COUNCIL AGENDA
May 18, 2015
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

   1. Proclamation Recognizing Historic Preservation Month

   2. National Public Works Week Proclamation Recognition
      National Public Works Week proclamation to be presented to Public Works Director Nick Heatherly.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Joplin First Response Tornado Board Report
      Report on the Activities of the Joplin First Response Tornado Board, presented by Board Chairman, Phil Stinnett.

   2. Annual Audit Presentation

      Annual Audit Presentation by Cochran, Head, Vick & Co.

   3. Annual Tif Presentation
      Annual TIF Presentation by Finance Director Leslie Haase

6. **Citizen Requests And Petitions**

   1. Michael Pier, 2913 E. 14th Street Joplin MO
      Requests to address council concerning the closing of 14th street, not allowing traffic and pedestrian access from 14th street and other issues.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The May 4, 2015 City Council Meeting

      Documents: MAY 4, 2015.PDF

   2. Minutes Of The May 11, 2015 Special Council Meeting

      Documents: SPECIAL MTG MAY 11 2015 LIB REND PARK CS.PDF

   3. COUNCIL BILL NO. 2015-261
      AN ORDINANCE requesting the review of the Final Plat of THE WOODLANDS located at John Duffy Drive and Cottage Circle in the City of Joplin, Newton County, Missouri.

      Documents: SUMMARY SHEET CB 2015-261 FINAL PLAT JOHN DUFFY DR

AND COTTAGE CIRCLE.PDF, CB 2015-261 FINAL PLAT THE WOODLANDS.PDF, COUNCIL BILL 2015-261 FINAL PLAT THE WOODLANDS.PDF

9. Resolutions

1. RESOLUTION # 2015-003
   A RESOLUTION Approving an application for the 2015 TIGER Grant with U.S. Department of Transportation Federal Highway Administration.

   Documents: SUMMARY SHEET TIGER GRANT APPLICATION2015-003.PDF, CB TIGER GRANT APPLICATION2015-003.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2015-130
   AN ORDINANCE approving compensation for the relocation of an existing waterline vault and backflow preventer at 1505 Maiden Lane, property owned by Ducommun Labarge Technologies as required for the Maiden Lane Widening Project; and authorizing the payment of Forty-Four Thousand Six Hundred Ninety-Two and 45/100 dollars ($44,692.45) and containing an emergency clause.

   Documents: SUMMARY 2015 - 130 LABARGE.PDF, CB 2015 -130 LABARGE.PDF, CB 2015-130.PDF

2. COUNCIL BILL NO. 2015-131
   AN ORDINANCE approving compensation for the relocation of an existing waterline vault and backflow preventer at 1301 Maiden Lane, property owned by Charles and Jackie Robertson as required for the Maiden Lane Widening Project; and authorizing the payment of Thirty-Nine Thousand Twenty-Eight and 70/100 dollars ($39,028.70) and containing an emergency clause.

   Documents: SUMMARY 2015 -131 ROBERTSON.PDF, CB 2015-131 ROBERTSON.PDF, CB 2015-131.PDF

3. COUNCIL BILL NO. 2015-133
   AN ORDINANCE approving a contract with Rosetta Construction LLC. in the amount of Seven Million Four Hundred Ninety Eight Thousand Eight Hundred Seventy Two and no/100 Dollars ($7,498,872.00) for the CDBG DR II Sanitary Sewer Collection System Renovations Projects One, Two, Three, and Maiden Lane in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

   Documents: SUMMARY SHEET SANITARY SEWER COLLECTION SYSTEM.PDF, BID TAB FORM.PDF, CDBG PROJECT MAP.PDF, CB SANITARY SEWER COLLECTION CDBGII.PDF

4. COUNCIL BILL 2015-357
   AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 530 S. Connor. in the City of Joplin, Missouri, for the amount of Three Thousand Two Hundred Ninety Nine and 00/100 Dollar ($3,299.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents: BID TAB - 2015-357.PDF, CB 2015-357.PDF, PICTURES 2015-357.PDF, SUMMARY SHEET 2015-357.PDF

5. COUNCIL BILL 2015-358
AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1806 S. Joplin. in the City of Joplin, Missouri, for the amount of Two Thousand Five Hundred and 00/100 Dollar (2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents: BID TAB - 2015-358.PDF, CB 2015-358.PDF, PICTURES 2015-358.PDF, SUMMARY SHEET 2015-358.PDF

6. COUNCIL BILL 2015-402
AN ORDINANCE authorizing the City of Joplin to amend an Agreement with Deloitte Financial Advisory Services LLP (Deloitte FAS) in the amount not to exceed Eight hundred Thirty-two Thousand, Four Hundred Seventy-one Dollars ($832,471.00) to compensate for planning services incurred and will incur related to the 2011 Community Development Block Grant- Disaster Recovery fund, authorizing the Planning, Development & Neighborhood Services Director to execute said Amendment for the City, and containing an emergency clause.

Documents: CB 2015-402.PDF, FOURTH AMENDMENT.PDF, SUMMARY SHEET 2015-402.PDF

7. COUNCIL BILL 2015-403
AN ORDINANCE approving the City of Joplin execute Change Order #1 to Work Authorization Number 2 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide planning activities, not to exceed Three Hundred Thousand Dollars ($300,000.00) and authorizing the Director of Planning, Development &Neighborhood Services to execute said Agreement; and containing an emergency clause.

Documents: CB 2015-403.PDF, SUMMARY 2015-403.PDF, JOPLIN DELOITTE WORK AUTHORIZATION 2 - CHANGE ORDER 1 05 12 2015.PDF

8. COUNCIL BILL NO. 2015-452

AN ORDINANCE authorizing the City of Joplin to enter into an Intergovernmental Mutual Aid Agreement for Local Public Health Agencies of the State of Missouri; authorizing the City Manager and Health Department Director to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents: CB2015-452-SUMMARY SHEET.DOC, CB2015-452-COUNCIL BILL.DOCX, CB2015-452-SUPPLEMENTAL ITEM.PDF

9. COUNCIL BILL NO. 2015-453
AN ORDINANCE authorizing a Program Services Contract for Ebola Virus Disease Monitoring activities, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation for disease monitoring services, for up to One Thousand, Five Hundred Seventy-Five Dollars, no Cents, ($1,575.00) per monitoring occurrence; amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and, authorizing the City Manager to execute the same by and on

behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents: CB2015-453-SUMMARY SHEET.DOC, CB2015-453-COUNCIL BILL.DOCX, CB2015-453-SUPPLEMENTAL ITEM.PDF

10. COUNCIL BILL NO. 2015-454

AN ORDINANCE authorizing an Environmental Health Software Licensing and Service Agreement, by and between HealthSpace USA Inc., and the City of Joplin, Missouri, for software to be used to conduct inspections; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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Documents: CB 2015-454- SUMMARY SHEET.DOC, CB 2015-454-COUNCIL BILL.DOCX, CB 2015-454-SUPPLEMENTAL ITEM.PDF

11. COUNCIL BILL NO. 2015-510
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, to adjust appropriations in various funds and containing an emergency clause.

Documents: CB 2015-510 SUMMARY SHEET.PDF, CB 2015-510 ORDINANCE MID YEAR BUDGET AMENDMENT.PDF, CB 2015-510 MID YEAR BUDGET AMENDMENT SCHEDULE 1.PDF

12. Council Bill No. 2015-608
AN ORDINANCE approving a Contract for Technical support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provisions of customer support, maintenance, technical support for the City's Motorola digital Radio system for the annual amount of One Hundred Thirty Thousand, Three Hundred Thirty-One Dollars and Forty cents ($130,331.40); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents: 2015-608 COUNCIL BILL MOTOROLA AGREEMENT.PDF, 2015-608 GREEN SHEET MOTOROLA AGREEMENT.PDF, 2015-608 MOTOROLA SERVICE AGREEMENT CONTRACT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2015-260
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-1 and including in District C-3-PD property as described below and located at the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

Documents: SUMMARY SHEET CB 2015-260 NW CORNER 15TH AND RANGE LINE.PDF, CB 2015-260 REZ NW CORNER 15TH AND RANGE LINE.PDF, COUNCIL BILL 2015-260 NW CORNER 15TH AND RANGE LINE.PDF

2. Council Bill No. 2015-609
AN ORDINANCE approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport.

Documents: COUNCIL BILL 2015-609.PDF, COUNCIL BILL 2015-609 ORDIN..PDF, COJ AIRPORT AIRSHOW 2015 LICENSE AGREEMENT FINAL.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS

    2. NEWS FROM THE PIO

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES May 4, 2015

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael Seibert.

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Ms. Colbert-Kean.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley, Michael Woolston and Mayor Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA - There being no further business to come before the Council, the Consent Agenda was finalized.

CITIZEN REQUESTS AND PETITIONS

REPORTS AND COMMUNICATIONS

PUBLIC HEARINGS – read by City Clerk Barbara Hogelin

PUBLIC HEARING for RESOLUTION NO. 2015-002 -A RESOLUTION granting a Special Use Permit (First Request) to DHH Investments for a parking lot located at 3101 South Delaware Avenue, in the City of Joplin, Jasper County, Missouri. (Requested by DHH Investments. Planning and Zoning recommended approval for a permanent Special Use Permit.)

Mayor Michael Seibert opened the Public Hearing

Duane Hukill, Carl Junction appeared on behalf of this request.

No one appeared against this request.

The Public Hearing was closed.

Mr. Glaze introduced Resolution No. 2015-002 Motion by Mr. Glaze Second by Mrs. Lewis to Approve Resolution No. 2015-002. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Resolution was read as being RESOLUTION NO. 2015-002

A RESOLUTION granting a Special Use Permit (First Request) to DHH Investments for a parking lot located at 3101 South Delaware Avenue, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2015-260

Mayor Michael Seibert opened the Public Hearing

Mike Mellinger, 2615 E. 36th, Joplin MO appeared on behalf of this request

Keith Grebe, 2736 E. 15th, appeared in opposition of this request.
Michael Pier, 2915 E. 14th, appeared in opposition to this request.
Charlotte Duke, E. 14th, appeared on behalf of her mother who lives on E. 14th, in opposition to this request.
Jeanie Grebe, 2736 E. 15th appeared in opposition to this request.
Wesley Henderson, 2902 E. 15th, appeared in opposition to this request.
Steve Barnett, 2801 E. 15th appeared in opposition to this request.
Patricia Wellham, 2912 E. 15th, appeared in opposition to this request.
Phil Stinnett, 2610 E. 10th, appeared in opposition to this request.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No.2015-260. Motion by Mr. Woolston, Second by Mr. Stanley to Place Council Bill No. 2015-260 on First Reading and Pass with the developers to close off 14th street at their expense per the Engineer Department Standard. Discussion was held. No vote was taken.

Mr. Woolston made a second motion to Place Council Bill No. 2015-260 on First Reading and Pass with the developers to close off 14th street at their expense per the Engineer Department Standard and include the berm and fencing required. Motion died for a lack of a Second. More discussion was held. Council wants to see a right in right out on Rangeline and eliminate 14th street entrance onto Rangeline.

Motion by Mr. Scearce, Second by Dr. Rosenberg to Table this item for two weeks.

Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Bill was TABLED.

COUNCIL BILL NO. 2015-260 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-1 and including in District C-3-PD property as described below and located at the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

CONSENT AGENDA - Motion by Mr. Scearce, Second by, Ms. Colbert-Kean to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

Minutes of the May 4, 2015 Council Meeting

COUNCIL BILL NO. 2015-261 - AN ORDINANCE requesting the review of the Final Plat of THE WOODLANDS located at John Duffy Drive and Cottage Circle in the City of Joplin, Newton County, Missouri. Stays on Agenda for another reading.

COUNCIL BILL NO. 2015-356 -AN ORDINANCE authorizing the City of Joplin to amend an Agreement with Joplin Area Habitat for Humanity dated on the 28th of July, 2010 to provide additional developer services related to the U. S. Department of Housing and Urban Development's Neighborhood Stabilization Program (NSP), authorizing the City Manager to execute said agreement on behalf of the City. Ordinance No. 2015-066

COUNCIL BILL NO.2015-507-AN ORDINANCE amending Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Ordinance No. 2015-067

RESOLUTIONS

ORDINANCES-EMERGENCIES
Mr. Stanley introduced Council Bill No. 2015-128. Motion by Mr. Stanley, Second by Mr. Glaze that Council Bill No. 2015-128 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-068

AN ORDINANCE approving the purchase of property near 29th and Arizona Avenue, a 5.908 acre tract located in the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri and authorizing the payment of Three Hundred Thirty-Five Thousand and 00/100 dollars ($335,000.00) and containing an emergency clause.

Mr. Stanley introduced Council Bill No.2015-129. Motion by Mr. Stanley, Second by Mr. Scearce, that Council Bill No. 2015-129 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-069

AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding with Empire District Electric Company to make modifications to their facilities in close proximity to the construction of a new regional detention basin in the vicinity of the 30th and Arizona project. Authorizing the Director of Public Works to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

ORDINANCES –FIRST READING

NEW BUSINESS

1. Case 009-15: 1702 South Connecticut Avenue – A request to review the site plan for a residential duplex development – Mayberry Construction. Motion by Mr. Woolston, Second by Glaze to approve the site plan. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS
Reappointments to Boards and Commissions:

CVB: Tom Mourning and Fran spencer

Health Board: Becky Heffren

JRC: Brad McIntyre

TIF: Chris Tucker

Appointments:

Edwin Mwangi was appointed to the Parks and Recreation Board

Don Helms was appointed to the Solid Waste Commission – At Large

Mr. Shaw mentioned the National Day of Prayer on Thursday, May 7, 2015.

Mr. Stanley referenced the statement by Asst. Police Chief Matt Stewart from the City Manager's weekly update relating to the City of Ferguson's police department and how Joplin compared. The full report is on the city of Joplin's website for review.

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 and confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter—more specifically, for a Pre-Exit Status Report from the State Auditor's Office, as set forth in Section 610.021(1) (17) RSMo, as amended, 2014. 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. Woolston, Second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0.

There being no further business the meeting adjourned at 8:28 p.m.

Respectfully submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

May 11, 2015

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 5:45 p.m. by Mayor Michael L. Seibert.

Flag salute was led by Dr. Rosenberg.

ROLL CALL: PRESENT: Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 7. Absent: Melodee Colbert–Kean, Bill Scearce, 2. Also in attendance were City Attorney Peter Edwards and City Manager Sam Anselm.

Mercy Park renderings. Derek Don of SWT Designs of St. Louis and Tony Robyn, Asst. Director, Planning Development and Neighborhood Services presented the overall options to the City Council for their review and discussed options with them. Gary Pulsipher, President, Mercy Hospital stated he appreciated the work that is being done. Location of Mercy Park is south of the current Cunningham Park. The base option did not include restroom versus the full version ranged from large pavilion w/restroom, concrete paths, overlook at lake, small overlook, boardwalk, additional lighting, etc. Motion by Mr. Stanley, Second by Mr. Glaze to proceed with the full option of $4,752,142.

Library Update. Jim Stufflebeam, Sapp Design of Springfield, and Tony Robyn, City of Joplin updated the City Council on the progress of the Library project. Mr. Stufflebeam described the schematic design of the floor plan for the Library and the children's library. He showed two views for the main entrance and discussed the next steps that are to follow with a grand opening scheduled for spring of 2017. This library project is located at 20th and Connecticut.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation involving a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. 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. Woolston, Second by Mr. Shaw to go into Closed Session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw Stanley, and Woolston. 6, Nays: Rosenberg, 1. Absence: Melodee Colbert–Kean, Bill Scearce, 2.

Meeting was adjourned at 6:55 pm.

Respectfully submitted,

Barbara L. Hogelin, MMC /MPCC City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 4, 2015

Item: COUNCIL BILL NO. 2015-261
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2) Planning Report
3) Commission Minutes
4) Copy of Final Plat

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 4/13//2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 008-15: John Duffy Drive and Cottage Circle – A request to the review the Final Plat for The Woodlands, a 35-lot residential subdivision, for future residential development – Schuber Mitchell Homes.

STAFF SUMMARY:
The final plat approval is for phase one of The Woodlands Subdivision. The Woodlands will be a 112 lot residential subdivision catered to citizens that prefer a smaller lot to maintain; the phase one final plat contains 35 lots. The proposed subdivision is located on approximately 26 acres in the Wildwood Ranch development that is located on the west side of Joplin. The original owner (Mr. Jimmer Pinjuv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuv.

Staff recommends approval of Case 008-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Dan Mitchell appeared representing Schuber Mitchell Homes to request the review of the final plat for The Woodlands to construct a 35-lot residential subdivision.

Ms. Cunningham stated the City surveyor is still reviewing this final plat, so approval of this plat would be contingent upon any changes the surveyor recommends. Mr. Bolander stated the surveyor is just making sure the legal description is correct prior to the City Council meeting.

PUBLIC COMMENT:
None.

P & Z Case 008-15
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-261 ORDINANCE NO.

AN ORDINANCE requesting the review of the Final Plat of THE WOODLANDS located at John Duffy Drive and Cottage Circle in the City of Joplin, Newton County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for THE WOODLANDS in the City of Joplin, Newton County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of THE WOODLANDS, described as follows:

A SURVEY OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, JOPLIN, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND DRILL STEEL AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°52'01" WEST, 234.37 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01°52'01" WEST, 1084.47 FEET; THENCE LEAVING EAST LINE, NORTH 85°42'22" WEST, 749.45 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 85°42'22" WEST, 343.20 FEET; THENCE NORTH 10°50'48" EAST, 209.73 FEET; THENCE NORTH 00°20'33" WEST, 9.48 FEET; THENCE NORTH 58°42'14" WEST, 79.81 FEET; THENCE 155.81 FEET ALONG A 250 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 29°59'46" EAST, 153.30 FEET; THENCE 20.45 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 41°22'25" EAST, 19.57 FEET; THENCE NORTH 70°38'49" EAST, 32.51 FEET; THENCE NORTH 19°21'11" WEST, 50.00 FEET; THENCE SOUTH 70°38'49" WEST, 39.51 FEET; THENCE 16.59 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 85°35'14" WEST, 16.12 FEET; THENCE NORTH 61°49'18" WEST, 24.95 FEET; THENCE 19.47 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 33°56'10" WEST, 18.71 FEET; THENCE 58.19 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 33°50'03" WEST, 55.94 FEET; THENCE NORTH 28°45'25" EAST, 85.99 FEET; THENCE 58.60 ALONG A 170.02 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 18°52'55" EAST, 58.31 FEET; THENCE NORTH 09°00'29" EAST, 50.16 FEET; THENCE 227.51 FEET ALONG A 320.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD

BEARING NORTH 11°21'38" WEST, 222.75 FEET; THENCE NORTH 31°43'41" WEST, 52.21 FEET; THENCE 167.03 FEET ALONG A 280.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 14°38'19" WEST, 164.56 FEET; THENCE SOUTH 74°25'01" EAST, 340.26 FEET; THENCE SOUTH 86°36'16" EAST, 105.76 FEET; THENCE SOUTH 03°23'44" WEST, 120.00 FEET; THENCE SOUTH 86°36'16" EAST, 10.72 FEET; THENCE SOUTH 03°23'44" WEST, 336.61 FEET; THENCE SOUTH 19°21'11" EAST, 291.17 FEET; THENCE SOUTH 01°52'01" WEST, 202.52 FEET; THENCE NORTH 85°42'22" WEST, 68.50 FEET; THENCE SOUTH 04°17'38" WEST, 126.30 FEET, TO THE POINT OF BEGINNING. CONTAINING 8.95 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Newton County, Missouri, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Return Form To:
Municipal Planner
Municipal Building
303 East Main
P. O. Box 1355
Joplin, Missouri 64802
417-624-0820

~~Subdivision No.:~~ 008-15
Date Filed:
Date of Meeting: 4-13-15
Fee:
Deposit:

I. Name of Subdivision: The Woodlands Plat 1

II. Name of Owner: Schuber Mitchell Homes, LLC

III. Name of Sub divider: Schuber Mitchell Homes, LLC

IV. Name of Person who prepared the Plat? Jerrod Hogan, PLS

V. Date of Hearing:

VI. Location of Property by Streets: John Duffy Dr and Cottage Circle

VII. Present Zoning of Property R-1 PD

VIII. Present Uses of Property Vacant

IX. No. of Acres I Total Tract 8.44 No. of Lots 35

Instructions:

The following checklist is to be completed by the Zoning Administrator and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation must accompany this checklist.

X. Does the Final Plan show the following information?	Yes	No
A. Name of the subdivision.	✓	

B.	Location of section township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	✓	
C.	Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	✓	
D.	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	✓	
E.	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	✓	
F.	Exact locations, widths and names of all streets and alleys to be dedicated.	✓	
G.	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.	✓	
H.	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning Commission.	✓	
I.	Building setback lines on the front and side streets with dimensions.	✓	
J.	Name and address of the registered land surveyor preparing the plat.	✓	
K.	Scale of plat, 1" = 100' or larger, date or preparation and north point.	✓	
L.	Statement dedicating all easements, streets, alleys, and all other areas are not previously dedicated.	✓	

XI. Was the original on Mylar, tracing cloth, or similar material, and were 10 copies submitted? _____ _____

XII. Have all acknowledgments been signed? _____ _____

A. Owner or owners and all mortgager. _____ _____

B. Dedications or reservations. _____ _____

C. Engineer, surveyor or person preparing plat. _____ _____

D. Zoning Administrator and County Collector. _____ _____

XII. Title Opinion:

A. Submitted (Date)_____ _____ _____

B. Have all owners and mortgager signed plat? _____ _____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? _____ _____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? _____ _____

B. If so, has a copy been submitted? _____ _____

XV. How has the installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Other, As required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

XVI Are additional comments attached? _____ _____

Case 008-15: John Duffy Drive and Cottage Circle – A request to the review the Final Plat for The Woodlands, a 35-lot residential subdivision, for future residential development – Schuber Mitchell Homes.

Mr. Eastman opened the public comment period for Case 008-15.

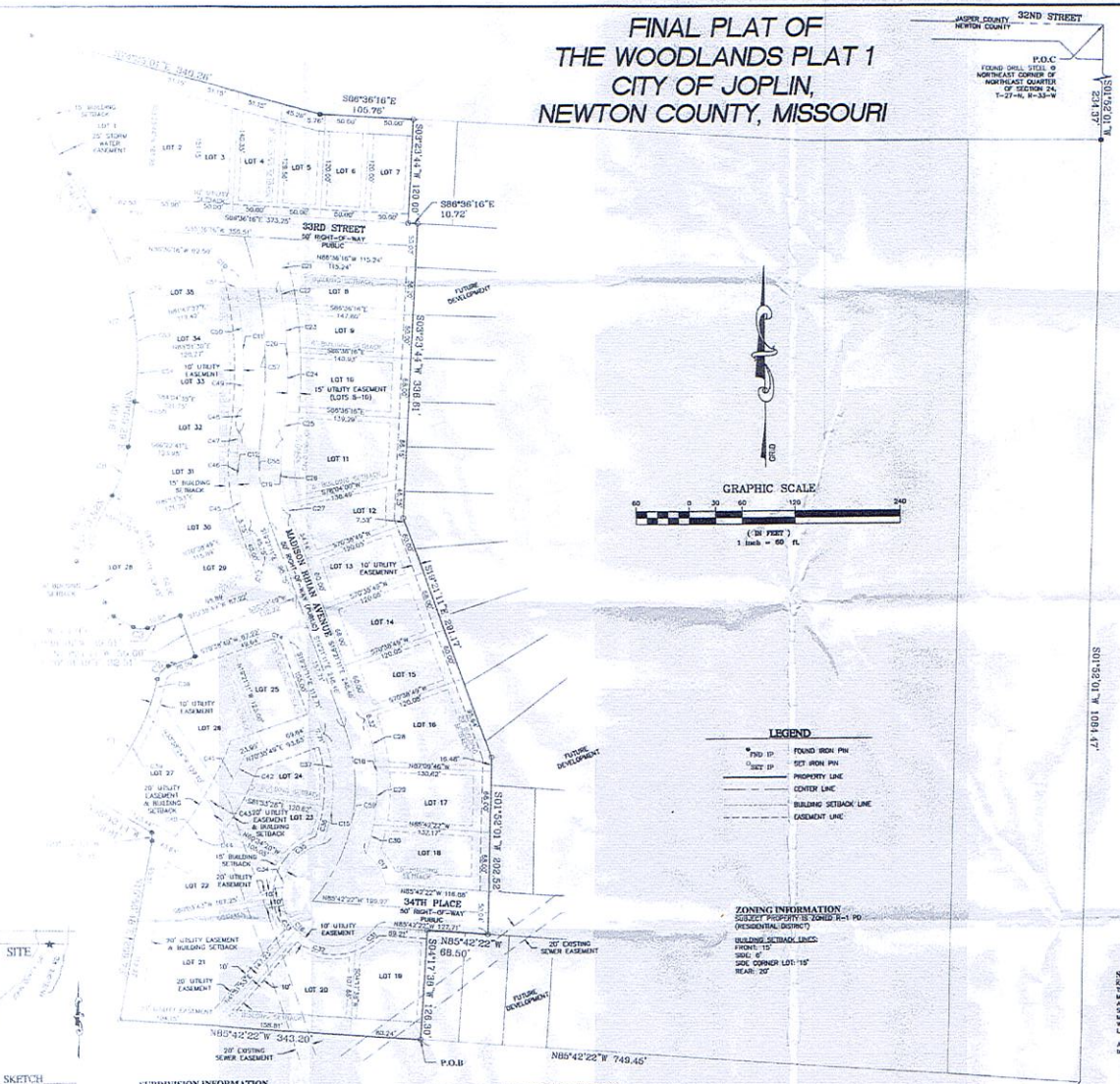
Mr. Dan Mitchell, 1621 Anderson Drive, Webb City, Missouri, appeared representing Schuber Mitchell Homes to request the review of the final plat for The Woodlands to construct a 35-lot residential subdivision.

Ms. Cunningham stated the City surveyor is still reviewing this final plat, so approval of this plat would be contingent upon any changes the surveyor recommends. Mr. Bolander stated the surveyor is just making sure the legal description is correct prior to the City Council meeting.

Mr. Eastman asked for comments from the commissioners, and none were received. He then closed the public comment period for Case 008-15.

MR. RAMSOUR MOVED, SECONDED BY MR. BROWN, THAT THE FINAL PLAT AS PRESENTED IN CASE 008-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

FINAL PLAT OF THE WOODLANDS PLAT 1 CITY OF JOPLIN, NEWTON COUNTY, MISSOURI



CURVE TABLE					
CURVE #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	35.71°	155.89'	250.00	N29° 56' 48"E	153.36'
C2	58.60°	20.45'	20.00	N41° 22' 25"E	19.57'
C3	47.53°	16.59'	20.00	N85° 35' 14"W	16.12'
C4	55.78°	19.47'	20.00	N33° 56' 10"W	18.71'
C5	55.57°	58.19'	60.00	N33° 50' 03"W	55.94'
C6	19.75°	58.60'	170.02	N18° 52' 55"E	58.31'
C7	40.74°	227.51'	320.00	N11° 21' 38"W	222.75'
C8	34.18°	167.03'	280.00	N14° 38' 18"W	164.56'
C9	112.43°	27.47'	14.00	S37° 10' 43"W	23.37'
C10	73.11°	25.52'	20.00	S30° 02' 50"E	23.83'
C11	22.56°	189.03'	477.58	S2° 12' 39"E	186.82'
C12	28.42°	111.61'	225.00	S5° 08' 33"E	110.47'
C13	90.00°	31.42'	20.00	S25° 38' 49"W	28.28'
C14	90.00°	31.42'	20.00	S64° 21' 11"E	28.28'
C15	41.29°	127.04'	176.00	S1° 26' 37"W	124.27'
C16	216.61°	226.93'	60.00	S31° 36' 06"E	113.28'
C17	41.52°	43.49'	60.00	N31° 36' 46"W	42.55'
C18	28.46°	154.97'	225.00	N6° 22' 41"E	151.92'
C19	28.42°	66.81'	175.00	N5° 08' 33"W	65.92'
C20	19.72°	181.58'	527.58	N0° 47' 30"W	180.68'

CURVE #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C21	104.05°	36.32'	20.00	N41° 22' 19"E	31.53'
C22	3.46°	32.09'	527.58	S8° 54' 32"E	32.09'
C23	5.46°	50.49'	527.58	S4° 25' 29"E	50.47'
C24	7.39°	68.07'	527.58	S2° 08' 46"W	68.02'
C25	3.36°	30.93'	527.58	S7° 23' 16"W	30.93'
C26	23.88°	72.87'	175.00	N2° 51' 38"W	72.34'
C27	4.56°	13.94'	175.00	N11° 04' 16"W	13.94'
C28	14.24°	56.92'	225.00	S12° 13' 56"E	55.78'
C29	16.52°	64.86'	225.00	S3° 08' 41"W	64.63'
C30	8.71°	34.19'	225.00	S15° 45' 21"W	34.16'
C31	27.09°	28.37'	60.00	S52° 44' 19"W	28.10'
C32	70.93°	74.28'	60.00	N78° 14' 59"W	69.65'
C33	41.01°	42.95'	60.00	N22° 16' 36"W	42.04'
C34	38.59°	40.41'	60.00	N17° 31' 29"E	39.65'
C35	40.98°	42.92'	60.00	N57° 18' 41"E	42.01'
C36	14.13°	43.16'	175.00	N15° 10' 29"E	43.05'
C37	27.46°	83.88'	175.00	N5° 37' 10"W	83.08'
C38	6.55°	28.56'	250.00	S15° 24' 51"W	28.55'
C39	29.16°	127.25'	250.00	S33° 16' 09"W	125.88'
C40	10.43°	62.33'	370.00	N37° 11' 00"E	62.25'

CURVE #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C41	9.65°	62.29'	370.00	N27° 08' 53"E	62.21'
C42	7.32°	46.63'	370.00	N25° 56' 10"E	46.60'
C43	5.43°	35.06'	370.00	N32° 15' 42"E	35.05'
C44	7.42°	47.92'	370.00	N36° 41' 10"E	47.88'
C45	10.58°	41.56'	225.00	N14° 03' 39"W	41.51'
C46	11.98°	46.96'	225.00	N2° 47' 22"W	46.88'
C47	5.85°	23.08'	225.00	N8° 01' 44"E	23.07'
C48	3.15°	26.22'	477.58	N7° 29' 44"E	26.21'
C49	7.06°	58.89'	477.58	N3° 23' 26"E	58.85'
C50	7.06°	58.89'	477.58	N4° 40' 26"W	58.85'
C51	5.28°	44.04'	477.58	N10° 50' 53"W	44.02'
C52	11.52°	64.34'	320.00	S13° 16' 41"E	64.23'
C53	7.90°	44.12'	320.00	S3° 34' 03"E	44.09'
C54	7.88°	44.09'	320.00	S4° 16' 17"W	43.96'
C55	0.75°	4.17'	320.00	S8° 38' 01"W	4.17'
C56	12.69°	70.87'	320.00	N25° 23' 00"W	70.73'
C57	26.46°	231.01'	502.58	S4° 08' 02"E	229.56'
C58	28.43°	99.21'	200.00	S9° 08' 33"E	98.20'
C59	60.82°	212.22'	200.00	S11° 02' 45"W	202.41'

LOCATION SKETCH

SECTION 24
T-27-N, R-33-W
NOT TO SCALE

SUBDIVISION INFORMATION

TOTAL ACRES:	8.05±
TOTAL NO OF LOTS:	35
CURRENT ZONING:	R-1 PD
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
SUBMITTAL DATE:	10-31-14
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 363, PG 5200 & BK 363, PG 5201
PRELIMINARY APPROVAL:	12-8-14
ACCURACY STANDARD:	URBAN

CERTIFICATE OF PLANNING AND ZONING COMMISSION

THIS PLAT OF WOODLANDS PLAT 1 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN

LEGEND

FND IP	FOUND IRON PIN
SET IP	SET IRON PIN
	PROPERTY LINE
	CENTER LINE
	BUILDING SETBACK LINE
	EASEMENT LINE

ZONING INFORMATION

SUBJECT PROPERTY IS ZONED R-1 PD (RESIDENTIAL DISTRICT)

BUILDING SETBACK LINES:
FRONT: 15'
SIDE: 6'
SIDE CORNER LOT: 15'
REAR: 20'

SOURCE OF DEED

SCHUBERT MITCHELL HOMES, LLC
BOOK 363, PAGE 5200
BOOK 363, PAGE 5201

DEVELOPER AND OWNER

SCHUBERT-MITCHELL HOMES
1521 ANDERSON DRIVE
WEBB CITY, MISSOURI 64870

ENGINEER AND SURVEYOR

ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
BRYAN D. OSBORN, P.E.
JERROD L. HOGAN, P.L.S.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, JERROD L. HOGAN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE: MARCH 6, 2015

ANDERSON ENGINEERING, INC. L.C. 62
by

JERROD L. HOGAN
MO P.L.S. NO. 2004001333

STATE OF MISSOURI
JERROD L HOGAN
NUMBER PLS-2004001333
PROFESSIONAL LAND SURVEYOR

3-6-15
DATE

OWNER'S CERTIFICATE AND DEDICATION

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL. IN WITNESS WHERE OF, I, DAMIAN SCHUBERT, MEMBER OF SCHUBERT-MITCHELL HOMES, L.L.C. HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20____.

(Signed) _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____ TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY APPROVAL

THIS PLAT OF WOODLANDS PLAT 1, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE DAY OF _____, 20____, OF JOPLIN, MISSOURI.

ATTEST: _____ MAYOR

CITY CLERK _____ PUBLIC WORKS DIRECTOR

CERTIFICATE OF RECORDING

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

I, _____, RECORDER OF NEWTON COUNTY DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED ON THE _____ DAY OF _____, A.D. _____ BY/DAY _____ M. DULY FOR RECORD AND IS RECORDED IN THIS OFFICE IN PLAT BOOK _____ AT PAGE _____. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT NEOSHO, MISSOURI, THIS _____ DAY OF _____, 20____.

RECORDER _____ DEPUTY

SURVEY DESCRIPTION

A SURVEY OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, JOPLIN, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND DRILL STEEL AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°52'01" WEST, 334.37 FEET; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01°52'01" WEST, 1084.47 FEET; THENCE LEAVING EAST LINE, NORTH 85°42'22" WEST, 749.45 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 85°42'22" WEST, 340.28 FEET; THENCE NORTH 19°56'46" EAST, 296.73 FEET; THENCE NORTH 00°09'33" WEST, 9.46 FEET; THENCE NORTH 58°52'14" WEST, 79.81 FEET; THENCE 155.89 FEET ALONG A 250 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 29°56'48" EAST, 153.36 FEET; THENCE 20.45 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 41°22'25" EAST, 19.57 FEET; THENCE NORTH 70°35'49" EAST, 22.51 FEET; THENCE NORTH 19°23'11" WEST, 50.00 FEET; THENCE SOUTH 70°35'49" WEST, 28.51 FEET; THENCE 16.59 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 85°35'14" WEST, 16.12 FEET; THENCE NORTH 67°48'16" WEST, 24.93 FEET; THENCE 19.47 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 33°56'10" WEST, 18.71 FEET; THENCE SOUTH 71°03'45" WEST, 50.00 FEET; THENCE NORTH 18°56'15" WEST, 119.02 FEET; THENCE 58.19 FEET ALONG A 175.02 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 18°52'55" EAST, 58.31 FEET; THENCE NORTH 01°00'26" EAST, 50.19 FEET; THENCE 227.51 FEET ALONG A 320.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 11°21'38" WEST, 222.75 FEET; THENCE NORTH 31°43'41" WEST, 51.25 FEET; THENCE 167.03 FEET ALONG A 280.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 14°38'18" WEST, 164.56 FEET; THENCE SOUTH 74°25'07" EAST, 349.26 FEET; THENCE SOUTH 80°36'16" EAST, 105.76 FEET; THENCE SOUTH 03°23'44" WEST, 120.00 FEET; THENCE SOUTH 86°36'16" EAST, 10.72 FEET; THENCE SOUTH 03°23'44" WEST, 336.61 FEET; THENCE SOUTH 19°23'11" EAST, 290.17 FEET; THENCE SOUTH 01°52'01" WEST, 202.52 FEET; THENCE NORTH 85°42'22" WEST, 68.50 FEET; THENCE SOUTH 04°17'38" WEST, 126.30 FEET TO THE POINT OF BEGINNING. CONTAINING 8.05 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

ANDERSON ENGINEERING
ENGINEERS SURVEYORS LAND PLANNERS

FIELD: DATE: 3-5-15 JOB # 164-371
DRAWN: SLM FIELD BK:
CHECKED: JLH JOB NO: 700.78-14 SHT 1 OF 1 REV.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015
Resolution No. 2015-003

Item: Application for the 2015 TIGER Grant with U.S. Department of Transportation Federal Highway Administration.

Originating Department: Public Works – Engineering

Attachments: 1) Resolution

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Application for the 2015 TIGER Grant with the U.S. Department of Transportation Federal Highway Administration.

Background: The TIGER discretionary Grant program provides state and local public agencies an opportunity to receive federal funds for road and transit projects. The projects identified provide improved capacity and safety, enhance multi-modal transportation and spur economic development in Joplin and adjoining communities.

Discussion: The improvements will include: Connecticut Avenue, 44th Street, Zora Street and 32nd St. Viaduct (R & FF).

The Connecticut Ave (TC0606) and the Connecticut Avenue Overpass (TC0609) Project consists of engineering & construction to widen and resurface a 1 mile area of roadway from 32nd St to 44th St.

The 44th Street Improvement Project (TC0607) consists of engineering and construction to widen and resurface a 1 mile area of roadway from Range Line to Connecticut Ave.

The Zora Street Improvement Project (TC608) consists of engineering and construction to widen and resurface a 2.2 mile area of roadway from Range Line to State Route 249.

The 32nd Street grade separation (State Route FF) consists of the engineering and construction of a grade separation structure and connecting roadway at the Kansas City Southern Railway.

The grant application is in the amount of 27 Million Dollars ($27,000,000).

Recommendation: Staff recommends approval and support of the application for the 2015 TIGER Grant to the U.S. Department of Transportation Federal Highway Administration.

RESOLUTION NO. 2015-003

A RESOLUTION Approving an application for the 2015 TIGER Grant with U.S. Department of Transportation Federal Highway Administration.

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

Section 1. That the City enter into an application between the City of Joplin and U.S. Department of Transportation Federal Highway Administration Agreement in the amount of Twenty Seven Million Dollars ($27,000,000) for the 2015 TIGER Grant. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute the said application for and on the behalf of the City of Joplin,

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

_____, 2015 by a _____ vote.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015
Council Bill No. 2015-130
Item: Reimbursement for Waterline Vault Relocation for the Maiden Lane Widening Project

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2015-130

Department Head: Nicholas A. Heatherly Date:
Finance Department: Leslie Haase Date:
City Attorney: Peter C. Edwards Date:
City Manager: Samuel L. Anselm Date:

Recommended Action: Payment for relocation of waterline vault and backflow preventer at 1505 Maiden Lane to Ducommun Labarge Technologies for the Maiden Lane Widening project.

Background: Maiden Lane widening from three lanes to five lanes to accommodate the increase in traffic volume and projected regional growth is now in the construction phase. This project is funded by the previously passed 2004 3/8-cent Capital Improvements Sales Tax and TIGER grant funding with an estimated construction cost of $3,853,912.88.

In order to complete the widening project it is necessary to relocate the existing waterline vault and backflow preventer from existing right of way to private property at 1505 Maiden Lane.

Discussion: In March 2011, right of way was acquired from Ducommun Labarge Technologies for the Street widening project. It was unknown at that time that there was an existing waterline vault and backflow preventer located within the Right of Way purchased. It will be necessary to relocate the waterline vault and backflow preventer to continue to serve the business. Olsson and Associates, the project management consultant, obtained cost estimates from a number of contractors for the relocation services and accepted a bid price of ($44,692.45).

Recommendation: Staff recommends approval for payment of $44,692.45 for the relocation of the existing waterline vault and backflow preventer at 1505 Maiden Lane.

COUNCIL BILL NO. 2015-130 ORDINANCE NO.

AN ORDINANCE approving compensation for the relocation of an existing waterline vault and backflow preventer at 1505 Maiden Lane, property owned by Ducommun Labarge Technologies as required for the Maiden Lane Widening Project; and authorizing the payment of Forty-Four Thousand Six Hundred Ninety-Two and 45/100 dollars ($44,692.45) and containing an emergency clause.

WHEREAS, Ducommun Labarge Technologies is the legal owner of property at 1505 Maiden Lane;

WHEREAS, the Council of the City of Joplin approved in the 2014-2015 budget funds for right of way costs for the Widening Improvements on Maiden Lane Avenue.

WHEREAS, in order to make said improvements, it is necessary to relocate an existing waterline vault and backflow preventer from the right of way at 1505 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve compensation for the relocation of an existing waterline vault and backflow preventer from the right of way at 1505 Maiden Lane;

Section 2. That the City of Joplin authorize payment to Ducommun Labarge Technologies in the amount of $44,692.45. Payment will be made from account #145-4565-520-8650 Project TC0506.

Section 3. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

COUNCIL BILL NO. 2015-130 ORDINANCE NO.

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

_____, 2015 by a vote of _____.

_____
Michael L. Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney


CB 2015-130
N
Right of Way
1505 S Maiden Ln
MAIDEN LN
1505
1601

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015
Council Bill No. 2015-131
Item: Reimbursement for Waterline Vault Relocation for the Maiden Lane Widening Project

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2015-131

Department Head: Nicholas A. Heatherly Date:
Finance Department: Leslie Haase Date:
City Attorney: Peter C. Edwards Date:
City Manager: Samuel L. Anselm Date:

Recommended Action: Payment for relocation of waterline vault and backflow preventer at 1301 Maiden Lane to Charles and Jackie Robertson for the Maiden Lane Widening project.

Background: Maiden Lane widening from three lanes to five lanes to accommodate the increase in traffic volume and projected regional growth is now in the construction phase. This project is funded by the previously passed 2004 3/8-cent Capital Improvements Sales Tax and TIGER grant funding with an estimated construction cost of $3,853,912.88.

In order to complete the widening project it is necessary to relocate the existing waterline vault and backflow preventer from existing right of way to private property at 1301 Maiden Lane.

Discussion: In March 2011, right of way was acquired from Charles and Jackie Robertson for the Street widening project. It was unknown at that time that there was an existing waterline vault and backflow preventer located within the Right of Way purchased. It will be necessary to relocate the waterline vault and backflow preventer to continue to serve the business. Olsson and Associates, the project management consultant, obtained cost estimates from a number of contractors for the relocation services and accepted a bid price of ($39,028.70).

Recommendation: Staff recommends approval for payment of $39,028.70 for the relocation of the existing waterline vault and backflow preventer at 1301 Maiden Lane.

COUNCIL BILL NO. 2015-131 ORDINANCE NO.

AN ORDINANCE approving compensation for the relocation of an existing waterline vault and backflow preventer at 1301 Maiden Lane, property owned by Charles and Jackie Robertson as required for the Maiden Lane Widening Project; and authorizing the payment of Thirty-Nine Thousand Twenty-Eight and 70/100 dollars ($39,028.70) and containing an emergency clause.

WHEREAS, Charles and Jackie Robertson are the legal owners of property at 1301 Maiden Lane;

WHEREAS, the Council of the City of Joplin approved in the 2014-2015 budget funds for right of way costs for the Widening Improvements on Maiden Lane Avenue.

WHEREAS, in order to make said improvements, it is necessary to relocate an existing waterline vault and backflow preventer from the right of way at 1301 Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve compensation for the relocation of an existing waterline vault and backflow preventer from the right of way at 1301 Maiden Lane;

Section 2. That the City of Joplin authorize payment to Charles and Jackie Robertson in the amount of $39,028.70. Payment will be made from account #145-4565-520-8650 Project TC0506.

Section 3. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

COUNCIL BILL NO. 2015-131 ORDINANCE NO.

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

_____, 2015 by a vote of _____.

_____
Michael L. Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney


CB 2015-131
W JUNGE BLVD
W JUNGE BLVD
1301
Right of Way
1301 S Maiden Ln
MAIDEN LN
N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015
Council Bill No. 2015-133

Item: Award of Construction Contract for the CDBG DR II Sanitary Sewer Collection System Renovations Projects One, Two, Three, and Maiden Lane

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2015-133

Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $7,498,872.00 for the CDBG DR II Sanitary Sewer Collection System Renovations Projects One, Two, Three, and Maiden Lane.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included sanitary sewer system design and construction. On August 4, 2014 Allgeier Martin and Associates was awarded a consulting contract to evaluate the sewer system and prepare plans and bid documents for projects that will include reconstruction of the sanitary sewer system within the recovery area. The first construction contract includes work on the Maiden Lane sewers and three separate project areas. Funding for this project will come from the CDBG-DR-II grant and the first $3.5 Million has to be complete by January 15, 2016.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on April 30, 2015 with 5 firms bidding and Rosetta Construction Co., Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $7,498,872.00 for CDBG DR II Sanitary Sewer Collection System Renovations Projects One, Two, Three, and Maiden Lane.

BID TABULATION

PROJECT: CDBG II Sanitary Sewer Collection System Renovations Phase One
DATE OF BID OPENING: April 30, 2015

CONTRACTOR	BID
Engineer Estimate	7,852,456.00
Rosetta Construction LLC	7,498,872.00
Ace Pipe Cleaning Inc	7,646,411.00
Neals Construction LLC	7,985,395.75
SAK Construction LLC	7,827,315.40
Goins Enterprise	9,571,000.00

Legend

- Project 1 Sewer
- Project 2 Sewer
- Project 3 Sewer
- MaidenLane
- Project Boundary
- Joplin Streets

N

CDBG DR II
SANITARY SEWER COLLECTION SYSTEM RENOVATIONS
PHASE ONE

COUNCIL BILL NO. 2015-133 ORDINANCE NO.

AN ORDINANCE approving a contract with Rosetta Construction LLC. in the amount of Seven Million Four Hundred Ninety Eight Thousand Eight Hundred Seventy Two and no/100 Dollars ($7,498,872.00) for the CDBG DR II Sanitary Sewer Collection System Renovations Projects One, Two, Three, and Maiden Lane in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Rosetta Construction LLC. in the amount of Seven Million Four Hundred Ninety Eight Thousand Eight Hundred Seventy Two and no/100 Dollars ($7,498,872.00) for the CDBG DR II Sanitary Sewer Collection System Renovations Projects One, Two, Three, and Maiden Lane.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant, Account Number 415-4542-540-8680 Project number GFCDII.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	6-May-2015	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	530 S. Connor Ave.

COMPANY	BIDS
BJHE	$4,980.00
B & D Yardbuilders	$5,483.00
Jordan/Gator	$3,500.00
Nelson's Tree Service	$3,299.00

COUNCIL BILL NO. 2015 – 357 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 530 S. Connor. in the City of Joplin, Missouri, for the amount of Three Thousand Two Hundred Ninety Nine and 00/100 Dollar ($3,299.00); 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 Demolition in the amount of Three Thousand Two Hundred Ninety Nine 00/100 Dollars ($3,299.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 530 S. Connor.

Section 2. The contractor will be paid in cash 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 530 S. Connor and legally described as:

ALL OF LOT NUMBERED FIFTY (50) AND THE SOUTH 48 FEET OF LOT NUMBERED FORTY-NINE (49) IN GRAYS SECOND 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 an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2015, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

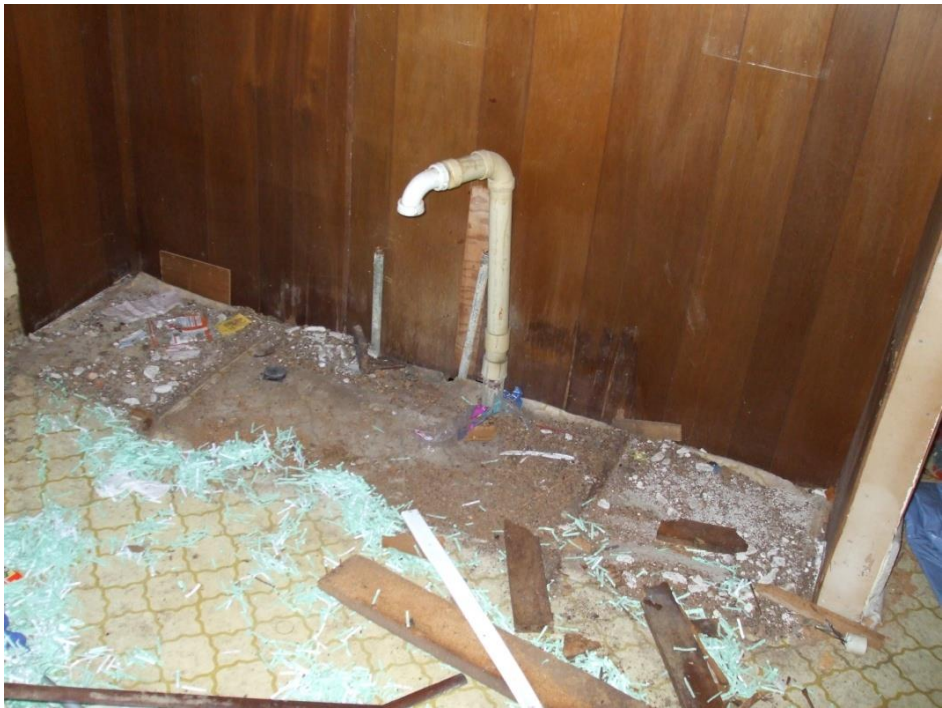
APPROVED AS TO FORM

:_____
Peter C. Edwards, City Attorney


COUNCIL BILL 2015-357
530 S. CONNOR







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015

Item: COUNCIL BILL NO. 2015-357
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 357
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures and any remaining debris including foundation and footings located at 530 S. Connor.

Summary: The above listed address was "tagged" as a dangerous building on October 16, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May1, 2015, an advertisement for bids was published in the Joplin Globe with bids being received on May 6, 2015. At that time bids were received as follows:

Jordan Disposal	$ 3,500.00
Nelson Demolition	$ 3,299.00
Big Johns	$ 4980.00
B & D Yard builders	$ 5,483.00

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.

Recommendation: City Staff recommends that the demolition contract be awarded to Nelson Demolition for the amount of $ 3,299.00 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.

CLOSING DATE:	6-May-2015	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	1806 S. Joplin Ave.

COMPANY	BIDS
BJHE	$4,876.00
B & D Yardbuilders	$5,283.00
Jordan/Gator	$2,500.00
Nelson's Tree Service	$2,750.00

COUNCIL BILL NO. 2015 – 358 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1806 S. Joplin. in the City of Joplin, Missouri, for the amount of Two Thousand Five Hundred and 00/100 Dollar (2,500.00); 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 Jordan Disposal in the amount of Two Thousand Five Hundred 00/100 Dollars ($2,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1806 S. Joplin.

Section 2. The contractor will be paid in cash 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 1806 S. Joplin and legally described as:

ALL OF LOT NUMBERED EIGHTY-THREE (83) IN MITCHELL'S 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 an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effect from after its passage.

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

_____, 2015, by a _____ vote.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney


COUNCIL BILL 2015-358
1806 S. JOPLIN







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015

Item: COUNCIL BILL NO. 2015-358
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2015- 358
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures and any remaining debris including foundation and footings located at 1806 S. Joplin.

Summary: The above listed address was "tagged" as a dangerous building on February 3, 2015. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May1, 2015, an advertisement for bids was published in the Joplin Globe with bids being received on May 6, 2015. At that time bids were received as follows:

Jordan Disposal	$ 2,500.00
Nelson Demolition	$ 2,750.00
Big Johns	$ 4,876.00
B & D Yard builders	$ 5,283.00

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.

Recommendation: City Staff recommends that the demolition contract be awarded to Jordan Disposal for the amount of $ 2,500.00 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.

COUNCIL BILL NO. 2015-402 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to amend an Agreement with Deloitte Financial Advisory Services LLP (Deloitte FAS) in the amount not to exceed Eight hundred Thirty-two Thousand, Four Hundred Seventy-one Dollars ($832,471.00) to compensate for planning services incurred and will incur related to the 2011 Community Development Block Grant- Disaster Recovery fund, authorizing the Planning, Development & Neighborhood Services Director to execute said Amendment for the City, and containing an emergency clause.

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

Section 1. That the City amend the Agreement between the City of Joplin and Deloitte Financial Advisory Services (Deloitte FAS) approved on April 15, 2013 and amended on September 15, 2014 and November 4, 2014 in the amount not to exceed Eight hundred thirty-two thousand, four hundred seventy-one dollars ($832,471.00) for the provision of planning activity costs incurred and will be incurred through Community Development Block Grant- Disaster Recovery Round 1 funding.

Section 2. That the Planning, Development & Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Amendment, or amendment substantially similar in form, for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.2 (6) in that said ordinance provides for public health and welfare and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2015, by a vote of _____.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

Fourth Amendment to the Community Development Block Grant-Disaster Recovery Administration Contract
Between
The City of Joplin
And
Deloitte Financial Advisory Services LLP

This Third Amendment to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Administration Contract between the City of Joplin and Deloitte Financial Advisory Services LLP for planning activity costs incurred and will be incurred is made and entered into as of the _____ day of _____, 2014.

RECITALS:

A. The parties desire to amend the Agreement.

B. Increase the amount to be reimbursed by $832,471.00 in CDBG-DR funds for planning activity costs incurred and will be incurred by Deloitte FAS.

IN WITNESS WHEREOF, the parties have executed this amendment as to the date written above.

City of Joplin, Missouri
A Municipal Corporation

Deloitte Financial Advisory Services LLP

_____

Troy Bolander
Planning, Development & Neighborhood
Services Director

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015

Item: Administration Contract for CDBG-Disaster Recovery – Round 1 – Amendment #4
Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Amendment #4 to Deloitte FAS Contract
2) Council Bill 2015-402

Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

Recommended Action: Approval of Council Bill No. 2015-402

DISCUSSION:

The following Council Bill is a fourth amendment to the existing agreement approved on April 15, 2013 and amended on September 15 and November 4, 2014 between the City of Joplin and Deloitte FAS for the Administration Services related to the City's initial $45 million award of Community Development Block Grant – Disaster Recovery (CDBG-DR) Funds.

The CDBG-DR Round 1 funding allows for 5% of the funds awarded to be used for administration of the grant award. The funding source also allows for up to 15% of the funds awarded to be used for planning activities. To date City staff and Deloitte FAS have been charging all oversight activities, other than direct delivery costs of a program or project, to administration. Many of the tasks completed and will continue to be completed can be attributable to planning rather than administration. Re-allocating dollars into planning ensures both the City staff and Deloitte FAS will be able to continue oversight until the funds are spent.

Deloitte FAS has provided an accounting of hours spent by their staff on eligible planning activities since entering into an agreement with the City on April 15, 2015. They have also determined what additional time may be spent in planning for the CDBG-DR Round 1 grant. Deloitte FAS is requesting to amend their contract by increasing the amount by $832,471.00. Of that amount, $556,871.00 is for past planning activities, $200,000.00 is for continued planning activities, and $75,600.00 is for additional expenses as they relate to preparation of reports, travel and other expenses. This amendment frees $556,871.00 to go back into general administration by Deloitte FAS which includes but is not limited to compliance, compliance training, monitoring, research, HUD assistance, reporting assistance for the length of the grant.

A minor amendment to the CDBG-DR Round 1 Action Plan has been made to accommodate for Deloitte FAS planning costs as well as costs City staff can attribute to planning activities.

For the immediate preservation of public health and welfare, city staff recommends approval of Council Bill No. 2015-402 on an emergency basis.

COUNCIL BILL NO. 2015-403 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin execute Change Order #1 to Work Authorization Number 2 to the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide planning activities, not to exceed Three Hundred Thousand Dollars ($300,000.00) and authorizing the Director of Planning, Development &Neighborhood Services to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City execute Change Order #1 to Work Authorization Number 2 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte & Touche L.L.P. to provide planning and administrative activities, not to exceed not to exceed Three hundred thousand dollars ($300,000.00).

Section 2. That the Planning, Development & Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015

Item: Change Order #1 to Work Authorization Number 2 to the Master Services Agreement with Deloitte & Touche L.L.P.
Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Change Order #1 to Work Authorization Number 2
2) Council Bill No. 2015-403

Department Head: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Finance Department: Leslie Haase :

Recommended Action: Approval the execution of Change Order #1 to Work Authorization 2 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche L.L.P. to provide for planning activities as they relate to a comprehensive plan for CDBG-DR projects and programs.

Background: The City of Joplin entered into a consulting agreement with Deloitte & Touch L.L.P. on August 14, 2014 to provide professional administrative consulting services for the second round of Community Development Block Grant – Disaster Recovery funding received by the City.

Discussion: Deloitte has been tasked with undertaking a capital planning process with City staff, City Council and stakeholders as it relates to the receipt of the two CDBG-DR grants. Additional projects have been added to existing proposed projects that needed to be vetted and project execution plans created. Additionally, information gathering for newly proposed projects, as well as existing proposed projects has been slower than expected.

Recommendation: Approve the execution of Change Order #1 to Work Authorization 2 of the Master Services Agreement for Professional Administrative and Consulting Services with Deloitte & Touche L.L.P. in an amount not to exceed Three hundred thousand dollars ($300,000.00) with an emergency clause.

This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to continue.

CITY		CONSULTANT	
CITY OF JOPLIN, PUBLIC WORKS DEPARTMENT		Name: Deloitte & Touche LLP	
602 S. MAIN STREET JOPLIN, MO 64801		Address: 400 West 15th Street, Suite 1700 Austin, Texas 78701	
Attention: Troy Bolander Planning, Development, & Neighborhood Services Director		Attention: Kathryn Schwerdtfeger Partner	
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738	Phone: 512-691-2333	Fax: 512-480-1333

CHANGE ORDER #1
TO WORK AUTHORIZATION NUMBER 2
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Change Order is initiated pursuant to the terms of the Work Authorization #2 dated December 19, 2014 (WA2) of the Master Services Agreement between Deloitte & Touche LLP and the City of Joplin dated August 1, 2014 (the "Agreement").

Change Order Title and/ or Number: WA2 CO1	**Date of Request: [04/09/2015]**
Name of Person and Party Requesting Change: Kathryn Schwerdtfeger	

Overview of Change

Amend Exhibit A – Work Authorization Number 2 entitled "Budget" as follows:

1. Increase Planning Costs by $300,000.00. Proposed change is a result of the following:
   - Increased number of potential projects proposed by City Staff, City Council, and external stakeholders being evaluated as part of the Capital Planning process. Additional projects have resulted in an increase in the number of Project Execution Plans found in Exhibit A - Work Authorization Number 2 "Scope of Services for Proposed Work Authorization Number 2," "Task E – Capital Planning," Line Item 3.5 "Project Execution Plans."
   - Increased timeline for completion of the Capital Plan, increasing time and materials required for both Deloitte & Touche and subcontractor SWT Design.

2. Add "Total Travel Costs" line item. Move $310,000.00 from Program & Portfolio Management Costs to Total Travel Costs. Total change of $0.00.

See Attached Exhibit A- Work Authorization Number 2 – Change Order 1

Additional Cost (i.e., Fee and Expenses) Impact:
There is an overall cost impact to WA2, of $300,000 as a result of line item 1. Line item #2 has $0.00 cost impact.

Exhibit A – Work Authorization Number 2 Item 5. Budget is modified as follows:

The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: December 19, 2014 END: July 3, 2015

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)/Project-Specific Costs		**$822,397.00**
	Planning Costs		**$1,040,046.00**
	Program Administration Costs		**$1,100,393.000**
	Travel Costs (Administration Costs)		**$310,000.00**
26	**GRAND TOTAL**		**$3,272,836.00**

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

REVIEWED FOR APPROVAL

_____
Nicholas A. Heatherly, Director of Public Works

Consultant: Deloitte & Touche LLP

By: _____
Kathryn Schwerdfeger
Partner

Date: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase,
Director of Finance

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander
Planning, Development, & Neighborhood Services
Director

Date: _____

APPROVED AS TO FORM

Date: _____

_____
Peter Edwards,
City Attorney

Date: _____

By: _____
Sam Anselm
City Manager

Date: _____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 18, 2015

ITEM: COUNCIL BILL NO. 2015-452

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: LOCAL PUBLIC HEALTH AGENCY MUTUAL AID AGREEMENT ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves participation in an Intergovernmental Mutual Aid Agreement for Local Public Health Agencies of the State of Missouri.

DISCUSSION:
Subsequent to various recent emergencies in the state, and largely as the result of the Joplin tornado, the state health department formed a workgroup of local public health agencies to discuss formation of a statewide mutual aid agreement. While other mutual aid agreements exist for other disciplines such as fire, police or EMS this agreement is specific to local public health agencies. As with other similar mutual aid agreements it lays out responsibilities of all parties (state, requesting agency, responding agency) thus providing for a more seamless response at the point of an emergency.

As a reference, after the 2011 Joplin Tornado over 14 agencies, mostly local health departments, responded to assist the Joplin Health Dept. in carrying out their emergency public health responsibilities. In total, this amounted to 125 staff that assisted with various environmental health activities (food and water sanitation issues, air quality, mosquito\rodent control, medical waste issues, etc.), medical services including the administration of over 17,000 tetanus vaccinations, and animal control activities that eventually included the capture and care of over 1,300 animals. These services could not have been provided without the assistance of those aiding agencies.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2015-452 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Intergovernmental Mutual Aid Agreement for Local Public Health Agencies of the State of Missouri; authorizing the City Manager and Health Department Director to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Mutual Aid Agreement by and between the City of Joplin, Missouri, and other Local Public Health Agencies of the State of Missouri, providing for mutual aid response in times of emergency, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

Section 2. That the City Manager and Health Department Director of the City of Joplin are hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for emergency mutual aid assistance at times of major public health emergencies for residents of the city.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of May, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

INTERGOVERNMENTAL MUTUAL AID AGREEMENT for

LOCAL PUBLIC HEALTH AGENCIES OF THE STATE OF MISSOURI

This Intergovernmental Mutual Aid Agreement ("Agreement" or "Mutual Aid Agreement") is entered into by and between Missouri local public health agencies. Parties set forth on the execution pages hereto, including all counterparts, as of the date this Agreement is executed by an authorized signatory of each such party.

WHEREAS, recent events have prompted the desire to strengthen the preparedness of the public health system in the State of Missouri; and,

WHEREAS, the strength of the public health system in the State of Missouri resides primarily in the capacities and responsiveness of the cooperative efforts of the Missouri Department of Health and Senior Services and local public health agencies established by units of local government or board of health, or board of trustees; and,

WHEREAS, local public health agencies throughout Missouri receive assistance from the Missouri Department of Health and Senior Services but, in an emergency, local public health agencies may require the availability of assistance from other local public health agencies as well; and,

WHEREAS, local public health agencies wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health agencies or that they request aid and assistance from other local public health agencies; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a statewide mutual aid and assistance agreement between and among the local public health agencies of this state, consistent with the plans and programs of the Missouri Department of Health and Senior Services; and,

WHEREAS, the parties hereto have determined that it is in their best interest to enter into this Mutual Aid Agreement to promote the availability of benefits of mutual aid and assistance in providing local public health resources to the residents of the State of Missouri, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and,

WHEREAS, the parties hereto have determined that it is in their best interest to form and participate in the agreement and to adopt procedures for communications, exercises, training and other necessary functions consistent with the plans and programs of the Missouri Department of Health and Senior Services, in order to further the objective of providing mutual aid and assistance to one another in an emergency;

NOW, THEREFORE, in consideration of the foregoing recitals, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE
Purpose

It is recognized and acknowledged that in certain potential situations, the provision of assistance consisting of personnel, equipment, supplies and/or services by a local public health agency outside its territorial limits in order to assist another local public health agency is desirable and necessary to preserve and protect the health, safety and welfare of the residents of the State of Missouri. These potential situations include, but are not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population. The promotion and coordination of such assistance through the **Statewide Mutual Aid Agreement** is desirable for the effective and efficient provision of mutual aid and assistance.

SECTION TWO
Definitions

For the purpose of this Mutual Aid Agreement, the following terms shall be defined as follows:

A. “Entity:” A unit of local government, including but not limited to a county, municipality, township, or public health district, having a local public health agency, which participates in and has been appropriately authorized by its governing body to enter into this Agreement.

B. “Stricken Entity:” An Entity which requests aid and assistance pursuant to this Agreement.

C. “Aiding Entity:” An Entity which furnishes equipment, personnel, supplies and/or services upon the request of a Stricken Entity pursuant to this Agreement in the event of an emergency.

D. "Emergency:” An occurrence or condition in an Entity's territorial jurisdiction which results or potentially results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Entity and such that the Entity determines the necessity and advisability of requesting aid and assistance, including but not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents, or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population.

E. "Local Public Health Officer:" The Public Health Administrator / Department Director/Executive Director/Director or designee, who, subject to the authority of the unit of local government or the board of health, shall be in charge of the local public health agencies operated by an Entity.

F. "Public Health Advisory Committee:" A committee comprised of local, regional and state public health preparedness and response partners that meets quarterly to discuss public health preparedness and response activities within the state of Missouri.

G. "Regional Mutual Aid Coordinator:" selected by a regional group of LPHAs to coordinate mutual aid activities in a region.

SECTION THREE
Authority and Action to Effect Aid and Assistance

Authority of Local Public Health Officers. Each party, consisting of the governing body of an Entity hereby authorizes and directs the Local Public Health Officer to determine when it is appropriate to render and/or request aid and assistance from the other Entities in the event of an Emergency as provided in this Agreement and to take necessary action in furtherance of said determination. The aid and assistance rendered may consist of available personnel, equipment, supplies and/or services; to the extent such aid is not required for adequate protection of the geographic area which is within the jurisdictional boundaries of the Aiding Entity. The judgment of the Local Public Health Officer of the Aiding Entity shall be final as to the personnel, equipment, supplies and/or services to be provided pursuant to this Agreement.

Requests for Aid and Assistance. Whenever an emergency is or potentially may become of such magnitude and consequence that the Local Public Health Officer/Administrator/Director (or designee) of the Stricken Entity determines that it is advisable to request aid and assistance pursuant to this Mutual Aid Agreement, he/she shall notify the Aiding Entity(ies) or the Regional Mutual Aid Coordinator (if the region has designated a regional mutual aid coordinator) of the nature and location of the emergency and the type and amount of personnel, equipment, supplies and/or services requested from the Aiding Entity(ies). The Missouri Department of Health and Senior Services **Statewide LPHA Mutual Aid Coordinator** simultaneously shall be notified of the existence of the emergency and the aid being requested. If desired, the Local Public Health Officer/Administrator/Director (or designee) of the Stricken Entity may contact the Missouri Department of Health and Senior Services **Statewide LPHA Mutual Aid Coordinator** initially and request mutual aid from LPHAs.

The Local Public Health Officer of the Aiding Entity(ies) shall take the following action immediately upon receiving request for aid and assistance under this Agreement:

1. Review the personnel, equipment, supplies, and/or services requested by the Stricken Entity;

2. Determine if the requested personnel, equipment, supplies, and/or services can be committed by the Aiding Entity in response to the request from the Stricken Entity;

3. Dispatch the requested personnel, equipment, supplies, and/or services, to the extent available, to the location of the emergency reported by the Stricken Entity;

4. Notify the Stricken Entity immediately if any or all of the requested personnel, equipment, supplies, and/or services cannot be provided as previously committed.

5. Notify stricken entity of resources to be dispatched, time of dispatch and expected time of arrival.

SECTION FOUR
Personnel and Equipment

Aiding Entity Personnel dispatched to aid and assist a Stricken Entity pursuant to this Agreement shall remain employees of the Aiding Entity. Aiding Entity Personnel rendering aid and assistance shall report for direction and assignment at the scene of the emergency to the Local Public Health Officer of the Stricken Entity or his/her designee. The Aiding Entity rendering aid and assistance shall at all times have the right to withdraw any and all aid and assistance upon the order of its Local Public Health Officer or his/her designee; provided, however, that the Aiding Entity withdrawing such aid and assistance shall immediately notify the Department of Health and Senior Services Statewide LPHA Mutual Aid Coordinator and the Local Public Health Officer of the Stricken Entity or his/her designee of the withdrawal of such aid and assistance and the extent of such withdrawal.

Each Aiding Entity shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Mutual Aid Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Aiding Entity shall be responsible for the payment of workers' compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable injuries or illnesses arising out of the activities provided for under this Agreement.

SECTION FIVE
Compensation for Aid and Assistance

Any resources, including but not limited to, personnel, equipment, supplies, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Entity requesting aid and assistance; however, any expenses recoverable from third parties (including FEMA reimbursement) shall be reimbursed to the Entities supplying the aid and assistance.

Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute or other compensation mechanism.

Any reimbursement, local, state, or federal, is based on the supporting documentation reflecting services provided. Both the Stricken Entity and the Aiding Entity will need to keep and provide accurate and complete records of expenses, including the replacement cost of lost, damaged, or destroyed assets. The documentation must be able to stand the test of audit. Failure to properly document costs may result in part of or all of the claim being ineligible for reimbursement. It is **critical** to document the request for mutual aid in addition to documenting costs.

SECTION SIX
Insurance

Each Aiding Entity shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Mutual Aid Agreement. Each Aiding Entity shall bear the cost of its own defense. This Mutual Aid Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Entity with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

Each party to this agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its employees and agents. Nothing in this agreement shall limit either party hereto from entering into other mutual aid agreements with other jurisdictions.

SECTION SEVEN
Waiver of Claims

Each Aiding Entity agrees and hereby releases and waives all claims against all other Entities participating in this Mutual Aid Agreement with respect to any loss, damage, personal injury, or death sustained by that Entity, its employees, or third parties as a result of its participation in the activities covered by this Mutual Aid Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by an Entity participating in this Mutual Aid Agreement.

SECTION EIGHT
Non-Liability for Failure to Render Aid

The rendering of aid and assistance under the terms of this Mutual Aid Agreement shall be voluntary. While each Aiding Entity agrees to use its best efforts to immediately notify the Stricken Entity and the Missouri Department of Health and Senior Services Statewide LPHA Mutual Aid Coordinator of the Aiding Entity's inability to render aid and assistance; no party shall be liable for failure to immediately notify the Stricken Entity of such inability to respond.

Notwithstanding any other provision of this agreement, no liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by an Entity or its duly authorized agents and personnel, for a decision not to render aid and assistance, nor shall there be any liability of an Entity for withdrawal of aid and assistance once provided pursuant to the terms of this Mutual Aid Agreement.

SECTION NINE
Response Levels

The response level will be based on the request and needs of the incident.

Scramble Response - This deployment of resources shall be within one (1) hour of notice from; LPHA, Regional/Area Mutual Aid Coordinator, or State Mutual Aid Coordinator. Anticipated deployment duration will range from one (1) hour to a maximum of 48 hours.

Standard Response - This deployment of resources shall be within three (3) hours of notice from; LPHA, Regional/Area Mutual Aid Coordinator, or State Mutual Aid Coordinator. Anticipated deployment duration will range from 48 hours to a maximum of 96 hours.

Maximum Response-The maximum time for deployment shall be for 16 days. This includes one travel day in each direction.

SECTION TEN
Term and Termination

This Mutual Aid Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Entity participating herein may terminate its participation in this Agreement. Termination shall conclude the Entity's participation in the agreement, at any time, provided that the Entity wishing to terminate its participation shall give written notice specifying the date of termination, such notice to be given at least thirty calendar days prior to the specified date of termination of participation. In the event any Entity terminates its participation in this Agreement, this Agreement shall remain in full force and effect as between all other Entities who are signatories hereto.

SECTION ELEVEN
Effectiveness

This Mutual Aid Agreement shall be in full force and effective to each Entity upon execution on behalf of such Entity in the manner provided by law.

SECTION TWELVE
Binding Effect

This Mutual Aid Agreement is not assignable or transferable.

SECTION THIRTEEN
Validity

The invalidity of any provision of this Mutual Aid Agreement shall not render invalid any other provision. If, for any reason, any provision of this Mutual Aid Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provisions of this Mutual Aid Agreement shall survive and shall remain in force and effect. In accordance with Missouri Revised Statutes Chapter 44---Civil Defense Section 44.090 Mutual Aid agreements; a political subdivision within the state may elect not to participate in the statewide mutual aid system upon enacting an appropriate resolution by its governing body declaring that it elects not to participate in the statewide mutual aid system and by providing a copy of the resolution to the director of the department of public safety or his or her designee.

SECTION FOURTEEN
Governing Law

The Authority for Missouri Mutual Aid System for Resources is in the statutes of the State of Missouri, specifically, ***Missouri Revised Statutes*** **Chapter 44 - Civil Defense Section *44.090***. The Statutes are enabling, so that a governmental entity is part of the system unless by resolution, the entity opts out.

SECTION FIFTEEN
Execution in Counterparts

This Mutual Aid Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. All original executed Mutual Aid Agreements will be kept on file with the Department of Health and Senior Services LPHA Mutual Aid Coordinator.

SECTION SIXTEEN
Public Health Advisory Committee

The Public Health Advisory Committee will create a Mutual Aid subcommittee for the purpose of gathering and analyzing data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests, and performing all duties set out in this Mutual Aid Agreement. To facilitate the implementation of the **agreement,** the advisory **committee** may adopt bylaws, policies and procedures regarding any matters deemed necessary by the Entities. The subcommittee will review and as needed, update the mutual aid agreement yearly.

SECTION SEVENTEEN
State Local Public Health Mutual Aid Coordinator

Missouri Department of Health and Senior Services shall designate a Mutual Aid Coordinator to support the planning, coordination, and activation of the statewide Mutual Aid agreement. The Mutual Aid Coordinator will:

- Chair the Public Health Advisory Committee LPHA Mutual Aid subcommittee.
- Coordinate with other mutual aid coordinators, including Fire, SEMA Area Coordinators, EMS, Law Enforcement, and Hospitals.
- Work with LPHAs to ensure the agreement is signed or provide LPHAs with the language to "opt out" of the mutual aid agreement.
- Conduct annual meetings of LPHA Mutual Aid subcommittee.
- Work with LPHA Mutual Aid subcommittee to update and review mutual aid agreement annually.
- Monitor agreement for any changes needed in terms of legislation, activation, and implementation.
- Critique agreement activations with subcommittee and makes appropriate recommendations for changes in the agreement.
- Maintain situational awareness statewide and disseminates situational information to agreement participants.
- Track LPHA mutual aid requests and actions during a response.

- Activate agreement at request of department leadership and when LPHAs are unable to find mutual aid resources on their own.

- Coordinate requests and response between LPHAs.

- Notify department leadership when LPHA mutual aid requests occur.

- Located at the LPHA Management desk in the ERC (formerly the DSR) during disaster response.

- Participate in exercises, after action, and plan critiques.

SECTION EIGHTEEN
Funding

The parties recognize the essential nature of this Mutual Aid Agreement. In order to implement and maintain this Agreement, each party agrees to make an effort to fund the Mutual Aid Agreement and any extensions thereto, subject to annual funding approved by the parties' governing bodies and subject to the parties' respective termination rights pursuant to any other agreements related to the Mutual Aid Agreement.

SECTION NINETEEN
Amendments

This Mutual Aid Agreement may only be amended by written consent of all the parties hereto.

SECTION TWENTY
Authorization

The undersigned representing the Entity below, affirms on behalf of the governing body of the Entity that he or she has the authority to sign on behalf of the Entity.

The Signatory below certifies that this Mutual Aid Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, and agrees to be bound by the Mutual Aid Agreement provided herein. A copy of the document is attached.

GOVERNING BODY NAME	LOCAL PUBLIC HEALTH AGENCY
County Commissioner, Mayor, Chairman of Board of Directors, or Chief Executive Officer (if applicable)	Local Public Health Officer/Administrator/ Director
Date	Date

WITNESS TO THE SIGNING OF THIS DOCUMENT

Name	Title
Signature	Date

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 18, 2015

ITEM: COUNCIL BILL NO. 2015-453

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: EBOLA VIRUS DISEASE MONITORING PROGRAM SERVICES CONTRACT ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a Program Services Contract for Ebola Virus Disease Monitoring activities between the Missouri Department of Health and Senior Services and the Joplin City Health Department.

DISCUSSION:
Due to the recent outbreak of Ebola Virus Disease in several countries of West Africa the U.S. Department of Health and Human Services/Centers For Disease Control and Prevention implemented a disease control program specific for Ebola Disease prevention in the US. The program was designed to prevent the spread of Ebola Disease from individuals traveling from the countries of concern back into the US. Essentially the program involves the tracking and monitoring, for symptoms of disease, of individuals upon arrival in the US from any country of concern. Various levels of travel or movement restrictions can also be implemented as part of these protocols. These restrictions generally occur during the incubation period of the disease.

As part of these protocols, local health departments, through their infectious disease prevention programs are asked to provide these tracking and monitoring activities to individuals returning to their jurisdiction. This agreement provides compensation for time spent by staff for these services.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2015-453 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract for Ebola Virus Disease Monitoring activities, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation for disease monitoring services, for up to One Thousand, Five Hundred Seventy-Five Dollars, no Cents, ($1,575.00) per monitoring occurrence; amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, providing for Ebola Virus Disease Monitoring, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

Section 2. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing revenues and appropriations by the total of One Thousand, Five Hundred Seventy-Five Dollars, No Cents ($1,575.00).

Section 3. That the City Finance Director is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations and revenues.

Section 4. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for emergency disease prevention activities for residents of the city.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of May, 2015, by a vote of

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
41765	EBOLA VIRUS DISEASE MONITORING	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
12/22/2014	5/15/2015	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
446000196	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Ebola Virus Disease Monitoring

1. GENERAL

1.1 The contract is for the period of December 22, 2014 through May 15, 2015.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of Communicable Disease Control & Prevention
Program Contact: Autumn Grim
Address: 471 Siemers Dr., Suite H, Cape Girardeau, MO 63701
Phone: 573-290-5783
Fax: 573-290-5195
Email: Autumn.Grim@health.mo.gov

2. PURPOSE

2.1 To conduct Ebola Virus Disease (EVD) Active Monitoring (AM) and/or Direct Active Monitoring (DAM) activities for travelers with identified epidemiologic risk factors to ensure, should the traveler become ill, the traveler is identified as soon as possible after symptom onset so they can be rapidly isolated, evaluated and receive appropriate medical care.

3. DELIVERABLES AND OUTCOMES

3.1 Once the Contractor is notified of a traveler in their jurisdiction by the Department; the Contractor shall:

3.1.1 Contact the traveler to verify their current location and complete the Ebola Traveler Evaluation Form (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein) for each traveler. In addition the contractor is to ensure the traveler has a clear understanding of the signs and symptoms of EVD and the importance of prompt reporting to public health should they become ill. The traveler will be provided a 24/7 contact phone number for the Department or the Provider.

3.1.2 The Contractor shall supply a copy of the completed "Ebola Traveler Evaluation Form" to the Department [Bureau of Communicable Disease Control and Prevention (BCDCP)] and consult with BCDCP on the findings from the evaluation of the traveler.

3.1.3 The Department and Contractor will determine the monitoring frequency and any movement restrictions. See the Traveler Risk Categories table for monitoring criteria contained in Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein.

3.2 The Contractor contacts the traveler to inform them of the daily monitoring (times and methods) and of any movement restrictions. The Contractor should also establish a clear understanding with the traveler that should they become ill, they would need to call the Contractor before seeking any medical treatment unless it is a medical emergency. The Contractor should provide, or ensure the traveler has all relevant EVD information and telephone numbers.

3.3 The Contractor shall monitor the traveler's temperature, symptoms, and travel daily. The information shall be documented on the Traveler Daily Monitoring Log, Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein.

3.3.1 The Contractor shall report the temperature and symptom information to the Department daily or more frequently as needed. Any fever or symptoms reported by the traveler to the Contractor should be reported to the Department **immediately**. Each traveler should have received an oral thermometer. If the traveler did not receive a thermometer; the Contractor may obtain a thermometer from the District Department Offices.

3.4 Before conducting daily in person monitoring of the traveler, the Contractor will call the traveler first to query their health status. If the traveler states they have a fever or do **not** feel well, the Contractor will **not** conduct an in-person monitoring visit.

3.5 In-person monitoring does **not** include the Contractor coming into direct contact with the traveler or entering the traveler's home. The traveler can take his/her own temperature and display the thermometer reading to the Provider. There is no need for the Contractor to touch the traveler's thermometer.

3.6 The Contractor shall communicate with the hospital that would receive the traveler, should the traveler become ill. The communication can include disclosing that an individual in the area is under precautionary monitoring, but the traveler's name shall not be revealed.

3.6.1 The Contractor shall discuss with the hospital their plans for intake of a suspected Ebola patient. Discussions should include but not limited to, how the traveler would be transported to the hospital if he/she were to become ill; if the hospital can package an EVD clinical specimen, possible waste disposal issues, etc.

3.6.2 The Contractor should find out who to notify at the hospital and their contact information (on a 24/7 basis), if the traveler were to become ill.

3.6.3 The Contractor shall instruct the hospital to alert the Contractor or Department immediately if any clinical specimens for EVD are being collected

4. REPORTS

4.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report with the final invoice. For a contract period over twelve months, the Contractor shall submit this report annually and with the final invoice.

5. BUDGET AND ALLOWABLE COSTS

5.1 Each DAM request received and approved by the Department will be reimbursed at a fixed rate of $75 per day, not to exceed $1,575 for each occurrence. DAMs for persons with epidemiologic risk factors for EVD conducted before December 22, 2014 or after May 15, 2015 will **not** be reimbursed.

5.2 Each AM request received and approved by the Department will be reimbursed at a fixed rate of $45 per day, not to exceed $945 for each occurrence. AMs for persons with epidemiologic risk factors for EVD conducted before December 22, 2014 or after May 15, 2015 will **not** be reimbursed.

5.3 Within 30 days after the end of the contract period, the Contractor shall certify in writing to the Department that the Contractor completed the project or activity or that the Contractor expended the required level of effort. The certification must contain the signature of the Contractor's authorized representative and may be in the form of a letter or a statement on the final invoice.

5.4 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the

availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

5.5 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

6.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall submit a single invoice for all work performed and reported during the contract period by May 29, 2015, unless prior written approval has been made by the Department. The invoice shall be submitted on the Department's standard DH-38 Vendor Request for Payment form and shall include the contract number and invoice number of "EVDAM" along with a copy of the completed Traveler Daily Monitoring Log.

6.3 The Department will pay the Contractor upon the receipt and approval of an invoice prepared according to the terms of this contract.

6.4 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Bureau of Communicable Disease Control and Prevention
Attention: Monitoring
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102-0570

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

6.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. The Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

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

6.9 If the Contractor receives an overpayment by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

6.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

7. AMENDMENTS

7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

8.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for two (2)

additional one-year periods. In the event the Department exercises this option, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

9. MONITORING

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

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment G, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

12.1 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not

intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

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

14. AUTHORIZED PERSONNEL

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

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of

the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

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

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

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

15.1.3 A material change of the parties to the contract occurs; or

15.1.4 By request of the Contractor.

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

15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

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

15.3 In the event of termination, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the Excluded Parties List System (EPLS); or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

CERTIFICATIONS AND SPECIAL PROVISIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send a copy of any audit report to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

Ebola Traveler Evaluation Form

Section I: Traveler Demographic Information

First Name:_____ Last Name:_____ MI:_____

Gender: □ Male □ Female Age:_____ Date of Birth: ____/____/_____

Current Address: _____

City: _____ County:_____ State: _____

Phone1: (____)_____ - _____ Phone2: (____)_____ - _____ Email: _____

Emergency Contact Name:_____ Phone (____)_____ - _____

Occupation: _____ Employer: _____

Dwelling: □ Single Family Home □ Multi-family Home □ Apartment □ Dormitory □ Other:_____

Number of persons currently living in dwelling: _____

Does the traveler speak/understand English: □ Yes □ No □ Unknown If no, language:_____

While in the affected country was the traveler working in a health care or lab setting: □ Yes □ No

If **Yes**, what was the travelers working title: _____

If **Yes**, what agency was the traveler working with: _____

Section II: Travel History

Have you traveled to Africa in the past 21 days: □ Yes □ No

(If yes, which countries, cities, and dates of travel)

Country	City	Date Arrived	Date Departed
		____/____/_____	____/____/_____
		____/____/_____	____/____/_____
		____/____/_____	____/____/_____

When did you arrive in the United States: Date Arrived ____/____/_____ Arrival Time: _____

When did you arrive in (final destination): Date Arrived ____/____/_____ Arrival Time: _____

Section III: Clinical Information

In the last 21 days, have you experienced any of the following symptoms:

Description	Symptoms	Onset date	Resolved date
Fever If yes, max (_____)	□ Yes □ No	___/___/____	___/___/____
Headache	□ Yes □ No	___/___/____	___/___/____
Muscle pain	□ Yes □ No	___/___/____	___/___/____
Vomiting	□ Yes □ No	___/___/____	___/___/____
Diarrhea	□ Yes □ No	___/___/____	___/___/____
Stomach/Abdominal pain	□ Yes □ No	___/___/____	___/___/____
Hemorrhage/bleeding (unexplained)	□ Yes □ No	___/___/____	___/___/____
Weak/Tired	□ Yes □ No	___/___/____	___/___/____
Other1: _____	□ Yes □ No	___/___/____	___/___/____
Other2: _____	□ Yes □ No	___/___/____	___/___/____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

While in Africa did you take medication to prevent/treat malaria: □ Yes □ No □ Unknown
If yes, medication taken: _____
Are you still taking medication to prevent malaria: □ Yes □ No If no, date last taken: ___/___/_____

Do you have a specific hospital you plan to use if you become ill: □ Yes □ No □ Unknown
If **Yes**, What hospital do you plan to use if you were to become ill: _____
Hospital Location: Street _____ City _____ St _____

Section IV: Exposure Information:

1. In the last 21 days, did you ever come into contact with blood or other body fluids of a person with Ebola? □ Yes □ No □ Unknown

   If **YES**: i. Stuck with a needle or other sharp object? □ Yes □ No □ Unknown
   ii. Splashed in the eye, nose or mouth? □ Yes □ No □ Unknown
   iii. Blood or body fluids directly on your skin? □ Yes □ No □ Unknown

2. In the last 21 days, did you provide direct care to anyone with Ebola while person was sick? This includes household or health care setting. □ Yes □ No □ Unknown

   If **YES**: Did you wear appropriate PPE at <u>all times</u>? □ Yes □ No □ Unknown

   If **YES** (to appropriate PPE at <u>all times</u>): Did the PPE worn include the following (*check all that apply*):

   □ N95 or higher respirator □ Powered air-purifying respirator (PAPR)
   □ Full Face Shield □ Helmet □ Headpiece □ Single use body suit
   □ Single-use (disposable) hood □ Boots
   □ Single-use (disposable), fluid-resistant or impermeable boot covers shoe covers
   □ Single-use (disposable) nitrile examination gloves with extended cuffs
   □ Single-use (disposable) fluid-resistant or impermeable gowns
   □ Single-use (disposable), fluid-resistant or impermeable apron

3. In the last 21 days, did you work in a laboratory in [Ebola-affected country]?
   □ Yes □ No □ Unknown

   If **YES**: Did you process body fluids of Ebola patients? □ Yes □ No □ Unknown

   If **YES** (to processing body fluids): Did you wear appropriate PPE and follow standard lab biosafety precautions <u>at all times</u>? □ Yes □ No □ Unknown

   If **YES** (to appropriate PPE <u>at all times</u>): Did the PPE worn include the following (*check all that apply*):

   □ N95 or higher respirator □ Powered air-purifying respirator (PAPR)
   □ Full Face Shield □ Helmet □ Headpiece □ Single use body suit
   □ Single-use (disposable) hood □ Boots
   □ Single-use (disposable), fluid-resistant or impermeable boot covers shoe covers
   □ Single-use (disposable) nitrile examination gloves with extended cuffs
   □ Single-use (disposable) fluid-resistant or impermeable gowns
   □ Single-use (disposable), fluid-resistant or impermeable apron

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

4. In the last 21 days, did you directly handle dead bodies in [Ebola-affected country]? This might include participating in funeral/burial rites or any other activities that involved handling dead bodies.
□ Yes □ No □ Unknown

If **YES**: Did you wear appropriate PPE <u>at all times</u>? □ Yes □ No □ Unknown

If **YES** (to appropriate PPE <u>at all times</u>): Did the PPE worn include the following (*check all that apply*):

□ N95 or higher respirator □ Powered air-purifying respirator (PAPR)
□ Full Face Shield □ Helmet □ Headpiece □ Single use body suit
□ Single-use (disposable) hood □ Boots
□ Single-use (disposable), fluid-resistant or impermeable boot covers shoe covers
□ Single-use (disposable) nitrile examination gloves with extended cuffs
□ Single-use (disposable) fluid-resistant or impermeable gowns
□ Single-use (disposable), fluid-resistant or impermeable apron

5. In the last 21 days, did you live or work (such as cleaning or doing laundry) in the same household as a person with Ebola, while that person was sick? □ Yes □ No □ Unknown

If **YES**: When was the persons date of symptom onset (if known) and dates traveler lived or worked in same household.

Onset date: ___ / ___ / ___ Dates in household: ___ / ___ / ____ to ___ / ___ / ____

6. In the last 21 days, have you spent time in the same room with any person with Ebola while the person was sick? □ Yes □ No □ Unknown If **YES**:

i. Did you have direct contact with the person (e.g. shaking hands)? □ Yes □ No □ Unknown

ii. Were you within 3 feet (1 meter) of the person with Ebola? □ Yes □ No □ Unknown
If **Yes:** How long were you within 3 feet of the person with Ebola? **Time: ____hrs _____ min**

iii. Did you have any other contact with a person with Ebola? □ Yes □ No □ Unknown
(***If yes, get a description of each activity and document in space provided at the end of this section.***)

If **YES to question 6i-6iii**: Were you wearing appropriate PPE <u>at all times</u>?
□ Yes □ No □ Unknown

If **YES** (to appropriate PPE <u>at all times</u>): Did the PPE worn include the following (*check all that apply*):

□ N95 or higher respirator □ Powered air-purifying respirator (PAPR)
□ Full Face Shield □ Helmet □ Headpiece □ Single use body suit
□ Single-use (disposable) hood □ Boots
□ Single-use (disposable), fluid-resistant or impermeable boot covers shoe covers
□ Single-use (disposable) nitrile examination gloves with extended cuffs
□ Single-use (disposable) fluid-resistant or impermeable gowns
□ Single-use (disposable), fluid-resistant or impermeable apron

7. In the last 21 days, did you have contact with animals, specifically bats, non-human primates, antelopes or porcupines while you were in Africa or consume bushmeat? □ Yes □ No □ Unknown

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

If the response to any of the exposure questions above was "Yes" or other possible concerns of exposure to Ebola was reported please describe in detail:

_____
_____
_____
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_____

Section V: Current Travel Plans

(*The following information is available from the* ***Section II Traveler History*** *and will assist with questions regarding current travel plans*):

Date Left Affected Country: ____/____/_____ *Last Date to be Monitored:* ____/____/_____

Current Jurisdiction (City, County):_____

Does the traveler have plans to travel or attend group gatherings or public events during the monitoring period: □ Yes □ No □ Unknown

If Yes, Describe the plans to include locations, dates of travel, and modes of travel, and purpose of travel.

_____
_____
_____
_____
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_____
_____
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_____
_____
_____

Date of first contact with Traveler: ____/____/_____

Interview Completed by: _____ **Date:** ____/____/_____

Interviewer Agency: _____

Interviewer Contact Number (____**)**____-_____

Section VI: Monitoring and Movement

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

(The information in this section is to be completed following consultation with the appropriate local and state health officials based on information included in this questionnaire).

Exposure Risk: □ High Risk □ Some Risk □ Low (but not zero) Risk □ No Identifiable Risk

Monitoring Frequency: □ Once Daily □ Twice Daily □ Other: _____

Monitoring Method (Check all that apply): □ Face-to-Face □ FaceTime/Skype □ Email □Other:_____

Monitoring Method Description (ex. twice daily to include one face-to-face in the morning and one by phone in the evening): _____

_____

_____

Any travel restrictions required (e.g., no public transportation): □ Yes □ No □ Unknown

If **Yes**, describe: _____

_____

If traveler is a student, will the student be allowed to attend school during the remainder of the monitoring period: □ Yes □ No

What hospital will the traveler use if he/she were to become ill during the monitoring period:
Hospital Name _____
Street: _____ City: _____ State: _____

Has the hospital identified been notified that a traveler in their area is being monitored and will be seeking medical care if needed during the monitoring period: ☐ Yes ☐ No ☐ Unknown

Hospital Contact Name: _____ Phone: (____) _____-_____
Infection Control Contact Name: _____ Phone: (____) _____-_____
Hospital Contact or Infection Control afterhours/emergency number: Phone: (____) _____-_____

Is a plan in place for how the traveler will be transported to hospital if illness develops during the monitoring period. ☐ Yes ☐ No ☐ Unknown If Yes, describe: _____

_____

_____

_____

Public health agency the traveler will contact if they become ill: _____

Public health agency the traveler will contact outside of business hours: _____

Lead Monitoring Agency: _____ Phone: (____) _____-_____

Lead Monitoring Agency After Hours Emergency Contact: _____

Lead Monitoring Agency After Hours Emergency Contact Number: Phone: (____) _____-_____

Traveler Risk Categories - Asymptomatic

Exposure Category	Public Health Actions	Monitoring Criteria
High Risk includes any of the following: • Percutaneous (e.g., needle stick) or mucous membrane exposure to blood or body fluids of a person with Ebola while the person was symptomatic. • Exposure to the blood or body fluids (including but not limited to feces, saliva, sweat, urine, vomit, and semen) of a person with Ebola while the person was symptomatic without appropriate personal protective equipment (PPE). • Processing blood or body fluids of a person with Ebola while the person was symptomatic without appropriate (PPE) or standard bio-safety precautions. • Direct contact with a dead body without appropriate PPE in a country with widespread transmission or cases in urban settings with uncertain control measures. • Having lived in the immediate household and provided direct care to a person with Ebola while the person was symptomatic.	• Direct active monitoring. • Public health authority will ensure, through orders as necessary, the following minimum restrictions: - Controlled movement: exclusion from all long-distance and local public conveyances (aircraft, ship, train, bus and subway). - Exclusion from public places (e.g., shopping centers, movie theaters), and congregate gatherings. - Exclusion from workplaces for the duration of the public health order, unless approved by the state or local health department (telework is permitted). • Non-congregate public activities while maintaining a 3-foot distance from others may be permitted (e.g., jogging in a park) • Federal public health travel restrictions (Do Not Board) will be implemented to enforce controlled movement. • If travel is allowed, individuals are subject to controlled movement. - Travel by noncommercial conveyances only. - Coordinated with public health authorities at both origin and destination. - Uninterrupted direct active monitoring.	The individual is placed in quarantine in their residence. Monitoring of the individual for symptoms and temperature will be conducted in person twice daily at least 6 hours apart for 21 days after departure from country. If the individual does not adhere to the requirements of the quarantine voluntarily, a quarantine order will be issued. Individuals are not allowed to leave at any time. Provisions will be delivered to the home as needed.
Some Risk includes any of the following: • In countries with widespread transmission or cases in urban settings with uncertain control measures: - Direct contact while using	• Direct active monitoring. • The public health authority, based on a specific assessment of the individual's situation, will determine whether additional restrictions are appropriate, including:	Monitoring of the individual for symptoms and temperature will be conducted twice daily at least 6 hours apart for 21 days after

appropriate PPE with a person with Ebola while the person was symptomatic or with the person's body fluids. - Any direct patient care in other healthcare settings • Close contact in households, healthcare facilities, or community settings with a person with Ebola while the person was symptomatic. - Close contact is defined as being for a prolonged period of time while not wearing appropriate PPE within approximately 3 feet (1 meter) of a person with Ebola while the person was symptomatic.	- Controlled movement: exclusion from long-distance commercial conveyances (aircraft, ship, train, bus) or local public conveyances (e.g., bus, subway). - Exclusion from public places (e.g., shopping centers, movie theaters), and congregate gatherings. - Exclusion from workplaces for the duration of a public health order, unless approved by the state or local health department (telework is permitted). • If the above restrictions are applied, non-congregate public activities while maintaining a 3-foot distance from others may be permitted (e.g., jogging in a park). • Other activities should be assessed as needs and circumstances change to determine whether these activities may be undertaken. • Any travel will be coordinated with public health authorities to ensure uninterrupted direct active monitoring. • Federal public health travel restrictions (Do Not Board) may be implemented based on an assessment of the particular circumstance. - For travelers arriving in the U. S., implementation of federal public health travel restrictions would occur after the traveler reaches the final destination of the itinerary.	departure from country. One monitoring will need to be in person, the other monitoring can occur by electronic means (e.g. Face Time, Skype, email, etc.) If the individual refuses symptom monitoring or disregards preventative instructions, additional quarantine requirements will be implemented. The individual will not be allowed to travel outside the public health authority jurisdiction, unless permission is given.

Low (but not zero) risk includes any of the following: • Having been in a country with widespread transmission or cases in urban settings with uncertain control measures within the past 21 days and having had no known exposures. • Having brief direct contact (e.g., shaking hands), while not wearing appropriate PPE, with a person with Ebola while the person was in the early stage of disease. • Brief proximity, such as being in the same room (not an Ebola patient care area) for a brief period of time, with a person with Ebola while the person was symptomatic. • In countries without widespread transmission or cases in urban settings with uncertain control measures: direct contact while using appropriate PPE with a person with Ebola while the person was symptomatic or with the person's body fluids. • Traveled on an aircraft with a person with Ebola while the person was symptomatic.	• No restrictions on work, public conveyances, or congregate gatherings • Direct active monitoring for: - U.S.-based healthcare workers caring for symptomatic Ebola patients while wearing appropriate PPE. - Travelers on an aircraft with, and sitting within 3 feet of, a person with Ebola. • Active monitoring for all others in this category.	The individual will be monitored twice daily at least 6 hours apart by telephone, electronic means, or in person. One monitoring will need to be in person each week for the 21 day after departure from country. The individual will not be allowed to leave the public health jurisdiction, unless permission is given.
No identifiable risk includes: • Contact with an asymptomatic person who had contact with person with Ebola. • Contact with a person with Ebola before the person developed symptoms. • Having been more than 21 days previously in a country with widespread transmission or cases in urban settings with uncertain control measures. • Having been in a country with Ebola cases, but without	• No actions needed.	• No monitoring of the individual for symptoms and temperature will be conducted.

widespread transmission or cases in urban settings with uncertain control measures, and not having any other exposures as defined above. • Having remained on or in the immediate vicinity of an aircraft or ship during the entire time that the conveyance was present in a country with widespread transmission or cases in urban settings with uncertain control measures, and having had no direct contact with anyone from the community.		

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

Traveler Daily Monitoring Log

Affected Countries: _____ Date Left Affected Country: ____/____/_____

Date Arrived in U.S.: ____/____/_____ Date arrived at Current Jurisdiction: ____/____/_____

Current Jurisdiction (City, County):_____ Last Date to be Monitored: ____/____/_____

Day	Date / Time	Follow up Type	Temperature	Symptoms	Medication / Monitor
0	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
1	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
2	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
3	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 0-3: Yes ☐ No ☐

If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

_____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

4	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
5	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
6	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
7	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
8	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 4-8: Yes ☐ No ☐
If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

9	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
10	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
11	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
12	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
13	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 9-13: Yes ☐ No ☐

If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

14	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
15	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
16	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
17	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
18	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 14-18: Yes ☐ No ☐
If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

Traveler Name: _____ Exposure Risk:_____ Lead Agency: _____

19	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
20	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____
21	___/___/_____ Time1:_____ Time2:_____	None ☐☐ Phone ☐☐ Face-to-Face ☐☐ Face Time/Skype ☐☐ Email ☐☐ Other_____ _____ _____	1st: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐ 2nd: _____ Oral ☐ Temporal ☐ Tympanic ☐ Non contact ☐	None ☐ ☐ Fever ☐ Vomiting ☐ Diarrhea ☐ Stomach Pain ☐ Weak/Tired ☐ Muscle pain ☐ Severe Headache ☐ Unexplained Bleeding ☐ Other _____ Onset Time: _____	**Fever Reducing Medication:** Yes ☐☐ No ☐☐ Unk ☐☐ Comments:_____ **Monitor 1:**_____ **Monitor 2:**_____

Does the person plan to travel outside of the county/jurisdiction during Days 19-21: Yes ☐ No ☐
If yes, complete ***Travel Request Form***

Notes: _____

_____

_____

_____

_____

Released from monitoring: Yes ☐ No ☐ If yes, date released: ____/____/_____

Releasing Agency: _____

Name: _____

Primary Contact Number: (_____) _____-_____

Attachment F

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY) From:	To:	4. Contractor Identifying Number (optional)
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual	☐ Final

8. Transactions
Contract Expenditures:

8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00

Match Requirements:

8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (12-14)

1. BUSINESS ASSOCIATE PROVISIONS:

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C.

1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The provider must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Ebola Virus Disease Monitoring (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the provider must perform/provide each of the following. The provider should check each to verify completion/submission of all of the following:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the provider's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the provider's name and the MOU signature page completed and signed, at minimum, by the provider and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the provider's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The provider who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the provider's name and the MOU signature page completed and signed by the provider and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

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

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICE

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 41765	**State:** 0% $0.00	**Federal:** 0% $0.00

Contract Title: **EBOLA VIRUS DISEASE MONITORING**

Contract Start: 12/22/2014 **Contract End:** 5/15/2015 **Amend#:** 00 **Contract #:**

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

Federal Award Year: 2015 **DHSS #:** TP0005310351

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

CFDA: 93.074 **CFDA Name:** HOSPITAL PREPAREDNESS PROGRAM (HPP) AND PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) ALIGNED COOPERATIVE AGREEMENTS

Federal Award Name: TP12-1201 PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) SUPPLEMENT FOR EBOLA VIRUS DISEASE ACTIVE MONITORING AND DIRECT ACTIVE MONITORING ACTIVITIES

Federal Award: 3U90TP000531-03S1

Research and Development: **N** **Subject to A-133 Requirements:** **Y**

*** The Department will provide this information when it becomes available.**

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 18, 2015

ITEM: COUNCIL BILL NO. 2015-454

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: ENVIRONMENTAL HEALTH SOFTWARE LICENSING AND SERVICE AGREEMENT ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a Licensing and Services Contract for Environmental Health Software between Healthspace USA Inc. and the Joplin City Health Department.

DISCUSSION:
This software will replace previous environmental health software that was no longer supported by the software company, thus becoming unusable. An RFP was developed and used to seek the most qualified company using price, product features and references as criteria for selection. This software update is complimentary to the Joplin Food Code update that the Joplin City Council approved in August of 2014.

This product will be used on environmental health inspections (e.g. food service sanitation, daycare inspection, lodging, body art, swimming pool) and will produce professional looking forms, improve record keeping and generate analytical reports.

RECOMMENDATION:
City Staff recommends this Council Bill be approved

COUNCIL BILL NO. 2015-454 ORDINANCE NO.

AN ORDINANCE authorizing an Environmental Health Software Licensing and Service Agreement, by and between HealthSpace USA Inc., and the City of Joplin, Missouri, for software to be used to conduct inspections; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Environmental Health Software Licensing and Service Agreement by and between HealthSpace USA Inc., and the City of Joplin, Missouri, providing for Environmental Health Software, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

Section 2. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing revenues and appropriations by the total of Twelve Thousand Two Hundred Dollars and No Cents ($12,200.00).

Section 3. That the City Finance Director is hereby directed to make all necessary entries on the City records to show the increase in revenues and appropriations.

Section 4. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, Request For Proposal deadlines necessitate the emergency ordinance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of May, 2015, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Environmental Health Software
LICENSING AND SERVICE

AGREEMENT

Between

City of Joplin Health Department

321 East Fourth
Joplin, MO 64801
and

HealthSpace USA Inc.

114 W. Magnolia Street
Suite 400
Bellingham, WA 98225
Telephone: (866) 860-4224
Fax: (604) 860-4225
Web: www. HealthSpace.com
Contact: Joseph Willmott
jwillmott@ HealthSpace.com

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ENVIRONMENTAL HEALTH SOFTWARE LICENSING AND SERVICE AGREEMENT

THIS CONTRACT, is made and entered into this ___ day of _____, 2015 by and between the **City of Joplin Health Department** hereinafter referred to as the "Department" located at 321 East Fourth, Joplin, MO 64801 and HealthSpace USA Inc., an independent contractor, hereinafter referred to as "HealthSpace", with its corporate office located at 114 W. Magnolia Street, Suite 400, Bellingham, WA 98225

WHEREAS, the Department has the right to contract with any individual or a public or private agency to furnish services on behalf of a city or general health Department for such time and for such compensation as may be agreed upon by the board and the individual or agency; and

WHEREAS, the Department desires to purchase environmental health software ("EnviroIntel Environmental Health Software" or "EHS"), user licenses, data hosting and support/maintenance services from HealthSpace; and

NOW THEREFORE, the parties hereto, each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

1. Definitions

a) "Annual Support/Maintenance Fee" means the fee charged for all regular services in the Department's contract year and includes hosting, online training, telephone and online support, system maintenance and upgrades and limited system configuration.

b) "Client Software" means software that is required to operate EHS on a computing device enabling EHS to operate disconnected from the Internet. The Client Software is part of the License described in Section 3 of this Agreement and is based on IBM Notes and is installed on each Licensed User's computer.

c) "Custom Development" means alterations to the Standard Modules requested the Department to meet specific needs that cannot be achieved in the configurable system settings. Custom Development is done as a fixed rate addendum to the Environmental Health Software Licensing and Service agreement.

d) "Data" means any and all information, processes, documentation, marks and other intellectual property owned or produced by the Department that is not "Public Data."

e) "Public Data" means any and all information entered into or stored in the system by the Department or by HealthSpace on behalf of the Department that is published and available to the general public.

f) "EHI" means personnel employed or contracted by the Department involved in surveillance and regulatory enforcement such as an Environmental Health Inspector, Sanitarian or Environmental Health Officer.

g) "EHS" means HealthSpace's EnviroIntel Environmental Health Software, the entire set of software and services based on Ei Root delivered by HealthSpace under this Agreement.

h) EHS is comprised of several technical components:

i) "EHS Databases" means all the databases supplied or built by HealthSpace as part of EHS.

ii) "Public EHS Databases" means EHS Databases which are accessible to the general public via EHS Public Facing Web interface.

iii) "Shared EHS Databases" means EHS Databases which are available to more than

one of HealthSpace's clients, such as shared discussion forums, but which are not accessible to the general public.

iv) "Operational EHS Databases" means those databases used by EHI.

i) "EHS Database Design" means the design of the IBM Notes databases and ancillary programming supplied by HealthSpace and used in EHS including all documentation and other information contained in EHS Databases.

j) “Ei Root” means the template on which EHS is based.

k) “HSP” refers to the HealthSpace Support Plan, which defines the working relationship between HealthSpace and the Department. The HSP is attached as Appendix “A“.

l) “License Fee” means a perpetual license for each Licensed User and is the initial purchase price for the system and lasts for as long as the contract is in place or renewed. The fee includes deployment, training and first year’s support and maintenance. The license is for the number of users whether they are concurrent or not.

m) “Live Date” means the date the system meets the basic requirements of the Department and is available for data entry.

n) “User” is defined as anyone who requires access to the EHS system, whether or not employed by the Department on a fulltime basis. There are 2 types of User, defined as follows:

i) “LU” Licensed User is defined as a User who contributes data to the EHS system on behalf of the Department as a Department employee or contractor or person otherwise associated with the Department. Clerical personnel who enter data generated by a supervisor or co-worker other than billing or complaints are not considered a Licensed User. Managers who only view data and do not contribute data or develop reports are not considered Licensed Users, but can be licensed to access the system under as a non-licensed user.

ii) “Non Licensed User” is defined as anyone requiring access to the EHS system who is not an LU includes senior management, clerical staff and students.

o) “PAC” means the Primary Administrative Contact and is the person who acts as a central point of contact between the Department and HealthSpace and who delivers decisions on operation and design matters with the full authority of the Department.

p) "Servers" means servers operated and maintained by HealthSpace on which EHS data is stored and accessible by the Department.

q) “Standard Modules” means the environmental health inspection, administrative and reporting functions of EHS including the configurable options that can be set in the configurable system settings.

r) “System Live Date” means the date EHS has been deployed and is ready for the Department to enter actual inspection data.

2. Scope of Service

a) HealthSpace will install and support the standard EHS inspection modules and functions of EHS that apply to the surveillance and regulatory requirements of the Department including the following functions:

i) Administration information such as workload/time tracking, resource use by facility type and EHI, activity reports for management and other agencies.

ii) Repository for on-line regulations, policies, etc.

iii) Data export facilities for accounting data from the billing module to the Department’s central accounting system, if required. This includes a standard data

interface to transfer data to the Department or County accounting system general ledger. If special needs are required beyond the transfer of data then a custom application can be developed on a fixed rate contract.

iv) Internal discussion forums.

v) Violations tracking.

vi) Web hosting and publishing of the Department's public data (if required) which includes inspection information configured to meet the requirements of the Department. An optional web portal can be developed for the Department to enable on-line payments for services and permits, requesting services, tracking of approvals and outbound email system systems for issuing bulletins, alerts and educational material using streaming video.

vii) Tracking and data transfer of samples for food, water, rabies between the lab and the Department and automatic merging of sample data from labs into original inspection/sample reports. This service is subject to the lab's cooperation in using standard protocols and database structures.

viii) Data delivery to state or municipal government agencies using electronic reports and data transfer to existing systems using common formats.

b) HealthSpace will extend emerging technologies to the Department developed by HealthSpace related to HealthSpace EHS. HealthSpace reserves the right to select appropriate technologies that, after evaluation and feedback from its client base, are identified as achievable, sustainable, and provide a significant advantage to the majority of its client base.

c) HealthSpace will support the use of EHS on desktop, laptop and tablet PCs using Microsoft Windows 7 and Windows 8 tablets. An optional inspection application is available for iOS and Android tablets covered under a separate license.

d) HealthSpace will provide approved systems development, modifications and support in accordance with the HSP.

e) HealthSpace will provide such information as necessary for the Department's staff to configure its firewall to allow Department staff to access the HealthSpace Servers.

f) HealthSpace will provide complete training for the Department's staff during the implementation/set-up period that will include at least one on-site staff training with all travel and accommodation expenses related to HealthSpace trainers for these trainings to be covered by the Department. All reimbursement expenses such as airfare, lodging, vehicle rental and meals, etc. shall comply with Department reimbursement cost guidelines that are in force from time to time. Training will cover all regular duties needed to run the Department's system as well as equipping them to install the Client Software, EHS Databases and troubleshoot simple common problems. The training will include operation of EHS but not operation of the computer operating system or hardware which is the obligation of the Department.

g) HealthSpace will deliver its standard training curriculum and material.

h) HealthSpace may provide additional "on-site" training over and above training provided during the system deployment and roll out phase, as described in (f), for the Department at no additional cost should the Department PAC request it, provided that training facilities are made available and that any expenses incurred by HealthSpace staff are paid by the Department.

i) HealthSpace will provide reasonable live on-going training using web conferencing or online training videos, as required by mutual agreement with the PAC and HealthSpace, as part of the Support/Maintenance package.

j) HealthSpace provide access to its library of report templates to department staff to meet

its reporting requirements and provide training on the use of the EHS ad hoc reporting functions and SQL Report Writer. Modifications to existing report templates may be done as a fixed price contract addendum.

k) HealthSpace will perform all maintenance as follows:

i) Maintaining and upgrading, as required, HealthSpace Servers including the installed server software

ii) Maintaining the structural integrity of all EHS and Department databases including upgrades to the server application.

iii) Correction of all errors in the EHS Database Design.

l) Development of an additional Module or functionality which is not a standard EHS feature, requested by the Department. The cost of the requested feature will be done as a fixed price contract addendum.

m) HealthSpace will make reasonable effort to ensure that the EHS servers are available at all times for the Department's use including the Department EHS public web data. Natural disasters, acts of terror, acts of God or misuse by the Department will be considered beyond HealthSpace control.

n) HealthSpace will allow access, via the Internet, to its servers for replication, internal email and outgoing external email and provide limited storage of email history.

3. License to Use Software

a) Subject to the terms and conditions specified in this Agreement, HealthSpace grants the Department and its successors the right to use the EHS Database Designs for the duration of this Agreement. The Department must purchase a License for each LU on the system. The initial License is a perpetual license and runs for as long as the Department uses the system and includes all components of the Client Software.

b) HealthSpace will provide sufficient software licenses and upgrades of the Client Software required for the number of LUs using EHS.

c) The Department is responsible for and agrees to abide by all the provisions of applicable license agreements and shall ensure that the Department staff complies with the license agreements.

d) If the Department adds EHS users, it agrees to purchase sufficient licenses for the additional staff.

4. Ownership of Software and Data

a) HealthSpace warrants to the Department that HealthSpace is the developer and owner of EHS Database Design and has full rights to the Client Software and has the right to distribute to the Department required licenses to operate EHS.

b) In the event of any suit or claim against the Department by any third party for damages and/or injunctive relief contesting ownership of EHS Database Design by HealthSpace and/or the Department's rights under this Agreement, HealthSpace agrees to, at its own expense, defend the Department against such suit or claim and to hold the Department harmless from expenses of such defense and from any court-awarded judgments resulting from such suit or claim.

c) Further, if because of such suit or claim, EHS Database Design is held to constitute an infringement of any United States copyright or patent and use of the licensed software by the Department is thereby enjoined, HealthSpace shall, at its own expense, either procure for the Department the right to continue using EHS Database Design or replace the same with a non-infringing product, substantially conforming to that described herein, or modify the same so that it shall be non-infringing, provided that this Agreement has not been terminated.

d) All Data entered into or stored in the system by the Department or by HealthSpace on behalf of the Department is and will remain the sole property of the Department. HealthSpace, its agents or affiliates have no interest in or right to Department data.

5. Obligations of the Department

a) The Department will designate staff members to provide the following functions under this Agreement:

i) PAC.

ii) Alternate PAC.

b) The Department agrees to designate a replacement PAC within thirty (30) days if the PAC is unable to serve in that capacity or leaves the organization.

c) All newly designated PACs and Alternate PACS must receive a HealthSpace designed and delivered training and existing PACs must receive annual refresher courses. Training may be done electronically.

d) The Department will be responsible for travel, housing and venue costs for staff and HealthSpace instructors related to training.

e) The Department will provide access to HealthSpace's online learning material for all staff and LUs using the system.

f) The Department agrees that its staff will follow and abide by the procedures and methods outlined in the HSP for all module design changes and the addition of new modules.

g) The Department is responsible, with support from HealthSpace, to install, and configure the Client Software on the Department computers.

h) The Department will supply all necessary hardware to operate the EHS client software.

6. Fees

a) The fees under this Agreement are as follows:

System Set-up	$	3,000
System License (per LU @ $1,600 X 5 LU)	$	8,000
Maximum Travel and Expense Allowance	$	1,200
Annual Support/Maintenance after installation year ($640 X 5 LU)	$	3,200

b) The System Set-Up Fee and the System License Fees will be due and payable upon the signing date of this Agreement by the Department.

c) The Department will pay all applicable taxes and travel costs in addition to the amounts computed above.

d) Annual Support/Maintenance Fees are included at no additional cost for the first year of this Agreement. Payment will be due on the anniversary date of this Agreement thereafter.

7. Term

a) The term of this Agreement shall be from May 1, 2015 to April 30, 2018.

b) This agreement will automatically renew under the same terms and conditions for one year at the expiration of the term if the Department does not enter into a renewal agreement or serves notice, as prescribed herein, to HealthSpace of its intent to cancel the HealthSpace service.

8. Software System Upgrades and Changes

a) The System License Fee includes all subsequent core system upgrades and changes instituted by HealthSpace after deployment. It does not include design changes to modules deployed for the Department that are outside the normal configuration options of EHS. Custom development requirements are identified in the system set up phase and are added as a fixed price addendum to this agreement.

b) System upgrade changes initiated by HealthSpace that affects the Department's system in terms of changes to the original design and functionality will be corrected, if necessary, by HealthSpace at no charge to the Department.

9. Escrow and Intellectual Property

a) The EHS Database Design shall, at all times, remain the property of HealthSpace, subject to the provisions hereof and the license of use granted herein specifically excludes any right of reproduction, sale, lease, sub-license or any other transfer or disposition of the EHS Database Design any portion thereof by the Department except as follows:

i) Upon the transfer, or merger, of substantially all of the assets of the Department to a successor organization, the License Agreement and the rights and obligations of the Department herein may be assigned to such successor.

ii) Should HealthSpace cease operations for any reason without a successor organization continuing to operate EHS, all source code required to maintain the system databases and functionality will be delivered to the Department. HealthSpace will provide authorization, under this circumstance, for the Department to continue to use its existing databases and the EHS Database Design for its own purposes in perpetuity. The Department then will be responsible for securing, at their expense, sufficient licenses to operate the Notes/Domino system platform. The Department may not, however, sell, lease, sub-license or transfer the EHS Database Design, or any portion thereof, to any other party. In this circumstance HealthSpace will deliver to the Department or place in an escrow trust with a third party and enter into an escrow agreement with the Department any parts of the source code of EHS Database Design not already in its possession so that the Department may continue to use EHS with another service provider without interruption to its business. In this circumstance the provisions for "Decommissioning" set forth in Paragraph 11 do not apply.

b) The Department grants HealthSpace the nonexclusive unrestricted right to use all innovations regarding EHS Software suggested by the Department staff without license or royalty fees provided that the innovation pertains to the operation or design of EHS, or of possible future extensions of EHS, and is either presented in an area not private to the Department or is sent directly to HealthSpace.

c) Any innovation regarding EHS Software suggested by the Department staff without license or royalty fees is given to HealthSpace on an "as is" basis and the Department does not provide any warranty regarding the innovation.

10. Termination

a) The Department may terminate this Agreement upon providing ninety (90) days' notice to HealthSpace. The document will be titled "Notice of Termination". At the end of the 90-day notice period the Department will comply with the provisions for "Decommissioning". The Department will not be liable for any Annual Payments due after the expiry of such notice.

b) The Department may, at its sole discretion, substitute any part of this notice period with a pro-rated partial renewal fee.

c) If the Department decides to terminate this contract, the Department may at its sole discretion continue the contract into the following contract year past the next renewal date for any whole number of months that it finds convenient with the renewal fee being pro-rated appropriately.

d) Should either party default in the performance of any obligation under this Agreement or breach any provision contained in the Agreement and not correct or substantially cure the default or breach within thirty (30) days after receipt of written notice by the other party of such default or breach, then in addition to other remedies set forth herein, this Agreement may be terminated by the non-defaulting/non-breaching party in which event the Department will comply with the provisions laid out for "Decommissioning".

e) In the event either party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other party may, at its sole discretion, terminate the Agreement upon giving thirty (30) days' notice to the other party and "Decommissioning" will not apply.

f) In the event HealthSpace elects to pursue a direction with the EHS program that significantly diverges from the Department EHS model, HealthSpace reserves the option of terminating this Agreement. If HealthSpace exercises this option, HealthSpace will provide the Department with ninety (90) days written notice. Under these circumstances, HealthSpace agrees that the Department may continue to use its existing databases, and the EHS Database Design, for the Department's own purposes in perpetuity. HealthSpace will provide the Department with the necessary information to unlock the Department EHS design. The Department may not, however, loan, give, sell, lease, sub-license or transfer the EHS Database Design, or any portion thereof, to any other party. In this circumstance HealthSpace will deliver to the Department any parts of the source code of the Department version of the EHS Database Design not already in the Department's possession so that the Department may continue to use EHS with another service provider without interruption to its business. In this circumstance, the provisions for decommissioning do not apply. The provisions of this clause do not apply if HealthSpace terminates this Agreement for any other reason.

11. Decommissioning

a) Upon termination of this Agreement, or its expiration without replacement, the Department agrees to place any local copies of the databases which are located on Department computers into 'read-only' mode within five (5) working days of the termination date. HealthSpace will provide support for this process. The Department agrees not to make further use of these local copy databases except for the purpose of extracting data for use with other software or systems. In addition, the Department agrees to remove all copies of Shared EHS Databases from its computers within five (5) working days of the termination date.

12. Confidentiality

a) At no time can the Department, its agents or affiliated organizations disclose, in any manner, technical design information regarding EHS or its components, including, but not limited, to documentation, source code, database design elements and object code to third parties, sold, assigned, leased, or otherwise made available or disposed of, or commercially exploited or marketed in any way with or without charge, without the prior written consent of HealthSpace. However, the Department may disclose the EHS technical design information to the Department's attorneys, certified public accountants, or consultants if required in the conduct of the Department's practice provided that such entity does not, and does not plan to, offer software or services that compete with EHS and that such entities shall agree to be bound by the confidentiality and nondisclosure provisions in this Agreement.

b) The Department, its employees and agents shall keep confidential the EHS design or its components and take all reasonable precautions to prevent the software from being copied or reproduced, in whole or in part, by any person, firm or corporation at any time without the prior written consent of HealthSpace and the Department.

c) HealthSpace, its employees and agents shall keep confidential the Department's data (the "Data") excepting data that is accessible by the general public (the "Public Data") and shall

take all reasonable precautions to prevent that data from being accessed by parties other than as authorized by the PAC.

d) HealthSpace agrees to ensure the following:

(1) all copies of the Department data will be secured behind a professionally configured firewall, and

(2) HealthSpace will use database systems with adequate and reliable security and will make regular security checks on these systems. HealthSpace will supply the PAC with copies of the results of such checks upon request. The Department agrees that it will treat these results with at least the care it uses with its own most sensitive security information.

e) HealthSpace will not disclose any information or data of the Department, except that which is authorized by the Department PAC to be placed in the public and shared EHS Databases.

f) HealthSpace will not, during the term of this Agreement, perform a service or, or provide advice to any person, firm or agency, which gives rise to a conflict of interest between the obligations of HealthSpace under this Agreement, except that which is required by law.

g) It is understood and agreed that this section shall subsist even if the remainder of this Agreement is terminated for any reason whatsoever.

13. Indemnification

a) HealthSpace agrees that it will defend, indemnify and hold the Department harmless from any liabilities, claims or demands arising out of the work performed or services provided pursuant to this contract from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of HealthSpace or its officers, employees, agents or assigns. The Department shall give timely notice and accord to HealthSpace the right to defend and settle all such claims.

b) HealthSpace agrees to compensate the Department for any loss or damages caused directly by HealthSpace to the Department's premises or physical property, arising out of the work performed or services provided pursuant to this Agreement.

c) HealthSpace agrees to provide the Department proof of liability insurance prior to commencing work under this Agreement.

d) The Department acknowledges that the licensed software provided by HealthSpace constitutes part of an information system to be used by the Department, its staff, employees and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.

14. Notice

a) All notices shall be in writing and shall be sent by certified mail, return receipt requested, or by facsimile, or email to the people and addresses set out below, or to such other address as either party may request by notice. All notices sent by certified mail shall be effective five (5) working days after receipt. Notices sent by facsimile or email shall be immediately confirmed in writing sent by overnight delivery courier and shall be effective on the date of transmission.

HealthSpace USA Inc.
114 W. Magnolia Street, Suite 400, Box #111A
Bellingham, WA 98225
Telephone: 1 (866) 860-4224 Ext. 1000
Web: www.healthspace.com
Contact: Joseph Willmott
jwillmott@healthspace.com

City of Joplin Health Department
Attn: Ryan Talken, Assistant Health Director
321 East Fourth
Joplin, MO 64801
Email: RTalken1@joplinmo.org
Telephone: (417) 623-6122

b) If normal mail service, facsimile or email are interrupted by strike, slow down, Force Majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the parties sending the notice shall use any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

15. Force Majeure

a) Neither party is liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, their failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar event beyond the control of the party affected which may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected shall promptly notify the other, giving particulars of the event. The party so affected shall use reasonable efforts to eliminate or remedy the event.

16. Information Management Responsibilities

a) HealthSpace shall comply with all applicable privacy laws, rules and regulations in the State of Missouri.

17. General

a) This Agreement, the schedules and all attachments designated on the face of the Agreement as included shall constitute the entire Agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.

b) This Agreement may not be modified except by subsequent agreement in writing executed by both the Department and HealthSpace.

c) It is mutually agreed by and between the parties that the relationship between the Department and HealthSpace will be that of independent contractor and no principal-agent or employer-employee relationship is created by this Agreement. The Department is interested in the results achieved and the conduct and control of the work will lie solely with the HealthSpace. HealthSpace is not entitled to any of the benefits the Department provides its employees. It is further understood that the Department does not agree to use HealthSpace exclusively. Moreover, it is understood that HealthSpace is free to contract for similar services to be performed for other parties while under contract with the Department.

d) Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of HealthSpace and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to HealthSpace.

e) It is mutually agreed by and between the parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement shall be for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

f) This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri. The captions and headings appearing in this Agreement are inserted for convenience.

g) This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Neither party may assign, subcontract or transfer any interest in this Agreement without prior written consent of the other.

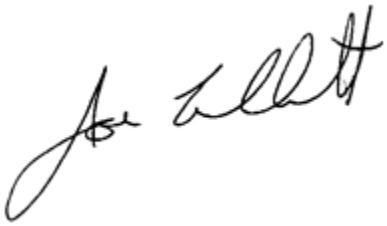
h) Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.

IN WITNESS WHEREOF, the parties hereto have entered into this contract on the _____ day of _____, 2015.

For ANY COUNTY HEALTH DEPARTMENT:

Date	**Authorized Signatory**
	Print Name Here

For HEALTHSPACE USA INC.:



APRIL 20, 2015	
Date	**Joseph Willmott**

Appendix A



HealthSpace Support Plan and Change Management Procedures

Overview

The purpose of this document is to specify support procedures for HealthSpace EHS for the Department. The goal of these procedures is to ensure high quality and efficient utilization of this resource.

Roles

1. HealthSpace Client Representative

The HealthSpace Client Representative will be the focal point for management of service requests from the Department. This staff will meet via teleconference with the Department service manager to coordinate the processing of service requests. The role will bring in other HealthSpace resources as required, and will provide input on the classification of service requests by type, priority, level of effort and business impact.

2. Department Primary Administrative Contact (PAC)

The PAC will be the focal point for management of service requests for the Department. This staff will meet via teleconference with the HealthSpace service representative to coordinate the processing of service requests. The PAC will be responsible for setting type, priority, level of effort and business impact of all service requests.

3. Program area user contacts

Each participating Department program will have one or more user contacts. These staff will have the follow responsibilities:

- Participate regularly in the HealthSpace Support Forum
- Participate as required in the service conference calls with HealthSpace
- Advise the service manager is assessing and classifying service requests
- Communication with staff on it the programs areas on changes and issues as required
- Develop implementation plans for service requests with a business process impact

4. Program area directors
   - Sign-off on any change request with a business process impact
   - Sign-off on any CRITICAL service requests (sign-off may be after the fact)
   - Sign off on business requirements for high effort service requests
   - Participate with the service manager in service planning meeting at least once a quarter
5. The Department Manager
   - Negotiate service and maintenance contract
   - Provide a point of escalation for the service manager and program directors
   - Participate with the PAC and HealthSpace in quarterly service reviews

Service Requests

Service requests for changes to EHS will be classified as either a system upgrade, bug fix or major/new. These parameters will determine how requests will be handled and tracked.

Service request have three status conditions. These will be used as follows:

- **New:** All service requests will be submitted to the Support Forum as new.
- **Review:** Service requests will have the status of Review after the PAC has read them. They will stay in this status until they are closed or transferred to and accepted by the HealthSpace client representative for action by HealthSpace. While under review, the service request will be given a type, a priority and a level of effort, and the business impact will be assessed.

- **Active:** Service requests with and active status will be those which are being addressed by HealthSpace.

Types

Service requests will be classified as either Suggestions or Problems.

Problems/Bug Fixes/System Upgrades: These are will include HealthSpace functions that do not work properly or change or enhancements required to the system. Unresolved problems will be tracked in the Unresolved Problems folder in the HealthSpace Support Forum. This folder will contain all service requests that HealthSpace is required to address, and only service requests which HealthSpace can address.

Suggestions: Suggestions will include all issues and changes that meet one of the follow criteria:

- Changes that do not involve changes to EHS such as changes to or a clarification of business processes.
- Changes which require and have not received management review and approval prior to being forwarded to HealthSpace
- Changes which require clarification or analysis before they are well enough understood to be assessed.

Suggestions will be tracked in the Unresolved Suggestions folder in the HealthSpace **Support Forum.**

For service requests:

An item is placed in the Support Forum. It is analyzed by PAC and HealthSpace. If there is agreement the request should be acted upon, a project is developed with a schedule. Tasks are then created and moved to HealthSpace Development.

Development is done in a Development Database/Template. There may be more than one task being worked on at a time. Each task changes 'Elements' of the program. An element is 'Checked Out' of the template when a developer is modifying it, to prevent changes over-lapping or conflicting. If two tasks require the same element, one will wait until the other task is complete. Development does rudimentary testing, and then moves the tasks on to HealthSpace Quality Assurance/internal testing.

Internal testing is done in a 'clean database' and may involve a pre-test review by the PAC or designate. The elements that are indicated in each completed development task are moved to the testing database. If a completed task shares an element with an incomplete task, no elements from either task are moved to the testing database. When both are complete, they are tested together. All elements that have been modified in a task, or tasks, stay in the testing database and are refreshed to Testing & Training and Live databases at the same time; right now, each Friday evening, so that modifications to the database are available first thing Monday morning.

6. For bug fixes:

An item is placed in the Design Forum, or is telephoned in to the office Support Desk. A task is created immediately, and development begins to fix the problem. The 'offending' Element is checked out of the template to be modified. Development does rudimentary testing, and then moves the tasks on to Quality Assurance/Testing.

HealthSpace operations will test the change, and if necessary, the modification will be refreshed immediately. However, all elements that have been modified in a task, or tasks, stay in the testing database and are refreshed to Testing & Training and Live databases at the same time, meaning, that everything that has been previously tested, will be refreshed with the bug fix.

7. For Major/New Development:

When a decision has been made and authorization is granted to make major changes to an existing module, or a new module added to EHS, discussion will happen in Support Forum, with a

user group defining the changes needed. Once there is consensus between the user group, PAC and HealthSpace a project(s) is created from the discussion forum outlining the tasks and schedule to complete the upgrade or addition.

Development is done in a Development Database/Template. There may be more than one task being worked on at a time. Development does rudimentary testing, and then moves the tasks to a testing database.

Testing is done by the Program Area User Contacts as changes happen, in a testing copy for that particular module. No other work that will affect the changes will be refreshed to this testing database (bug fixes or service requests that have to do with the existing modules). When there is a consensus from the user group that a certain portion of the program is to their satisfaction, it is signed off, and the next phase begins, until the new development is complete. Now the tasks move to internal and user testing.

Testing is done in a 'clean database'. The elements that are indicated in each completed development task are moved to the testing database. When the new development has been thoroughly tested, it is rolled out to Testing & Training database, and Live.

8. Processing Service Requests:
When the PAC sets the Priority and Business Impact, it should be done in a response document to the original post, to keep the actual posting titles free of clutter, and postings easy to find.

The Department must indicate their priority in the Support Forum if there is work that needs to be done in a certain order. If there is no priority list, HealthSpace will analyze the requests and do them in the most logical order for development - usually in order that they are posted.

HealthSpace only can set the level of effort, and is usually be done by staff developer and communicated to the PAC by the HealthSpace Client Representative.

Processing service requests will be done when the PAC has enough information from all interested parties, from Management to Program Users, and in all three HSDA's.

When tasks are complete, and ready for refresh, notification will be sent to the PAC, as well as posted in the design forum, recent changes area of the Welcome Page, and an email to the initiator of the request. The Department must insure that this information is distributed and easily available to those particular people who 'need to know' and are affected.

Priority

Every service requests will be given a priority by the PAC, in consultation with users ad HealthSpace. By convention, priority will be indicated at the beginning of a service request title.

Priorities will be assigned by the following criteria:

High: These will include emergency services requests. They must be addressed immediately in order for the Department to continue to perform critical functions. Addressing these services requests will involve, if necessary, emergency changes to the software and will override the normal change control process.

Service requests of this priority should be very infrequent.

Medium: Services requests having a direct impact on productivity and service levels. They will be addressed within the standard change control procedures as quickly as possible.

Low: Service requests that are convenient but are not important. They will be addressed as time permits if the level of effort required is low.

Level of Effort

In general, the level of effort required on any task will be set by HealthSpace developers. This will be communicated to the PAC by HealthSpace. Level of Effort does not indicate a timeline for the task to be complete.

Levels of effort will correlate with the complexity of the service request, so the level of documentation and sign-off required will increase with level of effort. Medium service requests will require, as a minimum, a written specification that have been reviewed and agreed to by the PAC and HealthSpace.

High levels of effort requests will require a written specification signed off by the Program Area Director and formally accepted by HealthSpace. Consensus must be gained by the Department between the Program Area Director, the PAC, Program Area User Contacts and HealthSpace as to the exact parameters of the request in terms of desired results, functionality and business impact. HealthSpace's acceptance will signify that the requirement is specified in adequate detail and that they have no concerns regarding the feasibility or reasonableness of the request.

Business impact

Service requests to HealthSpace of any type, priority or level of effort may involve changes to the Department business processes. Whenever this is the case, there must be an action plan to coordinate the implementation of the software changes with changes in business processes in program areas.

System Releases

Changes to EHS are not bundled into periodic releases like new versions of software. System upgrades and newly developed elements are released into the live system as they are tested and signed off by the Department. It is good practice to have the system locked down after a period of changes where no new development takes place except for minor maintenance and bug fixes. A constantly changing system can cause confusion among users. New requirements and changes are then catalogue and acted upon when the system is reopened for upgrades and development. This provides for system stability and familiarity of user interfaces thereby increasing productivity. It further provides management an opportunity to control the intervals of when and what where changes are implemented. The objective of any initiative to upgrade or add new development is to bring the system to a period of lockdown or stasis.

The major steps in a system release will be as follows:

- Development of the release test plan

  This document must specify what testing needs to be done prior to promotion of the release into production, and who will do the testing. As software changes can have unpredictable consequences, the scope of testing will include confirming both that scheduled changes have occurred, and that there are no unintended consequences. Program Area Contacts will normally participate in testing and will need to review and sign-off on the plan as well as the PAC.

- Develop a communication and training plan

  Users of HealthSpace will need to be informed of changes to HealthSpace prior to implementation. Typically some level of refresher training and updates to documentation will be required. This amount of effort required for this will vary depending on the nature of the changes.

- Development of system changes

  Development is done in a Development Database/Template. QA testing is done in a QA database. All elements that have been modified in a task, or tasks, are refreshed to Testing & Training databases.

- Testing

  The new release will be tested by the PAC and Program Area Contacts, as per the test plan.

- Promotion of new release into production

- Settling in period and follow-up

Communication

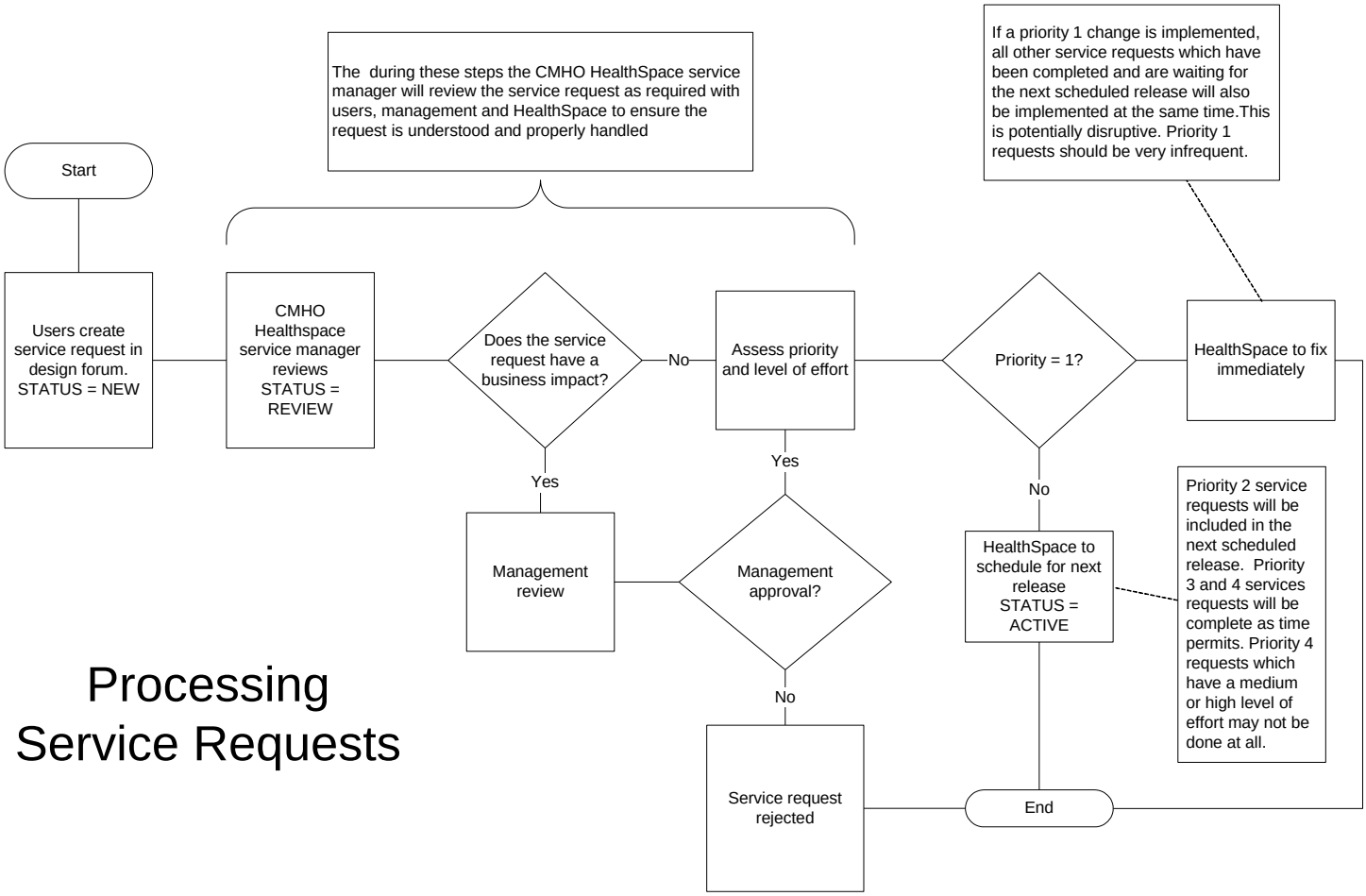
The principle mechanism for creating, and tracking service requests is the HealthSpace Support Forum. Active participants in the design forum will be HealthSpace Client Representative, PAC and Program Area User Contacts. As much as possible, the design forum will be used as a repository of design information and implementation plans related to service requests.

The Support Forum is not an appropriate mechanism for discussion and resolution of design or business process issues, or for recording and responding to service complaints. Communications of this type will be handled via email, telephone contact, design workshops and/or weekly or monthly meetings.

Escalation

Any stakeholder in the Department/HealthSpace implementation, including HealthSpace staff, can escalate service issues or problems to the Department Manager. Normally this escalation will go through the PAC.

Processing Service Requests



City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 18, 2015

ITEM: COUNCIL BILL NO. 2015-510
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule 1

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2014-2015 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. The changes that have occurred are:

- Police Department received a donated K-9 valued at $7,000
- Police Department received various donated supplies valued at $43,080
- Police Department utilizing drug forfeiture funds to purchase software for $700
- Museum Facility Repairs included in the FY 2014 budget, not completed until FY 2015 in the amount of $15,000
- Repair of Sinkhole at Ewert Park Tennis Courts reimbursed by Liability Self-Insurance for $44,270
- Begin construction of car wash facility at Airport reimbursed by collection of facility fee for $300,000
- Replace point of sale equipment for utility billing collections in the amount of $710
- Repair of South Digester Boiler at Wastewater Treatment Facility in the amount of $14,500

This budget amendment increases revenues by $94,350 and expenditures by $425,260.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2015-510 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, to adjust appropriations in various funds and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2014-177 on October 20, 2014, which estimated revenues and appropriated funds for the fiscal year 2014-2015, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing revenues by the total amount of Ninety-Four Thousand Three Hundred Fifty Dollars and No Cents ($94,350.00) and by amending appropriations by the total amount of Four Hundred Twenty-Five Thousand Two Hundred Sixty Dollars and No Cents ($425,260.00) for the purposes and amounts as shown in Schedule 1 attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2015, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE 1

CITY OF JOPLIN
BUDGET AMENDMENT
2014-2015 ADOPTED BUDGET
8-May-15

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Fund	001-0000-450-0306	Other Donations	$	50,080	-
	Police Patrol	001-5502-510-5185	Donated Supplies		-	40,580
	Police Patrol	001-5502-510-8220	Operating Equipment			2,500
	Police Patrol	001-5502-510-8220	Operating Equipment			7,000
	Police Technical Services	001-5504-510-2110	Computer Software			700
	Total General Fund			$	50,080	50,780
115	Parks & Recreation Fund					
	Parks Fund	115-0000-460-0210	Liability Insurance Transfer	$	44,270	-
	Parks Museum	115-6514-560-8010	Facility Improvements			15,000
	Parks Maintenance	115-6532-560-8505	Park Improvements			44,270
	Total Parks & Recreation Fund			$	44,270	59,270
405	Airport Fund					
	Regional Airport	405-5004-520-8810	Construction in Progress	$	-	300,000
	Total Airport Fund			$	-	300,000
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-8315	Computer Equipment	$	-	710
	Wastewater Treatment	415-4541-540-4125	Equipment Repairs			14,500
	Total Sanitary Sewer Fund			$	-	15,210
Grand Total				$	**94,350**	**425,260**

COUNCIL BILL NO. 2015-608 ORDINANCE NO.

AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the City's Motorola Digital Radio System for the annual amount of One Hundred Thirty Thousand, Three Hundred Thirty-One Dollars and Forty cents ($130,331.40); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, will end June 2016;

WHEREAS, This agreement continues the system maintenance of infrastructure components provided by Motorola;

WHEREAS, This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure.

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

Section 1. That the Contract for Technical Support by and between the City of Joplin and Motorola, Inc., in a total amount of One Hundred Thirty Thousand, Three Hundred Thirty-One Dollars and Forty cents ($130,331.40), providing for the system maintenance of infrastructure components provided by Motorola, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. That 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 continuation of a maintenance agreement for equipment service that is scheduled to lapse on July 30, 2014, and as such, is considered an emergency and shall take effect immediately upon passage. Further, this Ordinance is an emergency within the meaning of Section 2.12 (4) in that this was an item approved in the existing budget and is a general appropriation of city funds.

Council Bill No. 2015-608 (Continued)

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____

Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

I hereby certify that a sufficient amount is available in the Emergency Communications Budget, Account No. 520-8503-510-5265, to pay the contract amount.

_____

Leslie Haase, Director of Finance

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: May 18, 2015
ITEM: Council Bill No. 2015-608; Technical Support between the City of Joplin and Motorola

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2015-608; copy of Contract

DEPARTMENT HEAD:	Jason B. Burns	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**
CITY ATTORNEY:	Peter Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

This Council Bill approves a contract between the City of Joplin, Missouri and Motorola providing continuing system maintenance of infrastructure components provided by Motorola.

SUMMARY/DISCUSSION:

The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, is due for annual renewal. This agreement continues the system maintenance of infrastructure components provided by Motorola. The Motorola Digital Radio System is a complex system of routers, servers, combiners, microwave systems, etc., and requires monitored maintenance of the system infrastructure and an immediate customer service response should the system and/or system components fail. This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure. The agreement is for a one year period and will be reviewed yearly for additions to the maintenance necessary as other system components complete their standard warranty periods or extended warranty periods.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

JBB/ts
attachment

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001011659
Contract Modifier: RN17-NOV-14 18:34:29

Date: 11/17/2014

Company Name:	Joplin, City Of
Attn:	
Billing Address:	303 E 3rd St
City, State, Zip:	Joplin,MO,64801
Customer Contact:	
Phone:	

Required P.O.:	No
Customer # :	1000708183
Bill to Tag # :	0001
Contract Start Date:	06/01/2015
Contract End Date:	05/31/2016
Anniversary Day:	May 31st
Payment Cycle:	MONTHLY
PO # :	N/A

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	NETWORK MONITORING-CTD	$1,262.45	$15,149.40
1	SVC150AD	ASTRO25 MASTER SITE		
1	SVC151AD	ASTRO25 PRIME/CO-LOCATED		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	$4,442.15	$53,305.80
1	SVC051AD	ASTRO25 MASTER SITE		
1	SVC053AD	ASTRO25 PRIME/CO-LOC W/O SWITCH		
1	SVC055AD	ASTRO25 REMOTE SITE		
1	SVC060AD	ASTRO25 DISPATCH SITE		
10	SVC061AD	ASTRO25 STATIONS		
5	SVC062AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1104C	TECHNICAL SUPPORT	$3,938.07	$47,256.84
1	SVC032AD	ASTRO25 MASTER SITE		
1	SVC033AD	ASTRO25 PRIME/CO-LOCATED		
1	SVC035AD	ASTRO25 REMOTE SITE		
1	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH	$626.60	$7,519.20
1	SVC129AD	ASTRO25 MASTER SITE		
1	SVC130AD	ASTRO25 PRIME/CO-LOCATED		
1	SVC132AD	ASTRO25 REMOTE SITE		
1	SVC137AD	ASTRO25 DISPATCH SITE		
	SVC02SVC0001C	SP - MICROWAVE SERVICES	$591.68	$7,100.16
1		NETWORK(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$10,860.95	$130,331.40
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$10,860.95	$130,331.40
Taxes	-	-
Grand Total	$10,860.95	$130,331.40

	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
	Subcontractor(s)	**City**	**State**
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA - T9 SYSTEM MGR NON IL (CE546)	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Ashley Snider 720 457-8005

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Joplin, City Of
Contract Number: S00001011659
Contract Modifier: RN17-NOV-14 18:34:29
Contract Start Date: 06/01/2015
Contract End Date: 05/31/2016

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge,a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement,the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services,Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT
Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order,acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work,but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"),whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
Revised Jan 1, 2010

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001011659
Contract Modifier: RN17-NOV-14 18:34:29

Date: 11/17/2014

Company Name:	Joplin, City Of
Attn:	
Billing Address:	303 E 3rd St
City, State, Zip:	Joplin,MO,64801
Customer Contact:	
Phone:	

Required P.O.:	No
Customer # :	1000708183
Bill to Tag # :	0001
Contract Start Date:	06/01/2015
Contract End Date:	05/31/2016
Anniversary Day:	May 31st
Payment Cycle:	MONTHLY
PO # :	N/A

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	NETWORK MONITORING-CTD	$1,262.45	$15,149.40
1	SVC150AD	ASTRO25 MASTER SITE		
1	SVC151AD	ASTRO25 PRIME/CO-LOCATED		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	$4,442.15	$53,305.80
1	SVC051AD	ASTRO25 MASTER SITE		
1	SVC053AD	ASTRO25 PRIME/CO-LOC W/O SWITCH		
1	SVC055AD	ASTRO25 REMOTE SITE		
1	SVC060AD	ASTRO25 DISPATCH SITE		
10	SVC061AD	ASTRO25 STATIONS		
5	SVC062AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1104C	TECHNICAL SUPPORT	$3,938.07	$47,256.84
1	SVC032AD	ASTRO25 MASTER SITE		
1	SVC033AD	ASTRO25 PRIME/CO-LOCATED		
1	SVC035AD	ASTRO25 REMOTE SITE		
1	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH	$626.60	$7,519.20
1	SVC129AD	ASTRO25 MASTER SITE		
1	SVC130AD	ASTRO25 PRIME/CO-LOCATED		
1	SVC132AD	ASTRO25 REMOTE SITE		
1	SVC137AD	ASTRO25 DISPATCH SITE		
	SVC02SVC0001C	SP - MICROWAVE SERVICES	$591.68	$7,100.16
1		NETWORK(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$10,860.95	$130,331.40
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$10,860.95	$130,331.40
Taxes	-	-
Grand Total	$10,860.95	$130,331.40

	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
	Subcontractor(s)	**City**	**State**
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA - T9 SYSTEM MGR NON IL (CE546)	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Ashley Snider 720 457-8005

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Joplin, City Of
Contract Number: S00001011659
Contract Modifier: RN17-NOV-14 18:34:29
Contract Start Date: 06/01/2015
Contract End Date: 05/31/2016

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 4, 2015

Item: COUNCIL BILL NO. 2015-260
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 4/13//2015

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 010-15: Northwest Corner of 15th Street and Range Line Road – a request to rezone from District R-1 (Single-Family Residential) and District C-1 (Neighborhood Commercial) to District C-3 PD (Commercial Planned Development) for future commercial development – Yorktown Properties.

STAFF SUMMARY:
The proposed rezoning is for future development on this property. This property is adjacent to some single-family residential housing on the west side and may be subject to protest from residents due to noise, congestion, or increased traffic. The rezoning of this property should not, however, adversely affect adjacent commercial development.

Staff recommends approval of Case 010-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mike Mellinger stated that he and the property owner have entered into an agreement subject to the rezoning to lease this property to Chili's for a free-standing restaurant. The property encompasses several lots that previously contained commercial and residential buildings. One existing home on the southwest corner of the property will be removed. The driveways shown on the development plan line up with what the Missouri Department of Transportation (MoDOT) asked him to do.

There is a small non-buildable piece of land on the southeast corner that Mr. Mellinger and Yorktown Properties do not own. MoDOT will eventually take that property as part of the intersection improvements, so that area is not included in this request.

Mr. Eastman asked what type of fencing or berm will be placed adjacent to the houses on the

west end of the property, and what type of lighting will be involved. Mr. Mellinger typically erects a six-foot privacy fence, with some land on the west side of the fencing to allow for some landscaping on the residential side. This would be very similar to what was done at the Bel-Aire Center at 20th Street and Range Line Road.

Mr. Mellinger stated that the lighting will be designed to shine onto the property and not off of the property. He is not really in control of what Chili's would do since the property will be leased to them, but the owners can control what Chili's would have to do. If the commissioners believe something needs to be accomplished, that can be incorporated into the planned district.

Mr. Duncan thought Mr. Mellinger bermed up the property at 20th and Range Line besides erecting the privacy fence. Mr. Mellinger stated that the topography is a lot different, with the top of the property being bermed to increase the height of the fence.

Mr. Duncan discussed the amount of height the developers want to achieve for a privacy fence and asked if there is a minimum requirement on that. Mr. Bolander stated they can do a combination of fencing and berming. The code doesn't contain any specific standards, but the landscaping and berming can be included as part of the requirements in the planned district.

Mr. Mellinger stated that one the benefits of doing the planned development is that he can modify and mold the development to fit what the commissioners want.

Mr. Duncan asked Mr. Mellinger how traffic will enter the restaurant coming from the three directions. He replied the intersection of 15th and Range Line has a traffic signal, with a median going north all the way to the north portion of the property. The Range Line entrance will be a "right-in/right-out" entrance. An additional entrance is provided from 15th Street, with a relief driveway entering the property from 14th Street. Northbound traffic would turn left onto 15th Street and turn right into the property. Eastbound traffic would make a left turn. Southbound traffic would make a "right-in/right-out" turn.

Mr. Duncan asked if only one house would be removed, and Mr. Mellinger stated yes. The house is on the north side of 15th Street at the southwest corner of the property in this request.

In response to comments from the audience, Mr. Duncan asked if closing off 14th Street is an option, and Mr. Bolander was not sure at this point. The City staff must review the traffic flow and traffic capacity.

PUBLIC COMMENT:
Comments in opposition were received from the following:

Dr. Keith Grebe, 2736 East 15th Street, Joplin
Mr. Michael Pier, 2915 East 14th Street, Joplin
Mr. Barry Sanborn, 2911 East 15th Street, Joplin

They expressed concerns about increased traffic volumes, along with speeding traffic endangering children in the neighborhood. They also expressed concern about an entrance from 14th Street.

P & Z Case 010-15
Yorktown Properties
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-260 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-1 and including in District C-3-PD property as described below and located at the northwest corner of 15th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and District C-1 and including same in District C-3-PD:

> All of lot numbered seventy-three (73) in Campbell's first addition to the city of Joplin, Jasper County, Missouri, subject to highway right of way; and all of lots numbered seventy-four (74) and seventy-five (75) in Campbell's first addition to the city of Joplin, Jasper County, Missouri; and all of lot numbered seventy-six (76) in Campbell's first addition to the city of Joplin, Jasper County, Missouri; and all of lots numbered ninety (90) and ninety-one (91) except the north 10 feet thereof in Campbell's first addition to the city of Joplin, Jasper County, Missouri according to the recorded plat thereof; and all of lot numbered eighty-nine (89) in Campbell's first addition to the city of Joplin, Jasper County, Missouri according to the recorded plat thereof, except the north 10.00 feet thereof (see book 1140, page 1996); and all of lot numbered eighty-eight (88) in Campbell's first addition to the city of Joplin, Jasper County, Missouri, according to the recorded plat thereof, generally described as the Northwest corner of the intersection of 15th Street and Range Line Road, containing 1.7 acres more or less.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

REZONING APPLICATION FORM

RECEIVED 3-12-15

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 610-15
Filing Fee: $350.00
Date Advertised:
Date Notices Sent: 3-30-15
P&Z Date: 4-13-15
City Council Date: 5-4-15

APPLICANT: MAJ 2006 Family Limited Partnership PHONE: 417-781-8512
ADDRESS: P.O. Box 2602 Joplin MO ZIP: 64803
EMAIL: yorktownpoc@gmail.com
OWNER: SAME PHONE:
ADDRESS: ZIP:
EMAIL:
LOCATION OF PROPERTY: NWC Range Line Rd. + 15th St
LEGAL DESCRIPTION: SEE ATTACHED

Present Zoning Res + Commercial Requested Zoning: PD Acreage: 1.7 +/-
Present Use of Property: VACANT
Proposed Use of Property: Chili's Restaurant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	
South	Commercial	
East	Commercial	
West	Residential	

CHARACTER OF THE NEIGHBORHOOD: Commercial N, E & S, Residential to the West

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: Area way too busy for residential uses.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES
2. Consistent with Future Land Use Map? YES

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. 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 effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned-Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: RANGE LINE Rd. & 15TH ST
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? ? I DON'T THINK SO
4. Utility Easements:
   Electricity? IN PLACE
   Gas? IN PLACE
   Sewers? IN PLACE
   Water? IN PLACE
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

AT THIS BUSY INTERSECTION WE FEEL COMMERCIAL USES ARE IDEAL FOR OUR COMMUNITY

SIGNATURE: _____ DATE: _____

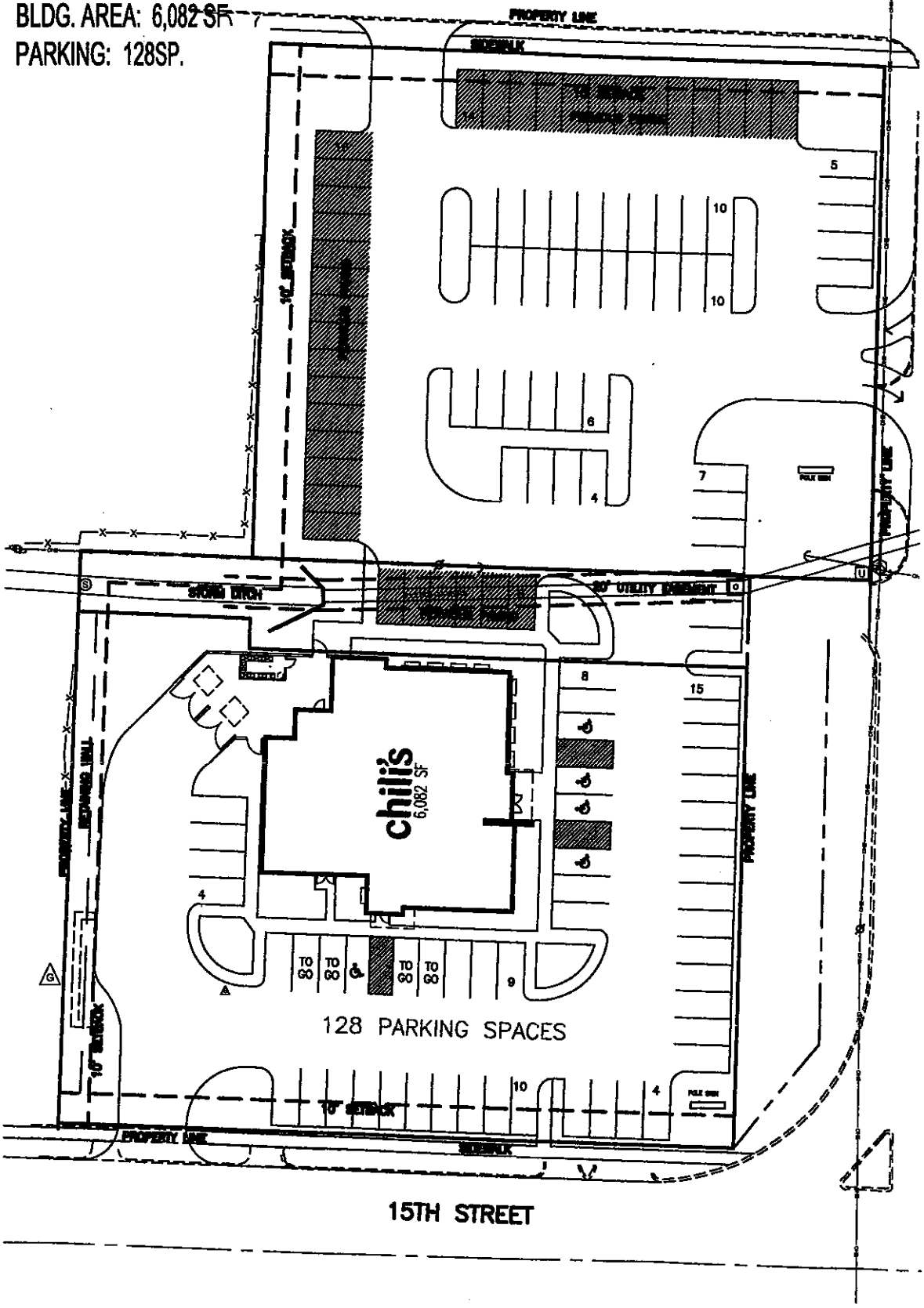
BY: _____

TITLE: _____

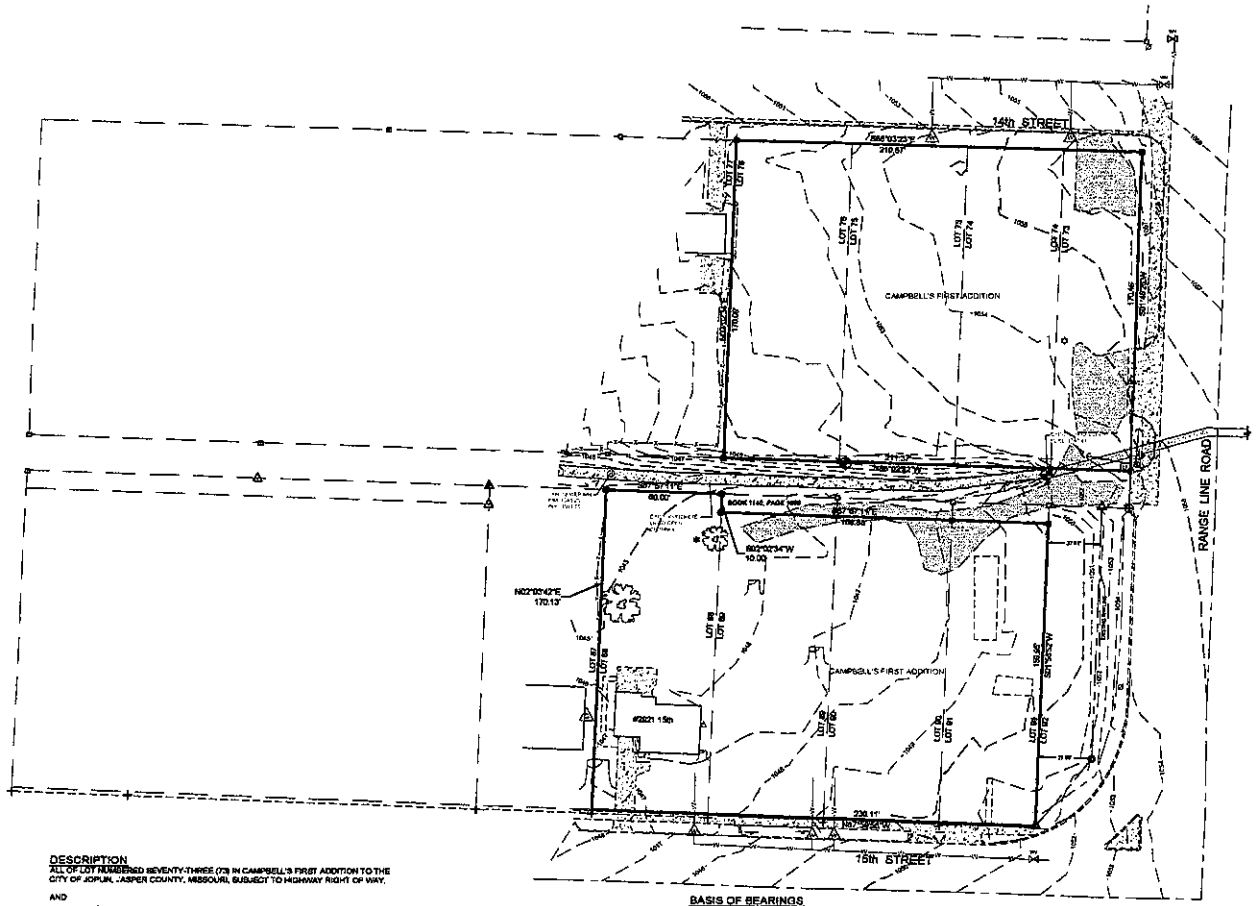
CHILI'S P16.4 FLIP
JOPLIN, MO
Preliminary Site Plan
03/02/2015

chili's

BLDG. AREA: 6,082 SF
PARKING: 128SP.



Survey





LEGEND

- FOUND IRON PIN
- SET IRON PIN
- SET CROSS
- COPPER WELD
- BENCH MARK
- FOUND NAIL
- LIGHT POLE
- POWER POLE
- ELECTRIC SERVICE POLE
- GUY ANCHOR
- GAS METER
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE
- UTILITY POLE
- UTILITY BOX
- WATER METER
- WATER VALVE
- WATER LINE
- TREE
- STUMP
- (P) PLATTED
- (M) MEASURED
- INDEX CONTOUR
- INTERMEDIATE CONTOUR

DESCRIPTION

ALL OF LOT NUMBERED SEVENTY-THREE (73) IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, SUBJECT TO HIGHWAY RIGHT OF WAY.

AND

ALL OF LOTS NUMBERED SEVENTY-FOUR (74) AND SEVENTY-FIVE (75) IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

AND

ALL OF LOT NUMBERED SEVENTY-SIX (76) IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

AND

ALL OF LOTS NUMBERED NINETY (90) AND NINETY-ONE (91) EXCEPT THE NORTH 10 FEET THEREOF IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

AND

ALL OF LOT NUMBERED EIGHTY-NINE (89) IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE NORTH 10.00 FEET THEREOF (SEE BOOK 1140, PAGE 1998).

AND

ALL OF LOT NUMBERED EIGHTY-EIGHT (88) IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 1.7 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTH LINE OF LOTS 88 - 91 IN CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING ASSUMED AS N67°59'58"W.

SOURCE DOCUMENTS

BOOK 2008, PAGE 607
BOOK 2018, PAGE 1599
BOOK 2228, PAGE 2307
BOOK 1140, PAGE 1998 (NORTH 10 FEET OF LOT 89)

NOTES

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.

BENCH MARK INFORMATION

T.B.M. "A" = 1060.35
60d NAIL IN THE SOUTHWEST SIDE OF A TELEPHONE/CABLE TV POLE NEAR THE SOUTHWEST CORNER OF LOT 75.
T.B.M. "B" = 1061.77
CHISELED SQUARE IN THE CENTER OF A HEADWALL NEAR THE SOUTHEAST CORNER OF LOT 74 AND THE EAST END OF A CONCRETE LINED DITCH.

SURVEY IS NOT VALID WITHOUT ORIGINAL SIGNATURE IN BLUE INK AND EMBOSSED SEAL.

MISSOURI CERTIFICATE OF AUTHORIZATION NUMBER 000708, EXPIRATION DATE DEC. 31, 2014
SURVEYOR REGISTRATION NO. 2014

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

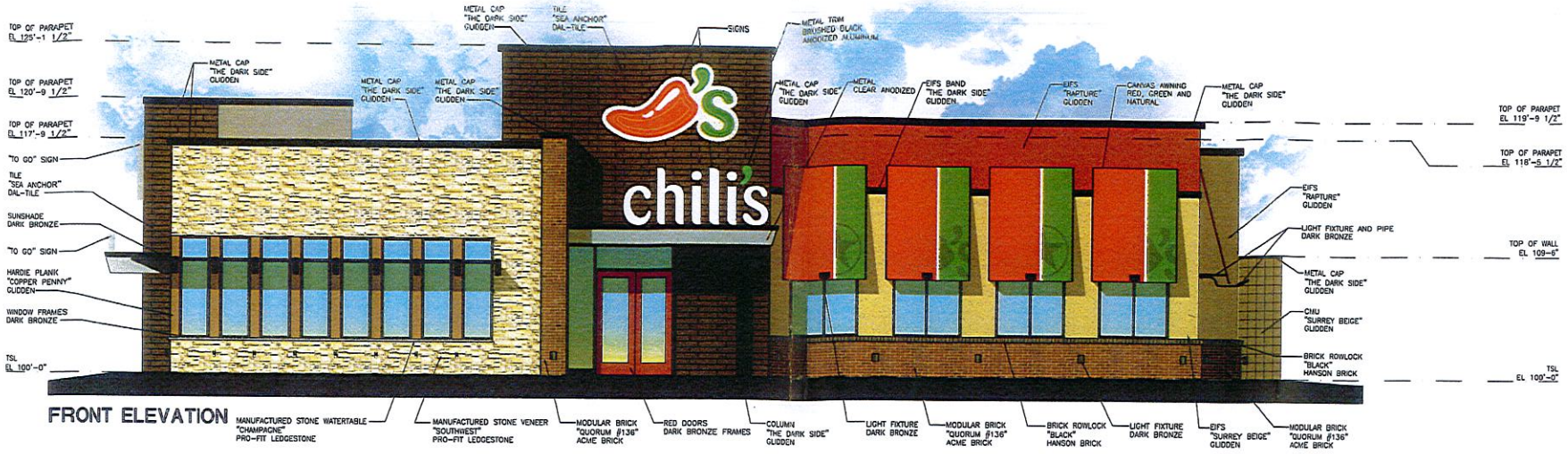
STEVEN G. LEWIS
LS-2514

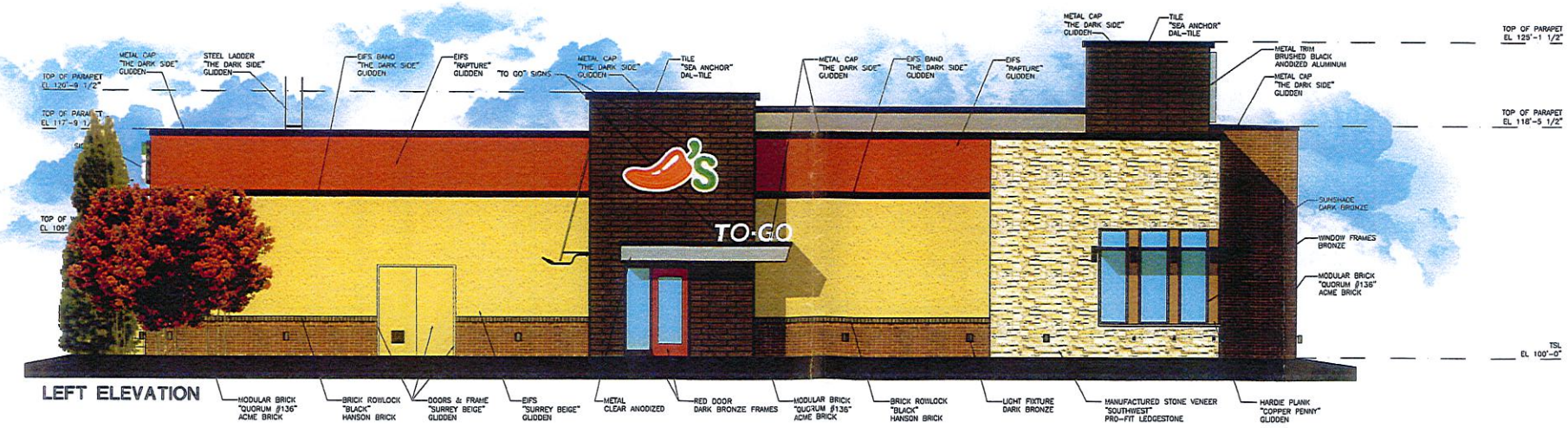
TRI-STATE ENGINEERING
Professional Engineers & Land Surveyors
702 SOUTH MAIN - JOPLIN, MO 64801
P.O. BOX 1807 - JOPLIN, MO 64802
PH. 417-781-0843 - FAX 417-781-4714
TOLL FREE 1-866-781-3843
www.tristate-engineering.com
COPYRIGHT, 2014, TRI-STATE ENGINEERING, INC.

CUSTOMER
CONSTRUCTION ADVENTURES, INC.

SURVEY OF
LOTS 73 - 76 AND 88 - 91 INCLUSIVE IN CAMPBELL'S FIRST ADDITION
JOPLIN, JASPER COUNTY, MISSOURI

DATE	JOB NO.	DWN. BY	ACCURACY	REVISED	F.B.
4/8/14	13870	GW	1/1000		1207/80





chili's

EXTERIOR ELEVATIONS-BRINKER NAME, CITY & STATE

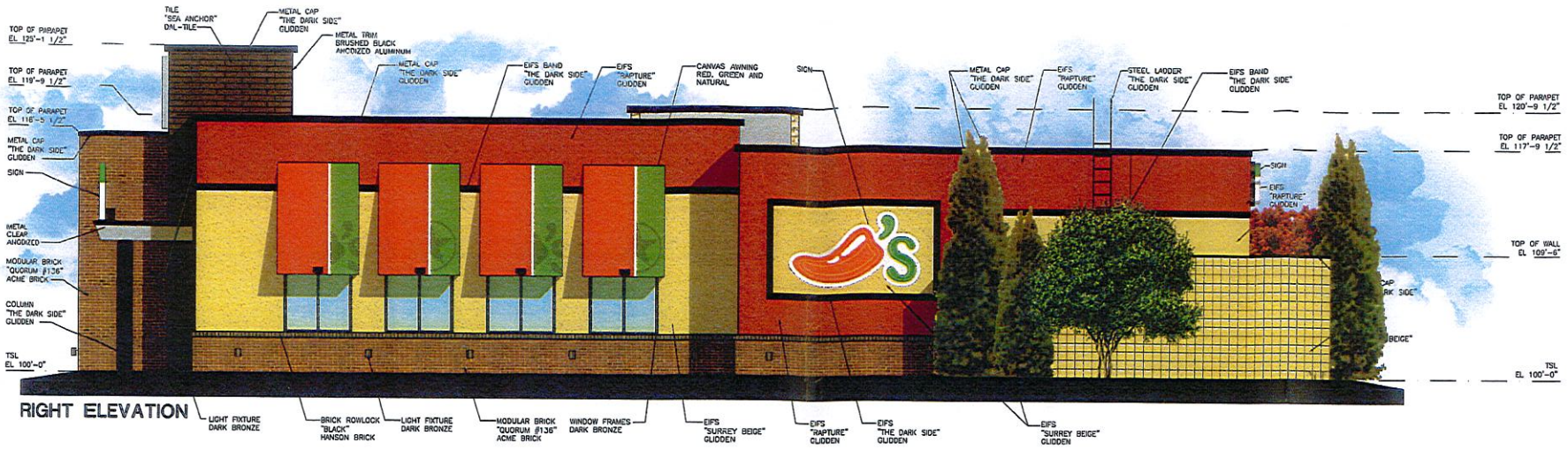
PROTO 16.2 FLIP

GHA

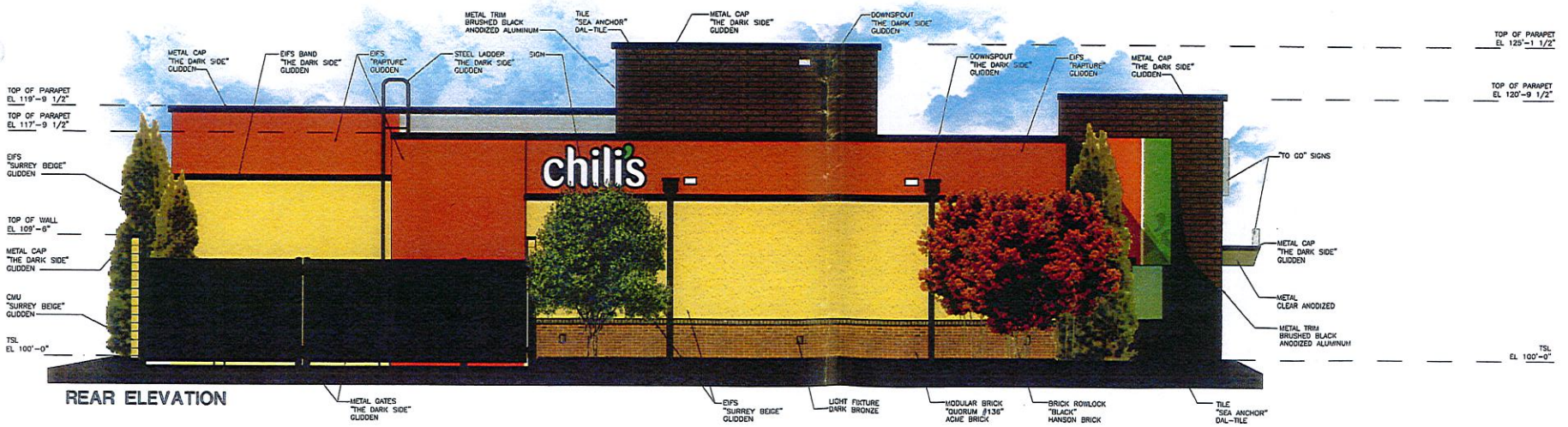
0 2 4 8 16

04.24.13 120448.001

BRINKER INTERNATIONAL



RIGHT ELEVATION



REAR ELEVATION

chili's

EXTERIOR ELEVATIONS-BRINKER NAME, CITY & STATE

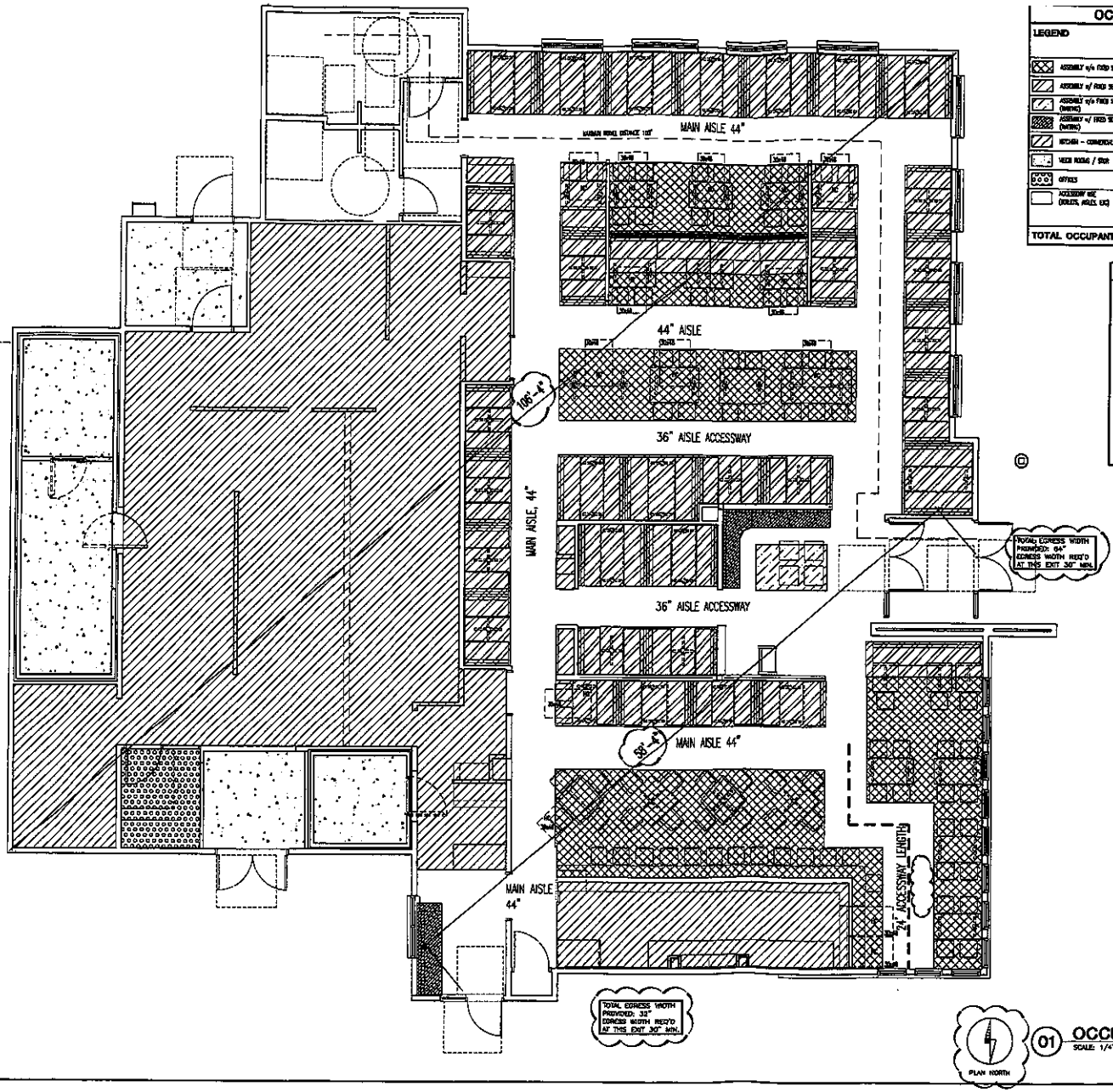
PROTO 16.2 FLIP

GHA

0 2 4 8 16

04.24.13 120448.001

BRINKER INTERNATIONAL



OCCUPANCY CALCULATIONS

LEGEND	AREA	CODE REF	CALC QTY	ACTUAL QTY. OF SEATS/EMP.	HIGHER AMT. OF CALC. OR ACTUAL
ASSEMBLY w/o FIXED SEATS	765 SF	15 SF / PERSON	51	63	63
ASSEMBLY w/ FIXED SEATS	316 LF	1 PER 24" OF BENCH	158	156	158
ASSEMBLY w/o FIXED SEATS (DINING)	25 SF	5 SF / PERSON	5	—	5
ASSEMBLY w/ FIXED SEATS (DINING)	22 LF	1 PER 18" OF BENCH	15	13	15
KITCHEN – COMMERCIAL	1702 SF	200 SF / PERSON	9	24	24
MECH ROOMS / STOR	485 SF	300 SF / PERSON	2	—	2
OFFICES	58 SF	100 SF / PERSON	1	1	1
ACCESSORY USE (TOILETS, AISLES, ETC)	—	EXCLUDED	—	—	—
TOTAL OCCUPANTS			238	257	256

SEATING CAPACITIES

TYPES	PARTIES	SEATS	% OF PARTIES
BAR DINING			
BAR STOOLS	N/A	13	0%
2-TOP FLEX	3	6	5.5%
4-TOP SQ	4	16	7.3%
4-TOP FLEX	4	16	7.3%
4-TOP BOOTH	4	16	7.3%
BAR TOTAL	15	67	27.4%
MAIN DINING			
2-TOP FLEX	2	4	3.6%
4-TOP FLEX	7	28	12.7%
8-TOP FLEX	2	12	3.6%
4-TOP BOOTH	17	68	30.9%
6-TOP BOOTH	12	72	21.8%
DINING TOTAL	40	184	72.6%
GRAND TOTAL	55	251	100%

EGRESS NOTES

BUILDING DIAGONAL: APPROX 106'-4"

DISTANCE BETWEEN EXITS: (> THAN 1/3, SPRINKLERED) APPROX 58'-4" FT (106/3 = 35.3)

MINIMUM 2 EXITS REQUIRED 2 PROVIDED IN DINING 3 PROVIDED FOR BUILDING

MAXIMUM TRAVEL DISTANCE: (ALLOWABLE: 250 FT. SPRINKLERED) APPROX. 103 FT FROM MEN'S ACCESSIBLE STALL

01 OCCUPANCY LOAD / EGRESS PLAN
SCALE: 1/4"=1'-0"

GHA
Architecture / Development
Quorum Place
14801 Quorum Drive
Suite 300
Dallas Texas 75254
Ph: [illegible]
Fax: [illegible]

RESTAURANT #XXXX

PROTOTYPE 15.4.0 FLIP

DO NOT SCALE DRAWINGS
CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS–NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION

ISSUE FOR REVIEW 05.16.14

NO REVISION

PROJECT NUMBER
120448.001

SHEET NUMBER
A002

ORIGINAL ISSUE DATE - 12.12.12



0 137.5 275 550 825 1,100 Feet

Case 010-15: A rezoning request of seven residential lots and one commercial lot from R-1 (Single Family Residential) and C-1 (Commercial) to C-3 PD (Commercial Planned Development); located at the Northwest corner of 15th and Rangeline Road - Yorktown Properties.

N

Case 010-15: Northwest Corner of 15th Street and Range Line Road – a request to rezone from District R-1 (Single-Family Residential) and District C-1 (Neighborhood Commercial) to District C-3 PD (Commercial Planned Development) for future commercial development – Yorktown Properties.

Mr. Eastman opened the public hearing for Case 010-15.

Mr. Mike Mellinger, 2615 East 36th Street, Joplin, appeared and stated that he and the property owner have entered into an agreement subject to the rezoning to lease this property to Chili's for a free-standing restaurant. The property encompasses several lots that previously contained commercial and residential buildings. One existing home on the southwest corner of the property will be removed.

Mr. Mellinger stated that the driveways shown on the development plan line up with what the Missouri Department of Transportation (MoDOT) asked him to do. The intersection of 15th Street and Range Line Road is a high-traffic intersection.

Mr. Mellinger stated there is a small non-buildable piece of land on the southeast corner that he and Yorktown Properties do not own. MoDOT will eventually take that property as part of the intersection improvements, so that area is not included in this request.

Mr. Eastman asked what type of fencing or berm will be placed adjacent to the houses on the west end of the property, and what type of lighting will be involved. Mr. Mellinger typically erects a six-foot privacy fence, with some land on the west side of the fencing to allow for some landscaping on the residential side. This would be very similar to what was done at the Bel-Aire Center at 20th Street and Range Line Road.

Mr. Mellinger stated that the lighting will be designed to shine onto the property and not off of the property. He is not really in control of what Chili's would do since the property will be leased to them, but the owners can control what Chili's would have to do. If the commissioners believe something needs to be accomplished, that can be incorporated into the planned district.

Mr. Duncan asked Mr. Mellinger if he is leasing the land to Chili's, and he replied yes. Chili's would construct their own building, with the owners entering into a ground lease with them.

Mr. Duncan thought Mr. Mellinger bermed up the property at 20th and Range Line besides erecting the privacy fence, or if he just erected a privacy fence. Mr. Mellinger stated that the topography is a lot different, with the top of the property being bermed to increase the height of the fence.

Mr. Duncan discussed the amount of height the developers want to achieve for a privacy fence and asked if there is a minimum requirement on that. Mr. Bolander stated they can do a combination of fencing and berming. The code doesn't contain any specific standards, but the landscaping and berming can be included as part of the requirements since this is a planned district.

Mr. Mellinger stated that one the benefits of doing the planned development is that he can modify and mold the development to fit what the commissioners want.

Mr. Duncan asked Mr. Mellinger how traffic will enter the restaurant coming from the three directions. He replied the intersection of 15th and Range Line has a traffic signal, with a median going north all the way to the north portion of the property. The Range Line entrance will be a "right-in/right-out" entrance. An additional entrance is provided from 15th Street, with a relief driveway entering the property from 14th Street. Northbound traffic would turn left onto 15th Street and turn right into the property. Eastbound traffic would make a left turn. Southbound traffic would make a "right-in/right-out" turn.

Mr. Duncan asked if only one house would be removed, and Mr. Mellinger stated yes. The house is on the north side of 15th Street at the southwest corner of the property in this request.

Mr. Eastman asked for comments from the audience.

Dr. Keith Grebe, 2736 East 15th Street, Joplin, appeared in opposition to the request. He commended the Majzoub family for their work at 20th and Range Line. His opposition is not to the Majzoub family or to their properties, but to the type of business they want to develop at 15th and Range Line. The area residents do not oppose commercial zoning, but they do oppose food service or anything that brings a high-traffic business into this area. The 15th Street entrance enters into a school zone, placing more traffic in a school zone on a heavily-traveled street.

Dr. Grebe stated when this commission approved the rezoning for O'Reilly Auto Parts at 14th and Range Line, one of the requirements was that they do not have an entrance onto 14th Street. The neighbors oppose anything that will bring high-volume traffic into this area. They don't oppose commercial zoning, but he thought the placement of a high-volume restaurant in this particular area will create problems for the area residents, who firmly oppose this request.

Mr. Duncan thought a restaurant like Chili's would not be creating a high traffic volume at the times that school zone was being used for children going to school or leaving school. Dr. Grebe stated that is somewhat true, but there will still be more traffic in this area.

Dr. Grebe stated he and his neighbors supported Payless Shoes, which is the ideal type of business for this particular area. He thought Chili's could find other places to go, with this property not being the only option they have. The restaurant is not a good fit for the neighborhood.

Mr. Michael Pier, 2915 East 14th Street, Joplin, appeared in opposition to the request. Five families with children live in his block, so he opposes an entrance onto 14th Street. The restaurant would increase the neighborhood traffic tenfold at the very least. People who want to avoid the traffic light at 15th Street turn down his block driving at speeds of 35 to 40 miles per hour, endangering the children on this block and placing them at a higher risk of being hit by a car.

Mr. Pier is not opposed to progress, but he stated Chili's will be serving alcohol during the hours the children will be playing in 14th Street, creating an even bigger risk of being injured by someone who has had too much to drink.

Mr. Eastman asked Mr. Pier for his address, and he replied 2915 East 14th Street. Mr. Eastman asked Mr. Pier if he owns or leases the property, and he replied that he owns it.

Mr. Duncan asked Mr. Pier how he determined the traffic would increase tenfold with the high traffic volume on Range Line. He replied that some people are driving down 14th Street since it is difficult to turn left onto Range Line, with some people coming to the restaurant from the west.

Mr. Ramsour asked Mr. Pier if he is only opposed to the 14th Street entrance or if he is opposed to the whole project. He replied his opposition to the 14th Street entrance is the biggest issue at this time, but he hadn't thought about dumpster odors so close to his home.

Mr. Pier stated that closing off 14th Street to through traffic might be an option because it would still allow Chili's to place a driveway on 14th Street.

Mr. Duncan asked if closing off 14th Street is an option, and Mr. Bolander was not sure at this point. The City staff must review the traffic flow and traffic capacity.

Mr. Barry Sanborn, 2911 East 15th Street, Joplin, appeared in opposition to the request and expressed concern about the demolition of another home along 15th Street.

Mr. Eastman asked for further comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 010-15.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 010-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 18, 2015

Item: COUNCIL BILL NO. 2015-609
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam
Department Head:	Nick Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anslem

Recommended Action: Approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport.

Summary: Alpha Air Center, LLC is a license Fix Base Operator (FBO) doing business at the Joplin Regional Airport. They have requested authorization to hold an Airshow at the Airport this fall. Josh Crooker, Manager Alpha Air, made the formal request to the Airport Board at the February meeting and the Board had no issue pending the approval of a license agreement. Since that time the Airport Staff has worked with the City Attorney office to develop this agreement.

Discussion: This License Agreement will provide Alpha Air Center the authorization to use the Joplin Regional Airport facility for an Airshow. The agreement will require Alpha Air Center to submit for approval Operational Plans to the FAA and DHS/TSA in compliance with the requirements of both organizations. The agreement is very detailed as to the requirements of this usage in order to protect the Airport and its tenants.

The Airport staff will be involved in order to insure the compliance of the License agreement but will not have any financial liability with the Airshow. The agreement provides a License Fee of $2500 to help cover the Airport expenses for support in this event.

Staff requests approval of the Airshow License Agreement with Alpha Air Center, LLC.

COUNCIL BILL NO. 2015-609 ORDINANCE NO.

AN ORDINANCE Approval of License Agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport.

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

Section 1. That an License agreement by and between the City of Joplin and Alpha Air Center, LLC to conduct an Airshow at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this _____ day of _____, 2015, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation, hereinafter referred to as "Licensor", and ALPHA AIR CENTER, LLC, hereinafter referred to as "Licensee".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Licensor hereby grants a non-exclusive license to the Licensee for the after-mentioned land and improvements located thereon, to use for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Licensor licenses to Licensee and Licensee licenses from Licensor, the land and improvements, including the surrounding parking areas, known as Joplin Regional Airport (hereinafter referred to as the "Premises"), Joplin, Missouri. Said license is non-exclusive and in no way shall interfere or prevent the City of Joplin from exercising administration and control of the premises. The original term of this license shall commence on September 19, 2015 and shall terminate on September 20, 2015.

2. License Fee. A fee of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) shall be due no later than August 22, 2015 and payable the date hereof to the Director of Finance of the City of Joplin.

3. Deposit. A $500 deposit will be due to Licensor at the execution of this agreement. The deposit will be nonrefundable, except as provided in paragraphs 12 and 23.

4. Assignment and Subletting. Licensee will not assign this license in whole or in part without obtaining the prior written consent of the Licensor. Any assignment without Licensor's consent in writing shall be void.

5. Use of Premises by Licensee. Licensee is a limited liability company and the licensed premises shall be used solely for the purpose of conducting an "airshow," and other related uses, unless written permission is given by the Director of the Joplin Regional Airport. Operation shall not extend beyond 10:00 p.m. on September 20, 2015, and the premises shall be returned to their normal state by no later than 12:00 p.m. on September 21, 2015. Licensee shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Licensee shall obtain such state, county, and local, permits or licenses as may be required.

6. Licensee's Responsibilities. This Agreement is conditioned upon Licensee's assurances that the subject "airshow" shall be maintained and operated solely by Licensee and no other person, corporation, association or legal entity whatsoever. All of Licensee's personnel and volunteers shall be the sole responsibility of Licensee. Licensee shall leave the premises in the same condition as it was prior to the start of this Agreement. A full list of Licensee's responsibilities is attached hereto, as Exhibit "A."

7. Licensor's Responsibilities. A full list of Licensor's responsibilities is attached hereto, as Exhibit "B."

8. Fixtures and Alterations. Licensor and Licensee hereby agree that the premises are licensed in an "AS IS" condition. Licensee shall not make or cause to be made any alterations, additions or improvements.

9. Maintenance of Licensed Premises. Licensee shall at all times maintain the licensed premises in good condition and repair and keep the premises in a neat and orderly condition.

10. Insurance. Licensee shall, during the entire term of this license, keep in full force and effect policies of public liability and property damage insurance with respect to the licensed premises and the business operated by Licensor in the licensed premises, in which the limits of public liability shall not be less than a single limit of $5,000,000.00 for personal injury and damage to property in the aggregate. The policy shall name Licensor, any person, firms or corporations designated by Licensor, and Licensee as additional insureds. The insurance shall be in an insurance company acceptable to Licensor and a copy of the policy or a Certificate of Insurance shall be delivered to Licensor upon execution of this License Agreement.

11. Indemnification of Licensor. Licensee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Licensor, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Licensor, their agents or employees, or Licensee, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this license or any work done thereunder or business carried on by Licensee during the term of the License and on the licensed premises.

12. Damage or Destruction of Licensed Premises. In the event that the licensed premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored by the date of this license, then this license shall be automatically terminated and deposit returned to Licensee..

13. Default of the Licensee. In the event of any failure by Licensee to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this license to be observed or performed by Licensee for more than five (5) days after written notice of such default shall have been given to Licensee, then Licensor, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the licensed premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Licensor at any time terminate this license for any breach in addition to any other remedies it may have, it may recover from Licensee all

damages it may incur by reason of such breach. Licensee further agrees to indemnify Licensor for any and all costs and expenses, including attorney fees, incurred by Licensor in any lawsuit against Licensee to enforce the terms of this license.

14. Right of Entry. Licensor or Licensor's agents shall have the right to enter the licensed premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Licensor may deem desirable, and Licensor shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Licensor.

15. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Licensor as follows:

City of Joplin, Missouri
Sam Anselm, City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Licensee as follows:

Jake Asbell, Managing Member
Alpha Air Center
5509 North Dennis Weaver Dr.
Joplin, Missouri 64801

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

16. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this license Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

17. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

18. Compliance with Applicable Laws. Licensee shall comply with all applicable laws, ordinances, rules and regulations.

19. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this

Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

20. Governing Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

21. Heirs, Successors and Assigns. Each and every obligation contained in this License Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

22. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

23. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the City. It is agreed that the City shall have the right to cancel or terminate this Agreement at any time on five (5) days written notice by certified mail, or by personal delivery, to Licensee prior to August 22, 2015. If the City cancels or terminates pursuant to this paragraph, the deposit referred to in paragraph 3 shall be returned to Licensee.

24. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

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

"LICENSOR"
CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Samuel L. Anslem,
City Manager

ATTEST:

_____
Barbara Hogelin
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

"LICENSEE"
ALPHA AIR CENTER, a
Missouri Limited Liability Company

By:_____
Jake Asbell, Managing Member

ATTEST:

_____
Secretary

Exhibit A
Licensee's Responsibilities

The Licensee will:

1. Ensure all participants of the Air Show, their authorized officers, employees, agents, contractors, subcontractors, suppliers, service personnel, licensees, and other representatives, relating to the Licensee's use of the Airport and the performance of the Licensee's obligations, duties, and responsibilities under the terms and conditions of this Agreement, adhere to the air show operations manual, entitled *Operations and Instructions,* and the rules and regulations of the Federal Aviation Administration (FAA) and other federal, state and local agencies and governmental authorities having jurisdiction.

2. Comply with the air show operations manual entitled *Operations and Instructions,* the contents of which are to be mutually agreed to by City and Licensee. In case of conflict between the contractual terms set forth in this Agreement and the air show operations manual, *Operations and Instructions,* whether revised or original, this Agreement shall govern and take precedence over such manual and any other documents referenced in such manual. All drafts of this manual, submitted between the City and Licensee, shall be in Word-format on a compact disc.

3. Notify the City of coordination meetings involving the Air Show. The City may attend these meetings.

4. Provide and pay all direct expenses for all services and insurance required by Licensee for the successful accomplishment of the obligations of Licensee under this Agreement, in order to stage the Air Show at the Airport.

5. Negotiate and enter into all contracts, agreements, licenses and/or franchises with suppliers, performers, exhibitors, promoters, financiers, advertisers, radio, television, newspaper, magazine, billboard media, concessionaires and other parties relating to the promotion, management and/or operation of the Air Show. Licensee shall furnish City separate certificates of insurance for each such subcontractor that operates on the Airport with minimum coverage of $1 million, unless lesser coverage is approved by the Director.

6. Establish recognizable credentials for event personnel of the Licensee, concession stand personnel, and parking lot attendants each day of the Air Show. Licensee will provide personnel with appropriate qualifications and experience and in sufficient numbers to provide the services and security appropriate for the Air Show. When any employees, agents, officials, guests or invitees of Licensee shall conduct themselves in a manner that is unlawful, improper, offensive or otherwise detrimental to the health and safety of the public, in the opinion of the City, the City shall have the right to reject such persons from the premises and the Airport.

7. Repair all damage to the Airport, its parking premises and operating premises when such damage results from the careless, negligent, or intentional acts of the Licensee or Licensee's

employees or agents, patrons, spectators, and/or participants, aside from what would be considered normal and reasonable wear and tear.

8. Deliver the following to the Joplin Regional Airport Manager addressed to the Director of Aviation:

   a. A copy of the Air Show operations manual, entitled *Operations & Instructions,* by August 1, 2015.

   b. A copy of the Air Show emergency plan, entitled *Emergency Plan;* by August 1, 2015; all drafts of the *Emergency Plan,* submitted between the City and Licensee, shall be in Word-format on a compact disc;

   c. A plan for cleanup, entitled Clean-up Plan, by August 1, 2015;

   d. An Advertising Sign Plan by August 1, 2015; and

   e. A copy of the Air Show security plan, entitled Security Plan, by August 1, 2015. The Security Plan shall include the name of the agency providing each security function, and dates and times of coverage for each specific function as follows:

      i. Uniformed Police traffic control on State Highways 171 & 43 to keep traffic flowing. These services will be needed during flight practice and over the weekend public event.

      ii. Uniformed Police traffic patrols on State Highways 171 & 43 to deter vehicles from being parked where they will obstruct traffic during flight practice and weekend public event.

      iii. Access control at all Airport Operations Area perimeter gates during periods of use by Event Licensee, to include keeping the Fire Lane open.

      iv. Screening at event entrances on weekend public event.

      v. Uniformed Police presence at entrances and inside venue with roving patrols over weekend public event to maintain order and handle disturbances and to respond to emergencies, incidents, and other possible contingencies, including cancellation of the remaining schedule of activities in event of an aircraft accident, incident or due to weather.

      vi. Perimeter control along the show line to keep unauthorized persons from entering active Airport Operations Area during practice and the weekend public event.

vii. Uniformed Police traffic control to work the Terminal main parking lot, block traffic, and keep automobiles out of the bus loading lane at the conclusion of the public event each day.

viii. Crowd control to sweep the public from the aircraft ramps at the conclusion of the public event each day.

ix. Security will check for underage ground vehicle operators inside the Airport Operations Area.

9. Deliver the following no later than August 1, 2015, to the Airport Manager:

   a. A copy of all required FAA Waivers for the Air Show;

   b. A copy of all required NOTAMS for the Air Show;

   c. A copy of the Airport layout showing the affected areas for the Airshow Activities;

   d. A schedule of Air Show events and programs for each day;

   e. A list of all contracts entered into by the Licensee for the Air Show;

   f. A general listing of all food concession items to be sold to the public.

10. Remove all Air Show informational signs placed at the Airport when the Air Show is over.

11. Provide and advertise outside phone numbers to provide information about the Air Show and to which Aviation Department may forward calls. Licensee will provide to City a script to place on City's telephone system providing callers with recorded Air Show information.

12. Install snow fence, portable fence, and barricades along flight line for primary crowd and food control.

13. Assume responsibility to deliver and install white plastic show line and provide sufficient labor to spread and apply ballast to white line once it is unrolled. (Aviation Department will provide logistical assistance, apparatus and auxiliary labor to install the plastic show line and determine the appropriate amount of ballast required to properly secure the plastic show line.)

14. Provide and install event informational and all required safety banners, placards, and signs at various locations at the Airport, subject to the City's approval of the manner of and/or locations of the banners, placards or signs affixed to airport property.

15. Provide material, labor and construct elevated stage for air show announcers.

16. Unload exhibitor and vendor equipment and materials.

17. Perform traffic and crowd control as required by any activity associated with this event.

18. Provide and deliver ice for Licensee tents and various activities from own vendor.

19. Provide labor to handle or dispense beverages for all functions.

20. Sanitize, empty, relocate, upright, clean and otherwise service portable toilets during and after each day of the event.

21. Ensure that all ground vehicle operator, including those operating golf carts, inside Airport Operations Area are in possession of a valid driver's license.

22. Use City equipment, facilities, personnel or supplies only with the prior approval of Airport management.

23. Provide labor and material to assemble and erect various tents as needed and provide for repair of tents and tent poles as required.

25. Inventory and provide for sale to the public an adequate supply of potable drinking water at all times and in locations convenient and visible to the public, including in the nighttime hours.

26. Participate in a pre-event tenant meeting as scheduled by City and recognize the right of City to arbitrate any issues regarding tenant use of their occupied premises or access to their aircraft, apron or hangar during Licensee's event.

27. Provide temporary facilities, equipment, supplies and EMT personnel to provide first aid and initial medical response for the event.

Exhibit B
Licensor's Responsibilities

The Licensor will:

1. Have sole responsibility for all Aviation personnel normally staffed for Airport operations. It is understood that Aviation Department employees may volunteer their services at the Air Show on their own time and at their own risk. However, while on City duty, the Aviation Department will not authorize any staff to participate with any air show function, outside their normal airport operation duties.

2. Provide designated space at the Airport for Licensee to conduct all activities related to the Air Show.

3. Permit the Licensee to place signage on or about the Airport, as needed, for the purpose of providing Air Show information. All signs will be removed following the event.

4. Waive payment of landing fees, fuel flow fees, and tie down fees for any purpose related to Air Show business during the term of the Agreement.

5. Provide limited access to GA Terminal building lobby restrooms from ramp for use by Event Licensee staff and vendors during each day of the Air Show event. Public shall not be accorded access to GA Terminal lobby restrooms during the Air Show. Event Licensee shall provide adequate number of portable toilets, including the specified number of ADA units deemed sufficient by City.

6. Spruce up airport streets, parking lots, buildings, and landscaping prior to event.

7. Install yellow X surface markings on closed runway and taxiways per applicable Advisory Circular.

8. Install barricades and signs to close off streets, as required by Licensee, and parking lots under direct control of City to public access.

9. Maintain Ballast on white plastic show line on daily basis.

10. Provide access to equipment, operators, and vendors as necessary for logistical support to set-up tents and on airfield facilities. City will not provide manual labor to erect tents.

11. Permit temporary electrical service connections for event stage and trailers and provide power from existing City facilities. Vendors and concession operators to provide own connections and power. All connections and hookups will be supervised and approved by Aviation Department.

12. Provide non-potable water from existing City facilities.

13. Install temporary airport street traffic control signs as necessary.

14. Clean and restock Terminal lobby restrooms during and after each day of the event.

15. Issue appropriate NOTAMS as required by the air show per applicable Advisory Circular. Event Licensee to provide Aviation Department with information required to issue NOTAMS on or before August 1, 2015.

16. Provide an accident/incident spokesperson from the Aviation Department.

17. Provide a City two-way radio with which to communicate with the Aviation Department in the event of an emergency.

18. Permit the installation of the public address system on terminal roof. Licensee to take all precautions so as to not damage roof membrane.

19. Provide aircraft crash rescue for the event.