JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 1, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Proposition Action Update

      Documents:

      PROP ACTION COUNCIL REPORT 7-1-24.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. RESOLUTION NO. 2024-010
      A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Day Care Center, located at 2231 S Annie Baxter Ave in the City of Joplin, Jasper County, Missouri. (Requested by Leah Gurley. Planning and Zoning Commission recommended approval).

Documents:

RS2024-010SUMMARY.PDF
RS2024-010 REPORT.PDF
RS2024-010 APP.PDF
RS2024-010MAP.PDF
RS2024-010 MINUTES.PDF
RS2024-010.PDF

3. COUNCIL BILL NO. 2024-273

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and located at 302 S McKinley Ave. (Requested by SCJ Construction. Planning and Zoning Commission recommended approval).

Documents:

273SUMMARY.PDF
273 REPORT.PDF
273APP.PDF
273MAP.PDF
273 MINUTES.PDF
CB2024-273.PDF

8. Consent Agenda

1. Minutes Of The June 17, 2024, City Council Meeting

Documents:

JUNE 17, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-114

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) for the 4th and Murphy Blvd Geometric Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.

Documents:

CB2024-114.PDF

3. COUNCIL BILL NO. 2024-125

AN ORDINANCE approving an amended work authorization with Allgeier, Martin, and Associates in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Permit & Floodplain Management Support project on behalf of the City of Joplin and authorizing the City Manager or

project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

Documents:

CB2024-125.PDF

4. COUNCIL BILL NO. 2024-127
AN ORDINANCE approving an amendment (Change Order 3) to the construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50) for the Mill and Overlay 2023 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.

Documents:

CB2024-127.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2024-362
AN ORDINANCE approving the contract by and between the City of Joplin and Freeman's Landworx LLC. for the demolition of the structure(s) and clearing of a lot located at 1711 W A St. in the City of Joplin, Missouri, for Three Thousand Nine Hundred Eighteen dollars ($3,918.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

COUNCIL AGENDA ITEM 2024-362.PDF
BID TAB CB-362.PDF
COUNCIL BILL 362.PDF
COUNCIL BILL 2024-362.PDF

2. COUNCIL BILL NO. 2024-453
AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Forty Thousand, One Hundred Eighty Dollars, no cents, ($40,180.00); 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:

CB2024-453-SUMMARY SHEET.PDF
CB2024-453-COUNCIL BILL.PDF
CB2024-453-SUPPLEMENTAL ITEM CONTRACT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-128
   AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

   Documents:

   CB2024-128 SUMMARY SHEET ESS ZORA ROUNDABOUT (1).PDF
   CB2024-128 ORDINANCE ESS ZORA ROUNDABOUT.PDF
   CB2024-128 AGREEMENT_ZORA ROUNDABOUT.PDF
   CB2024-128 LOCATION PLAN SHEET.PDF
   CB2024-128 BID SUMMARY ZORA ROUNDABOUT.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 27th day of June 2024 (RSMo 610.020)

Implementing Proposition Action
-Progress Underway-

A REPORT TO THE CITY COUNCIL & COMMUNITY

JULY 2024

A Brief Background on Proposition Action



The People of Joplin Spoke



2020 City Manager and Council gathered information on how Joplin can improve



Citizens, Community Leaders and Businesses input on our City's issues and concerns



Over 1,400 people participated with approximately 7,000 responses

Participants clearly desired an improved Joplin

2021: City Staff and Council and Council Approved An Aggressive Plan Based on What the Citizens Said

CITY COUNCIL GOALS for PROPOSITION ACTION:



Community Appearance



Declining Neighborhoods



Economic Development



Address Homelessness



Crime & Safety



Resilient Revenue

People Spoke – The City Listened



GOAL: IMPROVE COMMUNITY APPEARANCE

Take Actions to:

- Clean-up and improve the appearance so Joplin is a better place to live, work and play.
- Enhance livability for current and future residents.

GOAL: ADDRESS DECLINING NEIGHBORHOODS

Take Actions to:

- Help declining neighborhoods; increasing property values and pride.
- Restore older homes and infill new homes to help neighborhoods.
- Create opportunities for younger people to buy or build their house in Joplin.







GOAL: CRIME & SAFETY

Take Actions to:

- Expand Community Policing and Visibility,
- To decrease crime and drug rates.
- To Enhance Fire Services for a safe and secure place for citizens to raise their families.

GOAL: ADDRESS HOMELESSNESS

Take Actions to:

- Improve community supported efforts to decrease homelessness.

- Reduce panhandling.



GOAL: INCREASE ECONOMIC GROWTH

Take Actions to position Joplin for growth by:

- Creating an appearance and environment that attracts new businesses
- Developing better support for small businesses and entrepreneurs
- Utilizing SMART City technology to drive economic growth



GOAL: DEVELOP RESILIENT REVENUE

- Take Actions to develop resilient revenue by creating the ability to build a revenue stream to ensure funding is available for the City in order to provide critical services in any event



Taking Action for a Better Joplin

- Goals designed to help bring additional investments, workforce and families to the Community
- Over 45 Action Plans, small and large, created to achieve the Goals for a better Joplin



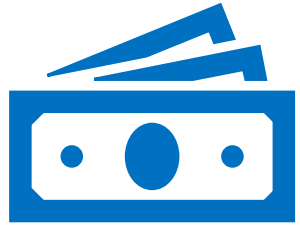
Proposition Action Approved by Voters



Voters approved Proposition Action November 2021



Council followed through on request to form Implementation Oversight Committee December 2021



Use tax becomes effective January 1, 2022

How Much Is the Use Tax Raising For Joplin?

- Estimated at time of vote:

  $3.7 million

- Ten months of initial fiscal year 01-10/22:

  $2.6 million

- First full fiscal year 11-10/23:

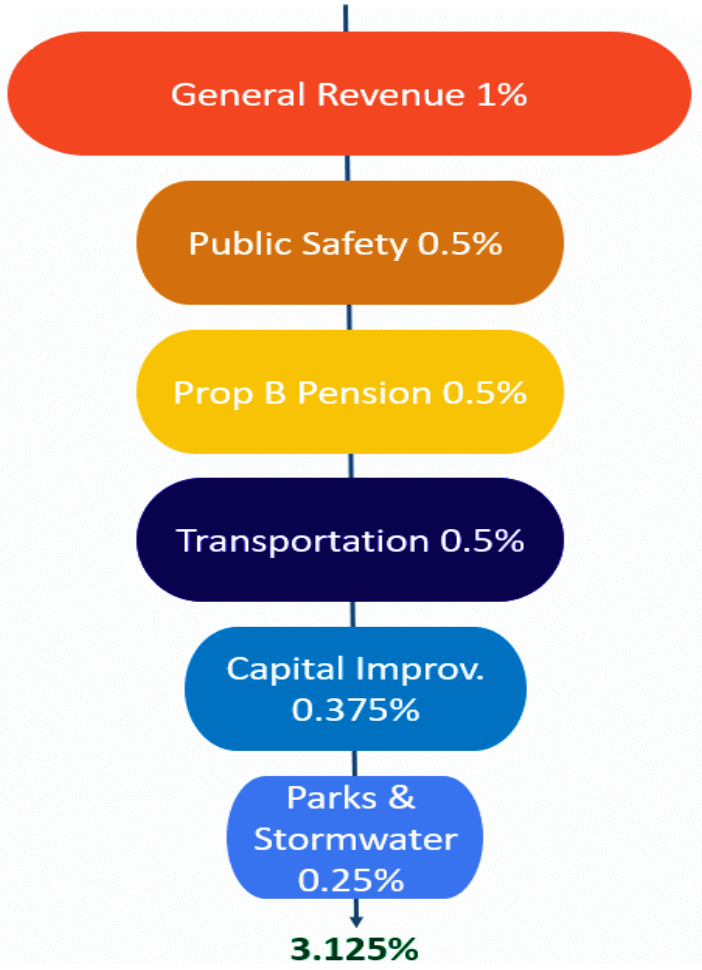
  $5.5 million

- Fiscal year 24: Nov-June (8 mo.):

  $4.47 million

How Is the Use Tax Allocated?

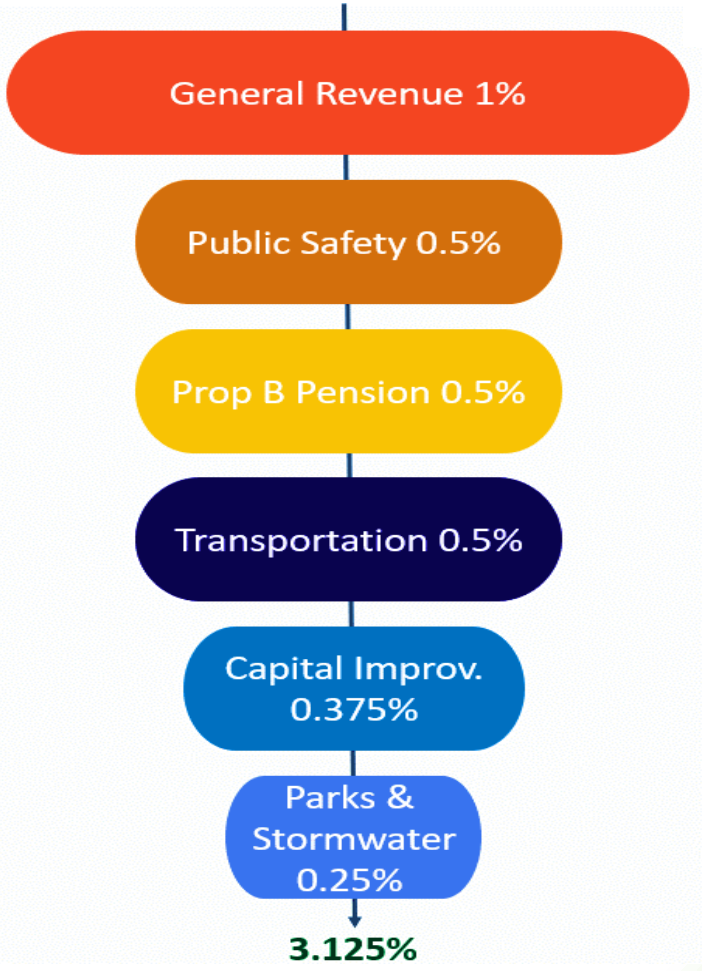
Local Purchase Sales Tax Increments



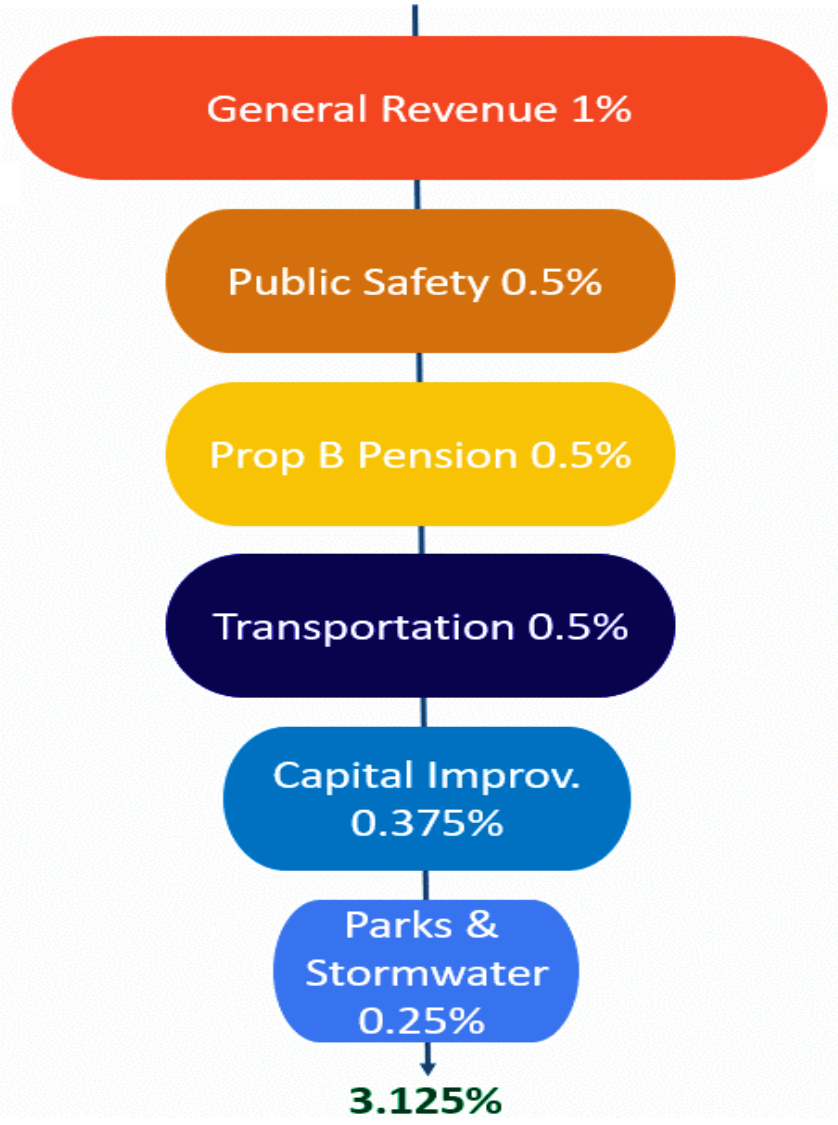
People pay one or the other, NOT Both.

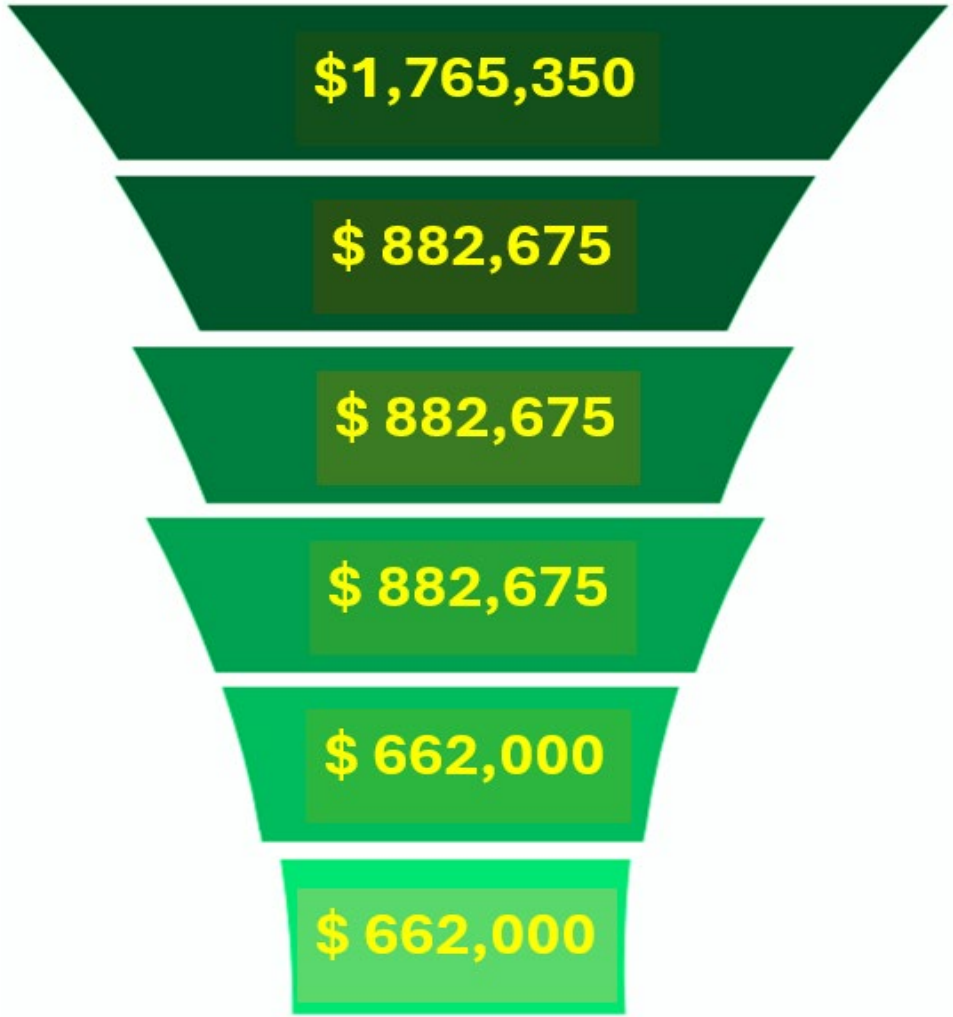
Depends on point of purchase.

Online Purchase Use Tax Increments



What is the Revenue – Fiscal 23?





$5,516,720

Community Appearance Highlights – NO $$$

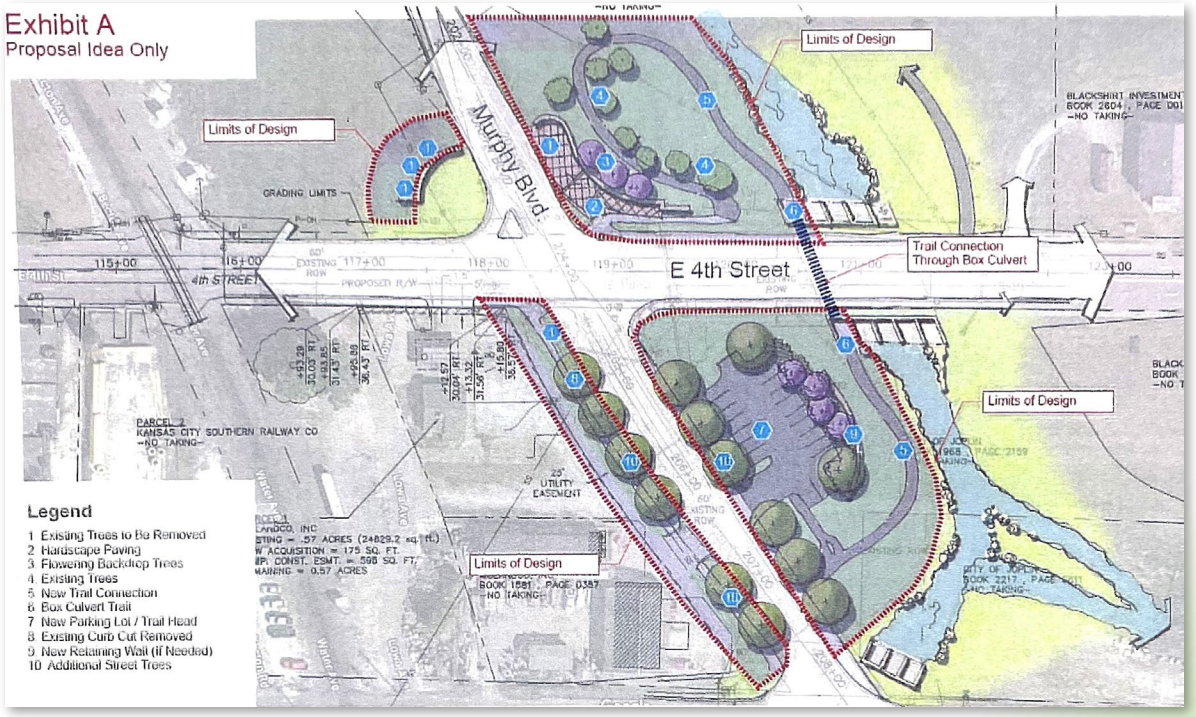
- Complete Streets ordinance approved by Council – Jan 22. Capital improvement design
- New Zoning Code written and approved by Council – Aug 22. (also impacts neighborhoods)
- Review of Building codes complete. Staff to develop recommendations (impacts neighborhoods and commercial areas)
- New Signage Code work underway. Citizen stakeholder group input
- New Building Maintenance Code approved January 2024. (impacts neighborhoods and community appearance goals)

Community Appearance Highlights

Capital Improvement & TST funds add to opportunity to improve projects appearance

Example, plans for 4th Street and Murphy Avenue. (under contract)

Second project: Main Street at 10th, rail area. (under design)



Declining Neighborhoods Highlights

Housing Revitalization Program

- Developers obtain dilapidated, unrecoverable houses; clear lot and build new
- Receive cash incentive based on appraised value of new house
- $1 million funds from general fund reserves to start

Pilot Project:

- Five properties completed first round
- Estimated $1 million in houses value
- Approx. $170,000 in incentives

Second Round

- Developer and staff/committee input for improvements
- Fifteen projects goal, thirteen approved to-date (5-24)







Declining Neighborhoods Highlights

Operational assessment complete. Recommendation of seven positions in building, planning and community development.

Council approved positions and budget (3-23):

- Neighborhood Improvement Supervisor
- Lead building Inspector
- Project Coordinator
- Neighborhood Improvement Officer (2)
- Building Inspector
- Administrative Assistant

All positions filled. Survey of residential properties in targeted census tracts underway. **More than 2,000 properties done to-date.** Addresses neighborhoods as well as community appearance.



Declining Neighborhoods Highlights

New Housing programs funded by local and state ARPA:

Joplin Housing Assistance Program (JHAP): $3,000,000

- Downpayment assistance up to $40,000
- Estimated 75 homes
- BIG response when program opened.

Home Rehabilitation and Repairs: $2,000,000

- Maximum of $25,000
- Minor exterior repairs including roof, siding, windows, HVAC

Demolition for New Home Construction: $2,000,000

Proposition Action funds administration of program; keep ARPA funds for direct support



Economic Development Highlights

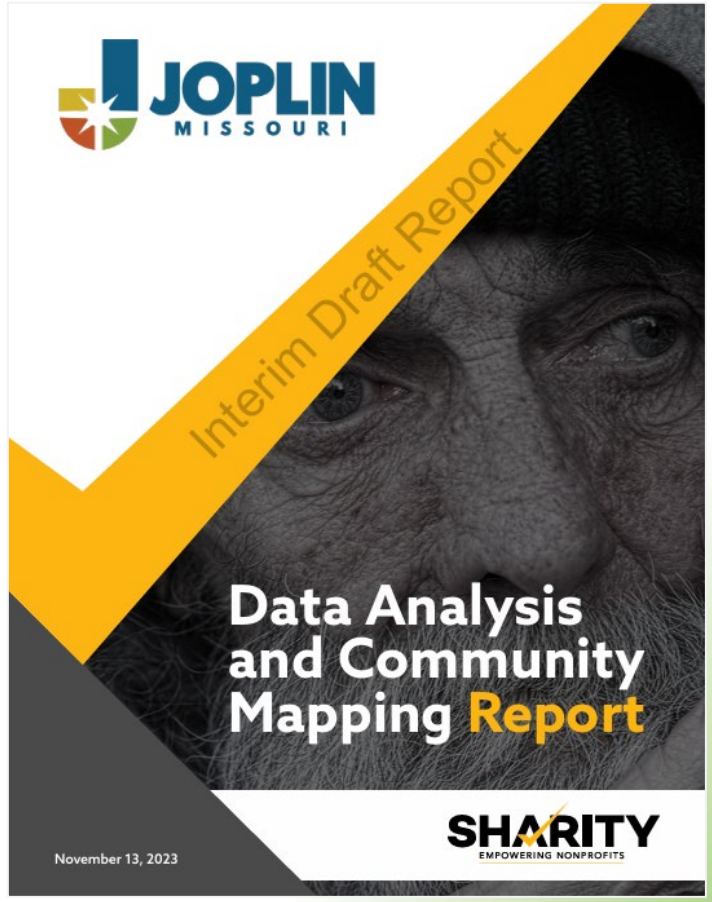
- Smart Cities community wide internet service. Provider bid process. ALLO Missouri selected March 24. Process beginning.

- Communications assessment complete and presented to Council. Impacts external marketing of community; internal communication with residents.

- Four positions to be added; funding for ‘24 fiscal year
  - Director of Communication (hired 4-24)
  - Webmaster (hired)
  - Communications Specialist (pending hire)
  - Multi-media Communications Specialist

Address Homelessness

- Staff developed list of known/reported camping sites on city land; maintenance plan in development
- Sharity leading process on data collection, mapping of assets, (Nov 23)
- Sharity coordinating working groups on issue areas, final guidance & actions this year
- Initial Recommendation for funding a full-time coordinator, housed at lead agency, presented to Council for next budget



Reduce Crime & Increase Safety

- Fire department operational assessment completed.
- Three swing shift fire captains recommended. Approved by Council and hired.
- Internal promotions and backfill. Improves overall staffing & east side station
- Allocated funding for Deputy Fire Marshall.

Police department operational assessment completed. Four positions approved by Council and hired. Improves internal support and shift coverage.

- Police Sergeant
- Police Corporal
- Full-time Bailiff (officer)
- Administrative Assistant

Reduce Crime & Increase Safety

- Park Security positions.
- Two ranger positions approved.
- On the job Feb. 2023
- Tremendous input on issues and needs for parks
- Vehicles and additional equipment arrived and in use

Resilient Revenue

- **Passage and Implementation of the Use Tax**
- **Staff reviewing current revenue and seeking diversification options**

Proposition Action is Working!

- Number of non-funds actions taken by staff and approved by Council (eg: Zoning Code)
- Use tax accumulated in 21-22 fiscal year provide for one-time expenses (equipment, facility)
- Key needed personnel hired: police, rangers, fire captains, building & neighborhoods. Communications coming 2024.
- IMPORTANT: not short-term. LONG-TERM plan. Not everything will happen immediately
- Opportunities may arise that aren't known today (Opportunity for state ARPA funds)
- Implementation committee sees and discusses each step with city staff
- Mission: Keep the promises of Proposition Action to the citizens

Thank You for Your Support !

For a complete list and description of the Action Plans, please visit:

www.joplinmo.org/actionplans

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
RS 2024-010 – Special Use Permit

MEETING DATE:
July 1, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 024-24: Special Use Permit – 2231 S Annie Baxter Ave - A Request for a Special Use Permit to operate a Day Care Center – Leah Gurley

BACKGROUND:
Leah Gurley is wishing to either purchase or lease the Christpoint Church building for the operation of a day care center. Due to the necessary costs of remodeling the building for the change in use, and the soil remediations that will need to be made for safe lead levels, the applicant is requesting a permanent special use permit.

Christpoint church is an institutionally scaled building that offers plenty of parking and turn around to service a neighborhood with a day care center of this scale. The change in use is compatible with the neighborhood. The change in use should not add a significant increase in traffic. The church was designed to accommodate several attendees, with a generous amount of parking and a sizeable building. The change should not impact the amount of traffic the site receives, only a change in the days/times that traffic is occurring.

PLANNING & ZONING COMMISSION TESTIMONY:
Tonya Sprenkle, mother of the applicant, represented the property and stated their intentions were to open a preschool facility for ages 6 weeks through pre-kindergarten. She estimated they would have a beginning enrollment of 56 students and an estimated 86 students after the first 1.5 years with a potential enrollment of 100 students. They will install a fence and they are presently doing soil testing. There is one area that needs to be remediated but they have someone lined up to take care of that. They are working through the preapproval of the loan, and they are actively working with the fire department to bring the building up to code.

Ms. Warren asked if this would be open to a certain demographic, such as low income.

Ms. Sprenkle responded that enrollment would be open to everyone. Their projected hours of operation would be 6:30 a.m.-5:30 p.m. Monday-Friday.

PUBLIC COMMENT;
There was no comment in favor or in opposition to this case.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 024-24 (4 in Favor, 0 Opposed, 2 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 024-24 A request for a Special Use Permit to operate a day care center.

LOCATION 2231 S Annie Baxter Ave

APPLICANT Leah Gurley

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Church	Approximately 1.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family homes	Single-family homes	Single-family homes	Single-family homes

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Annie Baxter Ave	Local	60′
W 23rd St	Local	50′

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

Christpoint church is an institutionally scaled building that offers plenty of parking and turn around to service a neighborhood with a day care center of this scale.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

Yes, this site is designed to accommodate traffic and loading/unloading, so that the requesting day care use will not impose a nuisance on the neighborhood.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

Yes, the change in use is compatible with the neighborhood. The change in use should not add a significant increase in traffic. The church was designed to accommodate several attendees, with a generous amount of parking and a sizeable building. The change should not impact the amount of traffic the site receives, only a change in the days/times that traffic is occurring.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

Yes, the applicant will utilize the existing building for their operations. No modifications to the outside appearance of the structure will be made.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJUIOUS EFFECT.

Off-street parking is provided with the existing site. No changes to the exterior parking area are planned. This will also accommodate a loading/unloading area for parents dropping off their children. Peak hours should only be in early mornings and afternoons.

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. No utility or drainage improvements will be necessary.

DISCUSSION

Leah Gurley is wishing to either purchase or lease the Christpoint Church building for the operation of a day care center. Due to the necessary costs of remodeling the building for the change in use, and the soil remediations that will need to be made for safe lead levels, the applicant is requesting a permanent special use permit.

CONDITIONS

1. This Special Use Permit is issued to Leah Gurley for the operation of a Day Care Center at 2231 S Annie Baxter Ave.
2. The term of this permit shall be permanent.
3. Provide one off-street parking space for each employee.
4. Provide a Vehicle Drop-Off Area which includes an off-street loading zone capable of holding one car per ten individuals cared for shall be provided, in addition to the required parking area, in order to provide for easy pickup and discharge of passengers.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
6. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. The operator of the facility located at 2231 S Annie Baxter Ave. shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
8. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
9. Any other conditions set by the City Council of Joplin.

ENCLOSURES

- Applicant Materials
- Map

Special Use Permit Application

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

Office Use Only
Case No.: 0284-24
Filing Fee: $600.00
Received: 5/3/24
Date Advertised:
Proj. No.: 24-086
Public Hearing Date: 6/10/24

Applicant: Leah Gurley DBA Harmony Montessori Academy Phone No.: (417)793-3657

Address: 4325 S. Illinois Ave. Email: leahgurley@outlook.com

Owner: Christpoint Church (Brandon Atwell) Phone No.: (620)783-1890 (417)483-6368

Address: 1500 E. 7th St. Galena, KS 66739 Email: brandon@christpointchurch.net

Location of Property: 2231 S. Annie Baxter Ave. Joplin, MO 64804

Present Use of Property: church

Proposed Use of Property: childcare center

Current Zoning: R-1 Acreage: 1.39 acres

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	residential	
South	community garden	
East	residential	
West	residential	

Character of the Neighborhood: small residential homes with a couple of small businesses, including a church and Stained Glass Theatre.

Additional contact: Tonya Sprenkle (Preffered Contact) tonya@alerun.onmicrosoft.com
(417)359-4185

Instructions:
The following checklist is to be completed **by the applicant**. Please indicate whether the following standards are met, in the applicant's opinion. A separate sheet explaining how each standard is met **must** be included with the application.

Yes	No	
☑	☐	Is deemed necessary for the public convenience at that location.
☑	☐	Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
☑	☐	Is found to be generally compatible with the neighborhood in which it is proposed.
☑	☐	Will comply with the height and area regulations of the district in which it is located unless specifically granted.
☑	☐	Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from injurious effect.
☑	☐	Adequate utility, drainage, and other such necessary facilities have been or will be provided.
☑	☐	Should this Special Use Permit be valid only for a specific time period?

If yes, what length of time? minimum 10 years-permanent

Operational Information:
The Special Use Permit that will be issued will have set of conditions that will require information regarding the following (additional conditions may be imposed by the Commission and Council):

Hours of Operation: 6:30 AM - 5:30 PM

Days of Operation: Monday - Friday

Number of Off-street Parking Spaces: 55 spaces

Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): 3x5'

Number of Employees and/or Assistants: End of year 1 - nine FTE

Nature of Business: Child Care

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

Yes	No	
☑	☐	Completed and signed application.
☑	☐	Legal description of the property from a deed or certified survey. Must be legible.
☑	☐	Additional sheet explaining how the above criteria are met.
☑	☐	One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
☑	☐	One copy of a site plan of the property showing location of off-street parking and any required screening, location of the structure(s) or proposed structure(s), access to the site from public right-of-way, and any other information requested by staff, the Planning & Zoning Commission, or City Council.

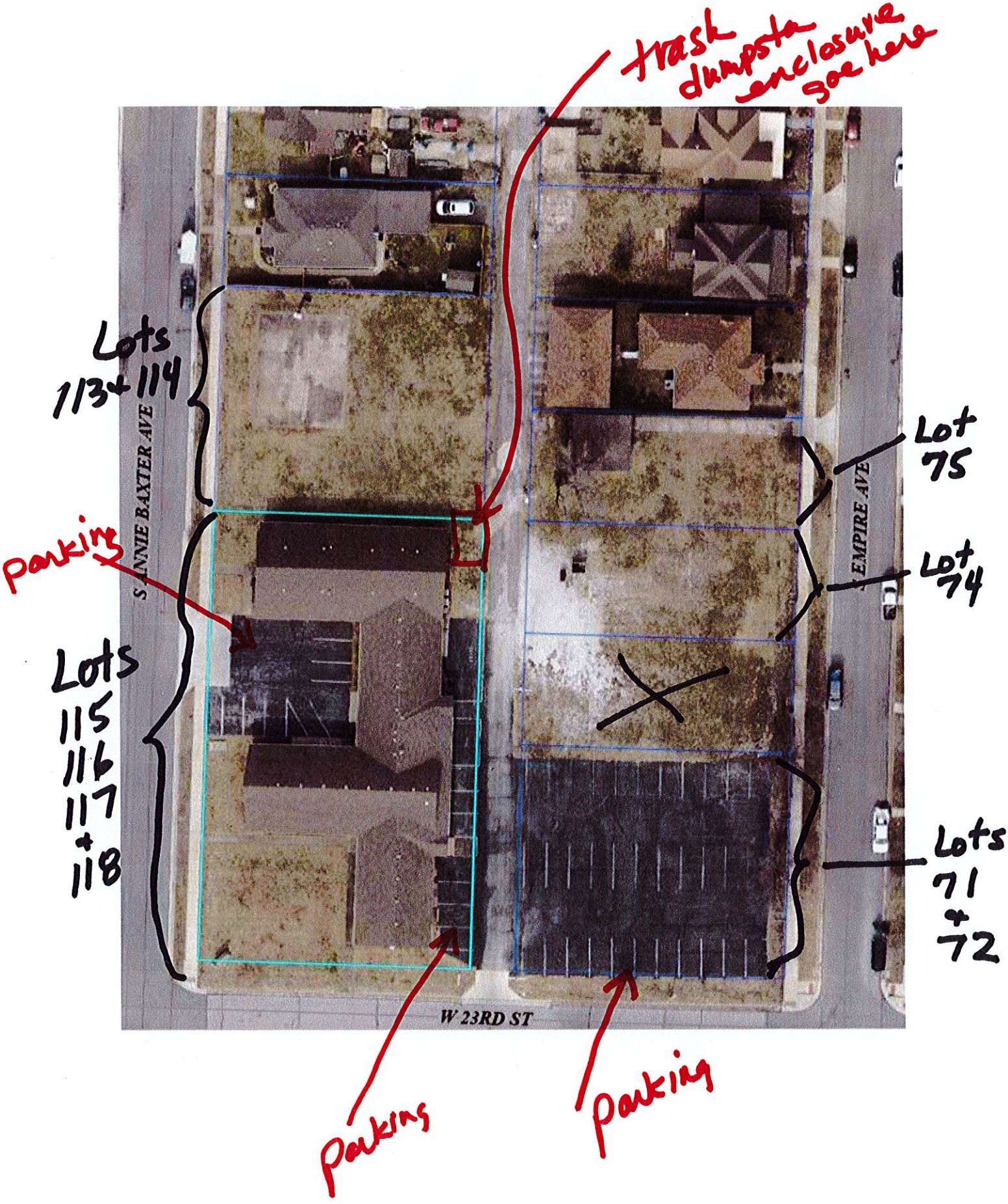
emailed to tyler 4-30

digital copy on file (we have a full set of 2011 blueprints)

Violation of any condition as part of an approved Special Use Permit will cause a complaint to be filed with the Municipal Court and the Permit to be suspended immediately requiring reapplication.

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

Signature: Leah Gurley **Date:** April 29, 2024


trash dumpster enclosure goe here
Lots 113+114
Parking
Lots 115 116 117 + 118
Lot 75
Lot 74
Lots 71 + 72
Parking
Parking
SANNIE BAXTER AVE
EMPIRE AVE
W 23RD ST

Case 024-24: Special Use Permit



2231 S Annie Baxter Ave - Special Use Permit - A request for a Special Use Permit to operate a Day Care Center - Leah Gurley

Case 024-24: Special Use Permit

2231 S. Annie Baxter Ave-Special Use Permit-A request for a Special Use Permit to operate a Day Care Center-Leah Gurley

Tonya Sprenkle, mother of the applicant, 7994 Timber Ridge Dr., Seneca, Missouri 64865 represented the property and stated their intentions were to open a preschool facility for ages 6 weeks through pre-kindergarten. She estimated they would have a beginning enrollment of 56 students and an estimated 86 students after the first 1.5 years with a potential enrollment of 100 students. They will install a fence and they are presently doing soil testing. There is one area that needs to be remediated but they have someone lined up to take care of that. They are working through the preapproval of the loan, and they are actively working with the fire department to bring the building up to code.

Ms. Warren asked if there were any questions from the Commission on Case 024-24.

Ms. Warren asked if this would be open to a certain demographic, such as low income.

Ms. Sprenkle stated enrollment would be open to everyone. Their projected hours of operation would be 6:30 a.m.-5:30 p.m. Monday-Friday.

Ms. Warren asked if there were any additional questions from the Commission on Case 024-24.

There were none.

Ms. Warren asked if there was anyone to speak in favor of Case 024-24.

There were none.

Ms. Warren asked if there was anyone to speak in opposition of Case 024-24.

There were none.

MR. ROSENBERG MOVED THAT CASE 024-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (4 IN FAVOR, 0 NAY, 2 ABSENT)

RESOLUTION NO. 2024-010

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Day Care Center, located at 2231 S Annie Baxter Ave in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on June 10, 2024, in compliance with said request.

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

That a Special Use Permit be granted to Leah Gurley for the operation of a Day Care Center located in the City of Joplin, Missouri, on the following described real estate, to-wit:

TRACT 1: ALL OF LOTS NUMBERED SEVENTY-ONE (71) AND SEVENTY-TWO (72) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 2: ALL OF LOTS NUMBERED ONE HUNDRED FIFTEEN (115), ONE HUNDRED SIXTEEN (116), ONE HUNDRED SEVENTEEN (117) AND ONE HUNDRED EIGHTEEN (118) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

ALL OF LOT NUMBERED ONE HUNDRED THIRTEEN (113) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

ALL OF LOT NUMBERED ONE HUNDRED FOURTEEN (114) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

ALL OF LOT NUMBERED SEVENTY-FOUR (74) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

ALL OF LOT NUMBERED SEVENTY-FIVE (75) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Leah Gurley for the operation of a Day Care Center at 2231 S Annie Baxter Ave.
2. The term of this permit shall be permanent.
3. Provide one off-street parking space for each employee.
4. Provide a Vehicle Drop-Off Area which includes an off-street loading zone capable of holding one car per ten individuals cared for shall be provided, in addition to the required parking area, in order to provide for easy pickup and discharge of passengers.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
6. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.

7. The operator of the facility located at 2231 S Annie Baxter Ave. shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
8. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
9. Any other conditions set by the City Council of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-273 – Rezoning

MEETING DATE:
July 1, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 021-24: 302 S McKinley Ave – Rezoning – A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – SCJ Construction

BACKGROUND:
The applicant, SCJ Construction, would like to build a second single-family home on the property. Currently, there are 2 lots that front 3rd St, but the existing house was constructed fronting McKinley. They would like to replat these lots to face McKinley, so that they may build a second single-family home. The existing house is legally non-conforming. They need to remove the lot from heavy industrial zoning before the applicant/owner can build. The existing density of the lots are 6000 square feet. These lot sizes are buildable in the existing R-1 neighborhood because they were already platted. To plat new lots at the same density, the lots need to be zoned R-2.

This neighborhood is a mix of R-1 and R-2 zoning districts, with leftover Industrial. There is some R-2 in the block NW of this site. The single-family homes that are here are 50-foot-wide lots. R-2 is consistent with the existing lots that are zoned R-1, in terms of density. The neighborhood is all low-density residential. Industrial uses are not compatible with the surrounding area. The Joplin Development Code identifies R-2 as a compatible district with low-density residential.

PLANNING & ZONING COMMISSION TESTIMONY:
Jonathan Tasset stated he represented the ownership group, SCJ Construction. They proposed to take this property and divide it into two parcels so they could build a second small home next to it keeping with the character of the neighborhood. There is a lot of high-density zoning already there and currently it is zoned M2. That is not appropriate for the house already on the lot. There is an existing home on the lot. It is on one side and what they want to do is subdivide that to do another home. They have plans for that. It would be in keeping with the latest zoning codes for walkable

neighborhoods. They would like to rezone it to an R-2 district which has denser requirements for homes in keeping with the rest of the homes in the neighborhood. Mr. Landis asked if the new home would be a single-family residence. Mr. Tasset stated it would.

Mr. Bellairs stated for the record there was one petition of protest submitted for this case to rezone. The protest occurrence is 9.96%. It is below the 30% minimum to deny the case.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-273
Planning & Zoning Commission recommends approving Case 021-24 (4 in Favor, 0 Opposed, 2 Absent)

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

Z&P Meeting: June 10, 2024
City Council Meeting: July 1, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 021-24 A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)

LOCATION 302 S McKinley Ave

APPLICANT SCJ Construction

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Single Family Home	Approximately 0.3 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	M-1	M-2
Land Use	Single-Family Home	Church	Community Garden	Vacant Industrial Building

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S McKinley Ave	Local	55′
W 3rd St	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, everything around the property is future Low-Density Residential. The Future Land Use Map only identifies the area as Industrial because that is the existing zoning district. This is a left-over pocket of Industrial zoned property before modern Industrial Parks.

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

The neighborhood is all low-density residential. Industrial uses are not compatible with the surrounding area.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This neighborhood is a mix of R-1 and R-2 zoning districts. There is some R-2 in the block NW of this site. The single-family homes that are here are 50-foot-wide lots. R-2 is consistent with the lots that are zoned R-1, in terms of density.

DISCUSSION

The applicant, SCJ Construction, would like to build a second single-family home on the property. Currently, there are 2 lots that front 3rd St, but the existing house was constructed fronting McKinley. They would like to replat these lots to face McKinley, so that they may build a second single-family home. The existing house is legally non-conforming. They need to remove the lot from Industrial before the applicant/owner can build. The existing density of the lots are 6000 square feet. They are allowed in the existing R-1 neighborhood because they were already platted. To plat new lots at the same density, the lots need to be zoned R-2.

Staff recommends approval of Case 021-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

JOPLIN
MISSOURI

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

Office Use Only
Case No.: 021-24
Filing Fee: $600.00
Received: 4/4/24
Date Advertised:
Proj. No.: 24-074
Public Hearing Date: 5/13/24

Applicant: SCJ CONSTRUCTION Phone No.: 4175639788

Address: 302 S McKINLEY Email: evan.scjconstruction@gmail.com

Owner: SCJ CONSTRUCTION Phone No.: 417 653 9788

Address: 1927 BIRD AVE JOPLIN Email: evan.scjconstruction@gmail.com

Location of Property: JOPLIN

Present Use of Property: RESIDENTIAL

Proposed Use of Property: RESIDENTIAL

Current Zoning: M2 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	RT	R1
South		M1
East		M2 R1
West		RT M2

Character of the Neighborhood: SNGLE FAMILY & 2 FAMILY RESIDENTIAL

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

Additional Platting Comments: NO

Unique Characteristic of Property and/or Additional Comment:

NO

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

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

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

Signature: _____ **Date:** _____

CURRENTLY USING AS RESIDENTIAL AND WE WOULD LIKE TO ADD ANOTHER HOME ON THE FUTURE ADJACENT LOT.

7012

Warranty Deed

BOOK 1392 PAGE 0423

P/R

Filed for Record on June 4, 1991, at 8:43 o'clock A M. in Jasper County, Mo.
Document No. ____ recorded in Book ____, Page ____
Edie Swingle
Recorder of Deeds
By: Nancy L. Brutsinger Deputy

THIS DEED, Made and entered into this 31st day of May, 19 91, by and between

Cleo Alvin Pugh and Patricia Kay Pugh, husband and wife

party or parties of the first part, of Jasper County, State of Missouri, grantor(s), and

David M. Ramsey and Cynthia J. Ramsey, husband and wife

party or parties of the second part, of Jasper County, State of Missouri, grantee(s).
Grantee's mailing address is 302 McKinley, Joplin, Missouri 64801

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jasper and State of Missouri, to wit:

ALL OF LOTS NUMBERED ONE (1) AND TWO (2) IN W.M. LECKIE'S SUB-DIVISION OF LOTS 22, 26, 27, 38, 39, 42 AND 43 IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI AND VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS NUMBERED ONE (1) AND TWO (2)

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

WITNESS

Cleo Alvin Pugh
Cleo Alvin Pugh
Patricia Kay Pugh
Patricia Kay Pugh

STATE OF MISSOURI } ss.
COUNTY OF Jasper }

On this 31st day of May, 19 91

before me personally appeared Cleo Alvin Pugh and Patricia Kay Pugh, husband and wife to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires the 7th day of April, 19 94.

Signature Shirley K Webb

(SEAL)

Type or Print Shirley K Webb
Notary Public

STATE OF MISSOURI } ss.
COUNTY OF Jasper }

IN THE RECORDER'S OFFICE

I, Recorder of said County, do hereby certify that the within instrument of Writing was, at 8:43 o'clock A M. on the 4th day of June, 19 91, duly filed for record in this office, and has been recorded in Book 1392, Page 423.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Carthage, Missouri, on the day and year aforesaid.

(SEAL)

Edie Swingle
Recorder of Deeds

By Delanie Moyer
Deputy

50680 RV.3

Case 021-24: Rezoning



0 45 90 180 270 360 Feet

302 S McKinley – Rezoning – A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – SCJ Construction

Case 021-24: Rezoning

302 S. McKinley-Rezoning-A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)-SCJ Construction

Jonathan Tasset, Architect, 3130 Wisconsin Ste 4, Joplin, Missouri, stated he represented the ownership group, SCJ Construction. They proposed to take this property and divide it into two parcels so they could build a second small home next to it keeping with the character of the neighborhood. There is a lot of high-density zoning already there and currently it is zoned M2. That is not appropriate for the house already on the lot. There is an existing home on the lot. It is on one side and what they want to do is subdivide that to do another home. They have plans for that. It would be in keeping with the latest zoning codes for walkable neighborhoods. They would like to rezone it to an R-2 district which has denser requirements for homes in keeping with the rest of the homes in the neighborhood.

Ms. Warren asked if there were any questions from the Commission on Case 021-24.

Mr. Landis asked if this would be a single-family home.

Mr. Tasset replied yes.

Ms. Warren asked if there were any further questions from the Commission on Case 021-24.

There were none.

Ms. Warren asked if there was anyone to speak in favor of Case 021-24.

There were none.

Ms. Warren asked if there was anyone to speak in opposition of Case 021-24.

There were none.

Mr. Bellairs stated for the record there was one petition of protest submitted for this case to rezone. The protest occurrence is 9.96%. It is below the 30% minimum to deny the case.

MR. ROSENBERG MOVED THAT CASE 021-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (4 IN FAVOR, 0 NAY, 2 ABSENT)

P & Z Case 021-24
SCJ Construction
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2024-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and located at 302 S McKinley Ave.

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

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

ALL OF LOTS NUMBERED ONE (1) AND TWO (2) IN W.M. LECKIE'S SUB-DIVISION OF LOTS 22, 26, 27, 38, 39, 42 AND 43 IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI AND VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS NUMBERED ONE (1) AND TWO (2).

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JUNE 17, 2024
MEETING MINUTES

CALL TO ORDER

The June 17, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Audie Dennis, Joplin Area Chamber of Commerce Outstanding Citizen of the Year.

ROLL CALL

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

Absent: Josh DeTar

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

PRESENTATIONS

Grant Project Status Update

Leslie Haase, Finance Director, presented.

FINALIZATION OF CONSENT AGENDA

Brian Evans spoke on behalf of Mary Price for Council Bill No. 2024-118.

Council Bill No. 2024-118 was removed from the consent agenda and moved to second and third reading.

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The City of Joplin and Joplin's East Town Dreams District community members invite the public to a significant event—a Ribbon Cutting and a street sign unveiling. This event is a tribute to J.D. Love, a Joplin Police Officer and lifelong Joplin citizen, for his dedicated service. The ceremony will be held at 11 a.m. on Wednesday, June 19, at Central Avenue and McKee Street.

Love retired in 1993 after serving 28 years with the Joplin Police Department. He grew up in the East Town neighborhood, graduated from Joplin High School, Missouri Southern State College (now University) and served as Jasper County Coroner for two terms following his JPD retirement. He also worked at St. John's Regional Medical Center for 16 years.

Former mayor Melodee Colbert-Kean is organizing the event and looks forward to seeing everyone join together to celebrate J.D. Love, a local legend to many in our community.

The Joplin Health Department encourages families to make time this summer to update their children's required immunizations. August is a busy time during the back-to-school rush, so get ahead on your to-do list now. These immunizations protect children against preventable diseases, ensuring a healthy start to the school year. Joplin Health Department accepts uninsured patients and most insurance. If unsure which immunizations your child will need, they can help with that. For more information or to schedule an appointment, call the Joplin Health Department at 417-623-6122 or visit their webpage on Joplinmo.org.

Joplin Parks and Recreation will again partner with Missouri Southern State University for Joplin's Independence Day celebration this year.

The celebration kicks off at 5:30 p.m. on Thursday, July 4, at Fred G. Hughes Stadium on MSSU's campus. This family event will feature live music, bounce houses, food trucks, and fireworks. The Schedule includes:

- 5:30pm: Event Kick Off: Food Trucks, Bounce Houses & Stadium Opens to Visitors
- 7:00pm: Live Music by The New Waves
- 9:45pm: Fireworks Show (approximate show time is 20 minutes)

Currently there are 10 different food vendors* for the event. The bounce houses are offered by We Be Bouncin' with a wristband purchase. The fireworks show will be set to music, and visitors can tune into 88.7 KXMS to experience it. Seating is available in the stadium and along the grass around the field. Plenty of parking will be available throughout the campus.

CITIZEN REQUESTS AND PETITIONS
Brian Evans spoke on behalf of Mary Price regarding fiscal accountability.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-272
Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-272
Mr. Lawson introduced Council Bill No. 2024-272- AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri. Requested by Seneca Enterprises Mo, LLC. Planning and Zoning Commission recommended to strike. Motion by Mr. Lawson second by Dr. Farnham that Council Bill No. 2024-272 be stricken. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson, and Shaw, 8. Absent: DeTar, 1. The Bill was stricken.

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

Minutes of the June 3, 2024, City Council Meeting.

COUNCIL BILL NO. 2024-121- AN ORDINANCE approving a work authorization with Allgeier Martin and Associates, Inc. in the not to exceed amount of Two Hundred Thirty Thousand and 00/100 DOLLARS ($230,000.00) for engineering services associated with the Tin Cup Lift Station & Pressure and Line Improvements Project authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.
Ordinance No. 2024-073

COUNCIL BILL NO. 2024-122 - AN ORDINANCE approving a work authorization with Allgeier Martin and Associates, Inc. in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 DOLLARS ($175,000.00) for engineering services associated with the Turkey Creek WWTP Trickling Filter Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.
Ordinance No. 2024-074

COUNCIL BILL NO. 2024-124 - AN ORDINANCE authorizing a Lease Renewal with TAMKO Building Products, LLC (TAMKO), for a hangar located at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2024-075**

COUNCIL BILL NO. 2024-265 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and located at the SW corner of S McCoy Ave and W 23rd St. **Ordinance No. 2024-076**

COUNCIL BILL NO. 2024-267 - AN ORDINANCE providing to vacate an alley way, lying near property described as 108 N St Louis Ave, City of Joplin, Jasper County, Missouri. **Ordinance No. 2024-077**

COUNCIL BILL NO. 2024-268 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-3 (Commercial) property as described below and located at 108 N St Louis Ave. **Ordinance No. 2024-078**

COUNCIL BILL NO. 2024-269 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and located at 3105 Wisconsin Ave. **Ordinance No. 2024-079**

COUNCIL BILL NO. 2024-613 - AN ORDINANCE approving an agreement with Thomas McGee Group, Third Party Administrator (TPA) to provide workers' compensation and liability claims services for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. **Ordinance No. 2024-080**

RESOLUTIONS

RESOLUTION NO. 2024-011

Mr. Copple introduced Resolution No. 2024-011 - A RESOLUTION authorizing the AMENDING of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program year 2020; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. Copple, second by Ms. Carlin to approve Resolution No. 2024-011. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson and Lawson, and Shaw 8. Absent: DeTar, 1.

ORDINANCES – EMERGENCY

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-114

Mr. Shaw introduced Council Bill No. 2024-114 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) for the 4th and Murphy Blvd Geometric Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective. Motion by Mr. Shaw, second by Mr. Jackson that Council Bill No. 2024-114 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson and Lawson, and Shaw 8. Absent: DeTar, 1. The Bill was read as Council Bill No. 2024-114.

COUNCIL BILL NO. 2024-125

Mr. Lawson introduced Council Bill No. 2024-125 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) for the 4th and Murphy Blvd Geometric Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Copple that Council Bill No. 2024-125 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson and Lawson, and Shaw 8. Absent: DeTar, 1. The Bill was read as Council Bill No. 2024-125.

COUNCIL BILL NO. 2024-127

Mr. Jackson introduced Council Bill No. 2024-127 - AN ORDINANCE approving an amendment (Change Order 3) to the construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50) for the Mill and Overlay 2023 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Mr. Bard that Council Bill No. 2024-127 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson and Lawson, and Shaw 8. Absent: DeTar, 1. The Bill was read as Council Bill No. 2024-127.

SECOND AND THIRD READING

COUNCIL BILL NO. 2024-118

Mr. Copple introduced Council Bill No. 2024-118 - AN ORDINANCE approving the City of Joplin to enter into an Agreement and Work Authorization with OWN Engineering, Inc. in the not to exceed amount of Five Hundred Forty Thousand Two Hundred and 00/100 Dollars ($540,200.00) for Sunnyvale Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024. Motion by Mr. Copple, second by Ms. Carlin that Council Bill No. 2024-118 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson and Lawson, and Shaw 8. Absent: DeTar, 1. **Ordinance No. 2024-081**

COUNCIL BILL NO. 2024-505

Mr. Copple introduced Council Bill No. 2024-505 - AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Prospect Village, LLC., a Nebraska limited liability company, and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Mr. Lawson that Council Bill No. 2024-505 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson and Lawson, and Shaw 8. Absent: DeTar, 1. **Ordinance No. 2024-082**

UNFINISHED BUSINESS

NEW BUSINESS

Confirm Boards and Commission Appointments
Reappointments

ADA: Phyllis Collier-Craig
Building Board of Appeals: Kyle Denham
Building Board of Appeals: Lance Windsor
JRC: Brenda Haddad
JSA: Patty Varva
Library Board: Andrea Cullers
Parks & Rec: Dustin Parker

Personnel Board: Chuck Brown
P&Z Commission: Amia Warren
Police & Fire: Chuck Brown
Solid Waste: Ashlea Cantrell
Traffic Commission: Shawn Hull
Traffic Commission: Richard Schurman

Appointments
Airport: HOLD
Board of Health: Michelle Cramer
Board of Health: Doris Lewis
Housing Authority: Kristine Gustafson
JSA: Darius Adams
JSA: Mikel Clark
Library Board: Heather Vanottoloo
Library Board: Veda Boyd Jones
Parks & Rec: Mike Gilpin
Personnel Board: Frank Buchanan II
Planning & Zoning: Natasha Klue-Michael
Planning & Zoning: Gary Spruce

Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore As Set Forth In Section 610.021 (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Motion by Mr. Copple, second by Mr. Jackson to convene into closed session. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson and Lawson, and Shaw 8. Absent: DeTar, 1.

The meeting was adjourned at 7:43 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-114 – Construction Agreement with Sprouls Construction, Inc. for the 4th and Murphy Blvd Geometric Improvements.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-114 Ordinance, Agreement, Bid Summary

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

SUMMARY
This Council Bill approves a construction agreement between the City of Joplin and Sprouls Construction, Inc. for the 4th and Murphy Blvd Geometric Improvements project in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00).

BACKGROUND
The Capital Improvement Sales Tax was approved by voters in 2004. One of the items listed on the project to be funded by the tax was signal improvements. In September 2020, City Council approved a work authorization with Olsson for engineering services for the design of improvements at 4th and Murphy Blvd Geometrics Improvements. In following with the "Improve Community Appearance" directive of the Action Plans, beautification efforts were added to this project. The project will include the installation of new traffic signals, turn lanes, intersection enhancements including sidewalk, pavement, and storm system, and beautification elements.
In accordance with the City of Joplin's procurement policies, a request for bid was advertised in the Joplin Globe on March 9, 2024 and bids were received by the City on April 2, 2024. One bid was received from Sprouls Construction, Inc. The bid is within 10% of the engineer's estimate. The base bid and Alternates one and two will be awarded. The Notice to Proceed will be issued once signed contract documents have been received and executed. The contractor will be given time to procure materials and complete intersection work and shall be completed within 90 days. Additional time is granted for the beautification work; all work must be completed by November 27, 2024.

FUNDING SOURCE
This item is included in the FY 2024 Budget in the Capital Improvement Sales Tax fund and is being partially funded through the Transportation Sales Tax Fund.

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

AGREEMENT
BETWEEN
CITY OF JOPLIN AND SPROULS CONSTRUCTION, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Sprouls Construction, Inc.	
		Address: 397 W. DD Hwy Lamar, MO 64759	
Attention: Dakota Rusk		Attention: Doug Sprouls	
Department: Engineering		Phone: 417-682-9577	Fax: 417-682-2277
Phone: 417-624-0820		4th Street and Murphy Blvd Geometric Improvements	

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

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

4th Street and Murphy Blvd. Geometric Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days for the base bid from the date Contractor procures materials, with additional time for alternates with all work being completed by November 27, 2024. Notice to proceed shall be issued by the Director of Public Works within 30 days after the date of this contract. Time is given between notice to proceed and the start of the 90 days to allow for procurement of materials.

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

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

sovereign immunity or official immunity for any monetary amount whatsoever.

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

COUNCIL BILL NO. 2024-114 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) for the 4th and Murphy Blvd Geometric Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00), a true and accurate copy of said agreement and being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of July 2, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-114

I hereby certify that a sufficient amount is available in the Capital Improvements Sales Tax and Transportation Sales Tax Funds to pay the amounts called for on the basis of the bids received.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-125 Amendment to Work Authorization number AMA-OC23-019 with Allgeier, Martin and Associates, Inc. for MS4 Permit & Floodplain Management Support project; and setting a date when this ordinance shall become effective.

MEETING DATE
June 17, 2024

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2024-125 Ordinance; Amendment 1 to Work Authorization AMA-OC23-019

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

SUMMARY
This Council Bill approves an amendment to work authorization AMA-OC23-019 with Allgeier, Martin and Associates, Inc. (AMA), for the MS4 Permit & Floodplain Management Support project in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00).

BACKGROUND
Since approval of Council bill 2023-151, AMA has assisted staff with Municipal Separate Storm Sewer Systems (MS4) reporting, plan finalization and renewal of the City's permit from the Missouri Department of Natural Resources (MoDNR). Sarah Simon, PE with AMA has assisted staff with updating forms and documentation processes, as well as, providing direct support during the 2023 report which was completed and submitted to MoDNR in September. Dr. Patterson, PE with AMA has provided floodplain management support thus far; moving forward, he will be spearheading the effort to submit a Letter of Map Revision ("LOMAR") request to the Federal Emergency Management Administration (FEMA) for the regional stormwater management facility built along Murphy Blvd., between E. 15th and E. 20th Streets. The LOMAR work involves establishing the 100-year base flood elevation in conjunction with the updated FEMA model. The consultant's fees are within industry standards for studies of this nature.

FUNDING SOURCE
This item includes a budget amendment to the Stormwater fund.

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

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Daniel Johnson, P.E. Public Works Director		Attention: Kurt Higgins, P.E., Sr. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, Ext 1500	Fax: 417-625-4738	Project: MS4 Program and Floodplain Management Support	

WORK AUTHORIZATION NUMBER _AMA-OC23-019_

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _AMA-OC23_

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number AMA-OC23-019 exceed the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00).

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

EXHIBIT A TO AMENDMENT 1 WORK AUTHORIZATION NUMBER AMA-OC23-019 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Design Services Associated with the MS4 Program, Floodplain Management Support and Site Plan Review Support

1. SERVICES

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

1.1 General

1.1.1 ENGINEER shall perform review services as hereinafter stated which shall include customary civil engineering services for evaluation of the City's Draft Floodplain Mapping currently being proposed by SEMA and current MS4 Program and assisting with reviewing site plans/reports submitted to the City of Joplin on an as-needed basis.

1.1.2 The ENGINEER shall perform review services on an hourly basis up to the contract amount with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Review current proposed floodplain mapping by SEMA and provide comments. The proposed floodplain mapping utilizes NRCS Type II for the analysis, which overestimates peak flowrates and increases the footprint of the regulated floodplain. Allgeier Martin will assist the City in presenting to SEMA why Huff's distributions is more representative of observed events in Joplin. Allgeier Martin will also make comments on the proposed mapping identifying critical stormwater improvements the City has made to their system over the past 20-years that are not currently in the SEMA modeling.
1.1.3.2 Regulated Small Municipal Separate Storm Sewer Systems (MS4)/Stormwater assistance.
1.1.3.3 Review of draft stormwater management plan including but not limited to the Minimum Control Measures, TMDL's, and monitoring, recording keeping and reporting documents.
1.1.3.4 Provided Comments, suggestions and draft forms and documents.
1.1.3.5 Provide an engineer to review site plans, stormwater reports, and development plans submitted to the City for approval as needed and requested by the City.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Ongoing Floodplain Mapping/MS4 assistance/Plan Reviews (Identified in Section 1.1)	Engineering Services anticipated through a period ending October 31, 2026.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2024-2025"; with a total compensation ceiling of $100,000, as set forth in Amendment 1 Work Authorization Number AMA–OC23-019 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

4. SUMMARY OF ATTACHMENTS
Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

Classification	Hourly Billing Rate 01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026
Principal/Engineer VI	$289	$302	$316
Principal/Engineer V	$257	$269	$281
Principal/Engineer IV	$233	$243	$254
Principal/Engineer III	$215	$224	$234
Project Manager/Engineer II	$190	$199	$208
Project Manager/Engineer I	$173	$181	$189
Technician IV	$157	$164	$172
Technician III/GIS Specialist	$157	$164	$172
Technician III	$133	$139	$145
Technician II	$119	$125	$130
Technician I	$112	$118	$123
Two-Man GPS Survey Crew	$220	$230	$241
One-Man GPS Survey Crew	$173	$181	$189
Three-Man Survey Crew	$240	$251	$262
Two-Man Survey Crew	$190	$199	$208
Registered Land Surveyor II	$203	$212	$222
Registered Land Surveyor I	$179	$187	$195
Survey Crew Member	$91	$95	$99
Right of Way Specialist	$139	$145	$152
Project Representative III	$133	$139	$145
Project Representative II	$119	$125	$130
Project Representative I	$110	$115	$120
Secretary/Assistant	$91	$95	$99
Print Specialist	$91	$95	$99

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

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NON-LABOR RATES

Item	Rate
Travel	$0.67 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2024-125 ORDINANCE NO

AN ORDINANCE approving an amended work authorization with Allgeier, Martin, and Associates in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Permit & Floodplain Management Support project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

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

Section 1. That the said amendment to work authorization with Allgeier, Martin, and Associates, in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Permit & Floodplain Management Support project, a true and accurate copy of said amendment to work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of One Hundred Thousand Dollars and No Cents ($100,000.00).

Section 5. That this Council Bill shall have an effective date of July 2, 2024.

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

_____, 2024 by a_____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-125 **ORDINANCE NO**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-127 – Change Order 3 for Mill and Overlay 2023

MEETING DATE
June 17, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 127 Ordinance, Change Order 3, Map

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

SUMMARY
This Council Bill approves a change order with Blevins Asphalt Construction Company Inc. for Mill and Overlay 2023 in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50). This amount covers the change order plus $25,000 contingency for asphalt index and other items.

BACKGROUND
The City of Joplin typically does a yearly overlay program that covers a specific zone of the city. The zone for the 2024 overlay happens to overlap with the area that Missouri American Water is getting ready to perform utility work in. Due to this, the 2024 mill and overlay is being postponed and will be combined with the 2025 overlay. This will allow the utilities to perform work ahead of the City's resurfacing projects so that newly surfaced roads are not cut into. However, there are some items that still need to be paved this year which cannot wait until next year. Each year there are repair items that are planned to be done with the mill and overlay program, such as repairs following sewer projects, sidewalk projects, etc. This change order will cover these items that need to be done this year. City staff will provide project management and inspection for the work.

FUNDING SOURCE
This is included in the FY 2024 Budget in the Transportation Sales Tax Fund.

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

CHANGE ORDER 3

Sheet No. 1 of 2

To Blevins Asphalt Construction Co
PO Box 230
Mt Vernon, MO 65712

Project 2023 Mill and Overlay

You are hereby directed to make the following changes from the contract. Job No._____

❖❖❖

_____
Department / Title

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		$1,541,943.53	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	$	$290,717.50	CONTRACTOR Blevins Asphalt Conctruction Co
3. OVERRUN PREVIOUS	$	$472,337.26	
4. TOTAL OVERRUN TO DATE	$	$762,054.76	by :_____ _____
5. TOTAL		$2,303,998.29	Date
PERCENTAGE OF ORIGINAL CONTRACT		49.42%	

Emergency Provisions of Change Order Policy Used YES □ NO □ Date approved _____

Reason for Emergency and description of work approved _____

_____ _____ _____ _____
SUBMITTED ENGINEER DATE *APPROVAL DIRECTOR OF FINANCE DATE

_____ _____ _____ _____
APPROVAL PROJECT MANAGER DATE *APPROVAL CITY MANAGER DATE

_____ _____
APPROVALSUPERVISOR/ ENGINEERING REVIEWER DATE *When applicable.

_____ _____
APPROVAL OF DEPARTMENT HEAD DATE

Mill and Overlay 2023
Change Order 3



COUNCIL BILL NO. 2024-127 **ORDINANCE NO**

AN ORDINANCE approving an amendment (Change Order 3) to the construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50) for the Mill and Overlay 2023 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.

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

Section 1. That the amendment to the agreement by and between the City of Joplin and Blevins Asphalt Construction Company Inc. in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50) for Mill and Overlay 2023, a true and accurate copy of said amendment being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, appropriations having been approved in the 2023-2024 city budget.

Section 4. That this Council Bill shall have an effective date of July 2, 2024.

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

_____, 2024 by a _____ vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 362, Building Regulations

MEETING DATE
July 1, 2024

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Freeman's Landworx LLC. to remove the structures, and any remaining debris including foundation and footings located at 1711 W A ST.

BACKGROUND
The above listed address was "tagged" as a dangerous building on January 26, 2024. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May 31, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on June 14, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Freeman Landworx LLC.	$3,918.00
Clay Cole Trucking	$4,700.00
B & D Yardbuliders	$4,822.00
Prime Contracting	$19,220.00

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

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Freeman's Landworx LLC for $3,918.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 362, Photograph of Property, Bid Tabulation

CLOSING DATE:	14-Jun-24	DEPT:	Planning & Community Development	
STARTING TIME	10:00 AM			
CLOSING TIME:	10:05 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler	Vicky Copeland
Demolition of All Structures		LOCATION:	1711 W. A St.	

COMPANY	BIDS
B & D Yardbuilders	$4,822.00
Big John's Heavy Equipment	
Freeman's Landworx, LLC	$3,918.00
Nelson's Enterprises	
USA Demolition	
Ground Up Services	
Clay Cole Trucking	$4,700.00
Prime Contracting	$19,220.00
Bunn Construction	


COUNCIL BILL 2024-362
1711 W A ST.


06/17/2024


06/17/2024


06/17/2024

COUNCIL BILL NO. 2024-362 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Freeman's Landworx LLC. for the demolition of the structure(s) and clearing of a lot located at 1711 W A St. in the City of Joplin, Missouri, for Three Thousand Nine Hundred Eighteen dollars ($3,918.00); 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 Freeman's Landworx LLC..in the amount of Three Thousand Nine Hundred Eighteen dollars ($3,918.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1711 W A ST..

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1711 W A ST.

ALL OF LOT NUMBERED THIRTHY-ONE (31) IN TAYLOR'S SECOND ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-453– approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
July 01, 2024

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2024-453 Council Bill and the DHSS Program Services Contract

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding for Public Health Emergency Preparedness activities.

BACKGROUND
This DHSS contract renewal provides funding from the state for public health preparedness activities in Joplin. The contract continues partial funding of one Regional Response Planner to be based in the Joplin Health Department. This staff person provides emergency planning and response activities for Joplin and Jasper County health departments. The county health department provides funding to the city for these services that allows for full funding of this position.

Services provided generally include the exercise and update of public health emergency response plans for each department, facilitating staff training requirements for emergency preparedness as well as improvement of disease surveillance and reaction capabilities of each health jurisdiction.

The period for this agreement is July 1, 2024, through June 30, 2025, and the total anticipated reimbursement from this agreement is $40,180.00. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2024-453, on an emergency basis to prevent delay in implementation.

COUNCIL BILL NO. 2024-453 **ORDINANCE NO.**

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Forty Thousand, One Hundred Eighty Dollars, no cents, ($40,180.00); 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, 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 is hereby authorized and directed to execute said Agreements by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for public health emergency preparation activities for residents of the city and immediate passage prevents delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 1st day of July 2024, by a vote of

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

RECEIVED
JUN 0 6 2024

Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

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

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

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

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

Enclosure

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

Tracking #	**Contract Title:**
56084	PUBLIC HEALTH EMERGENCY PREPAREDNESS

Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2024	6/30/2025	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

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

PUBLIC HEALTH EMERGENCY PREPAREDNESS
JOPLIN CITY HEALTH DEPARTMENT

1. GENERAL

1.1 The contract amount shall not exceed $40,180.00 for the period of July 1, 2024 through June 30, 2025.

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

1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

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

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

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

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

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

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

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

Program Name: Public Health Emergency Preparedness
Program Contact: Rikae Melzer
Address: P O Box 570, Jefferson City, MO 65102-0570
Phone: 573-751-8262
Email: Preparedness@health.mo.gov

2. PURPOSE

2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

3. DEFINITIONS

3.1 Director of Local Public Health Agency - Referred to herein as "Administrator."

3.2 WebSurv/EpiTrax - The WebSurv/EpiTrax applications are centralized and integrated databases that allow the Department and Local Public Health Agency (LPHA) staff the ability to enter and/or update case report information. They are web-based applications that support the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the LPHA and State to intervene in the disease investigation process.

3.3 Web Emergency Operations Center (WebEOC) - An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enable users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.

3.4 Health Care Coalitions (HCC) - A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

4. DELIVERABLES AND OUTCOMES

4.1 The Contractor's Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800 – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), ICS-200 – Incident Command System for Single Resource and Initial Action Incidence, ICS-300 – Intermediate Incident Command System for Expanding Incidents, and ICS 400 – Advanced Incident Command System for Command and General Staff.

4.1.1 These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within ten (10) months of hiring date.

4.1.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.

4.2 The Administrator shall provide twenty-four (24) hours, seven (7) days per week coverage for response to public health emergencies, and infectious diseases for the Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond.

4.2.1 The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four (24) hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov.

4.2.2 The Contractor shall maintain a current twenty-four (24)/seven (7) roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.

4.3 Within one (1) week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employee's name, job function/title and contact information. The Contractor shall send this information by email to Preparedness@health.mo.gov.

4.4 The Administrator or their designated employee is encouraged to attend semi-annual LPHA Planning meetings.

4.5 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at: https://healthapps.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis and EpiTrax application at: https://epitrax.health.mo.gov/nedss/login/

4.6 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9) (https://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-20.pdf).

4.7 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department's Regional Senior Epidemiologist and/or Medical Epidemiologist.

4.8 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one (1) epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

4.9 The Contractor shall designate a Health Alert Network (HAN) coordinator.

4.9.1 This HAN coordinator must have administration and distribution rights at the local level.

a. When individuals request access to the HAN, the HAN coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.

4.9.2 The Contractor shall participate in necessary trainings as scheduled by the Department's OEC regarding the use of the HAN system https://login.juvare.com/.

a. Open "Health Alerts Missouri" to access the Missouri Health Notification System.

4.9.3 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.

4.9.4 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.

4.10 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures.

4.10.1 The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning.

4.11 By June 30th, the Contractor shall complete the Tangible Personal Property Report (https://clphs.health.mo.gov/lphs/xls/phep-tangible-personal-property-report-sf-428s-template.xls) and submit to OEC at Preparedness@health.mo.gov

4.11.1 The Tangible Personal Property Report needs to be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds. Items priced over $5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form.

4.12 By June 30th, the Contractor shall submit to OEC a comprehensive inventory list of items under $5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.

4.12.1 The Contractor must use the Inventory Listing Template (https://clphs.health.mo.gov/lphs/xls/phep-inventory-listing-template.xls) to report this

inventory to OEC or submit an inventory list already in place. If the Contractor has nothing to report, the Contractor shall indicate this on the template.

4.13 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. See Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein, for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition.

4.13.1 Participation shall include, but is not limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition.

a. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level. See Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, for healthcare coalitions - frequently asked questions.

4.14 By June 30th, at least one (1) staff member of the Contractor will have completed WebEOC training.

4.15 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan, specifically the health and medical annex.

4.16 The Contractor shall validate/update their POD (Points of Dispensing) Operational Data Collection Sheet within the DHSS-SNS POD Board in WebEOC semi-annually by December 31st and June 30th.

4.16.1 Information on the sheet should be derived from existing plans, agreements and partnerships.

a. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

5.1 The Contractor shall select a minimum of three (3) or more Capabilities within the six (6) Domains to work on during the contract period to ensure that fourteen (14) of the fifteen (15) Capabilities within the six (6) Domains are completed within the project period ending June 30, 2029. LPHAs are not asked to address Capability 12 that relates to the State Public Health Laboratory.

5.1.1 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at https://www.cdc.gov/orr/readiness/capabilities/index.htm.

5.2 The Contractor shall attend a Public Health Emergency Preparedness Grant strategic planning session for the new project period once every five (5) years.

5.3 By September 30th, the Contractor shall submit the "Record of Changes" page, as well as the change made to their updated Local Public Health Emergency Plan or Guide.

5.4 If a deliverable cannot be met, documentation and/or explanation shall be included. Failure to submit reports or perform deliverables in the timeframe specified may cause a delay/hold in reimbursement requests.

6. REPORTS

6.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment E, 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 at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

6.2 The Contractor at a minimum of twice per calendar year during the effective dates of the contract, agrees to verify which of its employees are still employed and still require access to the Department's WebSurv/EpiTrax and HAN systems. The Contractor shall perform verification and updates with the WebSurv/EpiTrax and HAN systems. For WebSurv/EpiTrax changes, please contact edx@health.mo.gov. For HAN system changes, please contact drms@health.mo.gov.

6.3 The Contractor shall submit a Mid-Year Work Plan by January 15th and an End of Year Work Plan by June 30th to Preparedness@health.mo.gov.

6.4 The Contractor shall conduct a public health risk assessment with a collaborative planning team of public health, emergency management, healthcare system representatives and organizations that serve at-risk populations using MOPHRAT; identifying the hazards, impacts and vulnerable population groups within the Contractors jurisdiction.

6.4.1 The risk assessment shall be conducted once every five (5) years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals.

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment F, which is attached hereto and incorporated by reference as if fully set forth herein.

7.2 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.

7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.4 Indirect Costs

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

7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 0% of the modified total direct costs as defined in 2 CFR § 200.1.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

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

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

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

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

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

7.7 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

8.1 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.

8.1.1 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

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

8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

8.2.1 In addition, the Contractor shall submit the Invoicing Tool (https://clphs.health.mo.gov/lphs/xls/invoice-tool-template.xls) with each invoice to ensure that indirect costs are calculated correctly, as stated in Section 7.4 above.

8.3 The Contractor shall submit an itemized invoice monthly. Invoices shall be due by the 15th day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

8.4 The Department will pay the Contractor monthly upon the receipt and approval of an itemized invoice and report(s) prepared according to the terms of this contract.

8.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P O Box 570
Jefferson City, MO 65102-0570
Or email to: Preparedness@health.mo.gov

8.6 The Contractor shall submit the final itemized invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

8.7 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.

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

8.9 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.

8.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

8.10.1 For payment by check, 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

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

8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

9. AMENDMENTS

9.1 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.

10. RENEWALS

10.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

11. MONITORING

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

11.2 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.

12. DOCUMENT RETENTION

12.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) 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.

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

12.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) 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 five (5) year period, whichever is later.

12.4 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.

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

13. CONFIDENTIALITY

13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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

14. LIABILITY

14.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

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

14.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the 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.

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

15.1 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.

15.2 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:

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

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

15.3 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.

16. AUTHORIZED PERSONNEL

16.1 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.

16.2 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.

16.3 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://revisor.mo.gov/main/OneSection.aspx?section=285.530&bid=15000&hl) 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.

16.4 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:

16.4.1 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

16.4.2 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

16.4.3 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.

16.5 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.

17. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

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

17.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

17.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

17.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

18. TERMINATION

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

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

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

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

18.1.4 By request of the Contractor.

18.2 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:

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

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

18.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

19. SUBCONTRACTING

19.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

19.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor, subawardee, and/or subcontractor of any tier shall not be liable when such contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates

subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

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

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

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

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

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

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

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

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

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

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

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

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

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

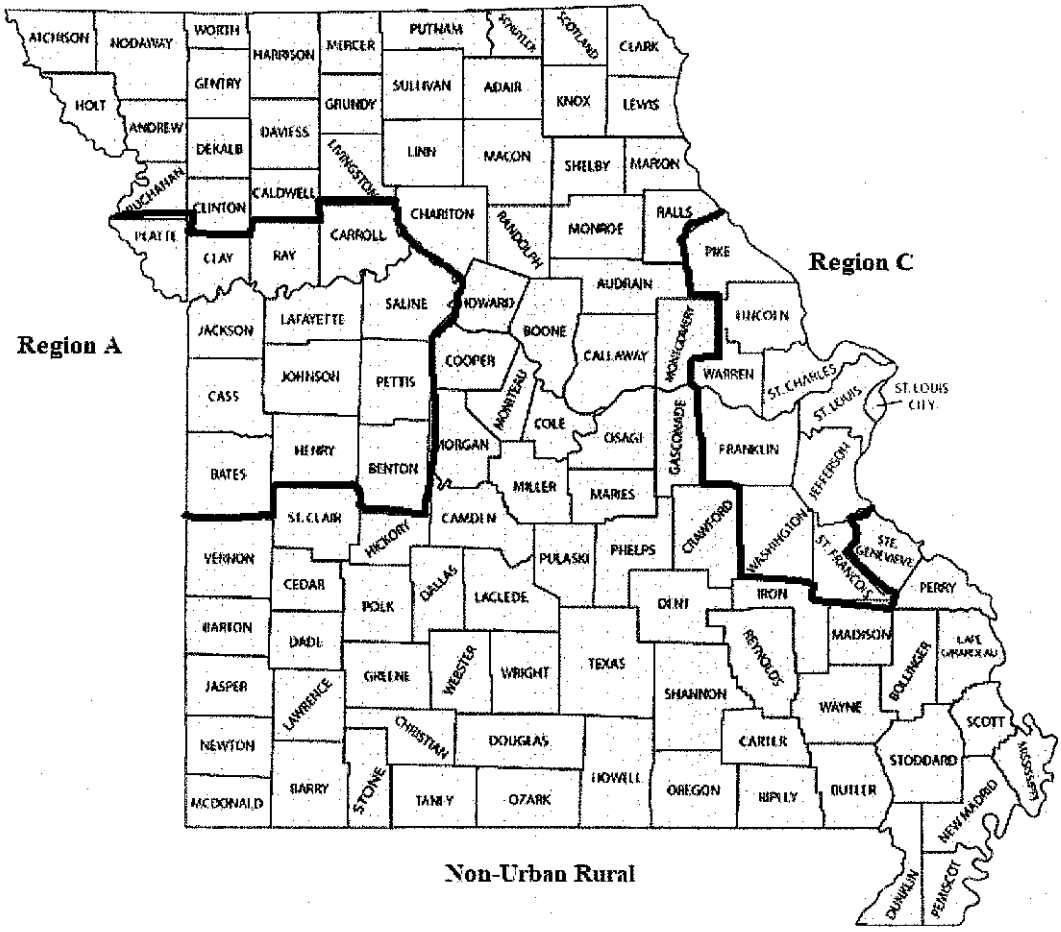
SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

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

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

Missouri Healthcare Coalitions



Healthcare Coalition Contacts		
Region A	**Non-Urban Rural**	**Region C**
Jennifer Sutherlin Mid-America Regional Council jsutherlin@marc.org 816-701-8362	Kara Amann-Kale Missouri Hospital Association KAmann-Kale@mhanet.com 573-893-3700	Rachel Mazzara St. Louis Area Regional Response System Rachel.Mazzara@ewgateway.org 314-332-4520

Healthcare Coalition Frequently Asked Questions

1. What is a regional healthcare coalition?

Healthcare coalitions (HCCs) are defined as "**a collaborative network of healthcare organizations and their respective public and private sector response partners** that serve as multiagency coordinating groups to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization and regional healthcare systems' disaster operations."
HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Administration for Strategic Preparedness and Response (HHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).
Missouri has three HCCs covering the entire geography of the state:

- Region A Kansas City
- Region C St. Louis
- Nonurban: Includes most rural counties and is divided into five sub-regions – Northwest, Northeast, Central, Southwest, and Southeast.

2. Who are members of the regional healthcare coalitions?

Each regional healthcare coalition must maintain membership four core members in order to receive ASPR funding: public health, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

3. What is public health's role in the regional HCCs?

Local public health is often the Emergency Support Function-8 (ESF-8) lead agency in county emergency management and, as such, has responsibility to assure all ESF-8 partners and emergency response functions have been anticipated and plans are developed. Engaging in routine planning meetings with the regional HCC and participating in trainings and exercises as they occur provides an excellent opportunity for regional planning, identification of remaining vulnerabilities and barriers, and a finding support in a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

4. What is the role of a regional healthcare coalition during and in preparation for an emergency response?

HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

5. How do the HCCs relate to the LPHAs' PHEP responsibilities?

The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. LPHA participation in HCC activities ensures an efficient and appropriate level of engagement and allows contribution of your subject matter expertise as well as receiving the benefits of membership in a regional preparedness and response setting. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.
There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	

5. UEI Number	6. EIN	7. Report Type
		☐Annual ☐Final

8. Transactions

Contract Expenditures:

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

Match Requirements (if required by the contract):

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

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (10-2022)

CITY OF JOPLIN HEALTH DEPARTMENT
Public Health Emergency Preparedness Budget
FY25 (July 1, 2024 - June 30, 2025)

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	23,200	23,200
Fringe Benefits	11,500	11,500
Travel	4,200	4,200
Equipment (*see definition below)		
Supplies	1,280	1,280
Other		0
Contractual		
Subcontractor #1 (Enter Name)		0
Subcontractor #2 (Enter Name)		0
Subcontractor #3 (Enter Name)		0
Subcontractor #4 (Enter Name)		0
Subcontractor #5 (Enter Name)		0
Total Direct Costs	40,180	
Indirect (Administrative) Cost	0	
TOTAL CONTRACT	**40,180**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	40,180
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	0.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No)	
Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.	

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

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

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 Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

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

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

_____	_____
Signature of Notary	*Date*

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 Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

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

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

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

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	56084	**State:** 0%	$0.00	**Federal:** 100%	$40,180.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2024	**Contract End:**	6/30/2025	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 0 **Research and Development:**

CFDA Name:

Federal Agency:

Federal Award: *

Federal Award Name: *

Federal Award Year: * **DHSS #:** ZZZ-PENDING FOA **Federal Obligation:** $40,180.00

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

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-128 Construction Agreement between City of Joplin and Emery Sapp and Sons Inc. for the Zora Street and Duquesne Road Intersection Improvements project

MEETING DATE
July 1, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-128; Agreement; Location Map; Bid Summary

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project.

BACKGROUND
In August 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the improvement of E. Zora Street from Range Line Road to MO-249. Phase 1 of the Zora improvements project is defined as the construction of a new concrete roundabout at the intersection of Zora Street and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Range Line Road to Duquesne Road. In June 2023 the City entered into an agreement with the Missouri Highways and Transportation Commission for a Governor's Transportation Cost Share Agreement for grant funds in the amount of $4 million to be used for the construction costs for all 3 phases of the Zora Improvements project. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the Zora Street and Duquesne Road Intersection Improvements project was advertised in the Joplin Globe on April 27th, 2024, and bids were received by the City on June 6, 2024. Three bids were received, with Emery Sapp and Sons Inc. selected as the lowest responsive bidder. The low bid was within 6% of the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 120 calendar days.

FUNDING SOURCE
This item is included in the FY 2024 Budget in the Capital Improvement Sales Tax Fund.

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

COUNCIL BILL NO. 2024-128 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Emery Sapp and Sons Inc. in the amount of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 dollars ($1,611,728.52) for construction of the Zora Street and Duquesne Road Intersection Improvements project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of July 16, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-128

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Emery Sapp and Sons Inc. Address: 5350 E. State Highway AA Springfield, MO 65803	
Attention: Dan Johnson, P.E.		Attention: Chris Landwehr	
Department: Public Works-Engineering		Phone: (417) 445-8331	Fax: (417) 445-0266
Phone: (417) 624-0820	Fax:		

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

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

Zora Street & Duquesne Road Intersection Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to

protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $1,611,728.52 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
c. Does not have a proposed debarment or suspension pending.
d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

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

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

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

8. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $3,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications

h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Six Hundred Eleven Thousand Seven Hundred Twenty-Eight and 52/100 ($1,611,728.52) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR: Emery Sapp and Sons Inc.

By: _____

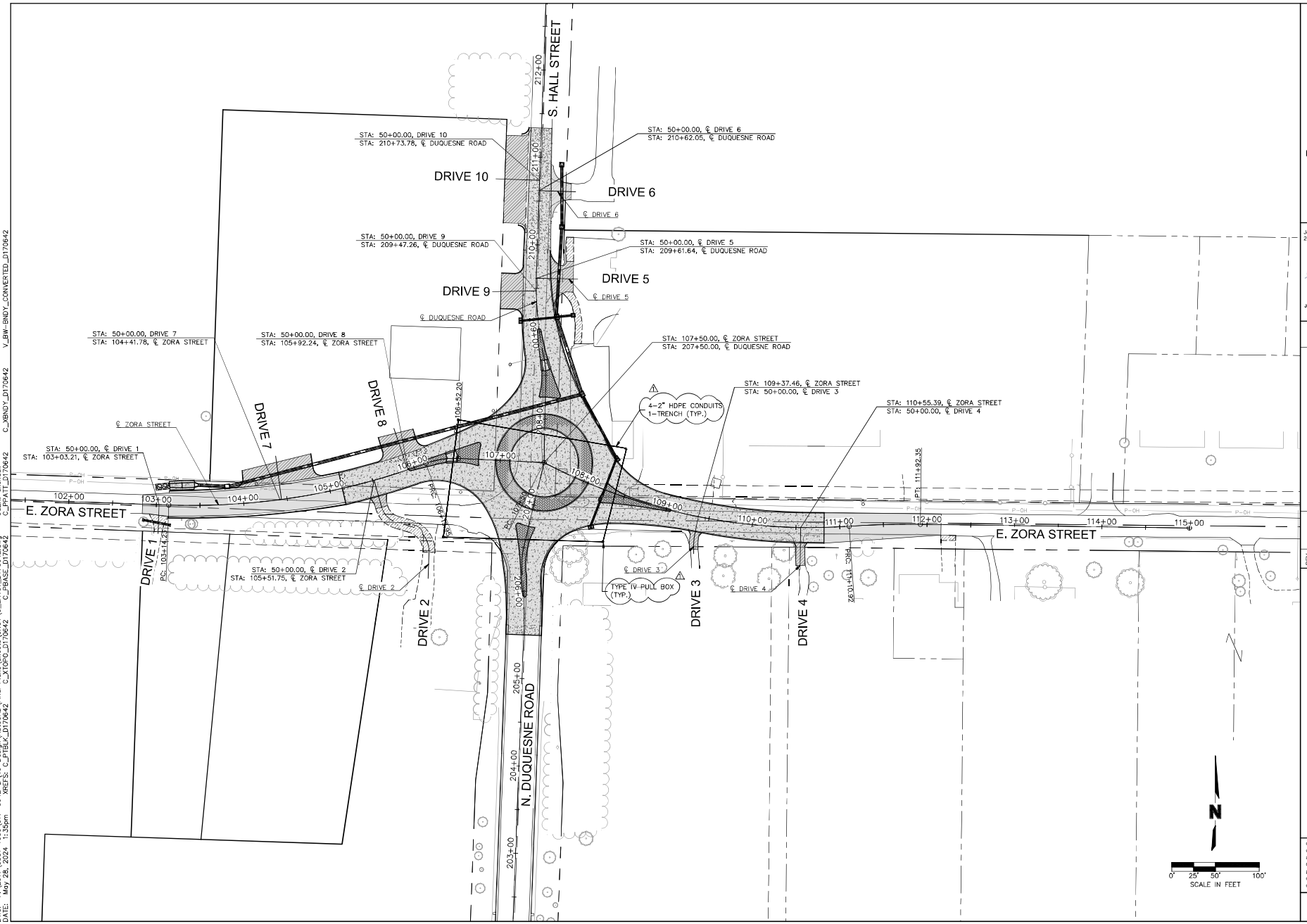
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By:

_____
Daniel Johnson, P.E.
Public Works Director



olsson
Olsson • Civil Engineering
Missouri Certificate of Authority #001592
7020 S. Main Street
Joplin, MO 64801
TEL 417.781.0643
www.olsson.com

Jonathan Fritz
2024.05.28 09:45:55 -05'00'

JONATHAN W. FRITZ NUMBER PE-2017019023 PROFESSIONAL ENGINEER

JONATHAN W. FRITZ–CIVIL ENGINEER
MO# PE-2017019023

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	5/24/2024	ADDENDUM #5 - FUTURE FIBER OPTIC CONDUIT	SMK

REVISIONS

GENERAL LAYOUT

ZORA STREET IMPROVEMENTS - PHASE 1
CITY OF JOPLIN

JOPLIN, MISSOURI

2024

drawn by:	ZLL/SMK/CTK
checked by:	CAD
approved by:	JWF
QA/QC by:	ENG
project no.:	017-0642-D
drawing no.:	C_LAY01_D170642
date:	4/26/2024

SHEET
2 of 88

DWG: F:\2017\0501-1000\017-0642-D\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C_LAY01_D170642.dwg
DATE: May 28, 2024 1:35pm
XREFS: C_PTBLK_D170642 C_XTOP0_D170642 C_PBASE_D170642 C_PPATT_D170642 C_XBNDY_D170642 V_BW-BNDY_CONVERTED_D170642
USER: skendall

Bid Summary

PROJECT: Zora Street and Duquesne Road Intersection Improvements

DATE OF BID OPENING: June 6th, 2024

CONTRACTOR	BID
Emery Sapp & Sons	$1,611,728.52
Sprouls Construction Inc.	$2,266,887.93
Elements Construction Concepts	$2,300,464.00
Engineer's Estimate	**$1,532,638.00**