JOPLIN CITY COUNCIL
REGULAR MEETING
6:00 P.M.
TUESDAY, SEPTEMBER 8, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
AGENDA

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

In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45

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**

6. **Citizen Requests And Petitions**

   1. Zachary Spiering, Joplin, Would Like To Speak On Access Ramps For Sidewalks In North Heights. Project ROAM (Restoration Of All Mobility).

   2. Edward Steinbacher, Joplin, Would Like To Speak On The Voice Of The People.

   3. Kevin VanStory, Neosho, Would Like To Speak On Redress Of Grievances.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2020-270
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from District R-2 and M-2 and included in District C-3 property as described below and located 1317 E 7th Street and 610 S Club Street, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2020-270 MINUTES.PDF
      CB 2020-270 SUMMARY.PDF
      CB 2020-270.PDF
      CB 2020-270 STAFF REPORT.PDF

3. COUNCIL BILL NO. 2020-271
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3-PD property as described below and located 1902 New Jersey Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-271 MINUTES.PDF
CB 2020-271 STAFF REPORT.PDF
CB 2020-271 SUMMARY.PDF
CB 2020-271.PDF

4. RESOLUTION NO. 2020-012
A RESOLUTION granting a Permanent Special Use Permit (1st Request) for the operation of a group residential facility located at 1408 and 1414 Euclid Avenue, in the City of Joplin, Jasper County, Missouri.

Documents:

RS 2020-012 MINUTES.PDF
RS 2020-012 SPECIAL MTG MINUTES.PDF
RS 2020-012 STAFF REPORT.PDF
RS 2020-012 SUMMARY.PDF
RS 2020-012.PDF

8. Consent Agenda

1. Minutes Of The August 17, 2020 City Council Meeting.

Documents:

AUG 17, 2020.PDF

2. Minutes Of The August 24, 2020 Special City Council Meeting

Documents:

SP MTG AUG 24.PDF

3. COUNCIL BILL NO. 2020-006
AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by amending Section 42-35 by enacting a new subsection (k).

Documents:

CB2020-006.PDF

4. COUNCIL BILL NO. 2020-150
AN ORDINANCE approving a Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-150.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2020-157
AN ORDINANCE approving the purchase agreement between the City of Joplin and Midwest Transit Equipment Inc. for the purchase of (2) light duty cut-a-way vehicles with Americans with Disabilities Act (ADA) compliant lifts; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause.

Documents:

GS 2020-157 MAPS VEHICLES NEW FORMAT.PDF
CB 2020-157 SCHEDULE A BUDGET AMENDMENT .PDF
ORDINANCE 2020-157.PDF
2020-03 MAPS VEHICLE BID TAB.PDF

2. COUNCIL BILL NO. 2020-158
AN ORDINANCE approving a purchase agreement between the City of Joplin and Central States Bus Sales for the purchase of (2) light duty cut-a-way vehicles with Americans with Disabilities (ADA) compliant lifts; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause.

Documents:

GS 2020-158 TROLLEY VEHICLES NEW FORMAT.PDF
CB 2020-158 SCHEDULE A BUDGET AMENDMENT.PDF
2020-03 MAPS VEHICLE BID TAB.PDF
ORDINANCE 2020-158.PDF

3. COUNCIL BILL NO. 2020 – 366
AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1815 Moffet Ave. in the City of Joplin, Missouri, for Five Thousand Two Hundred Sixteen and 00/100 Dollars ($5,216.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-366 BID.PDF
CB 2020-366 PICTURES.PDF
CB 2020-366 SUMMARY.PDF
CB 2020-366.PDF

4. COUNCIL BILL NO. 2020 – 367
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1716 Empire Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Ninety-two and 00/100 Dollars ($4,892.00);

providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-367 .PDF
CB 2020-367 BID.PDF
CB 2020-367 PICTURES.PDF
CB 2020-367 SUMMARY.PDF

5. COUNCIL BILL NO. 2020-451
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 Seventy-One Thousand, One Hundred Fifty Dollars, no Cents, ($71,150.00); 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:

CB2020-451 SUMMARY SHEET.PDF
CB2020-451-COUNCIL BILL.PDF
SUPPLEMENTAL ITEM CONTRACT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-405
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

Documents:

CB 2020-405 JATSO_FY21_CPG_AGREEMENT.PDF
CB 2020-405 SUMMARY.PDF
CB 2020-405.PDF
CB 2020-405 FY21 UPWP.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Declare Excess Surplus Property For The Annual City Of Joplin Auction To Be Held Sept. 26.

2. News From Public Information Officer Lynn Onstot

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 12:00 p.m. on this 3rd day of September, 2020 (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 clearly for the record.

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

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

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

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

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

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

Thank you for your consideration and understanding.

CB 2020-270

Case 030-20: 1317 E. 7th St. and 610 S. Club St. – A request to remove from District R-2 (Two-family Residential) and District M-2 (Heavy Industrial), and include in District C-3 (Commercial) property located at 1317 E. 7th St. and 610 S. Club St. for future auto and vehicle sales – Dennis & Joyce Dilts

Dennis Dilts, 600 Heritage Acres Drive, Joplin, MO. He is here to request rezoning due to the fact that the building he was currently in had a fire on June 5, 2020, and found out this last week that the building is totaled. He would like to expand the parking lot and move it back for more parking spaces. That is the basis of the rezoning.

Mr. Ramsour asked if there were any questions from the Commissioners?

Mr. Kimble wanted to know about the house on 610 Club and was he the owner?

Mr. Dilts stated he was the owner and it is a rental house and occupied. At the very beginning they were going to use the lot between the alley easement and try to build the building there and then use the house for later expansion.

Mr. Ramsour wanted to know what the situation of the alley between there.

Mr. Dilts stated that there is an alley easement that is between the actual building and the lot and it was vacated in 1949.

Mr. Kimble wanted to know in the future pushing the lot back further closer to 610 Club eventually having cars.

Mr. Dilts stated that they would use that eventually for a bull pen, again there is income on the rental house, so, he doesn't want to eliminate that.

Mr. Ledford wanted to know from Mr. Stanton if single family homes were allowed on C-3 properties?

Mr. Stanton stated it would be permitted to go through but the house as a use there would be non-conforming use. If there was any destruction to that house it would not be allowed to be rebuilt unless it was rezoned to an R-1 or R-2.

Mr. Ramsour asked if anyone in the audience would like to speak in favor of this case or in opposition to the case: There were not.

MR. EASTMAN MOVED, SECONDED BY MR. LEDFORD, CASE 030-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (7 IN FAVOR, 0 NAYS).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-270 - Rezone to C-3 (Commercial)

MEETING DATE:
September 8, 2020

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 030-20: 1317 E. 7th St. and 610 S. Club St. – A request to remove from District R-2 (Two-family Residential) and District M-2 (Heavy Industrial), and include in District C-3 (Commercial) property located at 1317 E. 7th St. and 610 S. Club St. for future auto and vehicle sales – Dennis & Joyce Dilts

BACKGROUND:
The current zoning of M-2 is suitable in this area along 7th St. However, considering 7th Street's transition to more commercial uses along the corridor, the change to C-3 would be consistent with the development pattern of the corridor taken holistically.

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. C-3 zoning is appropriate given its location along an arterial corridor and the mix of existing uses in the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Dennis Dilts, 600 Heritage Acres Drive, Joplin, MO. He is here to request rezoning due to the fact that the building he was currently in had a fire on June 5, 2020, and found out this last week that the building is totaled. He would like to expand the parking lot and move it back for more parking spaces.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 030-20, 7 in favor, 0 Nays.
Staff recommends approval of Case 030-20

ATTACHMENTS:
CB 2020-270, Staff Planning Report, P&Z Commission Minutes

P & Z Case 030-20
Dennis & Joyce Dilts
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and M-2 and included in District C-3 property as described below and located 1317 E 7th Street and 610 S Club Street, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

As all of lots numbered Ninety-five (95) and Ninety-six (96) in Spring Park Addition to the City of Joplin, Jasper County, Missouri, and all of the South one-half of that part of the vacated alley lying North of and adjoining said Lots 95 thru 98 in Spring Park Addition, and all of lots numbered Ninety-seven (97) and Ninety-eight (98) in the Spring Park Addition to the City of Joplin, Jasper County, Missouri, and all of the South one-half of that part of the vacated alley lying North of and adjoining said Lots 95 thru 98 in Spring Park Addition, and all of Lot Numbered One Hundred Twenty-seven (127) in Spring Park Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, and all of Lot Numbered One Hundred Twenty-six (126) in Spring Park Addition, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the North Half (N1/2) of vacated alley lying South of and adjoining said Lot, more generally described as 1317 E. 7th St. and 610 S. Club St.

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_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: August 10, 2020
City Council Meeting: September 8, 2020

STAFF PLANNING REPORT
Rezoning

CASE 030-20 A request to rezone from M-2 (Heavy Industrial) and R-2 (Two-family Residential) to C-3 (Commercial)

LOCATION 1317 E. 7th St. and 610 Club Ave.

APPLICANT Dennis and Joyce Dilts

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2 and R-2	Used Car Lot and Single-family Residential	Approx. 0.6 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	C-O and C-3	C-3 and M-2	M-2 and R-2
Land Use	Vacant	Office	Restaurant and Self-storage/truck rental	Office and Single-family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 7th St.	Arterial	90'
S. Club Ave.	Local	35'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future industrial. Most of the 7th Street corridor East of Main St. is shown to be retail commercial except for a portion near the downtown area that still maintains industrial zoning. This property is right on the transition from commercial to industrial and it would not be inconsistent to rezone this portion commercial. This is a remnant from when much of the downtown area, particularly on the east side, was the manufacturing and industrial base. That area still has many industrial uses, but not at the scale seen on the edges of town.

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

The current zoning of M-2 is suitable in this area along 7th St. However, considering 7th Street's transition to more commercial uses along the corridor, the change to C-3 would be consistent with the development pattern of the corridor taken holistically.

The current zoning of R-2 on the norther portion of the property is suitable along Club Ave. Although, other neighboring properties along the northern side of 7th St. do have commercial or industrial zoning that extend as far North as the proposed zoning change.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property. Along 7th St., most of the existing zoning is compatible with C-3, or even more intense. In addition, the existing uses along 7th St. are either compatible or more intense. North of 7th St. and along Club, nearby properties have existing zoning and usage that extend as far North as the proposed rezoning. In addition, buffering requirements from the Zoning Code will be required where the C-3 zoning district directly abut residential.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. C-3 zoning is appropriate given its location along an arterial corridor and the mix of existing uses in the area.

Staff recommends approval of Case 030-20.

ATTACHMENTS

- Application
- Map

RECEIVED
6-24-20

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.: 030-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 7-27-20
Public Hearing Date: 8-10-20

APPLICANT: Dennis & Joyce Dilts PHONE: 417-439-4995
ADDRESS: 600 Heritage Acres Drive Joplin, Mo ZIP: 64801

OWNER: Dennis & Joyce Dilts PHONE: 417-439-4995
ADDRESS: 600 Heritage Acres Drive Joplin, Mo ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 1317 E 7th (D&J Auto Sales); 610 Duke St.

Present Zoning M2 + R2 Requested Zoning: C3 Commercial Acreage: .53
Present Use of Property: Auto Resale

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning	
North	Vacant Lot - Rezone requested	Residential	R-2
South	Business (Wings & More)	Commercial	~~C3~~ C-3
East	Business (Ins. Sales)	Commercial	CO
West	Business -- Our Temporary Location	Commercial	R2 + M2

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 7th Street, Club Street
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER 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: Since we are requesting to rezone the adjacent properties, it seemed logical to rezone this property at the same time.

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
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 affect 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

SIGNATURE: _____ DATE: 6/15/2020

EMAIL: dennis@cstn.net

TITLE: owner

Case 030-20: 1317 E. 7th St. & 610 S. Club Ave. - Rezone



A request to remove from District R-2 (Two-family Residential) and District M-2 (Heavy Industrial), and include in District C-3 (Commercial) property located at 1317 E. 7th St. and 610 S. Club St. for future auto and vehicle sales – Dennis & Joyce Dilts

0 85 170 340 510 680 Feet

N

CB 2020-270

Case 030-20: 1317 E. 7th St. and 610 S. Club St. – A request to remove from District R-2 (Two-family Residential) and District M-2 (Heavy Industrial), and include in District C-3 (Commercial) property located at 1317 E. 7th St. and 610 S. Club St. for future auto and vehicle sales – Dennis & Joyce Dilts

Dennis Dilts, 600 Heritage Acres Drive, Joplin, MO. He is here to request rezoning due to the fact that the building he was currently in had a fire on June 5, 2020, and found out this last week that the building is totaled. He would like to expand the parking lot and move it back for more parking spaces. That is the basis of the rezoning.

Mr. Ramsour asked if there were any questions from the Commissioners?

Mr. Kimble wanted to know about the house on 610 Club and was he the owner?

Mr. Dilts stated he was the owner and it is a rental house and occupied. At the very beginning they were going to use the lot between the alley easement and try to build the building there and then use the house for later expansion.

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Mr. Stanton stated it would be permitted to go through but the house as a use there would be non-conforming use. If there was any destruction to that house it would not be allowed to be rebuilt unless it was rezoned to an R-1 or R-2.

Mr. Ramsour asked if anyone in the audience would like to speak in favor of this case or in opposition to the case: There were not.

MR. EASTMAN MOVED, SECONDED BY MR. LEDFORD, CASE 030-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (7 IN FAVOR, 0 NAYS).

CB 2020-271

Case 031-20: 1902 New Jersey Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future car wash and laundromat facilities on property located at 1902 New Jersey Ave. – Wade Real Estate Holdings

Mr. Eastman advised Mr. Ramsour he needed to recuse himself from this case.

Steven Wade, Wade Real Estate Holdings, 822 Oakmont Dr., Joplin, MO. Wade Real Estate Holdings was in the process of purchasing the property. The family that is selling that property is wanting to sell the whole property. The plan is to put in a laundromat which will be facing 20th Street and then two bays of an automatic car wash and behind that will be 8 bays of self service. There will be a couple of entrances off New Jersey to go to the carwash section and then an entrance off 20th Street to the laundromat.

Mr. Kimble wanted to know how far back will the carwash go toward the backyard of the homes on 18th Street?

Mr. Wade stated from the back property will be approximately 70 to 80 foot from the carwash to the back-property line and then there is a buffer zone to the north.

Mr. Ramsour asked Mr. Stanton about the requirements for fencing or landscaping?

Mr. Stanton stated that they would have two options under the buffer requirement in the code between a C-3 and an R-1 uses. Both will be 20 feet wide; one is all-natural landscaping and the other one would be a berm and fence combination.

Mr. Kimble wanted to know from Mr. Wade if he had in mind what buffer he would use on the north end of the property.

Mr. Wade stated that in the engineering plans a 20-foot buffer. The way the property is there is a natural drainage and will use that 20-foot buffer all along that end.

Mr. Ramsour asked if there were any other questions or comments for Mr. Wade? There were not.

Mr. Ramsour asked if there is anyone else to speak in favor of this case? There were not. Mr. Ramsour asked if there is anyone who would like to speak in opposition of this case?

David Bird, 1930 E 18th Street, Joplin, MO. His concern is the berm. There will be trash, lights, and noise, and trees in a berm isn't going to work. The fence around the Library, doesn't work. There are lights and trash, trash from Casey's across the street. The drainage at the corner of 19th and New Jersey backs up which flood his yard and the neighbor's yard to the west. Hard rain, it floods. The primary concern is the berm and trees, he wants a solid wall at least 6 to 8-foot-tall in an L shape. The trash and vacuums are going to be right there in that corner, flooding will be a big issue.

Mr. Ramsour asked if there was anyone else in opposition of this case? There were not.

MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. LEDFORD, CASE 031-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (6IN FAVOR, 0 NAYS, 1 RECUSE).

Z&P Meeting: August 10, 2020
City Council Meeting: September 8, 2020

STAFF PLANNING REPORT
Rezoning

CASE 031-20 A request to rezone from R-1 (Single-family Residential) to C-3-PD (Commercial)

LOCATION 1902 S. New Jersey Ave.

APPLICANT Wade Real Estate Holdings, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 1.25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3-PD	C-3-PD	C-3-PD
Land Use	Single-family Residential	Vacant	Vacant	Library

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial from 20th St. north to 19th St. and future low-density residential for the remaining northern portion.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 20th St.	Arterial	75'
S. New Jersey Ave.	Local	50'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show a majority of this property to be future retail commercial. The site plan is also compatible with the 20th St. Corridor as defined in the Comprehensive Plan.

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

The current zoning of R-1 is suitable in this area along New Jersey Ave. However, considering the proximity of the property's location to 20th St., the portions closest to the intersection of New Jersey Ave. and 20th St. may be less suitable. Many of the lots around this property are also zoned C-3-PD save for the three directly north of the subject property. The R-1 zoning is less suitable considering the potential for residential uses to become surrounded by commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3-PD will not be detrimental to the nearby property. The majority of lots that surround this property are zoned C-3-PD and will not be affected by the change. The R-1 districts to the North will be required to be buffered by any use going into the C-3-PD district through the use of materials and strategies approved under the Zoning Code.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. C-3 zoning is appropriate given its location along an arterial corridor and the mix of existing uses in the area.

Staff recommends approval of Case 031-20.

ATTACHMENTS

- Application
- Map

RECEIVED
7-13-20

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 031-20
Filing Fee: 550.00
Date Advertised:
Date Notices Sent 7-27-20
Public Hearing Date: 8-10-20

APPLICANT: Wade RealEstate Holdings, LLC PHONE: 620-783-1355
ADDRESS: 1909 E. 12th ST Galena, KS ZIP: 66739
OWNER: ~~SAME~~ TROY WADE PHONE: 620-783-1355
ADDRESS: 1909 E. 12th ST Galena KS ZIP: 66739
LOCATION OF PROPERTY: 1919 E. 20th Joplin MO. 64804
LEGAL DESCRIPTION: SEE ATTACHED MAP

Present Zoning R-1 Requested Zoning: CP-3 Acreage: 1.6
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	~~R-1~~	R-1
South	~~CP-3~~	CP-3
East		C3-PD
West		C3-PD

CHARACTER OF THE NEIGHBORHOOD:

RELATIONSHIP TO EXISTING ZONING PATTERN:
1. Would proposed change create a small, isolated district unrelated to surrounding districts?
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: NOT ZONED commercial

CONFORMANCE WITH COMPREHENSIVE PLAN:
1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

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 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.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____
   _____
   _____

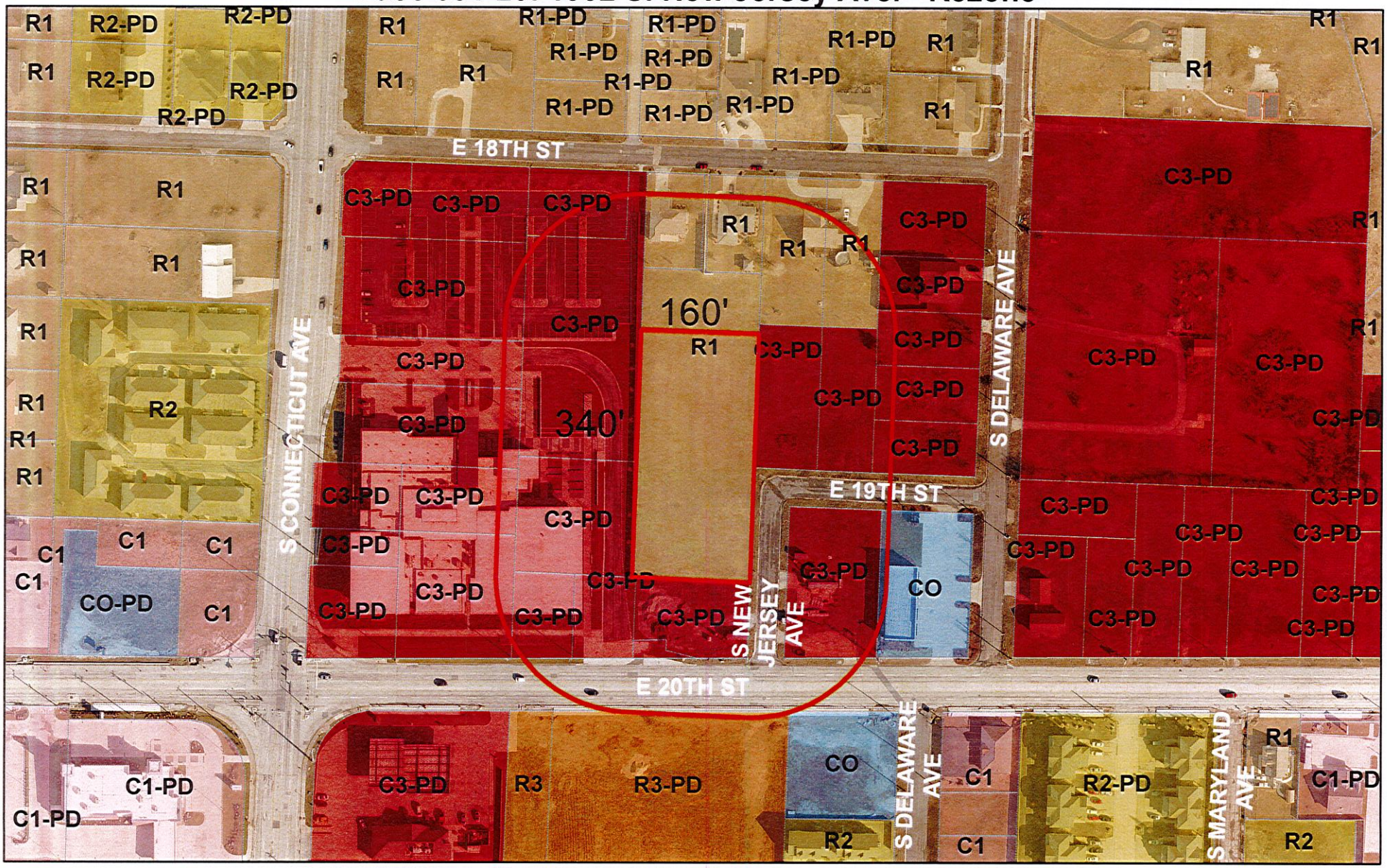
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

_____
_____
_____

SIGNATURE: Curtis O Wade DATE: 6/29/20
BY: CURTIS O Wade
TITLE: partner

(Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.)

Case 031-20: 1902 S. New Jersey Ave. - Rezone



A request to remove from District R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future car wash and laundromat facilities on property located at 1902 New Jersey Ave. – Wade Real Estate Holdings

0 95 190 380 570 760 Feet

N

CB 2020-271

Case 031-20: 1902 New Jersey Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future car wash and laundromat facilities on property located at 1902 New Jersey Ave. – Wade Real Estate Holdings

Mr. Eastman advised Mr. Ramsour he needed to recuse himself from this case.

Steven Wade, Wade Real Estate Holdings, 822 Oakmont Dr., Joplin, MO. Wade Real Estate Holdings was in the process of purchasing the property. The family that is selling that property is wanting to sell the whole property. The plan is to put in a laundromat which will be facing 20th Street and then two bays of an automatic car wash and behind that will be 8 bays of self service. There will be a couple of entrances off New Jersey to go to the carwash section and then an entrance off 20th Street to the laundromat.

Mr. Kimble wanted to know how far back will the carwash go toward the backyard of the homes on 18th Street?

Mr. Wade stated from the back property will be approximately 70 to 80 foot from the carwash to the back-property line and then there is a buffer zone to the north.

Mr. Ramsour asked Mr. Stanton about the requirements for fencing or landscaping?

Mr. Stanton stated that they would have two options under the buffer requirement in the code between a C-3 and an R-1 uses. Both will be 20 feet wide; one is all-natural landscaping and the other one would be a berm and fence combination.

Mr. Kimble wanted to know from Mr. Wade if he had in mind what buffer he would use on the north end of the property.

Mr. Wade stated that in the engineering plans a 20-foot buffer. The way the property is there is a natural drainage and will use that 20-foot buffer all along that end.

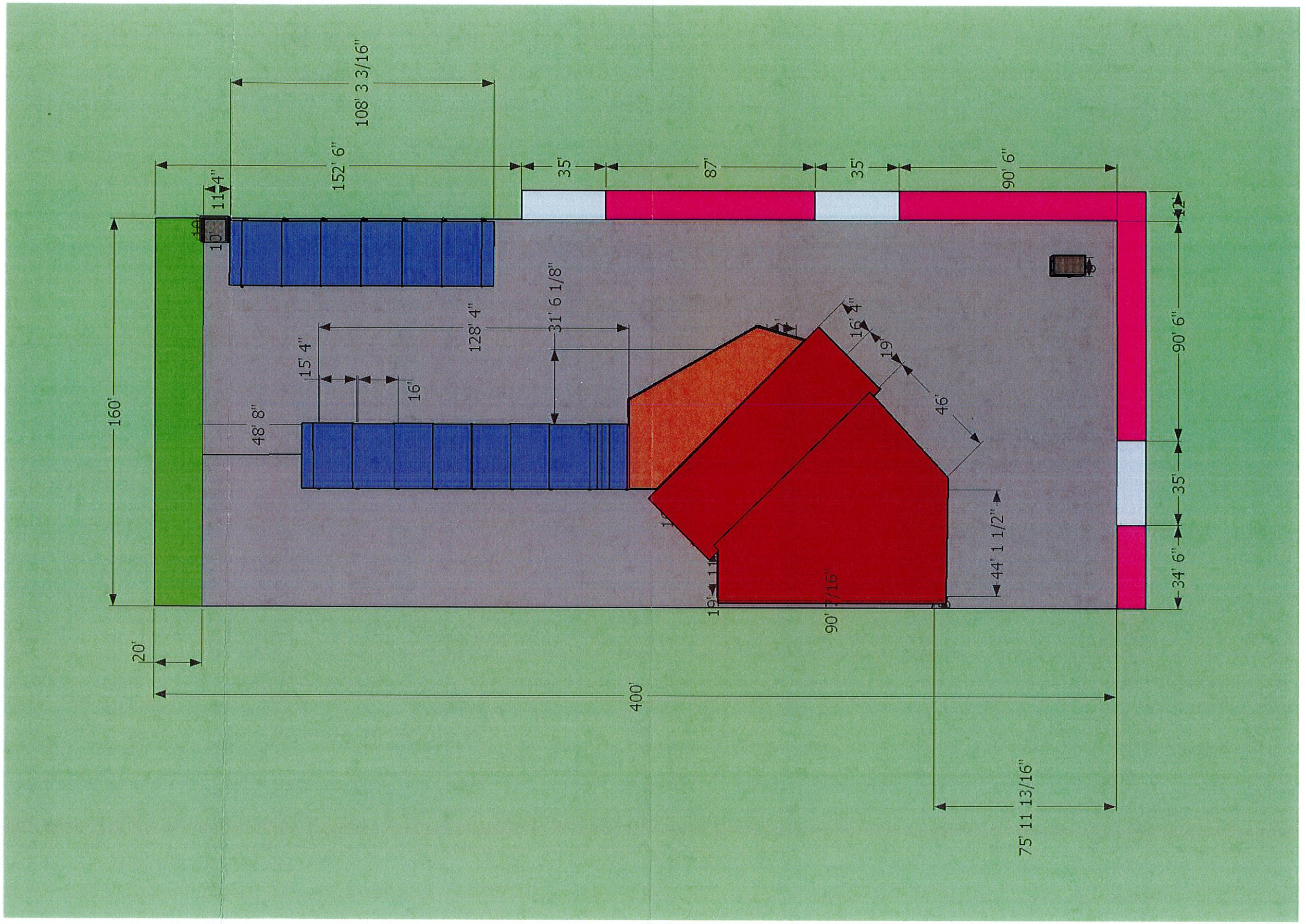
Mr. Ramsour asked if there were any other questions or comments for Mr. Wade? There were not.

Mr. Ramsour asked if there is anyone else to speak in favor of this case? There were not. Mr. Ramsour asked if there is anyone who would like to speak in opposition of this case?

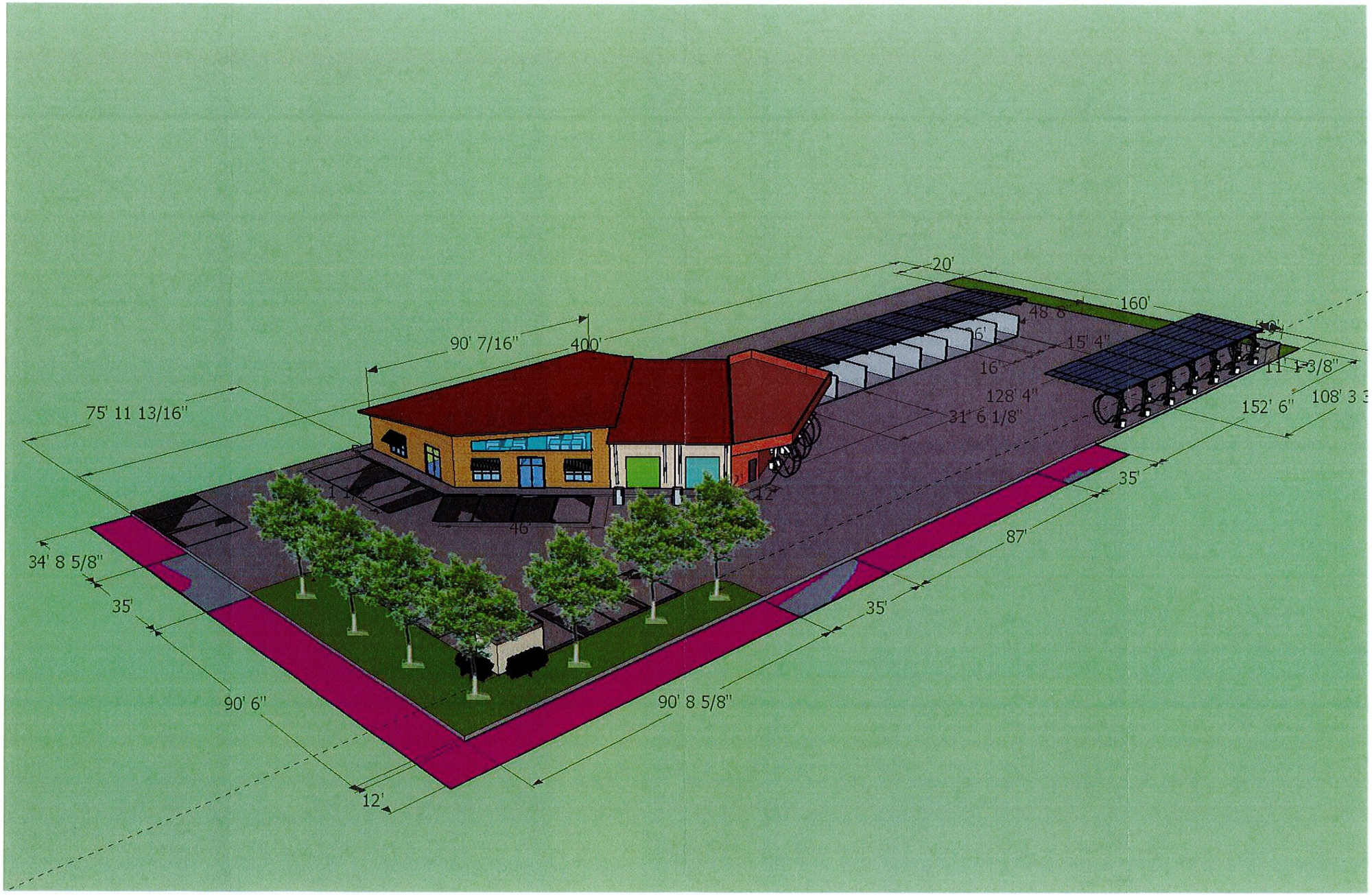
David Bird, 1930 E 18th Street, Joplin, MO. His concern is the berm. There will be trash, lights, and noise, and trees in a berm isn't going to work. The fence around the Library, doesn't work. There are lights and trash, trash from Casey's across the street. The drainage at the corner of 19th and New Jersey backs up which flood his yard and the neighbor's yard to the west. Hard rain, it floods. The primary concern is the berm and trees, he wants a solid wall at least 6 to 8-foot-tall in an L shape. The trash and vacuums are going to be right there in that corner, flooding will be a big issue.

Mr. Ramsour asked if there was anyone else in opposition of this case? There were not.

MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. LEDFORD, CASE 031-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (6IN FAVOR, 0 NAYS, 1 RECUSE).


160'
20'
400'
48' 8"
15' 4"
16'
128' 4"
31' 6 1/8"
152' 6"
108' 3 3/16"
11' 4"
10'
35'
87'
35'
90' 6"
16' 4"
19'
46'
44' 1 1/2"
90' 6"
35'
34' 6"
90' 7/16"
75' 11 13/16"

Case 031-20


20'
160'
48' 8"
15' 4"
16'
128' 4"
31' 6 1/8"
152' 6"
108' 3 3
11' 1-3/8"
90' 7/16"
400'
75' 11 13/16"
46'
35'
87'
35'
34' 8 5/8"
35'
90' 6"
90' 8 5/8"
12'

Case 031-20

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-271 - Rezone to C-3-PD (Planned Development Commercial)

MEETING DATE:
September 8, 2020

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 031-20: 1902 New Jersey Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future car wash and laundromat facilities on property located at 1902 New Jersey Ave. – Wade Real Estate Holdings

BACKGROUND:
The change in zoning to C-3-PD will not be detrimental to the nearby property. The majority of lots that surround this property are zoned C-3-PD and will not be affected by the change. The R-1 districts to the North will be required to be buffered by any use going into the C-3-PD district through the use of materials and strategies approved under the Zoning Code.

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. C-3 zoning is appropriate given its location along an arterial corridor and the mix of existing uses in the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Steven Wade, Wade Real Estate Holdings, 822 Oakmont Dr., Joplin, MO. Wade Real Estate Holdings was in the process of purchasing the property. The family that is selling that property is wanting to sell the whole property. The plan is to put in a laundromat which will be facing 20th Street and then two bays of an automatic car wash and behind that will be 8 bays of self service. There will be a couple of entrances off New Jersey to go to the carwash section and then an entrance off 20th Street to the laundromat.

Mr. Ramsour asked Mr. Stanton about the requirements for fencing or landscaping?

Mr. Stanton stated that they would have two options under the buffer requirement in the code between a C-3 and an R-1 uses. Both will be 20 feet wide; one is all-natural landscaping and the other one would be a berm and fence combination.

Mr. Kimble wanted to know from Mr. Wade if he had in mind what buffer he would use on the north end of the property.

Mr. Wade stated that in the engineering plans a 20-foot buffer. The way the property is there is a natural drainage and will use that 20-foot buffer all along that end.

PUBLIC COMMENT:
David Bird, 1930 E 18th Street, Joplin, MO. His concern is the berm. There will be trash, lights, and noise, and trees in a berm isn't going to work. The fence around the Library, doesn't work. There are lights and trash, trash from Casey's across the street. The drainage at the corner of 19th and New Jersey backs up which flood his yard and the neighbor's yard to the west. Hard rain, it floods. The primary concern is the berm and trees, he wants a solid wall at least 6 to 8-foot-tall in an L shape. The trash and vacuums are going to be right there in that corner, flooding will be a big issue.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 031-20, 6 in favor, 0 Nays, 1 Recusal.
Staff recommends approval of Case 031-20

ATTACHMENTS
CB 2020-271, Staff Planning Report, P&Z Commission Minutes

P & Z Case 031-20
Wade Real Estate Holdings
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-271 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3-PD property as described below and located 1902 New Jersey Avenue, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and included in District C-3-PD:

> As all of lot 52 in Banker's 3rd Addition except the North 215 feet thereof and all of the East one-half of lot 53 in Banker's 3rd Addition to the City of Joplin, Jasper County, Missouri, except any part taken or deeded for road right-of-way, easements, or reservations of records.

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_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RS 2020-012 – August 10, 2020 Meeting

Case 032-20: 1408 & 1414 Euclid Ave. – A request for a Special Use Permit (Initial request) for the operation of a group residential living facility – Stephanie Meeks, Hampshire Terrace III, Inc. DBA LovinGrace

Mr. Ramsour recused himself from this case.

Ms. Bruckner-Sears became Acting Chairman.

Stephanie Meek, 115 Sergeant, Joplin MO. We are asking to utilize some of the property of Hampshire Terrace to open a second facility. The residence that is currently there is for the purpose of working with young women that have aged out of foster care, homeless women, or whose family might be experiencing crisis. This is for ages 17 to 24. As of this weekend they have welcomed their 99th girl. The second facility that they would like to open is to work with the homeless, or young women in crises that are pregnant or parenting a young child under the age of 1. That building would have an additional 8 rooms and house the offices.

Ms. Bruckner-Sears asked Commissioners if they had any questions.

Mr. Kimble where would you put the new building?

Ms. Meek stated that it will be on the other side of the driveway.

Mr. Ledford stated he saw the plans and wanted to know if they were making them put a water retention in?

Ms. Meek stated they were. It is over in between the next property to the south.

Ms. Steele wanted to know how these young women come to you?

Ms. Meek stated that they have referrals all over the city. Both hospitals, Ozark Center, McDonald County Administrators Office, Newton County Administration Office, Social Services Case Workers, and Case Managers from the Foster Care System. Referrals from the Career Center, homeless shelters in the area, local ministers have referred, and the School Districts. Some of the girls come on their own but go through interview process and see if they are appropriate to the program.

Mr. Kimble wanted to know with some of the young ladies that come into the facility is there any problems with them running away or causing any trouble there. Some of them come with a background with problems.

Ms. Meek stated that they have had young women that come in and have mental health issues, we try to minimize that as much as possible.

Ms. Bruckner-Sears asked Commissioners if they had any more questions

Mr. Stanton asked Ms. Meek to stay at the front. He apologized that he misunderstood our procedures nd we need to advertise this case as a public hearing instead of just new business. Staff would like to change the recommendation to tabling this case until we advertise. We will get set up a new date for approval or denial of this case.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH, CASE 032-20 BE TABLED. MOTION CARRIED, WITH MRS. STEELE, MS. BRUCKNER-SEARS, MR EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MR. LEDFORD VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 RECUSE).

RS 2020-012 – Special Meeting, August 27, 2020

Mr. Ramsour recused himself from this case.

Mr. Ledford, Vice Chairman, proceeded with this case.

Case 032-20: 1408 & 1414 Euclid Ave. – A request for a Special Use Permit (Initial request) for the operation of a group residential living facility – Stephanie Meek, Hampshire Terrace III, Inc. DBA LovinGrace.

Stephanie Meek, 115 Sergeant, Joplin MO. We are asking to utilize some of the property of Hampshire Terrace to open a second facility. The residence that is currently there is for the purpose of working with young women that have aged out of foster care, homeless women, or whose family might be experiencing crisis, women that are pregnant or parenting a young child under the age of 1.

Mr. Ledford asked if the Commissioners had any questions for Ms. Meek. They did not. Mr. Ledford asked if there was anyone to speak in favor of this case; there were not. Mr. Ledford asked if there was anyone to speak against this case; again, there were not.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH, CASE 032-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, AND MR. LEDFORD VOTING "AYE". (4 IN FAVOR, 0 NAYS, 1 RECUSE, 2 ABSENT).

Z&P Meeting: August 10, 2020
City Council Meeting: September 8, 2020

STAFF PLANNING REPORT
Special Use Permit

CASE 032-20 A request for a permanent Special Use Permit (Initial Application) for the operation of a group residential living facility.

LOCATION 1408 & 1414 Euclid Ave.

APPLICANT Stephanie Meeks

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Group Residential	Approximately 0.58 Acres

SITE CONTEXT

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Euclid Ave.	Local	40'

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

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

The applicant is requesting a permanent Special Use Permit for the operation of a Group Residential Living Facility as part of their LovinGrace facility. The typical hours of operation are from 24 hours a day. The facility provides approximately 10 off-street parking spaces and employs 13 assistants or employees. The design of the facility is such that it is compatible with the residential character of the neighborhood. This use generally generates little traffic throughout the day.

CONDITIONS

1. This Special Use Permit is issued to LovinGrace for the operation of Group Residential Living Facility at .
2. The permit shall be valid permanently upon approval.
3. The hours of operation shall be limited to between 24 hours a day, Monday through Sunday.
4. Off street parking for at least ten (10) vehicles shall be provided.
5. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

SPECIAL USE PERMIT APPLICATION

Return Form to:
Office of the Planning/Community Development Manager
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.: 032-20
Filing Fee: ~~$500.00~~ 550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Hampshire Terrace III, Inc.DBA LovinGrace PHONE: 417-540-8640

ADDRESS: 1414 Euclid Avenue EMAIL: director@lovin-grace.org

OWNER: Hampshire Terrace III, Inc. DBA LovinGrace PHONE: 417-540-8640

ADDRESS: 1414 Euclid Avenue EMAIL: director@lovin-grace.org

LOCATION/ADDRESS OF PROPERTY: 1408 & 1414 Euclid Avenue, Joplin, MO 64801

LEGAL DESCRIPTION: See attached.

PRESENT ZONING CLASSIFICATION: R1 ACREAGE:

PRESENT USE OF PROPERTY: Group Home Limited

PROPOSED LAND USE ACTIVITY: Group Home General

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Church	R1
South	Residential	R1
East	Residential	R1
West	Residential	R1

	Yes	No

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

1. Is deemed necessary for the public convenience at that location.		X
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	X	
3. Is found to be generally compatible with the neighborhood in which it is proposed.	X	
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	X	
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	X	
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	X	

Should this special use be valid only for a specific time period? Yes X No _____

If Yes, what length of time? Two Years

SIGNATURE: Stephanie Meek DATE: 7/1/2020

BY: Stephanie Meek TITLE: Executive Director

ATTACHMENTS REQUIRED:

1. One copy of a legal description of the property on which the use is to be located (deed or certified survey).
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.

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

1. Hours of Operation: 24 Hours/Day
2. Days of Operation: Daily
3. Number of Off-street Parking Spaces: 10

4. Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): There is currently one sign located in the front of the home.
5. Number of Assistants or employees: 13
6. Nature of the Business: Nonprofit Transitional Living for Young Women (aged 17-24)
7. Location of the Business: 1408 & 1414 Euclid Avenue, Joplin, MO 64801

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

Hampshire Terrace III, Inc. DBA LovinGrace
Rezoning/Special Use Permit Application Statement
June 17, 2020

Reasoning for the Rezoning

Hampshire Terrace III, Inc. DBA LovinGrace is asking for a zoning change in order to expand both the reach and offerings of our program. We currently serve up to eight young women at a time, aged 17-24, in our community by offering case management services, housing, an evening meal, and 24/7 supervision in order to alleviate the cycle of poverty inherent to the situations these young women come from.

LovinGrace has been open since February 2014 and has served 95 young women since opening our doors. We have worked with young women aging out of foster care, who are homeless, whose families are experiencing crisis, or who need a supportive environment in order to learn the skills necessary to navigate the educational, career, or adult world.

Since opening, we have had consistent requests for housing the same age range young woman who is pregnant or who might be parenting a child. We are asking for the zoning change in order to build another home so that we might house an additional eight young women in this situation.

The Impact of the Proposed Change

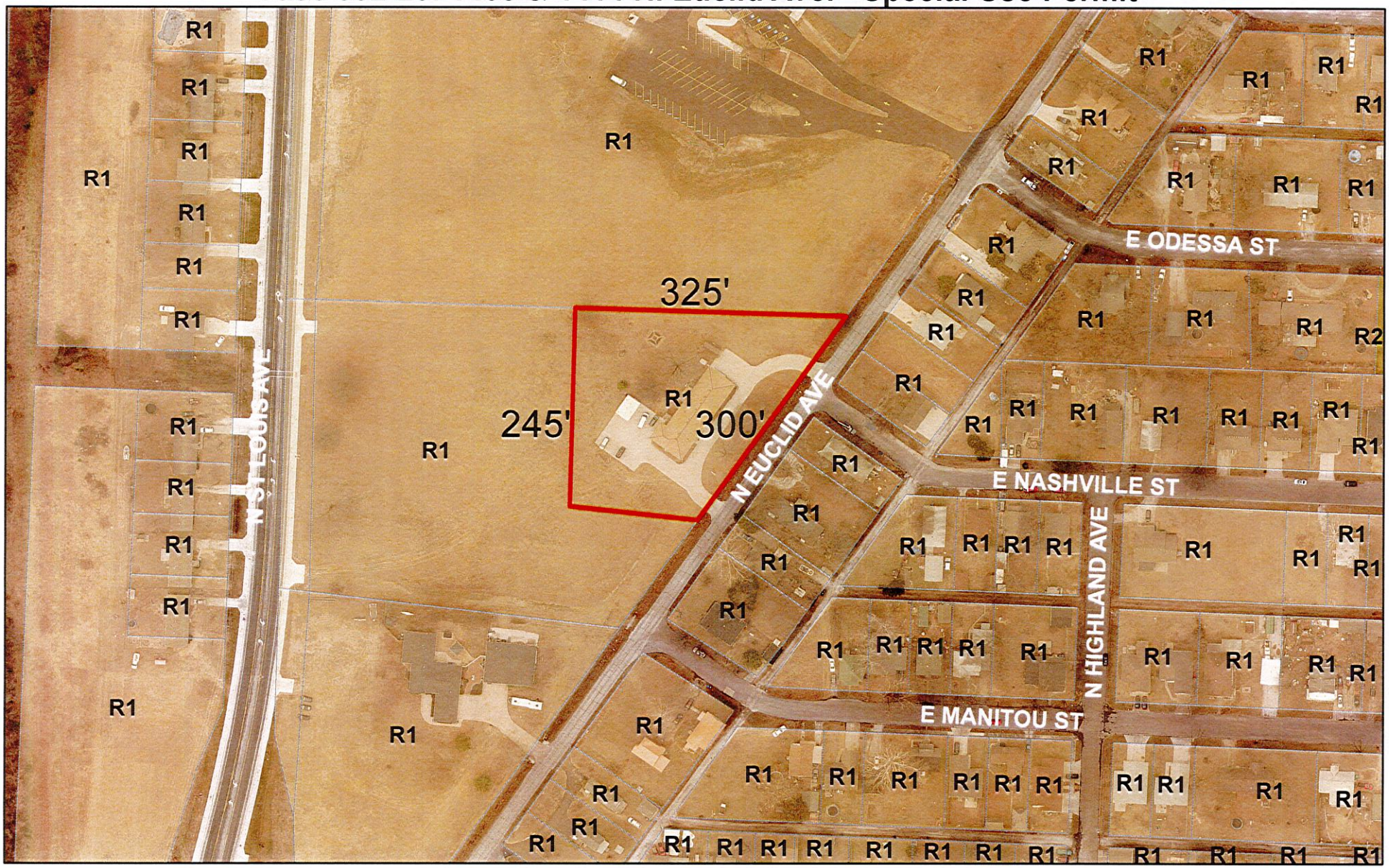
- any traffic conditions that may result
    - The traffic impact would be minor. We currently have Board members, volunteers, employees, and a small percentage of residents entering the premises from nearby roadways.
- any danger from fire hazards
    - LovinGrace has a facility wide sprinkler and alarm system in its current home. The new home will also have those systems. The buildings meet all fire codes.
- how the proposed change may affect the character of the surrounding properties
    - LovinGrace is located in a remodeled home that has been in the neighborhood since the late 1960's or early 1970's. The new home has been designed to have a cottage feel and will blend into the current character of the surrounding homes.
- how the proposed change will benefit the City of Joplin
    - LovinGrace provides transitional housing and case management services for the young women in our community who are aging out of foster care, are homeless, who might need additional time to develop life skills, or whose families are experiencing crisis. We work to change the potential for a lifelong cycle of poverty by focusing on education, employment, and spiritual growth opportunities. We focus our life skills training on communication skills, health promotion, conflict and anger management, goal setting, budgeting, life planning, nutrition, personal hygiene, and interviewing/job search skills.
    - The new home will increase our ability to effect change within our community by providing a transitional home for pregnant and parenting young women. We plan to add child development, parenting, and childhood nutritional education requirements to our already established programming curriculum. Our ultimate

goal is to provide safety while addressing the needs of an underserved populace.

Statistics which indicate the extent of the problem we address through our interventions at LovinGrace (our why):

- Based on the Voices of Youth Count statistics on youth homelessness in America:
  - 1 in 10 young adults ages 18-25 endures some form of homelessness in a year.
  - The subpopulation of unmarried parenting youth had a 200% higher risk of homelessness.
  - 5.9% of the overall homeless population in the state are unaccompanied children and youth (2014).
  - Based on our population, Joplin could have 283 young women, aged 18-24 experiencing homelessness each year.
- Children of teen mothers are at significantly increased risk for a number of economic, social, and health problems.
  - The children are more likely to be born prematurely and at a low birth weight.
  - They are 50% more likely to repeat a grade, less likely to complete high school, and have lower performance on standardized tests than those born to older parents.
  - The children of teen parents are more likely to live in poverty and suffer higher rates of abuse and neglect than would occur if their mothers delayed childbearing.
  - The sons of teen mothers are 13% more likely to end up in prison.
  - The daughters of teen parents are 22% more likely to become teen mothers themselves.
- Teen mothers are more likely to end up on public assistance.
  - 41% of mothers who have a child before the age of 18 ever complete high school.
  - Nationally, teen childbearing costs taxpayers at least $7 billion each year in direct costs associated with health care, foster care, criminal justice, public assistance, and lost tax revenue.

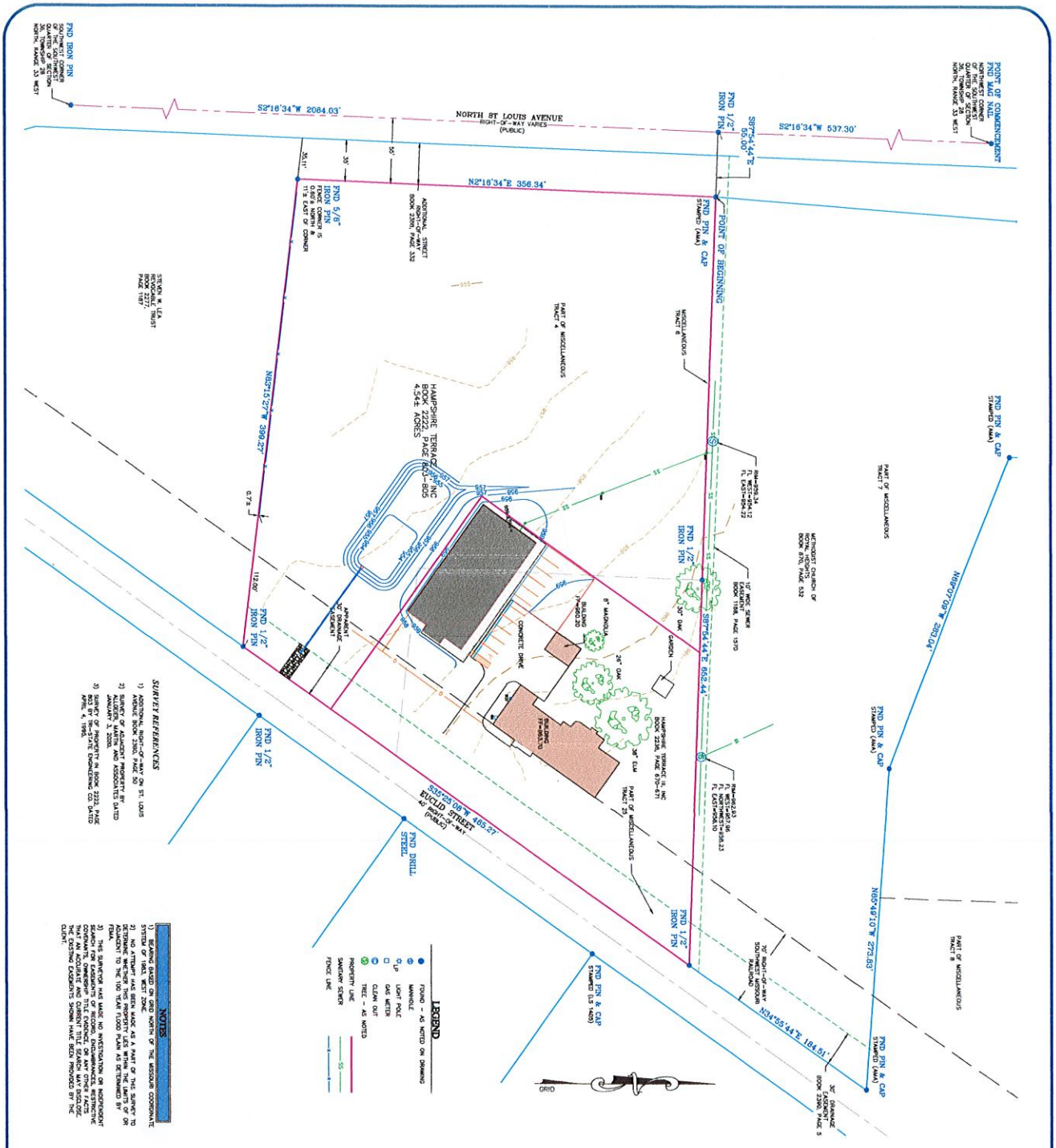
Case 032-20: 1408 & 1414 N. Euclid Ave. - Special Use Permit



A request for a Special Use Permit (Initial request) for the operation of a group residential living facility – Stephanie Meeks, Hampshire Terrace III, Inc. DBA LovinGrace

0 85 170 340 510 680 Feet

N



SURVEY REFERENCES

1) ADDITIONAL RIGHT-OF-WAY ON ST. LOUIS AVENUE BOOK 2300, PAGE 50
2) SURVEY OF ADJACENT PROPERTY BY ALLGEIER, MARTIN AND ASSOCIATES DATED APRIL 4, 1995.
3) SURVEY OF PROPERTY IN BOOK 2222, PAGE 803 BY TRI-STATE ENGINEERING CO. DATED APRIL 4, 1995.

NOTES

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE
2) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER THIS PROPERTY LIES WITHIN THE LIMITS OF OR ADJACENT TO THE 100 YEAR FLOOD PLAIN AS DETERMINED BY FEMA.
3) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE EXISTING EASEMENTS SHOWN HAVE BEEN PROVIDED BY THE CLIENT.

LEGEND

FOUND - AS NOTED ON DRAWING
MANHOLE
LP LIGHT POLE
GAS METER
CLEAN OUT
TREE - AS NOTED
PROPERTY LINE
FENCE LINE
SANITARY SEWER

DESCRIPTION

ALL OF MISCELLANEOUS TRACT NUMBER SIX (6) AND PART OF MISCELLANEOUS TRACTS FOUR (4) AND TWENTY-FIVE (25) IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT A FOUND MAG NAIL AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE, SOUTH 02°16'34" WEST ALONG THE WEST LINE THEREOF, 537.30 FEET TO A FOUND 1/2" REBAR CAP STAMPED (illegible) ON THE EAST RIGHT-OF-WAY OF ST. LOUIS AVENUE, BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 02°16'34" WEST ALONG SAID WEST LINE AND SAID EAST RIGHT-OF-WAY, 1984.03 FEET TO A FOUND HALF INCH (1/2") IRON PIN; THENCE LEAVING SAID WEST LINE AND SAID EAST RIGHT-OF-WAY, SOUTH 87°54'44" EAST, 55.00 FEET TO A FOUND 5/8" IRON PIN; THENCE NORTH 02°16'34" EAST, 356.34 FEET TO A FOUND HALF INCH (1/2") IRON PIN; THENCE SOUTH 87°54'44" EAST, 642.44 FEET TO A FOUND HALF INCH (1/2") IRON PIN ON THE WEST RIGHT-OF-WAY OF EUCLID AVENUE; THENCE SOUTH 35°45'08" WEST ALONG SAID WEST RIGHT-OF-WAY, 485.27 FEET TO A FOUND HALF INCH (1/2") IRON PIN; THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 83°13'27" WEST ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2222, PAGE 803-805 OF THE RECORDS OF JASPER COUNTY, MISSOURI, 399.27 FEET TO A FOUND FIVE-EIGHTH INCH (5/8") IRON PIN ON THE WEST RIGHT-OF-WAY OF NORTH ST. LOUIS AVENUE; THENCE NORTH 02°16'34" EAST ALONG SAID WEST RIGHT-OF-WAY, 356.34 FEET TO A FOUND FIVE-EIGHTH INCH (5/8") IRON PIN ON THE NORTH LINE OF MISCELLANEOUS TRACT NUMBER FOUR (4) AND MISCELLANEOUS TRACT NUMBER SIX (6) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT A FOUND MAG NAIL AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36; THENCE, SOUTH 02°16'34" WEST ALONG THE WEST LINE THEREOF, 537.30 FEET TO A FOUND 1/2" REBAR CAP STAMPED (illegible) ON THE EAST RIGHT-OF-WAY OF ST. LOUIS AVENUE, BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 02°16'34" WEST ALONG SAID WEST LINE AND SAID EAST RIGHT-OF-WAY, 1984.03 FEET TO A FOUND HALF INCH (1/2") IRON PIN; THENCE LEAVING SAID WEST LINE AND SAID EAST RIGHT-OF-WAY, SOUTH 87°54'44" EAST, 55.00 FEET TO A FOUND 5/8" IRON PIN; THENCE NORTH 02°16'34" EAST, 356.34 FEET TO A FOUND HALF INCH (1/2") IRON PIN; THENCE SOUTH 87°54'44" EAST, 642.44 FEET TO A FOUND HALF INCH (1/2") IRON PIN ON THE WEST RIGHT-OF-WAY OF EUCLID AVENUE; THENCE SOUTH 35°45'08" WEST ALONG SAID WEST RIGHT-OF-WAY, 485.27 FEET TO A FOUND HALF INCH (1/2") IRON PIN; THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 83°13'27" WEST ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2222, PAGE 803-805 OF THE RECORDS OF JASPER COUNTY, MISSOURI, 399.27 FEET TO A FOUND FIVE-EIGHTH INCH (5/8") IRON PIN ON THE WEST RIGHT-OF-WAY OF NORTH ST. LOUIS AVENUE; THENCE NORTH 02°16'34" EAST ALONG SAID WEST RIGHT-OF-WAY, 356.34 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89°48'42" EAST 327.44 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 89°48'42" EAST 327.44 FEET TO THE WEST RIGHT-OF-WAY OF SOUTHERN MISSOURI RAILROAD; THENCE SOUTH 34°55'44" EAST ALONG SAID WEST RIGHT-OF-WAY 242.81 FEET MORE OR LESS TO THE POINT OF BEGINNING.

DEED DESCRIPTION

BOOK 2228, PAGE 670-671

ALL THAT PART OF MISCELLANEOUS TRACTS NUMBERED SIX (6), MISCELLANEOUS TRACTS NUMBERED TWENTY-FIVE (25) AND MISCELLANEOUS TRACTS NUMBERED FOUR (4) IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT OF SAID SECTION 36, THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 537.30 FEET, THENCE NORTH 89°48'42" EAST 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF ST. LOUIS AVENUE AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89°48'42" EAST 327.44 FEET TO THE WEST RIGHT-OF-WAY OF SOUTHERN MISSOURI RAILROAD; THENCE SOUTH 34°55'44" EAST ALONG SAID WEST RIGHT-OF-WAY 242.81 FEET MORE OR LESS TO THE POINT OF BEGINNING; THENCE NORTH 67°07'07" WEST 160.33 FEET; THENCE NORTH 07°07'07" WEST 242.81 FEET MORE OR LESS TO THE POINT OF BEGINNING.

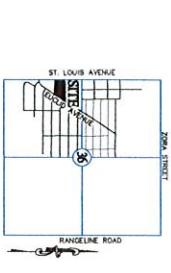
DEED DESCRIPTION

BOOK 2222, PAGE 803-805

ALL OF MISCELLANEOUS TRACT SIX (6) AND THAT PART OF MISCELLANEOUS TRACTS FOUR (4) AND TWENTY-FIVE (25) IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 36, TOWNSHIP 28, RANGE 33 IN JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 36; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 537.30 FEET; THENCE NORTH 89°48'42" EAST 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF ST. LOUIS AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°48'42" EAST 327.44 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF EUCLID AVENUE; THENCE SOUTH 35°45'08" WEST 434.48 FEET TO A POINT ON THE NORTH LINE OF MISCELLANEOUS TRACT NUMBER SIX (6) AND MISCELLANEOUS TRACT NUMBER TWENTY-FIVE (25); THENCE NORTH 83°13'27" WEST 399.27 FEET TO THE EAST RIGHT-OF-WAY OF ST. LOUIS AVENUE; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY 353.48 FEET TO THE POINT OF BEGINNING; EXCEPT ALL THAT PART OF MISCELLANEOUS TRACT NUMBER SIX (6) AND MISCELLANEOUS TRACT NUMBER FOUR (4) IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 36; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 537.30 FEET; THENCE NORTH 89°48'42" EAST 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF ST. LOUIS AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°48'42" EAST 327.44 FEET TO THE WEST RIGHT-OF-WAY OF SOUTHERN MISSOURI RAILROAD; THENCE SOUTH 34°55'44" EAST ALONG SAID WEST RIGHT-OF-WAY 305.19 FEET; THENCE NORTH 67°07'07" WEST 242.81 FEET TO THE POINT OF BEGINNING.

LOCATION SKETCH

SECTION 36
T 28 N, R 33 W
SCALE 1"=2000'



GRAPHIC SCALE



ACCURACY STANDARD URBAN

SURVEYORS DECLARATION

"I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN HEREON AND DESCRIBED HEREIN, WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS."

DATE OF LAST REVISION DATE FEBRUARY 24, 2020

BY: ANDERSON ENGINEERING, INC. LIC. #2

GREGORY D. SOMERS, P.L.S. 2092

2-24-20
DATE

DRAWING NO.	LOVIN GRACE HAMPSHIRE TERRACE III, INC.	REVISIONS			DRAWING INFO.	
JOP-100-5513	BOUNDARY AND TOPOGRAPHIC SURVEY	NO.	DESCRIPTION	BY / DATE	FIELD BY:	
SHEET NUMBER 1 OF 1	1414 EUCLID AVENUE JOPLIN, JASPER COUNTY, MISSOURI				DRAWN BY:	RWW
					CHECK BY:	GBB
					DATE:	02/24/20
					FIELD BOOK:	
					JOB NUMBER:	20J010016

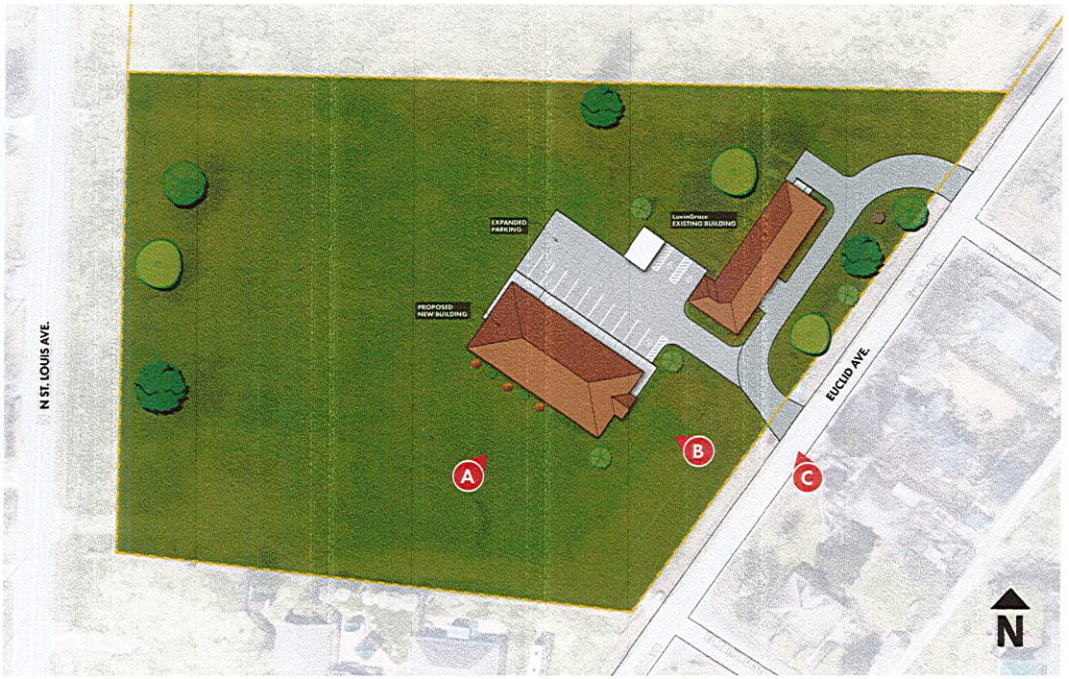
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CGA architects

LovinGrace Expansion

Elevations & Site Plan

Joplin, MO | *August 2020*

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2020-012 - Permanent Special Use Permit (Initial Application) for the operation of a group residential living facility.

MEETING DATE:
September 8, 2020

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 032-20: 1408 & 1414 Euclid Ave. – A request for a Special Use Permit (Initial request) for the operation of a group residential living facility – Stephanie Meeks, Hampshire Terrace III, Inc. DBA LovinGrace

BACKGROUND:
This request is for the operation of a Group Residential Living Facility as part of their LovinGrace facility. The typical hours of operation are from 24 hours a day. The facility provides approximately 10 off-street parking spaces and employs 13 assistants or employees. The design of the facility is such that it is compatible with the residential character of the neighborhood. This use generally generates little traffic throughout the day.

PLANNING & ZONING COMMISSION TESTIMONY:
Stephanie Meek, 115 Sergeant, Joplin MO. We are asking to utilize some of the property of Hampshire Terrace to open a second facility. The residence that is currently there is for the purpose of working with young women that have aged out of foster care, homeless women, or whose family might be experiencing crisis. This is for ages 17 to 24. As of this weekend they have welcomed their 99th girl. The second facility that they would like to open is to work with the homeless, or young women in crises that are pregnant or parenting a young child under the age of 1. That building would have an additional 8 rooms and house the offices.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 032-20, 4 in favor, 0 Nays, 2 Absent, and 1 Recusal.
Staff recommends approval of Case 032-20

ATTACHMENTS
RS 2020-012, Staff Planning Report, P&Z Commission Minutes

P & Z Case 032-20
Stephanie Meeks,
Hampshire Terrace
III, DBA LovinGrace
(P & Z Recommended Approval)

RESOLUTION NO. 2020-012

A RESOLUTION granting a Permanent Special Use Permit (1st Request) for the operation of a group residential facility located at 1408 and 1414 Euclid Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on September 8, 2020 in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to LovinGrace for the operation of a group residential facility located1408 and 1414 Euclid Avenue in the City of Joplin, Missouri, on the following described real estate, to-wit:

As all of miscellaneous tract six (6) and part of miscellaneous tracts four (4) and twenty-five (25) in the Southwest Quarter (SW ¼) of Section 36, Township 28 North, Range 33 West in the City of Joplin, Jasper County, Missouri, described as follows: commencing at a found mag nail at the Northwest Corner of the Southwest Quarter (SW ¼) of Section 36, aforesaid; thence South 02°16'34" West along the West line thereof, 537.30 feet to a found half inch (1/2) iron pin; thence leaving said West line South 87°54'44" East, 55.00 feet to a found pin and cap stamped (AMA) on the East right-of-way of St. Louis Avenue; thence continuing South 87°54'44" East, 386.67 feet to the point of beginning of the tract herein described; thence continuing south 87°54'44" East, 265.77 feet to a found 1/2" iron pin on the West right-of-way of Euclid Street; thence South 35°25'08" West along said West right-of-way, 374.17 feet; thence leaving said West right-of-way North 54°34'30" West, 222.08 feet; thence North 35°25'30" East, 228.11 feet to the point of beginning. Bearings based on grid North of the Missouri Coordinate System of 1983, West Zone. Subject to restrictions, easements, covenants, right-of-ways and reservations of record. Containing 0.58 acres, more or less.

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

1. This Special Use Permit is issued to LovinGrace for the operation of Group Residential Living Facility at 1408 and 1414 Euclid Avenue, Joplin, MO.
2. The permit shall be valid permanently upon approval.
3. The hours of operation shall be limited to 24 hours a day, Monday through Sunday.
4. Off street parking for at least ten (10) vehicles shall be provided.
5. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.

6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Hampshire Terrace III, Inc. DBA LovinGrace.

The City Clerk is hereby ordered to file this Resolution with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 20____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL MEETING MINUTES
August 17, 2020

CALL TO ORDER
The August 17, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL
Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS
Mayor Stanley presented a proclamation to Council Member Diane Reid Adams, Public Policy Chair of American Association of University Women (AAUW), proclaiming August 26, 2020 as the Centennial of the 19th Amendment Ratification Day. Dr. Reid Adams was appreciative of the proclamation and stated she would present it to the AAUW at their meeting next month. She stated she is also a nationally certified trainer for AAUW's Work Smart program, which is a new program to help women who want to succeed in business and education.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
The following requests were heard at this time. Additional requests were moved to New Business (with the requesters' approval) following the Health Update.

Edward Steinbacher, Joplin, spoke on what it means to be an American.
Mike Pier, Joplin, spoke on his opposition to the mask ordinance.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for FY2021 Proposed Budget

Finance Director Leslie Haase presented a summary of the FY2021 proposed budget

Mayor Stanley opened the Public Hearing

Commenting on the public hearing were:
John Hird, Joplin, stated budget increases cannot be sustained with a disappearing tax base.
Deborah Ferguson, Joplin, questioned the 1.1 million dollars in unallocated funds.
Isaiah Wilson, Joplin, concerned about the number of businesses that are closing.

Brian Evans, Joplin, examine budget line items closely; need to take care of police & fire.
Abby Covington, Joplin, questioned the amount of money the City gives to the Chamber of Commerce.
June Blakely, Joplin, concerned about wastefulness on project; is there oversight of the budget?
Shannon Deals, Joplin, commented on property taxes.
Sandy Wells, Joplin, asked how much money was spent on masks.

The Public Hearing was closed.

CONSENT AGENDA
Motion by Mr. Shaw, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Minutes of the August 17, 2020 City Council Meeting

COUNCIL BILL NO. 2020-005 - 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. **Ordinance No. 2020-114**

COUNCIL BILL NO. 2020-141 - an ordinance approving a pedestrian crossing license agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of sidewalk improvements on 3rd and 4th street related to the 4th and School Stormwater Project (TS0612); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2020-115**

COUNCIL BILL NO. 2020-149 - an ordinance amending Chapter 118, Utilities, Article 2, Sewers and Sewage Disposal, by enacting a new Division 9, Illicit Discharge Detection and Elimination. **Ordinance No. 2020-116**

COUNCIL BILL NO. 2020-151 - an ordinance approving a Work Authorization AMA-OC20-016 with Allgeier, Martin and Associates in the not to exceed amount of Eighty-One Thousand Five Hundred and 00/100 Dollars ($81,500.00) for professional engineering consulting services for the design of Murphy Boulevard and Lone Elm storm water improvements; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2020-117**

COUNCIL BILL NO. 2020-268 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 902 W. 26th St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-118**

COUNCIL BILL NO. 2020-269 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2701 S. Virginia Avenue, City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-119**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2020-156

Mr. Shaw introduced Council Bill No. 2020-156 - an ordinance approving a construction agreement with Dewitt & Associates, Inc. for the replacement of the concrete apron approaches at Fire Station 1 in the not to exceed amount Eighty-Nine Thousand Five Hundred Eighty-Five and 30/100 Dollars, ($89,585.30). for the Fire Station Concrete Apron Approach project and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2020-156 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-120**.

COUNCIL BILL NO. 2020-361

Mr. Shaw introduced Council Bill No. 2020-361 - an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 2024 Connor Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred and 00/100 Dollars ($3,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2020-361 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-121**.

COUNCIL BIL NO. 2020-362

Mr. Stinnett introduced Council Bill No. 2020-362 - an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 2107 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Ninety-five and 00/100 Dollars ($3,795.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2020-362 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-122**.

COUNCIL BILL NO. 2020-363

Mr. Cortez introduced Council Bill No. 2020-363 -an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1326 Grand Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred and 00/100 Dollars ($ 3,600); 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. Copple that Council Bill No. 2020-363 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-123**.

COUNCIL BILL NO. 2020-364

Mr. Lawson introduced Council Bill No. 2020-364 - an ordinance approving the contract by and between the City of Joplin and Big John's Heavy Equipment for the demolition of the structure(s)and clearing of lot area located at 206 N. Wall Ave. in the City of Joplin, Missouri, for Six Thousand Five Hundred and 00/100 Dollars ($6,500.00); 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 Mr. Stinnett that Council Bill No. 2020-364 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-124**.

COUNCIL BILL NO. 2020-365

Mr. Stinnett introduced Council Bill No. 2020-365 - an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 301 N. Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred Seventy-Five and 00/100 Dollars ($ 4,575.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2020-365 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-125**.

COUNCIL BILL NO. 2020-519

Dr. Reid Adams introduced Council Bill No. 2020-519 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No. 2020-519 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-126**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2020-006

Mr. Lawson introduced Council Bill No. 2020-006 - an ordinance amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by amending Section 42-35 by enacting a new subsection (k). Motion by Mr. Lawson, second by Mr. Cortez to pass Council Bill No. 2020-006 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-006**.

COUNCIL BILL NO. 2020-150

Mr. Stinnett introduced Council Bill No. 2020-150 - an ordinance approving a Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane; and 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. Cortez to pass Council Bill No. 2020-150 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-150.**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

Recess
Mayor Stanley called for a 10-minute recess at 7:23 p.m.
The meeting reconvened at 7:33 p.m.

NEW BUSINESS
Health Dept. Update/Discussion of Covid-19 Recovery Plan

Mayor Stanley stated that after the health update, the city council will hear the requests to address Council, then City Council will discuss the mask ordinance and reopening plan.

Acting Health Director Dan Pekarek gave the following COVID-19 health update:

- As of August 16, there are 499 confirmed COVID-19 cases, 67 active, 411 inactive, 21 deaths, 116 quarantined, total of 38 COVID patients hospitalized (3 Joplin residents).

Requests to Address Council:
Ronald Burch, Carthage MO, requested permission to host a cruise for the JOMO Pride Cruise on August 30 and to waive the permit fee. Motion by Mr. Copple, second by Dr. Reid Adams to approve the cruise. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.
There was discussion after the vote regarding previous direction to city staff to come up with a fee schedule for cruising. Staff has not had time to work on this issue but will work on it in the near future for Council's review and approval. Mr. Stinnett suggested the special event fee be applied to the cruise request. Motion by Mr. Stinnett, second by Mr. Copple to charge the event fee of $150. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Brian Evans, Joplin, spoke on the mask ordinance's effect on the Joplin community.
Abigail Covington, Joplin, spoke in opposition to the mask mandate.
Jennifer E. Thompson, Joplin, spoke in opposition to the mask mandate.
Daniel Davis, Galena KS, spoke in opposition to the mask mandate
Curt Carr, Joplin, spoke in opposition of mask ordinance.
Rodney Noran, Joplin, spoke in opposition to the mask mandate.
Michael Knapp, Joplin, spoke in favor of extending the mask ordinance.
Laela Zaidi, Joplin, spoke in favor of extending the mask ordinance.
Chuck Covington, Joplin, spoke in opposition to the mask ordinance.
Josh Shackles, Joplin, spoke in favor of extending the mask ordinance.

Kevin VanStory, Neosho, spoke in opposition to the mask mandate.
Steve Urie, Joplin, spoke in support of extending the mask ordinance.
Erik Martin, Joplin, spoke in favor of extending the mask ordinance.
Stephen Holmes, Joplin, spoke in favor of extending the mask ordinance.
Troy Kinast, Joplin, spoke in opposition to the mask ordinance.
Steve Allgood, Joplin, spoke in opposition to the mask ordinance.
Chianne Xiong, Joplin, spoke in opposition of extending the mask ordinance.
Dr. Rob McNab, Joplin gave an update of COVID-19 at Freeman and supports the mask ordinance.
Margey Upson, Joplin, commented on why she wears a mask.
Deborah Ferguson, Joplin, MO spoke in opposition to the mask/face covering ordinance.
City Clerk Barbara Gollhofer read the following comments submitted via email:
Steve Brown, Joplin, asked to please vote no on extension of the mask ordinance.
Meegan Brown asked to discontinue the mask mandate.
Orville Garretson, Joplin, would love to see the mask mandate kept in place.
Gina Sage stated it's time to drop the mask ordinance.
Gina Funderburgh asked to stop the mask mandate.
Jason Replogle asked to not extend the mask ordinance for Joplin.
Jarod Young supports continuation of the mask ordinance in Joplin.
Sharon Kailor asked to stop the mask mandate.

Recess
Mayor Stanley called for a 10-minute recess at 9:50 p.m.
The meeting reconvened at 10:00 p.m.

Recovery/Reopening Plan Discussion
1) The school district is seeking the City's approval for a proposal that would allow a stadium capacity of 50%.
After discussion, Mr. Lawson made the motion to exempt the schools from the Reopening Plan and let the schools (school board) work with the Health Department to create their own rules. Mr. Copple seconded the motion. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

2) Should the mask ordinance be allowed to expire or be extended?
After discussion, Mr. Cortez made a motion to extend the mask ordinance to September 21, 2020, move to Step 3 of the Recovery Plan with no occupancy restrictions and mass gatherings restrictions. Dr. Reid Adams seconded the motion. Voting in favor were Council Members: Cortez, Monteleone, Reid Adams and Williams, 4. Nays: Copple, Lawson, Shaw, Stanley, and Stinnett, 5. The motion failed.

Motion by Mr. Shaw, second Mr. Lawson to strongly urge the adoption of mask use in public places and drop the mandate. Voting in favor were Council Members: Copple, Lawson, Shaw, Stanley and Stinnett, 5. Nays: Cortez, Monteleone, Reid Adams, and Williams, 4. The motion passed.

3)Should the City remain at the current step in the Reopening Plan?
Motion by Mr. Lawson, second by Mr. Shaw to move from Step 2 to Step 4 of the Reopening Plan. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley Stinnett, and Williams, 8. Nays: Monteleone, 1. The motion passed.

News from Public Information Officer, Lynn Onstot
Starting today, West 4th Street is closed between Porter Avenue and Empire Avenue for a stormwater project in the area. This closure will be in place four weeks, weather permitting. Crews will replace a culvert just south of 4th Street and running under the street. During the Labor Day weekend, 4th Street will reopen at 5 p.m. Friday, September 4 through 5 a.m. Tuesday, September 8, at which time work will continue on the project. Drivers should follow detours marked.

Starting next Monday, August 24 – East 7th Street between Illinois and just west of Michigan will be closed for 14 days. Crews will connect the stormwater improvements that have been recently completed just north and south of 7th Street.

Citizens are invited to a public meeting on Thursday, August 20 to discuss the future of Ewert Pool. This come and go meeting runs from 4:30 to 6:30 p.m. and will be held at Ewert Pool. Meeting participants can view the current facility, review possible options for the future of this area and take a survey noting their preferences. We encourage everyone interested in Joplin's Parks to please attend.

Later this week, the City will also launch the Memorial Hall Study in which we're reviewing the current facility and asking citizens on their thoughts of how they'd like the City to proceed with Memorial Hall. A public survey will go live this Friday, so watch for that announcement through Facebook, the City's website and our local news stations. In addition, we'll host a Public Meeting about Memorial Hall's future next Thursday, August 27. It will be held from 4:30 to 6:30 p.m. in the Cafeteria of the Memorial Education Center at 825 Pearl Street. (Some might remember this building as Memorial High School.) Again, this is a chance for citizens to share their thoughts at public meetings and through the survey that comes out later this week. We'll have more details on both projects as we begin the public input process, We ask citizens to please watch for announcements on ways they can participate.

For more information about these announcements, or other City news, please visit our website at joplinmo.org.

Vote to go into closed session which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2019. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.
Motion by Mr. Monteleone, second by Mr. Cortez, to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

There being no further business, the meeting adjourned at 11:03 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

Minutes of the Special City Council Meeting
August 24, 2020

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

Invocation was given by Assistant City Clerk Roschelle Forsythe

Flag salute was led by Mayor Protem Keenan Cortez.

Roll Call: Present: Chuck Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett and Christina Williams. Also, in attendance were Assistant City Attorney Jordan Paul and City Manager Nick Edwards.

Reading of the Special Call.
Assistant City Clerk Roschelle Forsythe read the Special Call.

Notice is hereby given that the City Council of the City of Joplin, Missouri, will conduct a Special Meeting at 6:00 p.m. on Monday, August 24, 2020, at Joplin City Hall, 5th Floor Council Chambers, 602 S. Main Street for the purposes stated below.

Public Hearing
Public Hearing on the 2020-21 property tax rate.

Finance Director Leslie Haase led the discussion on the property tax rate.

Mayor Stanley opened the Public Hearing.

No one appeared in favor of this item.

June Blakely, Joplin, appeared in opposition of this item, questioning why we need a tax increase.

Deborah Ferguson, Joplin, appeared in opposition of this item, asking what the emergency is.

The Public Hearing was closed.

Ordinances-Emergency
Mr. Monteleone introduced Council Bill No.2020-520 - levying taxes in the City of Joplin, Missouri for the year 2020 in the amount of Eighteen and Six Hundredths Cents ($0.1806) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2020 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Copple that Council Bill No. 2020-520 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-127.**

Transit Master Plan Analysis
Robert Lolley, Transit Coordinator, and Sarah Frost, consultant with Transystems, presented the analysis report. Finance Director Leslie Haase reviewed the financial assumptions portion of the presentation. After the presentation there was discussion and questions from Council. City Manager Nick Edwards thanked Ms. Frost, Robert Lolley and Public Works staff for their work and participation in this presentation. He added this is just one more thing the city could do better.

Three questions that were asked for Council to consider:

- To Approve the 2020 Transit System Analysis
- To authorize staff to apply for FTA grants to conduct conceptual design for a future transfer station to prepare for a hub and spoke transit system.
- To develop corporate partnerships to increase resources and reduce the net city cost of the hub and spoke transit system.

Motion by Mr. Stinnett, second by Mr. Lawson to approve the 2020 Transit System Analysis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Motion by Mr. Lawson, second by Mr. Monteleone to Authorize city staff to apply for Federal Transit Administration grants to conduct conceptual Design for a future Transfer Station to prepare for a hub and spoke transit system. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Motion by Mr. Cortez, second by Mr. Shaw to explore the development of Corporate Partnerships to increase resources and reduce the net city cost of the Hub and Spoke Transit System. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

There was discussion regarding council conduct at the last City Council meeting. The lack of citizens wearing masks, how citizen outbursts should be addressed and the number of people in the council chambers. Regarding the masks, Mayor Stanley stated that with exemptions to the ordinance that really couldn't have been enforced. Regarding the outbursts and comments from citizens, it was the consensus of council members to assist the Mayor in being aware of who is making those comments and address the individual(s) or have a police officer remove them if need be. As far as the capacity, City Manager Nick Edwards stated that wouldn't happen in the future. If the number of people exceeded the number of chairs, people could socially distance in the hallway.

Mayor Stanley reminded everyone that the next City Council meeting will be on a Tuesday, rather than Monday, due to the Labor Day holiday. It will be Tuesday, September 8 at 6:00 p.m.

There being no further business, the meeting was adjourned at 7:48 p.m.

Respectfully submitted,

Roschelle Forsythe, Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-006 - An Ordinance amending Chapter 42, Courts, Article II, Municipal Court Section42-35, Court costs and other fees, by amending Section 42-35 by a new subsection (k).

MEETING DATE
August 17, 2020

ORIGINATING DEPT:
Municipal Court

ATTACHMENTS
Council Bill NO. 2020-006

REVIEWED BY
Court Administrator: Lamonte Ratcliff; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
The following ordinance enacts a new subsection (k), amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees.

BACKGROUND
The Supreme Court of Missouri mandates that Missouri Courts, to include all municipal divisions, utilize the statewide case management system (Show-Me Courts). In doing so, the Supreme Court of Missouri also requires a statewide automation fund fee of seven dollars ($7.00) in all civil cases filed in the circuit courts of this state and in all criminal cases, including violations of any municipal or county ordinance heard by an associate circuit judge or any violation of criminal or traffic laws of this state, including an infraction.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval.

COUNCIL BILL NO. 2020-006 ORDINANCE NO.

AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by amending Section 42-35 by enacting a new subsection (k).

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

WHEREAS, the Municipal Court has adopted Show-Me Courts for the automation of certain tasks; and

WHEREAS, Missouri state law requires a statewide court automation fund fee of seven dollars ($7.00) in all civil cases filed in the circuit courts of this state and in all criminal cases including violations of any municipal or county ordinance heard by an associate circuit judge or any violation of criminal or traffic laws of this state, including an infraction; and

WHEREAS, Section 42-35 subsection (k) should be enacted in order to make Section 42-35 consistent with state law.

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

Section 1. There shall be assessed a statewide court automation fund fee of seven dollars ($7.00) in any case involving the violation of criminal or traffic laws of this state, including an infraction. Said fee shall be collected by the Municipal Court and transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Automation Fund, as provided in Section 488.12.3(5), RSMo. and Section 488.027.2, RSMo.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Ryan D. Stanley, 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 2020-150 – approving a Work Authorization OLS-OC20-05 with Olsson for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane.

MEETING DATE
August 17, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2020-150, Work Authorization

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. A project to reduce the frequency of flooding of properties east of Canterbury lane between 3rd and 7th street was included on the approved list of projects. The existing unimproved ditch along the rear lot line east of Canterbury lane from 3rd to 7th provides a bank-full capacity roughly equal to a 2-year event and as a result does not presently have sufficient conveyance capacity to protect nearby structures during larger rain events.

City staff have selected Olsson, from the City's list of on call consultants for Stormwater, for professional engineering consulting services for the design of stormwater improvements at 7th and Canterbury lane. The scope includes evaluation of channel improvements alternatives to increase channel capacity and reduce erosion. The scope of services for this project includes hydrologic and hydraulic evaluation of the open channel between 3rd street and 7th street adjacent to Canterbury lane. Evaluation of the smaller drainage channel to the east of this main drainage channel is also within the scope of this work authorization. Services rendered also include survey, easement exhibit and description preparation, bid phase services and preparation of bid documents. Olsson will develop and design preliminary and final construction plans for the improvement. City staff has reviewed the fees submitted by Olsson for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2020-150, Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane on first reading.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Address: 702. S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works Department		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	Storm Water Improvements at 7th and Canterbury Lane	

WORK AUTHORIZATION NUMBER OLS-OC20-05, 7th and Canterbury
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC20-05 exceed the sum of One Hundred Sixty-Seven Thousand, Seven Hundred Fifty Dollars ($167,750.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: _____

Printed Name: Clayton Cristy

Title: Vice President

Date: 08/06/2020

By: _____

Printed Name: Jack Schaller

Title: Vice President

Date: 08/06/2020

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 6, 2020 between the City of Joplin ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 7th Street and Canterbury Lane

Project Description: Stormwater Improvements at 7th Street and Canterbury Lane

SCOPE OF SERVICES

The Scope of Services for this project includes hydrologic and hydraulic evaluation of drainage of the open channel between 7th Street and 3rd Street adjacent to Canterbury Lane in Joplin, Missouri. The existing channel may not have sufficient conveyance capacity to protect nearby structures during a 100-year runoff event. This scope includes evaluation of channel improvement alternatives to increase channel capacity and reduce erosion. Once an alternative has been selected with the city, Olsson will develop construction plans for the improvement.

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Data Collection

Task 101 – Project Initiation Meeting

Conduct a project initiation meeting with stakeholders to review project scope, identify schedule and goals, and establish channels of communication. Identify areas of concern, past flooding events, stakeholders, utility impacts, right-of-way needs, potential solutions, etc.

Task 102 – Data Collection

Review available information as provided by the City, including existing studies (if applicable), record drawings, GIS shape files and other information available from the City pertinent to this project. Develop base map with available information and LiDAR contours.
City will provide GIS aerials as well as layers showing the approximate location of property lines, and storm and sanitary sewer infrastructure.

Task 103 – Survey Fee

- Topographic Survey Data
  Olsson will collect topographic survey data for the existing drainage ditch, east of 4th Street and Canterbury Ln, north of 7th Street, as depicted on Figure 1. The topographic survey data shall depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One- Call system.

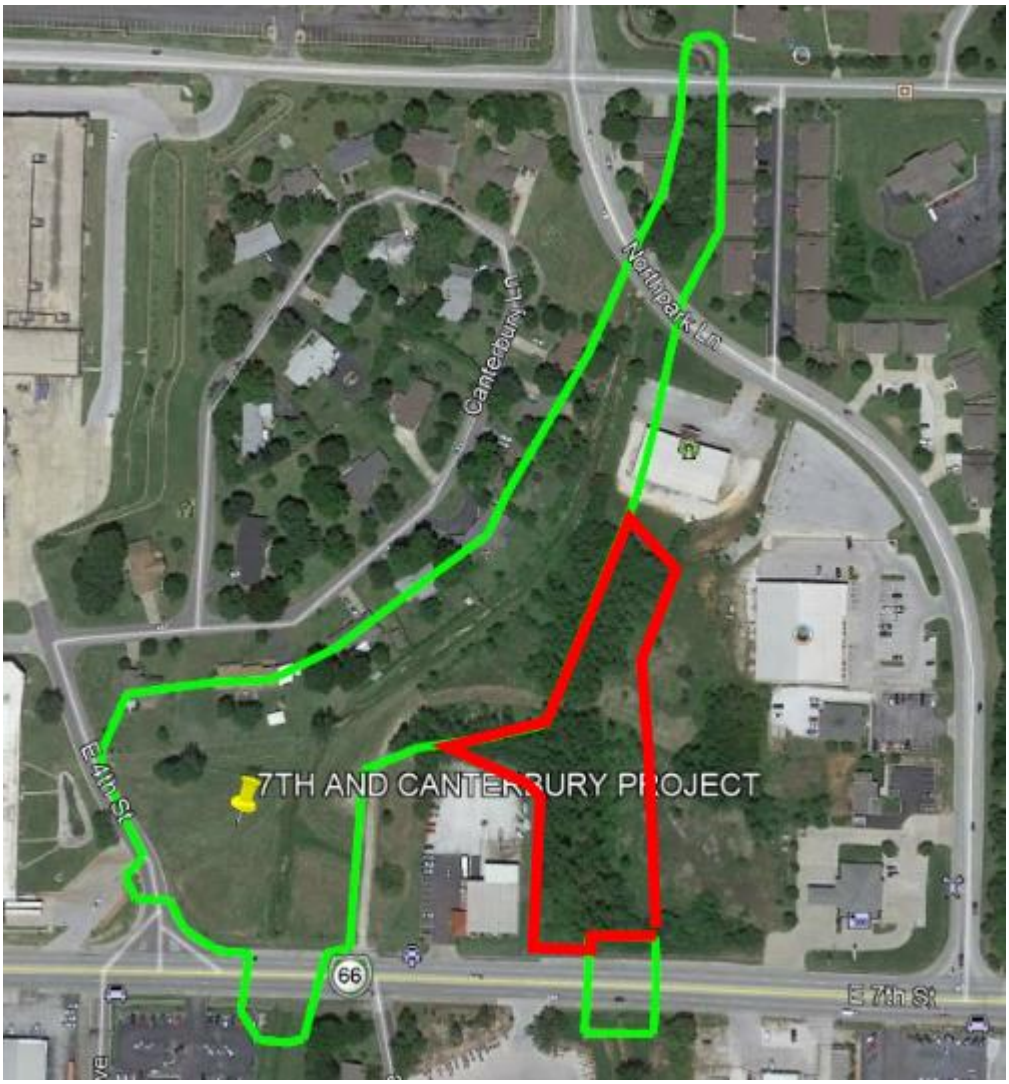


Figure 1: Topographic Survey Limits

Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and/or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities. **Survey price is based on fall/winter conditions after leaves have fallen.**

- Boundary Survey
  Olsson will collect boundary data, along the outlined area on the attached exhibit, sufficient for writing easement descriptions. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Task 104 – Easement Exhibit and Description Preparation
As necessary, Olsson will prepare easement exhibits and descriptions for any easements needed.

Fee: $500/easement. Max of 20 Easements are estimated.

Task 105 - Title Search
As necessary, Olsson will order title searches for neighboring properties, for the determination of existing easements along the route.

Fee: $300 per title search. 6 Title Searches Estimated.

Phase 200 – Hydrology and Hydraulics

Task 201 – Existing Conditions Modeling
Olsson will develop an existing condition hydrology model to identify peak flow rates. A hydrograph method will be used since the drainage area is greater than 200 acres.
A HEC-RAS hydraulic model will be developed for the existing condition channel using survey data within the channel and surveyed backyards. Outside of the survey limits, LiDAR data may be used to complete the model geometry. This model will be used to identify the existing flood elevations and compare to the surveyed elevations of nearby structures. Culvert crossings at 7th Street, Northpark Lane, and 3rd Street will be included in the HEC-RAS model. A tributary channel, approximately 650 feet east of 4th Street on 7th Street, will also be evaluated in the HEC-RAS modeling from 7th street north to the confluence with main channel and will include the 7th Street culvert.

An existing storm sewer system discharges from 4th street just north of 7th street into a drainage ditch which eventually drains to the main channel between 7th Street and 3rd Street. Peak flow rates will be determined for this system, but a hydraulic model will not be developed for the storm sewer system.

Task 202 – Conveyance Improvements
Improvement alternatives will be evaluated to meet the city's design criteria for open channel capacity and protect adjacent structures from flooding in the 100-year event. If the city's design criteria is not feasible, a reduced design criteria may be allowed that attempts to maximize conveyance within the lateral and vertical constraints of the project while protecting nearby structures during the 100-year event. Culverts at 3rd Street and Northpark Lane will be evaluated to determine if the existing culverts are satisfactory and if the project goals can be met without replacement of these culverts. Culverts at 7th Street will be evaluated to determine if entrance modifications can increase the culvert capacities without replacement of the culvert. Culvert replacement at 7th street is not included in this scope.

Evaluate channel lining options that protect against erosion in the stream bed while providing the necessary conveyance. The city's preference would be to match the existing concrete channel section downstream of 3rd Street, however excessive impacts to waters of the United States (WOTUS) may require an individual USACE 404 permit which will increase project cost, extend permitting schedule, and is not included in this scope. Olsson will identify WOTUS and attempt to limit impacts to meet the requirements of a nationwide permit.
Evaluate extending the 4th street storm sewer system underground to discharge at the main channel between 7th Street and 3rd Street. The system should allow the existing drainage ditch from 4th Street to be filled in.

Phase 300 – Preliminary Plan Development

Task 301. Olsson shall prepare Preliminary Plans.

The preliminary plans (approximately 60 percent complete) shall include the following sheets:

1. Cover Sheet
2. Channel Typical Sections
3. Channel Plan and Profile
4. Storm Sewer Plan and Profile for 4th Street Storm Sewer Extension
5. Culvert modifications (no details)
6. Right of Way and Easement Plan
7. Erosion and Sediment Control Plan
8. Traffic Control Plan

- Olsson shall identify any potential utility impacts. The Owner will send electronic copy of plans to impacted utilities and other City departments for their review.
- Olsson shall prepare an estimate of quantities and opinion of probable construction costs.
- Olsson will attend one meeting with the City to review preliminary plans and discuss comments. Following the meeting, Olsson shall accompany City staff to project site to review design in the field.
- All R/W and easements required for the project shall be identified and shown on the Right of Way and Easement Plan

Deliverables

At the conclusion of this phase the following items will be provided to the City:

i. Preliminary plans
ii. Engineer's estimate of probable construction costs

Phase 400 – Permitting

Task 401. Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation

Olsson will complete a wetland delineation and stream assessment of the project study area. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to USACE Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0).

Desktop Review. The first step of the wetland delineation and stream assessment consists of a desktop review of available databases to determine

areas within the project study area that may have potential wetlands or other WOTUS. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

Wetlands (WETS) Table Analysis for Agricultural Lands. Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aerials to determine if signatures of wetlands are present in those years.

Site Visit. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

Report. Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence or absence of wetlands, streams, and other WOTUS. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other WOTUS boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other WOTUS are jurisdictional.

Task 402. Nationwide Permit

Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to USACE for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and

endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

Permitting Assumptions.
Client will provide the following:

1. Project Description
2. Location Information
3. General Project Location Map
4. Project Study Area Access and Landowner Permission

Items not included in the scope.
1. Site visits with USACE
2. Database review of State and Federally listed Threatened and Endangered Species
3. Migratory Bird Treaty Act Nesting Surveys
4. Bald and Golden Eagle Nest Surveys
5. Agency requested Threatened and Endangered Species Specific Survey
6. Agency requested Historic or Cultural Resource Surveys
7. Floodplain permitting
8. Wetland Mitigation Services
9. Individual Section 404 Permit Application
10. Agency or client meetings, other than phone call discussions
11. Changes in project design or location requiring changes to the report

Anticipated Schedule.
Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon receipt of the notice to proceed.
Anticipated Completion Dates: Olsson will submit the NWP to the USACE within 45 days of notice to proceed and receipt of required client provided information. Following submittal, the USACE timeline can vary in issuing a permit.

Phase 500 – Final Plan Development

Task 501. At the conclusion of the preliminary design phase, and with clear direction from the City, Olsson shall prepare final plans.

The final plans shall include the following sheets at a minimum:
1. Cover
2. Channel Typical Sections
3. Channel Plan and Profile
4. Drainage Area and Calculations Summary
5. Storm Sewer Plan and Profile for 4th Street Storm Sewer Extension
6. Culvert modifications
7. Right of Way and Easement Plan
8. Erosion and Sediment Control Plan
9. Traffic Control Plan
10. Details

- Comments from the City and other agencies regarding the preliminary plans shall be incorporated into the final plans.
- The Project Manager for the City will send electronic copy of plans to impacted utilities and other City departments for their review.
- Olsson shall prepare an estimate of quantities and an opinion of probable construction costs.
- Olsson will meet with City staff to review the plans and obtain comments.
- Comments from the plans shall be addressed and all R/W and easements acquired before submitting one final set of construction plans.

Task 502. Special Provisions
Olsson shall prepare special provisions for any items not covered in the City's standard specifications. *(City will prepare advertising and bidding documents.)*

Task 503. Hydraulic Modeling
Olsson shall update modeling, developed in the preliminary design phase, based on the more detailed final design. No final report will need to be submitted.

Task 504. Right of Way (R/W) and Easements
City staff will acquire easements and perform negotiations. Any special agreements with property owners will be provided to Olsson to include on the plans. All R/W and easements required for the project shall be identified and shown on the Right of Way Plan.

Deliverables
At the conclusion of this phase the following items will be provided to the City:

1. Final Plans
2. Engineer's estimate of probable construction costs
3. Job Special Provisions (JSPs)
4. Final Hydrologic & Hydraulic models

BIDDING SERVICES

Phase 600 – Bid Phase Services

Task 601 – Respond to Bidders, Prepare Addenda.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 602 - Review and Evaluate Bids

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 603 - Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

CONSTRUCTION SERVICES

Phase 700 – Construction Phase Services

Task 701 - Construction Administration

Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
2. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
3. Review contractor pay applications.
4. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
5. Assumed 5 months of construction

Task 702 – Resident Project Representative

Olsson will be on on-site to observe construction activities for an assumed 4 hours per day (20hrs/week) for 5 months of construction. Olsson will prepare and distribute field reports on a weekly basis.

Task 703 – Project Close Out

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

Task 704 - Record Drawings

Olsson will prepare record drawings, based on contractors' "red lines." A PDF version of the record drawings will be submitted to the Client.

Phase VII: Understandings

1. Copy of final construction plans shall be sealed by a Professional Engineer licensed in the State of Missouri.
2. Olsson shall complete pre-project survey to establish existing ground elevation.
3. Legal descriptions and exhibits shall be sealed by a Professional Land Surveyor licensed in the State of Missouri.
4. Right of Way negotiations and coordination with property owners will be performed by the City.

5. City staff will take the lead in utility coordination and Olsson will play a support role in that effort.

a. The Project Manager for the City will send electronic copy of plans to impacted utilities and other City departments for their review.

6. All permitting and access fees associated with the project will be the responsibility of the City. City-wide SWPPP will cover this project.
7. The project limits are outside of the FEMA floodplain.
8. Environmental testing (if necessary) is not included in the scope of work.
9. Geotechnical site evaluation and retaining wall design are not included in this scope of services.
10. Structural design is excluded from this scope of work.
11. Unless otherwise noted, Olsson can shift funds between phases and tasks as necessary in order to complete the services. Fees cannot be shifted from any phase until that phase has been submitted and accepted by the City.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Contract Date:	September 2020
Anticipated Start (After Leaves Drop)	November 15, 2020
Anticipated Completion Date:	June 30, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

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PROFESSIONAL ENGINEERING SERVICE ESTIMATE
BREAKDOWN BY TASK

Date: 06-Aug-20 Job: 7th and Canterbury		LABOR HOURS							TOTALS				
Phase/ Task	Description of Work	Project Manager	Project Professional	Assistant Professional	Survey	Construction Services	Administrative/ Clerical		Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee	
		$160.00	$130.00	$95.00	$150.00	$85.00	$60.00	$0.00					
100	**Data Collection**								-	$ -	$ -	$ -	$ 28,680.50
	Project Initiation Meeting	1.00	5.00	3.00					1.13	$ 1,095.00	$ 80.50	$ 1,175.50	
	Data Collection	2.00		8.00					1.25	$ 1,080.00	$ -	$ 1,080.00	
	Topographic Survey				64.50				8.06	$ 9,675.00	$ -	$ 9,675.00	
	Boundary Survey				33.00				4.13	$ 4,950.00	$ -	$ 4,950.00	
	Easement Descriptions								-	$ -	$10,000.00	$ 10,000.00	
	Title Searches								-	$ -	$ 1,800.00	$ 1,800.00	
200	**Hydrology and Hydraulics**								-	$ -	$ -	$ -	$ 19,720.00
	Existing Condition Hydrology		8.00	16.00					3.00	$ 2,560.00	$ -	$ 2,560.00	
	Existing Condition HEC-RAS Model		12.00	44.00					7.00	$ 5,740.00	$ -	$ 5,740.00	
	Conveyance Improvements in HEC-RAS	4.00	24.00	48.00					9.50	$ 8,320.00	$ -	$ 8,320.00	
	Model 4th Street Storm Extension	1.00	8.00	20.00					3.63	$ 3,100.00	$ -	$ 3,100.00	
									-	$ -	$ -	$ -	
									-	$ -	$ -	$ -	
300	**Preliminary Plans**								-	$ -	$ -	$ -	$ 27,686.50
	Develop preliminary plans (approximately 15 she	**4.00**	**35.00**	160.00					24.88	$ 20,390.00	$ 26.00	$ 20,416.00	
	Opinion of Probable Cost		4.00	4.00					1.00	$ 900.00	$ -	$ 900.00	
	Attend review meeting with city	2.00	3.00	3.00					1.00	$ 995.00	$ 80.50	$ 1,075.50	
	Traffic Control Plan	2.00	20.00	25.00					5.88	$ 5,295.00	$ -	$ 5,295.00	
									-	$ -	$ -	$ -	
400	**Permitting**								-	$ -	$ -	$ -	$ 7,580.00
	Wetland Delineation and Stream Assessment		8.00	32.00					5.00	$ 4,080.00	$ -	$ 4,080.00	
	Nationwide 404/401 Permitting		5.00	30.00					4.38	$ 3,500.00	$ -	$ 3,500.00	
									-	$ -	$ -	$ -	
500	**Final Plan Development**								-	$ -	$ -	$ -	$ 25,896.70
	Develop Final Plans (approximately 12 sheets)	4.00	50.00	130.00					23.00	$ 19,490.00	$ 31.20	$ 19,521.20	
	Update Opinion of Probable Construction Cost		4.00	4.00					1.00	$ 900.00	$ -	$ 900.00	
	Special Provisions	8.00		16.00					3.00	$ 2,800.00	$ -	$ 2,800.00	
	Update hydraulic modeling	2.00	4.00	8.00					1.75	$ 1,600.00	$ -	$ 1,600.00	
	Attend review meeting with city	2.00	3.00	3.00					1.00	$ 995.00	$ 80.50	$ 1,075.50	
									-	$ -	$ -	$ -	
600	**Bidding Services**								-	$ -	$ -	$ -	$ 5,025.00
	Respond to Bidders, Prepare Addenda		16.00	8.00					3.00	$ 2,840.00	$ -	$ 2,840.00	
	Review and Evaluate Bids		8.00	2.00			2.00		1.50	$ 1,350.00	$ -	$ 1,350.00	
	Conform Documents		2.00	1.00			8.00		1.38	$ 835.00	$ -	$ 835.00	
700	**Construction Services**								-	$ -	$ -	$ -	$ 53,186.30
	Construction Aministration		75.00						9.38	$ 9,750.00	$ -	$ 9,750.00	
	RPR					400.00			50.00	$ 34,000.00	$ 6,036.30	$ 40,036.30	
	Project Close-out	2.00	8.00						1.25	$ 1,360.00	$ -	$ 1,360.00	
	Record Drawings		4.00	16.00					2.50	$ 2,040.00	$ -	$ 2,040.00	
									-	$ -	$ -	$ -	
									-	$ -	$ -	$ -	
									-	$ -	$ -	$ -	
GRAND TOTAL		34.0	306.0	581.0	97.5	400.0	10.0	0.0	178.60	$ 149,640.00	$18,135.00	$ 167,775.00	



7th and Canterbury Stormwater Project

N

0 125 250 500 Feet

olsson

COUNCIL BILL NO. 2020-150 ORDINANCE NO

AN ORDINANCE approving a Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane; 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 Work Authorization OLC-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2020-150

I hereby certify that a sufficient amount is available in the Parks and Storm Water Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-157 – Purchase agreement between the City of Joplin and Midwest Transit Equipment Inc., for the purchase of (2) light duty cutaway transit vehicles with Americans with Disabilities Act (ADA) compliant lifts; and containing an emergency clause.

MEETING DATE
September 8, 2020

ORIGINATING DEPT
Public Works – Metro Area Paratransit System (MAPS) Division

ATTACHMENTS
CB2020-157 Ordinance; Bid Tabulation Sheet; Schedule "A" Budget Amendment

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter C. Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill is a purchase agreement by and between the City of Joplin and Midwest Transit Equipment Inc., for the purchase of (2) light duty cutaway transit vehicles with ADA lifts to be used to provide (MAPS) service. The total purchase price is One Hundred Forty-Seven Thousand, Nine Hundred Eighty-Six and 00/100 Dollars ($147,986.00). One vehicle purchase was approved in the FY2020 budget and the other vehicle to be purchased is a replacement for a MAPS van that was totaled in a NON-fault accident. The FTA will reimburse the City 80% of the budgeted vehicle purchase and the accident replacement vehicle will be purchased from the City's insurance account.

BACKGROUND
Staff conducted a formal bid opening on July 7, 2020 for the purchase of (2) two light duty cutaway transit vehicles with ADA lifts to be used to provide MAPS service. Three bids were received. The lowest priced bid was submitted by Midwest Transit Inc. in the amount of $73,993 per MAPS vehicle. Total contract price is $147,986. The Federal Transit Administration will reimburse the City $59,194.00 or 80% of the cost of one of the vehicles. City budgeted $65,000 for the purchase of one MAPS vehicle.

FUNDING SOURCE
The budget is being amended for the insurance replacement and partially amended for the regular replacement vehicle.

RECOMMENDATION
City staff recommends adoption of this Council Bill on an emergency basis, being an ordinance dealing with a public improvement, 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. Specifically, this Council Bill needs to be approved as an emergency ordinance in order to complete the purchase within funding time limitations.

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
8-Sep-20

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
140	TST Fund					
	TST Revenue	140-0000-450-0604	Insurance Claim Settlement	$	29,760	
	MAPS Grant	140-0000-480-0802	Paratransit Grant		7,194	
	MAPS Motor Vehicles	140-5002-530-8210	Motor Vehicles			82,986
	Total TST Fund			$	36,954	82,986
515	Liability Insurance Fund					
				$	-	
	Liability Insurance	515-7501-500-5305	Judgements & Claims			29,760
	Total Liability Insurance Fund			$	-	29,760
	Grand Total			$	36,954	112,746

COUNCIL BILL NO. 2020-157 ORDINANCE NO.

AN ORDINANCE approving the purchase agreement between the City of Joplin and Midwest Transit Equipment Inc. for the purchase of (2) light duty cut-a-way vehicles with Americans with Disabilities Act (ADA) compliant lifts; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause.

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

Section 1. That the purchase agreement be awarded to Midwest Transit Equipment Inc. in the amount of One Hundred Forty-Seven Thousand Nine Hundred Eighty-Six and 00/100 Dollars ($147,986.00) for the purchase of (2) light duty cut-a-way vehicles with ADA lifts.

Section 2. That the Director of Public Works is hereby authorized to execute said purchase agreement on behalf of the City of Joplin.

Section 3. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of Thirty-Six Thousand Nine Hundred Fifty-Four Dollars and No Cents ($36,954.00) and by increasing appropriations by the total amount of One Hundred Twelve Thousand Seven Hundred Forty-Six Dollars and No Cents ($112,746.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and appropriations.

Section 5. That the City of Joplin declares that this Ordinance dealing with 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 passage. Specifically, this Council Bill needs to be approved as an emergency ordinance in order to complete the purchase within funding limitations.

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

_____, 2020, by a _____ vote.

_____

ATTEST: Ryan Stanley, Mayor

_____

Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN, MO OPENING BID TABULATION FORM

BID #2020-03 BID ITEM DESCRIPTION: 23' & 26' LIGHT DUTY CUT-A-WAY vehicles

BID OPENING DEADLINE: 10:30am on 7/7/2020 DEPARTMENT: MAPS

REQUISITION NUMBER: TIME OPENED: 10:30 AM

OPENED BY: Robert Lolley WITNESSED BY: Linda White

VENDOR NAME	CONTACT NAME	PHONE NUMBER	DEBARRED/ SUSPENDED	BID AMOUNT	BASE PRODUCT	Delivery Time
MASTERS TRANSPORTATION 23' vehicle				$78,496.00	2021 Chassis Glaval Bus	220 days after order
MASTERS TRANSPORTATION 26' vehicle				$85,371.00	2021 Chassis Glaval Bus	220 days after order
MIDWEST TRANSIT 23' vehicle				$73,993.00	2021 Chassis StarTrans Bus	120-150 days after receipt of chassis
MIDWEST TRANSIT 26' vehicle				$81,841.00	2021 Chassis StarTrans Bus	120-150 days after receipt of chassis
CENTRAL STATES BUS SALES 23' vehicle				$75,070.00	2021 Eldorado	90-120 days after receipt of chassis
CENTRAL STATES BUS SALES 26' vehicle				$81,470.00	2021 Eldorado	90-120 days after receipt of chassis

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-158 – Purchase agreement between the City of Joplin and Central States Bus Sales, for the purchase of (2) light duty cutaway transit vehicles with Americans with Disabilities (ADA) compliant lifts; and containing an emergency clause.

MEETING DATE
September 8, 2020

ORIGINATING DEPT
Public Works – Metro Aera Paratransit System (MAPS) Division

ATTACHMENTS
CB2020-158 Ordinance; Bid Tabulation Sheet; Schedule "A" Budget Amendment

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter C. Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill is a purchase agreement by and between the City of Joplin and Central States Bus Sales, for the purchase of (2) light duty cutaway transit vehicles with ADA lifts to be used to provide Sunshine Lamp Trolley service. The total purchase price is One Hundred Sixty-Two Thousand, Nine Hundred Forty and 00/100 Dollars ($162,940.00). Two replacement trolley vehicles were approved in the FY2020 budget at a cost of $70,000 per vehicle.

BACKGROUND
Staff conducted a formal bid opening on July 7, 2020 for the purchase of (2) two light duty cutaway transit vehicles with ADA lifts to be used to provide trolley service. Three bids were received. The lowest priced bid was submitted by Central States Bus Sales in the amount of $81,470.00 per vehicle. The total contract price is $162,940. The Federal Transit Administration will reimburse the City $130,352.00 or 80% of the cost of these two vehicles.

FUNDING SOURCE
This council bill includes a budget amendment.

RECOMMENDATION
City staff recommends adoption of the Council Bill on an emergency basis, being an ordinance dealing with a public improvement, 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 in order to complete the purchase within funding time limitations.

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
8-Sep-20

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
140	TST Fund					
				$	-	
	MAPS Grant	140-0000-480-0802	Paratransit Grant		18,352	
	MAPS Motor Vehicles	140-5002-530-8210	Motor Vehicles			22,940
	Total TST Fund			$	18,352	22,940
	Grand Total			$	18,352	22,940

CITY OF JOPLIN, MO OPENING BID TABULATION FORM

BID #2020-03 BID ITEM DESCRIPTION: 23' & 26' LIGHT DUTY CUT-A-WAY vehicles

BID OPENING DEADLINE: 10:30am on 7/7/2020 DEPARTMENT: MAPS

REQUISITION NUMBER: TIME OPENED: 10:30 AM

OPENED BY: Robert Lolley WITNESSED BY: Linda White

VENDOR NAME	CONTACT NAME	PHONE NUMBER	DEBARRED/ SUSPENDED	BID AMOUNT	BASE PRODUCT	Delivery Time
MASTERS TRANSPORTATION 23' vehicle				$78,496.00	2021 Chassis Glaval Bus	220 days after order
MASTERS TRANSPORTATION 26' vehicle				$85,371.00	2021 Chassis Glaval Bus	220 days after order
MIDWEST TRANSIT 23' vehicle				$73,993.00	2021 Chassis StarTrans Bus	120-150 days after receipt of chassis
MIDWEST TRANSIT 26' vehicle				$81,841.00	2021 Chassis StarTrans Bus	120-150 days after receipt of chassis
CENTRAL STATES BUS SALES 23' vehicle				$75,070.00	2021 Eldorado	90-120 days after receipt of chassis
CENTRAL STATES BUS SALES 26' vehicle				$81,470.00	2021 Eldorado	90-120 days after receipt of chassis

COUNCIL BILL NO. 2020-158 ORDINANCE NO.

AN ORDINANCE approving a purchase agreement between the City of Joplin and Central States Bus Sales for the purchase of (2) light duty cut-a-way vehicles with Americans with Disabilities (ADA) compliant lifts; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause.

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

Section 1. That the purchase agreement be awarded to Central States Bus Sales in the amount of One Hundred Sixty-Two Thousand Nine Hundred Forty and 00/100 Dollars ($162,940.00) for the purchase of (2) light duty cut-a-way vehicles with ADA lifts.

Section 2. That the Director of Public Works is hereby authorized to execute said purchase agreement on behalf of the City of Joplin.

Section 3. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of Eighteen Thousand Three Hundred Fifty-Two Dollars and No Cents ($18,352.00) and by increasing appropriations by the total amount of Twenty-Two Thousand Nine Hundred Forty Dollars and No Cents ($22,940.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City of Joplin declares that this Ordinance dealing with 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 passage. Specifically, this Council Bill needs to be approved as an emergency ordinance in order to complete the purchase within funding limitations.

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

_____, 2020, by a _____ vote.

_____

ATTEST: Ryan Stanley, Mayor

_____

Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	28-Aug-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse
Demolition of all structures		LOCATION:	1815 S. Moffet Ave

COMPANY	BIDS
B & D Yardbuilders	$5,216.00
Big John's Heavy Equipment	NO BID
Gator Industrial	$5,479.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2020-366
1815 MOFFET AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 366, Building Regulations

MEETING DATE
September 8, 2020

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings 1815 Moffet Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 21, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 14, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on August 28, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$5,479.00
B & D Yardbuilders	$5,216.00

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

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $5,216.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2020- 366, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 366 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1815 Moffet Ave. in the City of Joplin, Missouri, for Five Thousand Two Hundred Sixteen and 00/100 Dollars ($5,216.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuilders in the amount of Five Thousand Two Hundred Sixteen and 00/100 Dollars ($5,216.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1815 Moffet Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1815 Moffet Ave. and legally described as:

ALL OF THE SOUTH 20 FEET OF LOT NUMBERED FIFTY-EIGHT (58) AND ALL OF LOT NUMBERED FIFTY-NINE (59) IN SOUTH JOPLIN LAND COMPANY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2020 – 367 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1716 Empire Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Ninety-two and 00/100 Dollars ($4,892.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Industrial in the amount of Four Thousand Eight Hundred Ninety-two and 00/100 Dollars ($4,892.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1716 Empire Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1716 Empire Ave. and legally described as:

ALL OF LOT NUMBERD TWELVE (12) IN BARBEE'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	28-Aug-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse
Demolition of all structures		LOCATION:	1716 S. Empire Ave

COMPANY	BIDS
B & D Yardbuilders	$5,216.00
Big John's Heavy Equipment	NO BID
Gator Industrial	$4,892.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2020-367
1716 EMPIRE AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 367, Building Regulations

MEETING DATE
September 8, 2020

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Industrial to remove the structures, and any remaining debris including foundation and footings 1716 Empire Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 6, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 14, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on August 28, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$4,892.00
B & D Yardbuilders	$5,216.00

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

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $4,892.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2020- 367, Photograph of Property, Bid Tabulation

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-451 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
September 8, 2020

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2020-451 Ordinance and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Dan Pekarek; Finance Dept. Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding to assist with local efforts surrounding case investigation, contact tracing response and coordination and reporting activities related to COVID-19.

BACKGROUND
Disease case investigation and isolation of ill individuals, in concert with quarantine of exposed individuals is a standard method of communicable disease control used by public health professionals. COVID-19 has caused significant demands upon the health department to be able to meet demands for investigation and isolation of positive COVID-19 cases, as well as the subsequent quarantine of contacts of the cases. In early response to COVID-19 cases, the health department repurposed department staff to be able to conduct these disease control activities. These staff are unable to keep up with the increasing demand for case work, thus necessitating the need to hire additional temporary staff to assist with these activities. The health department has begun hiring these temporary staff and the city is preparing to request CARES Act funding reimbursements from both Jasper and Newton Counties for the cost of these staff and necessary supplies, equipment, etc. This grant provides funding directly to the city health department for COVID-19 response.

The period for this agreement is August 1, 2020 through March 31, 2022 and the total anticipated reimbursement from this agreement is $71,150. 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 due to funding period of the grant.

COUNCIL BILL NO. 2020-451 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 Seventy-One Thousand, One Hundred Fifty Dollars, no Cents, ($71,150.00); 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 funding to assist with local efforts to provide case investigation and contact tracing activities related to COVID-19 response and immediate passage prevents delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 8th day of September, 2020, by a vote of

_____
Ryan D Stanley, 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:**	
49166	EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
8/1/2020	3/31/2022	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
*****0196	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Epidemiology and Laboratory Capacity (ELC) Cares

1. GENERAL

1.1 The contract amount shall not exceed $71,150 for the period of August 1, 2020 through March 31, 2022.

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 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:

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

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

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

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

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

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

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

Program Name: Center for Local Public Health Services
Program Contact: Jennifer Harrison
Address: 920 Wildwood, Jefferson City, MO 65109
Phone: 573-522-2881
Email: Jennifer.Harrison@health.mo.gov

2. PURPOSE

2.1 To provide funding to assist with local efforts surrounding case investigation, contact tracing response and coordination and reporting activities related to COVID-19.

3. DELIVERABLES AND OUTCOMES

3.1 Contractor shall use funds to employ staff(s) to assist in case investigation and contact tracing response and coordination, and to provide health education and information that promotes the reduction of community spread in the contractor's jurisdiction.

4. REPORTS

4.1 The Contractor shall submit reports of activities to the Department by the fifteenth day of January 2021, July 2021, December 2021, and with the final invoice. The reports shall state all activities that have occurred related to the contract. Failure to submit reports or perform deliverables specified may cause a delay/hold in reimbursement requests.

4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, 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.

5. BUDGET AND ALLOWABLE COSTS

5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Budget Page (Exhibit 1), which is attached hereto and incorporated by reference as if fully set forth herein.

5.1.1 The Contractor shall submit the Budget Page (Exhibit 1) with the first invoice.

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

5.3 Indirect costs

5.3.1 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.

5.3.2 The Contractor shall use the indirect rate as stated on the Budget Page (Exhibit 1) to calculate indirect costs. The Contractor shall not bill the Department for indirect costs that exceed this percentage 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.

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

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

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

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

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

5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

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

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

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

6.2 The Contractor shall 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.

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

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

6.5 The Contractor shall submit invoices to:

Via email to:

CLPHScontracts@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-751-5350

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.10.1 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

6.11 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://beta.sam.gov/.

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

7. AMENDMENTS

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

8. RENEWALS

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

9. MONITORING

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

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the

Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

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

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

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

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

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

11. CONFIDENTIALITY

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

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

12. LIABILITY

12.1 The 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.

12.2 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.

12.3 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.

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

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

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

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

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

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

14. AUTHORIZED PERSONNEL

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

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

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/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 2, 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 2 must be submitted prior to an award of a contract.

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

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

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

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

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

15. TERMINATION

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

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

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

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

15.1.4 By request of the Contractor.

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

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

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

15.3 In the event of termination, 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.

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.

CERTIFICATIONS AND SPECIAL PROVISIONS

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.

SUBRECIPIENT SPECIAL CONDITIONS

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

1.7 The Contractor shall 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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

MISSOURI 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)

MO 580-3091 (07-17)

1. BUSINESS ASSOCIATE PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Obligations and Activities of the Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Obligations of the State Agency:

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

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

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

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

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

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

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

BUDGET PAGE

Exhibit 1

Epidemiology and Laboratory Capacity (ELC) Cares				
Local Public Health Agency:				
Completed By:		Date:		
Contact Email:		Phone #:		
Section A				
Total Allowed Contract Amount				
Operational Expenses				0.00
Personnel Services				
Fringe Benefits				
Travel				
Supplies				
Other				
Total Direct Costs				**0.00**
Indirect (Administrative Cost)	**10%**			**0.00**
Contract Total				**0.00**
Surplus/Deficit				0.00

Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A

Indirect Computation

Operational Expenses 0.00

Section C

Budget Narrative/Justification

Personnel Services

Fringe Benefits

Travel

Supplies

Other

EXHIBIT 2
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 Epidemiology and Laboratory Capacity (ELC) Cares (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

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

_____ _____
Company Name (if applicable) Date

EXHIBIT 2, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

_____ Authorized Business Entity Representative's Name (Please Print)

_____ Authorized Business Entity Representative's Signature

_____ Business Entity Name

_____ Date

_____ E-Mail Address

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.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.

EXHIBIT 2, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

_____	_____
Signature of Notary	*Date*

EXHIBIT 2, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

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

Tracking #	49166	**State:** 0% $0.00	**Federal:** 100% $71,150.00
Contract Title:	EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC) CARES		
Contract Start:	8/1/2020 **Contract End:** 3/31/2022	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT		

CFDA: 93.323	**Research and Development:** N
CFDA Name:	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	6NU50CK000546-01
Federal Award Name:	CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)-ENHANCE DETECTION COVID-19 SUPPLEMENTAL
Federal Award Year:	2020 **DHSS #:** CK000546-01B **Federal Obligation:** $71,150.00

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

Project Description:

Epidemiology and Laboratory Capacity (ELC) Cares Contract: Contractor shall use funds to employ staff(s) to assist in case investigation and contact tracing response and coordination, and to provide public health education and information that promotes the reduction of community spread in the contractor's jurisdiction.

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 03/20 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23

U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION:

(A) The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(B) The Commission will receive reimbursement from the Grantee for computer work performed by the Commission for the urbanized area as authorized by the Grantee. This should in no way restrict the Grantee from utilizing other computer services available elsewhere.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2020 and extend to October 21, 2021. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $317,890 defined as consolidated planning

funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's chief engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures

established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee

obtains less than $750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

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

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

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the

selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FTA under authority of 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable

Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe

benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased and written approval is obtained from the Commission's chief engineer or;

(II) If the total scope of services dollar amount is

increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require an amended scope of services between the Commission and the Grantee.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

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

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

(34) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Appendix A

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 88,364	$ -	$ 22,091	$ 110,455
Short Range Transportation Planning	$ 41,285	$ -	$ 10,321	$ 51,606
Long Range Transportation Planning	$ 139,524	$ -	$ 34,881	$ 174,405
Transit Planning	$ -	$ 68,282	$ 17,071	$ 85,353
Geographic Information Systems	$ 48,717	$ -	$ 12,179	$ 60,896
Total	$ 317,890	$ 68,282	$ 96,543	$ 482,715

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$317,890
5307 Funds	$68,282
Local Match	$96,543
Total Funds Allocated	$482,715

CPG Balance Tracking

FY 2020	
CPG balance on 10/31/19	$937,364
FY 2020 CPG allocation	$212,470
FY 2020 CPG funds expended on 4/30/20	$(107,405)
FY 2020 CPG funds to be expended by 10/31/2020	$(250,000)
Estimated Ending FY 2020 Balance	$792,429
FY 2021	
Estimated FY 2021 Allocation	$212,470
CPG Funds Available for FY 2021	$1,004,899
Programmed CPG Funds for FY 2021 UPWP	$(317,890)
Estimated Remaining Unprogrammed Balance	$687,009

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-405 - Agreement with Missouri Department of Transportation.

MEETING DATE:
September 8, 2020

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than $482,715. The reimbursement consists of $317,890 in Federal Consolidated Planning Grant Funds and $68,282 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $96,543 to draw down the Federal assistance.

The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Director of Planning, Development and Neighborhood Services, the Planner and other staff in the Engineering department. The remainder of the assistance will be used to help finance eligible planning projects. Those projects include finishing an update to the 20-year Metropolitan Transportation Plan and working with an active transportation consultant.

Attached is the 2020 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. JATSO is the designated MPO with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities.

ATTACHMENTS
CB 2020-404, Copy of 2020 UPWP, Copy of CPG agreement

COUNCIL BILL NO. 2020-405 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of three hundred and seventeen thousand eight hundred and ninety dollars ($317,890) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2020, by a vote of_____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2021 Unified Planning Work Program

Adopted by the JATSO Policy Board on _____.

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Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP).

The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements mandated by the enacted by the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), Moving Ahead for Progress in the 21st Century (MAP-21), and the Fixing America's Surface Transportation Act (FAST Act).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating the JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code.

The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated area on the JATSO Policy Board.

The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from three sources: FHWA, FTA and the City of Joplin. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for

consideration and implementation of projects, strategies and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation; and
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation
10. Enhance travel and tourism

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. In implementing MAP-21 and the FAST Act, state Departments of Transportation (DOTs), MPOs and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets
- develop performance-based plans implement a performance-based approach to planning and programming

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2016 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs.

The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products.

A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan and Limited English Proficiency

Plan can be found on the City of Joplin website at this link: https://www.joplinmo.org/922/Plans-and-Publications.

FY 2021 Program Goals

The annual transportation planning program begins on November 1, 2020 and continues through October 31, 2021. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2021, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Develop and adopt the 2022-2025 JATSO TIP in accordance with state and federal standards.
3. Adopt a robust and user-friendly MTP that will help JATSO make transportation planning and policy decisions.
4. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
5. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.
6. Monitor and respond to the ongoing COVID-19 crisis in the JATSO MPA.

Task 1 – Program Support and Administration

Objective
JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop and administer the UPWP, and attend professional development and training events.

Status
This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2020 Work Items Completed
- Amended FY 2020 UPWP as needed
- Submitted UPWP quarterly invoices to MoDOT
- Developed the FY 2021 UPWP
- Conducted four public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Prepared and transmitted UPWP quarterly progress reports to MoDOT
- Participated in the Feb. 2020 Statewide Planning Partner meeting

FY 2021 Work Items
- Develop the FY 2022 UPWP
- Make any necessary amendments to the FY 2021 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Increase engagement through the use of social media and online tools

Public Participation
Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2021 End Products
- FY 2022 UPWP
- Any necessary amendments to the FY 2021 UPWP
- Four (4) quarterly progress reports submitted to MoDOT
- A new JATSO website

Schedule for Completion
This work is ongoing.

Budget
Federal Share (80%): $88,364 Local Share (20%): $22,091 Total: $110,455

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year and will prepare an update in FY 2021.

Status

The JATSO FY 2020-2023 TIP was developed throughout the final quarter of FY 2019 and was modified or amended as necessary through FY 2020. A new TIP will be created and adopted by the end of FY 2021.

FY 2020 Work Items Completed

- Staff maintained and monitored the projects in the JATSO FY 2020-2023 TIP
- Staff updated the 2020-2023 TIP as needed
- Prepared the FY 2019 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support the MoDOT safety and transit target measures
- Incorporated target measures into the TIP and MTP as needed

FY 2021 Work Items

- Create and adopt the 2022-2025 TIP
- Prepare the FY 2020 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Plan and coordinate projects that support JATSO transportation infrastructure
- Conduct Public Meetings for TIP adoption and amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2021 End Products

- Board approved FY 2022-2025 TIP
- FY 2020 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2020 through October 31, 2021.

Budget

Federal Share (80%): $41,285 Local Share (20%): $10,321 Total: $51,606

Task 3 – Long Range Transportation Planning

Objective

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP).

There are two main projects in Task 3 for FY 2021: completing the MTP update and retain consulting services for active transportation.

Status

JATSO's MTP is being updated with the help of Olsson, Inc. The majority of the MTP update is completed. The final product will be finished by the end of calendar year 2020 and adopted by the JATSO Policy Board in January 2021.

Due to increased interest in active transportation in the JATSO planning area, JATSO will be seeking consulting services to engage and educate community residents and leaders on active transportation and develop specific and creative recommendations for connectivity projects.

FY 2020 Work Items Completed

- Initiated MTP update with Olsson, Inc.
    - Held core team meetings with relevant staff working on MTP
    - Conducted stakeholder meetings and two public meetings virtually due to COVID-19
    - Reviewed drafts of sections as completed

FY 2021 Work Items

- Submit final draft of 2045 MTP to MoDOT and ONE DOT for review
- Present 2045 MTP to JATSO Policy Board for adoption
- Retain professional services to expand assessment and recommendations for active transportation infrastructure, education, and engagement

Public Participation

- JATSO will work with the active transportation consultant to develop a public engagement strategy that meets federal requirements and JATSO's Public Participation Plan.

FY 2021 End Products

- Completed and adopted 2045 MTP
- Active transportation network inventory with recommendations for community engagement, education, and recommendations for connectivity projects with an action plan and potential timeline

Schedule for Completion

Both the MTP and the active transportation inventory and recommendations will be completed by the end of FY 2021.

Budget

Federal Share (80%): $139,524 Local Share (20%): $34,881 Total: $174,405

Task 4 – Transit Planning

Objective

The Transit Coordinator will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. The Transit Coordinator will conduct long and short-range transit planning responsibilities.

Status

The Transit Coordinator continues with program support and administration.

FY 2020 Work Items Completed

- Transit Coordinator monitored the MAPS and collected data and information.
- Transit Coordinator monitored the Sunshine Lamp Trolley system.
- Transit Coordinator planned for the development of a transfer station and updated trolley routes.

FY 2021 Work Items

- The Transit Coordinator collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The Transit Coordinator and JATSO staff use data and information to complete short and long-range planning responsibilities.
- The Transit Coordinator monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update TAMP plan if necessary.
- The Transit Coordinator will continue to plan for the development of a transfer station and updated trolley routes with available resources.

Public Participation

The Transit Coordinator and MPO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2021 End Products

- The Transit coordinator carries out the daily operations of MAPS.
- The Transit coordinator provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2020 through October 31, 2021.

Budget

Federal Share (80%): $68,282 Local Share (20%): $17,071 Total: $85,353

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2020 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- TransCAD software license renewed through ESRI

FY 2021 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintaining the GIS website

FY 2021 End Products

- Maintain GIS layers
- Update street, subdivision, zoning, and property ownership layers.
- Update aerial photography and contour, flood plain, census, environmental and traffic count layers as needed.
- Update data and maps to reflect change in transit/multi-modal facilities
- Update ArcMap software license through ESRI – $15,326
- Update TransCAD software license through ESRI – $2,400

Schedule for Completion

Activities will be on-going from November 1, 2020 through October 31, 2021.

Budget

Federal Share (80%): $48,717 Local Share (20%): $12,179 Total: $60,896

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 88,364	$ -	$ 22,091	$ 110,455
Short Range Transportation Planning	$ 41,285	$ -	$ 10,321	$ 51,606
Long Range Transportation Planning	$ 139,524	$ -	$ 34,881	$ 174,405
Transit Planning	$ -	$ 68,282	$ 17,071	$ 85,353
Geographic Information Systems	$ 48,717	$ -	$ 12,179	$ 60,896
Total	$ 317,890	$ 68,282	$ 96,543	$ 482,715

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$317,890
5307 Funds	$68,282
Local Match	$96,543
Total Funds Allocated	$482,715

CPG Balance Tracking

FY 2020	
CPG balance on 10/31/19	$937,364
FY 2020 CPG allocation	$212,470
FY 2020 CPG funds expended on 4/30/20	$(107,405)
FY 2020 CPG funds to be expended by 10/31/2020	$(250,000)
Estimated Ending FY 2020 Balance	$792,429
FY 2021	
Estimated FY 2021 Allocation	$212,470
CPG Funds Available for FY 2021	$1,004,899
Programmed CPG Funds for FY 2021 UPWP	$(317,890)
Estimated Remaining Unprogrammed Balance	$687,009

JATSO Information

Organizational Chart

- Taylor Cunningham, Senior Transportation Planner (1.0 FTE)
- Robert Lolley, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Patricia Heagel, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Lindsay Dunn, Clerk (0.25 FTE)
- David Hertzberg, JATSO Board Chairman (0.1 FTE)
- Dan Johnson, Public Works Assistant Director (0.1 FTE)
- Lynden Lawson, Public Works Director of Operations (0.1 FTE)

Employee	Task 1	Task 2	Task 3	Task 4	Task 5
Taylor Cunningham	X	X	X		
Robert Lolley				X	
John Gilligan					X
Troy Bolander	X	X	X		
Patricia Heagel	X	X	X		
Mallory Wicklund	X				
Lindsay Dunn	X				
David Hertzberg		X	X		
Lynden Lawson		X	X		
Dan Johnson		X	X		

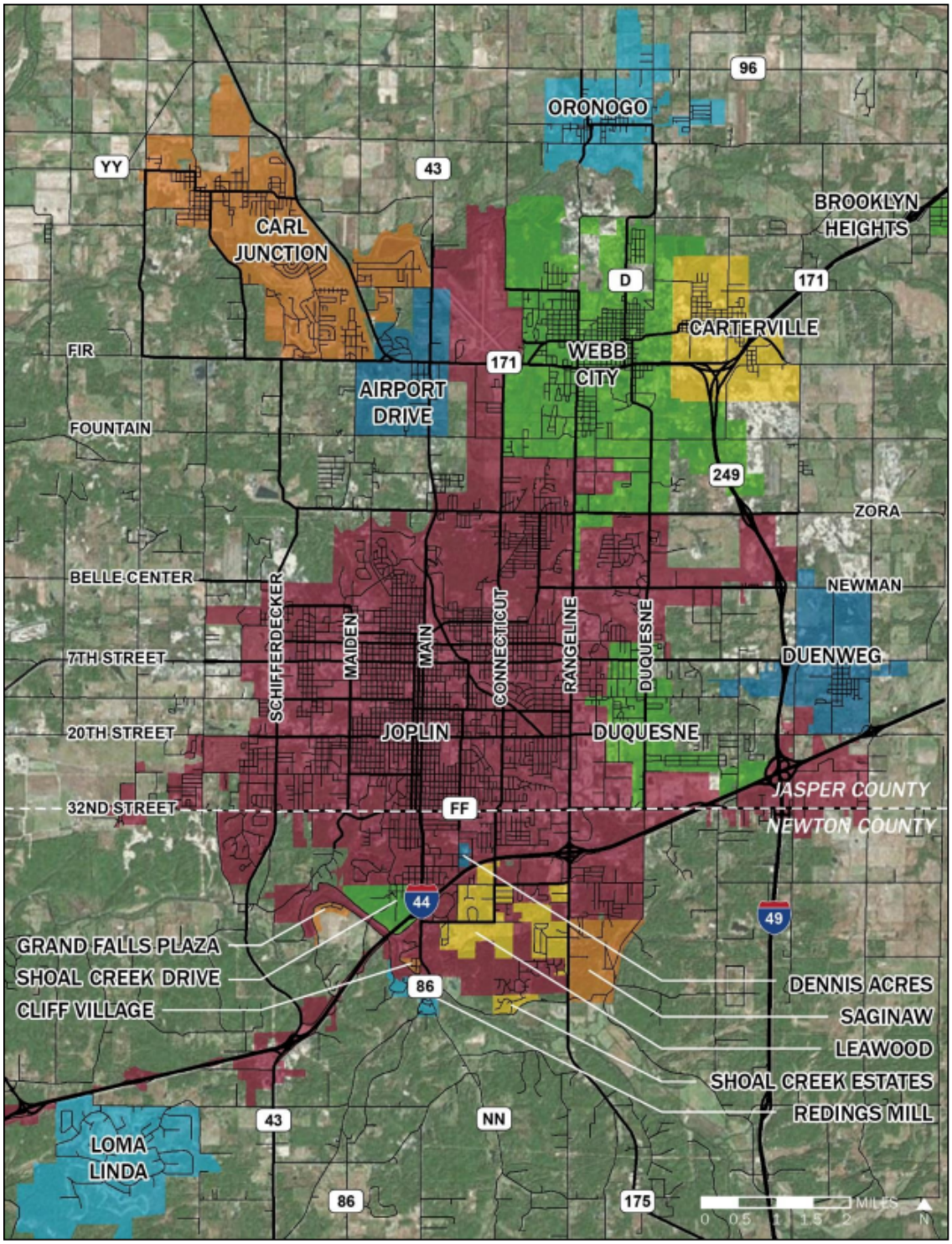
Voting Members

Name	Title	Agency
Darieus Adams	Commissioner	Jasper County
Bill Reiboldt	Commissioner	Newton County
David Hertzberg	Director of Public Works	City of Joplin
Dave Taylor	Southwest District Area Engineer	Missouri Department of Transportation
Troy Bolander	Director of Planning, Development and Neighborhood Services	City of Joplin
Carl Francis	City Administrator	Webb City
Steve Lawver	City Administrator	Carl Junction
Robert Lolley	Transit Coordinator	City of Joplin
Gerritt Brinks	Director	Harry S. Truman Coordinating Council
Steve Stockham	Airport Manager	City of Joplin
Dan Johnson	Assistant Director of Public Works – Engineering	City of Joplin
Lynden Lawson	Assistant Director of Public Works – Operations	City of Joplin

Alternate Voters

Name	Title	Agency
Frank Miller	Southwest District Planning Manager	Missouri Department of Transportation
Carole Meyer	Transportation Planner	Harry S. Truman Coordinating Council

JATSO Metropolitan Planning Area (MPA)



Source: TranSystems, 2017

Approved by the JATSO Board in May 2018.

Designated by Governor Bond in May 1983.