COUNCIL AGENDA
Monday, August 19, 2019
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Update On The Boomtown TIF, Presented By Finance Director Leslie Haase.

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. FY 2020 Budget Presentation

      Documents:

      2020 BUDGET PRESENTATION.PDF

8. **Consent Agenda**

   1. August 5, 2019 Informal Meeting Notes

      Documents:

      INF NOTES AUG. 5, 2019.PDF

   2. August 5, 2019 City Council Meeting Minutes

      Documents:

      MINS. AUG 5, 2019.PDF

   3. MInutes Of The August 12, 2019 Special City Council Meeting

      Documents:

      SP MTG AUG 12-PENSION PLAN.PDF

   4. COUNCIL NO. 2019-005

      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:

CB2019-005.PDF

5. COUNCIL BILL NO. 2019-143

AN ORDINANCE approving an agreement with Gary B. Young and Kimberly D. Young to provide residential sanitary sewer to property located at 3931 Apricot Drive, authorizing the City Manager to execute or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2019-143.PDF

6. COUNCIL BILL NO. 2019-269

AN ORDINANCE providing for the vacation of a utility easement located approximately 145 ft. West and 175ft South of the intersection of 26th Street and Maiden Lane Avenue.

Documents:

CB2019-269.PDF

9. COUNCIL BILL NO. 2019-270

AN ORDINANCE approving a request by Lera Dill to remove from District M-2 (Heavy Industrial) and include in District C-2 (Central Business) for the operation of a duplex.

Documents:

CB2019-270.PDF

1. COUNCIL BILL NO. 2019-271

AN ORDINANCE establishing grades and accepting the Plat of Sonic Addition #2 Subdivision located at 1030 E. 7th Street in the City of Joplin, Jasper County, Missouri.

Documents:

CB2019-271.PDF

10. Resolutions

11. Ordinances - Emergency

1. COUNCIL BILL NO. 2019-144

AN ORDINANCE approving an amendment (Change Order No. 4) to the construction agreement with Crews Construction Inc., in the not to exceed amount of Ninety-Two Thousand Five Hundred Thirty-Three and 91/100 Dollars ($92,533.91) for the Tin Cup Lift Station Renovation 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.

Documents:

CB 2019-144 SUMMARY SHEET TIN CUP LIFT STATION RENOVATION CHANGE ORDER NO4.PDF
CB 2019-144 - AMENDMENT TO CONSTRUCTION AGREEMENT.PDF
C.O. NO. 4 CREWS TCLS 2019.PDF

2. COUNCIL BILL NO. 2019-451
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 Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); 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:

CB2019-451 SUMMARY SHEET.PDF
CB2019-451-COUNCIL BILL.PDF
CB2019-451 SUPPLEMENTAL ITEM CONTRACT.PDF

3. COUNCIL BILL NO. 2019-514
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

Documents:

CB 2019-514 SUMMARY BUDGET AMENDMENT.PDF
CB 2019-514 BUDGET AMENDMENT ORDINANCE.PDF
CB 2019-514 SCHEDULE A BUDGET AMENDMENT AUGUST 19 2019.PDF

12. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-617

AN ORDINANCE approving the applications of Active Lifestyle Inc., for Joplin Memorial Run; George A. Spiva Center for the Arts, for Master Level Art Instruction; Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Joplin Arts Fest Committee for the Joplin Arts Fest; Carl Junction Chamber of Commerce for the 23rd annual Carl Junction Bluegrass Festival; Joplin Disc Golf Club for 15th annual Four State Open; Rufus Racing, for 12th annual Summer Roundup Triathlon; Emancipation Celebration Committee for Emancipation Park Day Celebration; Ozark Christian College, for 2020 Conference Series; Downtown Joplin Alliance for 2020 Event Marketing Campaign; Historic Murphysburg Preservation, Inc for the 2019 and 2020 Home for the Holidays events; George Washington Carver National Monument, for

Marketing 2020 Park Events; Missouri Southern State University Alumni Association for Alumni Tracking Software; Joplin History and Mineral Museum, for a 2020 Marketing Campaign and upgrade to the Bonnie and Clyde Exhibit; Wildcat Glades Friends Group, for 2020 Event Marketing; ProMusica for 2020 Concert Series; and a Joint Marketing Effort with the Carthage CVB for utilization of FY2020 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

JCVB FY20 GRANT FUNDING ORDINANCE CB2019-617.PDF
JCVB FY20 GRANT FUNDING SUMMARY SHEET CB2019-617.PDF
MEMO SUMMARY GRANT FY20.PDF

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

14. **Unfinished Business**

15. **New Business**

    1. Appoint Citizens Committee For The One-Half Cent (½¢) Sales Tax Election

    2. News From Public Information Officer, Lynn Onstot

    3. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2018. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

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

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

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

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

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 2018 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 2020
PROPOSED BUDGET

CITY OF JOPLIN
ESTIMATE OF NEEDS
PROJECTED FUND BALANCES
FOR FISCAL YEAR 2019-2020

	Audited Fund Balance at 10-31-18	Projected 2018-2019 Activity				Projected Fund Balance at 10-31-19	Projected 2019-2020 Activity				Projected Fund Balance at 10-31-20
		Sources	Operating Expenses	Capital Assets *	Total Expenses		Sources	Operating Expenses	Capital Assets *	Total Expenses	
General Fund	**13,617,029**	31,417,112	30,968,615	1,380,865	32,349,480	**12,684,661**	31,560,981	29,749,770	1,783,560	31,533,330	**12,712,312**
Public Safety Sales Tax	**7,592,207**	7,259,400	6,455,625	47,176	6,502,801	**8,348,806**	7,367,950	6,606,934	530,650	7,137,584	**8,579,172**
Convention & Tourism	**1,257,792**	1,411,000	1,205,472	27,019	1,232,491	**1,436,301**	1,409,000	1,367,480	16,400	1,383,880	**1,461,421**
Health & Welfare	**689,560**	2,599,743	2,517,004	41,106	2,558,110	**731,193**	2,633,348	2,571,636	46,650	2,618,286	**746,255**
Parks & Recreation	**132,781**	3,563,754	3,284,883	277,886	3,562,769	**133,766**	3,490,450	3,334,032	250,900	3,584,932	**39,284**
Solid Waste Management	**1,164,261**	3,046,593	2,918,798	17,525	2,936,323	**1,274,531**	3,035,286	2,919,300	29,850	2,949,150	**1,360,667**
Parks/Stormwater Sales Tax	**4,305,785**	3,818,200	1,216,649	2,583,000	3,799,649	**4,324,336**	3,672,475	1,338,420	3,975,900	5,314,320	**2,682,491**
Transportation Sales Tax	**5,511,645**	11,654,432	10,340,065	2,542,872	12,882,937	**4,283,140**	11,215,522	9,445,148	2,375,600	11,820,748	**3,677,914**
Capital Improvement Sales Tax	**17,678,340**	8,832,300	815,916	9,181,819	9,997,735	**16,512,905**	5,608,713	823,650	11,466,000	12,289,650	**9,831,968**
Community Development	**(1,480,915)**	6,243,577	6,169,762	-	6,169,762	**(1,407,100)**	6,044,359	6,028,631	10,250	6,038,881	**(1,401,622)**
Economic Development	**3,802,398**	25,000	-	-	-	**3,827,398**	20,000	-	-	-	**3,847,398**
Debt Service	**91,479**	1,620,000	1,690,609	-	1,690,609	**20,870**	-	-	-	-	**20,870**
Infrastructure Improvements	**(3,877,513)**	18,519,163	100,000	18,344,189	18,444,189	**(3,802,539)**	3,705,000	1,100,000	2,845,000	3,945,000	**(4,042,539)**
Revolving Public Improvements	**412,919**	655,000	343,250	-	343,250	**724,669**	70,000	68,250	-	68,250	**726,419**
Regional Airport	**29,586,532**	3,261,726	2,338,816	1,663,504	4,002,320	**30,509,442**	11,045,160	2,577,709	9,196,500	11,774,209	**38,976,893**
Municipal Golf Course	**403,175**	972,680	787,017	105,349	892,366	**588,838**	795,980	817,062	95,480	912,542	**567,756**
Sanitary Sewer	**78,781,625**	16,377,183	14,159,074	9,424,107	23,583,181	**80,999,734**	16,364,000	13,875,383	10,351,173	24,226,556	**83,488,351**
Central Garage	**345,691**	1,708,044	1,554,553	18,400	1,572,953	**499,182**	1,708,700	1,575,960	314,000	1,889,960	**631,922**
Health Self-Insurance	**3,166,598**	5,387,000	4,862,300	-	4,862,300	**3,691,298**	5,437,000	4,862,300	3,000	4,865,300	**4,265,998**
Workers Compensation Self-Ins	**2,937,414**	706,545	1,546,157	-	1,546,157	**2,097,802**	701,431	706,450	-	706,450	**2,092,783**
Liability & Property Insurance	**697,052**	1,185,979	1,310,688	-	1,310,688	**572,343**	1,763,608	1,313,608	-	1,313,608	**1,022,343**
Emergency Communications	**1,659,082**	1,822,189	1,870,396	91,600	1,961,996	**1,610,875**	1,829,377	1,884,999	81,050	1,966,049	**1,555,253**
Joplin TIF Commission	**2,136,928**	1,863,000	13,000	2,100,000	2,113,000	**1,886,928**	1,863,000	13,000	2,100,000	2,113,000	**1,636,928**
Joplin Redevelopment Corporation	**5,169,364**	4,076,000	864,000	96,082	960,082	**8,285,282**	4,079,000	864,000	96,082	960,082	**11,404,200**

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 49,733,088	$ -	$ 5,890,000	$ 55,623,088
Licenses & Permits	1,747,800	-	-	1,747,800
Fines & Forfeitures	852,000	-	-	852,000
Service Charges & User Fees	3,571,450	20,842,537	-	24,413,987
Charges & Assessments	1,370,674	8,647,239	-	10,017,913
Other Income & Donations	1,951,175	95,000	52,000	2,098,175
Intergovernmental	12,073,360	8,840,000	-	20,913,360
TOTAL REVENUES	**$ 71,299,547**	**$ 38,424,776**	**$ 5,942,000**	**$ 115,666,323**
EXPENDITURES				
General Government	$ 5,829,088	$ 9,273,369	$ 3,073,082	$ 18,175,539
Public Safety	21,343,898	1,789,636	-	23,133,534
Public Works	2,508,595	2,394,947	-	4,903,542
Highways & Streets	24,825,468	-	-	24,825,468
Environmental	2,851,419	11,044,501	-	13,895,920
Health Services	2,552,789	-	-	2,552,789
Culture & Recreation	5,542,339	792,257	-	6,334,596
Social Services	6,781,510	-	-	6,781,510
Debt Service	-	591,117	-	591,117
Infrastructure/Economic Development	3,945,000	-	-	3,945,000
TOTAL EXPENDITURES	**$ 76,180,106**	**$ 25,885,827**	**$ 3,073,082**	**$ 105,139,015**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (4,880,559)**	**$ 12,538,949**	**$ 2,868,918**	**$ 10,527,308**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,533,537	$ 1,220,480	$ -	9,754,017
Transfers Out	(12,503,905)	(1,727,644)	-	(14,231,549)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (3,970,368)**	**$ (507,164)**	**$ -**	**$ (4,477,532)**
NET CHANGE IN FUND BALANCE	**$ (8,850,927)**	**$ 12,031,785**	**$ 2,868,918**	**$ 6,049,776**
FUND BALANCE, BEGINNING OF YEAR	**$ 49,092,937**	**$ 120,569,514**	**$ 10,172,210**	**$ 179,834,661**
FUND BALANCE, END OF YEAR	**$ 40,242,010**	**$ 132,601,299**	**$ 13,041,128**	**$ 185,884,437**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 109,183,603	$ -	$ 109,183,603
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	16,656,241	-	-	16,656,241
Unrestricted Fund Balance/Net Assets	23,585,769	19,713,935	13,041,128	56,340,832
TOTAL FUND BALANCE SUMMARY	**$ 40,242,010**	**$ 132,601,299**	**$ 13,041,128**	**$ 185,884,437**

REVENUES

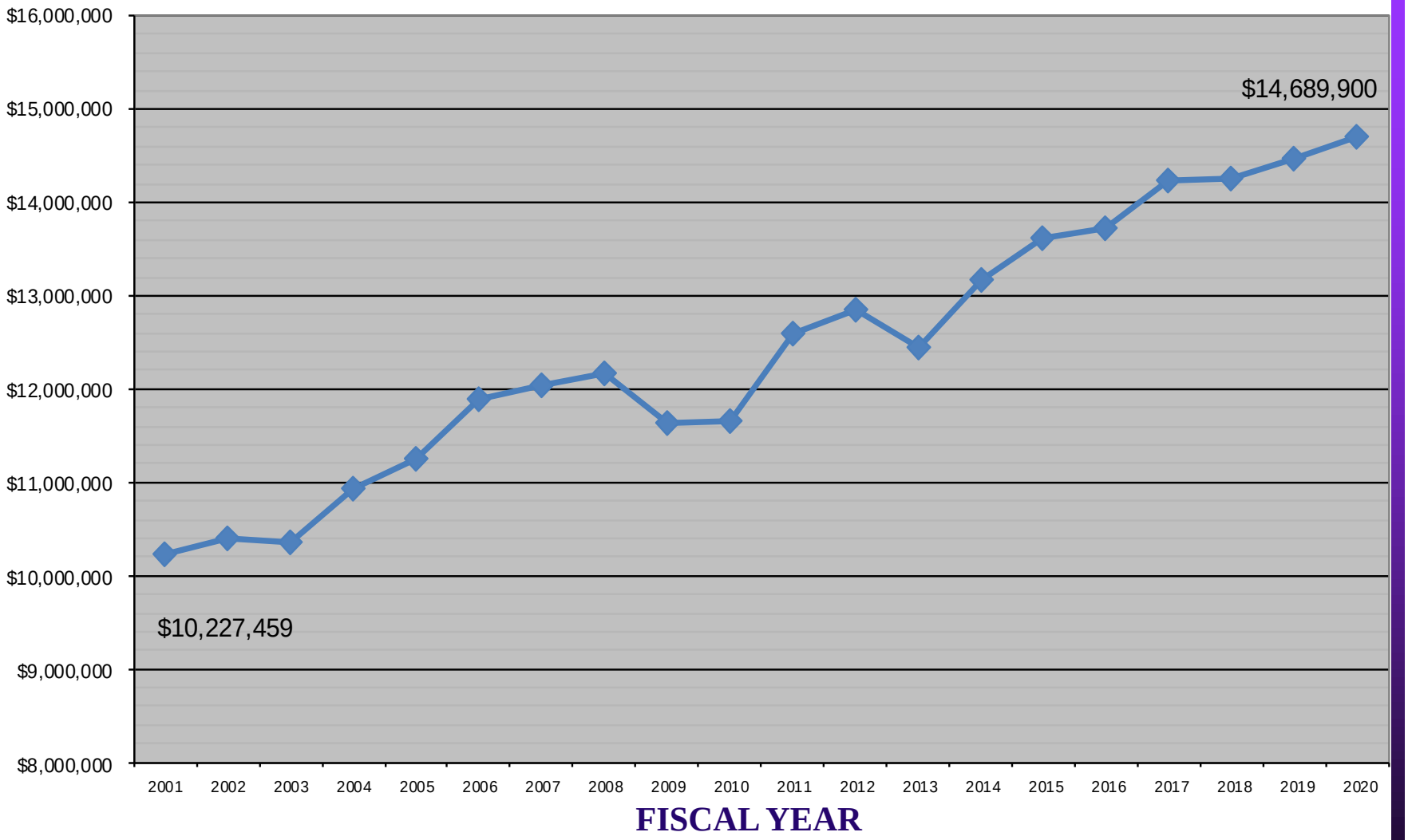
FY 2020 Proposed Budget

General Sales Tax	$	14,689,900
Public Safety General Sales Tax		7,344,950
Utility Franchise Tax		6,185,000
Interest Earnings		1,810,250
Fines & Forfeitures		852,000
Other Income		287,925
Parks & Stormwater Sales Tax		3,672,475
Transportation Sales Tax		7,344,950
Capital Improvement Sales Tax		5,508,713
Wastewater Fees		16,165,000
Intergovernmental (Grants)		20,913,360
Charges for Services		20,014,700
Other Taxes		9,558,000
Property Taxes		1,319,100
TOTAL REVENUE	**$**	**115,666,323**

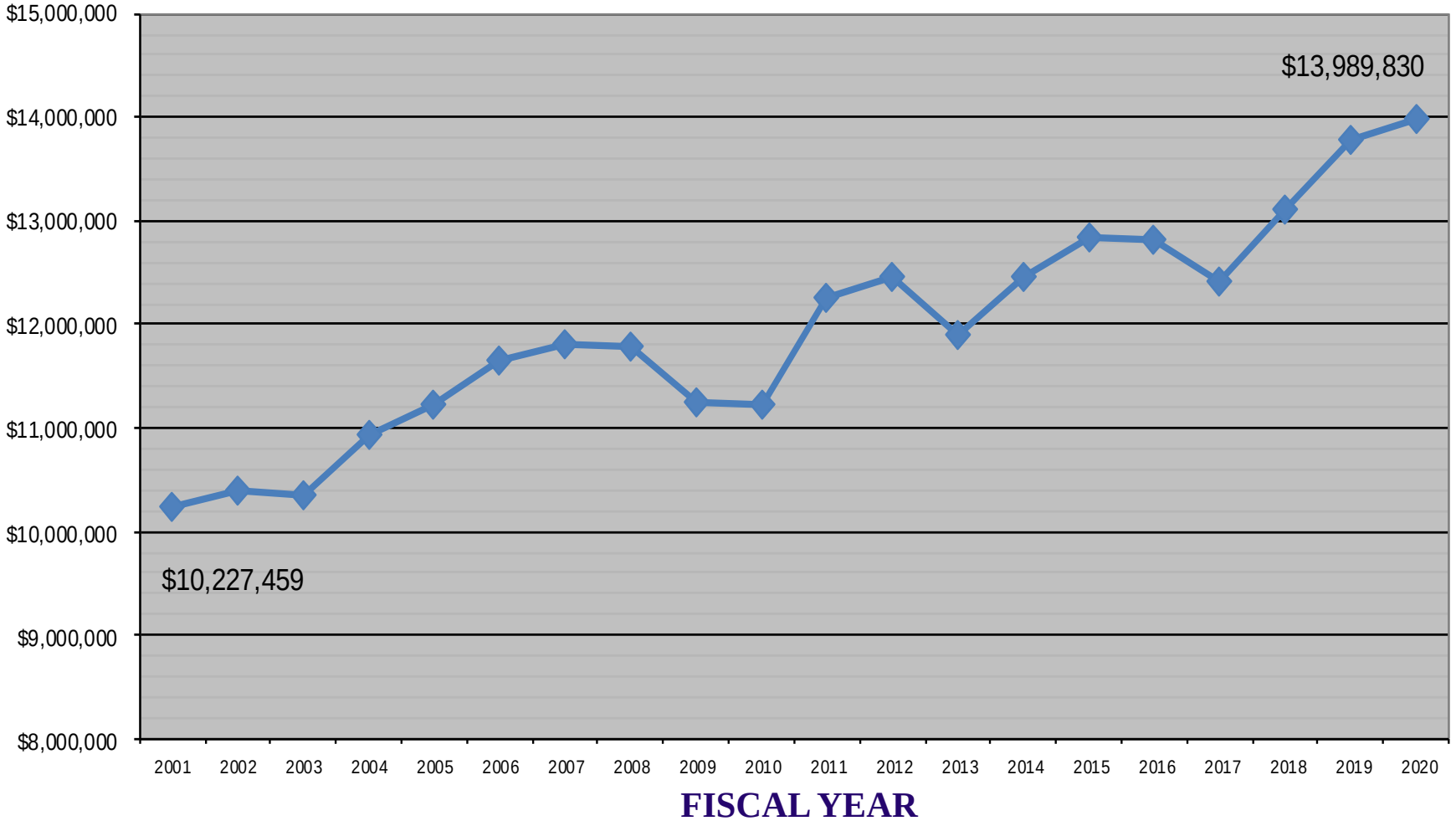
REVENUE HIGHLIGHTS

- **Sales Tax**
  - Projected Sales Tax increase in the FY 2020 Budget is 1.5%.
  - Revenue generated from the 1.0% General 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 approximately $38.6 million in FY 2020.

1% GENERAL GROSS SALES TAX

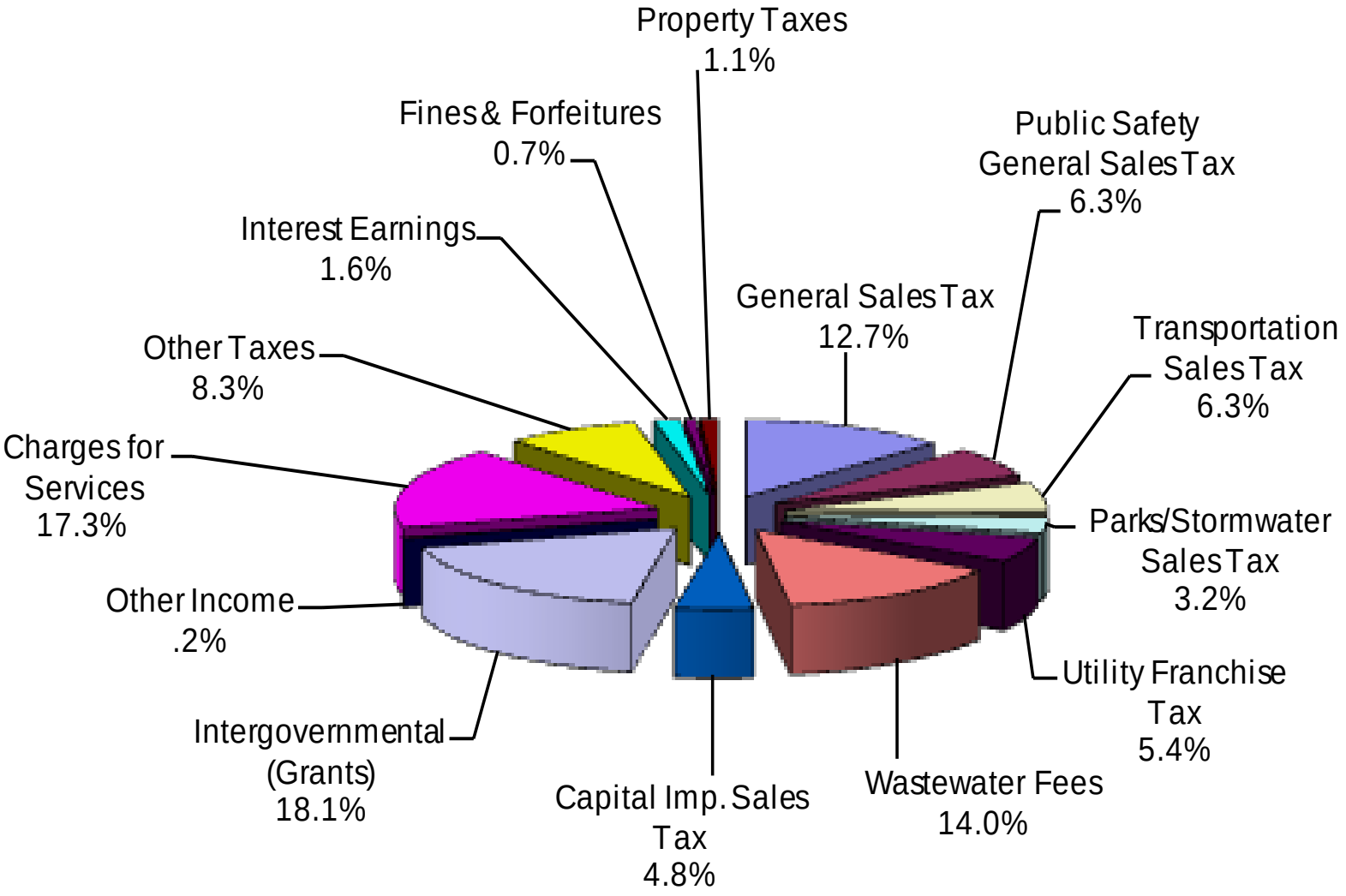


1% GENERAL NET SALES TAX (Less TIF Payments)



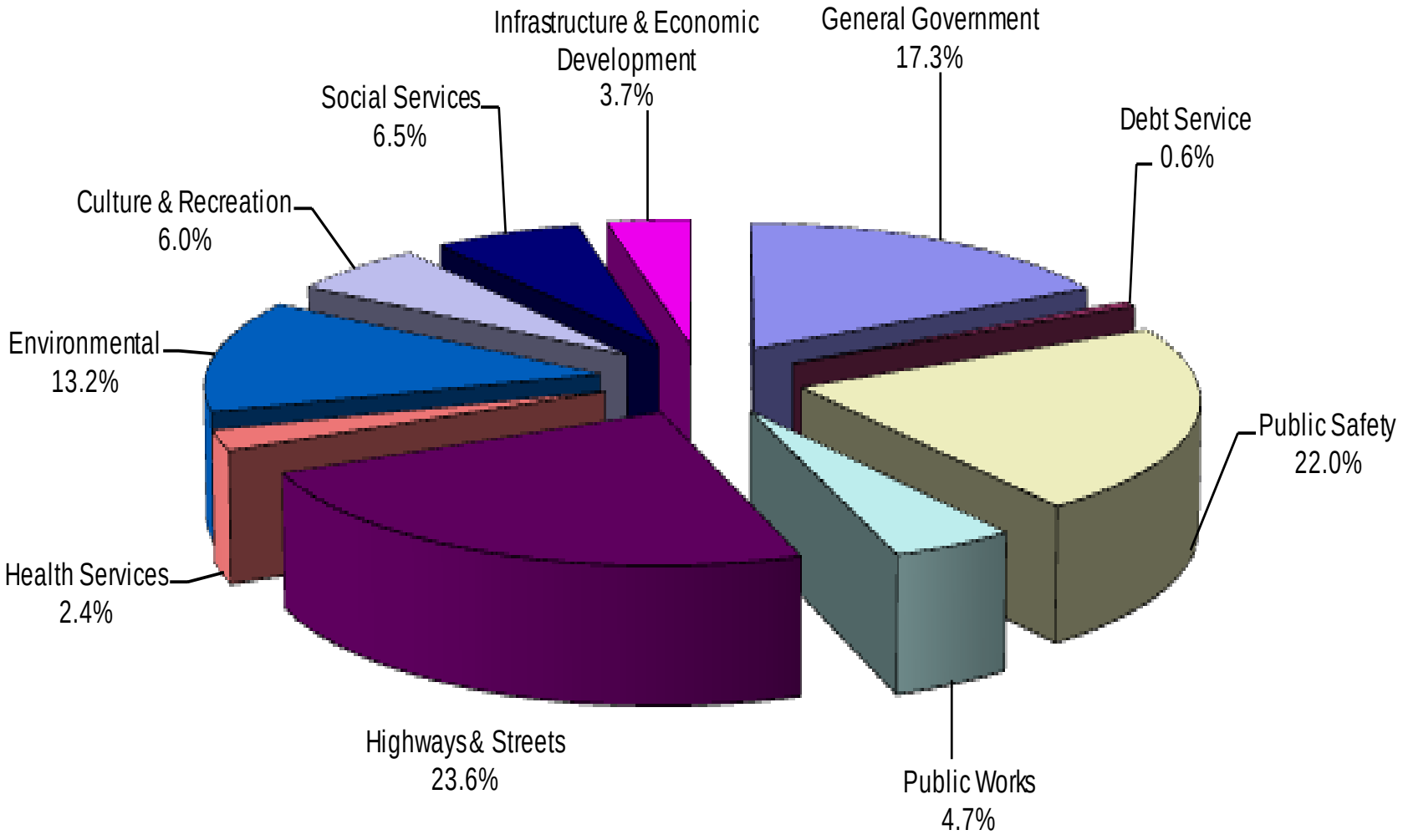
TOTAL REVENUE BY TYPE – ALL FUNDS

FY 2020 Budget



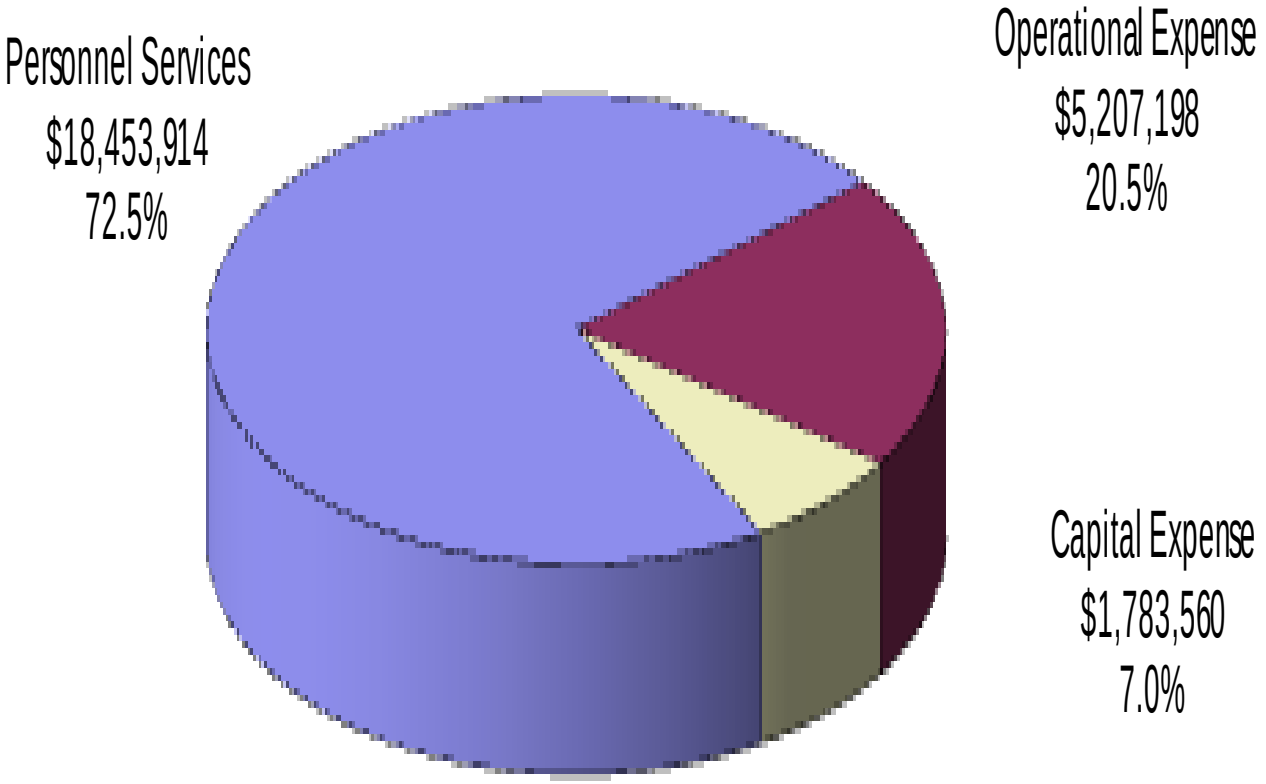
EXPENDITURES BY FUNCTION – ALL FUNDS

FY 2020 Budget



TOTAL EXPENDITURES GENERAL FUND

FY 2020 Budget



Positions by Fund

Full-Time Equivalent (FTE)

	FY 2018 Actual	FYE 2019 Actual	FY 2020 Proposed Budget
GENERAL FUND			
City Manager	3.00	3.00	4.00
City Clerk	2.00	2.00	2.00
Legal Services	6.40	6.40	6.25
Human Resources	4.00	3.60	3.60
Building Regulations	6.00	6.00	6.00
Finance	10.00	10.00	10.00
Information Technology	6.00	6.00	6.00
Municipal Court	10.00	9.00	9.00
Public Works	17.30	17.40	17.40
Police	139.80	109.80	109.80
Fire	96.00	71.00	71.00
Cemeteries	7.20	7.20	7.20
Emergency Management	2.00	2.00	2.00
Neighborhood Improvement	4.20	4.20	4.20
Total General Fund	**313.90**	**257.60**	**258.45**
SPECIAL REVENUE FUNDS			
Public Safety Sales Tax	-	55.00	55.00
Convention & Tourism	4.25	4.25	4.25
Health & Welfare	33.55	31.80	31.80
Parks & Recreation	39.65	39.65	39.65
Solid Waste Management	4.20	4.20	4.20
Parks & Stormwater Sales Tax	14.50	14.50	14.50
Transportation Sales Tax	59.20	59.20	59.20
Capital Improvements Sales Tax	1.90	1.90	1.90
Community Planning	12.80	12.80	8.80
Total Special Revenue Funds	**170.05**	**223.30**	**219.30**
ENTERPRISE FUNDS			
Regional Airport	8.55	12.30	13.80
Municipal Golf Course	10.50	10.50	10.50
Sanitary Sewer	52.70	52.70	52.95
Total Enterprise Funds	**71.75**	**75.50**	**77.25**
INTERNAL SERVICE FUNDS			
Central Garage	5.20	5.20	5.20
Workers Compensation	0.50	0.80	0.80
Liability & Property Self-Insurance	0.50	0.60	0.60
Emergency Communications	22.00	22.00	22.00
Total Internal Service Funds	**28.20**	**28.60**	**28.60**
TOTAL FTE - ALL FUNDS	**583.90**	**585.00**	**583.60**
Not included in FTE Count:			
One Public Defender in Municipal Court (Contract)			
Nine City Councilors (Stipend)			

FY 2020 PROPOSED PERSONNEL CHANGES

- General Fund:
  - Add Executive Assistant/Secretary to City Manager Department (net neutral budget impact)
  - Increase Assistant City Attorney from .75 FTE to 1.00 FTE and Eliminate Prosecutor's unfilled Part-Time Clerk in Legal Services (net neutral budget impact)

FY 2020 PROPOSED PERSONNEL CHANGES

- Community Planning Fund:
  - Add Planner in Planning & Zoning division, due to the grant requirement of the Metropolitan Planning Organization (MPO) grant
  - Eliminate unfilled Community Development Assistant position
  - Eliminate 4 unfilled CDBG-DR grant-funded positions due to near completion of the grant

FY 2020 PROPOSED PERSONNEL CHANGES

- Airport Fund:
  - Add 3 Part-Time Custodians (1.5 FTE) to bring the outside custodial service in-house (net neutral budget impact)
- Sanitary Sewer Fund:
  - Add Part-Time Laborer I (.25 FTE) in Sewer Billing for shut-off compliance, rather than use existing employees in other positions from outside departments (net neutral budget impact)

FY 2020 PROPOSED PERSONNEL CHANGES

- Step Increase effective on employee's anniversary date, for those eligible employees
- Estimated 3% increase in Health Insurance
- Decrease in LAGERS contribution from 12.7% to 12.5%
- Increase in Police & Fire Pension contribution from 30.97% to 31.75%

EXPENDITURE HIGHLIGHTS

- General Fund: $ 952,750
  - Voice Over Internet Phone (VOIP) Conversion
    - Phase 2 of 3 - $102,750
  - Replacement Quint – Fire Truck #1 - $850,000
- Public Safety Sales Tax Fund: $ 347,600
  - Replacement Mobile Data Computers (79) - $347,600

EXPENDITURE HIGHLIGHTS

- Parks & Stormwater Sales Tax – Stormwater Projects: $ 3,852,800
  - Minor System Improvements – 10th & Main Culvert Replacement - $220,000
  - Minor System Improvements – 10th & Chestnut Culvert Replacement - $388,000
  - Minor System Improvements – 4th & Porter Culvert Replacement - $1,192,500
  - Culvert Improvements – Lone Elm & Murphy Blvd. - $565,000
  - Ditch & Culvert Improvements, Connecticut between 32nd & 35th (ROW) - $169,000
  - Ditch & Culvert Improvements, Connecticut between 35th & 37th (ROW) - $123,000
  - Channel Improvements, Canterbury Ditch 3rd to 7th (Design) - $116,300
  - Ditch & Culvert Improvements, 4th & School Avenue - $960,000
  - Ditch & Culvert Improvements, 2nd & Oliver/McCoy - $119,000

EXPENDITURE HIGHLIGHTS

- Parks & Stormwater Sales Tax – Parks Projects: $ 123,100
  - Trail Amenities (Benches, Receptacles & Trail Markers) - $20,100
  - Athletic Complex Improvements (Playground) - $45,000
  - Ewert Park Improvements (Landscaping) - $2,000
  - Leonard Park Improvements (Landscaping) - $2,000
  - McClelland Park Improvements (Landscaping) - $2,000
  - Humphrey Park Improvements (Landscaping) - $2,000
  - Landreth Park Improvements (Playground & Landscaping) - $50,000

EXPENDITURE HIGHLIGHTS

- Transportation Sales Tax Fund: $ 2,068,800
  - Replacement Pot Hole Patch Truck - $104,000
  - Replace Single Axle Dump Truck with 10-Wheeler Dump Truck with Snow Box & Plow (2) - $385,000
  - Street Maintenance - $150,000
  - City Overlay Program - $1,050,000
  - Replacement Street Sweeper - $239,800
  - Replacement Trolley Vehicle (2) - $140,000

EXPENDITURE HIGHLIGHTS

- Capital Improvement Sales Tax Fund: $ 11,466,000
  - 32nd Street – Schifferdecker to Country Club Road (ROW) - $690,000
  - 32nd Street – County Club to Central City Road (ROW) - $690,000
  - Connecticut – 32nd to 44th (ROW) - $500,000
  - Zora – Rangeline to MO 249 (ROW) - $645,000
  - 32nd Street – Schifferdecker to Country Club Road - $750,000
  - 32nd Street – Country Club to Central City Road - $791,000
  - Neighborhood Transportation Improvements - $150,000
  - Street Surface Repair - $650,000
  - Connecticut – 32nd to 44th - $4,500,000
  - Zora – Rangeline to MO 249 - $1,500,000
  - Existing Traffic Signal Upgrades – Automated Signal Timing Systems - $600,000

EXPENDITURE HIGHLIGHTS

- Infrastructure Fund: $ 2,820,000
  - 15th Street Extension - $225,000
  - Infrastructure #1 & #2 – Sidewalk Projects – CDBG-DR - $825,000
  - Infrastructure #1 & #2 – Street Projects – CDBG-DR - $1,250,000
  - 4th & School – Stormwater Project – CDBG Entitlement - $390,000
  - Infrastructure #1 & #2 – Stormwater Projects – CDBG-DR - $130,000

- Airport Fund: $ 9,150,000
  - Runway 18/36 – Phase 1 of 2 - $7,900,000
  - Entrance Road Project – GA Terminal - $1,250,000

EXPENDITURE HIGHLIGHTS

- Sanitary Sewer Fund: $ 10,106,073
  - Replacement Roof (3) – Turkey Creek & Shoal Creek Digesters - $775,000
  - Replacement Rodder Truck - $300,000
  - 7th Street East Annexation Sanitary Sewer Extension - $400,000
  - I & I Rehabilitation - $1,750,000
  - Parallel Force Main – Tin Cup to Filmore Bridge - $3,000,000
  - Parallel Gravity Junction Box – Lone Elm - $1,200,000
  - Waters Edge Interceptor - $931,073
  - Joplin Creek Lone Elm Interceptor - $1,400,000
  - Storage Basin Study – Turkey Creek - $350,000
- Central Garage Fund: $ 300,000
  - Replacement Diesel Fuel Island - $300,000

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
AUGUST 5, 2019

Mayor Shaw called the August 5, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and Assistant City Attorney Jordan Paul. Absent: Ryan Stanley.

Parks and Recreation Department Annual Report

Parks and Recreation Director Paul Bloomberg presented the 2018 annual report for his department.

Director Bloomberg stated the Joplin Parks and Recreation Department is responsible for the City's recreational programs and maintains 24 City-owned parks and greenspaces. Other facilities include Memorial Hall, 3 aquatic centers, 4 cemeteries, Joe Becker Stadium, the Joplin Athletic Complex, and Schifferdecker Golf Course. The Department is responsible for over 1,000 acres of park land, including walking, hiking and biking trails. Participation in most of the recreation programs continues to increase. 2019 numbers are expected to surpass 2018.

Director Bloomberg stated he has a great staff and he believes the Joplin Parks and Recreation Department provides quality parks, services, and programs to enhance the quality of life for the citizens of Joplin and surrounding communities**.**

The city council thanked Director Bloomberg for his report and commented on the beautiful design of the report. Paul credited Carla Bond, Business Development Director for Parks & Rec, for producing the report, in-house.

The meeting adjourned at 5:50 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
AUGUST 5, 2019 MEETING MINUTES

CALL TO ORDER

The regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Brown.

ROLL CALL

Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and Assistant City Attorney Jordan Paul. Absent: Ryan Stanley.

Motion by Mr. Monteleone, second by Mr. Cortez to excuse Mr. Stanley. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0.

PRESENTATIONS

Shelly Kraft and Audie Dennis (Vision Joplin 2022) presented a summary of the feasibility study for the Creative Learning Alliance. Based on the analysis of the report, a Discovery Center has the potential to operate successfully over time, if the assumptions regarding quality of facility development, operations and fund raising are met. This project will derive substantial income from admission tickets, memberships, programs and retail; however, active and successful fundraising is necessary to sustain the Discovery Center. The next steps for 2020-2021 are to create a timeline to include: engaging with the community, consider facility options (both temporary and permanent locations) and develop an operating budget.

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

Finance Director Leslie Haase presented an update on the discussion of Police and Fire Recruiting, Retention and Benefit issues. After the update, there was a discussion regarding the next steps:

- Finalize the pension membership election results on August 12, 2019
- At an upcoming city council meeting, the city council will be asked to consider seeking approval from voters at the November 5, 2019 election for a ½ -cent general sales tax with a sunset to fund and close the pension plan to new hires
- Appoint and engage a Citizens Committee to assist in the public education process
- Following a successful citizen election, the city council must approve various ordinance
    1) Ratify pension plan amendment
    2) Adopt LAGERS L-11 plan for the police and fire employees
    3) Adopt changes to the Personnel Rules and Regulations to ensure no negative impact on the employees migrating “Tier II” employees’ current rights and benefits

The keys to the success of this change is to continue working together; having unified support by stakeholders; ensuring that everyone is involved; keep the public informed and continue to focus on the future.

CITIZEN REQUESTS AND PETITIONS

Jon Schwarten and Jeff Jones addressed council to seek possible City funding of $13,000 to cover 20% of a new ADA compliant mass transit van through a MODOT grant. After the presentation, Mayor Shaw stated that in 2011, the city council at that time voted not to fund any new non-profit organization's requests; however, Mayor Shaw stated this is a new council and perhaps this can be discussed during the upcoming budget work sessions. When asked if JWI ever did a campaign for fund raising, Mr. Schwarten informed everyone that JWI is hosting a golf tournament on September 13 at Schifferdecker Golf Course. This is their biggest fundraiser of the year. Other fundraisers are held throughout the year.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Barbara Gollhofer.

Public Hearing for Council Bill No. 2019-269

Mayor Shaw opened the Public Hearing.

No one appeared in favor of, or in opposition to, this item.

The Public Hearing was closed.

Mr. Stinnett introduced Council Bill No.2019-269 - an ordinance providing for the vacation of a utility easement located approximately 145 ft. West and 175ft. South of the intersection of 26th Street and Maiden Lane Avenue. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2019- 269 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill No. 2019-269**

Public Hearing for Case No. 024-19

Mayor Shaw opened the Public Hearing.

No one appeared in favor of, or in opposition, to this item.

The Public Hearing was closed.

Mr. Lawson introduced Case No. 024-19 -A request to declare surplus city property, located on the West side of Virginia Avenue, between 9th St. and 10th St. Motion by Mr. Lawson, second by Dr. Reid Adams that Case No. 024-19 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, and Stinnett, 8. Nays: 0. Absent: 1, Stanley. **Case No. 024-19 was approved**.

Public Hearing for Council Bill No. 2019-270

Mayor Shaw opened the Public Hearing.

Lera Dill and Barry Dill appeared in favor of this item and stated they owned the property for 22 years and rezoning it would provide more opportunities for better use of the property.

No one appeared in opposition to this item:

The Public Hearing was closed.

Mr. Stinnett introduced Council Bill No.2019-270-an ordinance approving a request by Lera Dill to remove from District M-2 (Heavy Industrial) and include in District C-2 (Central Business) for the operation of a duplex. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2019- 270 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill No. 2019-270**

CONSENT AGENDA

Motion by Mr. Lawson, second by Mr. Brown to approve the Consent Agenda. Voting in favor were Council Members: Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, and Stinnett, Nays: 0. Absent: Stanley, 1.

July 15, 2019 Informal Council Meeting Notes

Minutes of the July 15, 2019 City Council Meeting

COUNCIL BILL NO. 2019-268 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 3106 Connecticut Ave, City of Joplin, Jasper County, Missouri. **Ordinance No. 2019-110**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Brown introduced Council Bill No. 2019-138 -an ordinance Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Runway 18-36 and ARFF Personal Safety Equipment at the Joplin Regional Airport, 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. Brown, second by Mr. Monteleone that Council Bill No. 2019-138 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-111**

Mr. Monteleone introduced Council Bill No. 2019-139 - an ordinance authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of seven hundred twenty-two thousand forty-three dollars and ninety-one cents ($722,043.91) for Engineering Design Services for the Design of Runway 18-36 at the Joplin Regional Airport, authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Lawson that Council Bill No. 2019-139 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-112**

Dr. Reid Adams introduced Council Bill 2019-140 - an ordinance authorizing the acceptance of a MoDOT Airport Aid Agreement for Air Service Promotion and Marketing at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Cortez that Council Bill No. 2019-140 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-113**

Mr. Cortez introduced Council Bill No. 2019-141 -an ordinance authorizing a revised Lease agreement with the Freedom of Flight Museum at the Joplin Reginal Airport, 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. Cortez, second by Mr. Monteleone that Council Bill No. 2019-141 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-114**

Mr. Stinnett introduced Council Bill No. 2019-142 - an ordinance approving an agreement with BTB Investment Properties to provide sanitary sewer to property located at 4500 South Rangeline Road, 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. Stinnett, second by Mr. Brown that Council Bill No. 2019-142 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-115**

Mr. Lawson introduced Council Bill No. 2019 – 366 - an ordinance approving the contract by and between the City of Joplin and Camcor Environmental for the demolition of the structure(s) and clearing of lot area located at 306 S. Florida Ave. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Fifty and 00/100 Dollars ($ 2,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2019-366 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-116**

Mr. Cortez introduced Council Bill No. 2019 – 367 - an ordinance approving the contract by and between the City of Joplin and Blackfoot Dirtworks for the demolition of the structure(s) and clearing of lot area located at 215 N. Oak Ave. in the City of Joplin, Missouri, for Two Thousand Nine Hundred Fifty four and 00/100 Dollars ($ 2,954.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill No. 2019-367 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-117**

Mr. Monteleone introduced Council Bill No.2019-401 - an ordinance authorizing the City of Joplin to execute Work Authorization #5 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLP (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Eight Hundred Fifty-four Thousand, Five Hundred Nine Dollars ($854,509.00) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Lawson that Council Bill No. 2019-401 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-118**

Mr. Lawson introduced Council Bill No. 2019-616 - an ordinance approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2019-616 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-119**

ORDINANCES – FIRST READING

Mr. Stinnett introduced Council Bill No. 2019-005-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. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2019-005 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill 2019-005**

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Mr. Stinnett introduced Council Bill No. 2019-143 - an ordinance approving an agreement with Gary B. Young and Kimberly D. Young to provide residential sanitary sewer to property located at 3931 Apricot Drive, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2019-143 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill 2019-143**.

Mr. Cortez introduced Council Bill No. 2019-271 - an ordinance establishing grades and accepting the Plat of Sonic Addition #2 Subdivision located at 1030 E. 7th Street in the City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No. 2019-271 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1. The Council Bill was read as **Council Bill 2019-271**.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Set the public hearing date for the FY2020 Proposed Budget for August 19, 2019.
Motion by Mr. Lawson, second by Mr. Stinnett to set the public hearing date for the FY2020 Proposed Budget for August 19, 2019. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1.

Set the public hearing date for Property Tax Rate for August 26, 2019.
Motion by Mr. Cortez, second by Dr. Reid Adams to set the public hearing date for Property Tax Rate for August 26, 2019. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw and Stinnett, 8. Nays: 0. Absent: Stanley, 1.

News from Public Information Officer, Lynn Onstot
Joplin's National Night Out event will be held tomorrow, Tuesday, August 6 at Schifferdecker Park starting at 5:30 pm. Free food and drinks will be served during the event. Hosted by the Joplin Police Department, this is a fun-filled family night with events for children of all ages. One of the main attractions will be a free swim at the Schifferdecker Aquatic Center starting at 6:45 pm. Come out and meet some of Joplin's police officers and firefighters while enjoying this community event.

Saturday, August 17, residents can drop off tree limbs and brush at the north Schifferdecker location. They can bring them out from 8 a.m. to 2 p.m. on Saturday. The drop-off site is located at 1702 North Schifferdecker Avenue**,** just about one-half mile north of Belle Center Road on the west side of Schifferdecker.

Just a reminder that pools will be closing in several weeks. Lifeguards and pool staff will be returning to school, so there is staggered closing schedule. Ewert Aquatic Center is closed for the season. Schifferdecker Aquatic Center will be open 7 days a week until Sunday, August 11th. It will offer extended hours of 1 to 8 p.m. on Friday, August 9.

Cunningham Aquatic Center will be open weekends only from now through Labor Day, September 2nd. During this time period, Cunningham will feature extended hours from 1-8pm on Saturday. There's still time to get out and enjoy Joplin pools! And we thank everyone for coming out during the summer and supporting their local pools.

More information about these events can be found on our website at joplinmo.com.

Council Comments:
Mr. Lawson reminded everyone of the Ribbon Cutting on Friday, August 9 at 1:00pm at the new VA Clinic.

Mr. Cortez asked city staff if the Saturday trolley service will start back up anytime soon. Director Hertzberg replied there are drivers in training, which is a lengthy process. No Saturday service is scheduled at this time.

Mayor Shaw encouraged everyone to attend the National Night Out tomorrow night.

There being no further business, the meeting adjourned at 8:19 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

Minutes of the Special City Council meeting
August 12, 2019

Call to order
The Special Meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Gary L. Shaw.

Invocation was given by City Clerk Barbara Gollhofer.

Flag salute was led by Mayor Shaw.

Roll Call: Present: Taylor Brown, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Shaw, Ryan Stanley and Phil Stinnett, 8. Also in attendance were City Attorney Peter Edwards. Absent: Melodee Colbert-Kean, 1. Motion by Mr. Cortez, second by Dr. Reid Adams to excuse Mrs. Colbert-Kean. Voting in favor were Council Members: Brown, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays:0. Also absent was Interim City Manager Dan Pekarek.

Reading of the Special Call.
Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 6:00 p.m. on Monday, August 12, 2019 at Joplin City Hall, in the 5th floor Council Chambers, 602 S. Main. The purpose of the Special Meeting is for the City Council to consider calling an election on November 5, 2019.

Ordinances-Emergency
1.COUNCIL BILL NO. 2019-006 - AN ORDINANCE calling an election on November 5, 2019, in the City of Joplin, Missouri, to submit to the qualified voters, a question as to whether to impose a one-half of one percent (1/2 percent) general sales tax on retail sales within the City of Joplin, Missouri, for the purpose of providing revenues to close the City of Joplin Police and Fire Pension Plan to new hires, migrating new hires to the Missouri Local Government Employees Retirement System (LAGERS), and declaring an emergency.

Jeremie Humphrey, P.O. Box 1712, spoke in support of the proposed tax plan.
Police Chief Matt Stewart spoke in support of the proposed tax plan.

Mr. Stanley introduced Council Bill No. 2019-006 - an ordinance calling an election on November 5, 2019, in the City of Joplin, Missouri, to submit to the qualified voters, a question as to whether to impose a one-half of one percent (1/2 percent) general sales tax on retail sales within the City of Joplin, Missouri, for the purpose of providing revenues to close the City of Joplin Police and Fire Pension Plan to new hires, migrating new hires to the Missouri Local Government Employees Retirement System (LAGERS), and declaring an emergency. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2019-006 be approved on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays:0. Absent:1, Colbert-Kean. The Council Bill was declared adopted and entitled **Ordinance No. 2019-120.**

There being no further business to come before the council the meeting was adjourned at 6:12 p.m.

Respectfully submitted,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-005 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 5, 2019

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Barbara J. Gollhofer, City Clerk; Dan Pekarek, Interim 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, 2019.

RECOMMENDATION:
Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill 2019-005

PCE:ab

COUNCIL BILL NO. 2019-005 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. (2018), 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. (2018), 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 (2018); and

WHEREAS, on the 4th day of September, 2018, 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, 2019.

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 _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-143
Agreement for Sewer Service

MEETING DATE
August 5, 2019

ORIGINATING DEPT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Daniel Pekarek

SUMMARY
This Council Bill approves an Agreement with Gary B. Young and Kimberly D. Young, for Residential Sewer Service to property located at 3931 Apricot Drive.

BACKGROUND
Gary B. Young and Kimberly D. Young own property located outside the present corporate limits of the City of Joplin and desire Joplin to treat the sewage from the property, which is their place of residence. The property is 0.9 miles from the nearest property under City jurisdiction. They have been on a septic system, but now that it has failed, they urgently desire to connect onto the City's nearby gravity sewer line. The sewer main that flows past their property line was installed around 2003 to serve 24 lots along Briaroaks Lane, which lie south and east of the Young's property. The City of Joplin has agreed to accept the sewage in exchange for payment of permit fees, connection fees and fees for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service (attached) which allows the property owner to connect to the City's sewer collection system. The Agreement stipulates user rates, that development of the property shall be to City code, that the Agreement is binding on future owners, as well as, that the City of Joplin can annex the property once it is contiguous with City limits, per State Statute requirements, and when the City desires to exercise said privilege. Approving this Agreement is consistent with the goal of the sanitary sewer department to provide sanitary sewer service to as many homes and businesses as possible.

FUNDING SOURCE
Sewer permits will be paid by the property owner.

RECOMMENDATION
Staff recommends approval of this agreement with Gary B. Young and Kimberly D. Young to provide residential sanitary sewer service.

ATTACHMENTS
CB 2019-143 Ordinance; Agreement for Sewer Service; Location Map

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between Gary B. Young and Kimberly D. Young, husband and wife (hereinafter referred to as "Grantor"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantor's mailing address is 3931 Apricot Drive, Joplin, MO 64804.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 27, RANGE 33, NEWTON COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 57 MINUTES WEST 412.50 FEET, THENCE SOUTH 1478.95 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 166, THENCE SOUTH 205.0 FEET, THENCE EAST 140.0 FEET, THENCE NORTH 238.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 166, THENCE SOUTH 76 DEGREES 43 MINUTES 01 SECONDS WEST ALONG SAID HIGHWAY RIGHT-OF-WAY 143.84 FEET TO THE POINT OF BEGINNING, ALL BEING A PART OF LOT NUMBERED FOUR (4) IN ZENTNER'S SUB-DIVISION BEING A PART OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 27, RANGE 33, NEWTON COUNTY, MISSOURI, AND BEING SUBJECT TO ALL ROAD RIGHT-OF-WAYS AND EASEMENTS OF RECORD, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

WHEREAS, Grantor desires that Grantee treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to Joplin Public Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System.

2. Sewage Collection System. Grantor shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantee, all of which are to be constructed by Grantor in accordance with the following requirements:

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved Grantor's plans and specifications.

b. Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1. Grantor shall provide Grantee with proof of said recording.

c. Prior to any construction, Grantor must obtain a building permit from Grantee.

d. During all construction, Grantor shall comply with all conditions of its building permit, including fees and inspections. As an alternative to Grantee inspections, Grantor may use an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of Grantor's building permit have been satisfied, including fees and inspections. Grantor shall also provide Grantee with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain all permits and inspections, and pay all fees, required under the terms of this agreement prior to connecting its sewage collection system to the Joplin Public Sewer System.

f. Upon connection of Grantor's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantor's sewage collection system shall belong to City without compensation to Grantor. However, Grantor shall retain all right, title, and interest in any sewer lateral lines of Grantor's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantor shall be responsible for maintenance and repair of any sewer lateral lines on and from the Property to any Grantee public sewer main line.

4. Discharge Requirements. Grantor must comply with the discharge requirements of the City of Joplin Code of Ordinances.

5. Rates for Service. Grantor shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.

6. Payment Schedule. Grantor shall pay Grantee for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantor agrees that the Property is governed by the City of Joplin Code of Ordinances, including but not limited to building, electric, mechanical, plumbing, and zoning requirements. Grantor agrees that any construction or development of the Property shall conform to all requirements of said City of Joplin Code of Ordinances. Grantor agrees that any construction or development of the Property shall conform with Grantee's Standard Specifications. Grantee's employees and agents shall have the same authority on the Property as if it were located inside the present corporate limits of Grantee. Any costs or fees associated with the City of Joplin Code of Ordinances shall be charged and paid as if the Property were located inside the present corporate limits of Grantee. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. To the extent allowed by law, Grantee may annex the Property into the City of Joplin without further action of Grantor, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantor irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Grantor shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Grantor to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Grantor agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Permanent Sewer Easement. Intentionally omitted.

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

11. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

12. Compliance with Law. Grantor shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

13. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

14. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

15. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

16. Indemnification. Grantor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, from and against any and all claims,

demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantee, its agents or employees, or Grantor, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.

17. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.

18. Waiver. Grantee's rights under this agreement shall not be affected by its prior failure to require the performance by Grantor, nor shall the waiver by Grantee of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

19. Termination. Grantee may terminate this agreement upon the failure of Grantor to comply with the terms of this agreement or any amendments thereto after sixty (60) days' notice by Grantee to Grantor.

20. Effective Date. This agreement shall be in full force and effect after passage of an appropriate ordinance by Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____ day of _____ , 2019.

CITY OF JOPLIN

_____

BY: Daniel Pekarek
Interim City Manager

ATTEST:

_____

Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Jordan L. Paul
Assistant City Attorney

_____
Gary B. Young

_____
Kimberly D. Young

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

Now on this _____ day of _____, 2019 before me, a Notary Public, personally appeared Gary B. Young and Kimberly D. Young in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same and their free act and deed and for the consideration stated therein and no other.

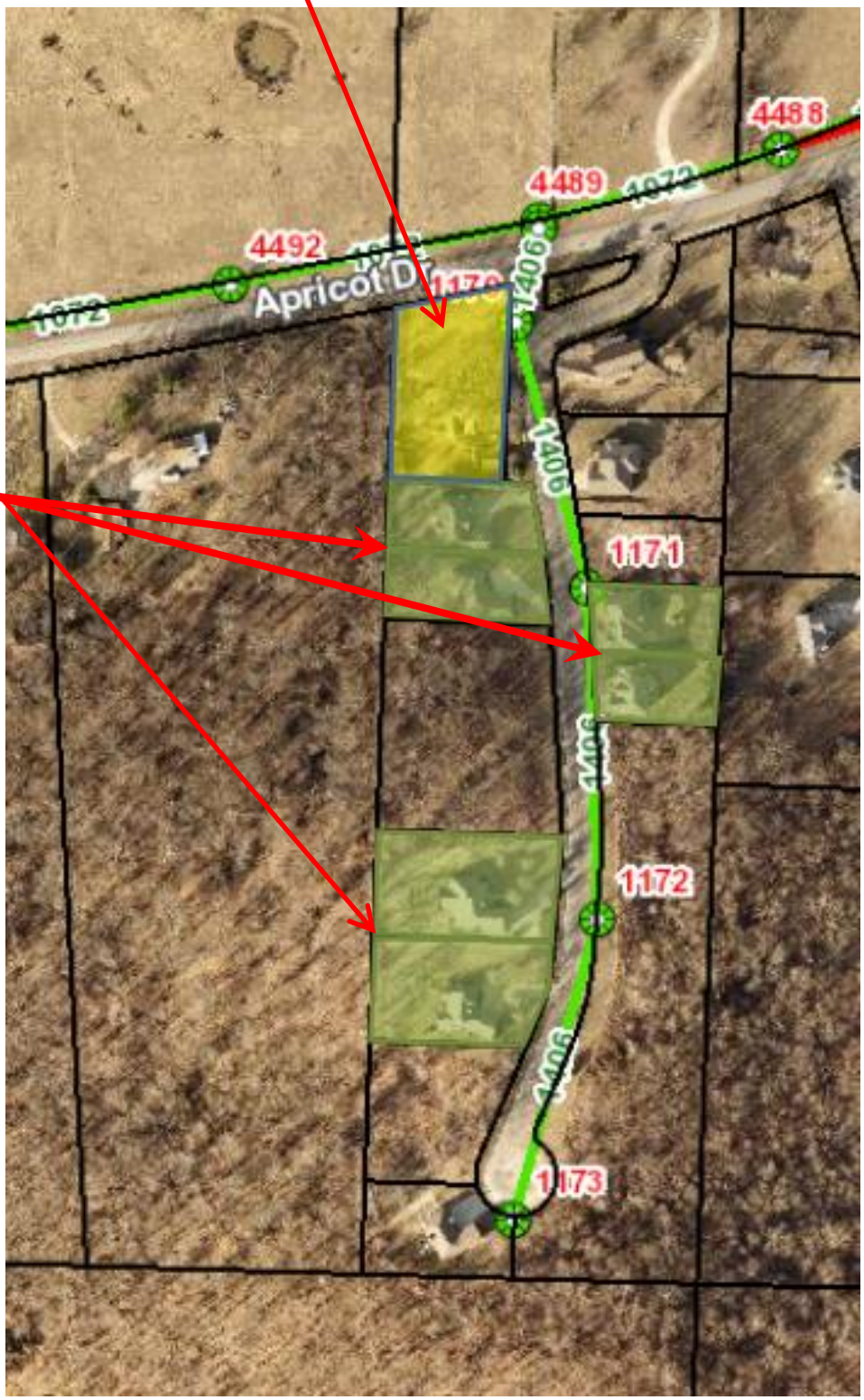
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public (type or print name)

My Commission Expires:

YOUNG PROPERTY AT
3931 APRICOT DRIVE

6 PROPERTIES CURRENTLY BEING BILLED FOR SANITARY SSEWER SERVICE ALONG BRIAROAKS LANE



COUNCIL BILL NO. 2019-143 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Gary B. Young and Kimberly D. Young to provide residential sanitary sewer to property located at 3931 Apricot Drive 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 said agreement by and between the City of Joplin and Gary B. Young and Kimberly D. Young to provide residential sanitary sewer to property located at 3931 Apricot Drive, a true and accurate copy of said agreement being attached hereto as Exhibit A; be and the same is hereby approved.

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

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-269-Utility Vacation

MEETING DATE:
August 5, 2019

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, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 023-19: Located approximately 145 ft. West and 175 ft. South from the intersection of 26th St. and Maiden Lane Ave.– A request to vacate a utility easement – Joplin Redevelopment Corporation.

BACKGROUND:

The purpose for this Vacation request is to improve the ability to redevelop the site. Currently the utility easement restricts the footprint of any development. The easement is no longer in use to serve private property or to extend public utilities.

PLANNING & ZONING COMMISSION TESTIMONY:
Troy Bolander, 602 S. Main Street, Joplin, MO. This is property that the Joplin Redevelopment Corporation owned, and I am representing them. Aldi's has purchased this property and in their due diligence they did find out there was an old easement on this property and are requesting it to be vacated so they can develop this property.

Mr. Ramsour stated he drove by the property and there is a drop off and was wondering if that will be an issue?

Mr. Bolander stated they are not purchasing the little piece of property to the north. Basically, the length of the easement is what they are purchased.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 023-19.

ATTACHMENTS
CB 2019- 269, Staff Planning Report, P&Z Commission Minutes

CB 2019-269

Case 023-19: Located approximately 145 ft. West and 175 ft. South from the intersection of 26th St. and Maiden Lane Ave.– A request to vacate a utility easement – Joplin Redevelopment Corporation.

Troy Bolander, 602 S. Main Street, Joplin, MO. This is property that the Joplin Redevelopment Corporation owned, and I am representing them. You may have heard, Aldi's has purchased this property and in their due diligence they did find out there was an old easement on this property. Joplin Redevelopment Corporation is are requesting it to be vacated so Aldi's can develop this property.

Mr. Ramsour asked if there were any questions from the Commissioners? Mr. Ramsour stated he drove by the property and there is a drop off and was wondering if that will be an issue?

Mr. Bolander stated they are not purchasing the little piece of property to the north. Basically, the length of the easement is what they are purchased.

Mr. Ramsour asked if there anyone else that would like to speak in favor of this case? There were not. There was no one to speak in opposition of this request.

MRS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 023-19. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 8, 2019
City Council Meeting: August 5, 2019

STAFF PLANNING REPORT
Vacation

CASE 023-19 A request for the vacation of approximately 480 feet of a 10-foot-wide utility easement.

APPLICANT Joplin Redevelopment Corporation

REPRESENTATIVE Joplin Redevelopment Corporation

LOCATION A utility easement running North/South located on West side of 2600 Block of McClelland Boulevard

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EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	10' x 480'

REASON FOR VACATION

For the redevelopment on the applicant's property. Current easement prevents the footprint of any proposed development from being located at present recorded location.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

No active connection. Rerouting of utilities is not required to maintain current services to adjoining properties.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

Utilities will be connected in new locations during the redevelopment/construction of the property.

DISCUSSION

The purpose for this Vacation request is to improve the ability to redevelop the site. Currently the utility easement restricts the footprint of any development. The easement is no longer in use to serve private property or to extend public utilities.

Staff recommends approval of Case 023-19.

ENCLOSURES

- Application

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 023-19
Filing Fee: $500.00
Date Advertised: 6-23-19
Date Notices Sent 6-21-19
Public Hearing Date: July 8th & Aug. 5th

I. Applicant Name: Joplin Redevelopment Corporation Phone: (417) 624-0820

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 602 S. Main St. Joplin, MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility vacation__X___

Other (Please specify)_____

III. Legal Description of area requested to be vacated: Attached

_____

_____

_____

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. Private rights will not be injured or endangered since the unused utility easement is no longer needed to serve private property.

2. The vacation will not cause the public to suffer a loss or inconvenience. The public will not suffer a loss or inconvenience since the utility easement is no longer needed for extending public utilities.

3. In justice to the applicant(s) the vacation should be granted. The vacation of the easement will allow potential buyers full use of the property for development

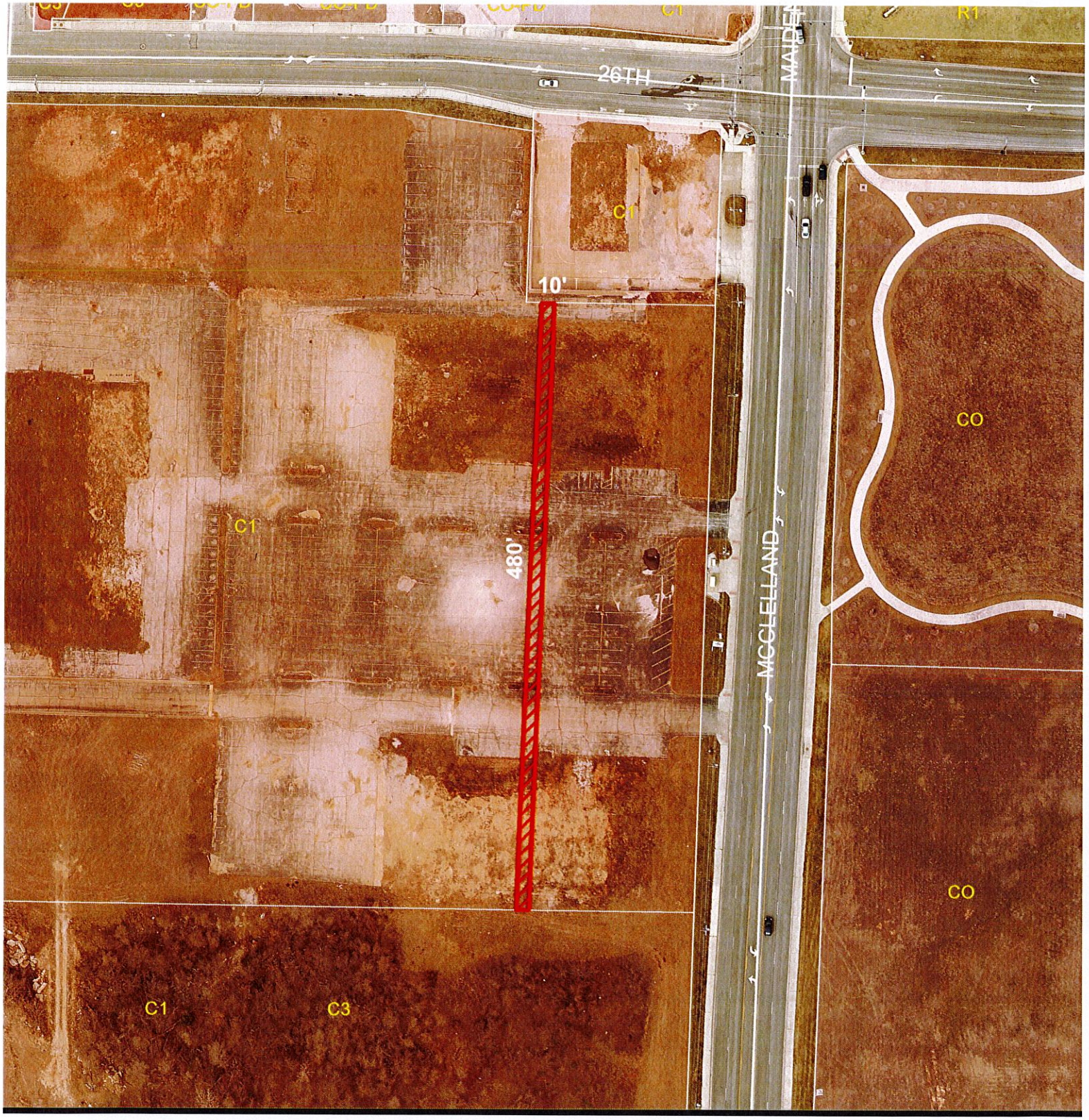
V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation before the Public Hearing can take place.

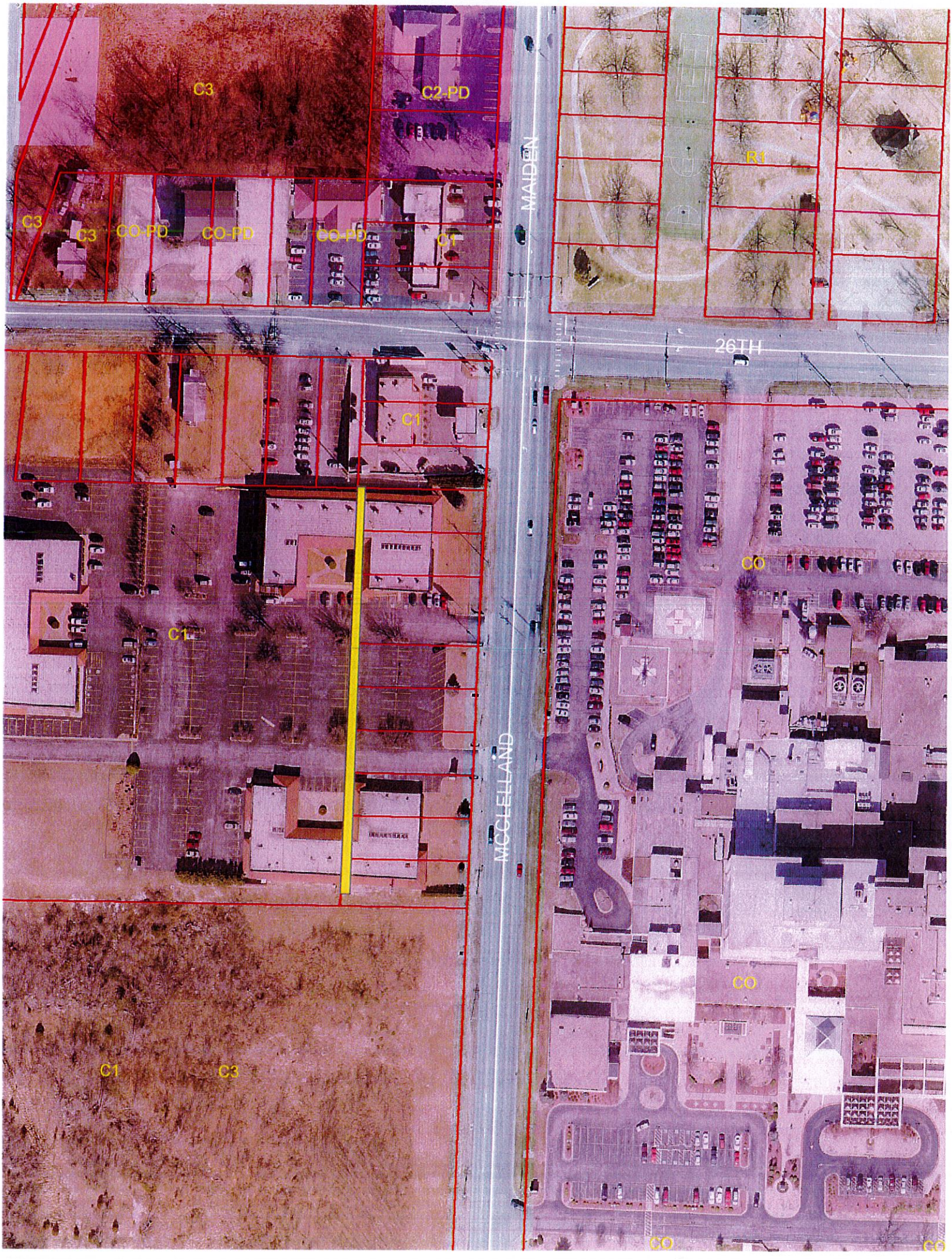
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507



300 150 0 300

Feet

Case 023-19: Located approximately 145 ft. West and 175 ft. South from the intersection of 26th St. and Maiden Lane Ave.– A request to vacate a utility easement – Joplin Redevelopment Corporation.


C3
C2-PD
C3
C3
CO-PD
CO-PD
CO-PD
C1
MAIDEN
R1
26TH
C1
C1
CO
MCCLELLAND
CO
C1
C3
CO
CO

P & Z Case 023-19
Joplin Redevelopment Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-269 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a utility easement located approximately 145 ft. West and 175ft South of the intersection of 26th Street and Maiden Lane Avenue.

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

Section 1. That all that part of utility easement located approximately 145 ft. West and 175ft South of the intersection of 26th Street and Maiden Lane Avenue. more particularity described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A tract of land being the West 10.00 feet of Lots 93 through 100, Ludwigs First Addition, a subdivision in the Southeast Quarter of Section 16, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 270 -Rezone to C-2 (Central Business).

MEETING DATE:
August 5, 2019

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, Interim City Manager – Daniel Pekarek.

SUMMARY REQUEST:
Case 025-19: 1202 S. Joplin Ave. – A request to rezone from Heavy Industrial (M-2) to Central Business (C-2) for the operation of a duplex – Lera Dill.

BACKGROUND:
The current duplex use on the property would typically not be allowed in a M-2 (Heavy Industrial) district. The duplex is classified as a legal non-conforming use and is "grandfathered" under our current zoning code.
The property in this request has always been zoned M-2 (Heavy Industrial) and is part of the old downtown industrial district which predates the current industrial park system we use today. The structure on the lot formerly contained a business (Magnolia House) and residence.
The property owner has received interest from potential buyers to purchase the property to continue the residential use as a duplex since it is near our central business district. But, most lenders will not approve a loan for a use that is classified as a legal non-conforming use and is not located in an appropriate zoning district. The change to a C-2 district will permit the duplex use to continue.

PLANNING & ZONING COMMISSION TESTIMONY:
Lera Dill, 1220 E 44th Street, Joplin, MO 64804. Ms. Dill stated that they had the property for about 22 years and was originally built as a two-family dwelling. They have had different businesses on the property. They have recently remodeled and made the building back into a duplex.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 0-.

ATTACHMENTS
CB 2019- 270, Staff Planning Report, P&Z Commission Minutes

Case 025-19: 1202 S. Joplin Ave. – A request to rezone from Heavy Industrial (M-2) to Central Business (C-2) for the operation of a duplex – Lera Dill.

Mr. Ramsour stated that there are two (2) members, Mr. Dermott and Mr. Eastman, from the Commission that abstained themselves.

Lera Dill, 1220 E 44th Street, Joplin, MO 64804. Ms. Dill stated that they had the property for about 22 years and was originally built as a two-family dwelling. They have had different businesses on the property. They have recently remodeled and made the building back into a duplex.

Mr. Ramsour asked if there were any questions for Ms. Dill?

Mrs. Steele asked in this is the property with the beautiful magnolia on it?

Mrs. Dill stated it was.

Mr. Ramsour asked if there was anyone to speak in favor of this case? There were not. No one spoke in opposition of the case.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE, TO APPROVE CASE 025-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, VOTING "AYE". MR. DERMOTT, MR. EASTMAN -ABSTAINED. (4 IN FAVOR, 0 NAYS, 1 ABSENT, 2 ABSTAINED).

Z&P Meeting: July 8, 2019
City Council Meeting: August 5, 2019

STAFF PLANNING REPORT
Rezoning

CASE 025-19 A request to rezone from M-2 (Heavy Industrial) to C-2 (Central Business)

LOCATION 1202 S. Joplin Ave.

APPLICANT Lera Dill

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Duplex	6,000 sq. ft.

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Parking Lot/Auto Parts Store	Parking Lot	Commercial Garage	Warehouse/Offices

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for a heavy industrial use which is inconsistent with this request.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave., 32nd St.	Connecticut Ave.: Collector 32nd St.: Arterial	Connecticut Ave.: 80 ft. 32nd St.: approx. 75 ft.

UTILITIES Utilities do not need to be extended to this property. Utilities are currently in place and serve the existing duplex at this location

FLOOD PLAIN N.A.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is inconsistent with the development policies of our comprehensive plan. The policies of the comprehensive plan discourage residential dwellings in heavy industrial areas. Heavy Industrial areas can contain uses that are unsightly and produce nuisances such as noise/odor that are incompatible with residential uses.

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

The current duplex use on the property would typically not be allowed in a M-2 (Heavy Industrial) district. The duplex is classified as a legal non-conforming use and is "grandfathered" under our current zoning code.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed zoning change will have minimal impact on nearby property. A duplex use is already located on the property in this request. The proposed zoning will allow the duplex to continue in an appropriate zoning district.

DISCUSSION

The property in this request has always been zoned M-2 (Heavy Industrial) and is part of the old downtown industrial district which predates the current industrial park system we use today. The structure on the lot formerly contained a business (Magnolia House) and residence. Today, the structure only contains the residential use. The property owner has received interest from potential buyers to purchase the property to continue the residential use as a duplex since it is near our central business district. But, most lenders will not approve a loan for a use that is classified as a legal non-conforming use and is not located in an appropriate zoning district. The change to a C-2 district will permit the duplex use to continue. In most cases staff would not recommend a zoning change that would encourage a residential use in a heavy industrial district. But, the old downtown industrial district today at this location contains uses and businesses that would be permitted in a C-2 district. The C-2 district also permits residential uses to encourage a "mixed" use of businesses and residences that you would typically find in a downtown. Staff does not believe the zoning change to allow the duplex use to continue will be a threat to the nearby businesses and staff does not believe the existing businesses will be a threat to the duplex use. Especially since the duplex use already exists at this location.

Staff recommends approval of Case 025-19.

ATTACHMENTS

- Application

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 025-19
Filing Fee: $500.00
Date Advertised: 6-23-19
Date Notices Sent 6-21-19
Public Hearing Date: 7-8-19

APPLICANT: Lera Dill PHONE: 417 483-1708
ADDRESS: 1220 E 44th Street, Joplin ZIP: 64804
OWNER: Lera Dill PHONE: 417 483 1708
ADDRESS: 1220 E 44th Street, Joplin ZIP: 64804
LOCATION OF PROPERTY: 1202 Joplin
LEGAL DESCRIPTION:

Present Zoning M-2 Requested Zoning: C-2 Acreage:
Present Use of Property: Duplex

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	VACANT COMM BUILD.	M-2
South	VACANT COMM BUILD.	M-2
East	PARKING LOT	M-2
West	OFFICE BUILD	M-2

CHARACTER OF THE NEIGHBORHOOD: COMMERCIAL USES

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   YES, BUT AREA IS COMMERCIAL
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: DOES NOT ALLOW A DUPLEX

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES
2. Consistent with Future Land Use Map? NO

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 12th St.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

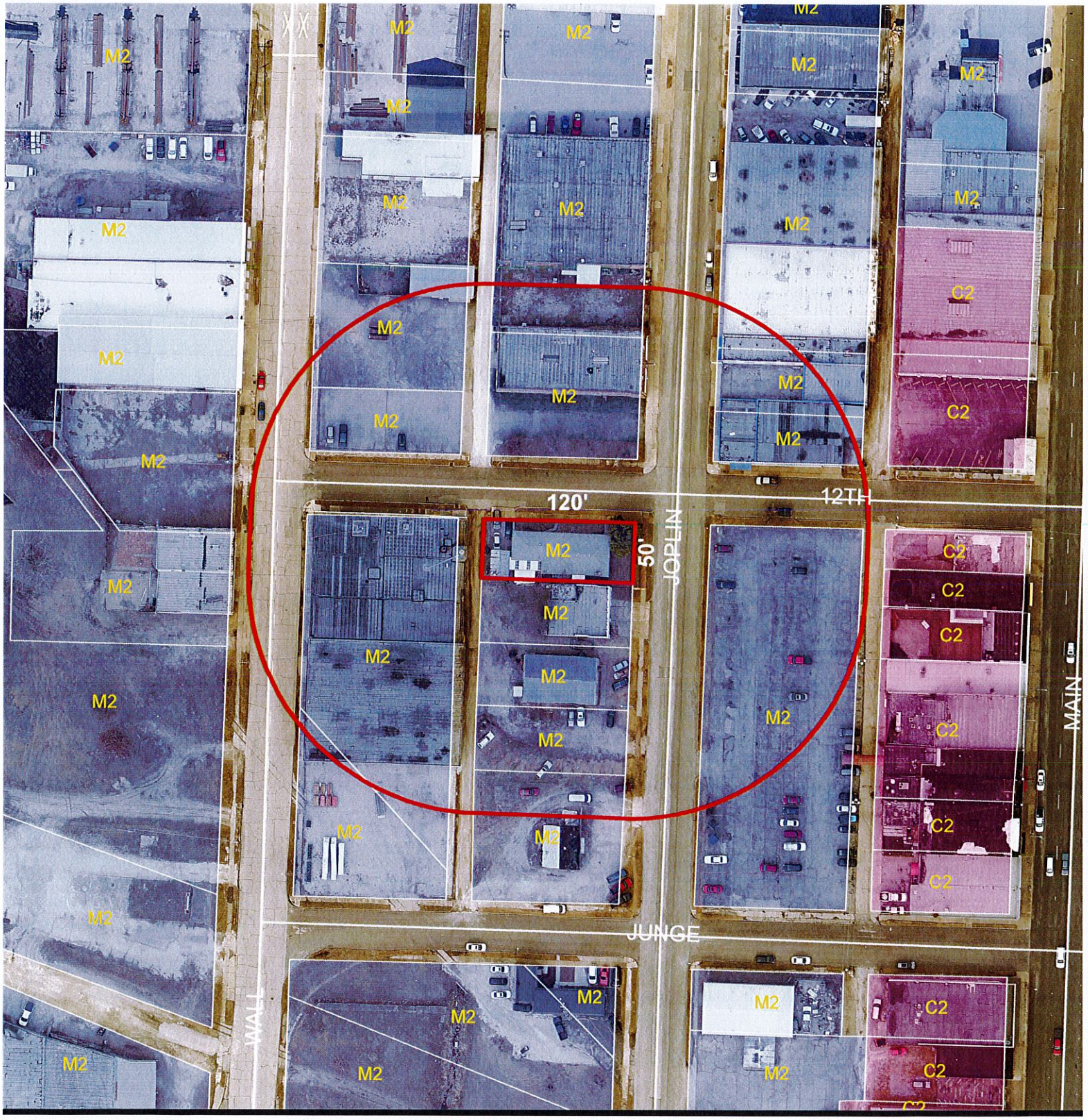
1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: 6/24/19

BY: _____

TITLE: Owner



Case 025-19: 1202 S. Joplin Ave. – A request to rezone from Heavy Industrial (M-2) to Central Business (C-2) for the operation of a duplex – Lera Dill.

P & Z Case 025-19
Lera Dill
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-270 ORDINANCE NO.

AN ORDINANCE approving a request by Lera Dill to remove from District M-2 (Heavy Industrial) and include in District C-2 (Central Business) for the operation of a duplex

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and included in District C-2:

Lot 1, Block 3, in Cox 7th Addition to the City of Joplin, Jasper County, Missouri

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-271 – Final Plat Review, Sonic Addition Plat #2 Subdivision.

MEETING DATE:
August 5, 2019

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, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 027-19: Final Plat Review – A request to review the Final Plat of Sonic Addition Plat #2 located 1030 E. 7th Street – D.L. Rogers Corporation.

BACKGROUND:
The preliminary plat approval is for the Sonic Addition Plat 2. This subdivision will be one lot, zoned Central Business District (C-2) Planned Development. The Final Plat does require City Council approval. D.L. Rogers Corporation is seeking a one lot subdivision for the Sonic Drive-In. Two access easements, on the east and west of the lot, allow for access to the lot from E 7th Street.

PLANNING & ZONING COMMISSION TESTIMONY:
Steve Lewis, Olsson Associate, 702 S. Main St., Joplin, MO. He is representing the D.L. Rogers Corporation and requesting approval of the Final Plat. This is essentially a consolidation plat.

Mr. McCullough stated there are parking spaces, but none are designated as handicap spaces and is it because no one goes inside?

Mr. Lewis stated that he did not know what the actual requirements are for the parking at this type of facility.

Mr. Bolander stated that they will check with the Building department and if needed we will change the parking.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 027-19.

ATTACHMENTS:
CB 2019-271, Planning Report, Commission Minutes

CB 2019-271

Case 027-19: Final Plat Review – A request to review the Final Plat of Sonic Addition Plat 2 located 1030 E. 7th Street – D.L. Rogers Corporation.

Steve Lewis, Olsson Associate, 702 S. Main St., Joplin, MO. He is representing the D.L. Rogers Corporation and requesting approval of the Final Plat. This is essentially a consolidation plat.

Mr. McCullough stated there are parking spaces, but none are designated as handicap spaces and is it because no one goes inside?

Mr. Lewis stated that he did not know what the actual requirements are for the parking at this type of facility.

Mr. Bolander stated that they will check with the Building department and if needed we will change the parking.

Mr. Ramsour asked if the Commissioners had any questions? They did not.

MRS. STEELE MOVED, SECONDED BY MR. EASTMAN, TO APPROVE CASE 027-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 8, 2019
City Council Meeting: August 5, 2019

STAFF PLANNING REPORT
Preliminary Plat

CASE 027-19 Final Plat review

NAME OF SUBDIVISION Sonic Addition Plat 2

LOCATION: 1030 E 7th Street

APPLICANT: D.L. Rogers Corporation

PRESENT ZONING: C-2 PD, Central Business District, Planned Development

PRESENT LAND USE: Sonic Drive-In

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-2, Planned Development	C-2, Planned Development	C-2, Planned Development
Land Use	Commercial	Commercial	Commercial	Commercial

SUBDIVISION:

Number of lots
1

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
East 7th Street	Arterial	80'

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

No.

UTILITIES: Existing

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

The preliminary plat approval is for the Sonic Addition Plat 2. This subdivision will be one lot, zoned Central Business District (C-2) Planned Development. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

D.L. Rogers Corporation is seeking a one lot subdivision for the Sonic Drive-In located at 1030 E 7th Street. Two access easements, on the east and west of the lot, allow for access to the lot from E 7th Street.

Staff recommends approval of Case 027-19.

ENCLOSURES:

Final Plat

CITY OF JOPLIN, MISSOURI

RECEIVED 5-30-19

FINAL PLAT CHECKLIST

Subdivision No.: 027-19
Date Filed: _____
Date of Meeting: 7/8/19
Fee: _____

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Sonic Addition Plat 2

II. Name of Owner: D. L. Rogers

III. Name of Subdivider: Olsson

IV. Name of Person who prepared the Plat: Steve Lewis

V. Date of Hearing: July 8, 2019

VI. Location of Property by Streets: 1030 E. 7th Joplin, MO

VII. Present Zoning of Property C-2-PD

VIII. Present Uses of Property Sonic Drive-In

IX. No. of Acres in Total Tract 0.2 No. of Lots 1

Instructions:

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

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☐	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☐	☐

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☐ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☐ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☐ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☐ ☐

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☐ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☐ ☐

I. Building setback lines on the front and side streets with dimensions. ☐ ☐

J. Name and address of the registered land surveyor preparing the plat. ☐ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☐ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☐ ☐

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

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☐ ☐

B. Dedications or reservations. ☐ ☐

C. Surveyor preparing plat. ☐ ☐

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

XIII. Deed Restrictions:

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

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

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

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

XV. Are additional comments attached? ☐ ☐

P & Z Case 027-19
D.L. Rogers Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-271 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of Sonic Addition #2 Subdivision located at 1030 E. 7th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at 1030 E. 7th Street in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

All of a tract of land lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue;
Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 312.61 feet to the point of beginning; Thence continuing N89°15'47"W, 152.24 feet; Thence S03°59'54"W, 70.36 feet; Thence S02°12'23"W, 140.50 feet; Thence S00°30'40"W, 74.36 feet, to a point in the center of an east-west sidewalk; Thence S87°58'10"E along the center line of said sidewalk, 158.43 feet; Thence N02°12'23"E, 244.31 feet to a point on an existing curb; Thence N05°49'32"W along said existing curb, 44.70 feet to the point of beginning. Containing 1.0 acre more or less. Except any part taken or deeded for road right-of-way on the north side thereof.
Subject to any existing restrictions or easements of record. Access Easement #1: An Access easement lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue; Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 262.69 feet to the point of beginning; Thence continuing N89°15'47"W, 49.92 feet; Thence S05°49'32"E, 44.70 feet; Thence S02°12'23"W, 244.31 feet; Thence S87°58'10"E, 70.55 feet; Thence N02°14'55"E, 95.79 feet, Thence N38°37'25"W, 32.88 feet, Thence N00°02'08"E, 121.51 feet to the point of beginning. Containing 0.4 acres more or less. Subject to any existing restrictions or easements of record. Access Easement #2 :
An Access easement lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; Commencing at a point 45 feet South and 25 feet West of the Northeast corner of said Northwest Quarter of the Northeast Quarter, said point being at the intersection of the South Right-of-way line of Seventh Street and the West Right-of-way line of High Avenue;
Thence N89°15'47"W along said South Right-of-way line of Seventh Street, 464.85 feet to the point of beginning; Thence continuing N89°15'47"W, 49.12 feet; Thence S08°55'20"E, 100.34 feet; Thence S01°54'30"W, 185.52 feet; Thence S87°58'10"E, 28.78 feet; Thence N00°30'40"E, 74.36 feet; Thence N02°12'23"E, 140.50 feet; Thence N03°59'54"E, 70.36 feet to the point of beginning.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-144
Change Order No. 4 for the Tin Cup Lift Station Renovation project

MEETING DATE
August 19, 2019

ORIGINATING DEPT
Public Works

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager – Dan Pekarek

SUMMARY
This Council Bill approves a change order with Crews Construction, Inc. for the Tin Cup Lift Station Renovation project in the not to exceed amount of Ninety-Two Thousand Five Hundred Thirty-Three and 91/100 Dollars, ($92,533.91)

BACKGROUND
On August 20, 2018, Council approved a $1,380,000.00 construction contract with Crews Construction for the Tin Cup Lift Station Renovation project. As the work progressed, two deductive change orders were processed with a total net reduction in contract value of $10,895.00. Later, on May 6th of this year, Council approved Change Order #3, which added $151,636, primarily to replace 4 of the 5 pumps' discharge valves. All change orders have added value to the overall operational features of the lift station. This change order will improve the longevity and reliability of the lift station at a reasonable cost, increasing the contract's value to 6.7% above of the original amount, which is within industry standards.

The three major components of the change order are as follows: 1) repairing the structurally deteriorated walls (approximately the bottom three feet) within the old grit chamber; and, 2) installing new electrical conduits with greater amperage in anticipation of 100 hp pumps for the future parallel force main from this lift station towards the Shoal Creek WWTP; and, 3) a contract time extension of 90 days to complete the work.

FUNDING SOURCE
The Wastewater Treatment fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

ATTACHMENTS
CB2019-144 Ordinance; Change Order No. 4

COUNCIL BILL NO. 2019-144 ORDINANCE NO

AN ORDINANCE approving an amendment (Change Order No. 4) to the construction agreement with Crews Construction Inc., in the not to exceed amount of Ninety-Two Thousand Five Hundred Thirty-Three and 91/100 Dollars ($92,533.91) for the Tin Cup Lift Station Renovation 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.

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

Section 1. That the said amendment to the agreement by and between the City of Joplin and Crews Construction Inc. in the not to exceed amount of Ninety-Two Thousand Five Hundred Thirty-Three and 91/100 Dollars, ($92,533.91), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2019-144

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

_____

Leslie Haase, Director of Finance

CHANGE ORDER NO. 4

County: Newton

Project: Tin Cup Lift Station Renovation

To: Mr. Paul Crews
Crews Construction, Inc.
17603 Keisha Drive
Neosho, MO 64850-8551

Job No. _____

You are hereby directed to make the following changes to your contract with the **City of Joplin** for the referenced project.

❖❖❖

Original Contract Completion Date……...……April 21, 2019
Contract Completion Date Per Change Order 3….September 7, 2019
Revised Contract Completion Date……December 5, 2019

2. Estimate of Cost of Work Affected by this Change Order. (Lump Sum Contract Items.)

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	5	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the Bid Schedule.	Lump Sum					
	5.a	Concrete Repair/Painting					$21,389.00	
	5.b	Electrical Repair/Upgrade					$58,039.25	
	5.c	Contractor Bonding Plus Overhead and Profit (1.5%+15%=16.5%)					$13,105.66	
						TOTALS	$92,533.91	

3. Cost Justification for Changes to Bid Item No. 5: The following costs have been discussed with the contractor and have been compared to costs incurred for similar work on other recent projects to verify the reasonableness of anticipated manhours and hourly rates. Material costs have been verified through review of the supplier's invoices. Contractor's bonding, overhead, and profit costs are as allowed by the General Conditions of the Contract.

Item 5.a – Concrete Repair/Painting materials and labor documented as follows:

Materials	
Tnemec Coating	$7,225.00
Abrasives	$1,364.00
Equipment	
Blast Truck, 5 days @ $500/day	$2,500.00
Crane, 5 days @ $500/day	$2,500.00
Labor	
120 manhours @ $65.00/hour	$7,800.00
	$21,389.00

Item 5.b – Electrical Repair/Upgrade materials and labor documented as follows:

Materials & Equipment	
Conduit, Wire, Misc. – See JIE Breakdown	$26,252.35
Switchgear	$11,569.00
Retaining Wall Blocks and Rock	$604.00
Equipment	
Excavator, 1 day @ $277/day	$277.00
Labor	
Electrical Journyman – See JIE Breakdown	$17,416.90
Retaining Wall Construction, 32 hrs @ $60/hr	$1,920.00
	$58,039.25

Item 5.c – Per General Conditions of the Contract, contractor's additional bonding costs and 15 percent overhead and profit are allowable costs.

Subtotal	$79,428.25
Additional Bond Costs (1.5% of Subtotal)	$1,191.42
Overhead and Profit (15% of Subtotal)	$11,914.24
	$13,105.66
Total Change Order No. 4 Cost (5.a + 5.b + 5.c)	**$92,533.91**

4. Other City Departments Consulted:

_____ Date _____
Name

_____
Department / Title

_____ Date _____
Name

_____
Department / Title

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

1. CONTRACT AMOUNT		$1,380,000.00	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN	$92,533.91		Crews Construction, Inc.
3. OVERRUN/UNDERRUN PREVIOUS	$140,741.00		
4. TOTAL OVERRRUN TO DATE	$140,741.00	$233,274.91	By: _____ 8-2-2019
5. TOTAL		$1,613,274.90	Paul Crews, President Date
PERCENTAGE OF ORIGINAL CONTRACT		6.7%	

_____ _____
CONSULTING ENGINEER DATE

FOR CITY OF JOPLIN USE:

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

Reason for Emergency and description of work approved (Check all that apply):

□ Protection of Public Health and Safety _____

□ Avoid Contractor and Project Delays _____

□ Impact to Other Improvement Projects _____

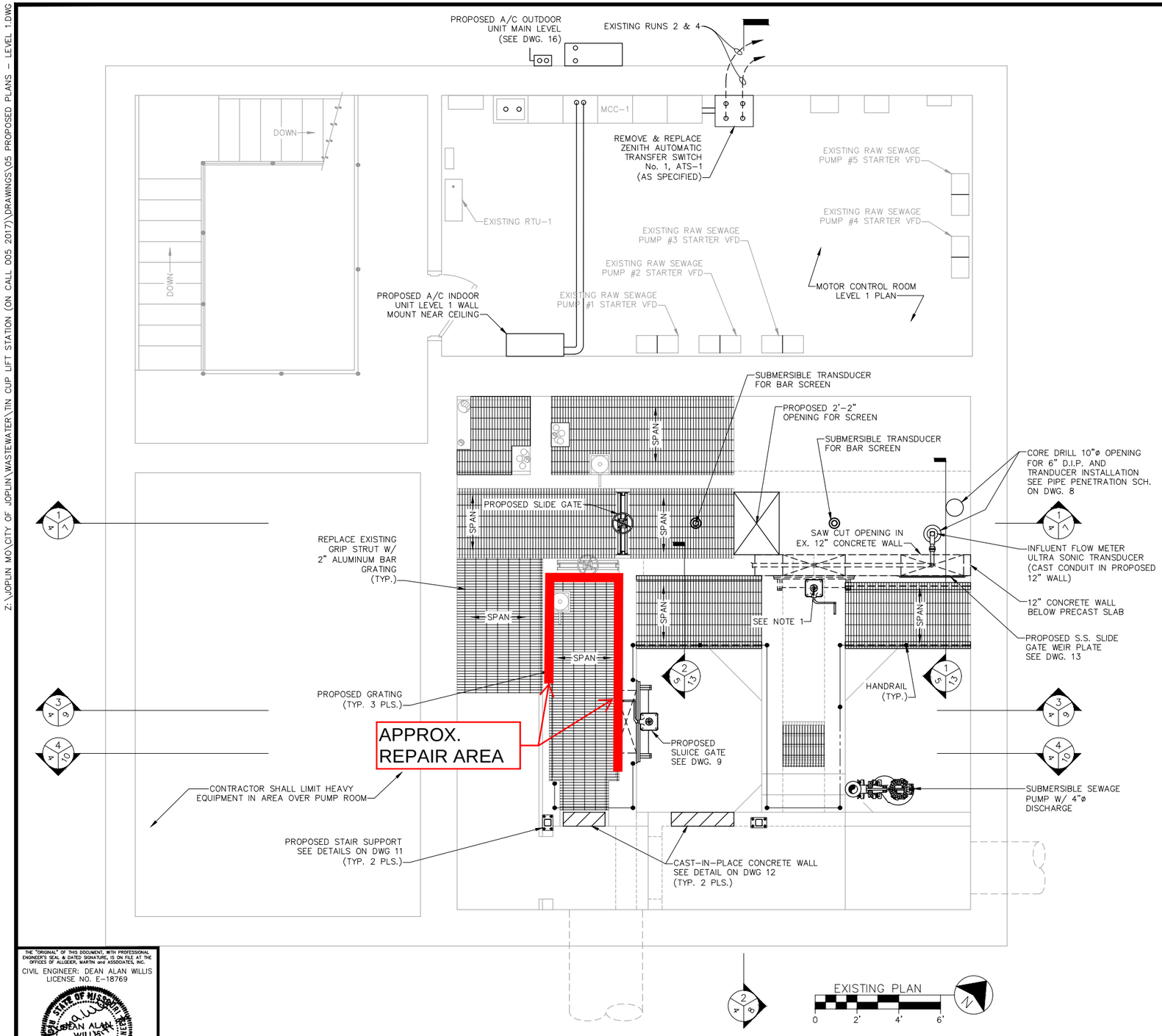
□ Other _____

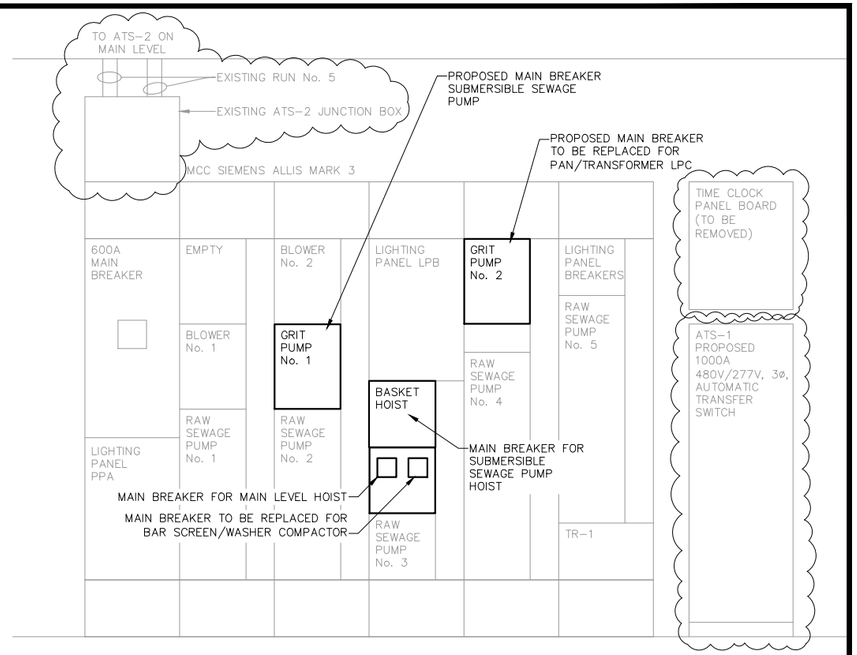
_____	_____	_____	_____
APPROVAL PROJECT MANAGER	DATE	APPROVAL SUPERVISOR / ENGINEERING REVIEWER	DATE
_____	_____		
APPROVAL OF DEPARTMENT HEAD	DATE		

WHEN REQUIRED BY THE CITY'S CHANGE ORDER POLICY, THE FOLLOWING SIGNATURES ARE MANDATORY:

_____	_____	_____	_____
* DIRECTOR OF FINANCE	DATE	* CITY MANAGER	

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\TIN CUP LIFT STATION (ON CALL 005 2017)\DRAWINGS\05 PROPOSED PLANS - LEVEL 1.DWG





EX. MOTOR CONTROL ROOM – LEVEL 1 ELEV.
NTS

GENERAL NOTES:

A. FIELD VERIFY ALL DIMENSIONS FOR ALL FABRICATED ITEMS PRIOR TO THEIR FABRICATION TO INSURE FIT AT LOCATIONS SHOWN. THIS SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING ITEMS: BAR GRATING, BAR SCREEN & WASHER/COMPACTOR ASSEMBLY, PRECAST SLAB, GATES, SUBMERSIBLE SEWAGE PUMP, PIPING, HANDRAIL, AND STAIRS.

B. HANDRAIL SHALL BE 1½"ø WITH KICKPLATE UNLESS OTHERWISE NOTED. HANDRAIL SHALL BE SURFACE OR SIDE MOUNTED AS SHOWN. SAFETY CHAIN SECTIONS SHALL BE ALUMINUM OR STAINLESS STEEL CHAIN.

C. PIPE SIZE AND TYPE AS NOTED AND SHOWN ON DRAWINGS. PIPE LENGTHS VARIABLE, AS REQUIRED FOR INSTALLATION PER DRAWINGS. FOR COMPLETE DESCRIPTION OF PIPE, CLASS AND MATERIAL, SEE SPECIFICATIONS.

D. ALL PIPING, VALVES & FITTINGS SHALL BE ADEQUATELY SUPPORTED. SUPPORTS FOR AIR PIPING SHALL BE PER DETAILS NOTED. LOCATIONS OF PIPE SUPPORTS SHALL BE AS SHOWN, AND AS OTHERWISE REQUIRED TO ADEQUATELY SUPPORT THE PIPE. SEE SPECIFICATIONS FOR ACCEPTABLE SUPPORTS.

E. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING ALL PIPING, VALVES AND FITTINGS FOR A COMPLETE AND FUNCTIONING SYSTEM.

F. ALL GRATING SHALL BE 2" ALUMINUM I-BAR, 15/16" CENTER TO CENTER ON BEARING BARS. ALL GRATING SHALL SPAN DIRECTION NOTED, SHALL BE REMOVABLE & SHALL BE BANDED PER SPECIFICATIONS.

G. PROVIDE A PVC PIPE SLEEVE CAST-IN-PLACE OR CORE DRILL CONCRETE FOR SLUICE GATE STEM. SLEEVE OR CORE DRILLED HOLE SHALL BE ½" LARGER IN DIAMETER THAN STEM DIAMETER. LOCATION SHALL BE PER SLUICE GATE MFGR'S. REQMT'S.

NOTES:

1. CORE DRILL CONCRETE FOR SLUICE GATE STEM. CORE DRILLED HOLE SHALL BE ½" LARGER IN DIAMETER THAN STEM DIAMETER. LOCATION SHALL BE PER SLUICE GATE MFGR'S. REQMT'S.

THE "ORIGINAL" OF THIS DOCUMENT, WITH PROFESSIONAL ENGINEER'S SEAL & DATED SIGNATURE, IS ON FILE AT THE OFFICES OF ALLGEIER, MARTIN and ASSOCIATES, INC.
CIVIL ENGINEER: DEAN ALAN WILLIS
LICENSE NO. E-18769
STATE OF MISSOURI DEAN ALAN WILLIS NUMBER E-18769 REGISTERED PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

CITY OF Joplin
CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680-7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

REV DATE:	REVISION:

DWN BY:	WBW
CKD BY:	JCN
APD BY:	DAW
DATE:	JUNE, 2018

TIN CUP LIFT STATION RENOVATION
PROPOSED PLANS
LEVEL 1

PLAN NO: 1
SHEET 5

Bussey`s Painting Contractors Inc.

Complete Blasting and Painting Service

20977 Mallard Dr. Neosho MO 64850 Phone: 417-451-2040 Fax: 451-9099

Date: 5.22.19
ATTN: Mr. Paul Crews
COMPANY: Crews Construction
PHONE # 417-451-5433
CELL# 417-850-5868
EMAIL# crewscon@gmail.com

RE: Tin Cup

We propose to furnish all necessary labor and materials to cover the following on the above mentioned job.

Resurface a area appr. 17`X3` area as was done at Davis blvd. there will not be any repairs above the L shape at the upper end.

Mr. Crews,

The overhead and profit are built into the labor hourly cost and equipment cost. There is a 15% add on to the material cost.

Labor: 120 hours @ $65.00 per hour is $7,800

Materials: Tnemec- $7,225.00 Abrasives- $1,364.00

Equipment: Blast truck with associated coating equipment
5 days x 500.00 per day $2,500.00
Crane 5 days x 500.00 per day $2,500.00

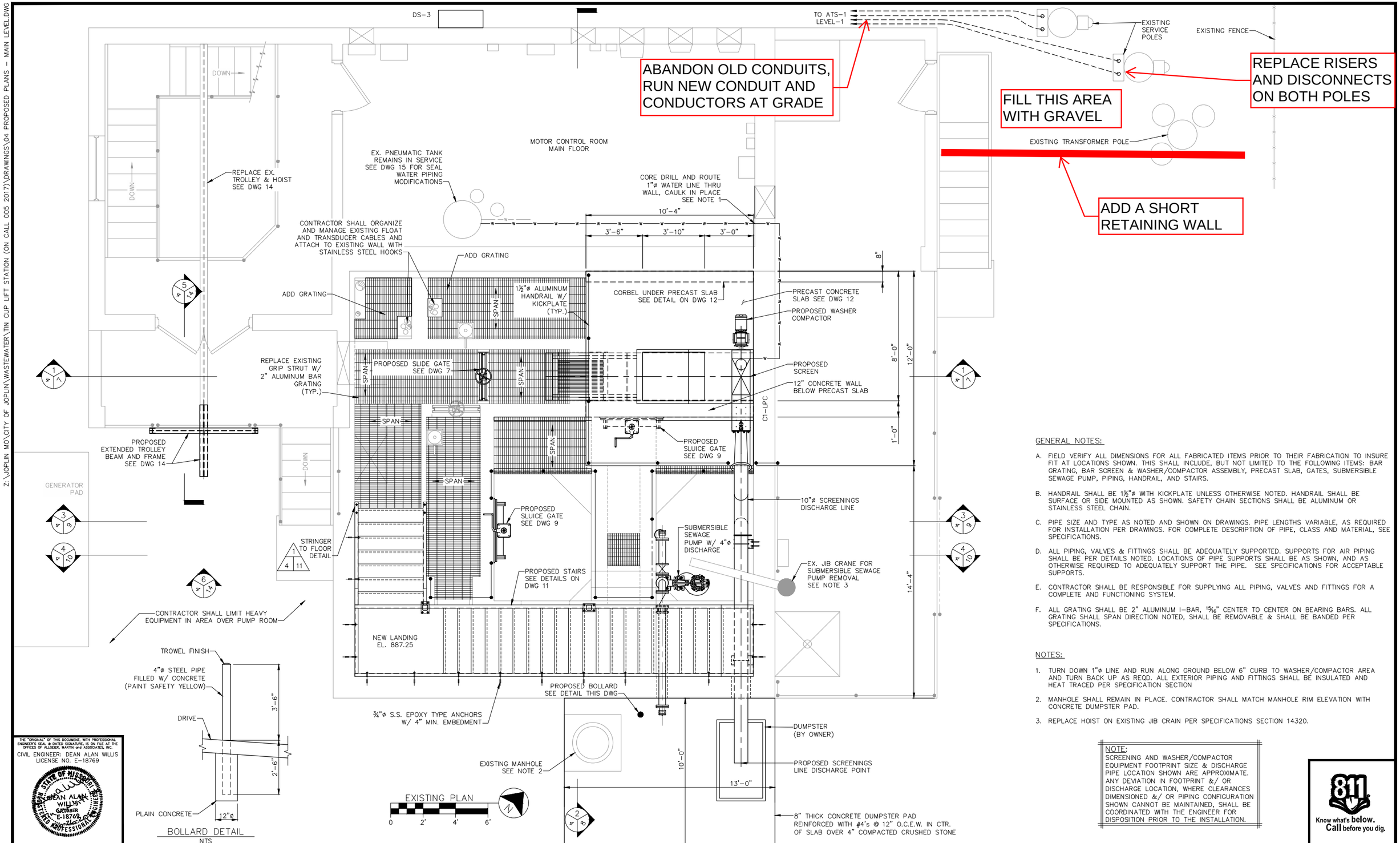
The total price for this project is $21,389.00

We appreciate the opportunity to furnish you with this proposal and look forward to working with you on this project. If you have any questions, please feel free to call.

Thank You,

Rick Bussey
President

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\TIN CUP LIFT STATION (ON CALL 005 2017)\DRAWINGS\04 PROPOSED PLANS - MAIN LEVEL.DWG



GENERAL NOTES:

A. FIELD VERIFY ALL DIMENSIONS FOR ALL FABRICATED ITEMS PRIOR TO THEIR FABRICATION TO INSURE FIT AT LOCATIONS SHOWN. THIS SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING ITEMS: BAR GRATING, BAR SCREEN & WASHER/COMPACTOR ASSEMBLY, PRECAST SLAB, GATES, SUBMERSIBLE SEWAGE PUMP, PIPING, HANDRAIL, AND STAIRS.

B. HANDRAIL SHALL BE 1½"ø WITH KICKPLATE UNLESS OTHERWISE NOTED. HANDRAIL SHALL BE SURFACE OR SIDE MOUNTED AS SHOWN. SAFETY CHAIN SECTIONS SHALL BE ALUMINUM OR STAINLESS STEEL CHAIN.

C. PIPE SIZE AND TYPE AS NOTED AND SHOWN ON DRAWINGS. PIPE LENGTHS VARIABLE, AS REQUIRED FOR INSTALLATION PER DRAWINGS. FOR COMPLETE DESCRIPTION OF PIPE, CLASS AND MATERIAL, SEE SPECIFICATIONS.

D. ALL PIPING, VALVES & FITTINGS SHALL BE ADEQUATELY SUPPORTED. SUPPORTS FOR AIR PIPING SHALL BE PER DETAILS NOTED. LOCATIONS OF PIPE SUPPORTS SHALL BE AS SHOWN, AND AS OTHERWISE REQUIRED TO ADEQUATELY SUPPORT THE PIPE. SEE SPECIFICATIONS FOR ACCEPTABLE SUPPORTS.

E. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING ALL PIPING, VALVES AND FITTINGS FOR A COMPLETE AND FUNCTIONING SYSTEM.

F. ALL GRATING SHALL BE 2" ALUMINUM I-BAR, 15/16" CENTER TO CENTER ON BEARING BARS. ALL GRATING SHALL SPAN DIRECTION NOTED, SHALL BE REMOVABLE & SHALL BE BANDED PER SPECIFICATIONS.

NOTES:

1. TURN DOWN 1"ø LINE AND RUN ALONG GROUND BELOW 6" CURB TO WASHER/COMPACTOR AREA AND TURN BACK UP AS REQD. ALL EXTERIOR PIPING AND FITTINGS SHALL BE INSULATED AND HEAT TRACED PER SPECIFICATION SECTION
2. MANHOLE SHALL REMAIN IN PLACE. CONTRACTOR SHALL MATCH MANHOLE RIM ELEVATION WITH CONCRETE DUMPSTER PAD.
3. REPLACE HOIST ON EXISTING JIB CRAIN PER SPECIFICATIONS SECTION 14320.

NOTE:
SCREENING AND WASHER/COMPACTOR EQUIPMENT FOOTPRINT SIZE & DISCHARGE PIPE LOCATION SHOWN ARE APPROXIMATE. ANY DEVIATION IN FOOTPRINT &/ OR DISCHARGE LOCATION, WHERE CLEARANCES DIMENSIONED &/ OR PIPING CONFIGURATION SHOWN CANNOT BE MAINTAINED, SHALL BE COORDINATED WITH THE ENGINEER FOR DISPOSITION PRIOR TO THE INSTALLATION.

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CIVIL ENGINEER: DEAN ALAN WILLIS
LICENSE NO. E-18769

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:

DWN BY:	WBW
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APD BY:	DAW
DATE:	JUNE, 2018

TIN CUP LIFT STATION RENOVATION
PROPOSED PLANS
MAIN LEVEL

PLAN NO: 1
SHEET 4

Crews Construction, Inc.

17603 Keisha Drive
Neosho, Missouri 64850-8551
Phone (417) 850-5868
Email crewscon@gmail.com

June 21, 2019

ALLGEIER MARTIN AND ASSOCIATES, INC.
ATTN: MR JARED NICHOLS, P.E.
7231 EAST 24TH STREET
JOPLIN, MO 64804

RE: TIN CUP LIFT STATION –PROVIDE AND INSTALL NEW ELECTRICAL SERVICE ENTRANCE COMPONENTS AND CONSTRUCT A BLOCK RETAINING WALL TO LEVEL THE AREA AROUND THE MAIN DISCONNECT POWER POLES

Dear Mr. Nichols:

Below is our breakdown of costs associated with the above referenced item of work:

165 Each	Retaining wall blocks (plane gray) @ 2.15	$ 354.00
1 Load	Base rock for leveling and backfilling	$ 250.00
2 Men/2 days	Labor (dig, prepare base, lay blocks, backfill)	$ 1,920.00
1 Day	Machine rental	$ 277.00
	Electrical subcontractor (see attached breakdown)	
	OPTION 1.	$ 55,238.22
	OPTION 2.	$ 26,479.78

If either option is chosen, please add the additional bond cost (1 ½%) and the allowed 15% Overhead and Profit. Please do not hesitate to contact me if there are any questions, or if we may be of any further service on this or any other matters.

Very truly yours,

Paul S. Crews

PSC:rmc

JOPLIN INDUSTRIAL ELECTRIC, INC.
RESIDENTIAL • COMMERCIAL • MAINTENANCE ELECTRICIANS
2202 S. PRIGMORE AVE., JOPLIN, MO 64804
P.O. BOX 848, DUENWEG, MO 64841
TELEPHONE: (417) 623-3425 • FAX: (417) 623-1313
WEBSITE: www.joplinelectric.com

June 21, 2019

Crews Construction
Paul Crews

These pricing options are for replacing the damaged electrical service at Tin cup Lift Station in Joplin, Mo.

Option 1: This price is for upgrading both electrical services from 600 amps to 1000 amps. It includes installing three (3) 4" aluminum rigid conduits per service on the exterior building wall with #400 THHN conductors and a #2 THHN grounding conductor in each. At the north end of the building, these conduits will be installed below grade in an area to be leveled off by means of a retaining wall. The existing disconnects, risers and metering will be replaced as required. Existing junction boxes, conduit and conductors that are being replaced will be removed from the site.

Our price: $55,238.22

Option 2: This price is for reworking both electrical services with a vision of being upgraded as per option 1. It includes installing three (3) 4" aluminum rigid conduits per service on the exterior building wall with #400 THHN conductors and a #2 THHN grounding conductor in two (2) of these conduits. At the north end of the building, two (2) of these conduits per service will be installed below grade in an area to be leveled off by means of a retaining wall. The existing disconnects, risers and metering will remain. Existing junction boxes, conduit and conductors that are being replaced will be removed from the site. <u>This option, when the future upgrade is completed, will cost the overall project approximately 10-15% more.</u>

Our price: $26,479.78

This price excludes the following:

- Retaining wall.
- Tax.

Thank you,

Ryan Zengel

Joplin Industrial Electric

C.O. Number InvoiceNo

Bill To:

Crews Construction

6/21/2019 Terms P.O. Number

Material Cost

LN		DB#	Material Description	Quantity	Cost
1	F		6" x 6" x 12'	2.00	$116.82
2	F		Footings	2.00	$129.80
3	F		Concrete	1.00	$162.25
4	F		1-5/8 SS Solid Strut	75.00	$730.13
5	I	664	CO-1 SERVICEHEAD	2.00	$15.57
6	I	3704	GR-1 GRC-CONDUIT	30.00	$126.56
7	I	3870	HA-1 MINERALLAC	8.00	$5.79
8	I	5208	ME-13-TERMINAL C/T RATED	2.00	$493.24
9	I	5178	ME-1-IN METER SOCKET HUB	2.00	$14.85
10	F		1/4" Lags	24.00	$7.79
11	I	10661	PV-3/4 S80 CONDUIT	20.00	$9.06
12	I	10746	PV-3/4 MALE-ADAPT.	4.00	$0.93
13	I	3868	HA-3/4 MINERALLAC	8.00	$4.93
14	I	4850	LO-3/4 LOCKNUTS	4.00	$0.41
15	I	8254	WC-BARE-SOFT-SOL #6	20.00	$12.03
16	I	8272	WC-BARE-SOFT-ST #4/0	65.00	$226.46
17	I	3658	GD-3/4X10 GROUND ROD	3.00	$82.90
18	F		Crimps	7.00	$199.89
19	F		Jack Hammer	1.00	$64.90
20	F		Demo Old Disconnects	2.00	$64.90
21	F		Demo Old Conductors	2.00	$0.00
22	F		Demo Old Conduit	2.00	$0.00
23	F		Compaction Rock for Platform	1.00	$194.70
24	F		Backhoe	1.00	$129.80
25	I	678	CO-4 SERVICEHEAD	6.00	$403.05
26	I	218	AL-4 AL CONDUIT	70.00	$954.58
27	I	652	CO-4 MEYER HUBS	6.00	$95.80
28	I	502	BL-4 S.S.COND.STRAP	18.00	$550.91
29	I	456	BL-3/8X6 ALL-THREAD ROD	18.00	$13.27
30	I	2266	FA-1 1/2X3/8 FENDER WASH	24.00	$3.54
31	I	2274	FA-3/8 LOCK WASHER	24.00	$3.78
32	I	2378	FA-3/8-16 HEX NUT	24.00	$17.54
33	I	9806	DIST-UNITS 600V 1200A	2.00	$0.00
34	I	3578	FU6 600V KRP-C 1000	6.00	$0.00
35	I	5174	ME-SECD 650V SP ARRESTER	2.00	$0.00
36	F		WC-THHN-STRA #400MCM	410.00	$2,816.37
37	I	10609	PV-4 S40 CONDUIT	70.00	$152.54
38	I	10621	PV-4" S40 COND ELLS	12.00	$135.51
39	I	10645	PV-4" S40 COND COUP	12.00	$28.60
40	I	10767	PV-4 FE-ADAPTER	12.00	$33.49
41	I	11028	PV-1 QUART CEMENT VC9982	1.00	$11.57
42	I	3994	JB-CT-CABINET 48R3612HCR	1.00	$811.25
43	F		Labels/Tags	1.00	$129.80
44	I	340	AN-3/8-16 LEAD ANCHOR	30.00	$54.87
45	I	2358	FA-1/4-20X2 RHMS	30.00	$14.84
46	I	2266	FA-1 1/2X3/8 FENDER WASH	30.00	$4.43

Joplin Industrial Electric

C.O. Number InvoiceNo

Bill To:
Crews Construction

6/21/2019 Terms P.O. Number

47	I	2274	FA-3/8 LOCK WASHER		30.00	$4.72
48	I	218	AL-4	AL CONDUIT	220.00	$3,000.09
49	I	258	AL-4	AL-90-ELLS	3.00	$479.15
50	I	259	AL-4	AL COUPLING	3.00	$104.63
51	I	652	CO-4	MEYER HUBS	12.00	$658.88
52	I	4866	LO-4	LOCKNUTS	48.00	$125.21
53	I	530	BU-4	PLASTIC BUSHING	24.00	$30.53
54	I	502	BL-4	S.S.COND.STRAP	30.00	$918.19
55	I	8200	WC-THHN-STRA #2		380.00	$486.86
56	F		WC-THHN-STRA #400MCM		1520.00	$10,441.16
57	F		Change Over ATS's		2.00	$0.00
58	I	3974	JB-SCREW COVER 30X30X8		2.00	$973.50
59	I	3825	GR-4	CUT AND THREAD	3.00	$0.00

Material $26,252.35

Material Total $26,252.35

Labor Cost

Labor Description		Cost
Journeyman	274.57 hours @ $63.43 =	$17,416.90

Labor Cost $17,416.90

Labor Total $17,416.90

Total Invoice $43,669.25

Joplin Industrial Electric

C.O. Number InvoiceNo

Bill To:
Crews Construction

6/21/2019 Terms P.O. Number

Material Cost

LN	DB#	Material Description	Quantity	Cost
1	Q	Switchgear		$11,569.00

Material		$11,569.00
Material Total		$11,569.00
Total Invoice		$11,569.00

Joplin Industrial Electric

C.O. Number InvoiceNo

Bill To:
Crews Construction

6/21/2019 Terms P.O. Number

Material Cost

LN	DB#	Material Description	Quantity	Cost
1	F	Jack Hammer	1.00	$64.90
2	F	Demo Old Disconnects	2.00	$64.90
3	F	Demo Old Conductors	2.00	$0.00
4	F	Demo Old Conduit	2.00	$0.00
5	F	Compaction Rock for Platform	1.00	$194.70
6	F	Backhoe	1.00	$129.80
7	F	1-5/8 SS Solid Strut	30.00	$292.05
8	I 10609	PV-4 S40 CONDUIT	70.00	$152.54
9	I 10621	PV-4" S40 COND ELLS	12.00	$135.51
10	I 10645	PV-4" S40 COND COUP	12.00	$28.60
11	I 10767	PV-4 FE-ADAPTER	12.00	$33.49
12	I 11028	PV-1 QUART CEMENT VC9982	1.00	$11.57
13	I 3994	JB-CT-CABINET 48R3612HCR	1.00	$811.25
14	F	Labels/Tags	1.00	$129.80
15	I 340	AN-3/8-16 LEAD ANCHOR	30.00	$54.87
16	I 2358	FA-1/4-20X2 RHMS	30.00	$14.84
17	I 2266	FA-1 1/2X3/8 FENDER WASH	30.00	$4.43
18	I 2274	FA-3/8 LOCK WASHER	30.00	$4.72
19	I 218	AL-4 AL CONDUIT	220.00	$3,000.09
20	I 258	AL-4 AL-90-ELLS	3.00	$479.15
21	I 259	AL-4 AL COUPLING	3.00	$104.63
22	I 652	CO-4 MEYER HUBS	12.00	$658.88
23	I 4866	LO-4 LOCKNUTS	48.00	$125.21
24	I 530	BU-4 PLASTIC BUSHING	24.00	$30.53
25	I 502	BL-4 S.S.COND.STRAP	30.00	$918.19
26	I 8200	WC-THHN-STRA #2	255.00	$326.71
27	F	WC-THHN-STRA #400MCM	1015.00	$6,972.22
28	F	Change Over ATS's	2.00	$0.00
29	I 3974	JB-SCREW COVER 30X30X8	2.00	$973.50
30	I 3825	GR-4 CUT AND THREAD	3.00	$0.00

Material	$15,717.07
Material Total	$15,717.07

Labor Cost

Labor Description		Cost
Journeyman	169.67 hours @ $63.43 =	$10,762.75
Labor Cost		$10,762.75
Labor Total		$10,762.75

Total Invoice $26,479.82

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-451 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
August 19, 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-451 Ordinance and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Ryan Talken; Finance Dept. Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Daniel Pekarek

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 provides funding from the state for public health preparedness activities in Joplin. The contract continues partial funding of 1 Regional Response Planner to be based in the Joplin Health Department. This staff person provides emergency planning and response activities for Joplin and Jasper County health departments. The county health department provides funding to the city for these services that allows for full funding of this position.

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

The period for this agreement is July 1, 2019 through June 30, 2020 and the total anticipated reimbursement from this agreement is $39,198. 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 an emergency basis.

COUNCIL BILL NO. 2019-451 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 Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); 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 19th day of August, 2019, by a vote of

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
44589	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2017	6/30/2020	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
AOC18380071		02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0196		DUNS NUMBER 010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

AMENDMENT #02 TO CONTRACT #AOC18380071

Joplin City Health Department

CONTRACT TITLE: Public Health Emergency Preparedness

CONTRACT PERIOD: July 1, 2019 through June 30, 2020

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete the Scope of Work, including any Attachments and Exhibits, and the Terms and Conditions in their entirety and replace with the revised Scope of Work, including any Attachments and Exhibits, and the Terms and Conditions, which are attached hereto and incorporated by reference as if fully set forth herein.

PUBLIC HEALTH EMERGENCY PREPAREDNESS
Joplin City Health Department
FY20 SCOPE OF WORK

1. GENERAL

1.1 The contract amount shall not exceed $39,198.00 for the period of July 1, 2019 through June 30, 2020.

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

1.3 The Contractor shall comply with the following:

1.3.1 None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

1.3.2 By accepting this award, the Contractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.

1.3.3 The Contract shall include these requirements in any agreement made with a subcontractor or subgrantee.

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

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

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

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

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

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

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

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

Program Name: Public Health Emergency Preparedness
Program Contact: Laura Weiler
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-522-2003
Email: Laura.Weiler@health.mo.gov

2. PURPOSE

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

3. DEFINITIONS

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

3.2 The Partner Readiness Evaluation Program (PREP): is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).

3.3 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability 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 local public health agencies and state to intervene in the disease investigation process.

3.4 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 enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.

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

4. GENERAL DELIVERABLES

4.1 The Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800B – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), and IS-200 – Basic Incident Command System. Public Health and Medical Services and the FEMA Classroom Study Program: ICS 300 – Intermediate Incident Command System, and ICS 400 – Advanced Incident Command System must be completed by command staff only. These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within 10 months of hiring date.

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

4.3 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's

jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov. The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.

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

4.5 The Administrator or their designated employee is encouraged to attend semi-annual Local Public Health Agency (LPHA) Planning meetings.

4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at https://webapp03.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis%2fdefault.aspx.

4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at: http://s1.sos.mo.gov/cmsimages/adrules/csr/previous/19csr/19csr0806/19c20-20.pdf

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

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

4.10 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN system (https://www.mo-hns.org/), the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.

4.11 The Contractor shall participate in necessary trainings as scheduled by the Department's Office of Emergency Coordination (OEC) regarding the use of the HAN system.

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

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

4.14 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures. The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning,

4.15 By June 30, the Contractor shall complete the Tangible Personal Property Report and submit to OEC. This form needs to be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds. Items priced over $5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at http://clphs.health.mo.gov/lphs/OEC.php. Submit this form electronically to OEC at CERTGrantsContracts@health.mo.gov.

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

4.17 The Contractor must use the provided template to report this inventory to OEC or submit an inventory list already in place. It the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at http://clphs.health.mo.gov/lphs/OEC.php .

4.18 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. (See the link below for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition http://clphs.health.mo.gov/lphs/OEC.php) Participation shall include, but not be limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition. 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 C, which is attached hereto and incorporated by reference as if fully set forth herein, for healthcare coalitions – frequently asked questions).

4.19 By June 30, at least one staff member of the Contractor will have completed WebEOC training.

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

4.21 The Contractor must review Scope of Work Additional Deliverables, Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein. If one or more of the following deliverables is marked by an "X" on Attachment D, the Contractor shall complete the marked deliverables during the contract period:

4.21.1 The Contractor shall participate in a one day Partner Readiness Evaluation Program (PREP) exercise once every four years with the date selected by the state.

4.21.2 The State Emergency Management Agency (SEMA) will notify the Contractor within sixty (60) days of the PREP visit.

4.21.3 The Contractor shall provide lunch on the day of the table-top exercise to participants during the PREP visit. An additional $200 shall be included in the contract budget for this expense.

4.21.4 The Contractor shall participate in the development of an HSEEP compliant After Action Report (AAR) for the PREP exercise.

4.22 The Contractor shall validate/update their Point of Distribution (POD) Operational Data Collection Sheet within the DHSS-SNS POD Board in WebEOC semi-annually (December 31/June 30).

4.22.1 Information on the sheet should be derived from existing plans, resources, agreements and partnerships. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

5.1 The Contractor shall select a minimum of three or more Capabilities within the six (6) Domains to work on during the contract period to ensure that all 15 Capabilities within the six (6) Domains are completed within the project period ending June 30, 2024.

5.1.1 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at http://clphs.health.mo.gov/lphs/OEC.php .

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

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

6. REPORTS

6.1 The Contractor shall submit Semi-Annual Reports of activities to OEC by January 15, and July 15. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at http://clphs.health.mo.gov/lphs/OEC.php

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

6.3 The Contractor shall complete and submit a Jurisdictional Risk Assessment (JRA) once every five 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. Using the file library within WebEOC, https://webeoc.sema.dps.mo.gov/eoc7/, locate your LPHA by name and upload your JRA.

7. BUDGET AND ALLOWABLE COSTS

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

7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

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

7.4 Indirect costs

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

7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 0.00% of the modified total direct costs as defined in 2 CFR § 200.68.

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

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

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

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

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

7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: https://www.gsa.gov/portal/content/104877

7.7 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

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

payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

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

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

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

8.2.1 In addition, the contractor shall submit the Invoicing Tool with each invoice to ensure that indirect costs are calculated correctly, as stated in section 7.4 above. The Invoicing Tool can be accessed at http://clphs.health.mo.gov/lphs/OEC.php .

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

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

8.5 All Public Health Emergency Preparedness invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P.O. Box 570
Jefferson City, MO 65102-0570

Or email to:
CERTGrantsContracts@health.mo.gov

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

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

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

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

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

8.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

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

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

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

9. AMENDMENTS

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

10. MONITORING

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

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.

11. DOCUMENT RETENTION

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

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

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

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

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

12. CONFIDENTIALITY

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

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

13. LIABILITY

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

13.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers

compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

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

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

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

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

15. AUTHORIZED PERSONNEL

15.1 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.

15.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

15.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work

Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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

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

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

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

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

16. TERMINATION

16.1 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:

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

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

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

16.1.4 By request of the Contractor.

16.2 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:

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

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

16.3 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.

17. SUBCONTRACTING

17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall

expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

CERTIFICATIONS AND SPECIAL PROVISIONS

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

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

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

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

What is a regional healthcare coalition?
Missouri has seven regional healthcare coalitions (HCCs) covering the entire geography of the state. The HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Assistant Secretary for Preparedness and Response (DHHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

A HCC is defined as "a **collaborative network of healthcare organizations** and their **respective public and private sector response partners** . . . that serve as a multiagency coordinating group to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization disaster operations."

Who are members of the regional healthcare coalitions?
Each regional healthcare coalition must maintain 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 local Emergency Support Function-8 (ESF-8) lead agency and, as such, has responsibility to assure all ESF-8 partners and functions have been anticipated and plans are developed. Engaging in the routine planning meetings with the regional HCC, trainings and exercises as they occur provides an excellent opportunity for collaborative planning, identification of remaining vulnerabilities and barriers, and 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.

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

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. There are methods to ensure your efficient, yet appropriate levels of engagement to thoughtfully contribute subject matter expertise as well as receive benefits from membership. 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.

ATTACHMENT D		
2019-2020 PUBLIC HEALTH EMERGENCY PREPAREDNESS		
Scope of Work Additional Deliverables		
"X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD		
LPHA NAME	PREP Visit Deliverables Under Section 4.21.1 to 4.21.4	Non-CRI Deliverable 4.22
Adair County Health Department	X	X
Andrew County Health Department	X	X
Atchison County Health Department	X	X
Audrain City-County Health Unit		X
Barry County Health Department		X
Barton County Health Department		X
Benton County Health Department	X	X
Bollinger County Health Center		X
Butler County Health Department		X
Caldwell County Health Department		
Callaway County Health Department		X
Camden County Health Department		X
Cape Girardeau County Public Health Center		X
Carroll County Health Department	X	X
Carter County Health Department	X	X
Cass County Health Department		
Cedar County Health Department		X
Chariton County Health Center	X	X
Christian County Health Department		X
City of St Joseph Health Department		X
St Louis City Department of Health & Hospitals		
Clark County Health Department	X	X
Clay County Public Health Center		
Clinton County Health Department		
Cole County Health Department	X	X
Columbia City Health Dept.		X
Cooper County Public Health Department	X	X
Crawford County Nursing Service		X
Dade County Health Department	X	X
Dallas County Health Department	X	X
Daviess County Health Department	X	X
Dent County Health Center	X	X
Douglas County Health Department		X

Dunklin County Health Department		X
Franklin County Health Department		
Gasconade County Health Department		X
Grundy County Health Department		X
Harrison County Health Department		X
Henry County Health Center	X	X
Hickory County Health Department		X
Holt County Health Department		X
Howard County Public Health Department		X
Howell County Health Department		X
Iron County Health Department		X
Jackson County Health Department		
Jasper County Health Department		X
Jefferson County Health Department		
Johnson County Health Department		X
Joplin City Health Department		X
Kansas City Health Department		
Knox County Health Department		X
Laclede County Health Department		X
Lafayette County Health Department		X
Lawrence County Health Department		X
Lewis County Health Department		X
Lincoln County Health Department		
Linn County Health Department		X
Livingston Coutny Health Center		X
Macon County Health Department	X	X
Madison County Health Department	X	X
Marion County Health Department and Home Health Agency		X
McDonald County Health Department		X
Mercer County Health Department		X
Miller County Health Department		X
Mississippi County Health Department		X
Moniteau County Health Center		X
Monroe County Health Department		X
Montgomery County Health Department		X
Morgan County Health Center		X
New Madrid County Health Department		X
Newton County Health Department		X
Nodaway County Health Center		X
Oregon County Health Department		X
Osage County Health Department		X
Ozark County Health Center		X

Pemiscot County Health Center		X
Perry County Health Department		X
Pettis County Health Center		X
Phelps/Maries County Health Department		X
Pike County Health Department Home Care & Hospice	X	X
Platte County Health Department		
Polk County Health Department	X	X
Pulaski County Health Department	X	X
Putnam County Health Department		X
Ralls County Health Department		X
Randolph County Health Department		X
Reynolds County Health Center		X
Ripley County Public Health Center		X
Saline County Health Department		X
Schuyler County Health Department		X
Scotland County Health Department		X
Scott County Health Department	X	X
Shannon County Health Center		X
Shelby County Health Department	X	X
Springfield-Greene County Health Department		X
St Charles County Dept. of Community Health & Environment		
St Clair County Health Center		X
St Francois County Health Center	X	X
St Louis County Department of Health		
Ste Genevieve County Health Department		X
Stoddard County Public Health Center		X
Stone County Health Department	X	X
Sullivan County Health Department		X
Taney County Health Department		X
Texas County Health Department	X	X
Tri-County Health Department		X
Vernon County Health Department		X
Warren County Health Department		X
Washington County Health Department		X
Wayne County Health Center	X	X
Webster County Health Unit	X	X
Wright County Health Department	X	X

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

8. Transactions

Contract Expenditures:

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

Match Requirements (if required by the contract):

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

9. Remarks: Attach any explanations deemed necessary.

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

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

MO580-3091(07-17)

Joplin City Health Department
Public Health Emergency Preparedness Budget
FY20 (2019-2020)

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	27,294.00	27,294.00
Fringe Benefits	11,800.00	11,800.00
Travel	50.00	50.00
Equipment (*see definition below)	0.00	
Supplies	0.00	0.00
Other	54.00	54.00
Contractual		
Subcontractor #1 (Enter Name)	0.00	0.00
Subcontractor #2 (Enter Name)	0.00	0.00
Subcontractor #3 (Enter Name)	0.00	0.00
Subcontractor #4 (Enter Name)	0.00	0.00
Subcontractor #5 (Enter Name)	0.00	0.00
Total Direct Costs	39,198.00	
Indirect (Administrative) Cost	0.00	
TOTAL CONTRACT	**39,198.00**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	39,198.00
	0
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)	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

*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

Joplin City Health Department
Public Health Emergency Preparedness Budget
FY20 (2019-2020)
Budget Narrative/Justification

Personnel Services

Lawrence McKeough-Regional Emergency Planner (Joplin/Jasper County). Mr. Mckeough will be working on

Cap5-30%
Cap 7-40%
Cap 10-30%

Fringe Benefits

Various fringe including health insurance, workers comp, FICA, retirement, life insurance, dental. Mr. Mckeough

Travel

Includes $50 for misc. travel for meetings, etc. @.51/mi. Mr. Mckeough will be working on Cap5-30%, Cap 7-40%, Cap 10-30% .

Equipment

Supplies

Other

Dues for memberships for IAEM,MEPA for emergency planner. Mr. Mckeough will be working on Cap5-30%, Cap 7-40%, Cap 10-30%

Contractual

****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?**

Total number of FTE working directly for your public health agency regardless of funding source. Including federal, state, or locally funded and including contract staff. May use up to two decimal places.

2. Of these FTE's how many are funded only by the PHEP grant?

Use the staff named in the Personal Services budget request. Total the % of salary paid from the PHEP grant for each staff. Do not include contract staff. For example: 2 half-time employees are equal to 1 FTE. If you have two full-time employees = 2 FTE; and three half-time employees = .5 + .5 + .5 = 1.5 FTE, the total FTE count would be 3.5 FTEs. May use up to two decimal places.

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

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*

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

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

Tracking #	44589	**State:** 0%	$0.00	**Federal:** 100%	$117,794.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2017	**Contract End:**	6/30/2020	**Amend#:** 02	**Contract #:** AOC18380071
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:	1NU90TP921896-01, 6NU90TP921896-01				
Federal Award Name:	MISSOURI HPP AND PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2017	**DHSS #:**	TP171701-01Z	**Federal Obligation:**	$39,398.00

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:	6NU90TP921896-01				
Federal Award Name:	MISSOURI HPP AND PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2018	**DHSS #:**	TP171701-02Z	**Federal Obligation:**	$39,198.00

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:	1NU90TP922019-01				
Federal Award Name:	MISSOURI PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2019	**DHSS #:**	19PHEP	**Federal Obligation:**	$39,198.00

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

Project Description:

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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-514 – Approving a budget amendment for FY 2019

MEETING DATE
August 19, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-514 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends the adopted 2018-2019 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amend the police special operations budget to replace a patrol utility vehicle in the amount of $38,240.00. The engine needs replaced, but the vehicle is beyond its useful life and it is not cost effective to replace the engine. Therefore, the vehicle needs replaced.
- Amend the fire operations budget to replace the Battalion Chief special utility vehicle in the amount of $37,985.00. This vehicle was totaled in a recent accident. Therefore, the liability insurance fund and our outside insurance coverage is funding this replacement.
- Amend the parks ground maintenance vehicle to replace a ½-ton pickup truck in the amount of $23,640.00. This vehicle was totaled in a recent accident. Therefore, the liability insurance fund and our outside insurance coverage is funding this replacement

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $61,625.00 and expenditures by $161,490.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2019-514 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2018-145 on October 15, 2018, which estimated revenues and appropriated funds for the fiscal year 2018-2019, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing revenues by the total amount of Sixty-One Thousand Six Hundred Twenty-Five Dollars and No Cents ($61,625.00) and by increasing appropriations by the total amount of One Hundred Sixty-One Thousand Four Hundred Ninety Dollars and No Cents ($161,490.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2018-2019 ADOPTED BUDGET
19-Aug-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Transfers In	001-0000-450-0604	Insurance Settlement	$	37,985	
	Police Special Operations	001-5508-510-8210	Motor Vehicles			38,240
	Fire Operations	001-6002-510-8210	Motor Vehicles			37,985
	Total General Fund			$	37,985	76,225
115	Parks Fund					
	Transfers In	115-0000-450-0604	Insurance Settlement	$	23,640	
	Parks Grounds Maintenace	115-6532-560-8210	Motor Vehicles			23,640
	Total Parks Fund			$	23,640	23,640
515	Liability Insurance Fund					
				$	-	
	Liability Insurance	515-7501-500-5305	Judgments & Claims			61,625
	Total Liability Insurance Fund			$	-	61,625
	Grand Total			$	61,625	161,490

COUNCIL BILL NO. 2019-617 **ORDINANCE NO**.

AN ORDINANCE approving the applications of Active Lifestyle Inc., for Joplin Memorial Run; George A. Spiva Center for the Arts, for Master Level Art Instruction; Four-State Trucks/Chrome Shop Mafia, for Guilty by Association; Joplin Arts Fest Committee for the Joplin Arts Fest; Carl Junction Chamber of Commerce for the 23rd annual Carl Junction Bluegrass Festival; Joplin Disc Golf Club for 15th annual Four State Open; Rufus Racing, for 12th annual Summer Roundup Triathlon; Emancipation Celebration Committee for Emancipation Park Day Celebration; Ozark Christian College, for 2020 Conference Series; Downtown Joplin Alliance for 2020 Event Marketing Campaign; Historic Murphysburg Preservation, Inc for the 2019 and 2020 Home for the Holidays events; George Washington Carver National Monument, for Marketing 2020 Park Events; Missouri Southern State University Alumni Association for Alumni Tracking Software; Joplin History and Mineral Museum, for a 2020 Marketing Campaign and upgrade to the Bonnie and Clyde Exhibit; Wildcat Glades Friends Group, for 2020 Event Marketing; ProMusica for 2020 Concert Series; and a Joint Marketing Effort with the Carthage CVB for utilization of FY2020 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals, celebrations, events and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Active Lifestyle Inc., for **Joplin Memorial Run**, in the amount of Ten Thousand dollars ($10,000); George A. Spiva Center for the Arts, for **Master Level Art Instruction**, in the amount of Six Thousand dollars ($6,000); Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, in the amount of Twenty-Five Thousand dollars ($25,000); Joplin ArtsFest Committee for the **Joplin ArtsFest**, in the amount of Seven Thousand Five Hundred dollars ($7,500); Carl Junction Chamber of Commerce for the **23rd annual Carl Junction Bluegrass Festival**, in the amount of Three Thousand dollars ($3,000); Joplin Disc Golf Club for **15th annual Four State Open**, in the amount of Eight Thousand dollars ($8,000); Rufus Racing, for **12th annual Summer Roundup Triathlon**, in the amount of Eight Thousand dollars ($8,000); Emancipation Celebration Committee for **Emancipation Park Day Celebration**, in the amount of Four Thousand Five Hundred dollars ($4,500);

Ozark Christian College, for **2020 Conference Series** in the amount of Seventeen Thousand Five Hundred dollars ($17,500); Downtown Joplin Alliance for **2020 Event Marketing Campaign**, in the amount of Three Thousand dollars ($3,000); Historic Murphysburg Preservation, Inc for **Home for the Holidays**, in the amount of One Thousand dollars ($1,000); George Washington Carver National Monument, for **Marketing Park Events** in the amount of Five Thousand dollars ($5,000); MSSU Alumni Association for **Alumni Tracking Software**, in the amount of Three Thousand Five Hundred ($3,500); Joplin History and Mineral Museum, for **2020 Marketing Campaign**, in the amount of Five Thousand dollars ($5,000); Wildcat Glades Friends Group, for 2020 Event Marketing in the amount of Three Thousand dollars ($3,000); ProMusica for **2020 Concert Series** in the amount of Two Thousand Five Hundred & Sixty dollars ($2,560), and Carthage Convention & Visitors Bureau, for a **Joint Marketing Effort with the Joplin CVB** in the amount of One Thousand dollars ($1,000), for utilization of FY2020 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Additionally, Historic Murphysburg Preservation, Inc for **Marketing for the December 2019 Home for the Holidays** in the amount of Four Thousand Five Hundred dollars ($4,500), and Joplin History and Mineral Museum, to **improve the Museum's Bonnie & Clyde exhibit** in the amount of, up to, Three Thousand dollars ($3,000), for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

_____
Leslie Haase, Director of Finance

City of Joplin City Council Agenda Item

Requested Council Meeting Date: August 19, 2019

ITEM: Council Bill No. 2019-617. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2020 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2019-617

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
INTERIM CITY MANAGER:	Dan Pekarek	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2020 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For-Profit organizations may apply;
- Events must be held between November 1, 2019 & October 31, 2020;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

On July 22, 2019, at 8:30 a.m. the Joplin Convention & Visitors Bureau Advisory Board held a meeting to review and discuss applications submitted for the FY2020 CVB Grant Program and to determine funding allocations; where appropriate and how much. At this meeting the board listened to presentations from applicants which included a 5-minute presentation and 5-minute Q&A. Each board member received digital copies of all applications in advance of the meeting. All board members were present for this review.

17 funding applications from 17 organizations totaling $211,200 in requests were received. Funding for this program is capped at $140,000. Up to $130,000 is awarded through the initial grant process with $10,000 kept in reserve and awarded throughout the fiscal year.

In their review, the board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points benchmark for funding. Each board member individually scored the applications, the hi/low scores were removed, then all were ranked by the average score received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Following the scoring and ranking of all applications, the Advisory Board discussed each application and made final funding decisions.

For the FY2020 grant cycle the Advisory Board heard from nine (9) grant applicants that specially represented "events" while the CVB staff reviewed and evaluated eight (8) applications that were "marketing" based. These "marketing" requests were presented to the board as a single package at the end of the application review.

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations:

EVENT APPLICATIONS

1. Active Lifestyle Inc., for **Joplin Memorial Run**, asked for $18,000, awarded $10,000.
2. George A. Spiva Center for the Arts, for **Master Level Art Instruction**, asked for $12,000, awarded $6,000.
3. Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, asked for $25,000, awarded $25,000.
4. Joplin Arts Fest Committee for the **Joplin ArtsFest**, asked for $13,340, awarded $7,500.
5. Carl Junction Chamber of Commerce for the **23rd annual Carl Junction Bluegrass Festival**, asked for $11,070, awarded $3,000.
6. Joplin Disc Golf Club for **15th annual Four State Open**, asked for $19,450, awarded $8,000.
7. Rufus Racing, for **12th annual Summer Roundup Triathlon**, asked for $17,035, awarded $8,000.
8. Emancipation Celebration Committee for **Emancipation Park Day Celebration**, asked for $4,500, awarded $4,500.
9. Ozark Christian College, for **2020 Conference Series** (5 conferences), asked for $25,000, awarded $17,500.

MARKETING APPLICATIONS

10. Downtown Joplin Alliance for **2020 Event Marketing Campaign**, asked for $13,900, awarded $3,000.
11. Historic Murphysburg Preservation, Inc for **2020 Home for the Holidays**, asked for $1,000, awarded $1,000.
12. George Washington Carver National Monument, for **Marketing 2020 Park Events**, asked for $15,000, awarded $5,000.
13. MSSU Alumni Association for **Alumni Tracking Software**, asked for $3,500, awarded $3,500.
14. Joplin History and Mineral Museum, for **2020 Marketing Campaign**, asked for $13,850, awarded $5,000.
15. Wildcat Glades Friends Group, for Events Marketing, asked for $14,995, awarded $3,000.
16. ProMusica for **2020 Concert Series** (6 concerts), asked for $2,560, awarded $2,560.
17. Carthage CVB, for a **Joint Marketing Effort**, asked for $1,000, awarded $1,000.

In total, these recommendations represent $113,560 of the $140,000 budgeted for the FY2020 grant program. The balance of $26,440 will be allocated throughout the fiscal year following the same applicant guidelines.

Additionally, at the July 22nd meeting, two (2) applications were reviewed which were eligible for funding under the FY2019 criteria and timeframe.

1. Historic Murphysburg Preservation, Inc for **Marketing for the December 2019 Home for the Holidays**, asked for $4,500, awarded $4,500.
2. Joplin History and Mineral Museum, for **an improved Bonnie & Clyde exhibit**, asked for $2,550, awarded up to $3,000.

These recommendations are respectfully submitted for Joplin City Council approval, with items 1-17 to be within the FY2020 budget, and items 18-19 added to the FY2019 Budget, by the Joplin Convention & Visitors Bureau Advisory Board.

RECOMMENDATION:

The JCVB Advisory Board and Staff recommend City Council approving the funding recommendations for grant applications as described above.

ATTACHMENTS:

None.

Joplin Convention & Visitors Bureau
602 S. Main, Joplin, Missouri 64801
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VisitJoplinMO.com

Memorandum

TO:	Joplin City Council
FROM:	Patrick Tuttle, JCVB Director
CC:	Dan Pekarek, Interim City Manager Barbara Gollhofer, City Clerk
DATE:	July 30, 2019
SUBJECT:	JCVB FY2020 Grant Recommendations

On July 22, 2019, at 8:30 a.m. the Joplin Convention & Visitors Bureau Advisory Board held a meeting to review and discuss applications submitted for the FY2020 CVB Grant Program and to determine funding allocations; where appropriate and how much. At this meeting the board listened to presentations from applicants which included a 5-minute presentation and 5-minute Q&A. Each board member received digital copies of all applications in advance of the meeting. All board members were present for this review.

17 funding applications from 17 organizations totaling $211,200 in requests were received. Funding for this program is capped at $140,000. Up to $130,000 is awarded through the initial grant process with $10,000 kept in reserve and awarded throughout the fiscal year.

In their review, the board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points benchmark for funding. Each board member individually scored the applications, the hi/low scores were removed, then all were ranked by the average score received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Following the scoring and ranking of all applications, the Advisory Board discussed each application and made final funding decisions.

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For the FY2020 grant cycle the Advisory Board heard from nine (9) grant applicants that specially represented "events" while the CVB staff reviewed and evaluated eight (8) applications that were "marketing" based. These "marketing" requests were presented to the board as a single package at the end of the application review.

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations:

EVENTS APPLICATIONS

1. Active Lifestyle Inc., for **Joplin Memorial Run**, scored 79.1, asked for $18,000, awarded $10,000.
2. George A. Spiva Center for the Arts, for **Master Level Art Instruction**, scored 74.6, asked for $12,000, awarded $6,000.
3. Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, scored 100.0, asked for $25,000, awarded $25,000.
4. Joplin ArtFest Committee for the **Joplin ArtsFest**, scored 68.3, asked for $13,340, awarded $7,500.
5. Carl Junction Chamber of Commerce for the **23rd annual Carl Junction Bluegrass Festival**, scored 64.2, asked for $11,070, awarded $3,000.
6. Joplin Disc Golf Club for **15th annual Four State Open**, scored 76.8, asked for $19,450, awarded $8,000.
7. Rufus Racing, for **12th annual Summer Roundup Triathlon**, scored 82.6, asked for $17,035, awarded $8,000.
8. Emancipation Celebration Committee for **Emancipation Park Day Celebration**, scored 70.8, asked for $4,500, awarded $4,500.
9. Ozark Christian College, for **2020 Conference Series** (5 conferences), scored 88.2, asked for $25,000, awarded $17,500.

MARKETING APPLICATIONS

10. Downtown Joplin Alliance for **2020 Events Marketing Campaign**, asked for $13,900, awarded $3,000.

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11. Historic Murphysburg Preservation, Inc for **Home for the Holidays**, asked for $1,000, awarded $1,000.
12. George Washington Carver National Monument, for **Marketing Park Events**, asked for $15,000, awarded $5,000.
13. MSSU Alumni Association for **Alumni Tracking Software**, asked for $3,500, awarded $3,500.
14. Joplin History and Mineral Museum, for **Museum Marketing Campaign**, asked for $13,850, awarded $5,000.
15. Wildcat Glades friends Group, for Events Marketing, asked for $14,995, awarded $3,000.
16. ProMusica for **2020 Concert Series** (6 concerts), asked for $2,560, awarded $2,560.
17. Carthage CVB, for a **Joint Marketing Effort**, asked for $1,000, awarded $1,000.

In total, these recommendations represent $113,560 of the $140,000 budgeted for the FY2020 grant program. The balance of $26,440 will be allocated throughout the fiscal year following the same applicant guidelines.

Additionally, at the July 22nd meeting, two (2) applications were reviewed and discussed that were eligible for funding under the FY2019 criteria and timeframe.

18. Historic Murphysburg Preservation, Inc for **Marketing for the December 2019 Home for the Holidays**, asked for $4,500, awarded $4,500.
19. Joplin History and Mineral Museum, for **an improved Bonnie & Clyde exhibit**, asked for $2,550, awarded up to $3,000.

These recommendations are respectfully submitted for Joplin City Council approval, with items 1-17 to be within the FY2020 budget, and items 18-19 added to the FY2019 Budget, by the Joplin Convention & Visitors Bureau Advisory Board.

Mike Wilson
Board Chair

Patrick Tuttle
Director