JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, AUGUST 18, 2025
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. FY 2026 Proposed Budget

      Documents:

      CITY MANAGERS PROPOSED BUDGET MESSAGE FY26.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Maurice Filson Requested To Speak On Speeding In His Neighborhood.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. FY 2026 Proposed Budget Public Hearing

      Documents:

      2026 BUDGET PRESENTATION FOR PUBLIC HEARING FINAL.PDF
      FY26 COUNCIL RETREAT ACTION PLANS.PDF

8. Consent Agenda

1. Minutes Of The August 4, 2025, City Council Meeting

   Documents:

   AUGUST 4, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-133
   AN ORDINANCE authorizing the City of Joplin to enter into a consulting agreement and work authorization with Horner & Shifrin, Inc. in the amount of Fifty-Three Thousand Three Hundred and 00/100 dollars ($53,300.00) for review of the Prospect Village Development's Stormwater and Floodplain design and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2025-133.PDF

3. COUNCIL BILL NO. 2025-134
   AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); 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:

   CB2025-134.PDF

4. COUNCIL BILL NO. 2025-274
   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-3 (Multi-Family Residential) property as described below and generally known as 912 S Sergeant Ave, Joplin, Jasper County, Missouri.

   Documents:

   CB2025-274.PDF

5. COUNCIL BILL NO. 2025-275
   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 generally known as 1001 S McKinley Ave, Joplin, Jasper County, Missouri

McKinley Ave, Joplin, Jasper County, Missouri.

Documents:

CB2025-275.PDF

6. COUNCIL BILL NO. 2025-451
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Seven Hundred Forty-Nine Thousand, Two Hundred Ninety Four Dollars and no Cents ($749,294.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

Documents:

CB2025-451.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2025-452
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 Twenty Thousand, One Hundred Ninety Two Dollars, no cents, ($20,192.00); 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:

CB2025-452-SUMMARY SHEET.PDF
CB2025-452-COUNCIL BILL.PDF
CB2025-452-SUPPLEMENTAL ITEM CONTRACT.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2025-005
AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

Documents:

SUMM SHEET CB2025-005 RE-ADOPTION CODE OF ETHICS FIN DISCLOSURE.PDF
CB2025-005 FINANCIAL INTEREST DISCLOSURE.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2022-525
   AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

   Documents:

   CB 2022-525 ORDINANCE APPROVING REDEVELOPMENT PROJECT 4 AUG 2025.PDF
   CB 2022-525 SUMMARY APPROVAL OF AMENDED PROJECT AREA 4 AUG 2025.PDF

13. Unfinished Business

14. New Business

1. Declare Excess Surplus Property For The Annual City Of Joplin Auction On September 13, 2025

   Documents:

   2025 AUCTION LIST FOR COUNCIL .PDF

2. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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 14th day of August 2025 (RSMo 610.020)

City Manager's Office
602 S Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1200

City Manager's Budget Message

August 18, 2025

Mayor and City Council,

Each fiscal year provides an opportunity for reflection and then planning for the future. In reflection, it is easy to see an improved organization delivering better services to the community. The improvement can be seen in our pools, maintenance activity, additional staffing, economic development, communications, and neighborhood improvement, just to name a few. These improvements would not be possible without the City Council's leadership and strategic forethought. To continue improvement, we now must plan for the upcoming year in a manner to leverage our strengths, take advantage of opportunities, and address weaknesses. I am pleased to present the proposed annual Fiscal Year 2026 Budget. With the funds provided, I am confident that the City's team of experienced and dedicated employees can bring about more improvement for the community.

1. Budget Request

The City has approximately twenty-five funds, each categorized by purpose. We are proposing a comprehensive expenditure of just over $191.4 million. This includes all proposed funding for daily operations, capital improvements, internal service and enterprise operations.

FY 2026 OVERALL BUDGET SUMMARY

Fund Type	FY 2026 Total Revenue	FY 2026 Operational Expenditures	FY 2026 Capital Expenditures	FY 2026 Transfers Out	FY 2026 Total Expenditures
General Fund	$ 43,384,432	$ 34,015,635	$ 2,342,222	$ 7,010,381	$ 43,368,238
Special Revenue Funds	$ 76,064,678	$ 46,888,075	$ 47,656,156	$ 7,950,973	$ 102,495,204
Capital Project Funds	$ 4,520,000	$ 1,065,000	$ 3,475,000	$ -	$ 4,540,000
Enterprise Funds	$ 26,797,900	$ 23,980,217	$ -	$ 2,018,479	$ 25,998,696
Internal Service Funds	$ 16,802,370	$ 14,810,644	$ -	$ 187,719	$ 14,998,363
Total Funds	$ 167,569,380	$ 120,759,571	$ 53,473,378	$ 17,167,552	$ 191,400,501

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General Fund: This fund includes budgets for fifteen departments that provide mission critical services to our residents.

Special Revenue Funds: These funds are used to account for the proceeds of specific and earmarked revenue sources requiring separate accounting because of legal or regulatory provisions or administrative actions.

Capital Project Funds: The City utilizes these funds to record the receipt and disbursement of monies used to fund infrastructure projects.

Enterprise Funds: The City's enterprise funds hold the budgets for departments that operate in business-type activities. These funds rely on revenue generated from sales of materials or services and, for the most part, do not require funding from locally approved taxes.

Internal Service Funds: The City uses internal service funds, or proprietary funds, to account for operations and services where costs are allocated for the reimbursement of services to other departments.

2. Dedicated Revenue

The services provided by the City of Joplin are predominantly funded by taxes. Voters have been presented with plans to improve the community, address service needs, or resolve problems. In exchange for support, the City has obligated tax dollars for specific purposes or expenditures. These include sales taxes of 1% general sales tax, 0.5% general sales tax for public safety, 0.5% general sales tax for public safety pension, 0.25% parks & stormwater sales tax, 0.5% transportation sales tax, and 0.375% capital improvement sales tax. Additionally, hotel/motel tax, property tax, and the use tax have all been approved for specified purposes.

- ½-Cent Public Safety Sales Tax: Approved in 2006, this tax dedicated funds for 30 additional police personnel, 34 additional fire personnel, neighborhood streetlights, a new Public Safety Training Center, two additional fire stations and related equipment, along with the replacement of other public safety equipment. This tax does not sunset and is projected to generate $9.025 million in fiscal year 2026.
- ½-Cent Pension Sales Tax (Prop B): Approved in 2019, this half-cent sales tax is dedicated to funding and closing the policemen's and firemen's pension plan and transitioning certain public safety employees to LAGERS. The tax will "sunset" or expire at the earlier of 12 years or when the pension plan reaches 120% funded status, which is projected to occur sometime in 2027.
- Hotel/Motel Tax: Convention and Visitors Bureau – The hotel occupation license tax is assessed upon hotel/motel operators and is based on the room charge revenues collected. Currently, the rate as specified by City Code is 4%. The rate was increased

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from 2% to 4% by a vote of the people effective January 1, 2001. The revenues from this additional tax are dedicated for the promotion of conventions and tourism, festival support, entryway beautification and sports marketing.

- Property Taxes: Property tax is an ad valorem tax, based on the assessed valuation established by the Jasper and Newton County Assessors. The property tax levy must be set by August 31 each year. The City's property tax is levied each November 1 on the assessed value of real estate property listed as of the prior January 1, the lien date, and is due on or before December 31. The City of Joplin collects property taxes for the following areas:
    - Health Department
    - Parks & Recreation
    - Environmental Services
- ¼-Cent Parks & Stormwater Sales Tax: Initially approved in 2001, renewed in 2011 and 2021, this quarter-cent tax is dedicated to parks and stormwater projects, specifically projects designated by a Citizen's Committee and approved by the voters of Joplin. This tax sunsets ten years from the effective date, which will be March 31, 2032.
- ½-Cent Transportation Sales Tax: With voter approval, this ½-cent sales tax was instituted in 1983 by the City. This tax is restricted to "transportation purposes;" which is defined as a mass transportation system, construction, reconstruction, repair and maintenance of streets, bridges, airports, land acquisition and rights-of-way related to these purposes, and other transportation-related activities. This tax does not sunset and is projected to generate $9.025 million in fiscal year 2026.
- 3/8-Cent Capital Improvement Sales Tax: This tax may be used for capital improvements. Voters approved a three-eighths-cent sales tax effective January 1, 2005, renewed it in 2014, and again in 2024. This tax will sunset on December 31, 2036. The most recent renewal is expected to generate approximately $92 million over twelve years for capital improvement projects.
- Use Tax (Proposition Action): "Prop Action" is a broader set of 49 "Action Plans" designed to address citizens' needs that were brought forward during the City Manager's listening tour. This citizen-based strategic plan is funded through a use tax, which is like a sales tax, applied to purchases made from out-of-state vendors and shipped to Joplin.

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3. Vision and Goals

The current City Council held a planning retreat in December 2024. This retreat provided an opportunity to vision for the future of the community by identifying strategic goals that address community needs. Following a community-wide survey and the City Manager's Listening Tour, the past City Council held a retreat in 2021 and prioritized 6 goals for the organization. The current City Council reviewed the progress towards these goals and reaffirmed them as priorities. The following are the strategic goals for the organization:



Strategic Priorities:

In Fiscal Year 2025, the following actions were taken towards the implementation of Council's goals:

- **Public Safety** was enhanced through the creation of a "flex platoon," made possible by adding two additional officer positions in the Police Department. Police Department staffing has increased by 6.5 positions since 2020, which complements the 5 positions added to the Fire Department over the same period. Additionally, in 2025, take-home cars for the Police Department were added to the fleet, providing a significant benefit for the officers in hopes of better recruitment and retention.
- The **Housing Revitalization Plan** is nearing completion with 17 homes demolished and 17 new homes constructed. There are currently five homes in the construction phase, with two additional applications, and we can accept three more.
- The **Joplin ARPA demolition program** has paid for the demolition of 17 vacant and dangerous buildings, which means properties can then be redeveloped into new structures. An additional 15 properties are in the process of voluntary demolition approval or the owners are working with the building board to improve the properties instead. The demolition of the former Freeman Hospital is underway and soon new housing for seniors and veterans will replace it.
- The **Joplin Homebuyer Assistance Program** has helped 87 families be able to afford homes. The program rolled out May 1, 2024, and the final closing was on Dec. 6, 2024. We spent the full $3 million dollar budget from the grant money on down payment assistance and closing costs.

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- The **Joplin Homeowner Rehabilitation Program** is still underway using a $2 million budget to partner with ESC to help qualifying owners within 4 low-to-moderate income census tracts be able to afford key home improvements. To date, we have received 127 applications, almost 60 inspections have been finished with 24 rehabilitation projects completed. Projects include the replacement of roofs, HVAC, guttering and fascia, doors and windows, using local contractors.
- This year we were awarded a **$3.5 million lead grant** from the federal Department of Housing and Urban Development, HUD, to remove lead hazards from homes to ensure the safety of children, residents and families. The City is working with Economic Security Corporation (ESC) to complete this program within a 4-year period, which is currently under development.
- Since the execution of the **Homelessness Partnership** agreements in January 2025, the newly founded Regional Commission on Homelessness has been working with Economic Security and the Homeless Coalition on the recruitment and hiring of a Director of Homelessness Response, the first major priority of the Community Plan. The new director started July 14 and is currently prioritizing the plan elements with partners.
- **Beautification** continued to take center stage in 2025 with the implementation of the City banner program and downtown tree replacement program. The 4th and Murphy project was completed to great outcome and will set the standard for other improvements going forward. Ewert Splash Park design was completed and the Bike Park to be located within the Dover Outdoor Recreation Area launched into construction, along with Tin Cup Trail. Main Street beautification and streetscaping is under design, along with Grand Falls Park, and will become major projects in 2026. Targeted cleanups took place on City properties and Murphy Boulevard. Aesthetics and design standards are integrated into our predevelopment planning and City infrastructure design processes and will be edified in our new comprehensive plan update in 2026.
- **Economic Development** – Prospect Village – City staff continued to assist developers in planning for an approximately $305 million mixed-use development, which features an anchor retailer and an indoor sports venue. Conceptual designs recently shared at a public meeting received positive feedback. The City also continued to invest in our industrial parks' expansions and infrastructure enhancements with the addition of the Mi Tierra I-44 park to accommodate continued future growth. Major grant-funded infrastructure investments city-wide will not only enhance existing areas but also facilitate growth into new areas of the community. And, Memorial Hall redevelopment feasibility is currently under review.
- **SMART Cities** – In fiscal year 2025, Allo Fiber launched into full construction across the City to bring high-speed internet infrastructure to the community. This investment will help close the broadband gap, giving every resident a choice and accessibility to additional quality internet connections. The first wave of subscribers is anticipated in the fall of 2025.
- **Safety and Security** enhancements took place across City facilities and Crime Prevention through Environmental Design (CPTED) assessments were completed on all major facilities, targeting additional work needed. Staff Emergency Designated Response

Teams were reinvigorated for emergency preparedness and teams were formed for every department and building. A Public Works Operational Assessment was completed, highlighting service and staffing improvements needed, and a Health Department Assessment was initiated. The Park Ranger Program expanded, adding an additional ranger and expanding park hours coverage.

- Positive **Marketing** was implemented with the addition of a whole new Communications team, allowing us to expand community engagement and presence with our Citizen newsletter, targeted monthly operational videos, employee spotlights, and the anticipated new website redesign.

4. Review of Financial Condition – General Operating Funds

Changing economic conditions became clearer during the fiscal year. According to the Missouri Department of Economic Development, "*in Missouri…over the past year, Missouri has added 10,900 jobs, and our unemployment rate stands at 4%, below the national rate of 4.2%. Inflation also remained stable as overall prices were up 2.4%, a slight uptick from April's 2.3%, but still low relative to recent years. One area that did see a sharper shift was retail sales, which fell 0.9% in May. A 3.9% drop in motor vehicle sales was a key driver, likely due to buyers pulling back after purchasing early in the spring to avoid potential tariffs. Missouri's economy (GDP) shrank by 1.8% in the first quarter of 2025. The U.S. economy also shrank (by a revised 0.5%) in Q1.*"

These trends, coupled with the City's own financial performance over the past year, reinforces the need for prudent financial management of City resources going forward. Simply put, we must "live within our means" as an organization, maintain strong reserves, and follow the 'cardinal rule' of municipal financial management, which is to not take on additional expenses without knowing how they will be funded.

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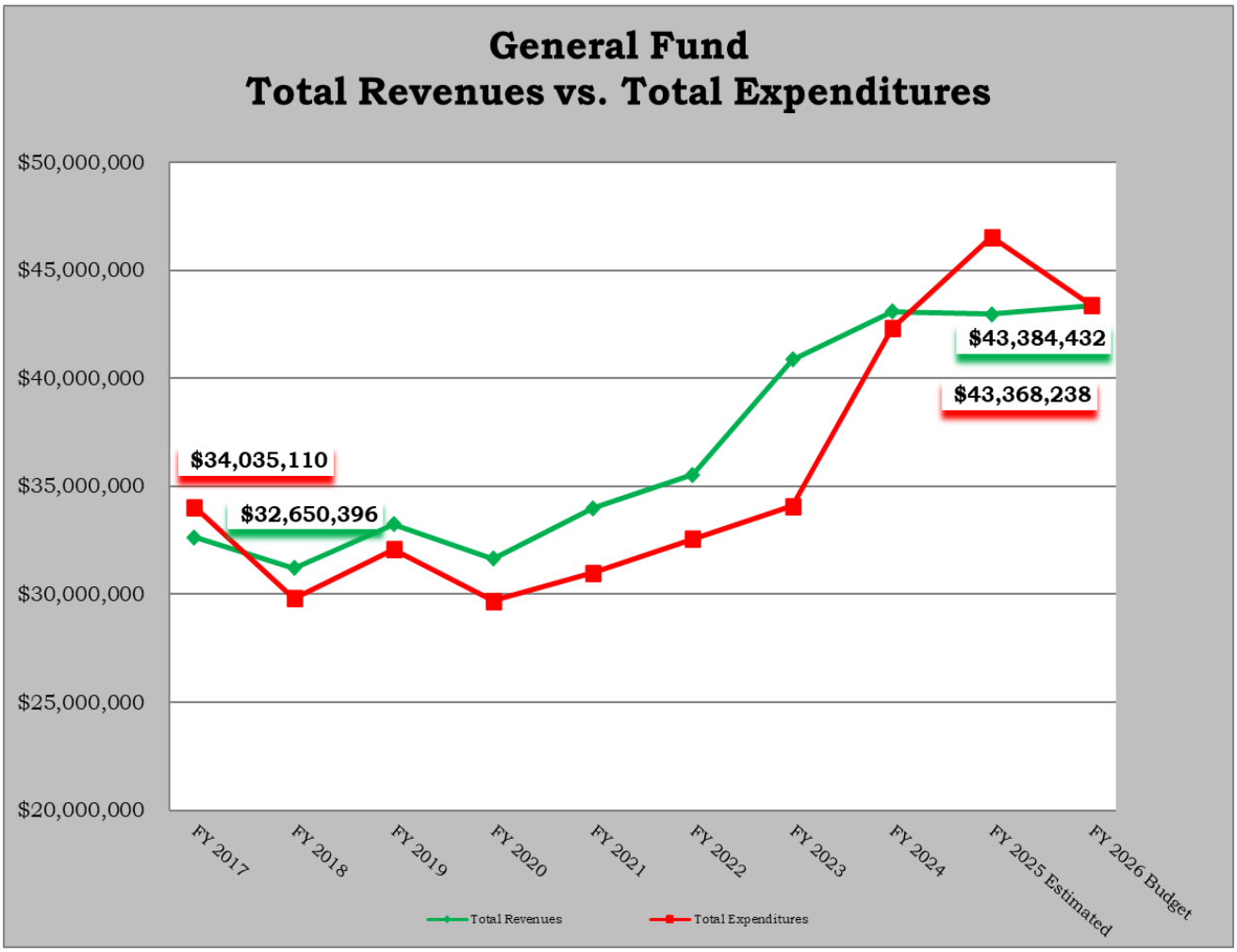

Fortunately for the community, financial management has been a strength for the organization. While a downturn in the economy will harm the City's ability to deliver and improve services, I am confident the City will fare better than most because of our Finance Director, Leslie Haase, her team, and the responsible decisions and actions of Council to date.

The City uses a financial model to project future revenues and expenditures. This tool helps ensure the City is "living within our means" and shows that despite strong revenue growth over the last four fiscal years, there will be limited opportunities to address long-term needs as revenue is expected to flatten beginning in fiscal year 2025.

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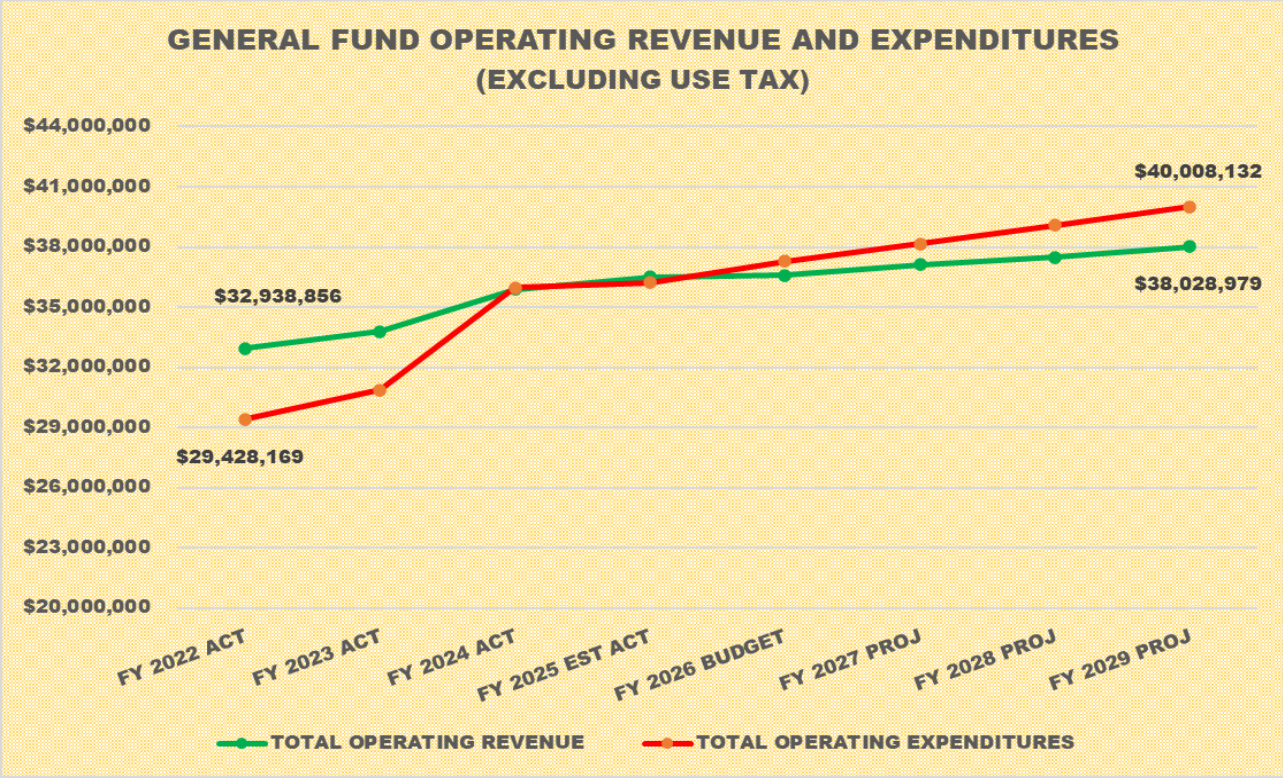

The big three items to review when analyzing a City's financial capacity are revenues, expenditures, and reserves. The biggest threat to the City's financial position comes from minimal revenue growth. Expenditures can be managed and reserves used in times of need, but the lack of revenue growth severely limits the City's ability to provide the expected levels of service throughout the community. As an organization, the City receives constant feedback about legitimate needs for more enforcement, maintenance, and capital projects; however, the limited growth of tax revenue hampers the City's ability to meet these expectations.

As revenues continue to show signs of flattening, expenditures are growing. This trend which began in 2024 has become more pronounced throughout 2025. The fiscal year 2026 budget anticipates minimal revenue growth and very little in new expenditures. As a result, many of the organization's needs have been deferred until economic conditions improve.

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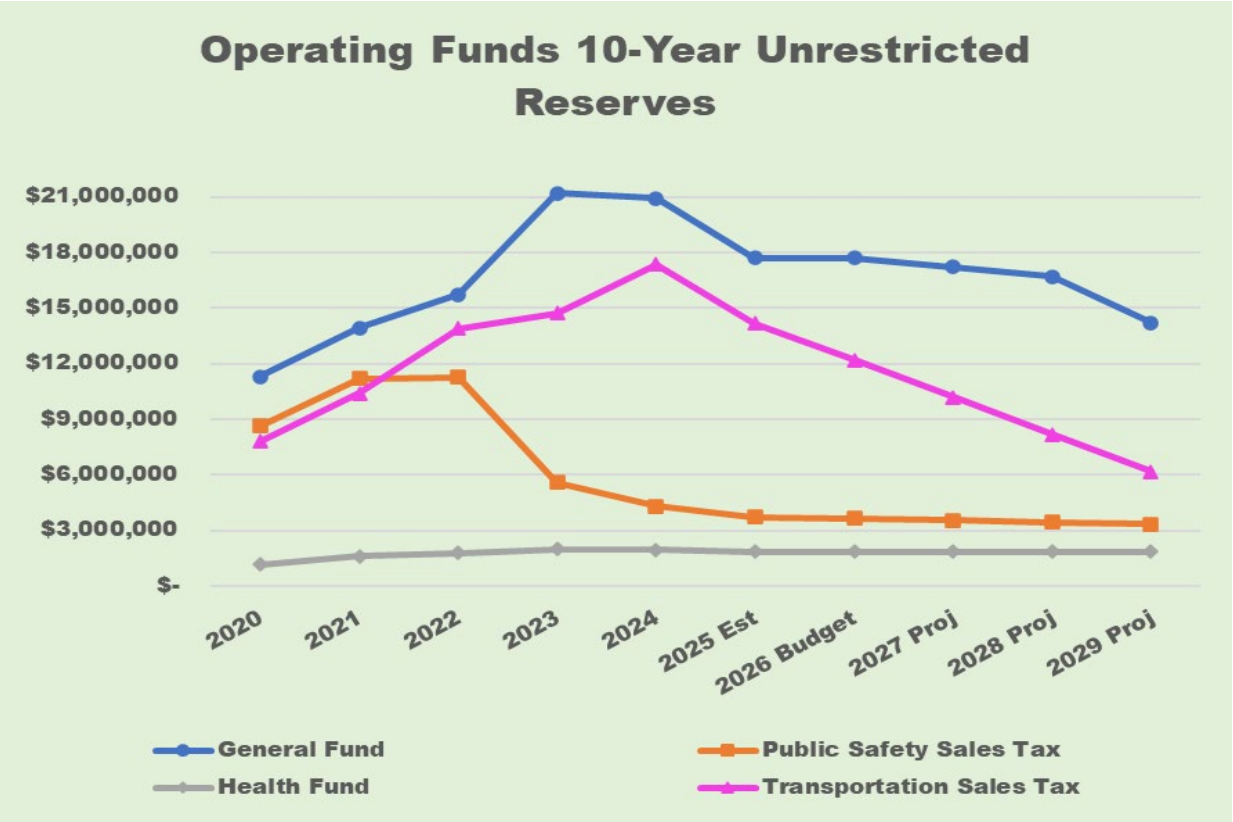

Lastly, reserve balances remain strong due to prudent financial management, but to address longstanding issues within the greater community and organization, reserves will be needed. In fiscal year 2025, the City will plan for the demolition or redevelopment of Memorial Hall. In addition, it is necessary to begin planning for the replacement of Fire Station 3. These two items could shrink reserves by $10 million to $15 million, leaving little financial capacity to address any critical or emergency response needs. These large expenditures, coupled with needed expenditures for facility maintenance and vehicle replacements, will require a shift away from spending towards "rebuilding" reserves for the long-term financial health of the City.

5. General Fund Overview

The City's General Fund accounts for the bulk of the City's operating revenue and expenditures. It is within this fund where you can see most of the daily operating costs for the City. As such, it is important to understand the forecasts and estimates for revenues and expenditures. The 2026 overall general fund expenditures will decrease over $3.1 million from the 2025 projected actual expenditures. The main reason for the decrease is the reduction in capital outlay. The anticipated 2025 capital outlay is just over $6.9 million, while the 2026 capital budget is over $2.3 million for a reduction of over $4.6 million from last year.

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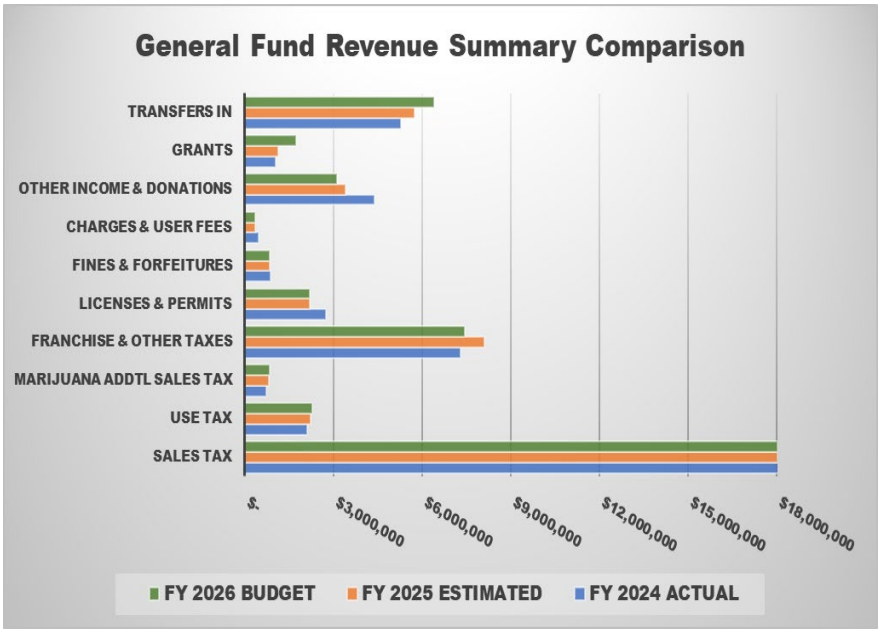
General Fund Revenue:

Sales Tax: Sales tax is the primary source of funds for all general City services, capital projects, and capital equipment. Sales tax collections in fiscal year 2021 reached the highest level ever due to the impact of COVID-19 on our local economy, jumping 13% over fiscal year 2020. With inflation reaching the highest levels since the 1980's, fiscal year 2022 sales tax revenue rose another 1.7% over the prior record-setting year. As a result of these recent increases in sales tax, over the last five years, year-to-year growth in sales tax averaged 18.5%, while the average annual increase over the last ten years is 2.9%. However, with retail sales declining, sales tax collections in 2025 have flattened. The 2026 economic outlook indicates GDP will grow at a moderate pace; however, the job market, trade tensions and policy uncertainty could impact this anticipated growth. With this in mind, the budgeted revenue for fiscal year 2026 general sales tax is $18,050,000, which assumes no change from the fiscal year 2025 estimated amount.



Franchise Tax: Franchise tax is the second largest source of funds for City services and is levied as a percentage of gross receipts on utility bills. The City has five different kinds of franchise taxes with those being assessed on electric, telephone, water, natural gas, and cable utilities. Franchise tax is also difficult to budget for several reasons. As a tax on utilities, these collections are extremely dependent upon weather. Telephone and cable franchise taxes have been severely impacted over the last several years as cell phone plans have changed drastically and as internet-based television options are impacting the demand for traditional cable television. A new issue emerged in fiscal year 2021 following the approval of state legislation that will incrementally decrease cable franchise taxes from a rate of 5% to 2.5% by 2027. This could result in a decrease of $110,000 in annual revenue by the time the new maximum rate is in effect. Over the last ten years, franchise tax had been decreasing an average of 1% through fiscal year 2020. However, beginning in fiscal

year 2021, cost increases in utilities have resulted in an average annual increase of just over 3.3%. This equates to an average annual increase in franchise tax of 2.1% in total over the last ten years. As a result, the fiscal year 2026 budget reflects an increase of 1.3% in overall franchise tax revenue compared to the projected ongoing collections for fiscal year 2025.

Licenses & Permits: License and permit fees reimburse the costs associated with regulating, on behalf of citizens, the business and construction activity occurring within the City. Other than overhead transfers in, licenses and permits represent the next highest revenue source in the general fund. Large building projects drive this category from time to time, as shown by the recent growth in Joplin. However, budgeted revenue is based on the "normal" revenue without including large building projects. As such, the proposed budget reflects an anticipated increase of 0.3% from estimated collections in fiscal year 2025.

General Fund Expenditures:

GENERAL FUND EXPENDITURES BY CATEGORY
INCLUDING USE TAX/PROPOSITION ACTION

CATEGORY	FY 2024 ACTUAL	FY 2025 ESTIMATED	FY 2026 BUDGET	CHANGE AMOUNT	CHANGE %
Personnel Services	$ 23,190,478	$ 23,195,853	$ 24,755,912	$ 1,560,059	6.7%
Operational Supplies	$ 6,532,762	$ 6,931,741	$ 7,231,790	$ 300,049	4.3%
Other Purchases/Services	$ 1,446,618	$ 2,350,141	$ 2,027,933	$ (322,208)	-13.7%
Capital Outlay	$ 4,070,564	$ 6,953,639	$ 2,342,222	$ (4,611,417)	-66.3%
Transfers Out	$ 7,084,986	$ 7,104,779	$ 7,010,381	$ (94,398)	-1.3%
Total GF Expenditures	$ 42,325,408	$ 46,536,153	$ 43,368,238	$ (3,167,915)	-6.8%

Personnel Services: Over 57% of general fund expenditures are for personnel services (when including fund transfers as expenditures). If you don't count fund transfers among expenditures, personnel costs account for over 68% of our general fund expenditures. Personnel services rose nearly 6.8% over 2024 actuals and 6.7% over 2025 estimates. One key goal of the City over the last several years has been wage improvements to help ensure the delivery of quality services to the community. These wage improvements, combined with additional personnel to carry out the Action Plans developed to meet the City Council goals, accounts for the increase in personnel expenditures since 2024.

Operational Supplies, Other Purchases & Services, Capital Outlay, Transfers Out: The organization continues to reorient its focus and efforts towards achieving goals set by the Council. The fiscal year 2026 "operational supplies" category budget is increasing 4.3% over

fiscal year 2025 estimated actuals, which is just over $300,000. However, the fiscal year 2026 "other purchases and services" category budget is decreasing by just over $300,000, which is 13.7% from fiscal year 2025 estimated actuals.

A key element of the fiscal year 2026 budget is the reduction in capital outlay from fiscal year 2025. The anticipated 2025 capital outlay is just over $6.9 million, while the 2026 capital budget is over $2.3 million for a reduction of over $4.6 million from last year. Capital outlay in 2025 includes the purchase of two new fire engines at a cost of over $2.5 million, additional police vehicles in the amount of over $1.3 million to implement a take-home car program, and nearly $650,000 for the upgrade of the elevators in City Hall. The combination of these purchases, along with the normal annual capital replacement program, resulted in one of the largest general fund capital budgets in recent history. Although the fiscal year 2026 capital budget includes various upgrades and improvements in technology, the continuation of the fire hose upgrade project, the replacement of three emergency sirens, and the replacement of various motor vehicles, this category is still decreasing from fiscal year 2025 by over 66%.

Lastly, the General Fund subsidizes certain other operations, such as Parks & Recreation, Health Department and the Golf Course through a category called "transfers out". The fiscal year 2026 "transfers out" category budget is decreasing by 1.3% from fiscal year 2025 estimated actuals.

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6. Key Initiatives

During the City Council retreat held in December 2024, the City Council provided additional clarity to guide the organization and better align efforts that address the community's needs. Included in the fiscal year 2026 budget are key initiatives aimed both at addressing the City Council's goals and strategic focus.



Key initiatives are organizational and departmental plans that will be pursued utilizing the budgeted resources. These initiatives represent the City's new operations and work plan for the upcoming year. City staff continues to bear a significant workload as the ARPA projects brought forward in 2023 begin to shift from planning to delivery. I couldn't be prouder of our extremely dedicated staff working to advance ARPA projects, action plans, and other long-term goals. Within the fiscal year 2026 budget, funding is proposed to allow for the following key initiatives.

- **Improve Economic Development Opportunities** – Annexing property within the City limits allows for future development and growth in the tax base. The proposed budget includes $100,000 in funding for strategic annexation activities.
- **Improve Technology and Communication** – City staff have been working on a multi-year plan to replace the City's website. For the upcoming year, a request for proposals will be issued and a contractor will be hired to begin replacement of the existing site. The new website will feature improved tools to help citizens and businesses work more efficiently with the City.

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- **Improve Public Safety Services** – The City's Police and Fire Departments are facing ever-growing demands and challenges in delivering services. A perfect storm of community growth and difficulty in attracting and retaining public safety personnel threatens the City's ability to meet service demands. It will be critical to identify funding for public safety needs through the renewal of an existing sales tax. Also, funding has been included in the fiscal year 2026 budget to hire an additional Evidence Technician within the Police Department.
- **Removal of Vacant and Dangerous Buildings** – The community strongly voiced the desire for improved neighborhoods and removal of blight during the City Manager's Listening Tour. The City Council has identified this work as a key priority and directed numerous initiatives, over multiple years, to address the problems. The proposed budget includes funding for two additional employees who will be assigned to a vacant and dangerous building program.
- **Improve Technology** – Improving the City's technology infrastructure was a key theme during the retreat. Building on past projects that brought online building permitting, time and attendance systems, and asset management, the fiscal year 2026 budget includes funding for the implementation of the ESRI Advantage Program, which is a tool that will strengthen GIS capacity. Another technology improvement will be possible by implementing Bamboo HR, an HRIS system, which will better serve City staff. Additionally, funding has been included for an Assistant Director of Information Technology. This position provides the capacity needed to continue improvements and a pathway for possible succession planning.
- **Beautification** – The City has prioritized improving the quality of infrastructure projects and enhancing our standards. New intersections, stormwater facilities, streets, trails, and parks have incorporated small, but hopefully, noticeable design elements. Included in the budget are funds for enhancements at Schifferdecker Golf Course and for three new positions within Public Works, ensuring the City maintains its new and existing infrastructure with a higher level of service.
- **Capital Improvements** – The City is in the midst of a historic effort to improve City infrastructure. The community has approved a Parks & Stormwater Plan, a Capital Improvement Plan, and has secured nearly $100 million in American Rescue Plan Act (ARPA) and Bipartisan Infrastructure Law (BIL) grant funding. Combined, these multi-year plans will help fund over $237 million in improvements. Traditionally, City staff had the capacity to manage 3-5 of these projects at any given time, but with these unique circumstances, City staff will meet the challenge to deliver approximately 60 projects, involving more than $135 million funding, over the next two years. It cannot be understated, the ARPA efforts represent a significant workload not dissimilar to the recovery efforts from the May 22, 2011 tornado. The fiscal year 2026 budget includes funding or continues funding for the following projects:
    - Stormwater Improvements - $1,120,000

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- Old Willow Branch Improvements - $4,750,000
- ARPA Stormwater (8 locations) - $6,155,427
- Sunnyvale Stormwater Improvements & I-44 Project - $2,300,000
- Parr Hill Park - $968,460
- Grand Falls Trail - $2,500,000
- Street Projects and Overlay - $3,285,000
- 10th & Main Beautification - $500,000
- Beautification Projects - $1,000,000
- Sidewalk Projects - $5,575,000
- 7th & Illinois Intersection - $500,000
- Davis Boulevard Improvements - $1,500,000
- Zora-Rangeline to MO-249 - $4,500,000
- Pennsylvania Viaduct Removal - $4,500,000
- 6th & Virginia Parking Garage Modifications - $5,500,000
- I & I Rehabilitation - $1,500,000
- Route 66 Sanitary Sewer Relocation - $2,807,000
- Crane Road – Arbor Hills Lift Station Elimination - $3,000,000

The annual budget also includes funds for capital projects that were previously approved by voters and/or the Mayor and Council. Funding for these projects has been "earmarked" or dedicated solely for each project. A few significant projects are highlighted below:

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CAPITAL PROJECTS OVER $100,000			CAPITAL PROJECTS OVER $100,000		
Category	Project Name	Cost	Category	Project Name	Cost
Parks & Stormwater Sales Tax	Catch Basin & Closed System Maintenance	$ 235,000	Capital Improvement Sales Tax	20th Street - Schifferdecker to Country Club	$ 200,000
Parks & Stormwater Sales Tax	Ditch & Detention Pond Maintenance	285,000	Capital Improvement Sales Tax	Traffic Signal Upgrades & Interface System	285,000
Parks & Stormwater Sales Tax	Minor System Improvements	600,000	Capital Improvement Sales Tax	Neighborhood Transportation Improvement	300,000
Parks & Stormwater Sales Tax	Old Willow Branch Improvements - Phase 1	750,000	Capital Improvement Sales Tax	Building Improvements	400,000
Parks & Stormwater Sales Tax	Sunnyvale Improvements & I-44 Project - Phase 1	2,300,000	Capital Improvement Sales Tax	7th & Illinois Intersection	500,000
Parks & Stormwater Sales Tax	ARPA Stormwater Projects	6,155,427	Capital Improvement Sales Tax	ADA City Sidewalks	625,000
Parks & Stormwater Sales Tax	Trail Signage & Amenities	245,350	Capital Improvement Sales Tax	Street Surface Repair	835,000
Parks & Stormwater Sales Tax	Softball Complex Turf	500,000	Capital Improvement Sales Tax	Davis Blvd Improvements (Design)	1,500,000
Parks & Stormwater Sales Tax	Wendell Redden and JBS Turf	500,000	Capital Improvement Sales Tax	7th Street Sidewalks	2,000,000
Parks & Stormwater Sales Tax	Parr Hill Park Improvements	968,460	Capital Improvement Sales Tax	Willow Branch Improvements	4,000,000
Parks & Stormwater Sales Tax	Grand Falls Trail	2,500,000	Capital Improvement Sales Tax	Zora - Rangeline to MO-249 Improvements	4,500,000
Transportation Sales Tax	Street Maintenance	150,000	Capital Improvement Sales Tax	Pennsylvania Viaduct Removal	4,500,000
Transportation Sales Tax	Neighborhood Transportation Improvement	500,000	Capital Improvement Sales Tax	6th Street & Virginia Parking Garage	5,500,000
Transportation Sales Tax	Street Projects	1,500,000	Sanitary Sewer	Tin Cup Force Main - Phase 2 (Construction)	300,000
TST - Prop Action	Beautification Projects	500,000	Sanitary Sewer	Swede Lane Lift Station Improvements	300,000
TST - Prop Action	10th & Main Beautification	500,000	Sanitary Sewer	Apple Road LS Elimination & E 20th Ext (Design)	720,000
CIST - Prop Action	Beautification Projects	500,000	Sanitary Sewer	I & I Rehabilitation	1,500,000
Capital Improvement Sales Tax	New City Sidewalks	125,000	Sanitary Sewer	Route 66 Sanitary Sewer Relocation	2,807,000
Capital Improvement Sales Tax	Bridge Maintenance	125,000	Sanitary Sewer	Crane Road Lift Station Elimination	3,000,000

Equipment and technology are important assets for a service organization. These tools allow our dedicated workforce to be more efficient and productive in their work, which creates a multiplier effect. Similar to funding for maintenance, it is important for the organization to plan for the replacement of equipment at the end of its useful life. Without planning, the City would be vulnerable because it would lack the necessary funding to replace its needed equipment. Furthermore, delayed replacement can create additional maintenance needs and consume organizational capacity. The fiscal year 2026 budget includes funding for the following capital equipment purchases. However, not all equipment requests can be funded at this time without using monies from the reserve balance. Using reserve monies is a risk that could threaten the City's finances and operations during emergencies. Additional resources are necessary to fully equip City employees for service delivery.

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CAPITAL EQUIPMENT PURCHASES OVER $10,000		
Department	**Capital Asset**	**Cost**
General Fund		
Communications - Proposition Action	Sports Utility Vehicle	$ 40,000
Communications - Proposition Action	Website Redesign	200,000
Information Technology - Administration	Replacement Server (2)	20,000
Information Technology - Administration	ESRI Advantage Program	78,000
Public Works - City Facility Maintenance	Upgrade Courtroom Doors	15,000
Public Works - City Facility Maintenance	Replacement of Window Blinds in Court & Police Records	15,000
Public Works - City Facility Maintenance	Upgrade Upstair's Men's Restroom	25,000
Public Works - City Hall Maintenance	1/2-Ton 4x4 Regular Cab Pickup Truck	45,000
Public Works - City Hall Maintenance	West Elevation Waterproofing & Crack Sealing	50,000
Public Works - Engineering	Replacement Computer (10)	13,500
Public Works - Engineering	Replacement Compact Pickup Truck	41,000
Police - Uniform Services	Replacement Computer (8)	10,800
Police - Uniform Services	Replacement Sniper Rifle (2) - Phase 1 of 2	15,000
Police - Uniform Services	Replacement Body Camera (11)	20,482
Police - Uniform Services	Replacement Patrol Rifles (14) - Phase 2 of 3	30,380
Police - Uniform Services	Replacement SWAT Helmet (25)	33,750
Police - Uniform Services	Replacement SWAT Vest (25)	46,600
Police - Uniform Services	Replacement Taser (61 Users) - Phase 3 of 5	55,510
Police - Uniform Services	Replacement Squad Vehicle (5)	280,000
Police - Uniform Services	Replacement Squad Vehicle Equipment (5)	132,050
Police - Jail Services	Body Scanner	181,500
Police - Special Services	Replacement Ruggedized Tablet (2)	10,600
Police - Federal Grants	Cyber Crimes Grant Equipment	20,000
Fire - Operations	Replacement Hose Testing Kit	13,500
Fire - Operations	Replacement SBCA Cylinders (10)	14,000
Fire - Operations	Firetruck Equipment Replacement	25,850
Fire - Operations	Remodel - Station 5 - Phase 1 of 3	50,000
Fire - Operations	PPE Replacement (15)	54,000
Fire - Operations	Replacement Frontline Attack Hose - Phase 3 of 3	215,000
Fire - Prevention & Training	Trench Rescue Trailer - Special Ops Team	50,000
Parks & Recreation - Cemetery	Jersey Blocks	13,700
Parks & Recreation - Cemetery	Replacement Zero Turn Mower	23,250
Parks & Recreation - Cemetery	Solar Lights for Flag Pole - Osborne North	30,000
Parks & Recreation - Cemetery	Solar Lights for Flag Pole - Osborne South	30,000
Parks & Recreation - Cemetery	Replacement 1-Ton Quad Cab Dump Truck	96,800
Emergency Management - Operations	Replacement Siren (3)	120,000
Neighborhood Improvement - Prop Action	Ruggedized Tablet (2) - New Positions	10,800
Neighborhood Improvement - Prop Action	Compact Pickup Truck (2) - New Positions	82,000

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CAPITAL EQUIPMENT PURCHASES OVER $10,000		
Department	**Capital Asset**	**Cost**
Public Safety Sales Tax Fund		
Police - Proposition Action	Automatic License Plate Reader Camera (10) - Phase 3 of 3	$ 36,300
Police - Proposition Action	Investigative Forensic Examiner Equipment - Phase 3 of 3	26,110
Police - Public Safety Sales Tax	Replacement Taser (29 Users) - Phase 3 of 5	26,390
Police - Public Safety Sales Tax	Replacement Body Camera (29)	53,998
Police - Public Safety Sales Tax	Replacement Ruggedized Laptop (79)	418,700
Fire - Public Safety Sales Tax	Replacement Combination Rescue Tool	13,000
Public Safety Training Center	Replacement Utility Vehicle	25,000
Convention & Tourism Fund		
Special Projects	Trail Interpretive Signage	$ 25,025
Health & Welfare Fund		
Administration	Replacement Flooring	$ 32,500
Animal Control	Replacement Ruggedized Tablet (3)	$ 15,900
Parks & Recreation Fund		
Museum Operations	Remodel Circus Exhibit into Audio Visual Theater Room	$ 35,000
Museum Operations	Museum Exterior Paint Soffits & Column - South Wall - Phase 2 of 4	36,000
Museum Operations	Replacement Roof - Phase 5 of 5	136,000
Athletic Complex	Skate Sharpener - Ewert Splash Park & Ice Rink	10,200
Athletic Complex	Replacement Trailer	12,000
Athletic Complex	Batting Cages - Softball Complex (2)	12,000
Athletic Complex	Skates - Ewert Splash Park & Ice Rink	14,650
Athletic Complex	Bullpen Area - Softball Complex (8)	24,000
Athletic Complex	Utility Task Vehicle - Dover Outdoor Recreation Area	25,000
Athletic Complex	Ice Resurfacer - Ewert Splash Park & Ice Rink	48,000
Athletic Complex	1/2-Ton 4x4 Crew Cab Pickup Truck	50,000
Athletic Complex	Excavator - Dover Outdoor Recreation Area	92,000
Stadium Maintenance	Replacement of Portable Fencing at Softball Complex	25,000
Parks & Public Grounds	Replacement 20' Trailer	13,600
Parks & Public Grounds	Replacement Zero Turn Mower	24,000
Parks & Public Grounds	Replacement Large Walking Trail Bridge - Ron Richards Memorial Park	31,200
Parks & Public Grounds	Replacement 2.5-Ton Dump Truck	131,500
Parks & Public Grounds	Replacement Bucket Truck	155,000
Solid Waste Management Fund		
Special Programs	Replacement Leaf Vacuum Machine	89,000
Parks and Stormwater Sales Tax Fund		
Parks - Proposition Action	Body Camera (3) - Park Ranger	$ 11,250
Parks - Proposition Action	Beautification Projects	32,000
Parks Projects	Overlay/Resurface Sports Courts - Athletic Complex	80,000

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CAPITAL EQUIPMENT PURCHASES OVER $10,000		
Department	**Capital Asset**	**Cost**
Transportation Sales Tax Fund		
Street Maintenance	Replacement Arrow Board (2)	$ 11,000
Street Maintenance	Replacement Pressure Washer	12,000
Street Maintenance	Replacement Enclosed Trailer	33,000
Street Maintenance	Replacement 3/4-Ton 4x4 Regular Cab Pickup Truck	49,000
Street Maintenance	10 Wheeler Dump Truck with Anti-Ice Tank	240,000
Street Maintenance	Replacement 8-Ton Dump Truck (2)	460,000
Prop Action	Mobile Pressure Washer - New Position	12,000
Prop Action	3/4-Ton 4x4 Regular Cab Pickup Truck - New Position	49,000
Traffic Control	Tow Behind Crash Attenuator	37,000
Traffic Signal Maintenance	Replacement Traffic Signal Conflict Monitor (10)	14,000
Traffic Signal Maintenance	Replacement Wireless Units (10)	16,000
Traffic Signal Maintenance	Replacement Traffic Signal Controller (17)	70,006
Paratransit System	Replacement Shelter Frame (24)	28,800
Paratransit System	Replacement Shelter Plexiglass with Metal (2)	132,000
Paratransit System	Replacement Small Trolley	150,000
Paratransit System	Replacement MAPS Bus (2)	300,000
Community Planning Fund		
Planning & Zoning	Central Square PZ Module Training	$ 30,000
Infrastructure Fund		
Infrastructure Projects	Tree City USA	$ 25,000
Infrastructure Projects	CDBG Entitlement Sidewalk Project	450,000
Infrastructure Projects	CDBG-DR Sidewalk Project	3,000,000
Regional Airport Fund		
Airport	Replacement 12' Trailer	$ 12,000
Airport	Replacement Bench (4)	12,000
Airport	CCTV Software Upgrade	13,000
Airport	Replacement Zero Turn Mower	24,000
Airport	Access Control & Software Upgrade/Integration	56,700
Airport	Repair Exterior Brick - Terminal Building	70,000
Golf Course Fund		
Administration	Cart Barn Renovation & Expansion - Phase 1	$ 25,000
Administration	Replacement Sander	25,000
Administration	Clubhouse Renovation	35,000
Grounds Maintenance	Simulator Upgrade	35,000
Grounds Maintenance	Fence - Maintenance Facility	40,000
Grounds Maintenance	Replacement 1.5 Ton Regular Cab Dump Truck	90,000
Grounds Maintenance	Replacement Rough Mower	115,000

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CAPITAL EQUIPMENT PURCHASES OVER $10,000		
Department	**Capital Asset**	**Cost**
Sanitary Sewer Fund		
Sewer Treatment	Replacement Influent Stationary Refrigerator Sampler	$ 12,000
Sewer Treatment	Replacement 6" Trash Pump	25,000
Sewer Treatment	Car wash Sprayer Bay Conversion - Turkey Creek	25,000
Sewer Treatment	Replacement Stick/Tig Welder	30,000
Sewer Treatment	Replacement Lab Tile	35,000
Sewer Treatment	Replacement 1/2-Ton Regular Cab 4x4 Pickup Truck	45,000
Sewer Treatment	1/2-Ton Regular Cab 4x4 Pickup Truck - New Position	45,000
Sewer Treatment	Replacement Digester Line Splitter Box Gate - Turkey Creek	55,000
Sewer Treatment	Replacement Sludge Pump - Turkey Creek	85,000
Sewer Treatment	Replacement 1-Ton Regular Cab 4x4 Pickup Truck	85,000
Sewer Treatment	Skid Steer	90,000
Sewer Treatment	Replacement Walk-Through Doors (12) - Turkey Creek & Shoal Creek	120,000
Sewer Treatment	Clean & Paint North Digester Roofs - Turkey Creek	275,000
Sewer Treatment	Replacement Master Control Center - Shoal Creek	275,000
Sewer Treatment	Hydrated Lime Silo Rehabilitation - Turkey Creek	300,000
Sewer Treatment	Hydrated Lime Silo Rehabilitation - Shoal Creek	300,000
Sewer Treatment	Replacement Lift Station Automatic Transfer Switch Unit (16)	320,000
Sewer Treatment	Replacement 4500 Gallon Sludge Hauler	350,000
Sewer Treatment	Replacement Master Control Center - Turkey Creek	385,000
Sewer Treatment	Rehabilitation of UV System - Turkey Creek	515,000
Sewer Treatment	Replacement Trickling Filter Tower Rotary Arm Rehabilitation - Turkey Creek	1,100,000
Sewer Treatment	Final Clarifier - Shoal Creek	4,300,000
Sewer Maintenance	1/2-Ton 4x4 Regular Pickup Truck - New Position	45,000
Sewer Maintenance	Residential Sewer Extension	50,000
Sewer Maintenance	Easement Machine & Trailer	100,000
Central Garage Fund		
Garage	Replacement 1/2-Ton Crew Cab 4x4 Pickup Truck	$ 50,000
Emergency Communications Fund		
Dispatch Services	Replacement Event Recorder	$ 71,505
Radio Services	Fire Desk System for EOC (5)	11,670

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7. Workforce

Workforce, or employee counts, is described as a ratio of full-time equivalents (FTE) where one full-time employee is estimated to work 2,080 hours annually or 2,912 hours for certain fire department personnel. In the fiscal year 2026 budget, funding is allocated for a total of 646.53 FTE.

FY 2026 POSITIONS BY FUND SUMMARY

FUND TYPE	FY 2024 ACTUAL	FY 2025 ACTUAL	FY 2026 BUDGET	ACTUAL CHANGE
General Fund	265.40	276.78	280.78	4.00
Special Revenue Funds	243.00	257.70	260.70	3.00
Enterprise Funds	77.25	76.25	78.25	2.00
Internal Service Funds	26.80	26.80	26.80	-
Total Positions by Fund	612.45	637.53	646.53	9.00

FTE Changes:
General Fund: Add an Assistant IT Director; an Evidence Technician; and (2) Neighborhood Improvement Officers
Special Revenue Funds: Add an Equipment Operator and (2) Laborer II's to TST
Enterprise Funds: Add a Utility Locator and a Wastewater Biosolids Supervisor

The City has experienced a remarkable turnaround in attracting new employees, retaining existing employees, and adding staff capacity. The credit is due to the Council's support of employees through the approval of collective bargaining agreements, the implementation of the internal equity study, and the approval of the Use Tax. As of August 1, 2022, the City had over 75 open, but funded full-time positions and as of August 1, 2024, that number was approximately 40 open full-time positions. Currently, the City has approximately 45 openings, however, the City is experiencing fewer applicants and a more competitive labor market. Recent wage improvements have helped the City fill positions, but more work is necessary to fund additional staffing and further wage increases.

Included in the budget are funds to provide "step increases" for all eligible City employees. The step increases cost approximately $442,000. Compensation, although improved, remains an area for ongoing improvement. Therefore, an additional 2% cost-of-living (COLA) increase is proposed in the budget effective November 1, costing approximately $652,000. While helpful, the COLA will not be enough to keep pace with wage changes from competitors. The next opportunity to significantly address compensation and staffing challenges will come from the

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renewal of a half-cent general sales tax which is currently earmarked for Police and Fire pensions. Once the pensions are fully funded, the tax will sunset, providing the opportunity to renew the tax without any tax increase, to benefit public safety departments directly, and indirectly free up other general fund revenues to meet new State minimum wage thresholds.

8. Summary

This continues to be an exciting chapter in Joplin's story. It is easy to see improvements across the community. Citizens need not look very far to find something new, something being repaired, something being built, or to experience a new service. I am tremendously proud of City staff for their efforts to deliver on the City Council's goals, follow through on the promises made to voters, and their efforts to improve City services. It is an honor to work alongside a team of people who embody the grit and determination that make our community truly special. Without a doubt, there are challenges, uncertain conditions, and troubling trends on the horizon; but this team of dedicated public servants has shown they can meet any moment and will step up for the citizens of this community we love.

Respectfully,



Nicholas Edwards
City Manager | City of Joplin

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



FY 2026
PROPOSED BUDGET

KEY ACCOMPLISHMENTS IN FY 2025

- Update of Existing Compensation Study (to be presented during Budget Work Sessions)
- Online Building Permit Options
- Update & Improve the Communication of Financial Information through a Popular Annual Financial Report (PAFR)
- Coordinate & Finalize the final step of the Transition of the Vested Tier II Police & Fire Employees
- Implementation of Police Department Co-Responder Unit of Social Workers
- Implementation of Special Tax Bill Collection Program
- Improve & Update Fire Special Operations Programs: Swift Water, Confined Space and Haz-Mat
- Upgrade City Hall CCTV/Security Camera Server
- Update Cemetery Information Stations, Bridge & Picnic Tables
- Implementation of Downtown Police Bicycle Patrols
- Develop and Adopt MOU's with neighboring Health Departments to provide mutual aid assistance
- Conduct an Independent Department Review of Public Works

CITY OF JOPLIN
ESTIMATE OF NEEDS
PROJECTED FUND BALANCES
FISCAL YEAR 2025-2026

	Audited Fund Balance at 10-31-24	Projected 2024-2025 Activity				Projected Fund Balance at 10-31-25	Projected 2025-2026 Activity				Projected Fund Balance at 10-31-26
		Sources	Operating Expenses	Capital Assets *	Total Expenses		Sources	Operating Expenses	Capital Assets *	Total Expenses	
General Fund	**30,268,786**	42,970,602	39,582,514	6,953,639	46,536,153	**26,703,235**	43,384,432	41,026,016	2,342,222	43,368,238	**26,719,429**
1/2-Cent Pension Sales Tax	**4,943,236**	10,143,968	13,487,875	-	13,487,875	**1,599,329**	10,177,538	10,177,538	-	10,177,538	**1,599,329**
Public Safety Sales Tax	**7,309,984**	10,145,968	10,200,063	1,153,160	11,353,223	**6,102,729**	10,179,538	9,624,968	627,198	10,252,166	**6,030,101**
Convention & Tourism	**2,125,289**	1,721,880	2,684,520	37,517	2,722,037	**1,125,132**	1,751,948	1,687,370	35,025	1,722,395	**1,154,685**
Health & Welfare	**1,969,256**	3,044,521	3,019,151	149,912	3,169,063	**1,844,714**	3,306,112	3,250,502	48,400	3,298,902	**1,851,924**
Parks & Recreation	**103,661**	5,527,871	4,588,370	912,506	5,500,876	**130,656**	5,442,900	4,580,026	926,240	5,506,266	**67,290**
Solid Waste Management	**1,913,536**	3,512,894	3,641,399	-	3,641,399	**1,785,031**	3,561,800	3,511,385	94,850	3,606,235	**1,740,596**
Parks/Stormwater Sales Tax	**10,104,457**	18,705,810	2,054,083	18,165,648	20,219,731	**8,590,536**	9,945,755	2,224,117	15,167,487	17,391,604	**1,144,687**
Transportation Sales Tax	**19,871,662**	15,898,148	12,646,467	6,578,095	19,224,562	**16,545,248**	16,311,300	13,653,396	4,821,906	18,475,302	**14,381,246**
Capital Improvement Sales Tax	**24,928,803**	13,907,975	797,393	17,900,443	18,697,836	**20,138,942**	10,133,153	915,162	25,895,000	26,810,162	**3,461,933**
Community Planning	**217,353**	2,744,123	2,742,824	1,299	2,744,123	**217,353**	3,874,725	3,834,675	40,050	3,874,725	**217,353**
Economic Development	**3,816,577**	-	-	-	-	**3,816,577**	-	-	-	-	**3,816,577**
American Rescue Plan Act	**(2,034,821)**	17,349,112	4,098,699	11,215,592	15,314,291	**-**	1,379,909	1,379,909	-	1,379,909	**-**
Infrastructure Improvements	**4,404,493**	6,384,567	911,096	7,934,347	8,845,443	**1,943,617**	4,460,000	1,000,000	3,475,000	4,475,000	**1,928,617**
Revolving Public Improvements	**392,204**	75,000	60,000	-	60,000	**407,204**	60,000	65,000	-	65,000	**402,204**
Regional Airport	**54,099,112**	13,992,210	(10,123,803)	15,674,872	5,551,069	**62,540,253**	2,259,200	5,380,119	209,150	5,589,269	**59,210,184**
Municipal Golf Course	**1,130,589**	1,326,400	1,136,524	164,473	1,300,997	**1,155,992**	1,453,700	1,002,935	365,000	1,367,935	**1,241,757**
Sanitary Sewer	**115,453,191**	25,421,079	(11,631,896)	30,080,006	18,448,110	**122,426,160**	23,085,000	1,389,392	17,652,100	19,041,492	**126,469,668**
Central Garage	**969,310**	1,991,974	1,900,564	56,733	1,957,297	**1,003,987**	2,005,050	1,960,140	50,000	2,010,140	**998,897**
Health Self-Insurance	**3,079,900**	8,125,353	7,438,838	681	7,439,519	**3,765,734**	8,565,524	7,399,550	-	7,399,550	**4,931,708**
Workers Compensation Self-Ins	**2,938,608**	2,566,699	896,496	-	896,496	**4,608,811**	1,493,472	904,662	-	904,662	**5,197,621**
Liability & Property Insurance	**1,159,299**	2,819,668	2,032,311	-	2,032,311	**1,946,656**	2,537,185	2,160,911	-	2,160,911	**2,322,930**
Emergency Communications	**2,836,570**	2,272,445	2,087,916	197,445	2,285,361	**2,823,654**	2,201,139	2,421,891	101,209	2,523,100	**2,501,693**
Joplin TIF Commission	**3,090,119**	1,737,000	2,154,000	-	2,154,000	**2,673,119**	1,667,500	1,120,000	-	1,120,000	**3,220,619**
Joplin Redevelopment Corporation	**7,678,902**	-	182,011	-	182,011	**7,496,891**	-	182,011	-	182,011	**7,314,880**

FY 2026 PROPOSED BUDGET
EXPLANATION OF FUNDS

FUND TYPE	FUND DESCRIPTION
Governmental	• General Fund is used to account for all ordinary operations of a governmental unit that are financed from taxes and other general revenues • Main operating fund of the City • Accounts for all financial resources of the general government, except those required to be accounted for in a different fund
Special Revenue	• Used to account for revenues from specific taxes or other earmarked revenue sources that by law are designated to finance particular functions or activities of government
Capital Projects	• Governmental funds established to account for resources used for the acquisition of large capital improvements other than those accounted for in proprietary funds.

FY 2026 PROPOSED BUDGET
EXPLANATION OF FUNDS

FUND TYPE	FUND DESCRIPTION
Proprietary	• Business-type funds that are generally self-supporting either by outside fees or internal charges • Two types of proprietary funds: ➢ Enterprise Funds-Used to account for government-owned services supported primarily by service charges or user fees ➢ Internal Service Funds-Account for the goods and services provided by one department to another within government on a cost-reimbursement basis

FY 2026 PROPOSED BUDGET
EXPLANATION OF FUNDS

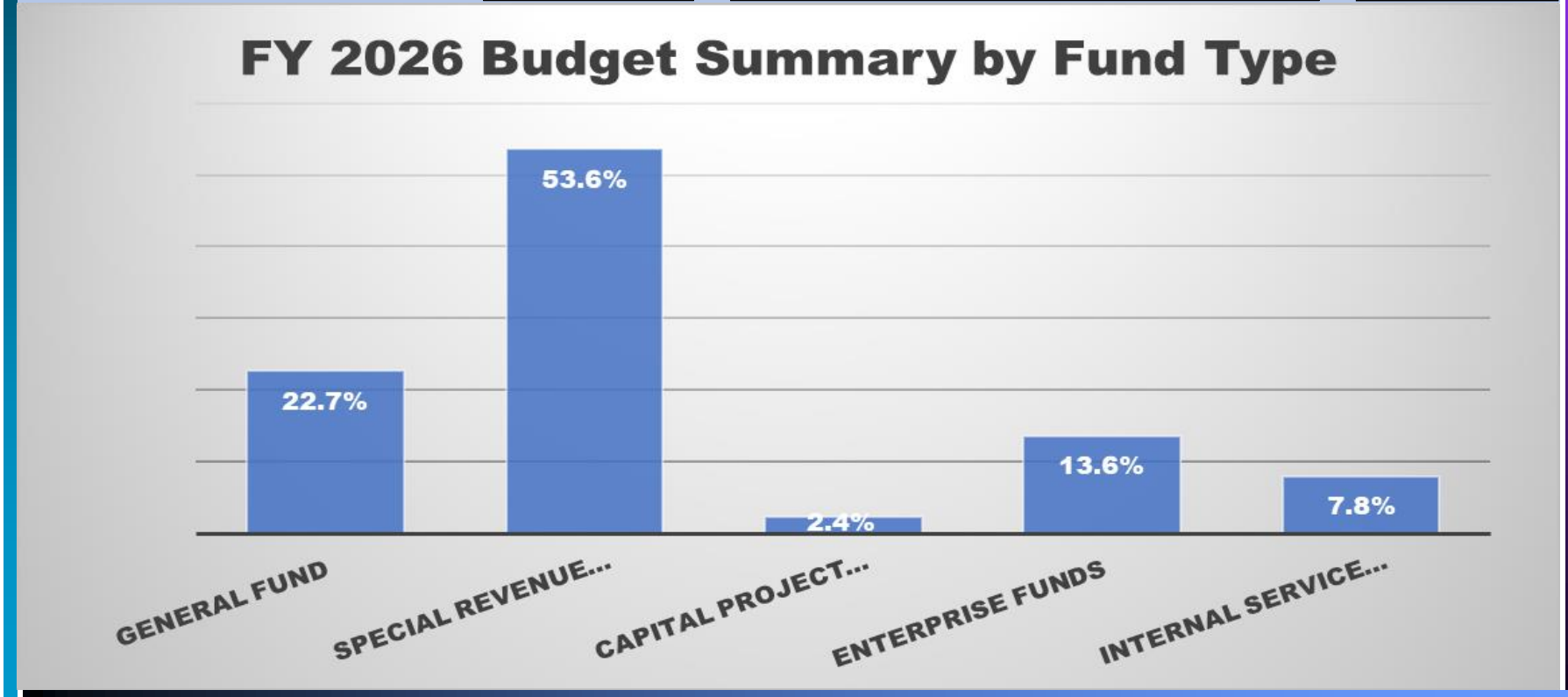
FUND TYPE	FUND DESCRIPTION
Fiduciary	• Funds that account for resources that governments hold in trust for individuals or other governments in a trust capacity
Component Units	• Separate governmental units for which the elected officials of the City are financially accountable

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 78,570,691	$ -	$ 1,667,500	$ 80,238,191
Licenses & Permits	2,250,500	-	-	2,250,500
Fines & Forfeitures	857,100	-	-	857,100
Service Charges & User Fees	3,879,800	27,930,039	-	31,809,839
Charges & Assessments	1,634,584	12,510,231	-	14,144,815
Other Income & Donations	3,312,800	1,198,500	-	4,511,300
Intergovernmental	21,193,116	96,500	-	21,289,616
TOTAL REVENUES	**$111,698,591**	**$ 41,735,270**	**$ 1,667,500**	**$ 155,101,361**
EXPENDITURES				
General Government	$ 9,965,826	$ 14,186,061	$ 1,302,011	$ 25,453,898
Public Safety	37,931,444	2,395,635	-	40,327,079
Public Works	4,324,443	5,367,492	-	9,691,935
Highways & Streets	51,804,868	-	-	51,804,868
Environmental	3,478,176	15,317,392	-	18,795,568
Health Services	3,217,729	-	-	3,217,729
Culture & Recreation	13,266,192	1,315,816	-	14,582,008
Social Services	6,978,410	-	-	6,978,410
Debt Service	-	208,465	-	208,465
Infrastructure/Economic Development	4,475,000	-	-	4,475,000
TOTAL EXPENDITURES	**$135,442,088**	**$ 38,790,861**	**$ 1,302,011**	**$ 175,534,960**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (23,743,497)**	**$ 2,944,409**	**$ 365,489**	**$ (20,433,599)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 12,270,519	$ 1,865,000	$ -	14,135,519
Transfers Out	(14,961,354)	(2,206,198)	-	(17,167,552)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,690,835)**	**$ (341,198)**	**$ -**	**$ (3,032,033)**
NET CHANGE IN FUND BALANCE	**$ (26,434,332)**	**$ 2,603,211**	**$ 365,489**	**$ (23,465,632)**
FUND BALANCE, BEGINNING OF YEAR	**$ 90,950,303**	**$ 200,271,247**	**$ 10,170,010**	**$ 301,391,560**
FUND BALANCE, END OF YEAR	**$ 64,515,971**	**$ 202,874,458**	**$ 10,535,499**	**$ 277,925,928**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 158,227,304	$ -	$ 158,227,304
Reserved for Equipment Replacement	-	3,703,761	-	3,703,761
Other Reserves/Designations	19,350,789	-	-	19,350,789
Unrestricted Fund Balance/Net Assets	45,165,182	40,943,393	10,535,499	96,644,074
TOTAL FUND BALANCE SUMMARY	**$ 64,515,971**	**$ 202,874,458**	**$ 10,535,499**	**$ 277,925,928**

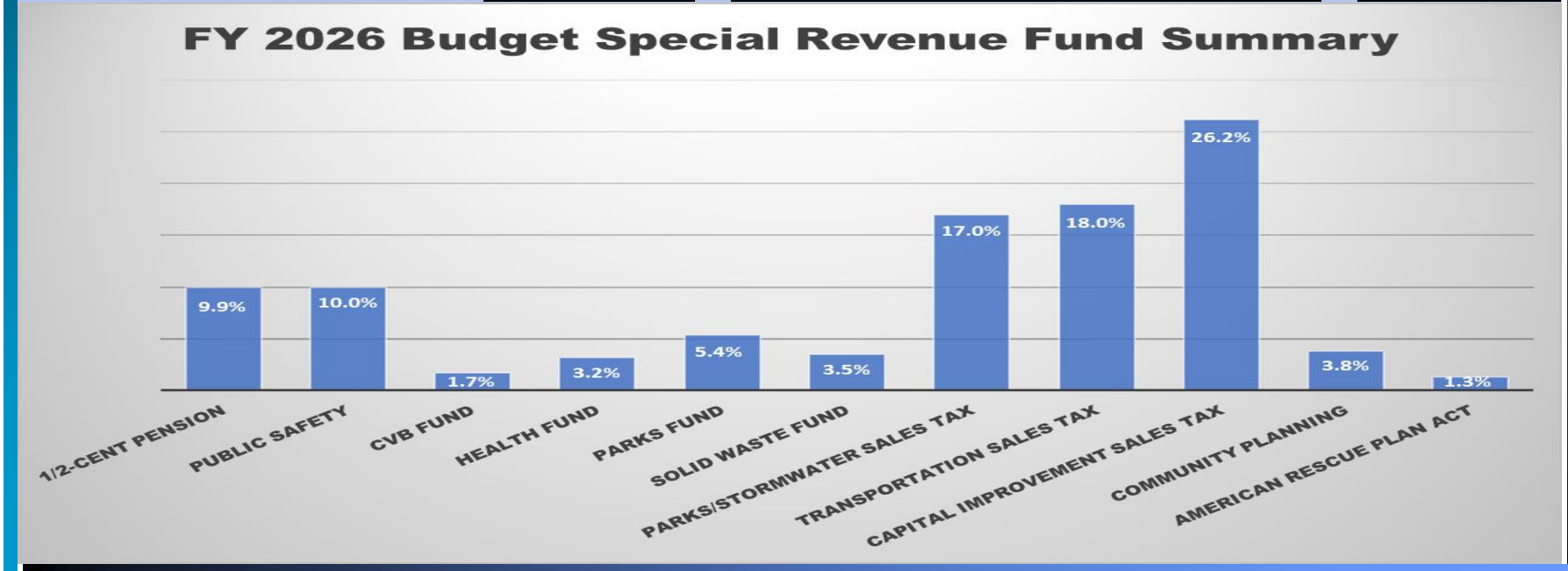
FY 2026 OVERALL BUDGET SUMMARY

Fund Type	FY 2026 Total Revenue	FY 2026 Operational Expenditures	FY 2026 Capital Expenditures	FY 2026 Transfers Out	FY 2026 Total Expenditures
General Fund	$ 43,384,432	$ 34,015,635	$ 2,342,222	$ 7,010,381	$ 43,368,238
Special Revenue Funds	$ 76,064,678	$ 46,888,075	$ 47,656,156	$ 7,950,973	$ 102,495,204
Capital Project Funds	$ 4,520,000	$ 1,065,000	$ 3,475,000	$ -	$ 4,540,000
Enterprise Funds	$ 26,797,900	$ 23,980,217	$ -	$ 2,018,479	$ 25,998,696
Internal Service Funds	$ 16,802,370	$ 14,810,644	$ -	$ 187,719	$ 14,998,363
Total Funds	$ 167,569,380	$ 120,759,571	$ 53,473,378	$ 17,167,552	$ 191,400,501



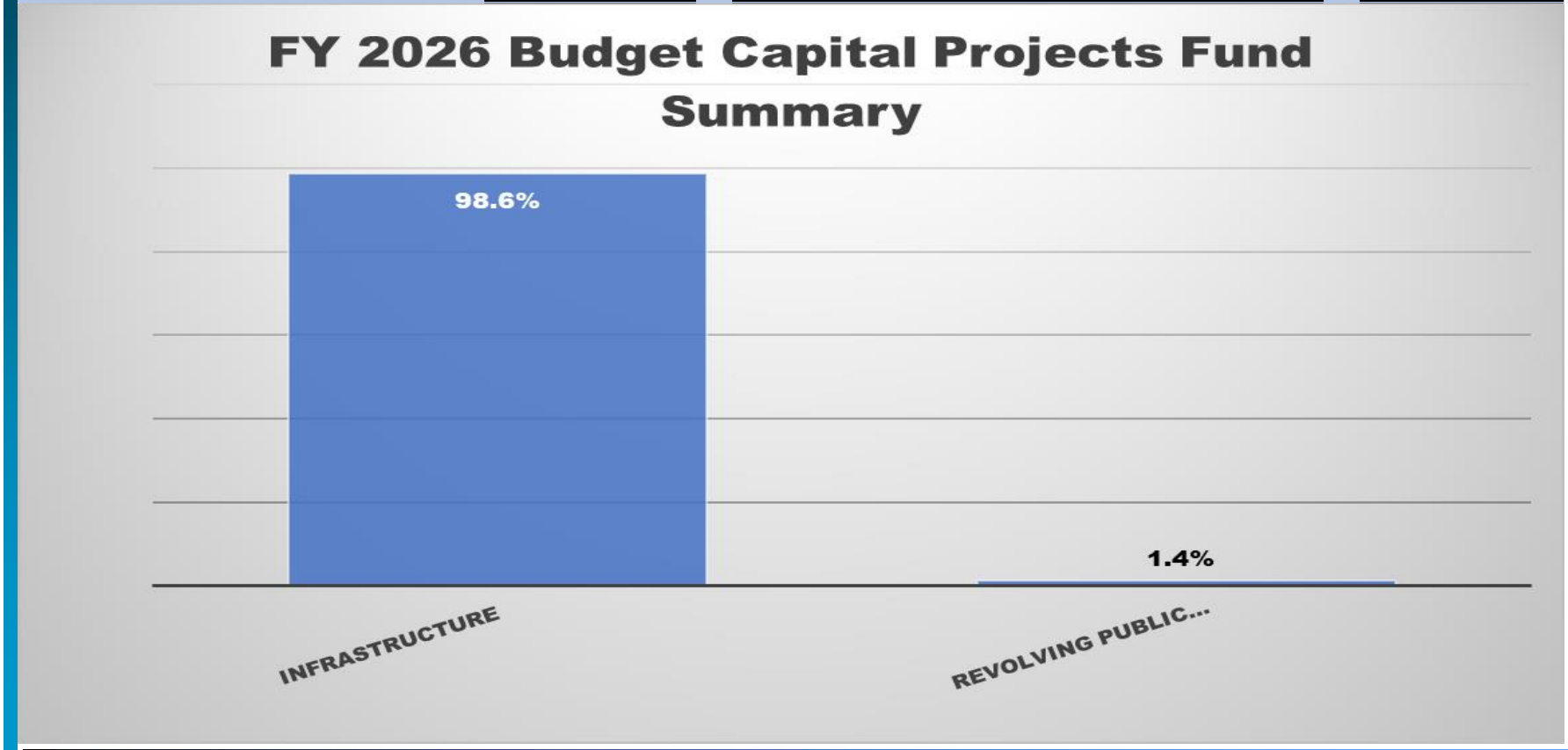
FY 2026 BUDGET SPECIAL REVENUE FUND SUMMARY

FUND	FY 2026 Total Revenue	FY 2026 Operational Expenditures	FY 2026 Capital Expenditures	FY 2026 Transfers Out	FY 2026 Total Expenditures
1/2-Cent Pension	$ 10,177,538	$ 10,027,538	$ -	$ 150,000	$ 10,177,538
Public Safety	$ 10,179,538	$ 7,533,299	$ 627,198	$ 2,091,669	$ 10,252,166
CVB Fund	$ 1,751,948	$ 1,609,774	$ 35,025	$ 77,596	$ 1,722,395
Health Fund	$ 3,306,112	$ 3,169,329	$ 48,400	$ 81,173	$ 3,298,902
Parks Fund	$ 5,442,900	$ 4,422,284	$ 926,240	$ 157,742	$ 5,506,266
Solid Waste Fund	$ 3,561,800	$ 3,445,184	$ 94,850	$ 66,201	$ 3,606,235
Parks/Stormwater Sales Tax	$ 9,945,755	$ 1,476,422	$ 15,167,487	$ 747,695	$ 17,391,604
Transportation Sales Tax	$ 16,311,300	$ 9,696,007	$ 4,821,906	$ 3,957,389	$ 18,475,302
Capital Improvement Sales Tax	$ 10,133,153	$ 309,607	$ 25,895,000	$ 605,555	$ 26,810,162
Community Planning	$ 3,874,725	$ 3,818,722	$ 40,050	$ 15,953	$ 3,874,725
American Rescue Plan Act	$ 1,379,909	$ 1,379,909	$ -	$ -	$ 1,379,909
Total Special Revenue Funds	$ 76,064,678	$ 46,888,075	$ 47,656,156	$ 7,950,973	$ 102,495,204



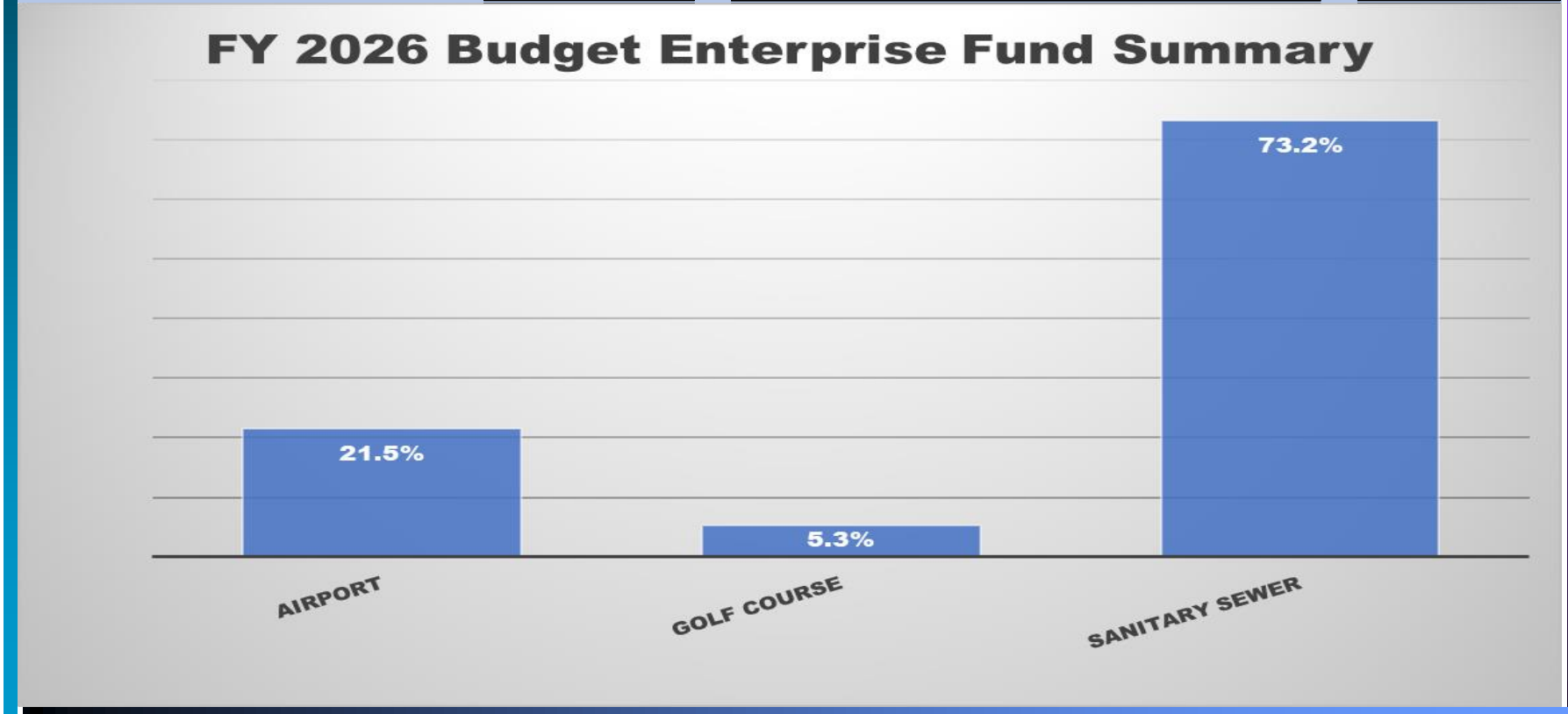
FY 2026 BUDGET CAPITAL PROJECTS FUND SUMMARY

FUND	FY 2026 Total Revenue	FY 2026 Operational Expenditures	FY 2026 Capital Expenditures	FY 2026 Transfers Out	FY 2026 Total Expenditures
Infrastructure	$ 4,460,000	$ 1,000,000	$ 3,475,000	$ -	$ 4,475,000
Revolving Public Improvements	$ 60,000	$ 65,000	$ -	$ -	$ 65,000
Total Capital Projects Funds	$ 4,520,000	$ 1,065,000	$ 3,475,000	$ -	$ 4,540,000



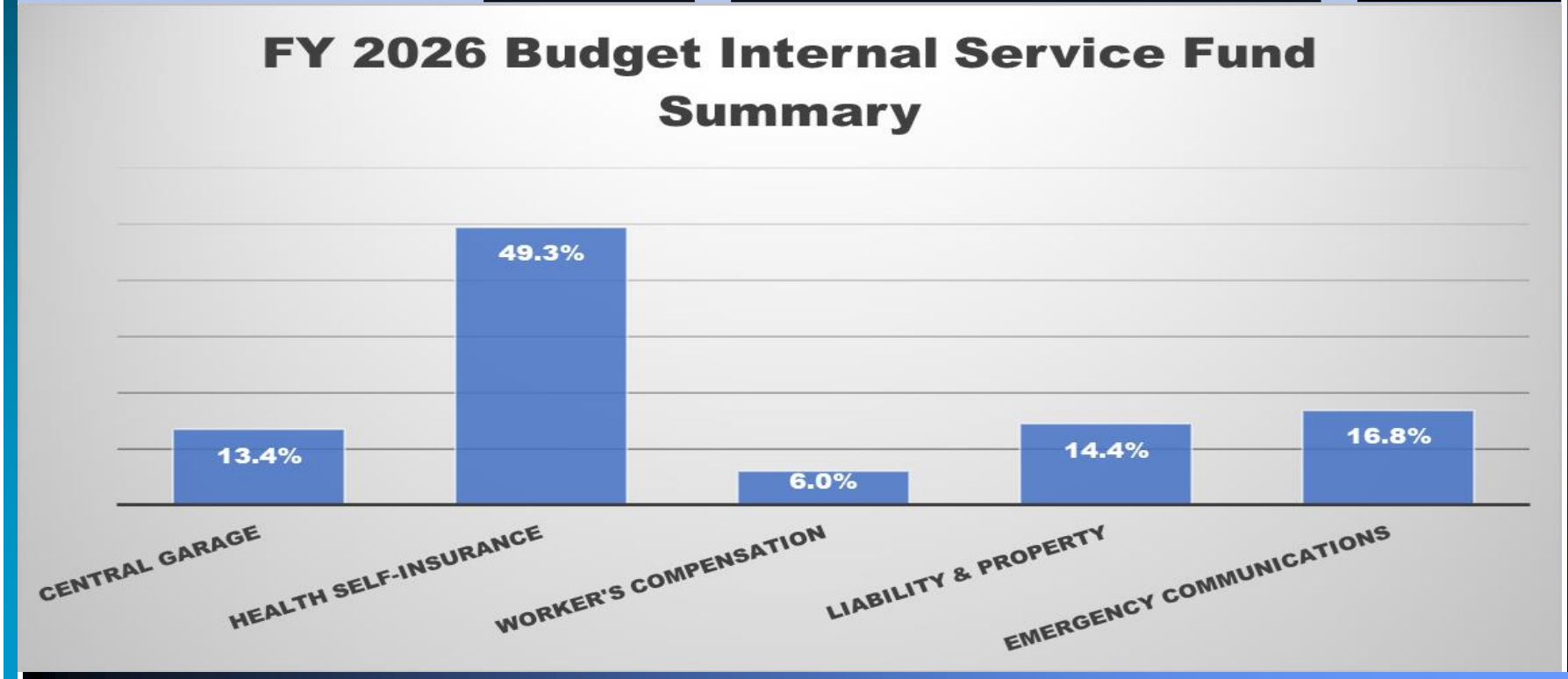
FY 2026 BUDGET ENTERPRISE FUND SUMMARY

FUND	FY 2026 Total Revenue	FY 2026 Operational Expenditures	FY 2026 Capital Expenditures	FY 2026 Transfers Out	FY 2026 Total Expenditures
Airport	$ 2,259,200	$ 5,367,492	$ -	$ 221,777	$ 5,589,269
Golf Course	$ 1,453,700	$ 1,315,816	$ -	$ 52,119	$ 1,367,935
Sanitary Sewer	$ 23,085,000	$ 17,296,909	$ -	$ 1,744,583	$ 19,041,492
Total Enterprises Funds	$ 26,797,900	$ 23,980,217	$ -	$ 2,018,479	$ 25,998,696



FY 2026 BUDGET INTERNAL SERVICE FUND SUMMARY

FUND	FY 2026 Total Revenue	FY 2026 Operational Expenditures	FY 2026 Capital Expenditures	FY 2026 Transfers Out	FY 2026 Total Expenditures
Central Garage	$ 2,005,050	$ 1,949,886	$ -	$ 60,254	$ 2,010,140
Health Self-Insurance	$ 8,565,524	$ 7,399,550	$ -	$ -	$ 7,399,550
Worker's Compensation	$ 1,493,472	$ 904,662	$ -	$ -	$ 904,662
Liability & Property	$ 2,537,185	$ 2,160,911	$ -	$ -	$ 2,160,911
Emergency Communications	$ 2,201,139	$ 2,395,635	$ -	$ 127,465	$ 2,523,100
Total Internal Service Funds	$ 16,802,370	$ 14,810,644	$ -	$ 187,719	$ 14,998,363



FY 2026 PROPOSED BUDGET
BUDGET GOALS

- FY 2026 budget development was built on three key goals:
  - Alignment of Resources to City Council Vision and Goals
  - Implementation of Action Plans as Prioritized
  - Fiscal Year 2026 Key Initiatives

FY 2026 KEY INITIATIVES OTHER FUNDS

- Establish a Concierge Counter within CVB
- Implement the Strategic Promotion and Marketing Plan for tourism venues: Bicycle Park, Trails, Ewert Splash Park, Fairgrounds, Expo, & Prospect Village
- Present the Health Departmental Operational Assessment for discussion on plan prioritization
- Conduct Feasibility Study for Regional Animal Control Facility
- Increase employee engagement in Wellness Works to help improve the overall health of employees
- Construct Improvements at Wildcat Park: River Access, Trail & Road Improvements
- Develop Operations & Maintenance Plan for Ewert Splash Park & Bicycle Park
- Facilitate & Coordinate Delivery of REO Grant
- Evaluate Recycling Options from Master Plan and Develop RFP for Citywide Trash Services
- Implement new Detection System at select Signalized Intersections
- Refurbish Trolley Shelters/Stops
- Conduct Historic Phase I and II Surveys for North Heights (Historic Preservation)
- Present Recommended Updates to Sign Code
- Update the Comprehensive Plan & Develop a Downtown Plan
- Develop a Bike & Pedestrian Corridor Management Plan
- Develop a Complete Streets Construction Standards Manual
- Implement the Lead Hazard Remediation Grant
- Complete the Allo Fiber Project bringing broadband access to the entire Community
- Renew the Airport PFC Program
- Implement Beautification efforts along 7th Street to apply buffer between motorists and golfers

REVENUE HIGHLIGHTS – ALL FUNDS

Sales Tax

- No change in Projected Sales Tax from FY 2025 estimated actuals to FY 2026

- Revenue generated from the 1.0% General Sales Tax, 0.5% Pension Sales Tax, 0.5% Public Safety General Sales Tax, 0.5% Transportation Sales Tax, .25% Parks & Stormwater Sales Tax and .375% Capital Improvement Sales Tax is expected to be just over $56.4 million in FY 2026

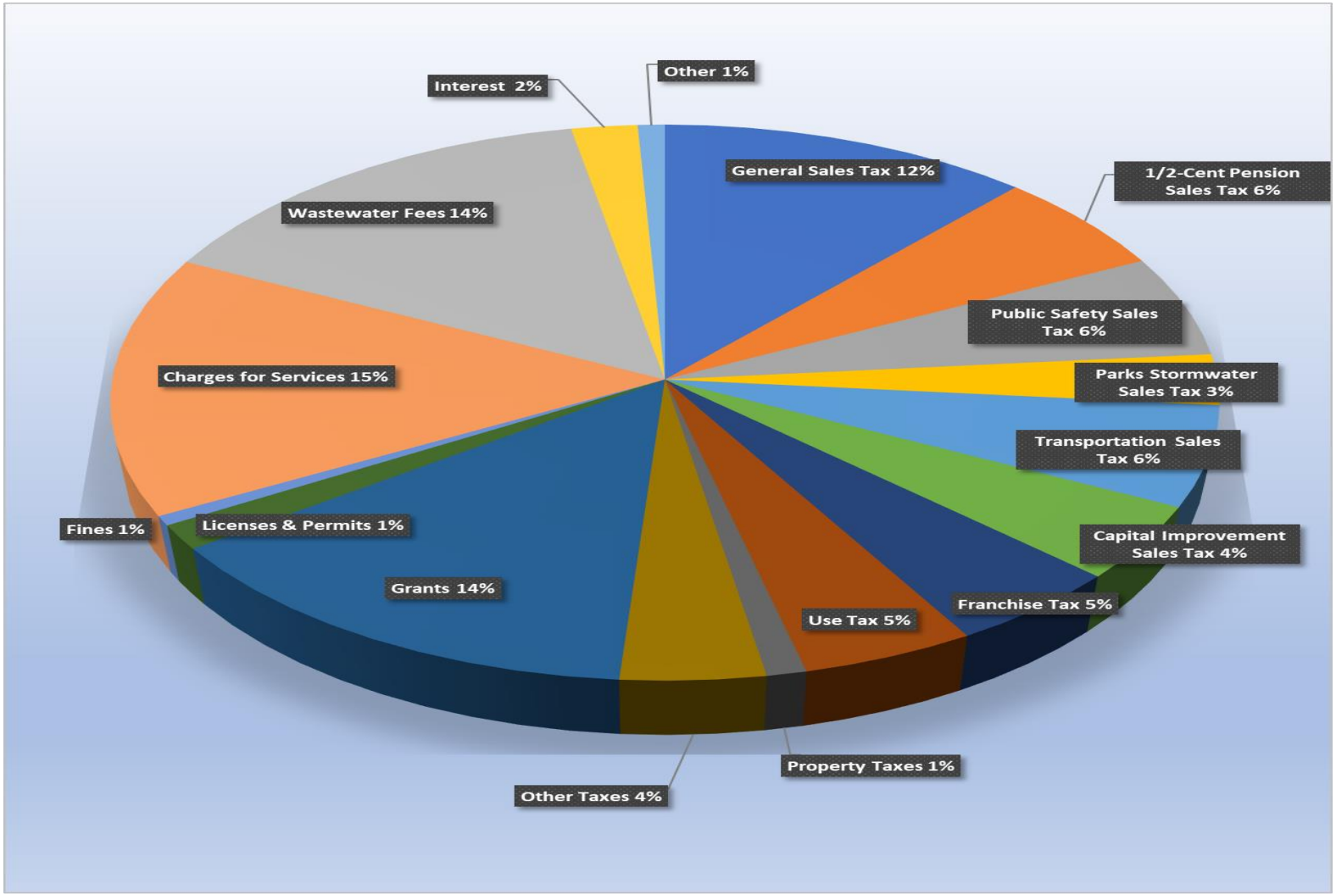
- Revenue generated from the Use Tax, following the same percentages as the Sales Tax categories, is expected to be just over $7.2 million in FY 2026

- Additional 3% sales tax on marijuana sales is projected at $861,830 in revenue for FY 2026

REVENUES – ALL FUNDS
FY 2026 Proposed Budget

General Sales Tax	$	18,050,000
1/2-Cent Pension Sales Tax		9,025,000
Public Safety Sales Tax		9,025,000
Parks & Stormwater Sales Tax		4,512,500
Transportation Sales Tax		9,025,000
Capital Improvement Sales Tax		6,768,750
Utility Franchise Tax		7,304,350
Use Tax		7,203,361
Property Taxes		1,647,900
Other Taxes		6,008,830
Intergovernmental (Grants)		21,289,616
Licenses & Permits		2,250,500
Fines & Forfeitures		857,100
Charges for Services		23,264,654
Wastewater Fees		22,690,000
Interest Earnings		3,204,000
Other Income		1,307,300
TOTAL REVENUE	$	153,433,861

TOTAL REVENUE BY TYPE – ALL FUNDS
FY 2026 Proposed Budget



USE TAX REVENUE – ALL FUNDS
FY 2026 PROPOSED BUDGET

Use Tax Revenue to fund Action Plans:

PROJECTED BREAKDOWN BY USE TAX CATEGORY	AMOUNT
1-Cent General Use Tax	$2,305,075
½-Cent General for Pension Use Tax	$1,152,538
½-Cent General for Public Safety Use Tax	$1,152,538
¼-Cent Parks & Stormwater Use Tax	$576,269
½-Cent Transportation Use Tax	$1,152,538
3/8-Cent Capital Improvement Use Tax	$864,403
Projected Fiscal Year 2026 Use Tax Revenue	**$7,203,361**

FY 2026 PROPOSED BUDGET

PAYROLL EXPENDITURE ASSUMPTIONS – ALL FUNDS

- Step Increases on employee anniversary date for all eligible employees has been included in the Proposed Budget
  – *Overall Estimated Cost $442,000*
- 2% Inflation Adjustment on 11/1/2025 is contained in the Proposed Budget
  – *Overall Estimated Cost $652,000*

- General Employee LAGERS Rate increases from 13.4% to 14.2%
  - *Overall Estimated Cost $158,000*
- Police Employee LAGERS Rate increases from 18.4% to 19.4%
  - *Overall Estimated Cost $57,000*
- Fire Employee LAGERS Rate increases from 20.7% to 21.7%
  - *Overall Estimated Cost $53,500*

- Projected increase in Employee Insurance Benefits
  - *Overall Estimated Cost $-0-*

FY 2026 PROPSED BUDGET
EXPENDITURE HIGHLIGHTS – ALL FUNDS

- As many of the ARPA (American Rescue Plan Act) and BIL (Bipartisan Infrastructure Law) Grants wrap up in 2025 and 2026, City's Budget is decreasing approximately $22 million from $213.4 million to $191.4 million

- Total Capital Expenditure budget is nearly $53.5 million in FY 2026, down from $99.2 million in FY 2025, which represents a decrease of over 85.4%

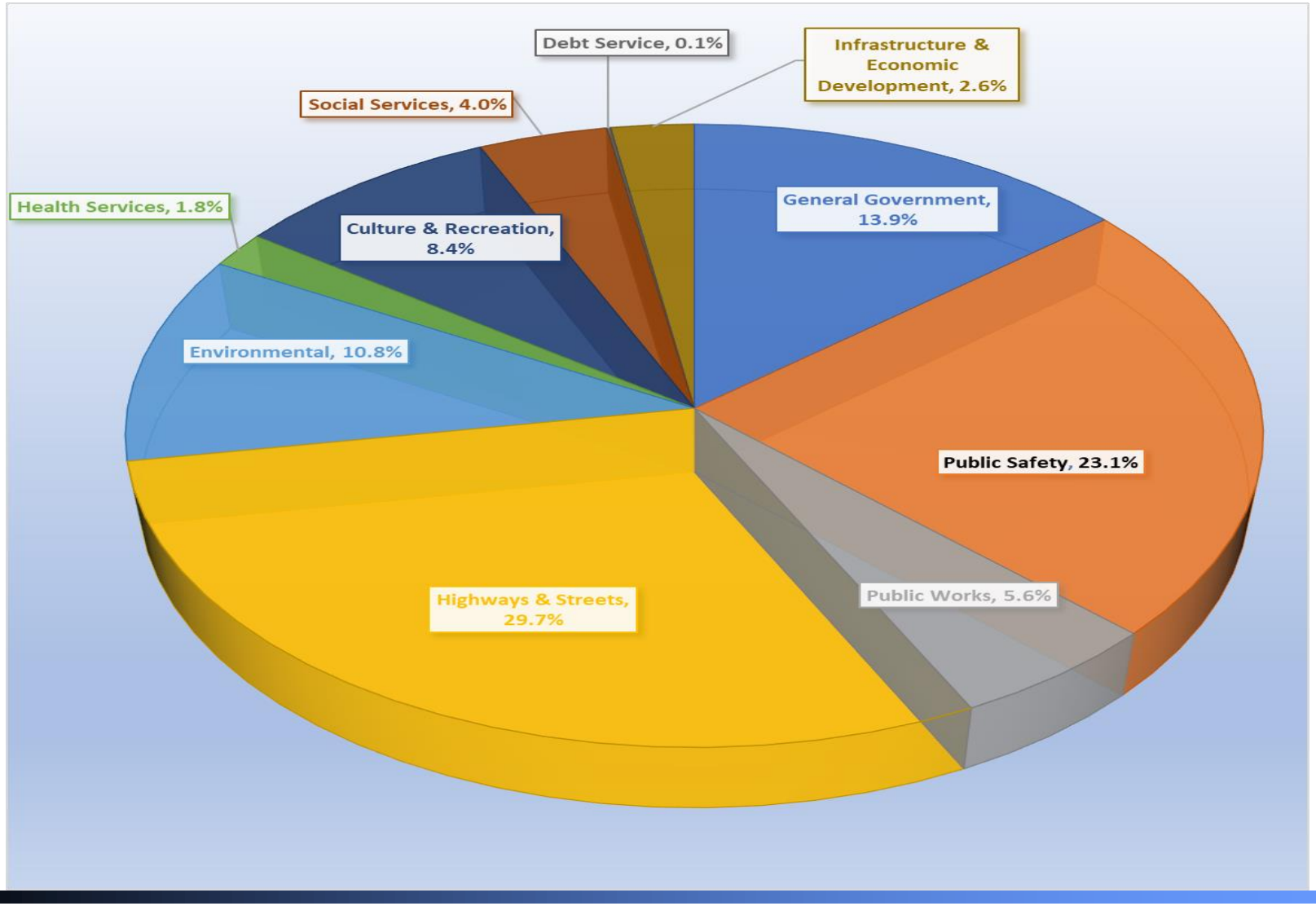
- Several new technology initiatives are included in FY 2026, which will help employees be more effective and efficient in providing services to our citizens and visitors

EXPENDITURES – ALL FUNDS
FY 2026 Proposed Budget

General Government		$ 24,151,887
Public Safety		40,327,079
Public Works		9,691,935
Highways & Streets		51,804,868
Environmental		18,795,568
Health Services		3,217,729
Culture & Recreation		14,582,008
Social Services		6,978,410
Debt Service		208,465
Infrastructure & Economic Development		4,475,000
TOTAL EXPENDITURES		$ 174,232,949

EXPENDITURES BY FUNCTION – ALL FUNDS

FY 2026 Proposed Budget



POSITION SUMMARY – ALL FUNDS
FY 2026 PROPOSED BUDGET

FY 2026 POSITIONS BY FUND SUMMARY

FUND TYPE	FY 2024 ACTUAL	FY 2025 ACTUAL	FY 2026 BUDGET	ACTUAL CHANGE
General Fund	265.40	276.78	280.78	4.00
Special Revenue Funds	243.00	257.70	260.70	3.00
Enterprise Funds	77.25	76.25	78.25	2.00
Internal Service Funds	26.80	26.80	26.80	-
Total Positions by Fund	612.45	637.53	646.53	9.00

FTE Changes:

General Fund: Add an Assistant IT Director; an Evidence Technician; and (2) Neighborhood Improvement Officers

Special Revenue Funds: Add an Equipment Operator and (2) Laborer II's to TST

Enterprise Funds: Add a Utility Locator and a Wastewater Biosolids Supervisor

Positions by Fund

Full-Time Equivalent (FTE)

	FYE 2024 Actual	FYE 2025 Actual	FY 2026 Proposed Budget
GENERAL FUND			
City Manager	3.15	3.15	3.15
Communications	-	5.00	5.00
City Clerk	2.00	2.00	2.00
Legal Services	6.25	7.38	7.38
Human Resources	4.40	4.40	4.40
Building Regulations	9.00	11.00	11.00
Finance	10.00	11.00	11.00
Information Technology	6.00	6.00	7.00
Municipal Court	9.50	10.50	10.50
Public Works	17.40	17.65	17.65
Police	109.30	109.30	110.30
Fire	71.00	72.00	72.00
Cemeteries	7.20	7.20	7.20
Emergency Management	2.00	2.00	2.00
Neighborhood Improvement	8.20	8.20	10.20
Total General Fund	**265.40**	**276.78**	**280.78**
SPECIAL REVENUE FUNDS			
Public Safety Sales Tax	71.00	74.50	74.50
Convention & Tourism	4.25	4.25	4.25
Health & Welfare	33.80	33.80	33.80
Parks & Recreation	44.35	47.55	47.55
Solid Waste Management	4.20	4.20	4.20
Parks & Stormwater Sales Tax	18.65	19.65	19.65
Transportation Sales Tax	59.20	64.20	67.20
Capital Improvements Sales Tax	1.75	3.75	3.75
Community Planning	5.80	5.80	5.80
Total Special Revenue Funds	**243.00**	**257.70**	**260.70**
ENTERPRISE FUNDS			
Regional Airport	12.80	11.80	11.80
Municipal Golf Course	10.50	10.50	10.50
Sanitary Sewer	53.95	53.95	55.95
Total Enterprise Funds	**77.25**	**76.25**	**78.25**
INTERNAL SERVICE FUNDS			
Central Garage	4.20	4.20	4.20
Worker's Compensation	0.30	0.30	0.30
Liability & Property Self-Insurance	0.30	0.30	0.30
Emergency Communications	22.00	22.00	22.00
Total Internal Service Funds	**26.80**	**26.80**	**26.80**
TOTAL FTE - ALL FUNDS	**612.45**	**637.53**	**646.53**
Not included in FTE Count:			
One Public Defender in Municipal Court (Contract)			
Nine City Councilors (Stipend)			

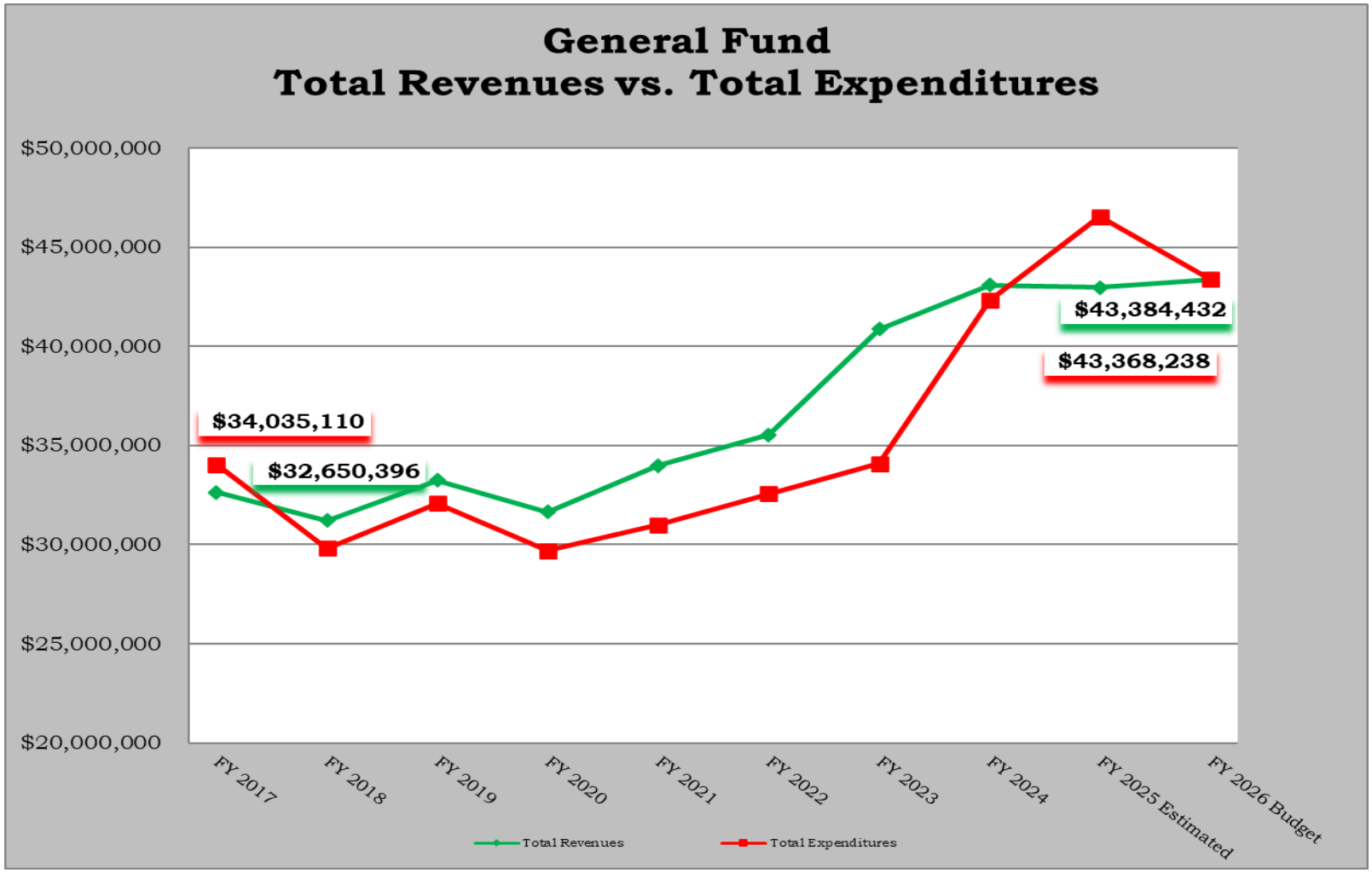
PROPOSED PERSONNEL CHANGES
FY 2026 PROPOSED BUDGET

- All Funds:
  - Assistant Information Technology Director Position in Information Technology (General Use Tax)
  - Evidence Technician in Police (General Fund)
  - (2) Neighborhood Improvement Officers in Planning (General Use Tax)

PROPOSED PERSONNEL CHANGES
FY 2026 PROPOSED BUDGET

- All Funds:
  - Equipment Operator and (2) Laborer II Positions in Streets Maintenance (Transportation Use Tax)
  - Wastewater Biosolids Supervisor Position in Sewer Treatment (Sewer Fund)
  - Utility Locator Position in Sewer Maintenance (Sewer Fund)

GENERAL FUND
FY 2026 PROPOSED BUDGET



FY 2026 KEY INITIATIVES
GENERAL FUND

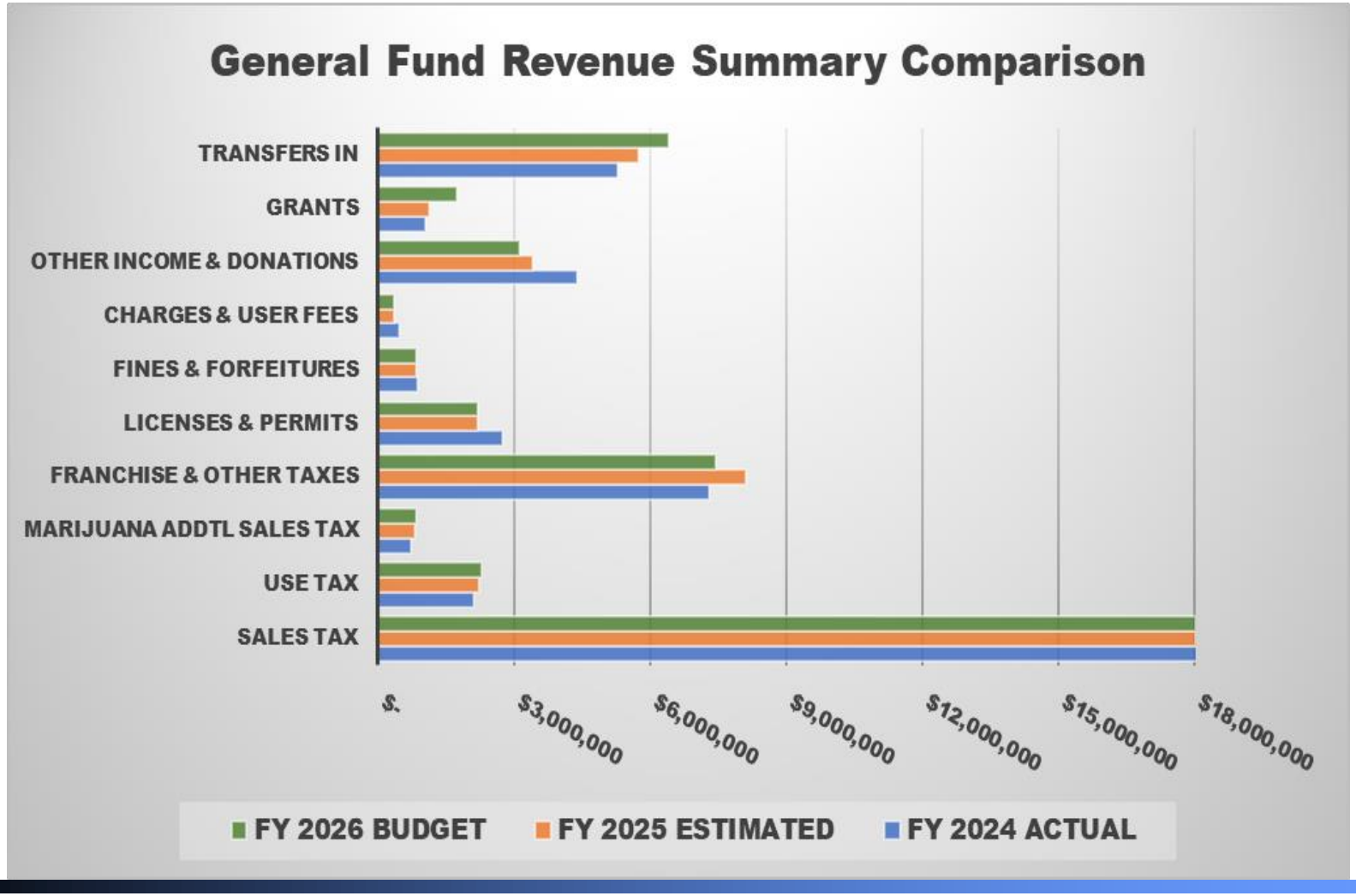
- Assist with ½-Cent Sales Tax Renewal Efforts
- Improve Internal Emergency Response Plans and Building Security
- Continue Delivery of Long-Term Plans: ARPA, Grants, Proposition Action
- Increase Economic Development Opportunities through Annexation
- Launch redesigned Website on new CMS platform: Phase I Items
- Continue buildout of Staff Portal (Intranet) Site on Sharepoint
- Host City's State of the Community Event
- Oversee Charter Review Commission
- Implementation of Vacant/Dangerous Building Program
- Begin Development of Financial Policies: Audit Follow-Up
- Continuation of Implementation of Technology Improvements: Asset Management, Online Business License, Planning & Zoning and ESRI Advantage Program
- Enhance Jail Security
- Improve Evidence and Property Management
- Equip and Train all sworn operational staff with Patrol Rifles
- Conduct a Comprehensive Citywide Risk Assessment to identify potential hazards and develop mitigation strategies
- Standardize Fire Investigation Protocols
- Continue Tornado Siren Replacement Plan
- Fully Implement Enforcement of Property Maintenance Code

GENERAL FUND REVENUES
FY 2026 PROPOSED BUDGET

FY 2026 BUDGET GENERAL FUND REVENUES

GENERAL FUND REVENUE	FY 2024 ACTUAL	FY 2025 ESTIMATED	FY 2026 BUDGET	PROPOSED CHANGE AMOUNT	%
Sales Tax	$ 18,057,069	$ 18,050,000	$ 18,050,000	$ -	0.0%
Use Tax	$ 2,131,367	$ 2,237,935	$ 2,305,075	$ 67,140	3.0%
Marijuana Addtl Sales Tax	$ 745,318	$ 836,730	$ 861,830	$ 25,100	3.0%
Franchise & Other Taxes	$ 7,300,152	$ 8,120,000	$ 7,461,350	$ (658,650)	-8.1%
Licenses & Permits	$ 2,767,136	$ 2,197,590	$ 2,204,500	$ 6,910	0.3%
Fines & Forfeitures	$ 866,867	$ 856,600	$ 857,100	$ 500	0.1%
Charges & User Fees	$ 462,772	$ 353,664	$ 349,184	$ (4,480)	-1.3%
Other Income & Donations	$ 4,397,188	$ 3,430,381	$ 3,128,500	$ (301,881)	-8.8%
Grants	$ 1,066,328	$ 1,140,190	$ 1,737,740	$ 597,550	52.4%
Transfers In	$ 5,282,206	$ 5,747,512	$ 6,429,153	$ 681,641	11.9%
Total General Fund Revenue	$ 43,076,403	$ 42,970,602	$ 43,384,432	$ 413,830	1.0%

GENERAL FUND REVENUES
FY 2026 PROPOSED BUDGET



GENERAL FUND REVENUES
MAJOR REVENUE SOURCES

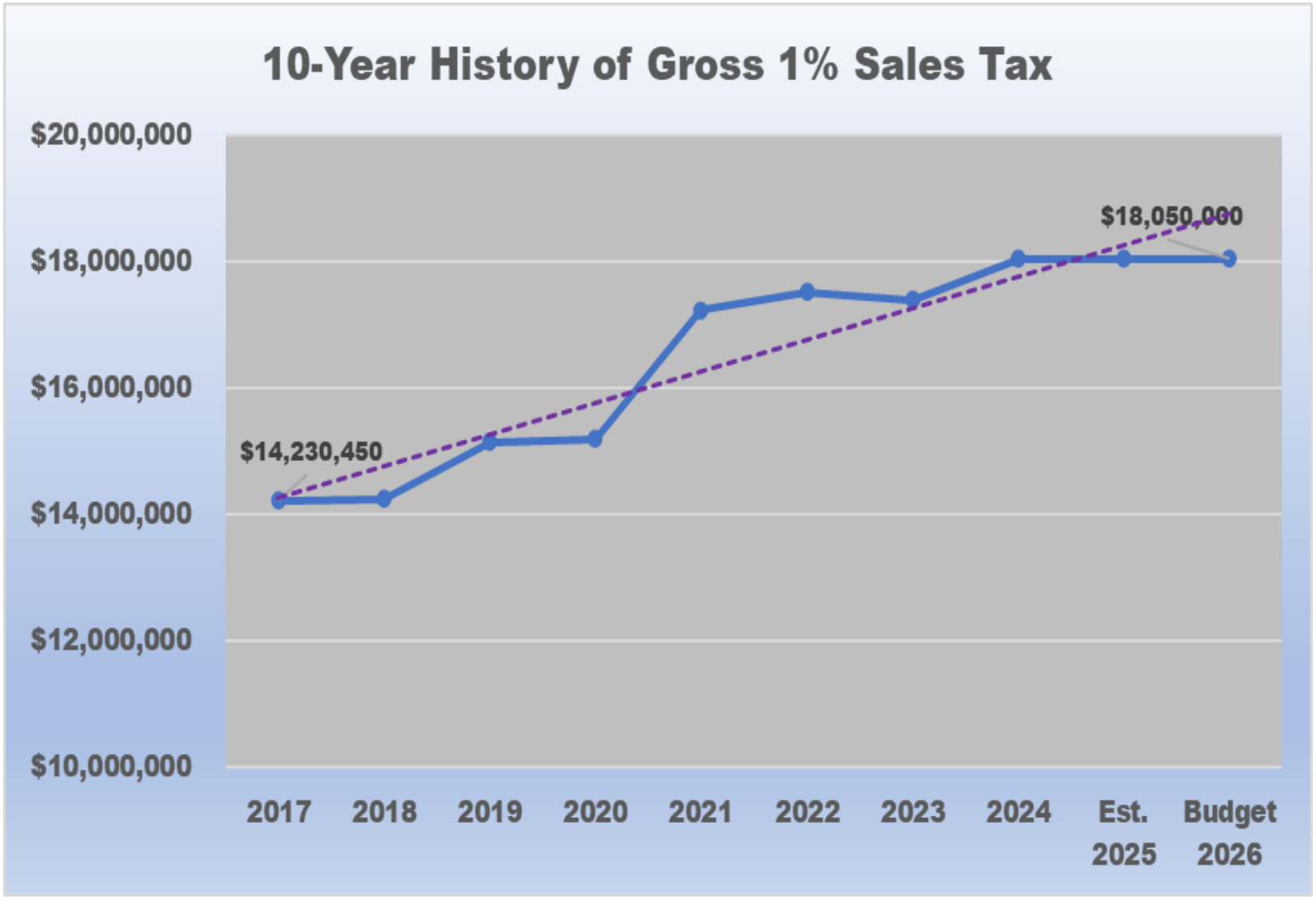
10-YEAR HISTORY OF GROSS 1% SALES TAX

FISCAL YEAR	AMOUNT	YEARLY % CHANGE
2017	$ 14,230,450	3.7%
2018	$ 14,258,932	0.2%
2019	$ 15,150,748	6.3%
2020	$ 15,199,077	0.3%
2021	$ 17,238,411	13.4%
2022	$ 17,526,382	1.7%
2023	$ 17,410,101	-0.7%
2024	$ 18,057,069	3.7%
Est. 2025	$ 18,050,000	0.0%
Budget 2026	$ 18,050,000	0.0%
Average Annual Change		2.9%
Ten Year Average Change		31.5%

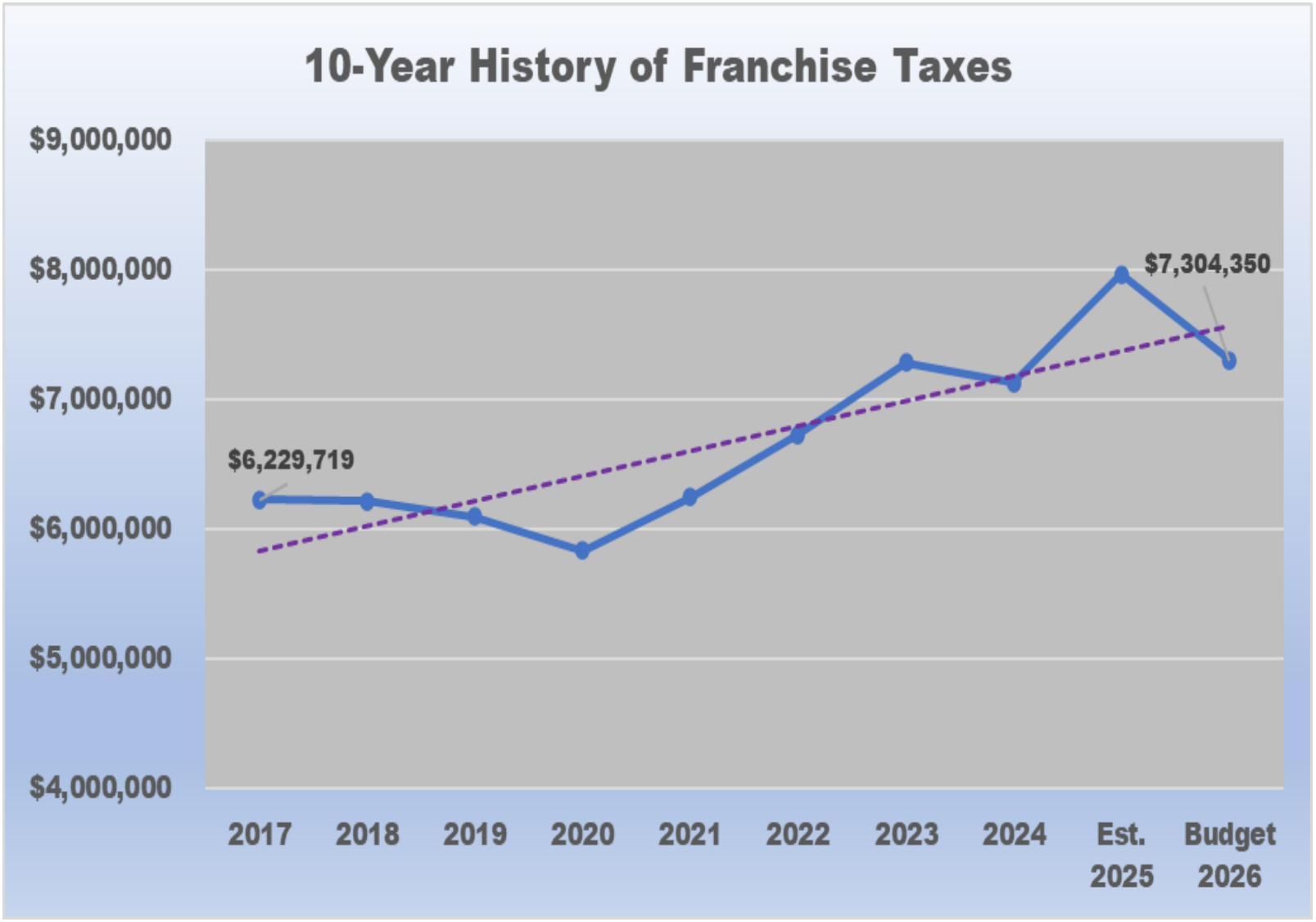
10-YEAR HISTORY OF FRANCHISE TAXES

FISCAL YEAR	AMOUNT	YEARLY % CHANGE
2017	$ 6,229,719	2.7%
2018	$ 6,216,670	-0.2%
2019	$ 6,099,376	-1.9%
2020	$ 5,837,234	-4.3%
2021	$ 6,247,196	7.0%
2022	$ 6,730,758	7.7%
2023	$ 7,286,538	8.3%
2024	$ 7,126,350	-2.2%
Est. 2025	$ 7,963,000	11.7%
Budget 2026	$ 7,304,350	-8.3%
Average Annual Change		2.1%
Ten Year Average Change		14.3%

1% GENERAL GROSS SALES TAX

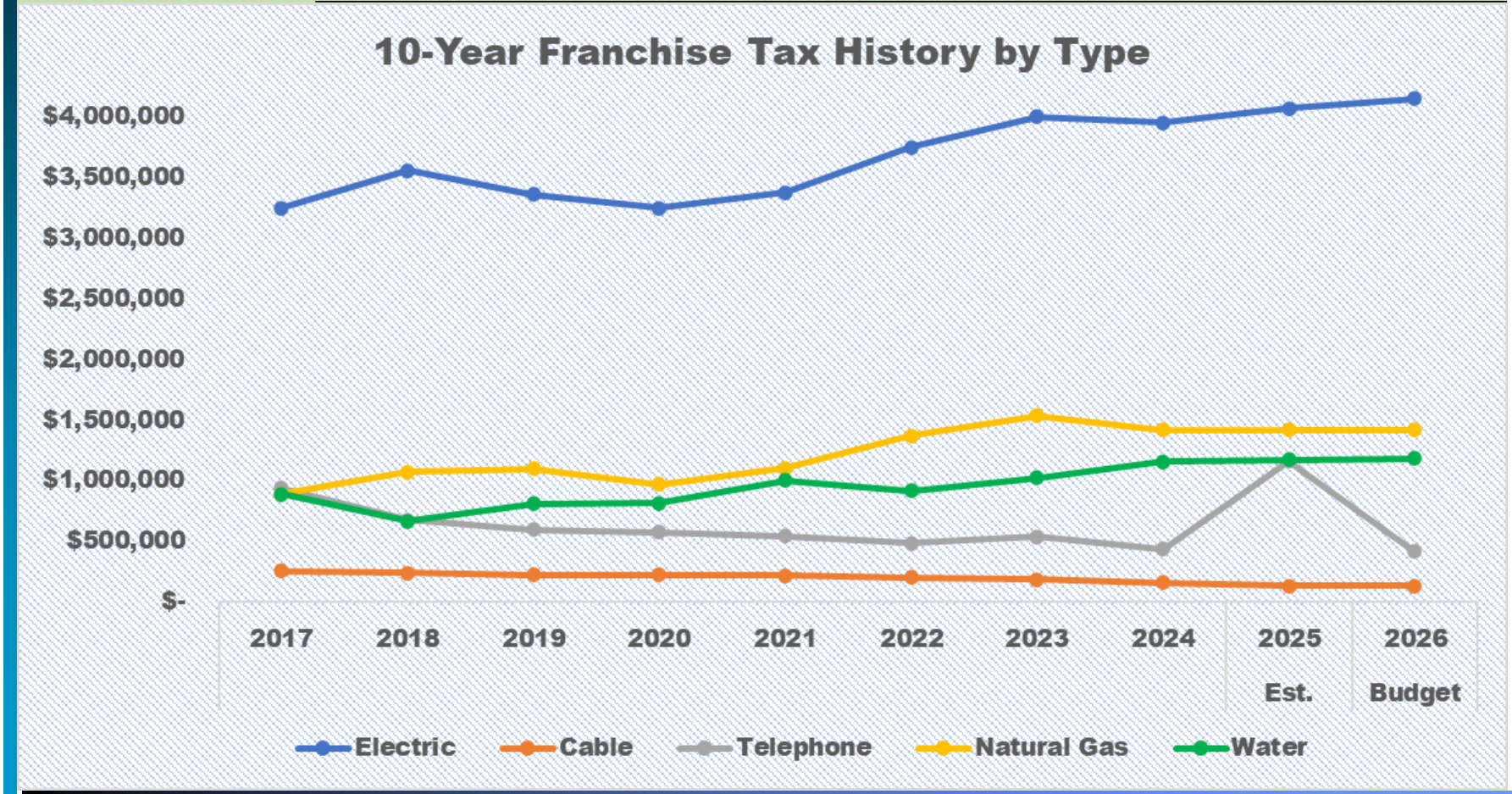


FRANCHISE TAXES



10-YEAR HISTORY OF FRANCHISE TAXES BY TYPE

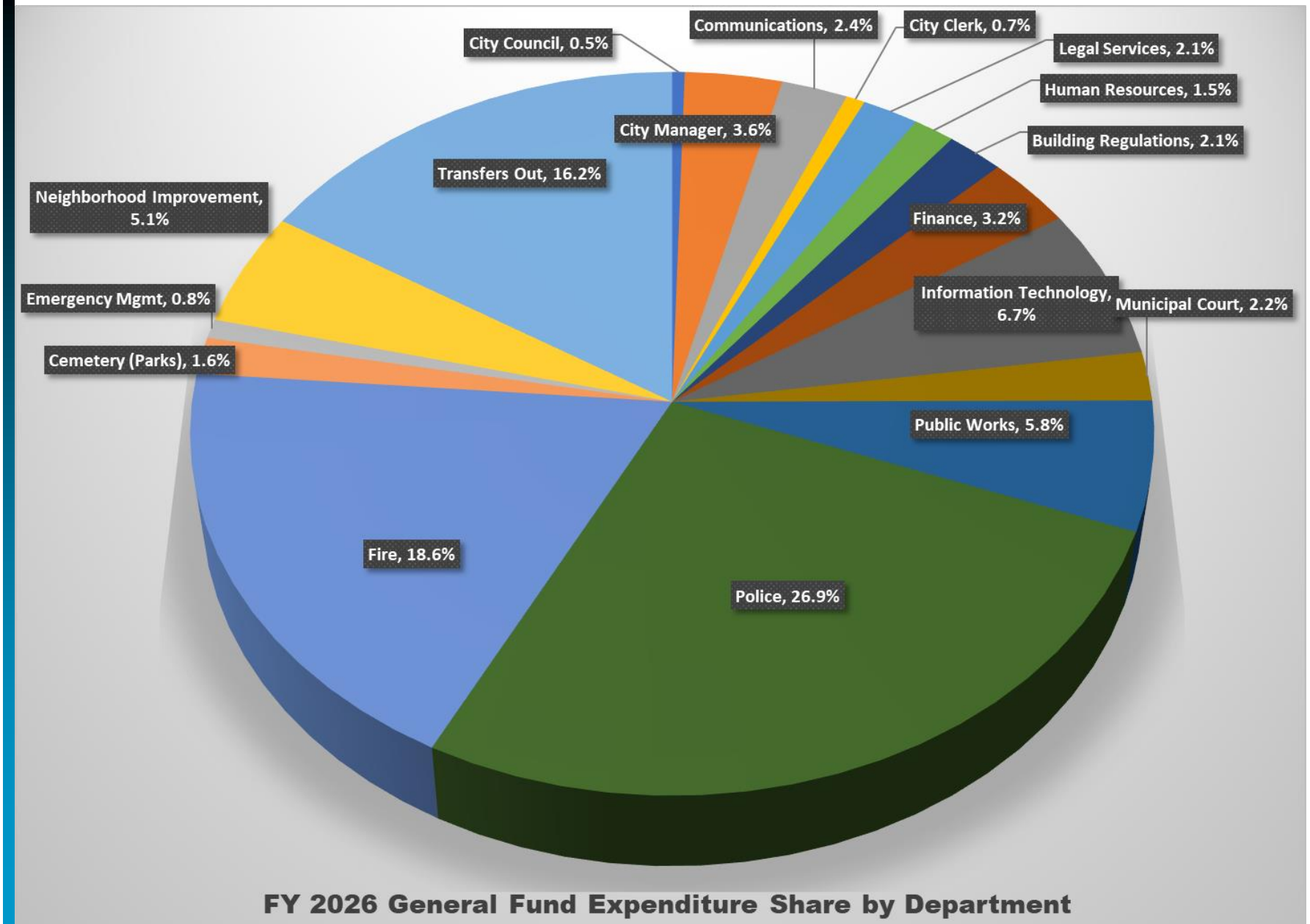
FRANCHISE FEE	2017	2018	2019	2020	2021	2022	2023	2024	Est. 2025	Budget 2026
Electric	$ 3,249,568	$ 3,556,350	$ 3,362,154	$ 3,247,194	$ 3,378,209	$ 3,749,525	$ 3,998,238	$ 3,949,484	$ 4,068,000	$ 4,149,350
Cable	$ 258,800	$ 240,193	$ 225,002	$ 222,312	$ 217,569	$ 201,684	$ 187,715	$ 161,173	$ 135,000	$ 135,000
Telephone	$ 937,164	$ 680,108	$ 598,596	$ 577,362	$ 543,882	$ 486,995	$ 540,984	$ 435,519	$ 1,165,000	$ 415,000
Natural Gas	$ 891,534	$ 1,071,124	$ 1,101,139	$ 972,711	$ 1,104,274	$ 1,372,702	$ 1,535,667	$ 1,421,482	$ 1,420,000	$ 1,420,000
Water	$ 892,653	$ 668,895	$ 812,485	$ 817,655	$ 1,003,262	$ 919,852	$ 1,023,934	$ 1,158,692	$ 1,175,000	$ 1,185,000
Total Franchise Taxes	$ 6,229,719	$ 6,216,670	$ 6,099,376	$ 5,837,234	$ 6,247,196	$ 6,730,758	$ 7,286,538	$ 7,126,350	$ 7,963,000	$ 7,304,350



FY 2026 GENERAL FUND EXPENDITURES BY DEPARTMENT

FY 2026 BUDGET GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	FY 2024 ACTUAL	FY 2025 ESTIMATED	FY 2026 BUDGET	ACTUAL CHANGE AMOUNT	ACTUAL CHANGE %
City Council	$ 498,044	$ 486,987	$ 197,125	$ (289,862)	-59.5%
City Manager	$ 1,774,128	$ 2,334,102	$ 1,543,298	$ (790,804)	-33.9%
Communications	$ 845,416	$ 766,021	$ 1,050,206	$ 284,185	37.1%
City Clerk	$ 234,639	$ 235,783	$ 297,729	$ 61,946	26.3%
Legal Services	$ 757,264	$ 845,414	$ 895,064	$ 49,650	5.9%
Human Resources	$ 639,826	$ 622,824	$ 654,906	$ 32,082	5.2%
Building Regulations	$ 1,008,340	$ 895,644	$ 912,648	$ 17,004	1.9%
Finance	$ 1,371,134	$ 1,438,364	$ 1,390,447	$ (47,917)	-3.3%
Information Technology	$ 2,426,761	$ 2,751,082	$ 2,926,101	$ 175,019	6.4%
Municipal Court	$ 826,338	$ 903,135	$ 949,092	$ 45,957	5.1%
Public Works	$ 2,152,172	$ 2,821,492	$ 2,504,534	$ (316,958)	-11.2%
Police	$ 11,273,258	$ 12,593,685	$ 11,670,339	$ (923,346)	-7.3%
Fire	$ 9,855,401	$ 10,571,025	$ 8,079,898	$ (2,491,127)	-23.6%
Cemetery (Parks)	$ 542,148	$ 669,823	$ 711,308	$ 41,485	6.2%
Emergency Mgmt	$ 247,986	$ 353,382	$ 368,172	$ 14,790	4.2%
Neighborhood Improvement	$ 787,558	$ 1,142,611	$ 2,206,990	$ 1,064,379	93.2%
Transfers Out	$ 7,084,986	$ 7,104,779	$ 7,010,381	$ (94,398)	-1.3%
Total General Fund Expenditures	$ 42,325,399	$ 46,536,153	$ 43,368,238	$ (3,167,915)	-6.8%


City Council, 0.5%
Communications, 2.4%
City Clerk, 0.7%
Legal Services, 2.1%
Human Resources, 1.5%
Building Regulations, 2.1%
City Manager, 3.6%
Transfers Out, 16.2%
Neighborhood Improvement, 5.1%
Finance, 3.2%
Emergency Mgmt, 0.8%
Information Technology, 6.7%
Municipal Court, 2.2%
Cemetery (Parks), 1.6%
Public Works, 5.8%
Fire, 18.6%
Police, 26.9%
FY 2026 General Fund Expenditure Share by Department

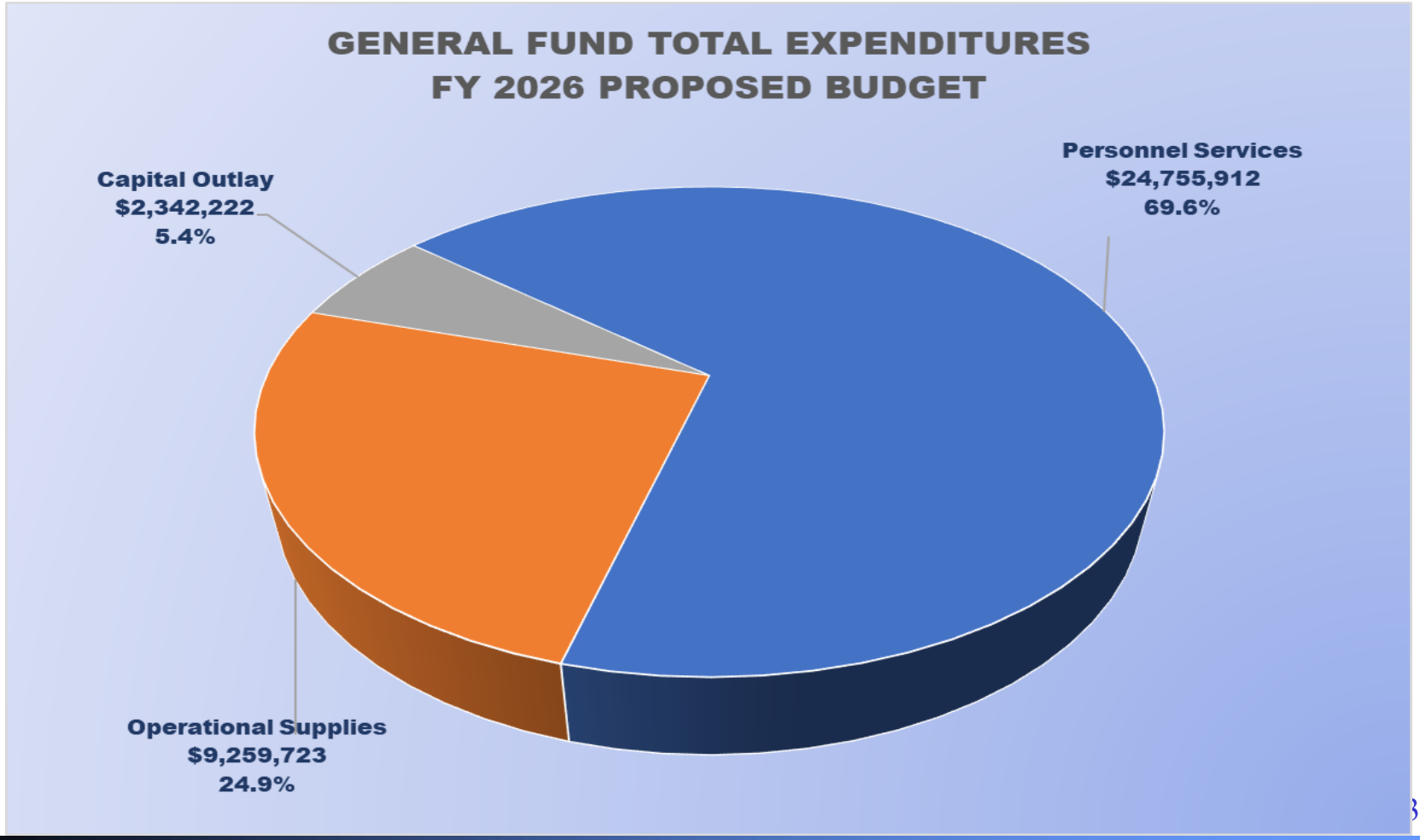
FY 2026 GENERAL FUND EXPENDITURES BY CATEGORY

GENERAL FUND EXPENDITURES BY CATEGORY

INCLUDING USE TAX/PROPOSITION ACTION

CATEGORY	FY 2024 ACTUAL	FY 2025 ESTIMATED	FY 2026 BUDGET	CHANGE AMOUNT	CHANGE %
Personnel Services	$ 23,190,478	$ 23,195,853	$ 24,755,912	$ 1,560,059	6.7%
Operational Supplies	$ 6,532,762	$ 6,931,741	$ 7,231,790	$ 300,049	4.3%
Other Purchases/Services	$ 1,446,618	$ 2,350,141	$ 2,027,933	$ (322,208)	-13.7%
Capital Outlay	$ 4,070,564	$ 6,953,639	$ 2,342,222	$ (4,611,417)	-66.3%
Transfers Out	$ 7,084,986	$ 7,104,779	$ 7,010,381	$ (94,398)	-1.3%
Total GF Expenditures	$ 42,325,408	$ 46,536,153	$ 43,368,238	$ (3,167,915)	-6.8%

GENERAL FUND
TOTAL EXPENDITURES
FY 2026 Budget

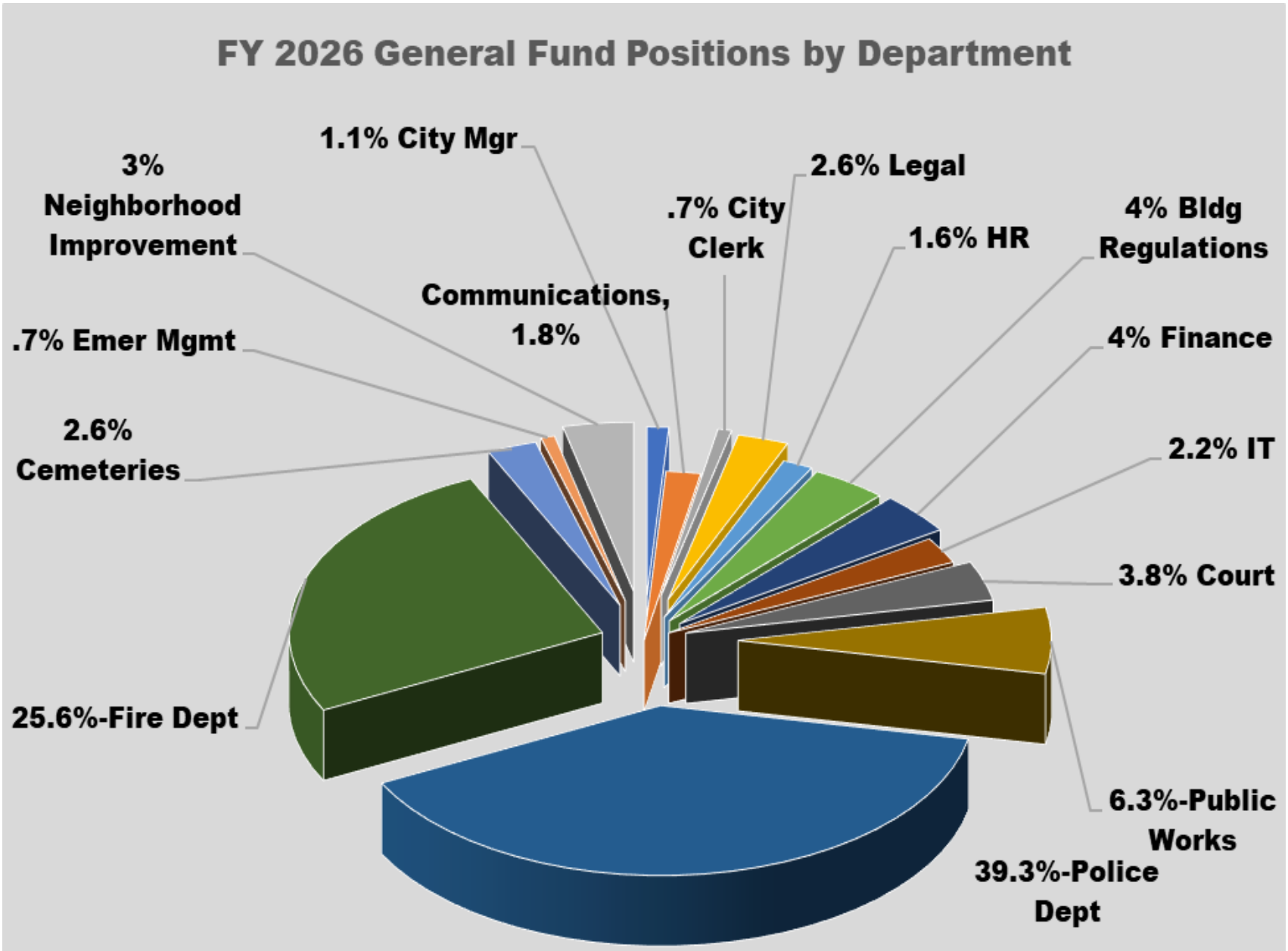


GENERAL FUND
SUMMARY OF POSITIONS BY DEPARTMENT

FY 2026 GENERAL FUND POSITIONS BY DEPARTMENT

DEPARTMENT	FY 2024 ACTUAL	FY 2025 ACTUAL	FY 2026 BUDGET	ACTUAL CHANGE	% OF TOTAL
City Mgr	3.15	3.15	3.15	-	1.1%
Communications	-	5.00	5.00	-	1.8%
City Clerk	2.00	2.00	2.00	-	0.7%
Legal	6.25	7.38	7.38	-	2.6%
HR	4.40	4.40	4.40	-	1.6%
Bldg Regulations	9.00	11.00	11.00	-	3.9%
Finance	10.00	11.00	11.00	-	3.9%
IT	6.00	6.00	7.00	1.00	2.5%
Court	9.50	10.50	10.50	-	3.7%
Public Works	17.40	17.65	17.65	-	6.3%
Police	109.30	109.30	110.30	1.00	39.3%
Fire	71.00	72.00	72.00	-	25.6%
Cemeteries	7.20	7.20	7.20	-	2.6%
Emer Mgmt	2.00	2.00	2.00	-	0.7%
Neighborhood Improvement	8.20	8.20	10.20	2.00	3.6%
Total GF Positions	265.40	276.78	280.78	4.00	100.0%

FY 2026 General Fund Positions by Department

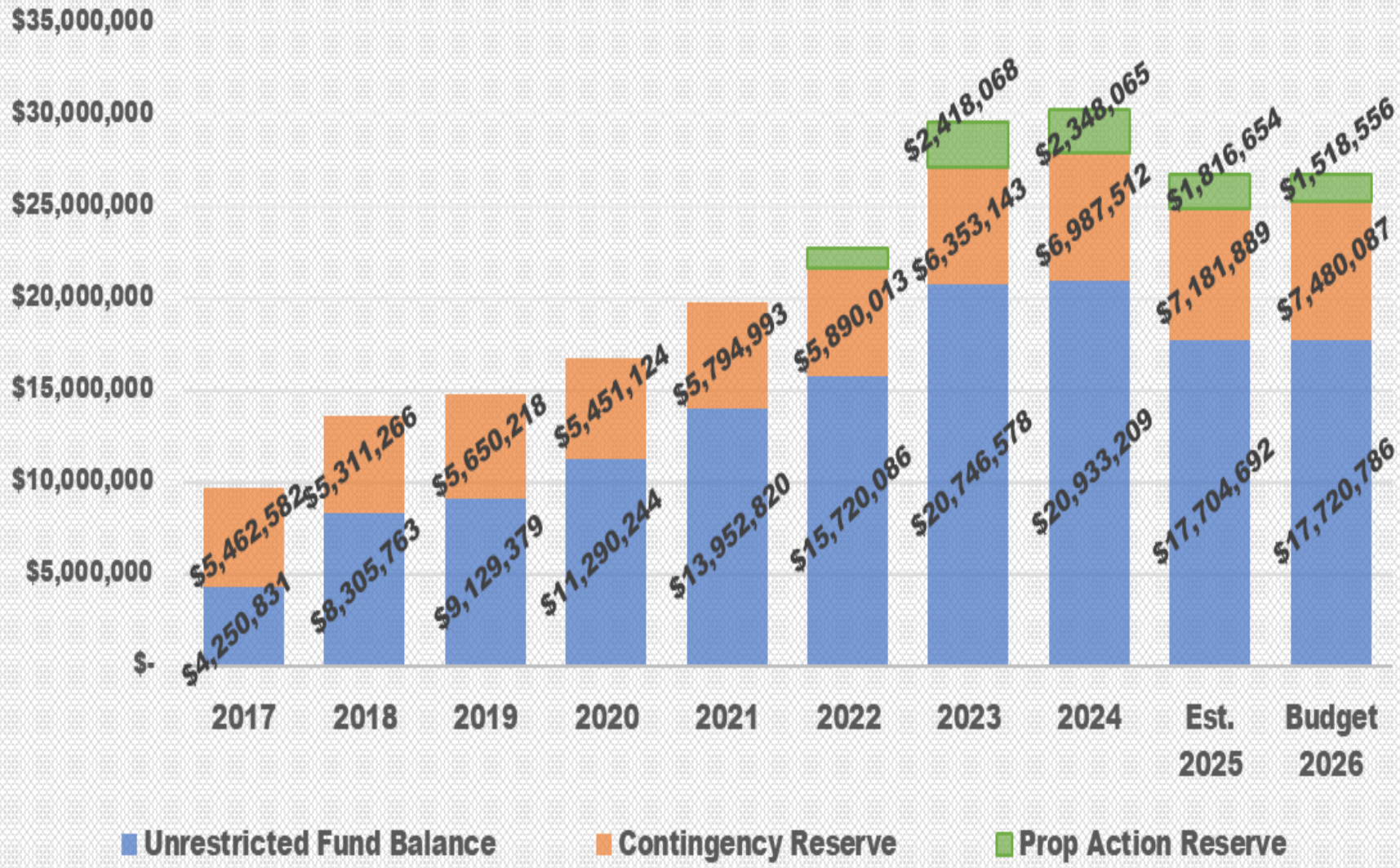


GENERAL FUND
FUND BALANCE

GENERAL FUND 10-YEAR HISTORY OF FUND BALANCE

FISCAL YEAR	Unrestricted Fund Balance	Contingency Reserve	Prop Action Reserve	Total Fund Balance
2017	$ 4,250,831	$ 5,462,582	$ -	$ 9,713,413
2018	$ 8,305,763	$ 5,311,266	$ -	$ 13,617,029
2019	$ 9,129,379	$ 5,650,218	$ -	$ 14,779,597
2020	$ 11,290,244	$ 5,451,124	$ -	$ 16,741,368
2021	$ 13,952,820	$ 5,794,993	$ -	$ 19,747,813
2022	$ 15,720,086	$ 5,890,013	$ 1,115,241	$ 22,725,340
2023	$ 20,746,578	$ 6,353,143	$ 2,418,068	$ 29,517,789
2024	$ 20,933,209	$ 6,987,512	$ 2,348,065	$ 30,268,786
Est. 2025	$ 17,704,692	$ 7,181,889	$ 1,816,654	$ 26,703,235
Budget 2026	$ 17,720,786	$ 7,480,087	$ 1,518,556	$ 26,719,429

GENERAL FUND 10-YEAR FUND BALANCE HISTORY



GENERAL FUND
USE TAX FUND BALANCE

DESCRIPTION	GENERAL 1%	PUBLIC SAFETY-1/2%	PARKS & SW-1/4%	TST-1/2%	CIP-3/8%	GRAND TOTAL
Projected Beginning Fund Balance	***1,816,654***	***752,708***	***74,043***	***2,352,366***	***(237,092)***	***4,758,679***
FY 2026 Use Tax Revenue	2,305,075	1,152,538	576,269	1,152,538	864,403	7,203,361
Less: FY 2026 Expenditures						
City Manager Prop Action	430,000					1,582,538
Communications Prop Action	872,536					872,536
Legal Prop Action	81,033					81,033
Building Regulations Prop Action	322,228					322,228
Finance Prop Action	78,936					78,936
IT Prop Action	131,396					131,396
Court Prop Action	50,384					50,384
Neighborhood Improvement Prop Action	636,660					636,660
Police Prop Action	-	664,341				664,341
Fire Prop Action	-	486,099				486,099
Parks Prop Action	-		242,463			242,463
TST Prop Action		-		1,317,348		1,317,348
CIST Prop Action			-		500,000	500,000
Total FY 2026 Expenditures	2,603,173	1,150,440	242,463	1,317,348	500,000	6,965,962
Sub-Total Fiscal Year 2026	(298,098)	2,098	333,806	(164,810)	364,403	237,399
Projected Ending Fund Balance	***1,518,556***	***754,806***	***407,849***	***2,187,556***	***127,311***	***4,996,078***

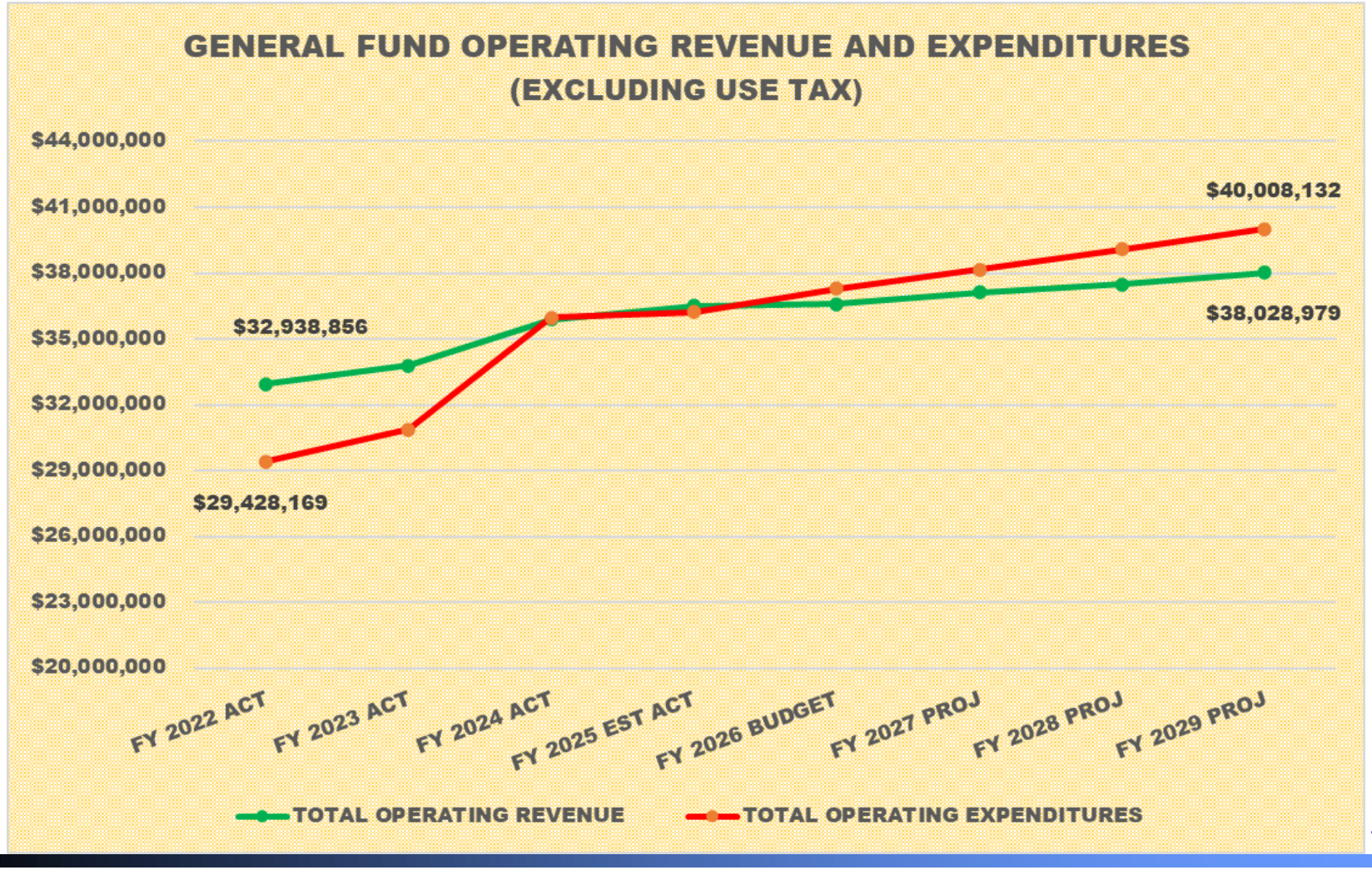
GENERAL FUND PROJECTIONS
FIVE YEAR MODEL

GENERAL FUND FIVE-YEAR MODEL

EXCLUDING USE TAX/PROPOSITION ACTION

DESCRIPTION	FY 2024 ACTUAL	FY 2025 ESTIMATED	FY 2026 BUDGET	FY 2027 ESTIMATED	FY 2028 ESTIMATED
Total Revenue	$ 40,945,036	$ 40,732,667	$ 40,179,357	$ 40,450,037	$ 40,857,600
Total Operating Expenses	$ 29,607,812	$ 29,826,059	$ 30,850,112	$ 31,876,103	$ 32,940,712
Total Capital Expenses	$ 3,431,253	$ 6,835,969	$ 2,004,572	$ 1,450,000	$ 750,000
Total Transfers Out	$ 7,084,986	$ 7,104,779	$ 7,010,381	$ 7,080,485	$ 7,151,290
Net Change in Fund Balance	$ 820,985	$ (3,034,140)	$ 314,292	$ 43,449	$ 15,599

GENERAL FUND PROJECTIONS
OPERATING BUDGET ONLY



EXPENDITURE HIGHLIGHTS – ALL FUNDS

General Fund: $ 2,342,222

- Website Redesign - $200,000
- Replacement Squad Vehicle with Squad SUV and Equipment (5) - $412,050
- Body Scanner - $181,500
- Replacement Frontline Attack Hose (Phase 3 of 3) - $215,000
- Replacement Siren (3) - $120,000

Public Safety Sales Tax Fund: $ 627,198

- Replacement Ruggedized Laptop (79) - $418,700

Convention & Tourism Fund: $ 35,025

- Various New and Replacement Capital Equipment

EXPENDITURE HIGHLIGHTS – ALL FUNDS

Health & Welfare Fund: $ 48,400

- Various Replacement Equipment

Parks & Recreation Fund: $ 926,240

- Replacement Museum Roof (Phase 5 of 5) - $136,000
- Replacement 2.5 Ton Dump Truck - $131,500
- Replacement Bucket Truck - $155,000

Solid Waste Management Fund: $ 94,850

- Various Replacement and New Equipment

EXPENDITURE HIGHLIGHTS – ALL FUNDS

Parks & Stormwater Sales Tax: $ 15,167,487

- Catch Basin & Closed System Maintenance - $235,000
- Ditch & Detention Pond Maintenance - $285,000
- Minor System Improvements - $600,000
- Old Willow Branch Improvements – Phase 1 - $750,000
- Sunnyvale Improvements & I-44 Project – Phase 1 - $2,300,000
- ARPA Stormwater Projects - $6,155,427
- Trail Signage & Amenities - $245,350
- Softball Complex Turf - $500,000
- Wendell Redden & JBS Turf - $500,000
- Parr Hill Park - $968,460
- Grand Falls Trail - $2,500,000

EXPENDITURE HIGHLIGHTS –ALL FUNDS

Transportation Sales Tax Fund: $ 4,821,906

- Street Maintenance - $150,000
- 10-Wheeler Dump Truck with Anti-Ice Tank - $240,000
- Replacement 8 Ton Dump Truck - $460,000
- Neighborhood Improvements - $500,000
- Street Projects (Overlay) - $1,500,000
- Beautification Projects - $500,000
- 10th & Main Beautification Project - $500,000
- Replacement Shelter Plexiglass with Metal (2) - $132,000
- Replacement Small Trolley - $150,000
- Replacement MAPS Bus (2) - $300,000

EXPENDITURE HIGHLIGHTS –ALL FUNDS

Capital Improvement Sales Tax Fund: $25,895,000

- Beautification Projects - $500,000
- New City Sidewalks - $125,000
- Bridge Maintenance - $125,000
- 20th Street from Schifferdecker to Country Club - $200,000
- 7th Street City-Owned Sidewalks - $2,000,000
- Traffic Signal Upgrades - $285,000
- Neighborhood Transportation Improvements - $300,000
- Building Improvements - $400,000
- 7th & Illinois Intersection Improvements - $500,000
- ADA City Sidewalks - $625,000
- Street Surface Repair - $835,000
- Davis Boulevard (Design) - $1,500,000
- 7th Street Sidewalks - $2,000,000
- Willow Branch Stormwater - $4,000,000
- Zora – Rangeline to MO-249 - $4,500,000
- Pennsylvania Viaduct Removal - $4,500,000
- 6th Street & Virginia Parking Garage - $5,500,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

Community Planning Fund: $ 40,050

- Various New & Equipment Replacement

Infrastructure Fund: $ 3,475,000

- CDBG Entitlement Sidewalk Project - $450,000
- CDBG DR Infrastructure Project - $3,000,000

Regional Airport Fund: $ 209,150

- Various New & Equipment Replacement

Golf Course Fund: $ 365,000

- Replacement Rough Mower - $115,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

Sanitary Sewer Fund: $17,652,100

- Replacement Walk-Through Doors (12) – Turkey Creek & Shoal Creek - $120,000
- Clean & Paint North Digester Roofs – Turkey Creek - $275,000
- Replacement Master Control Center – Shoal Creek - $275,000
- Hydrated Lime Silo Rehabilitation – Turkey Creek - $300,000
- Hydrated Lime Silo Rehabilitation – Shoal Creek - $300,000
- Replacement Lift Station Automatic Transfer Switch Unit (16) – $320,000
- Replacement 4500 Gallon Sludge Hauler - $350,000
- Replacement Master Control Center – Turkey Creek - $385,000
- Rehabilitation of UV System – Turkey Creek - $515,000
- Replacement Trickling Filter Tower Rotary Arm Rehabilitation – Turkey Creek - $1,100,000
- Final Clarifier – Shoal Creek - $4,300,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

Sanitary Sewer Fund (continued):

- Easement Machine & Trailer - $100,000
- Tin Cup Force Main Phase II - $300,000
- Swede Lane Lift Station Improvements - $300,000
- Apple Road Lift Station Elimination & East 20th St Extension (Design) - $720,000
- I & I Rehabilitation - $1,500,000
- Route 66 Sanitary Sewer Relocation – $2,807,000
- Crane Road Lift State Elimination - $3,000,000

Central Garage Fund: $ 50,000

- Various Capital Replacement

Emergency Communications Fund: $ 101,209

- Various New and Capital Replacement

FY 2026 PROPOSED BUDGET

NEXT STEPS

- City Council Budget Work Sessions to cover Budget Overview and Issues & Options on September 22-24, 2025

- Fiscal Year 2026 Budget Adoption on October 20, 2025

Council Retreat Action Plans FY26



Technology

- Data Tracking
- Efficiency
- Transparent Public Communications

Relationship Building

- Internally & as a Team
- With the Community

Fiscal Management

- Resilient Revenue
- Seeking Grants

Public Safety

- Pay & Staffing
- Facilities & Equipment

Maintenance

- Blight Removal
- Neighborhood Appearance
- Beautification

Economic Development

- Reputation for Health & Education Industries
- Affordable Housing
- Annexation
- Grow Jobs in Key Industries

Strategic Focus | Economic Development

Action Plan | Annexation

Purpose: Increase the amount of land available for economic development

Goal/Objective:

To improve economic development opportunities, the City of Joplin will pursue opportunities to annex and incorporate surrounding properties.

Action Steps:
City staff will draft an RFP to bring on consulting services to help proactively identify and reach agreement with surrounding property owners for annexation. The selected consultant will be expected to produce a map of possible annexation opportunities, communicate with property owners, and develop materials necessary to explain the benefits of annexation.

Resources Required:
The FY26 budget includes $100,000 in funding for the consulting services.

Funding Source:
General Fund Use Tax

Total Plan Cost:
Total Additional FTE: None
One-Time Costs: $100,000
Staffing Annual Costs: Existing staff will work with the consultant
Program Annual Costs: Staff will develop the cost benefit analysis of annexing vs. providing services to the designated areas

Timeline:
Beginning November 1, 2025, staff will work to draft an RFP, advertise the RFP, and tentatively plan to present the RFP results to the City Council in late spring/early summer of 2026.

Desired Benefit/Outcome:
Increase the amount of property within the corporate limits available for development. This objective aligns with Proposition Action and a previous action plan has been adopted but remained unfunded.

Strategic Focus | Technology

Action Plan | Improve IT Staffing

Purpose: Create additional capacity to deliver improved technology to the organization by adding additional staffing to the IT Department.

Goal/Objective:
The City organization has grown in terms of the number of employees and in complexity with new technology tools. To allow for continued technology improvements and provide a succession plan, the addition of an Assistant IT Director is proposed for the FY26 Budget.

Action Steps:

- The City will create a job description for the Assistant Director position. The position will be evaluated for placement on the pay plan using the compensable factor framework.
- A Council Bill will be prepared to formally create the position and add it to the pay plan.
- The City will then begin to advertise and interview for the position.

Resources Required:
The FY26 budget anticipates the total cost for this position to be $131,396.

Funding Source:
General Fund Use Tax

Total Plan Cost:
Total Additional FTE: 1
One-Time Costs: $4,850
Staffing Annual Costs: $122,046
Program Annual Costs: $4,500

Timeline:

- Following approval of the budget, creation of the position and Council Bill, it is anticipated this position could be advertised in early Spring. Following interviews and onboarding, it is expected that the selected candidate could begin as early as Summer 2026.

Desired Benefit/Outcome:

- Add capacity to the IT Department so future technology improvements can be made.

Strategic Focus | Technology

Action Plan | Implement HRIS System

Purpose: The City will add a Human Resources Information System (HRIS) to help improve the management of key human resources functions such as hiring and onboarding, HR reporting, performance management, and employee self-service.

Goal/Objective:
The City lacks a true HRIS system. While the City has an ERP system for managing City finances, an HRIS system can help manage the City's workforce needs. An HRIS system will add capacity and modern functionality in the City's hiring/onboarding processes, streamline reporting to ensure compliance with labor laws, and allow for less manual work in managing employee data.

Action Steps:

- The City has already selected Bamboo HR for the HRIS platform. Following the completion of the compensation study, time & attendance implementation, the City will begin work to implement Bamboo HR.

Resources Required:
The FY26 budget includes $70,121 in funding for this program.

Funding Source:
General Fund (Information Technology Department)

Total Plan Cost:
Total Additional FTE: None
One-Time Costs: None
Staffing Annual Costs: Existing staff will implement the new technology
Program Annual Costs: $70,121

Timeline:

- Following approval of the budget, and contract amendments, the City add this feature in 2026.
- City staff will develop an implementation timeline with Bamboo HR/Central Square in the winter of 2025.

Desired Benefit/Outcome:

- Modernize HR processes by implementing an HRIS system

Strategic Focus | Maintenance

Action Plan | Beautification – Golf Course

Purpose: Improve the "quality of place" through beautification at Schifferdecker Golf Course.

Goal/Objective:
Citizen feedback expresses the desire for community beautification. Improving existing city infrastructure and assets improves the quality of place for the overall community. Schifferdecker Golf Course is a popular destination that makes a statement to those who visit. The proposed beautification project will improve the general appearance of the golf course and provide a buffer between motorists and golfers along 7th Street. Also, included in the budget is a fence around the maintenance facility to provide a beautification buffer. This project aligns with an existing Proposition Action priority.

Action Steps:
- Golf Maintenance staff will research the appropriate shrub that will grow in our region as well as give the appropriate height and width to work as a buffer and determine how many shrubs are needed to effectively provide a buffer from motorists.
- Staff will work with the Joplin Golf Club, who is donating the materials. City staff will plant the shrubs during the normal course of business operations.
- City staff will bid and install the fence around the Golf Maintenance Facility.

Resources Required:
The FY26 budget includes $-0- in funding for the 7th Street portion of this project and $40,000 for the fence.

Funding Source:
Golf Course Fund

Total Plan Cost:
Total Additional FTE: None
One-Time Costs: $40,000
Staffing Annual Costs: None
Program Annual Costs: None

Timeline:
- Following approval of the budget, the plantings will begin based on the seasonal preference for each species.
- The fence will be procured and installed by summer of 2026.

Desired Benefit/Outcome:

- Enhance the environment as you walk onto the course and while you are playing.
- Providing an environmental buffer that will give the golfers a better experience at the golf course.

Strategic Focus | Public Safety

Action Plan | Evidence Technician

Purpose: Ensure PD evidence is maintained and accounted for following best practices

Goal/Objective:
The City continues to grow and as such so does the amount of evidence collected by the Police Department. A recent CALEA site visit recommended adding an additional Evidence Technician to help ensure the proper management of evidence collected by the Police Department.

Action Steps:
With the approval of the budget, the Police Department will work with Human Resources to advertise the job opportunity.

Resources Required:
The FY26 budget includes $56,591 to fund the additional evidence technician position.

Funding Source:
General Fund (Police Department)

Total Plan Cost:
Total Additional FTE: 1
One-Time Costs: $3,350
Staffing Annual Costs: $52,741
Program Annual Costs: $500

Timeline:
The City will advertise the new evidence technician position by the end of the calendar year. Following time to advertise, interview, and onboard a new employee, it is anticipated this position could be filled as early as Spring/Summer of 2026.

Desired Benefit/Outcome:
The additional Evidence Technician position will improve staffing levels for the Police Department and help the City as it grows.

Strategic Focus | Technology

Action Plan | Upgrade GIS capacity

Purpose: Improve functionality and capability of the City's geographic information system (GIS).

Goal/Objective:
GIS is a computer system that captures, stores, analyzes, manages, and presents geographic data. This tool helps manage the maintenance, repair, and construction of infrastructure. To improve functionality, the City will seek a contract for the ESRI Advantage Program.

Action Steps:

- The City will work with ESRI to amend the current ESRI enterprise agreement to add the Advantage Program services.

Resources Required:
The FY26 budget includes $78,000 in funding for this program.

Funding Source:
General Fund (Information Technology Department)

Total Plan Cost:
Total Additional FTE: None
One-Time Costs: $78,000
Staffing Annual Costs: Existing staff will implement the ESRI Advantage Program
Program Annual Costs: $78,000 if continued past first year

Timeline:

- Following approval of the budget, and contract amendments, the City will add this feature in 2026.

Desired Benefit/Outcome:

- Collaborate with a trusted advisor who will work proactively with the City through key meetings and regular communication
- Access select support, training, consulting, and managed cloud services, as needed, to achieve your objectives
- Receive strategic advice and planning, to support your staff, introduce GIS across the City, and solve key business problems
- Utilize the full potential of GIS to improve decision-making and operational efficiency

Strategic Focus | Maintenance

Action Plan | Enhanced Maintenance of Infrastructure

Purpose: Improve the level of the maintenance of public infrastructure

Goal/Objective:
The City is in the midst of a historic effort to improve infrastructure throughout the community by leveraging ARPA funding and grants. The City has added and improved a significant amount of infrastructure including stormwater facilities, parks, trails, streets, multi-use paths, and public buildings. To maintain these new improvements, three additional positions are proposed to be added to the Public Works department. This effort aligns with a Proposition Action plan and is proposed to be funded with use tax funding from the Transportation Sales Tax.

Action Steps:
- A maintenance plan for the new infrastructure will be added to the PW Asset Management System.
- The City will advertise for an equipment operator position to serve as a crew lead, and add two additional laborer II positions.

Resources Required:
The FY26 budget includes $247,348 in funding to add this team.

Funding Source:
TST Use Tax

Total Plan Cost:
Total Additional FTE: 3
One-Time Costs: $61,000
Staffing Annual Costs: $159,348
Program Annual Costs: $27,000

Timeline:
- Following approval of the budget, the positions will be advertised in Winter 2025 with hopes of filling the positions by Spring 2026.

Desired Benefit/Outcome:
- Enhance the maintenance of new and existing infrastructure with a higher level of service.

Strategic Focus | Fiscal Management

Action Plan | Independent User Fee Review

Purpose: The City will obtain an independent user fee review to improve fiscal management, specifically resilient revenue.

Goal/Objective:
The City charges user fees across the organization to recover the costs of programs provided to specific users. In order to ensure an appropriate level of cost recovery and increase economic opportunities, hire an outside consultant to perform the biennial user fee for fiscal year 2027.

Action Steps:

- Develop an RFP for this service.
- Advertise the RFP and evaluate the responses.
- Hire a consultant to perform the user fee review.
- Update the City's current template for reviewing user fees in the future.
- Perform the review.
- Present recommendations to the City Council

Resources Required:
Funding for the consultant will be included in the FY27 budget.

Funding Source:
General Fund Use Tax

Total Plan Cost:
Total Additional FTE: None
One-Time Costs: $75,000
Staffing Annual Costs: None
Program Annual Costs: None

Timeline:

- Develop and advertise the RFP in the summer of 2026.
- Hire the consultant in November 2026.
- Consultant work will take approximately 6 months to complete.
- Present recommendations to the City Council in August/September 2027.

Desired Benefit/Outcome:

- Improve fiscal management and resilient revenue through setting appropriate user fee charges.

Strategic Focus | Public Safety

Action Plan | Public Safety Improvements

Purpose: Pursue a long-term funding mechanism to improve Public Safety (Police & Fire) pay and staffing, equipment and facilities.

Goal/Objective:
To continue improvements for Public Safety pay and staffing, equipment and facilities, the renewal of the "Prop B" half cent sales tax is needed. The half cent sales tax will provide the long-term funding needed for pay improvements and hiring of additional staff, as well as facility improvements and needed equipment.

Action Steps:
The City will work with the FOP and IAFF to identify the staffing and pay amounts for each department through collective bargaining. Once agreements with each group are ready, they will be presented to the City Council for approval. Also, a comprehensive plan will be developed for the sales tax renewal initiative. Following the approval of the collective bargaining agreement, a citizen's committee will be formed to help with public education efforts for the renewal.

Resources Required:
The cost for an election is approximately $30,000. The cost for City educational efforts is $15,000.

Funding Source:
General Fund (City Clerk Department): $30,000
General Fund Use Tax (Communications Department): $15,000

Total Plan Cost:
Total Additional FTE: Existing staff will work on the half-cent sales tax renewal initiative.
One-Time Costs: $45,000
Staffing Annual Costs: None
Program Annual Costs: None

Timeline:
The City is currently in collective bargaining negotiations. Once agreements have been reached, and the current "Prop B" tax funds it's current obligations, it is anticipated that an election could occur as soon as August 2026. Staff is also currently developing the comprehensive plan for the renewal.

Desired Benefit/Outcome:
Secure long-term funding to improve pay and staffing levels, as well as facility improvements and needed equipment for Police and Fire.

Strategic Focus | Technology

Action Plan | Technology Upgrades

Purpose: The City will implement technology improvements to help City staff become more efficient and effective.

Goal/Objective:
The City has identified various areas for improved technology across the City, which will improve services internally and externally. The identified technology improvements are as follows:

- Parks Program Registration Software
- Planning & Zoning Module Implementation
- Asset Management Software
- Online Business License Implementation

Action Steps:

- The City has already procured and begun the process of implementing the asset management software. Produce the 1st year reporting in 2026.
- Staff will work with Central Square and Bright Consulting to develop a timeline for the implementation of online business licenses.
- Parks staff identify and procure the new parks program software. Begin the implementation in early 2026 with approval of the budget.
- Planning & Zoning will develop a timeline for the training with Central Square and Bright Consulting once the budget is approved.

Resources Required/Funding Source:
The FY26 budget includes the following:

- Parks Program Registration Software - $6,000 – Parks Fund
- Planning & Zoning Module Training - $30,000 – Community Planning Fund
- Asset Management Software: $35,400 – General Fund (Information Technology Department)
- Online Business License: $-0-

Total Plan Cost:
Total Additional FTE: None
One-Time Costs: $30,000
Staffing Annual Costs: None
Program Annual Costs: $41,400

Timeline:

- All technology improvements will be started and completed in 2026.

Desired Benefit/Outcome:

- Implement technology improvements that will create efficiencies across the City.
- Implement technology improvements that will improve services for citizens and customers.

Strategic Focus | Traffic Safety

Action Plan | Signalized Intersection Detection Systems

Purpose: Continue to integrate public safety and technology with remote monitoring of traffic control issues. New signals and technology integrate into our existing traffic control systems.

Goal/Objective:
Continue to upgrade detection at signalized intersections that would benefit from improved detection systems for public safety and traffic control. The target is to upgrade this detection to at least three additional intersections.

Action Steps:
- Identify intersections that would most benefit from detection upgrade due to site and environmental conditions.
- Work with existing city vendor to identify and cost the system.
- Purchase and install improved detection for selected intersections.
- Existing Signal Technician staff will install new control devices.

Resources Required:
The FY26 budget includes Traffic Signal Interface System is $75,000 and is included in CIST Phase III. There's also $210,000 for annual Traffic Signal Upgrades.

Funding Source
Capital Improvement Sales Tax Fund

Total Plan Cost:
Total Additional FTE: 0
One-Time Costs: $75,000
Staffing Annual Costs: 0
Program Annual Cost: $210,000

Timeline:
The new detection systems will be installed at minimum of three selected intersections by end of summer 2026.

Desired Benefit/Outcome:
Improve reliability, safety, and level of service of signalized intersections.

Strategic Focus | Maintenance

Action Plan | Vacant and Dangerous Buildings (Registry and Enforcement)

Purpose: A vacant and dangerous building registry and enforcement program will incentivize property owners to act on neglected structures.

Goal/Objective:
The goal of this program is to reduce the amount of vacant and dangerous structures within the City of Joplin, improve the quality of the City's housing stock, and achieve the highest and best use of property. (see attached model ordinance).

Action Steps:

- The City will review existing ordinances and present any needed modifications to City Council for consideration.
- If new ordinances are approved, the City will advertise two new Neighborhood Improvement Officer positions.
- Staff will receive code enforcement and building inspection training
- Neighborhood Improvement, Finance, Legal, and City Administration will develop a process map and SOP for program management.
- The City will then communicate and plan for a "soft launch" of the program.

Resources Required:
The FY26 budget includes $211,144 in funding for this program.

Funding Source:
General Fund Use Tax

Total Plan Cost:
Total Additional FTE: 2
One-Time Costs: $92,800
Staffing Annual Costs: $110,514
Program Annual Costs: $7,830

Timeline:

- If the budget is approved, City staff will complete a review of ordinances and any needed amendments by Spring 2026.
- The new positions will be advertised to closely align with the approval of the proposed ordinances.
- Following advertisement, interviews, and onboarding, the goal is to fill the positions by Summer 2026. This would allow for a soft launch of the program in the fall/winter of 2026.

Desired Benefit/Outcome:

The City seeks to reduce the amount of vacant and dangerous structures within city limits.

BILL NO. 25001 **ORDINANCE NO. _____**

AN ORDINANCE ESTABLISHING CHAPTER 507 OF THE MUNICIPAL CODE OF THE CITY OF ALBANY, MISSOURI REGARDING THE REGISTRATION OF VACANT OR ABANDONED PROPERTIES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ALBANY, MISSOURI, AS FOLLOWS:

Section 1: Chapter 507 of the Municipal Code of the City of Albany, Missouri is herby established and the corresponding sections outlining the contents of said Chapter are stated in subsequent sections of this Ordinance.

Section 2: Aforementioned Chapter 507 shall be titled Registration of Abandoned or Vacant Properties.

Section 3: Section 507.010 is hereby established as follows:

Section 570.010. Definitions.

For the purposes of this Chapter, certain terms are hereby defined.

ACCESSORY BUILDING – A subordinate structure on the same premises as the main structure, the use of which would be naturally and normally incidental to that of the primary structure, whether the primary structure is an abandoned structure or not, such as, but not limited to, a garage, barn or storage shed.

CODE OFFICIAL – The Building Inspector, Code Enforcement Officer, or designee.

OWNER – Any person with a legal or equitable ownership interest in the property.

SECURED – A building which has all points of entry into the property either:

1. Closed by use of windows and doors which are in proper working order, intact, without holes, broken elements, and are locked; or

2. Are secured in compliance with this Chapter.

UTILITIES AND SERVICES – Shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City Codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, and snow removal.

VACANT PROPERTY – Any building, including any accessory buildings, which:

1. Has been unoccupied for a period of at least six (6) months; and

2. Which also meets at least two (2) of the following conditions:

    a. Is unsecured;

    b. Is fire damaged to an extent which prohibits safe human occupancy;

    c. Is the site of loitering or vagrancy;

    d. Demonstrates a lack of property maintenance and upkeep as evidenced by one (1) or more violations of the city code;

    e. Has been boarded up at door, window, roof, or other opening for at least ninety (90) days;

    f. Has real property taxes in arrears to the City of Albany for a period of time exceeding three hundred sixty-five (365) days;

    g. Has water and/or electricity disconnected;

    h. Is structurally unsound; or

    i. Is a potential hazard or danger to the public or any person occupying the building.

Section 4: Section 507.020 is hereby established as follows:

Section 507.020. Vacancy Registration Procedure.

A. The Code Official shall investigate any property which is reported or appears to be vacant. Based upon his or her findings, the Code Official shall determine if a property is vacant and meets the criteria defined in the Chapter, and will then add the property to the registry, making it subject to a registration fee. The owner(s) of a vacant property shall pay a vacancy fee for the time during which such property remains vacant.

B. The Code Official shall promptly notify the owner(s) of the registered property by mail at their last known address according to the records of the City of Albany and Gentry County, Missouri. Such notice shall state:

1. A description of the property to be registered;

2. A description of the vacant property criteria found on the property;

3. The fact that a semi-annual registration fee has been levied on the property; and

4. The amount of the semi-annual vacancy registration fee.

C. Within thirty (30) calendar days of the date of the notice, the owner may object to the registration, or address any issues on the property that may be necessary to remove the property from the vacancy registration under this Chapter and may request an inspection of the property and waiver of the registration fee. Upon receipt of such a request, in writing, which sets out the reasons claimed by the owner as to why the registration fee should be waived, the Code Official may, after re-inspection if it is found the property is not vacant, waive the fee so long as the property does not meet the requirements to be registered.

D. Within thirty (30) calendar days of the date of such notification or within thirty (30) calendar days of the date of determination if reconsideration is denied by the Code Official, the owner(s) may appeal the decision to the Board of Aldermen. The decision of the Board of Aldermen shall constitute a final administrative decision pursuant to Chapter 536, RSMo. The property owner(s) may appeal the decision to the Circuit Court of Gentry County, Missouri, within thirty (30) days of the date of the decision.

Section 5: Section 507.030 is hereby established as follows:

Section 507.030. Registration Fee.

A. Amount of Fee. Registration fees shall be established by the Board of Aldermen in compliance with Section 67.399, RSMo. Registration fees under this Chapter are assessed on a semi-annual basis at a fixed rate of not to exceed two-hundred dollars ($200.00) for owners of residential property and on primary floor square footage for commercial property.

B. Owner Responsibility. It shall be the joint and several responsibility of each owner of property registered pursuant to this Chapter to pay the semi-annual registration fee due January 1 and July 1 of each year the property remains vacant and subject to the registry.

C. Accrual of Fee. The registration fee shall begin to accrue at the beginning of the second calendar quarter after the Code Official's registration and shall be prorated from that time until the next semi-annual period begins. Ther property owner shall have the right to appeal the decision to the Board of Aldermen within thirty (30) days of notification of registration of the property. If the owner files an appeal with the Board of Aldermen, registration fees shall continue to accrue and be payable during the pendency of any such appeal.

D. Billing Procedures – Late Penalties. The City of Albany shall mail a bill for the semi-annual owner's last known address. The fee shall be due on the date specified. If an owner fails to pay the fee assessed for such property within thirty (30) days of the due date, a late payment fee equal to twenty-five dollars ($25.00) shall be assessed for each month during which the fee remains unpaid.

E. Failure to Pay Fee Unlawful. It shall be unlawful for any owner of property registered pursuant to this Chapter to fail to pay the registration fee imposed for such property. Any person found guilty of failing to pay any required fee shall incur penalties as provided in Section 100.040 of the Municipal Code of the City of Albany, Missouri.

F. Collection of Delinquent Fees; Lien On Property And Other Effects Of Delinquent Fees; Foreclosure Proceedings.

1. Action to Recover. In addition to any other penalties provided by law, the City of Albany may initiate and pursue an action in a court of competent jurisdiction to recover any unpaid fees, interest, and penalties from any person liable therefore and, in addition, may recover the cost of such action, including reasonable attorney fees.

2. Lien on Property. Any unpaid or delinquent fees, interest and/or penalties, whether or not reduced to judgment, shall constitute a lien against the property for which the fee was originally assessed until the same shall be fully satisfied. The City Clerk is authorized to take all steps necessary to file and perfect such liens as may be required or directed by the Code Official from time to time.

3. Obtaining Permits Prohibited. In addition to any other penalties provided by law, if an owner fails to pay the fee assessed for such property, including any late payment fee subsequently imposed, said owner shall not be permitted to apply for, obtain or renew any City license or permit of any kind until such delinquency has been satisfied.

4. Foreclosure. Any registration fees which are delinquent for a period of three (3) years shall be subject to foreclosure proceedings in the same manner as delinquent real property taxes. The owner of the property against which the assessment was originally made shall be able to redeem the property only by presenting evidence that the violations of the applicable city code cited by the Code Official have been remedied and presenting payment of all fees and penalties.

5. Sale of Property. Upon bona fide sale of the property to an unrelated party, the lien on such property for the registration fees shall be considered released and the delinquent registration fee forgiven.

Section 6: Section 507.040 is hereby established as follows:

Section 507.040. Owner's Duty to Maintain and Secure.

A. All properties must be secured upon qualifying as a vacant property. An order by the Code Official to secure the vacant property shall be complied with by the owner within ten (10) calendar days of receipt of such order. If the property is not secured within that time period, then, after giving the owner notice and an opportunity for a hearing in the same manner prescribed in this Chapter, the City of Albany may enter and secure the property and bill the owner for all costs incurred, including service fees and administrative costs. The amount so billed may be assessed as a lien against the property and shall also be a personal debt against the owner of the vacant property.

B. On all accessible points of entry on a vacant property, the property shall be secured by use of an appropriate sheeting of a thickness to preclude breaking and entering, and secured using an appropriate mounting system, such that all exterior openings suitable for animal or human entry are eliminated.

C. Sheeting or other material not typically made for the type of exterior opening shall only be considered a temporary remedy and may only be used to meet the standards of security contained in this Section for a maximum of ninety (90) days.

D. The property registered shall be maintained at all times in a manner to not be a nuisance under Chapter 220, or a dangerous building under Chapter 505, of the Municipal Code of the City of Albany.

Section 7: Section 507.050 is hereby established as follows:

Section 507.050. Right of Entry and Inspection After Initial Entry.

If any vacant property secured by the City of Albany subsequently becomes unsecured, the City of Albany shall be permitted to re-enter and re-secure the property or to conduct necessary inspections to ensure compliance with the requirements of the Chapter and to determine if there are any emergency or hazardous conditions.

Section 8: Section 507.060 is hereby established as follows:

Section 507.060. Reuse and Occupancy.

No vacant property shall be reoccupied and the municipal utilities connected until inspected and found to be in full compliance with all applicable codes.

Section 9: Section 507.070 is hereby established as follows:

Section 507.070. Responsibility for Violations.

Notice of all nuisances, housing, building and related Code violations shall be provided, in writing, to the owner(s) and thereafter, it shall become the owner's responsibility to bring a vacant property into compliance with all applicable codes. If the owner sells, transfers, or conveys the property, the transferring owner shall notify the new owner of the designation of a vacant property and the new owner shall, not later than thirty (30) calendar days after the sale closing date, correct the conditions to remove the property as vacant and any immediate action shall be taken that threatens public safety.

Section 10: This Ordinance shall be in full force and effect from and after its passage and approval.

THIS ORDINANCE was passed by the Board of Aldermen of the City of Albany, Missouri, this 21st day of January, 2025.

_____
Barbara Murray, Mayor

ATTEST:

_____
Jill Cottrill, City Clerk

Strategic Focus | Technology

Action Plan | Website

Purpose: A new website offers the opportunity to improve communication and technology.

Goal/Objective:
Improve the City's technology infrastructure through the development of a new website. The new site will be designed to modernize key business functions, while building public trust by making public information easier to find and access.

Action Steps:
- City staff will draft an RFP to hire a website developer as a consultant
- Website developer will design new website(s) and transition content to a single CMS platform from which multiple sites can be managed.
- City staff with content responsibilities will be trained on proper usage of the new site.

Resources Required:
The FY26 budget includes $200,000 in funding for website development and technology implementation consulting services from the Communications Use Tax budget. Additionally, a portion of the new website will be funded through the REO grant.

Funding Source:
General Use Tax (Communications Department): $200,000
REO Grant: TBD

Total Plan Cost:
Total Additional FTE: None
One-Time Costs: $200,000 (An additional amount will be reimbursed through the REO grant)
Staffing Annual Costs: Existing staff will work with the consultant
Program Annual Costs: TBD

Timeline:
- RFP to be advertised in August/September and tentatively plan to present RFP results to City Council by November.
- Anticipated the web developer will require 6-10 months to complete the scope of work.
- Aim to launch new website in summer 2026.

Desired Benefit/Outcome:

The new website will improve the City's ability to communicate with citizens, as well provide a platform to better conduct business with the City.

JOPLIN CITY COUNCIL
AUGUST 4, 2025
MEETING MINUTES

CALL TO ORDER
The August 4, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Emily Frankowski, Cornell Complex

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

PRESENTATIONS
Joplin Area College Proclamations
Mayor Cortez presented the proclamations.

Allo Update
A representative from Allo presented.

Joplin Sports Authority Quarterly Update
Jared Bruggeman, presented.

Updates to the Capital Improvement Sales Tax Program and to the Stormwater Sales Tax Program
Jeremy Hagerman, Assistant Director of Public Works -Engineering presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS
Kaylann Loraine addressed the Council regarding environmental concerns for Prospect Village site.

Gary Wofford addressed the Council regarding parking and crosswalks at Landreth Park.

PUBLIC HEARINGS

Public Hearing procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-274

Mayor Cortez opened the Public Hearing
Sam Heinke spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-274

Mr. Lawson introduced Council Bill No. 2025-274 - 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-3 (Multi-Family Residential) property as described below and generally known as 912 S Sergeant Ave, Joplin, Jasper County, Missouri. (Planning and Zoning Commission recommend to amend the request to R-2 and Approval) Motion by Mr. Lawson, second by Mr. Bard to amend Council Bill No. 2025-274. Ms. Carlin asked for a point of clarification. Upon discussion, Mr. Lawson withdrew the previous motion to amend.

Motion by Mr. Lawson, second by Mr. Copple that Council Bill 2025-274 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-275

Mayor Cortez opened the Public Hearing
Sam Heinke spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-275

Mr. Copple introduced Council Bill No. 2025-275 - 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 generally known as 1001 S McKinley Ave, Joplin, Jasper County, Missouri. (The Planning and Zoning Commission recommend approval) Motion by Mr. Copple, second by Mr. Jackson that Council Bill No. 2025-275 be placed on first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1.

CONSENT AGENDA

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

Minutes of the July 21, 2025 City Council Meeting

COUNCIL BILL NO. 2025-129 - AN ORDINANCE authorizing the approval of the 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-095.**

RESOLUTIONS

RESOLUTION NO. 2025-009

Mr. Lawson introduced Resolution No. 2025-009 - A Resolution creating a nine (9) member Charter Review Commission for the City of Joplin; and, defining the purposes, membership and duties thereof.

Discussion ensued; the appointed members are:

Former Mayors
Mr. Phil Stinnett
Mr. Mike Seibert
Ms. Melodee Colbert-Kean
Mr. Ryan Stanley

Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1.

Chairperson
Mr. Chuck Brown, Former City Attorney

Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1.

At Large Members
Mr. Dan Pekarek
Mr. Rob O'Brian
Mr. Morris Glaze
Ms. Diane Reid-Adams

Motion by Mr. Jackson, second by Mr. Bard to remove sentence 2 section 3. Voting in favor were Council Members: Bard, Farnham, Jackson, 3. Nays: Carlin, Copple, Cortez Lawson and Shaw, 5. Absent: DeTar, 1. Motion failed.

Motion by Mr. Lawson, second by Mr. Copple to approve Resolution No. 2025-009 and to approve the list of appointed members as read by the City Clerk. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-135

Mr. Copple introduced Council Bill No. 2025-135- AN ORDINANCE approving Work Authorization AMA-OC-025-006 with Allgeier Martin and Associates, Inc. (AMA) in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 dollars ($175,000.00) for professional engineering services for the I-44 Culvert and Silver Creek Detention Study project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill 2025-135 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1. **Ordinance No. 2025-096.**

COUNCIL BILL NO. 2025-529

Mr. Copple introduced Council Bill No. 2025-529-AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Josephine Waterford, for the sale of one parcel located East of 813 Central Street, totaling approximately 660 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Bard, that Council Bill 2025-529 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1. **Ordinance No. 2025-097.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-133

Mr. Jackson introduced Council Bill No. 2025-133 - AN ORDINANCE approving the City of Joplin to enter into an agreement and work authorization with Horner & Shifrin, Inc. in the not to exceed amount of Fifty-Three Thousand Three Hundred and 00/100 dollars ($53,300.00) for review of the Prospect Village Development's Stormwater and Floodplain design & submittals and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting an effective date. Motion by Mr. Jackson, second by Dr. Farnham, that Council Bill 2025-133 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1. The Bill was read as Council Bill No. 2025-133.

COUNCIL BILL NO. 2025-134

Mr. Lawson introduced Council Bill No. 2025-134- AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); 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. Jackson, that Council Bill 2025-122 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1. The Bill was read as Council Bill No. 2025-134.

COUNCIL BILL NO. 2025-451

Mr. Jackson introduced Council Bill No. 2025-451- AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Seven Hundred Forty-Nine Thousand, Two Hundred Ninety Four Dollars and no Cents ($749,294.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill 2025-451 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1. The Bill was read as Council Bill No. 2025-451.

SECOND AND THIRD READING

COUNCIL BILL NO. 2025-131

Mr. Copple introduced Council Bill No. 2025-131- AN ORDINANCE approving a construction agreement with Goins Enterprises in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 dollars ($152,517.00) for the Justice Center Sidewalks 2025 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. Copple, second by Ms. Carlin that Council Bill No. 2025-131 move to second reading, advance to third and pass. Voting in favor were Council Members: Carlin, Copple, Cortez, Farnham, Lawson and Shaw, 6. Nay: Bard, Jackson, 2. Absent: DeTar, 1. **Ordinance No. 2025-098.**

UNFINISHED BUSINESS

NEW BUSINESS

Set Date for Public Hearing on FY2026 Proposed Budget for August 18, 2025

Motion by Mr. Lawson, second by Mr. Bard, that the Public Hearing date for the FY 2026 Proposed Budget be set for August 18, 2025. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1.

Set Date for Public Hearing on Property Tax Levy for August 25, 2025

Motion by Mr. Copple, second by Dr. Farnham, that the Public Hearing date for the Property Tax Levy be set for August 25, 2025. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore and confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter; as set forth in Section 610.021 (2)(18) 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. Lawson, second by Dr. Farnham, that Council adjourn into closed session. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, Farnham, Jackson, Lawson and Shaw, 8. Absent: DeTar, 1.

The meeting was adjourned at 8:26 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-133 Consulting Agreement and Work Authorization between the City of Joplin and Horner & Shifrin, Inc. for the review of the Prospect Village Development's Stormwater and Floodplain design.

MEETING DATE
August 4, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Council Bill 2025-133; Agreement; work Authorization; Scoring 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 to enter into an agreement and work authorization with Horner & Shifrin, Inc. in the not to exceed amount of Fifty-Three Thousand Three Hundred Dollars ($53,300.00) for the review of the Prospect Village Development's Stormwater and Floodplain design.

BACKGROUND
With the Council's approval of the CID and progression of the Prospect Village Development, Public Works needs to review the design and submittals for stormwater and floodplain developments. This will include the review of federal and state permits and submittals for environmental and floodplain concerns. This project will be modifying and working in the floodway of a mapped stream and large detention facilities. This coupled with Rangeline Road and 20th Street being directly downstream and staff being near full capacity with other projects; staff sought a consultant to take on this work with the heavy modeling needed. Staff advertised a Request for Qualifications from consultants to perform this work with two firms responding. Both Statements of Qualifications were scored with Horner & Shifrin, Inc. scoring the best. Public Works received and reviewed the Scope and Fees and found it acceptable for recommending approval.

FUNDING SOURCE
This item will be funded by the Stormwater portion (Economic Development Project) of the Parks & Stormwater Sales Tax.

RECOMMENDATION
Staff recommend approval of Council Bill 2025-133 on first reading.

RFQ SCORING SHEET

	Max Score	Scorer	K&H	H&S	N/A
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	20	1	17	18	
		2	18	19	
		3	14	18	
		4	17	18	
		5			
		Subtotal	16.5	18.25	
Consultant's Relevant Experience. The Firms overall experience with similar projects.	30	1	28	29	
		2	27	28	
		3	22	25	
		4	28	29	
		5			
		Subtotal	26.25	27.25	
Project Team. Qualifications of staff to be assigned, education, position in firm, and years of experience will be considered.	30	1	28	27	
		2	28	28	
		3	24	28	
		4	28	29	
		5			
		Subtotal	27	28	
Approach. Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship, and general approach to the project.	20	1	19	19	
		2	17	18	
		3	15	19	
		4	16	19	
		5			
		Subtotal	16.75	18.75	

Total	76.5	92.25

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		**Name :** Horner & Shifrin **Address:** 3300 S Market St, Ste 405 Rogers, AR 72758-8197	
Attention: Jeremy Hagerman, PE		**Attention:** Ryan J Mills, PE, CFM	
Department: Public Works		**Phone:** 479.398.7250	**Fax:**
Phone: 417.624.0820 ext:	**Fax: 417.624.4620**	**Project:** Prospect Village Stormwater & Floodplain Review	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of 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*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports, as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. Engineer 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 Engineer 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. 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, though City will attempt to so notify any such assignee.

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

10. **Discrimination.** Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**. Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. Engineer shall procure and maintain during the life of this contract:

a. If Engineer 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 351.572 RSMo.

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.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. Engineer 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **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.

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

REVIEWED FOR APPROVAL

_____
Jeremy Hagerman, PE, Assistant Director of Public Works, Engineering

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: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Horner & Shifrin Address: 3300 S Market St, Ste 405 Rogers, AR 72758-8197	
Attention:		Attention: Ryan J Mills, PE, CFM	
Department:		Phone: 479.398.7250	Fax:
Phone: 417.624.0820 ext: 1538	**Fax: 417.624.4620**	Project: Prospect Village Stormwater & Floodplain Revie	

WORK AUTHORIZATION NUMBER H&S-OC-025-001

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _____

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

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

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number H&S-OC-025-001 exceed the sum of Fifty-Three Thousand Three Hundred and 00/100 Dollars ($53,300.00.

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 always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2025, 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

f. Notice. 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

_____
Jeremy Hagerman, PE, Assistant Director of Public Works - Engineering

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: _____

COUNCIL BILL NO. 2025-133 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a consulting agreement and work authorization with Horner & Shifrin, Inc. in the amount of Fifty-Three Thousand Three Hundred and 00/100 dollars ($53,300.00) for review of the Prospect Village Development's Stormwater and Floodplain design and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the City of Joplin enter into a consulting agreement and work authorization with Horner & Shifrin, Inc. in the amount of Fifty-Three Thousand Three Hundred and 00/100 dollars ($53,300.00) for review of the Prospect Village Development's Stormwater and Floodplain design, 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 Horner & Shifrin, Inc.

Section 3. That upon the final approval and acceptance of the consultant'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 Stormwater portion (Economic Development Project) of the Parks & Stormwater Sales Tax.

Section 4. That this Council Bill shall have an effective date of August 19, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-133 **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Stormwater portion (Economic Development Project) of the Parks & Stormwater Sales Tax.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-134: Operating Assistance Grant Agreement.

MEETING DATE
August 4, 2025

ORIGINATING DEPARTMENT
Public Works

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

ATTACHMENTS
Council Bill No. 2025-134; Agreement from Missouri Highways and Transportation Commission.

SUMMARY
Approval of an Ordinance authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for State funds of Sixty Thousand One Hundred Thirty-One and 61/00 Dollars ($60,131.61) to be used for operating assistance for the Metro Area Public Transit System (MAPS).

BACKGROUND
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Organization (MPO) and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the MPO. Additionally, the Federal Transit Administration (FTA) reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $60,131.61 in grant funds during the period of July 1, 2025 to June 30, 2026.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-134 on first reading.

CCO Form: MO79
Approved: 06/96 (RMH)
Revised: 12/24 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE TRANSIT ASSISTANCE GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of Sixty thousand one hundred thirty one dollars and sixty one cents ($60,131.61) during the period from July 1, 2025, to June 30, 2026.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement,

the Commission may inspect, copy, and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying, or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

DRAFT

(7) ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the Grantee shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The Grantee is required or will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or has been, in violation of any of the terms of this Agreement.

(11) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

DRAFT

(12) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 USC §12101, *et seq.*).

(13) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

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

(15) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(18) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(19) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

DRAFT

(A) To the Grantee:
City of Joplin
123 S. Main
Joplin, MO 64801
Facsimile No.:417-625-4747

(B) To the Commission:
Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102
Facsimile No.:573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[The remainder of this page left intentionally blank]

DRAFT

COUNCIL BILL NO. 2025-134 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); 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, Missouri, as follows:

Section 1. That an agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for state funds in the amount of Sixty Thousand One Hundred Thirty-One 61/100 Dollars ($ 60,131.61) to be used for operating assistance for the Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley, attached hereto and incorporated herein as Exhibit 1.

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

Section 3. That the City of Joplin, Missouri, understands that the grant funds do not require a local match.

Section 4. That this council bill shall have an effective date of August 19, 2025.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2025, by a _____ vote.

_____

ATTEST: Keenan Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-274 – Rezoning

MEETING DATE:
August 4, 2025

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 021-25: 912 S Sergeant – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) – Compass West, LLC

BACKGROUND:

The owner wishes to build either a two-unit home duplex or a single-family home on the lot. There used to be a home in this location, but it was legally non-conforming. In order for the property owner to rebuild, they need to secure the proper zoning. Due to the smaller lot size, this being an established neighborhood, and the surrounding zoning districts, staff recommend that R-3 is the highest and best use for the subject property.

The Planning and Zoning Commission recommended that the zoning be changed to R-2. City staff does not recommend this, as the Joplin Development Code requires the minimum lot size for an R-2 zoning district to be 7,800 square feet, which this lot does not meet. Rezoning to R-2 will create a substandard lot and will not allow the applicant to construct his proposed use (two-unit home duplex). R-3 is a higher density zoning that permits single-family homes and homes with multiple units built to the same scale and form as the surrounding neighborhood. The difference between a two-unit home duplex and a suburban duplex is that a two-unit home still looks like a single home from the outside, while a suburban duplex looks like two separate homes that share a common wall. This is one of the changes the City adopted when we went to a form-based code (which puts a heavier emphasis on compatible building design based on contexts), in contrast to our previous code, which followed the Euclidian system.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Sam Hickey represented the case, and stated he wished to build a duplex on the property but needed to correct the zoning. Dr. Rosenberg asked why the request was for an R-3 District instead of an R-2, and Mr. Bellairs stated that R-3 is the compatible district with the surrounding neighborhood but that the commission can make the recommendation to change it. Ms. Phillips asked if they would be using the alley for garage access and Mr. Hickey confirmed that they were. Mr. Bellairs stated that this project will be subject to the Appendix C, Walkable Neighborhood Design Guidelines.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-274
Planning & Zoning Commission recommends amending to R-2 and approving Case 021-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 021-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name and address for the record.

Sam Hickey of 19730 HWY 43, Seneca, Missouri, on behalf of Compass West LLC, stated that the request to rezone this property is so he can build a duplex on the property. Mr. Hickey explained that he cannot do this, due to the property being incorrectly zoned.

Mr. Kimble asked the commission if there were any questions for the applicant.

Dr. Rosenberg asked Mr. Bellairs why staff were recommending R-3 instead of R-2, since the lot is only 50 feet.

Mr. Bellairs stated that R-3 is the compatible district for the other properties that are in the surrounding area and consistent with the zoning in the area. Mr. Bellairs stated that if the commission would like, they could recommend in favor of an alternative zoning.

Dr. Rosenberg asked the applicant if they planned on constructing a single-family home or duplex on the property.

Mr. Hickey stated that he had plans to construct a small duplex on the property or a single-family home.

Ms. Phillips asked the applicant if they planned on constructing garages and using the alley for access.

Mr. Hickey stated that he plans to have a rear facing garage with alley access.

Mr. Bellairs stated that this project will be subject to the Appendix C, Walkable Neighborhoods Design Guidelines.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 021-25 ON THE BASIS THAT THE REQUEST TO REZONE BE CHANGED TO R-2 (TWO FAMILY RESIDENTIAL). THIS MOTION WAS SECONDED BY MS. WARREN. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

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

Office Use Only
Case No.: 021-25
Filing Fee: $600.00
Received: 6/5/25
Date Advertised:
Proj. No.: 025-41
Public Hearing Date: 7/14/25

Applicant: Compass West LLC Phone No.: 417-661-0880
Address: 19730 Hwy 43 Seneca Email: shickey@fbhl.com
Owner: Sam Hickey (compass west) Phone No.:
Address: 19730 Hwy 43 Seneca Email:
Location of Property: 912 S. Sergeant
Present Use of Property: Vacant Lot zoned M-2
Proposed Use of Property: R-3 residential Duplex build
Current Zoning: M-2 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	M-2	residential Home
South	M-2	"
East	M-2	"
West	R-3	"

Character of the Neighborhood: residential neighborhood

Relationship to Existing Zoning Pattern:

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

If yes, explain: manufacturing in residential neighborhood seems out of place

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Sargeant in front
Alley in back

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: lot had a residential Duplex previously + has been tore down

Unique Characteristic of Property and/or Additional Comment:

vacant lot needs a home on it

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.
NA ☐	☐	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:** _____

Z&P Meeting: July 14, 2025
City Council Meeting: August 4, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 021-25 A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential)

LOCATION 912 S Sergeant Ave

APPLICANT Compass West, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	R-3
Land Use	Single-Family Home	Outdoor Storage	Single-Family Home	Single-Family Home

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Sergeant Ave	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?

The Future Land Use Plan identifies this property as Future Industrial. However, this is due to the property's proximity to the old railroad. Industrial parks used to be located along the railroad but no longer follow this pattern of development.

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

There used to be a home at this location. The entire block consists of single-family homes. The highest and best use of this property is R-3 (Multi-Family Residential).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning will not negatively impact surrounding properties. As mentioned, the entire block consists of single-family homes. The rezoning will make the subject property more compatible with the surrounding area. Once other homes on the block or demolished, they will have to rezone before they are reconstructed as well.

DISCUSSION

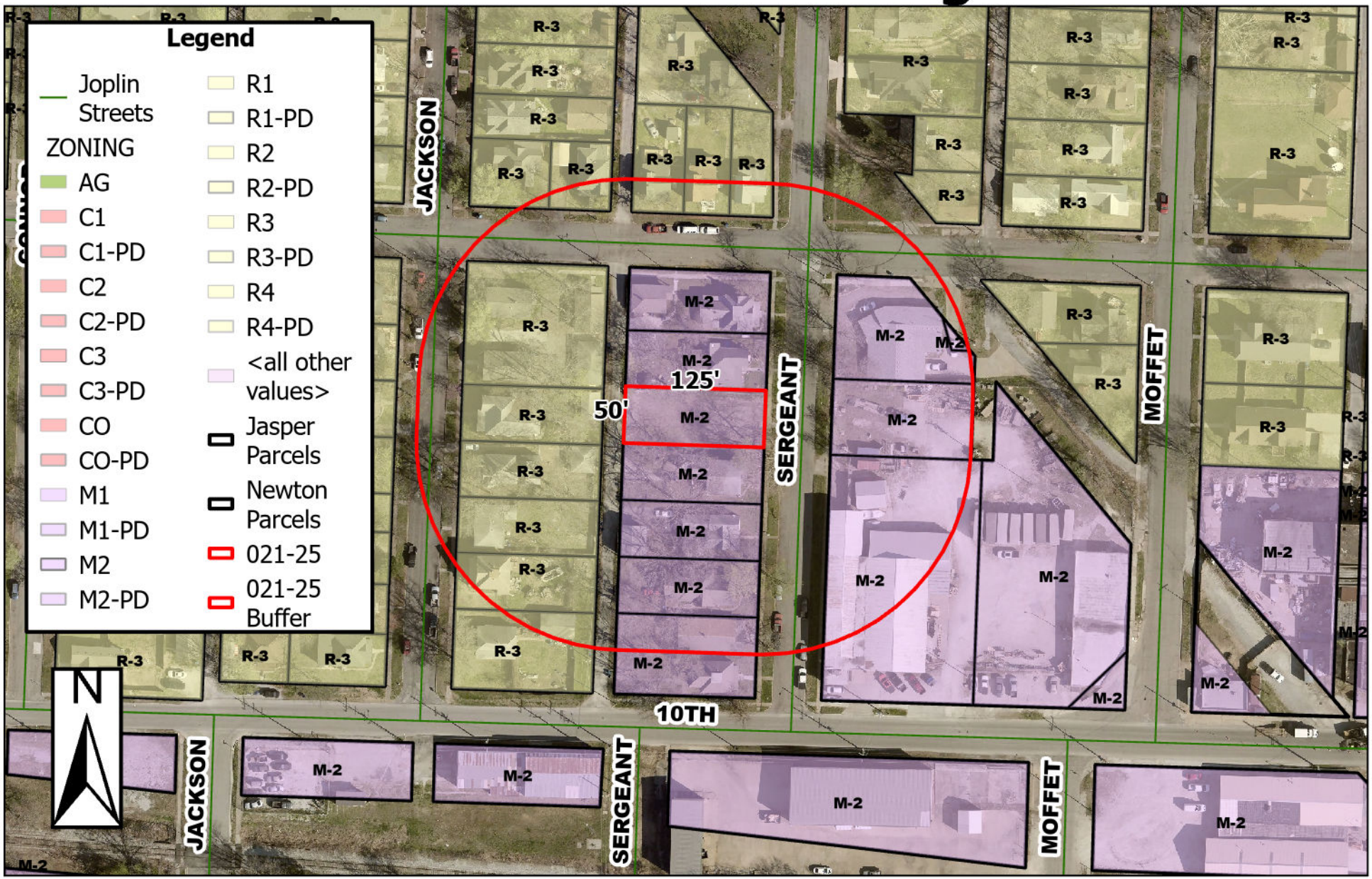
The owner wishes to build a single-family home on the lot. There used to be a home on this location, but it was legally non-conforming. In order for the property owner to rebuild, they need to secure the proper zoning. Due to the smaller lot size, this being an established neighborhood, and the surrounding zoning districts, staff recommend that R-3 is the highest and best use for the subject property.

Staff recommends approval of Case 021-25.

ENCLOSURES

- Map of property
- Application

Case 021-25: Rezoning



912 S Sergeant Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) – Compass West, LLC

P & Z Case 021-25
Compass West, LLC
(P & Z Recommended to Amend to R-2 and Approve)

COUNCIL BILL NO. 2025-274 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-3 (Multi-Family Residential) property as described below and generally known as 912 S Sergeant Ave, Joplin, Jasper County, Missouri.

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

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

All of Lot Numbered Fifty-nine (59) in Byers and Murphy's Third Addition, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Subject to easements, restrictions and reservations of record, if any.

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_____, 2025, 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:
2025-275 – Rezoning

MEETING DATE:
August 4, 2025

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 022-25: 1001 S McKinley Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Compass West, LLC

BACKGROUND:

The owner wishes to build a duplex on the lot, but the current zoning does not permit this. The requested zoning district will allow them to develop the lot. They have been informed that this neighborhood will fall under the development practices of Appendix C, to maintain the walkable and established character of the neighborhood. This means development standards will require the duplex to be constructed in a compatible manner with existing homes, and meet the criteria in Appendix C. There are existing duplexes on the East side of the alley of this block. This location is identified as low-density residential by the future land use map. R-2 is a compatible zoning district for this land use designation under the Comprehensive Plan and Zoning Districts Section (Table 4-02) of the Joplin Development Code.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Sam Hickey represented the case, stating that he seeks to build a duplex.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-275
Planning & Zoning Commission recommends approving Case 022-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 022-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name and address for the record.

Sam Hickey of 19730 HWY 43, Seneca, Missouri, on behalf of Compass West LLC, stated that the request to rezone this property is so he can build a duplex on the property. Mr. Hickey explained that he cannot do this, due to the property being incorrectly zoned.

Mr. Kimble asked the commission if there were any questions for the applicant.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MRS. KLUE-MICHAEL MADE A MOTION TO APPROVE CASE 022-25. THIS MOTION WAS SECONDED BY DR. ROSENBERG. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Z&P Meeting: July 14, 2025
City Council Meeting: August 4, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 022-25 A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)

LOCATION 1001 S McKinley Ave

APPLICANT Compass West, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.25 Acres

SITE CONTEXT

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

FUTURE LAND USE

The property is identified as Low-Density Residential in the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 10th St	Local	50′
S McKinley Ave	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?

The Future Land Use Plan identifies this property as Future Low-Density Residential. Under the 2022 Joplin Development Code, R-2 is listed as a compatible zoning district with this Future Land Use category.

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

R-2 and R-1 are both compatible with the low density residential, yet this is a significantly large property for a single-family home, based on the housing types and the contexts of this neighborhood. This lot is roughly 10,000 square feet. Based on this and the context of the neighborhood (existing development patterns), the highest and best use for this property is R-2 (Two-Family Residential).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning will not negatively impact surrounding properties. As mentioned, the property east of the alley currently has two duplexes. This property, however, is held to the City's current density standards, which will not allow more than one Multi-Family House Duplex, per 6000 square feet.

DISCUSSION

The owner wishes to build a duplex on the lot, but the current zoning does not permit this. The requested zoning district will allow them to develop the lot. They have been informed that this neighborhood will fall under the development practices of Appendix C, to maintain the walkable and established character of the neighborhood. This means development standards will require the duplex to be constructed in a compatible manner with existing homes, and meet the criteria in Appendix C.

Staff recommends approval of Case 022-25.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 022-25
Filing Fee: $600.00
Received: 6/5/25
Date Advertised:
Proj. No.: 025-42
Public Hearing Date: 7/14/25

Applicant: Compass West LLC Phone No.: 417-661-0880
Address: 19730 Hwy 43 Seneca Email: shickey@fbhl.com
Owner: Sam Hickey (Compass West) Phone No.: 417-661-0880
Address: 19730 Hwy 43 Email: shickey@fbhl.com
Location of Property: 1001 S McKinley
Present Use of Property: residential vacant lot
Proposed Use of Property: residential Duplex build
Current Zoning: R-1 Requested Zoning: R-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	R-1 resid.	R-1
South	R-1 resid.	R-1
East	R-1 resid.	R-1
West	R-2 resid.	R-2

Character of the Neighborhood: residential neighborhood

Relationship to Existing Zoning Pattern:

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

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: W 10th / S. McKinley / Alley
its a corner lot

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

I would like to build a duplex on the vacant lot

_____

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.
☐ NA	☐	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:** _____

Case 022-25: Rezoning



1001 S McKinley Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Compass West, LLC

P & Z Case 022-25
Compass West, LLC

COUNCIL BILL NO. 2025-275 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and generally known as 1001 S McKinley Ave, Joplin, Jasper County, Missouri.

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

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

TRACT 1: ALL OF LOT NUMBERED ONE HUNDRED FOURTEEN (114) IN W.G. SERGEANT AND COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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_____, 2025, 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 2025-451 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
August 04, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-451 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 City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2025-2026

BACKGROUND
This DHSS contract provides funding from the state for this program. This contract is the annual renewal of the agreement between the DHSS and the City of Joplin Health Department to provide nutritional assistance and certain medical services in connection with the Women, Infant & Children (WIC) project. The City Council has previously approved similar contracts.

The contract calls for the City of Joplin Health Department to provide WIC services that provide food instruments (e-wic cards) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding education and support and referral to other medical services for income eligible women infants and children in Jasper County for a total cost reimbursement of up to $749,294.00.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2025-2026 city budget.

The period for this agreement is October 1, 2025 through September 30, 2026 and the total anticipated reimbursement from this agreement is $749,294 No local match is required for participation in this contract.

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

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

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

Sarah Willson
Director

Mike Kehoe
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. Signature required to be an official digital signature or handwritten;
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:

    via email to Procurement@health.mo.gov

    or

    Mail to the following address:

    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:**	
58262	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2025	9/30/2026	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	64801-2208
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

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

WIC: Local Agency Nutrition Services

1. PURPOSE AND GLOSSARY

1.1 Purpose

1.1.1 The Department of Health and Senior Services' Special Supplemental Nutrition Program for Women, Infants and Children (WIC or Department) was established to provide nutrition education, breastfeeding promotion and support, nutritious supplemental food and referrals to other health and social services at no cost to eligible persons.

1.1.2 WIC serves as an adjunct to good health care during critical times of human growth and development to prevent health problems and improve the health of those served.

1.1.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of food, nutrition education, breastfeeding promotion and support and health referral services and benefits of WIC to eligible participants through qualified community agencies (Contractors), such as local public health agencies.

1.1.4 The terms of this contract are derived from the language set forth in 7 CFR 246 located at: https://www.ecfr.gov/cgi-bin/text-idx?SID=7dcc7958d3ce6fcc8b960e2bb28c39b6&mc=true&node=pt7.4.246&rgn=div5. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the Missouri WIC Operations Manual (WOM) and its updates, which are available at https://health.mo.gov/living/families/wic-portal/ and are incorporated by reference as though fully set forth herein.

1.2 Glossary of Terms and Acronyms:

1.2.1 Whenever the following terms and acronyms appear in the document, the definitions or meanings described below shall apply.

1.2.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms "Department", "state agency",

WIC: Local Agency Nutrition Services

"state", and "State of Missouri" are used interchangeably throughout the document and have the same meaning.

b. **Amendment** means a written, official modification to a solicitation or contract.
c. **Attachment** applies to all documents which are included herein to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Procurement officer** means the procurement staff member of the Department.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
g. **Contractor** means a Supplier, bidder, person, or organization who enters into a contract.
h. **Exhibit** applies to forms which are included herein for the Vendor to complete and submit.
i. **May** means that a certain feature, component, or action is permissible, but not required.
j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.
l. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
n. **Shall** has the same meaning as the word must.
o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
p. **State** collectively referring to the state government and/or the agencies thereof.
q. **Subrecipient** has the same meaning as the word, Contractor.
r. **Supplier** has the same meaning as the word, Contractor.
s. **Vendor** has the same meaning as the word, Contractor

****** END OF PURPOSE AND GLOSSARY SECTION ******

WIC: Local Agency Nutrition Services

2. SCOPE OF WORK SECTION

2.1 General Requirements:

2.1.1 The Contractor shall provide WIC Local Agency Nutrition Services for the Department of Health and Senior Services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

2.1.2 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the Contractor" throughout this document shall also be deemed to include the person/personnel provided by the Contractor.

2.1.3 The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.

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

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

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

c. Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), age, disability or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor and subcontractors receive federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

2.1.5 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.

2.1.6 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2025, through September 30, 2026.

2.1.7 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of WIC and Nutrition Services
Address: P.O. Box 570, Jefferson City, MO 65102
Phone: 573-751-6204 or 800-392-8209
Email: WICOperations@health.mo.gov

2.2 Certification:

2.2.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5), 246.7(f)(2) and WOM policies 7.1.030 and 8.1.110.

2.2.2 The Contractor shall provide services to all WIC applicants based on the participant priority system in accordance with WOM policies 8.1.070 and 8.1.080.

2.2.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list as set forth in WOM policy 7.1.040.

2.2.4 The Contractor shall certify applicants for WIC in accordance with WOM policies 3.1.030, 8.1.010-8.1.280, and 11.1.020.

2.2.5 The Contractor shall update participant records in the WIC Management Information System (MIS) as necessary, including making changes, corrections, terminations, and reinstatements.

2.2.6 The Contractor shall ensure that appropriate measures are in place to avoid conflict of interest and ensure separation of duties in accordance with WOM policies 1.1.020 and 8.1.030.

WIC: Local Agency Nutrition Services

2.3 Food Package Issuance:

2.3.1 The Contractor shall issue food packages in accordance with WOM policies 2.3.010-2.3.130 and 8.1.030.

2.4 Food Delivery/Food Instrument Accountability and Control:

2.4.1 The Contractor is responsible for maintaining food instrument accountability, issuance and security in accordance with WOM policies 1.1.030 and 8.1.080.

2.4.2 The Contractor shall issue a replacement food instrument when an authorized representative, alternate representative or proxy reports the food instrument as lost, stolen or damaged in accordance with WOM policy 1.1.030.

2.5 Nutrition Education, Breastfeeding Education and Promotion and Support Services:

2.5.1 The Contractor shall provide nutrition education, breastfeeding education and promotion and support services to participants in accordance with WOM policies 2.1.010-2.2.080, 2.4.010-2.4.110, 8.1.020, 8.1.100 and 8.1.280.

2.6 Clinic Environment, Accessibility and Services and Customer Service:

2.6.1 The Contractor shall ensure clinic access in accordance with WOM policies 7.1.050 and 11.1.020.

2.6.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding in accordance with WOM policy 2.1.020.

2.6.3 The Contractor shall ensure the accessibility of WIC services to any eligible person, including migrant farm workers and their families and homeless individuals, in accordance with WOM policies 2.3.060, 2.4.090 and 8.1.160.

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

a. Completing a Civil Rights Impact Analysis at least sixty (60) days before opening, relocating, changing hours or days of operation or closing a clinic site, satellite facility or hospital certification site. This is done by completing a Civil

WIC: Local Agency Nutrition Services

Rights Impact Analysis Template located at health.mo.gov/living/families/wic-portal/ in accordance with WOM policy 11.1.040.

b. Ensuring that continuity of WIC services is addressed in the Contractor's Emergency Response and Disaster Preparedness (ERDP) Plan in accordance with WOM policy 4.1.060.

2.6.5 The Contractor shall provide voter registration services and ensure that services are made available in accordance with the National Voter Registration Act (NVRA) of 1993 and WOM policies 8.1.150 and 8.1.280.

2.6.6 The Contractor shall identify, in a highly visible manner, where WIC services are located at each Contractor's site using fixed or portable signage to direct WIC participants to the clinic.

a. Outside signage shall be visible from the street.

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

2.6.7 The Contractor shall have a written procedure for handling participant complaints and grievances, including, but not limited to, the WIC program or the participant's experience while visiting the Contractor's clinic. The procedure must be approved by the Department as part of the Local Agency Plan (LAP).

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

2.6.9 The Contractor shall ensure WIC staff do not share individual user identification or passwords to the data systems in accordance with WOM policy 3.1.040. Sharing individual user IDs or passwords will result in a security breach. The Contractor shall perform verification and updates and report all security breaches immediately to the WIC applications program security officer.

2.6.10 The Contractor shall ensure good customer service by:

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

b. Ensuring the Contractor has an adequate number of staff to answer phones and respond to email inquiries in a timely and professional manner. If staff are not available, the Contractor shall have an answering system and must return calls and respond to emails from participants the next clinic day;

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

d. Ensuring all staff representing the WIC program exhibit respectful behavior to any individual or entity interacting with the WIC program, including, but not limited to, authorized WIC retailers, other local and state agency staff, health care professionals, applicants and participants; and

e. Providing WIC applicants, participants, authorized representatives, alternate representatives and proxies with hearing, vision, speech and mental impairments and foreign language barriers communications systems at no cost to them in accordance with WOM policy 11.1.020.

2.6.11 If the Contractor fails to ensure good customer service, the Department may choose not to enter into a new contract with the Contractor at the expiration of the current contract as outlined in 7 CFR 246.6(a).

2.7 Clinic Management and Coordination:

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

2.7.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when referrals to health services are provided in accordance with 7 CFR 246.6(b)(5).

a. The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.6(d) and/or (e). The Department shall approve

the signed agreement as part of the LAP and the signed agreement shall be kept on file at the Department and with the respective Contractor.

2.7.3 WIC funds shall not be used to reimburse other health agencies or private physicians for pediatric and obstetric care services.

2.8 Assessment, Planning and Evaluation:

2.8.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the WIC applications or other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines in WOM policy 10.1.040 and 7 CFR 246.19(b)(6).

2.8.2 The Contractor shall develop a LAP for WIC services in accordance with WOM policy 4.1.050. The Contractor shall monitor the progress of all initiatives and allocations in the LAP throughout the contract period to ensure compliance.

a. If the Contractor wishes to continue to provide WIC services for the following contract period, it shall submit a complete LAP including all required elements by September 1 of the current contract period.

    1) The Contractor's failure to submit a complete LAP by the due date and receive approval may delay the issuance of a new contract and the processing of monthly invoices.

b. The Contractor shall identify their goals, objectives and strategies in the LAP. Goals must be written in the SMART (Specific, Measurable, Achievable, Relevant and Time-Bound) format. SMART format information can be found at https://health.mo.gov/living/families/wic-portal/.

c. The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population in accordance with WOM policy 7.1.010. The outreach plan must be approved by the Department as part of the LAP. The plan shall include, but not be limited to:

    1) An active outreach referral network with community partners that serve similar populations that are potentially eligible.
    2) At least one outreach activity.

3) Activities should target potentially high-risk individuals and individuals who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.

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

2.8.4 The Contractor shall attempt to contact any prenatal applicant who missed their initial appointment to determine WIC eligibility and shall document such contacts in accordance with WOM policy 8.1.110.

2.8.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period and when significant WIC changes have occurred that affect the local population and participants, such as a change in clinic hours or closing of a satellite clinic, in accordance with WOM policy 11.1.020.

2.9 Staffing:

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

2.9.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

a. A WIC coordinator who is responsible for coordinating and ensuring that the Contractor's services are managed and provided in the most effective and efficient manner possible. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 4.1.010, 7 CFR 246.3(f) and 246.6(b);

b. A nutrition coordinator who is a qualified nutritionist and is responsible for coordinating nutrition services. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 2.4.040 and 7 CFR 246.11(d);

c. A breastfeeding coordinator with knowledge and experience to support, develop, and implement all breastfeeding services. Minimum qualifications, duties performed, and training requirements are defined in WOM policy 2.1.010 and 7 CFR 246.11(c) and (d);

d. A nutritionist who is responsible for conducting nutrition assessments, assigning risk factors and providing appropriate nutrition and breastfeeding education and counseling as defined in WOM policy 2.4.030 and 7 CFR 246.11(c) and (d);

e. A retailer contact person, to collaborate with the Department retailer unit to ensure authorized WIC retailers have a local contact person for questions regarding food benefit redemptions as defined in WOM policies 1.1.010 and 4.1.010 and 7 CFR 246.12(r)(3);

f. A competent professional authority (CPA) who is responsible for obtaining and entering participant certification data into the MIS, prescribing foods and formulas and providing nutrition and breastfeeding education and may assist with supervision of the WIC certifiers as defined in WOM policy 2.4.050; and

g. A NVRA liaison who is responsible for training new employees, periodically observing clinic staff to ensure the requirements of NVRA are understood and met and an adequate supply of registration applications are available at all clinic sites as defined in WOM policies 4.1.010, 8.1.150, 8.1.280 and 7 CFR 246.3(f).

2.9.3 The Contractor may employ a registered dietitian, health professional assistant and administrative or clerical staff to assist with the WIC certification process in accordance with WOM policies 2.4.060, 2.4.070 and 4.1.020.

2.10 Training and Technical Assistance:

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

a. The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location as defined in WOM policy 5.1.050.

2.10.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC policies and procedures as the Department determines necessary.

WIC: Local Agency Nutrition Services

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

2.10.4 The Contractor shall ensure civil rights compliance as defined in WOM policy 11.1.010 and 7 CFR 246.8 in all aspects of their WIC operations.

2.11 Equipment/Software:

2.11.1 The Contractor shall maintain an inventory list of all equipment, resources and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor, as required in WOM policy 3.1.010. All equipment, resources and software purchased with WIC funds by the Contractor and purchased by the Department and provided to the Contractor belong to the Department and must be returned to the Department if the Contractor no longer provides WIC services.

a. Multi-user electric breast pumps loaned to participants; and

b. Items having a value of three hundred dollars ($300.00) or more and having a useful life of one year or more.

2.11.2 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds in accordance with WOM policy 3.1.010.

a. The Contractor shall maintain and make available all signed and completed Department Non-Expendable Property Transfer/Reassignment forms (DH-60) in order to ensure accountability for equipment disposal in accordance with WOM policy 3.1.010.

b. The Contractor shall notify the Department if the Contractor has any damaged or faulty equipment in accordance with WOM policy 3.1.020.

2.11.3 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC funds or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC services, meet Department requirements and specifications, are properly maintained and repaired and kept secure from theft or vandalism in accordance with WOM policy 3.1.020. The Department prefers Contractors not

reimage a computer; however, if the Contractor does reimage a Department provided computer, the Contractor shall notify the Department immediately.

a. At the discretion of the Department, the Contractor may be required to assume routine maintenance, troubleshooting, and repair services of all hardware purchased by the Department, including, but not limited to, virus scans, software updates, and hardware replacements in lieu of State of Missouri information technology (IT) support. During such transition of maintenance, the Department's WIC Help Desk, to the extent possible, will assist the Contractor in troubleshooting hardware issues and WIC applications for all Department purchased equipment. The Contractor may seek an alternate IT support vendor or in-house technology support service. The Department will provide written notice to the Contractor of such transition of support service.

b. If the Contractor's staff experience issues while using a modified or reimaged computer issued by the Department, the Department's WIC Help Desk will provide limited remote support within the Department's business hours. All reported issues will be prioritized based on urgency of support. If the matter cannot be resolved by the Department, the resolution may be to revert to a Department imaged computer or the Contractor to resolve the issue independently at their own expense.

c. The Department's WIC Help Desk shall be available to the Contractor's IT department via telephone, email, or other contact to provide technical support with computer issues and continue to monitor the issue until it is resolved. Support may include, but is not limited to, software, hardware, peripherals and connectivity.

d. Requests for support by the Contractor's IT department shall be fulfilled based on priorities, which are solely determined by the Department by urgency and level of impact.

e. Status Definitions with Initial Response Times. Incidents reported to the Department's WIC Help Desk will attempt to be handled, when possible, within the respective time frames listed below.

    1) Critical-within 30 minutes: Catastrophic inability to complete job duties. Example: issuance of or changes to benefits, computer does not turn on or boot up properly.

2) High-within two (2) business hours: Loss of a major job duty. Example: email is not working, not connected to internet, inability to print.
3) Medium-within four (4) business hours: There is a problem to be solved, but the Contractor is still able to perform WIC services and has other options available (e.g., desktop printer is not working, but the Contractor has access to other printers).
4) Normal-within eight (8) business hours: General requests that are not time sensitive (e.g., user needs help but will not be available until a few days later).

2.11.4 The Contractor shall ensure extended administrative privileges to the Department to access all computers and devices purchased with WIC funds or that were purchased by the Department and provided to the Contractor to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for Department staff on all WIC computers.

a. The Contractor shall maintain computers and devices purchased through other funding source to conduct WIC operations. The Department will not pay for any maintenance costs associated with these computers and devices.

1) The Contractor may install the WIC applications on their non-state-purchased computers and devices if the Contractor understands that the Department cannot support the computers and devices. The Department can provide instructions on how to install the WIC applications client and provide limited remote support for an application issue.
2) If the Contractor no longer requires the WIC applications on their non-state-purchased computers and devices, the Contractor shall contact the Department to properly archive or dispose of any official local electronically stored records.

b. The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. Contractors with Department-purchased computers shall follow update guidance as directed by the Department. The Contractor shall update the anti-virus and anti-spyware software immediately as updates become available for the software used for network security.

2.11.5 The Contractor shall respond to Department requests for inventory verification of equipment and software within five (5) business days of the date of the request. Failure

to comply will result in the Department withholding the Contractor's monthly reimbursements until the Contractor is in compliance.

2.11.6 The Contractor shall use IT only for authorized WIC services.

2.11.7 The Contractor may install the WIC applications on tablets purchased with WIC funds; however, the Department may only provide limited support for the tablets.

a. The purchase and benefit of tablets cannot be solely for WIC applications usage.

2.12 Communications and Record-Keeping:

2.12.1 The Department will notify the Contractor when the WOM is updated. The updates shall be shared as soon as possible, but no later than two business days, by the Department with all Contractors.

2.12.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department.

a. The Contractor shall obtain WIC information electronically via email by subscribing to the weekly GovDelivery WIC Updates Newsletter email at https://public.govdelivery.com/accounts/MODHSS/subscriber/new?topic_id=MODHSS_30 or via hard copy by mail.

b. The Contractor shall ensure WIC staff receive information related to their role in WIC by subscribing to receive GovDelivery emails for their role via GovDelivery links at https://health.mo.gov/living/families/wic-portal/govdelivery/.

2.12.3 The Department will notify the Contractor when written acknowledgment of receipt of policy changes and commodity deliveries is required, and the Contractor shall acknowledge the policy changes and commodity deliveries within five business days or as indicated by the Department.

2.12.4 The Contractor shall ensure that its WIC coordinator, nutrition coordinator and nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecured email addresses to transmit confidential information.

2.12.5 The Contractor shall collect and report racial and ethnic data with regard to applicants, participants and potentially eligible populations through the WIC applications provided by the Department in accordance with WOM policy 11.1.020.

2.13 Other Reporting Requirements:

2.13.1 Publicity: Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

2.13.2 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.

2.14 Contract Monitoring:

2.14.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance, to include conducting on-site monitoring visits with the Contractor in accordance with WOM policy 10.1.030. If the state agency determines the Contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

a. Requiring additional, more detailed financial reports or other documentation;

b. Additional contract monitoring;
c. Requiring the Contractor to obtain technical or management assistance; and/or
d. Establishing additional prior approvals from the state agency.

2.14.2 Monitoring includes the evaluation of management, certification, nutrition education, breastfeeding promotion and support, participant services, civil rights compliance, accountability, financial management systems and food delivery systems per 7 CFR 246.19(b)(2).

2.14.3 The Department reserves the right to assess the Contractor's customer service through participant surveys, simulated participant phone inquiries (i.e., secret shopper calls) and responsiveness to inquiries received by the Department and forwarded to the Contractor. These assessments may be completed by the Department or a subcontractor to observe and evaluate the quality of the Contractor's customer service.

2.14.4 The Contractor agrees to on-site and remote monitoring from the Department to assess contract, WOM and CFR compliance.

2.14.5 The Contractor shall prepare a Corrective Action Plan (CAP) and document progress updates and verifications of corrective actions taken in accordance with WOM policy 10.1.030.

2.14.6 The Contractor shall comply with the Department's request to schedule a technical assistance (TA) on-site visit within the period requested. A minimum of one scheduled TA visit will be conducted during a contract period during which the Contractor is not being monitored.

2.14.7 When the Department determines through patterns of repeated findings, consultations or desk audits that the Contractor has failed to demonstrate efficient and effective administration of WIC or to comply with other requirements contained in this contract, the Department may withhold up to 100% of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

2.14.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM policy 10.1.050.

2.14.9 The Department has the right to penalize or fine the Contractor up to twenty-five thousand dollars ($25,000) for the misuse or illegal use of WIC funds, property or assets as set forth in 7 CFR 246.23(d).

2.14.10 The Contractor shall notify the Department of alleged participant violations and assist the Department in the investigation.

2.14.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines and civil rights compliance in accordance with WOM policy 10.1.040.

2.15 Retention of Records and Documents:

2.15.1 Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of ten years from the date of the cancellation, expiration, or termination of the contract in accordance with WOM policy 10.1.070, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.

2.16 Records:

2.16.1 The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

a. Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for three (3) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the Contractor regarding the scope of the audit.

b. The Contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.

c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.

d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

2.17 Budget and Allowable Costs:

2.17.1 The Department will reimburse the Contractor for allowable, reasonable, necessary and allocable costs incurred specifically during the contract period for the proper and efficient performance of the contract in accordance with WOM policies 5.1.010-5.1.170.

a. To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval in accordance with WOM policy 4.1.050. The Department shall not reimburse the Contractor for any costs incurred before or after the contract period. Allowable costs not

included in the LAP application process may require prior approval from the Department or those costs may not be reimbursed, at the sole discretion of the Department.

b. The Contractor shall designate staff time by cost category in the LAP in accordance with WOM policy 5.1.020.

c. The Contractor shall use the funds for only the activities and materials as budgeted and approved by the Department in accordance with WOM policy 5.1.010. This applies to all administrative funding and special funding projects as stated on the attached budget page (Attachment C). The Contractor shall request changes among budgeted categories using the Contract Amendment Form in WebGrants and obtain approval before expending funds.

2.17.2 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. Contract amounts may be adjusted to ensure appropriate funding amounts are available to the Contractor.

a. In the event of a natural disaster or other circumstances that cause a change in caseload or costs to occur, the Department shall have sole discretion to adjust the contract amount upon the written request of the Contractor in accordance with WOM policy 10.1.010.

b. The contract amount for core WIC services and any special project funding is based on the availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

2.17.3 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, administrative office costs, medical materials, facility costs, equipment purchases, computer hardware and software and nutrition education materials.

2.17.4 The Contractor shall maintain a complete, accurate, documented and current accounting of all contract funds received and expended. The Contractor shall have source documentation, an original record that proves a transaction occurred, available for review, audit and evaluation. The Contractor shall comply with Department requests for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

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2.17.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services in accordance with WOM policy 5.1.150. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly claim.

2.17.6 Indirect costs

a. 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.

b. The Contractor shall not bill the Department for indirect costs that exceed the Contractor's federally negotiated rate or, if no rate exists, then the Contractor shall not exceed 15% of the modified total direct costs as defined in 2 CFR § 200.1.

1) 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 $50,000 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 $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

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

d. In the event the Contractor's approved federally negotiated rate changes, the Contractor shall submit the new negotiated agreement to the Department at monitoring@health.mo.gov prior to submitting an invoice using the new rate.

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

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

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

b. 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.

2.17.9 The Contractor shall follow competitive procurement practices.

2.18 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.18.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.18.2 The Contractor shall submit claims monthly via WebGrants in accordance with WOM policy 5.1.010. The Contractor shall perform the services before invoicing the Department.

a. An exception to this requirement is the June claim. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

b. The Contractor shall be reimbursed in accordance with WOM 5.1.010. The Contractor shall designate staff time by category on the reimbursement request.

2.18.3 Payment:

a. The Department will pay the Contractor monthly upon the receipt and approval of a claim and report(s) prepared according to the terms of this contract.

b. The Contractor shall submit the final claim no later than December 5, 2026. The Department shall have no obligation to pay any claim submitted after the due date.

c. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx.

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

2.18.5 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

2.18.6 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.

2.18.7 If the Contractor is overpaid by the state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

2.18.8 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.

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2.18.9 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the Contractor.

******END OF SCOPE OF WORK SECTION******

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3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 Department.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

3.3.1 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), ADA is 42 U.S.C. section 1201, et seq.

3.4 Authorized Personnel/E-Verify:

3.4.1 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.

3.4.2 For work performed under the contract, the Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

3.4.3 Prior to the performance of any services, a Contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 enroll and participate in the E-Verify program.

3.4.4 The Contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. https://purch.oa.mo.gov/Vendor-information/affidavit-work-authorization-annual-renewal

3.4.5 The Contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.5 Anti-Discrimination Against Israel Act Contractor Requirements:

3.5.1 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.

3.5.2 If during the life of the contract, the Contractor's business status changes according to section 34.600, RSMo, then the Contractor shall comply with, complete, and submit to the Department an updated Exhibit **2**, Anti-Discrimination Against Israel Act Certification, which is attached hereto and incorporated by reference as if fully set forth herein.

3.6 Business Registration:

3.6.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

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3.7 Elected or Appointed Officials and Employees:

3.7.1 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.

3.8 Indemnification:

3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 Legal Proceedings:

3.9.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.9.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.9.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.10 Invoicing and Payment:

3.10.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

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3.11 Non-Appropriation of Funds:

3.11.1 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.12 Work Outside the United States:

3.12.1 Unless work outside the United States is prohibited, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.13 Open Records:

3.13.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.14 Record Access:

3.14.1 The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.15 Taxes:

3.15.1 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. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

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4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Amendment:

4.1.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.2 Termination for Convenience:

4.2.1 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:

a. The Department determines it is not in compliance with program regulations as defined in the WOM, 2 CFR 200, 7 CFR 246 or this contract; or

b. The Department determines, following a review of Contractor credentials, that another Contractor can operate the program more effectively and efficiently; or

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

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

e. A material change of the parties to the contract occurs; or

f. By request of the Contractor.

4.2.2 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.

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

b. The Department's written notice will include an explanation of the reasons for termination, date of termination and, except in cases of the expiration of the contract, the Contractor's right for appeal as set forth in 7 CFR 246.18.

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

4.2.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.3 Cancellation for Breach of Contract:

4.3.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.

4.3.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.3.3 If the Department cancels the contract for breach, the Department 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 Department deems appropriate and charge the Contractor for any additional costs incurred thereby.

4.3.4 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

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4.4 Contractor Liability:

4.4.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

c. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state’s records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

4.5 Insurance:

4.5.1 The Contractor shall understand and agree that the State of Missouri 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. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In

the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.5.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.6 Single Point of Contact and Responsibility:

4.6.1 The Contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.7 Contractor Status:

4.7.1 The Contractor shall be considered an independent Contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.8 Subcontractors:

4.8.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri 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 subcontract in those matters described in the contract between the State of Missouri and the Contractor.

4.8.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.8.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.

4.8.4 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor 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 or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and subcontractor affirmatively states that:

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

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

4.8.5 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.

4.8.6 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.

4.9 Coordination:

4.9.1 The Contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the state agency throughout the effective period of the contract.

4.10 Monitoring:

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

4.10.2 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.

4.11 Inventions, Patents, and Copyrights:

4.11.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

4.12 Confidentiality and Security Documents:

4.12.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

4.12.2 If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.12.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

a. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's/provider's subcontractors and employees.

b. 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, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

4.12.4 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. 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.

4.12.5 The Contractor shall maintain strict confidentiality of all applicant, participant or family member(s) information or records supplied to it by the Department or that the Contractor creates as a result of contract activities in accordance with WOM policy 8.1.010. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, applicant, participant, participant's family member(s), 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.

4.12.6 If the Contractor or subcontractor suspects that a theft, breach or exposure of WIC data or PII has occurred, the Contractor or subcontractor must immediately provide a description of the incident via email to WICHelpDesk@health.mo.gov or by calling the WIC Help Desk at 800-554-2544. This email address and phone number are monitored by Department staff, who will inform the Office of Administration Information Technology Services Division (ITSD) team in accordance with WOM policy 3.1.040.

The Contractor shall work with Department staff and ITSD until a resolution is obtained.

4.12.7 The Contractor shall ensure applicant and participant data is secure and kept confident.

a. The Contractor's agency administrator or WIC coordinator shall perform a monthly review to ensure WIC APPLICATIONS user access is limited to staff requiring access for their WIC role. The Contractor's designated local security officer (LSO) shall submit an ASAP request at https://healthapps.dhss.mo.gov/asap_web/AsapLogin.aspx to modify user access upon a change of staff role or termination of employment.

b. The Contractor shall protect user access to WIC data systems and shall not share passwords in compliance with WOM policy 3.1.040.

4.13 Force Majeure:

4.13.1 Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or Contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.14 Actions, Suits, or Proceedings:

4.14.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.14.2 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 Department immediately.

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4.15 Warranties and Representations:

4.15.1 The Contractor expressly warrants that all supplies and/or services provided shall:

a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department,
b. be fit and sufficient for the purpose expressed herein,
c. for any goods provided, be merchantable,
d. be of good materials and workmanship, and
e. be reasonably free from defect.

4.15.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said supplies and/or services.

4.16 Conflict of Interest:

4.16.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.17 Remedies and Rights:

4.17.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.

4.17.2 The Contractor understands and agrees 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.

4.17.3 The Contractor understands and agrees that the state reserves the right to consider the Contractor’s failure to perform requirements and commitments specified in the contract in future procurement evaluations.

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4.18 Communications and Notices:

4.18.1 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.

4.19 Survivability of Terms:

4.19.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

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5. SUBMISSION INFORMATION SECTION

5.1 Compliance with Requirements, Terms and Conditions:

5.1.1 The Contractor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those herein and the contractual requirements.

5.1.2 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Contractors are encouraged to IMMEDIATELY begin securing these verifications. In order to be considered eligible for award of a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Contractor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission may result in delays for the award of a contract. In order to verify the Contractor's compliance, the state will review the Contractor's response to the following Business Compliance Exhibits:

a. Business Compliance Exhibit **1**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, which is attached hereto and incorporated by reference as if fully set forth herein - Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:%7E:text=285.530.,liability%20of%20contractors%20and%20subcontractors), 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.

b. Business Compliance Exhibit **2**, Anti-Discrimination Against Israel Act Certification - 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

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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.

c. General Business Compliance - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. 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) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

d. Each response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

******END OF SUBMISSION INFORMATION SECTION******

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ATTACHMENT A
CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.

2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the 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, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

    a. 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 the 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.

3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:

    a. The percentage of the total costs of the program or project that will be financed with federal money;
    b. The dollar amount of federal funds for the project or program; and
    c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - 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.

6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

a. The Contractor certifies by signing the first page of the document 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.

b. The Contractor certifies that no funds under the 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 the 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.

c. The Contractor certifies that no funds under the 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.

d. 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.

e. 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.

1) 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.

a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

2) 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 $10,000.00 and not more than $100,000.00 for each such failure.

7. Drug Free Workplace Act - The Contractor 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 shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the

conviction. 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
Jefferson City, Missouri 65102-0570

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

   a. 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.

      1) 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.

   b. 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.

   c. The Contractor shall require 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.

   d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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9. Contractor Whistleblower Protections:

   a. 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.

   b. 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.

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

10. Human Rights and Affirmative Action:

   a. 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 the following:

      1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that 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 that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

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

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

      4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;

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

6) Genetic Information Non-Discrimination Act (GINA)

7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and

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

b. 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, the Contractor shall have and maintain an affirmative action program that shall include:

1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

2) The identification of a person designated to handle affirmative action;

3) 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;

4) The exclusion of discrimination from all collective bargaining agreements; and

5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing 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.

11. Clean Air Act and Federal Water Pollution Control Act - 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.*).

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ATTACHMENT B
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. Upon award of the contract, the state agency will provide the Contractor the federal fund information. In the event the federal fund information changes, the Contractor will be notified in writing by the state agency.

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 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. https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html.

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.

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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.

1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures 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 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.

1.10 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.

WIC: Local Agency Nutrition Services

1.11 Equipment

1.11.1 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 $5,000. 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 $10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.11.2 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.

WIC: Local Agency Nutrition Services

ATTACHMENT C
BUDGET PAGE

Joplin City Health Department

The Contractor shall be reimbursed for actual expenses incurred up to the amount displayed in the Local Agency Plan.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment D)*	$8,500.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment D)*	$40,534.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$29,000.00
4. WIC Modernization (Special Funding 4)*	$0.00
5. Program Enhancement (Special Funding 7)*	$0.00

*only for approved LAs

WIC: Local Agency Nutrition Services

ATTACHMENT D
WIC: Local Agency Breastfeeding Peer Counseling Program

1. Breastfeeding Peer Counseling (BFPC) Program Deliverables:

1.1 The Contractor shall have a BFPC Program Coordinator who: is responsible for the oversight of the program; plans and monitors the program activities; conducts in-service sessions and regular meetings; and recruits, hires, orients, supervises peer counselor(s) and submits required reports per WIC Operations Manual (WOM) policy 2.2.020.

1.2 The Contractor shall have a designated breastfeeding expert (DBE) who: acts on referrals from peer counselors and other WIC staff regarding complex breastfeeding situations; provides follow-up breastfeeding support to participants; and assesses and counsels mothers and infants with complex breastfeeding situations.

1.3 The Contractor shall have at least one peer counselor who: is able to discuss benefits of breastfeeding; encourages breastfeeding; provides culturally appropriate support; provides encouragement to prenatal and breastfeeding women; and serves as role model during the contract period.

1.4 The Contractor shall schedule the peer counselor(s) so that a recommended fifty percent or more of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit or hospital visit.

1.5 The Contractor shall send the BFPC Program Coordinator or designated staff to the BFPC training sessions and meetings provided by the Department.

1.6 The Contractor shall conduct BFPC training sessions for its WIC staff and peer counselors as instructed by the Department.

1.7 The Contractor shall comply with WOM policies 2.1.040 through 2.2.080.

1.8 The Contractor shall manage an electric breast pump loan program per WOM policy 2.1.030.

2. Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Attachment E), which is attached hereto and incorporated by reference as if fully set forth herein.

2.2 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent of the allocated funds or at the end of

the third quarter if less than seventy-three percent has been spent. The Contractor will be given 30 days prior written notification of any reallocation.

3. Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS or SPIRIT Web and on the Department approved contact logs when working outside the clinic per WOM policy 2.2.050.

4. Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the online WIC invoice according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the online WIC invoice form under Special Funds. Invoice Special Funding 1 Breastfeeding.

4.1.2 The Contractor shall enter expenditures for allowable items on the online WIC invoice form under Special Funds. Invoice Special Funding 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget in WebGrants for either Special Funding 1 or Special Funding 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 11th of the month following the previous quarter, the Missouri WIC Breastfeeding Peer Counselor Activity Report per WOM policy 2.2.050, and verify that it accurately reports the number of contacts made by the peer counselor(s). Failure to submit reports each month may result in the Department withholding funds until the report is submitted or disqualification from the program.

5. Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

WIC: Local Agency Nutrition Services

ATTACHMENT E
Guidelines for Allowable Items for Reimbursement
Missouri Breastfeeding Peer Counseling Program (BFPC)

Categories	Special BFPC Funding 1
Wages, Salary and Benefits	▪ A rate at or above minimum wage. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program, including supervision. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Other Program Expenses	▪ All expenses listed below for Special BFPC Funding 2 and any additional expenses necessary to manage an effective BFPC Program. ▪ Includes items that can be given to participants, such as breastfeeding supplies and literature.

Categories	Special BFPC Funding 2
Wages, Salary and Benefits	▪ A rate at or above minimum wage. ▪ Hours for providing peer counseling services, attending meetings and BFPC program trainings provided by the state agency. ▪ Hours for managing the program, including supervision. ▪ Hours for the designated breastfeeding expert to follow-up with referrals made from the peer counselor for breastfeeding problems outside of the peer counselor's scope of practice. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Office Costs and Supplies	▪ Nametags for peer counselors. ▪ Breastfeeding resources, such as breast models, breastfeeding books and dolls. ▪ Outreach materials to promote services through BFPC and recruit peer counselors.
Training and Retention	▪ Cost for conducting training sessions or in-services to peer counselors, including cost of training materials. ▪ Cost of attending the BFPC training sessions in Jefferson City for program coordinators. ▪ Cost of attending regional peer counseling trainings, quarterly meetings, BFPC conferences and other approved training, including meals, lodging, mileage and other approved expenses. ▪ Recognition items for peer counselors, such as t-shirts.
Travel	▪ Costs incurred for traveling to and from hospital and home visits, or satellite clinics. ▪ Costs incurred for travel for outreach activities.
Telephone and Mail	▪ Cost of a cell phone or cost of making phone contacts while providing peer counseling services. ▪ Cost for mailing and postage.
Indirect	▪ Shared costs related to providing a peer counseling program.
Other Program Expenses	▪ Expenses must be used to support the work of the peer counselor. ▪ Items that are distributed to participants are not allowed under Special BFPC Funding 2.

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri.

The Contractor certifies by signing the signature page of this original document that the Contractor and any subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Contractor shall provide documentation of compliance with the Contractor's response and upon request by the Department.

- Business Compliance Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit 2, Anti-Discrimination Against Israel Act Certification

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE 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 https://www.e-verify.gov/.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency.

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, 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.

(Complete Box A if you are a non-business entity as defined above)

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 this contract 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 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

WIC: Local Agency Nutrition Services

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

(Complete Box B 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: https://www.e-verify.gov/; 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 Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name and the MOU signature page completed and signed**, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor'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.

WIC: Local Agency Nutrition Services

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

WIC: Local Agency Nutrition Services

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

(Complete Box C 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 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 Vendor's name and the MOU signature page completed and signed by the Vendor 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** to Which Previous E-Verify Documentation Submitted:

_____

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
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement officer	Date

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE 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:

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.

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.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

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

BOX A:	To be completed by any 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.
BOX D:	To be completed by a Contractor that meets the definition of a "Public Entity".

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBIT 2,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - 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 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 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

WIC: Local Agency Nutrition Services

BUSINESS COMPLIANCE EXHIBIT 2,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED

BOX D – PUBLIC ENTITY	
I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and 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.	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

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 #	58262	**State:** 0%	$0.00	**Federal:** 100%	$749,294.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2025	**Contract End:**	9/30/2026	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	3MO700804-24				
Federal Award Name:	WIC BREASTFDNG PEER CO				
Federal Award Year:	2025	**DHSS #:**	25BRSTFEDWIC	**Federal Obligation:**	$40,534.00

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2026	**DHSS #:**	26WIC	**Federal Obligation:**	$708,760.00

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

Project Description:

2026 contracts with Women Infant and Children (WIC) local agencies in Missouri to provide WIC and Nutrition Services to participants. Amounts below are estimates only at this time.

COUNCIL BILL NO. 2025-451 **ORDINANCE NO.**

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Seven Hundred Forty-Nine Thousand, Two Hundred Ninety Four Dollars and no Cents ($749,294.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreements by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of August 2025, by a vote of

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-452– Approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
August 18, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-452 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 allow for full funding of this position for six months.

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, 2025, through June 30, 2026, and the total anticipated reimbursement from this agreement is $20,192.00. 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. 2025-452, on an emergency basis to prevent delay in implementation.

COUNCIL BILL NO. 2025-452 **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 Twenty Thousand, One Hundred Ninety Two Dollars, no cents, ($20,192.00); 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 18th day of August 2025, by a vote of

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RECEIVED
JUL 28 2025

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

Sarah Willson
Director

Mike Kehoe
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. Return the contract to:

   via email to Procurement@health.mo.gov

   or

   Mail to the following address:

   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:**	
57623	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2025	6/30/2026	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	64801-2208
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. PURPOSE AND GLOSSARY

1.1 Purpose

1.1.1 The purpose of this contract is to demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

1.2 Glossary of Terms and Acronyms:

1.2.1 Whenever the following terms and acronyms appear in the document, the definitions or meanings described below shall apply.

1.2.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms "Department", "state agency", "state", and "State of Missouri" are used interchangeably throughout the document and have the same meaning.
b. **Amendment** means a written, official modification to a solicitation or contract.
c. **Attachment** applies to all documents which are included herein to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Procurement officer** means the procurement staff member of the Department.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
g. **Contractor** means a Supplier, bidder, person, or organization who enters into a contract.
h. **Exhibit** applies to forms which are included herein for the Vendor to complete and submit.
i. **May** means that a certain feature, component, or action is permissible, but not required.

j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.
l. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
n. **Shall** has the same meaning as the word must.
o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
p. **State** collectively referring to the state government and/or the agencies thereof.
q. **Subrecipient** has the same meaning as the word, Contractor.
r. **Supplier** has the same meaning as the word, Contractor.
s. **Vendor** has the same meaning as the word, Contractor

1.2.3 Department Glossary:

a. **Director of Local Public Health Agency** - Referred to herein as "Administrator."
b. **ShowMe WorldCare** - The application is an integrated database that allows the Department and Contractor staff to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the Contractor and Department to intervene in the disease investigation process.
c. **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.
d. **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.

e. **The Missouri Health Notification System (MO-HNS)** - is a secure web-based system accessible anytime and anywhere for emergency planning and response communication with public health partners. The Missouri Department of Health and Senior Services administers MO-HNS to facilitate alerting and collaboration between federal, state, local Public Health Departments, clinics, hospitals, and other public health emergency partners on a 24/7/365 basis.

f. **The Missouri Public Health Risk Assessment Tool (MOPHRAT)** - helps Local Public Health Agencies (LPHAs) prioritize jurisdictional impacts to public health by guiding planners through an analysis of various hazards. The MOPHRAT helps assess the level of planning necessary to ensure access to emergency response and preparedness resources, taking into account the services provided by LPHAs and the healthcare system.

****** END OF PURPOSE AND GLOSSARY SECTION ******

2. SCOPE OF WORK SECTION

2.1 General Requirements:

2.1.1 The contract amount shall not exceed $20,192.00 for the period of July 1, 2025 through June 30, 2026.

2.1.2 The Contractor shall provide public health emergency preparedness for the Department of Health and Senior Services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.

2.1.3 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the Contractor" throughout this document shall also be deemed to include the person/personnel provided by the Contractor.

2.1.4 The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.

2.1.5 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.

2.1.6 After the award, 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
Phone: 573- 751-6190
Email: Preparedness@health.mo.gov

2.2 Deliverables and Outcomes:

2.2.1 The Contractor's Administrator and other employee(s) designated by the Administrator should complete the Federal Emergency Management Agency (FEMA) Independent Study Programs (https://training.fema.gov/is/) as follows:

a. Public health preparedness and recovery staff, including exercise planning staff:

1) Incident Command System (ICS) 100: Introduction to ICS

2) ICS 700: An Introduction to the National Incident Management System (NIMS)

3) ICS 706: NIMS Intrastate Mutual Aid

4) ICS 800: National Response Framework, An Introduction

5) IS-120.C: An Introduction to Exercise

6) IS-2900.A: National Disaster Recovery Framework (NDRF) Overview

7) Homeland Security Exercise and Evaluation Program

8) Emergency Management Assistance Compact (EMAC) Pre-Event Preparation for Resource Providers

b. Health Department supervisory positions:

1) ICS 200: Basic ICS for Initial Response

2) Independent Study (IS)-2200: Basic Emergency Operations Center Functions

c. Staff with designated response roles:

1) ICS 300: Intermediate ICS for Expanding Incidents (In Person)

2) EMAC Just-in-Time Training for Deploying Personnel

3) Crisis and Emergency Risk Communication (CERC)

d. Senior staff who support the management of large/complex responses (incidents across multiple locations or over a large area):

1) ICS 400: Advanced ICS (In Person)

2.2.2 As applicable courses are completed within the contract period the Contractor shall keep on file, the list of trainings completed by staff and their completion dates for all courses.

2.2.3 The Administrator shall provide the Emergency Response Center (ERC) with a twenty-four (24) hour, seven (7) days per week roster for response to public health emergencies and infectious diseases for the Contractor's jurisdiction.

a. This coverage requires the individual or their designee in charge to respond.
b. The Contractor shall validate/update semi-annually by December 31st and June 30th.

2.2.4 The Contractor shall notify and provide the ERC with any changes in the current twenty-four (24) hours, seven (7) days per week roster with cellular phone, or answering service number(s) within twenty-four (24) hours of any change.

a. The Contractor shall send this information by email to DRMS@health.mo.gov.

2.2.5 The Contractor shall maintain a current twenty-four (24) hour, seven (7) days per week roster with all contact information for the persons responsible to fill the ICS public health command role in the Contractor's local jurisdiction.

2.2.6 Within one (1) week of contract staff changes, the Contractor shall notify the Department's Public Health Emergency Preparedness (PHEP) Program of new employee's name, job function/title and contact information.

a. The Contractor shall send this information by email to Preparedness@health.mo.gov.

2.2.7 The Administrator or their designated employee should attend the semi-annual LPHA Planning meetings.

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

2.2.9 The Contractor shall ensure that their designated employee(s) attends at least one (1) epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

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

a. The HAN coordinator will be granted administration and distribution rights at the local level.

b. When agency staff/other county individuals request access to the Contractor's organization in Missouri Health Notification System (MOHNS), the HAN coordinator shall manage who will have access to information distributed through the MOHNS based on public health roles, thus ensuring ongoing protection of critical data distributed through the MOHNS system.

1) If administration rights for system users need to be updated the Contractor shall contact the Department's ERC HAN Coordinator.

2.2.11 The HAN Coordinator shall participate in necessary trainings offered by the Department's ERC regarding the use of the HAN system. Free training can be found at https://learning.juvare.com/ under CORES.

2.2.12 The Contractor can login through https://mo-hns.org/ or https://login.juvare.com.

a. If you login through Juvare and utilize Juvare Dashboard, you will need to select the "Health Alerts Missouri" icon to access the MOHNS.

2.2.13 The Contractor is advised to inform the Department ERC HAN Coordinator of any notifications initiated at the local level.

a. If assistance is needed with this process, the Contractor shall reach out to the DHSS ERC HAN Coordinator at DRMS@health.mo.gov.

2.2.14 A minimum of twice per contract period, the Contractor shall review/verify all employees with access to determine which of its employees still require access to the HAN system.

a. For HAN system changes, contact drms@health.mo.gov.

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

2.2.16 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.

2.2.17 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 the PHEP Program at Preparedness@health.mo.gov.

a. The Tangible Personal Property Report shall 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.

1) Items priced over $5,000 require prior approval before purchase can be made.

2) If the Contractor has nothing to report, the Contractor shall indicate this on the form.

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

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

1) If the Contractor has nothing to report, the Contractor shall indicate this on the template and email to Preparedness@health.mo.gov.

2.2.19 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.

a. Participation may include attendance at healthcare coalition meetings and/or trainings, and/or participation in exercises with the healthcare coalition.

1) 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.

2.2.20 By June 30th, at least one (1) of the Contractor's staff shall have completed a WebEOC exercise.

2.2.21 The Contractor is responsible for the Local Public Health Emergency Response Plan(s) to be aligned and incorporated with the county or municipality Emergency Operation Plan(s), specifically the Health and Medical Annex.

2.2.22 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 to Preparedness@health.mo.gov.

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

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

1) 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.

2.2.24 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.

2.2.25 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 the Missouri Public Health Risk Assessment Tool (MOPHRAT) to identifying the hazards, impacts and vulnerable population groups within the Contractors jurisdiction. The MOPHRAT can be accessed at https://sema.dps.mo.gov/programs/mophrat/index.htm.

a. 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.

2.3 Work Plan Deliverables:

2.3.1 The Contractor shall ensure that fourteen (14) of the fifteen (15) Capabilities are addressed within the project period ending June 30, 2029. The Contractor is not asked to address Capability 12 that relates to the State Public Health Laboratory.

a. The Contractor should select a minimum of two (2) to three (3) or more Capabilities during the contract period to ensure completion of all fourteen (14) capabilities within project period ending June 30, 2029.
b. 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.

2.4 Reporting and Recordkeeping Requirements:

2.4.1 Publicity: Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

2.4.2 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.

2.4.3 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.

2.4.4 Contract Monitoring: The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the Contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

a. Requiring additional, more detailed financial reports or other documentation;
b. Additional contract monitoring;
c. Requiring the Contractor to obtain technical or management assistance; and/or
d. Establishing additional prior approvals from the state agency.

2.4.5 Retention of Records and Documents: Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of ten years from the date of the cancellation, expiration, or termination of the contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.

2.4.6 Records: The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

a. Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for five (5) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the Contractor regarding the scope of the audit.

b. The Contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor's records, procedures,

books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.

c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.

d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

2.5 Budget, Allowable, and Unallowable Costs:

2.5.1 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 E, which is attached hereto and incorporated by reference as if fully set forth herein.

2.5.2 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.

2.5.3 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. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting.

a. The Contractor shall notify the Department PHEP Program to request and submit a reallocation form. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category.

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

2.5.5 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.

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

b. 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.

2.5.6 The Contractor shall follow competitive procurement practices.

2.6 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.6.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.6.2 Invoicing: The Contractor shall submit itemized invoices 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 state agency.

a. The Contractor shall invoice the Department on the Request for Payment form provided by the Department and submit the invoice to Preparedness@health.mo.gov.

1) The Contractor shall submit the Invoicing Tool provided by the PHEP program with each invoice to ensure that Indirect costs are calculated correctly.

b. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration.

c. The Contractor shall include the following certification statement on any invoice submitted to the Department:

1) "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

d. The invoice number will be listed on the state's EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated herein.

e. The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.6.3 Payment:

a. Payments are due upon receipt of a valid itemized invoice, payable in 30 calendar days. All invoices for supplies and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

b. 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.

c. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

d. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on

the Vendor Services Portal at
https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx.

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

2.6.5 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.

2.6.6 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.

2.6.7 If the Contractor is overpaid by the state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

2.6.8 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.

2.6.9 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the Contractor.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 Department.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

3.3.1 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), ADA is 42 U.S.C. section 1201, et seq.

3.4 Authorized Personnel/E-Verify:

3.4.1 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.

3.4.2 For work performed under the contract, the Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the Contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

3.4.3 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation

in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 enroll and participate in the E-Verify program.

3.4.4 The Contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. https://purch.oa.mo.gov/Vendor-information/affidavit-work-authorization-annual-renewal

3.4.5 The Contractor shall ensure that its subcontractors comply with section 285.530, RSMo.

3.5 Business Registration:

3.5.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.6 Elected or Appointed Officials and Employees:

3.6.1 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.

3.7 Indemnification:

3.7.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.8 Legal Proceedings:

3.8.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of

the contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.8.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.8.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.9 Invoicing and Payment:

3.9.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.10 Non-Appropriation of Funds:

3.10.1 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.11 Work Outside the United States:

3.11.1 Unless work outside the United States is prohibited, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.12 Open Records:

3.12.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.13 Record Access:

3.13.1 The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.14 Taxes:

3.14.1 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. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Amendment:

4.1.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.2 Renewals:

4.2.1 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.

4.3 Termination for Convenience:

4.3.1 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:

a. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
b. A change in federal or state law relevant to this contract occurs; or
c. A material change of the parties to the contract occurs; or
d. By request of the Contractor.

4.3.2 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.

a. The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
b. The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

4.3.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.4 Cancellation for Breach of Contract:

4.4.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.

4.4.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.4.3 If the Department cancels the contract for breach, the Department 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 Department deems appropriate and charge the Contractor for any additional costs incurred thereby.

4.4.4 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.5 Contractor Liability:

4.5.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

c. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

4.6 Insurance:

4.6.1 The Contractor shall understand and agree that the State of Missouri 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. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.6.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.7 Single Point of Contact and Responsibility:

4.7.1 The Contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.8 Contractor Status:

4.8.1 The Contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes,

FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.9 Subcontractors:

4.9.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri 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 subcontract in those matters described in the contract between the State of Missouri and the Contractor.

4.9.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.9.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.

4.9.4 Pursuant to subsection 1 of section 285.530, RSMo, no contractor 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 or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and subcontractor affirmatively states that:

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

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

4.9.5 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.

4.9.6 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.

4.10 Coordination:

4.10.1 The Contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the state agency throughout the effective period of the contract.

4.11 Property of State:

4.11.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the Contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

4.12 Monitoring:

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

4.12.2 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.

4.13 Inventions, Patents, and Copyrights:

4.13.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

4.14 Confidentiality and Security Documents:

4.14.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

4.14.2 If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.14.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

a. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's/provider's subcontractors and employees.

b. 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, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for

Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

4.14.4 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. 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.

4.15 **Force Majeure:**

4.15.1 Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or Contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.16 Actions, Suits, or Proceedings:

4.16.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.16.2 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 Department immediately.

4.17 Warranties and Representations:

4.17.1 The Contractor expressly warrants that all supplies and/or services provided shall:

a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department,
b. be fit and sufficient for the purpose expressed herein,

c. for any goods provided, be merchantable,
d. be of good materials and workmanship, and
e. be reasonably free from defect.

4.17.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said supplies and/or services.

4.18 Conflict of Interest:

4.18.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.19 Remedies and Rights:

4.19.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.

4.19.2 The Contractor understands and agrees 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.

4.19.3 The Contractor understands and agrees that the state reserves the right to consider the Contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.20 Communications and Notices:

4.20.1 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.

4.21 Survivability of Terms:

4.21.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

4.22 **Contractor Title To Equipment:**

4.22.1 Title to any equipment required by the contract shall be held by and vested in the Contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the Contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the Contractor deems appropriate.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION INFORMATION SECTION

5.1 Compliance with Requirements, Terms and Conditions:

5.1.1 The Contractor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those herein and the contractual requirements.

5.1.2 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Contractors are encouraged to IMMEDIATELY begin securing these verifications. In order to be considered eligible for award of a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Contractor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission may result in delays for the award of a contract. In order to verify the Contractor's compliance, the state will review the Contractor's response to the following Business Compliance Exhibits:

a. Business Compliance Exhibit **1**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, which is attached hereto and incorporated by reference as if fully set forth herein - Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:%7E:text=285.530.,liability%20of%20contractors%20and%20subcontractors), 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.

b. General Business Compliance - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. 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) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

c. Each response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

******END OF SUBMISSION INFORMATION SECTION******

ATTACHMENT A
CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.

2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the 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, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

    a. 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 the 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.

3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:

    a. The percentage of the total costs of the program or project that will be financed with federal money;
    b. The dollar amount of federal funds for the project or program; and
    c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - 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.

6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

a. The Contractor certifies by signing the first page of the document 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.

b. The Contractor certifies that no funds under the 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 the 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.

c. The Contractor certifies that no funds under the 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.

d. 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.

e. 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.

1) 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.

a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

2) 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 $10,000.00 and not more than $100,000.00 for each such failure.

7. Drug Free Workplace Act - The Contractor 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 shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction. 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
Jefferson City, Missouri 65102-0570

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

   a. 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.

      1) 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.

   b. 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.

   c. The Contractor shall require 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.

   d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

9. Contractor Whistleblower Protections:

   a. 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.

b. 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.

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

10. Human Rights and Affirmative Action:

a. 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 the following:

1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that 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 that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

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

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

4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;

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

6) Genetic Information Non-Discrimination Act (GINA)

7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and

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

b. 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, the Contractor shall have and maintain an affirmative action program that shall include:

1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

2) The identification of a person designated to handle affirmative action;

3) 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;

4) The exclusion of discrimination from all collective bargaining agreements; and

5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing 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.

11. Clean Air Act and Federal Water Pollution Control Act - 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.*).

ATTACHMENT B
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. Upon award of the contract, the state agency will provide the Contractor the federal fund information. In the event the federal fund information changes, the Contractor will be notified in writing by the state agency.

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 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. https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html.

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.

1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures 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 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.

1.10 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.

1.11 Equipment

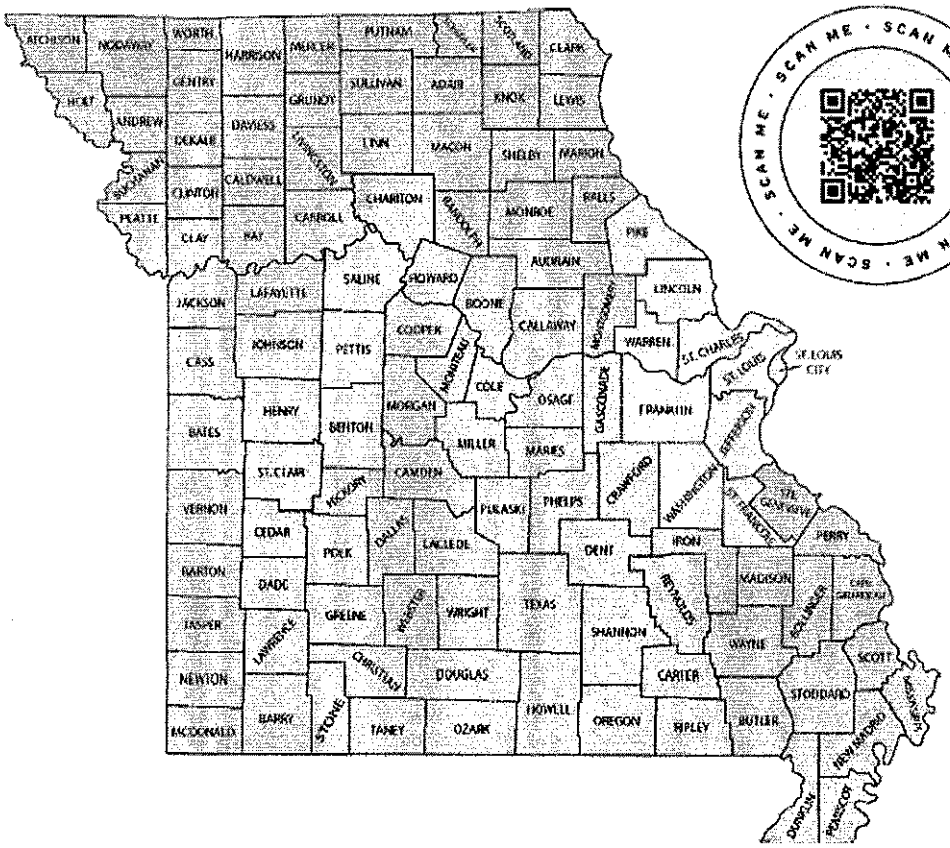
1.11.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $5,000. 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 $10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.11.2 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.

ATTACHMENT C
MISSOURI HEALTHCARE COALITIONS MAP

MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES

Missouri Healthcare Coalitions



Healthcare Coalition (HCC) Contacts		
Region A	**Non-Urban Rural**	**Region C**
Jennifer Sutherlin Mid-America Regional Council jsutherlin@marc.org 816-701-8362	Kara Amann Missouri Healthcare Coalition kamann@MoHospitals.org 573-893-3700	Bridget Farengo St. Louis Area Regional Response System bridget@stlstarrs.org 314-332-3746

ATTACHMENT D
HEALTHCARE COALITION FREQUENTLY ASKED QUESTIONS

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.

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.

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.

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.

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.

CITY OF JOPLIN HEALTH DEPARTMENT
Public Health Emergency Preparedness Budget
FY26 (July 1, 2025 - June 30, 2026)

Category	Budget	Automatic adjustment for costs allowed for indirect Calculation (for calculation purposes only)
Personnel Services	11,192.00	11,192.00
Fringe Benefits	9,000.00	9,000.00
Travel		0.00
Equipment (*see definition below)		
Supplies		0.00
Other		0.00
Contractual		
Subcontractor #1 (Enter Name)		0.00
Subcontractor #2 (Enter Name)		0.00
Subcontractor #3 (Enter Name)		0.00
Subcontractor #4 (Enter Name)		0.00
Subcontractor #5 (Enter Name)		0.00
Total Direct Costs	20,192.00	
Indirect (Administrative) Cost	0.00	
TOTAL CONTRACT	**20,192.00**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	20,192.00
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.	

1. How many FTE's** are employed by your entire agency?	31.80
2. Of these FTE's how many are funded only by the PHEP grant?	1.00

CITY OF JOPLIN HEALTH DEPARTMENT
Public Health Emergency Preparedness Budget
FY26 (July 1, 2025 - June 30, 2026)

*Equipment: Any single item purchased with a useful life greater than one year with a purchase cost of $5,000 or more.

** FTEs are defined below

Budget Narrative/Justification

Personnel Services

Salary and Fringe for One FTE dedicated to Emergency Prepardness. 60% of funding for this position is from the Jasper County Health Department. 100% time spent working on capabilities 11 and 13. 50% of time Capability-11 "Non-Pharmaceutical Intervention" and 50% of time Capability 13 "Public Health Surveillance and Epidemiological Investigation" PHEP staff Wrandi Clayton, Title: Regional Response Planner, Annual Salary $61,022 plus $37,223 Fringe = $98,245. Joplin Pays 40% and Jasper County pays 60% of salary and fringe. This is a shared position between the City of Joplin and the Jasper County Health Department.

Fringe Benefits

Fringe Benefits Include Health Insurance, Workmans Compensation, FICA, LAGERS, Life Insurance, Dental Insurance, Disability and account for approximatly 61% of expense. 100% time spent working on capabilities 11 and 13. 50% of time Capability-11 "Non-Pharmaceutical Intervention" and 50% of time Capability 13 "Public Health Surveillance and Epidemiological Investigation

Travel

N/A

Equipment

N/A

Supplies

N/A

Other

N/A

Contractual

N/A

****Definition:** **Full-time equivalent employees equal the number of employees on full-time schedules plus the number of employees on part-time schedules converted to a full-time basis.**

1. **How many FTE's are employed by your entire agency?**

2. **Of these FTE's how many are funded only by the PHEP grant?**

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri.

The Contractor certifies by signing the signature page of this original document that the Contractor and any subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Contractor shall provide documentation of compliance with the Contractor's response and upon request by the Department.

- Business Compliance Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

BUSINESS COMPLIANCE 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 https://www.e-verify.gov/.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency.

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, 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.

(Complete Box A if you are a non-business entity as defined above)

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 this contract 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 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

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

(Complete Box B 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: https://www.e-verify.gov/; 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 Vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name and the MOU signature page completed and signed**, at minimum, by the Vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Vendor'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.

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

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

(Complete Box C 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 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 Vendor's name and the MOU signature page completed and signed by the Vendor 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** to Which Previous E-Verify Documentation Submitted:

_____

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
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement officer	Date

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 #	57623	**State:** 0%	$0.00	**Federal:** 100%	$20,192.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2025	**Contract End:**	6/30/2026	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.069	**Research and Development:** N		
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS		
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION		
Federal Award:	5NU90TU000043-02		
Federal Award Name:	MISSOURI PHEP COOPERATIVE AGREEMENT		
Federal Award Year:	2025	**DHSS #:** 25PHEP	**Federal Obligation:** $20,192.00

*** 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 No. 2025-005 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 18, 2025

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Holly Nagy, City Clerk; Nick Edwards, City Manager.

SUMMARY:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

BACKGROUND:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2025.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2025-005

PCE:vew

COUNCIL BILL NO. 2025-005 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2023), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2023), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2023); and

WHEREAS, on the 19th day of August, 2024, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2025.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

a. Ten percent (10%) or more of any business entity; or

b. An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

c. The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

b. The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

a. The name and address of each of the employers of such person from whom income of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he owned; the name, address

and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

b. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in subsection (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2022-525 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on December 28, 2020, the City Council of the City of Joplin, Missouri (the "City") adopted Ordinance No. 2020-210 approving the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo (the "Act"); and

WHEREAS, on August 1, 2022, the City Council of the City adopted Ordinance No. 2022-_____ approving the First Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "First Amendment"), all pursuant to the provisions of the Act; and

WHEREAS, the Redevelopment Plan, as amended by the First Amendment, contemplates implementation through 8 separate Redevelopment Projects including the adoption of tax increment financing in the area designated as Redevelopment Project Area 4.

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

Section 1. That the area selected for Redevelopment Project 4 legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 4"). Redevelopment Project 4 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 4. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 4 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 4, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 4 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 4 shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 4, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 4 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect on August 19, 2025 after its passage and approval by the Mayor and City Council.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 4

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer wit the south right-of-way line of E. 32nd Street, a distance of 683.53 feet; thence North 88 degrees 25 minutes 48 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 1119.88 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 12 degrees 57 minutes 24 seconds West, with the east right-of-way line of S. Hammons Boulevard, a distance of 16.19 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right- of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds east for a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning. The above-described tract contains 361,686.12 square feet, or 8.30 acres. The basis of bearing for the above real property description is Missouri State Plane West Zone, NAD 83.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-525 – Approving Amended Project Area 4 of the 32nd Street Place Tax Increment Financing (TIF) Redevelopment Plan

MEETING DATE
August 1, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-525 Ordinance; Exhibit "A" First Amendment to 32nd Street Place Redevelopment Plan

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the amended Project Area 4 of the 32nd Street Place TIF Redevelopment Plan.

BACKGROUND
On May 12, 2022, the Developer filed a proposed First Amendment to the 32nd Street Place TIF Plan. The First Amendment provides for reconfiguration of the boundaries of Project Areas 3 and 4 within the existing Redevelopment Area. The Developer has indicated that this change is necessary to accommodate the construction of the proposed apartment complex. The Developer's original intent was to build up to 300 apartment units in two phases in Project Area 3 along with two single story office buildings.

As proposed by the First Amendment, the two office buildings will be deleted and the number of apartment units to be constructed will be 244 units in a series of 4-story and 2-story structures. The Developer has stated that the original site plan had to be revised in this manner due to the existing topography. A new site plan included with the First Amendment shows Project Area 3 being expanded in size and Project Area 4 being reduced in size to accommodate the redesigned apartment development. The movie theater that was originally proposed in Project Area 4 has been deleted and the Developer has indicated that it may be replaced with a future second phase of the apartment development or retail, restaurant, and/or office uses. The Developer has noted in the First Amendment that no changes are being made to the overall TIF project budget, reimbursable project costs, or land uses included in the Redevelopment Plan.

Originally, CB 2020-541 approved Project Area 4 and tabled it until the Developer was ready to activate the project. With the amended Project Area 4, this bill will never come off the table. When the Developer is ready to activate this Project Area, this ordinance will be brought back before you for final approval and activation.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading and then tabling this item until the Developer is ready to activate this Project Area.
Staff recommends approval of this council bill.

ITEM	DESCRIPTION	QUANTITY	DEPARTMENT
2003 Chevy 3500	Utility Bed 6.0 Quad-Cab	1	Cemetery
SRM-2620	Echo Weed-Eater	1	Cemetery
SRM-2620	Echo Weed-Eater	1	Cemetery
SRM-225	Echo Weed-Eater	1	Cemetery
SRM-225	Echo Weed-Eater	1	Cemetery
2011 Ford F250	2WD Cab and Chassis	1	Central Garage
1995 HY-FLOW Pressure Washer	Green, Hy Flow Cleaning System	1	Central Garage
Exhaust Fan	Porter Model 245	1	Central Garage
Tommy Lift	1300LB	1	Central Garage
Lincoln Floor Jack	10 Ton	1	Central Garage
Lincoln Floor Jack	4 Ton	1	Central Garage
Lincoln Floor Jacks	Dual Air Floor Jacks	1	Central Garage
Mics Wheels	8- 19.5, 8-16.6	16	Central Garage
Roll Around Frame Jack	7 Ton	1	Central Garage
Grandfather Clock Christmas Decoration		1	City Clerk
Fireplace Mantel Christmas Decoration		1	City Clerk
Half of Toy Soldiers Christmas Decorations		9	City Clerk
Mannequin Christmas Decorations		4	City Clerk
Bright green tree Christmas Decorations		1	City Clerk
Box of Assorted Plastic Candy Christmas Decoration		9	City Clerk
Swinging Santa Christmas Decoration		1	City Clerk
Tall Decorated Tree Christmas Decoration (Saran Wrapped)		1	City Clerk
Door Panel Christmas Decoration		1	City Clerk
Office Chairs	Large & Tall Chairs	3	Courts
Credenza	Brown 6 FT. Hon Credenza	1	Courts
File Cabinet	Putty 4 Drawer Horizontal	1	Courts
T.V.	32' LG Flat Panel & Remote	1	Courts
Feather Flag Mile Markers	25 Flags, Pole Sets, Bases, & Storage Bags Each	1 Set	CVB
Feather Flag Mile Markers	12 Flags, Pole Sets, Bases, & Storage Bags Each	1 Set	CVB
Feather Flag Storage Bags	Feather Flag Storage Bags	25 Each	CVB
Maroon Leather Office Chair		8	Finance
Maroon Cloth Guest Chair		1	Finance
Black Office Chair with Heated Back	Battery Pack and Charger Included	1	Finance
Black Office Chair		3	Finance
Blue Office Guest Chairs w/Wheels		3	Finance
Various Color Leather Guest Chairs (metal legs)		9	Finance
Blue (Two) Connected Wooden Chairs		1	Finance
HP OfficeJet Pro 9020	Like New; Printer Tray Volume Sensor Issues	1	Finance
HP OfficeJet Pro 8210		1	Finance
Chevy Impala - 2009	2009 Impala 3.5 L, 4 Door Red	1	Fire
Trailer - 2014	40' Enclosed Goose Neck Trailer, 2014 year with 3 axles 24,000 lbs	1	Fire
Power Washer	Gas Power Washer, Dewalt Model -DP3750	1	Fire
Ford F-350 - 2009	2009 F-350 4x4 Single Cab, Long Bed 6.4 Diesel	1	Fire
GMC Yukon - 2004	2004 4x4 Yukon XL, 8.1L Gas	1	Fire
Gas Fan	Super Vac Gas Powered Fan, Model# 718G4H GX160 Motor	1	Fire
Headache Rack	RKI Brand Headache Rack for a Full Sized Pick Up Bed,Black In Color	1	Fire
Gas Generator	Troybuilt Gasoline Generator, 5,500 watts	1	Fire
Gas Generator	Troybuilt Gasoline Generator, 7,550 watts	2	Fire
Stanley Power	Stanley Hydraulic Power Unit, Model HP-1 Compact 18 HP V-Twin	2	Fire
Hydralic Saw	Stanley Hydraulic Concrete, Saw Model DS-11	3	Fire
Hose Hydraulic	Hydraulic Hose in a Basket, Twin Lead for Power Tools	2	Fire
Jack Hammer	Stanley Tool Hydraulic Jack, Hammer Model HD45	1	Fire
Pike Pole	3 Foot with D-Handle, Fiberglass Yellow	1	Fire
X-cut Torch	Xothermic Torch Kit, in a Plastic Tool Box	1	Fire
Tablet Mounts	Computer Vehicle, Mounts and Brackets	2	Fire
Air Bag Controls	High Pressure Air Bag, Controlers and Accessories	2	Fire
Oil Heater	Dayton Portable Oil Heater, 170,000 BTU	1	Fire
Oil Heater	Ready Heater Portable Oil, Heater 55,000 BTU	3	Fire
Nozzels	Akron Fire Nozzles 1.75 Hose Connection	39	Fire
Stacked Tips	Stacked Tips, for Akron Nozzles	3	Fire
Apollo Base	Apallo Base with 2 - 2 1/2'', Intake Connections	1	Fire
Nozzle	2 1/2 '' Play Pipe	1	Fire
Hose Parts	Hose Fittings and Couplings, in a Small Bucket	1	Fire
Akron Intake	Black Max Akron Intake, Valve for 6'' to 5 '' stortz	2	Fire
Foam Nozzle	Foam Eductor Nozzles, Akron 1.75 Hose Connection	2	Fire
Metal Cabinet	Metal 3 Drawer Cabinet, Custom Fabricated	1	Fire
5'' Hose	5'' Supply Line Hose with Storz Couplings	25	Fire
3'' Hose	3'' Fire Hose Joplin Threaded Couplings	30	Fire
2.5'' Hose	2.5'' Fire Hose with Joplin Threaded Couplings	150	Fire

1.75'' Hose	1.75'' Fire Hose with NST Couplings, White	250	Fire
Hose Adapters	Bouble Male Hose Adapters, Unknown Thread	6	Fire
Metal Box	Fabricated Box with Handles, Each End Measures 6''x12''x44''	2	Fire
Metal Box	Fabricated Box with Handles, Each End Measures 9''x12''x44''	4	Fire
Metal Box	Fabricated Box with Handles Each, End Measures 8''x12''x44	1	Fire
Knox Scan	Knox Scan Heat Sensor in Red Container	5	Fire
Axes	Pike Headed Axes, with Fiberglass Handles	4	Fire
Nozzles	Akron 2.5'', Joplin Thread	5	Fire
Utillity Lights	Halogen 500 Watt Utillity, Lights Yellow	2	Fire
Pry Bar	30'' Steel Pry Bar, Black	1	Fire
Nozzle Parts	Box of Bails and Handle, Grips	1	Fire
Binoculars	16x50 Power, Binoculars Bushnell	1	Fire
4 Gas Meter	PHD Lite Biosystems, with Carry Case and Accessories	1	Fire
4 Gas Meter	MSA Passport PID, with Carry Case and Accessories	1	Fire
4 Gas Meter	Scott Bacharach Bodyguard 4, with Carry Case and Accessories	1	Fire
4 Gas Meter	Industrial Scientific TMX412, with Carry Case and Accessories	1	Fire
Dosometers	Civil Defence Dosometers, in Dox with Calibration Meter	1	Fire
Back Pack	Back Pack with Straps and Shoulder Straps	2	Fire
Carry Cases	Plastic with Latches, and Carry Handle	2	Fire
Helmet Plastic	Plastic Safety Helmets, Green, in a Box	10	Fire
Decorations	Christmas Decorations	Misc #	Fire
Chairs	8 Folding Chairs	8	Fire
Partitions	8 Partitions / Dividers	8	Fire
Storm Sirens	Storm Sirens	2	Fire
TV	42" Sharp TV with Wall Mount Assembly	1	Health
Desk	Two Piece, Metal Corner Desk	1	Health
Projector Screen	8' Projector Screen	2	Health
Projector Screen	4.5' Projector Screen	1	Health
Projector	InFocus: IN2104EP	2	Health
ULV Mosquito Fogger	Guardian ULV Model 95S	1	Health
CPR Manikins	CPR Manikins with Storage Bag and Instruction Books	6	Health
Ellipitcal Exercise Machine	Ellipitcal Exercise Machine	1	Health
Pull up bar	Pull Up Bar	1	Health
50 lb Dumbell	50 lb Dumbell	2	Health
45 lb Dumbell	45 lb Dumbell	2	Health
40 lb Dumbell	40 lb Dumbell	2	Health
35 lb Dumbell	35 lb Dumbell	2	Health
Desktop / Dell	Optiplex 5040	1	IT
Desktop / Dell	Optiplex 7050	1	IT
Laptop / Panasonic	CF-31	1	IT
Desktop / Dell	Optiplex 7050	1	IT
Desktop / Dell	Optiplex 7050	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Tablet / Microsoft	Surface	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Laptop / Dell	Latitude 3520	1	IT
Laptop / Dell	Latitude 5580	1	IT
Desktop / Dell	Optiplex 3040	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Laptop / Dell	Latitude 5580	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Laptop / Panasonic	CF-31	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Laptop / Dell	Latitude 3520	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Laptop / Dell	Latitude 3500	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Laptop / Dell	Latitude 3500	1	IT

Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Tablet / Getac	F110	1	IT
Dock / Havis	DS-GTC	1	IT
Desktop / Dell	Optiplex 3080	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 5070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Laptop / Dell	Latitude 5580	1	IT
Laptop / Dell	Inspiron 15	1	IT
Desktop / Dell	Optiplex 3020	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Laptop / Panasonic	CF-C2	1	IT
Laptop / Dell	Inspiron 5437	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3020	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Precision 3420	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 3070	1	IT
Desktop / Dell	Optiplex 7010	1	IT
Desktop / Dell	Optiplex 3050	1	IT
Desktop / Dell	Optiplex 5040	1	IT
7 Monitors - Varies	Varies	1	IT
Desktop / Dell	Prodesk 400	1	IT
Desktop / Dell	Precision 3620	1	IT
Desktop / Dell	Optiplex 5040	1	IT
Desktop / Dell		1	IT
Hard Drives - Misc		1	IT
Server - Cisco	BE6000M	1	IT
Server - Cisco	BE6000M+B184B182:B218B180:BB164:B218	1	IT
Server Stack - HP		1	IT
Video Recorder - Panasonic		1	IT
2016 Ford E 450 12 Passenger White Cutaway bus	6.8 Liter Gas with Wheelchair Lift	1	Transit
2017 Ford E 450 12 passenger White cutaway bus	6.8 Liter Gas with Wheelchair Lift * Broken Door Window	1	Transit
Typewriter	Brother Typewriter Zero Doesn't Work	1	Transit
Fax Machine	HP1240 Graphite Gray	1	Transit
Office Chair	Burgandy on Rollers Condition Fair/Poor	1	Transit
Office Chair	Mesh Chair on Rollers Conditon Poor	1	Transit
Check in Stand	White/Gray 36x36 Laminate	1	Transit
Photo Printer	HP PHOTOSMART 245 - No Cord	1	Transit
Plastic Organizer	15 inch Blackplastic Spinning Mutli Compartment	1	Transit
End Table	Oak Laminate End Table with Drawer	1	Transit
Computer Mouse Logic Tech	Logi Tech Computer Mouse in Box	1	Transit
Large Metal Book Ends	Black Metal Bookends	4	Transit
Small Metal Book Ends	Black Metal Bookends	1	Transit
Paper Holder/Organizer	Black Plastic	2	Transit
Antiglare Computer filter	3m Computer Screen Filter 17-18 Inch Screens 2 in Box	3	Transit
Organizer	White Metal Organizer , Multi Slot	1	Transit
Door File Holder	Black Plastic Door File Holder	4	Transit
Vertical Desk File Holder	Black Plastic 3 and 1 Blue Plastic	4	Transit
Metal Filing Cabinet	4 Drawer Metal Cabinet No Lock 1970-1980 Era	3	Transit
Charger Base	Motorolla Charger Hand Held Radio	1	Transit
18x24 Message Board	While You Were Out/In White Board by Quartet	1	Transit
Metal Route 66 Sign	Faux Vintage Look Metal Sign 19 Inches	1	Transit
Cordless Headset w/Stand	Att Dect 6.0 Headset	1	Transit
Plastic Coin Holders	Gray Plastic Coin Holder 5 Inch Tall 5, 10, 25, 1.00	1	Transit
Wooden Interior Door	Hollow Core Vintage brown	2	Transit
Apollo Road Runner Video Equipment	Box of Random Video Equipment Replacememt Part	1	Transit
1995 Case Wheel Loader	Articulated Wheel Loader	1	Parks
2003 International Dump Truck	6 Ton Single Axle Dump Truck	1	Parks
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD

Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Digital Intelligence FRED DX	Forensic Workstation (Desktop Computer)	1	JPD
Kanguru CD/DVD Duplicator	6 Bay CD/DVD Duplicator	1	JPD
HP Elitebook 8730W	Laptop Computer	1	JPD
Dell Latitude D510	Laptop Computer	1	JPD
Dell Inspiron P35E	Laptop Computer	1	JPD
Dell Vostro 3550	Laptop Computer	1	JPD
Dell Inspiron N5010	Laptop Computer	1	JPD
HP Z400 Workstation	Desktop Computer	1	JPD
HP 8200 Elite	Mini Tower Desktop Computer	1	JPD
Acer Aspire E5-575	Laptop Computer	1	JPD
Quantum 7226 1U3	Rack Mount Tape Back	1	JPD
Netgear ReadyNAS 3200	12 Bay Network Attached Storage (Diskless)	1	JPD
Netgear ReadyNAS 3200	12 Bay Network Attached Storage (Diskless)	1	JPD
Gateway NV53A882U	Laptop Computer	1	JPD
Lenovo IdeaPad Z710	Laptop Computer	1	JPD
Lenovo Y50-70	Laptop Computer	1	JPD
HP 15-DB0091WM	Laptop Computer	1	JPD
HP Elitebook 8530P	Laptop Computer	1	JPD
Dell Latitude E6420	Laptop Computer	1	JPD
Dell Latitude E6420	Laptop Computer	1	JPD
Dell Latitude E6420	Laptop Computer	1	JPD
H&P Laser Set P2105dn	Printer	1	JPD
Garrett AT Pro	Metal Detector	1	JPD
Flood Light	Dual Head/Yellow	1	JPD
Flood Lights	Dual Head/Orange w/stands	3	JPD
Box of US and Foreign Coins		2	JPD
Box of Misc Costume Jewelry/Coins		1	JPD
Jack		1	JPD
Rigid Air Compressor		1	JPD
Bolt Cutters		1	JPD
Echo CS400 Chainsaw		2	JPD
Echo CS590 Chainsaw		1	JPD
Plastic Box of Misc tools		1	JPD
Red Bolt Cutters		1	JPD
Greenlee Fish Tape Blower		1	JPD
Misc Hand Tools		1	JPD
18V Impact Drill		1	JPD
Hart Brand Tool Box/Misc Tools		1	JPD
Drill		1	JPD
Air Pump		1	JPD
Dewalt Construction Radio		1	JPD
Bag with metal detector,		1	JPD
Large Tote of Pokemon cards		1	JPD
Beard Trimmer (New in Package)		1	JPD
Bag of Frisbees		1	JPD
Collector Match Books/Candles		1	JPD
Box of Misc Older Tools		1	JPD
Boxing Gloves (set)		1	JPD
Coleman Camp Oven		1	JPD
Catalytic Convertors		90+	JPD
Misc Car Parts (Mufflers)		2	JPD
Bicycle		4	JPD
Weedeater		1	JPD
Pole Saw		1	JPD
2018 Dodge Charger	4-Door Sedan (Totaled)	1	JPD
2014 Ford Taurus	4-Door Sedan (Totaled)	1	JPD
2014 Ford Explorer	4-Door Sedan (Totaled)	1	JPD
2018 Dodge Charger	4-Door Sedan (Totaled)	1	JPD
2004 Chev Mini-Van	Mini-Van	1	JPD
2001 Chevy Silverado	1/2 Ton Truck	1	Plan & Com Dev.
2006 Chevy Silverado	1/2 Ton Truck	1	Plan & Com Dev.
2001 Ford Crown Victoria	4 Door Sedan	1	Plan & Com Dev.
2009 Chevy Colorado	Small Truck	1	Plan & Com Dev.
2010 Ford Ranger	Ford Ranger	1	Sewer Maint
Hydraulic Breaker Okada - 1997	Backhoe Jackhammer	1	Streets
Fiatallis - Grader - 1998	Road Grader	1	Streets
Freightliner Heavy Duty Truck - 1991	Low Boy Truck	1	Streets
CMI/Load King 35 Ton Lowboy - 1991	Low Boy Trailer	1	Streets
Caterpillar Roller - 2013	Steel Drum Roller	1	Streets
Ingersoll Rand Jackhammer	MX 90 Jackhammer	2	Streets

Ingersoll Rand Jackhammer	MX60 Jackhammer	1	Streets
Troybilt Generator	5500 Watt	1	Streets
Misc Weedeater Units / Parts	Echo	Misc / Multi	Streets
Stainless Steel Roof Topper	City Hall	1	Streets
Flag Pole	Flag Pole	1	Streets
Light Pole	Galvanized Light Pole	1	Streets
Light Pole Base	Marble / Granite	2	Streets
Heavy Duty Tire Rack	2 Tier Tire Rack	1	Streets
Heavy Duty Rack	Metal	1	Streets
Assortment Heavy Duty Tires	Truck / Equipment Tires	Multi	Streets
Tire Rims	Truck / Equipment Tires	Multi	Streets
4 Drawer File Cabinet	Tan - Hon	4	PW -Engineering
Electric 3-Hole Punch	Swingline	1	PW -Engineering
Industrial Back Support	XL - Black	1	PW -Engineering
Rolodex	Black - Desktop	1	PW -Engineering
Micro Cassette Tape Recorder	Radio Shack	2	PW -Engineering
Micro Cassette Tape Recorder	Optimus	1	PW -Engineering
Micro Cassette Tape Recorder	Disctaphone	1	PW -Engineering
Digital Camera	Canon	1	PW -Engineering
USB 2.0 Multi-card Reader	Lexar Media	1	PW -Engineering
Earphones	Sony	1	PW -Engineering
4 Drawer Desk Storage Container	Atlanta	1	PW -Engineering
Under Desk Foot Rest	Rubbermaid	1	PW -Engineering
Book Cart	Back metal	1	PW -Engineering
12" Two-Way Stage Monitor Speaker	JRX 100	2	PW -Engineering
Dry Erase Board	36 x 48	1	PW -Engineering
Laptop Computer Mount for vehicle	Black metal	1	PW -Engineering
3 Piece Corner Desk	Gray w/brown top	1	PW -Engineering
Metal Office Desk	Tan w/ brown top	2	PW -Engineering
Office Chair	Burgundy Fabric	1	PW -Engineering
Office Chair	Blue Fabric	2	PW -Engineering
Flag Pole	6' Wood	1	PW -Engineering
Ford Pickup	2002 Ford F350 Super Duty P/U	1	Rec/Solid Waste
2002 Ford F350 XL Super Duty	Regular Cab, Utility Bed	1	PW - Sign Shop
Route 66 Wayfinding Signs	24" x 30" Blue, Black and White	12	PW - Sign Shop
In-Table with Drawers	Wooden, 3-drawers with Dividers	1	Traffic-Signal
Mobile Workbench	Homemade Workbench with Wheels	1	Traffic-Signal
Metal Storage Basket	Miscellaneous Wire Baskets	10	Traffic-Signal
Spool of Wire	14 AWG Green Wire	2	Traffic-Signal
Spool of Wire	14 AWG Black Wire	2	Traffic-Signal
Signal Head	Old 3-Section Signal Heads	3	Traffic-Signal
Knee Pads	Hardshell Knee Pads with Foam Padding	2 (Sets)	Traffic-Signal
Corner Desk	Metal. Black/Brown. All Drawers Included	1	Traffic-Signal
Corner Desk	Metal. Beige/Brown. All Drawers included	1	Traffic-Signal
2003 Chevy 1 Ton	Blue 1 Ton Dump truck	1	Wasterwater
2002 International Semi	Series 7500	1	Wasterwater
2004 International Semi	Series 7500	1	Wasterwater
2002 InternationalSemi	Series 7500	1	Wasterwater
2000 Arco Tank Trailer	6000 Gallon Tanker	1	Wasterwater
2000 Arco Tank Trailer	6000 Gallon Tanker	1	Wasterwater
2004 LongHorn Tank Trailer	6000 Gallon Tanker	1	Wasterwater
2004 LongHorn Tank Trailer	6000 Gallon Tanker	1	Wasterwater
Handheld DO Meter	Portable DO Meter	3	Wasterwater
Desk Chair	Yellow Desk Chair	1	Wasterwater
Isco Sampler	Sequential Sampler	1	Wasterwater
Sample Drying Over	ThermoScientific Oven	1	Wasterwater
Conductive Tester	Hach Brand Handheld	1	Wasterwater
Lab Glassware /Plastic	Flaks, Cylinders ect.	3 boxes	Wasterwater
Aluminum Weighing Circles	4 Inch Flat	1 Box	Wasterwater
Air Plasma Cutter	Thermil Dynamics	1	Wasterwater
Air Compressor	Gas Powered	1	Wasterwater
Wal Kenshaw Generator	Methane 150 Kw Generator	1	Wasterwater
Echo Weedeater		1	Wasterwater
Small Black Trailer	Two Axle 5 x 10 with Ramp	1	Wasterwater
Push Mowers		2	Wasterwater
Push String Trimmer		1	Wasterwater
Smal Generator (Portable)	5000 Watt Generator	1	Wasterwater
Diesel Trash Pumps Thompson	2005 Trailer Mounted	1	Wasterwater

Diesel Trash Pumps Thompson	2005 Trailer Mounted	1	Wasterwater
10 ft Field Roller		1	Wasterwater
Rotory Cutter	Brush Hog 7 ft.	1	Wasterwater