JOPLIN CITY COUNCIL
REGULAR MEETING AMENDED AGENDA
MONDAY, OCTOBER 3, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Semi-Annual Insurance Update By Segal

      Documents:

      2023 INSURANCE BUDGET PROJECTIONS BY SEGAL.PDF

   2. Project Moody Blue Presentation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2022-282
      AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1-PD (Neighborhood Commercial Planned Development) and including in District C-O (Neighborhood Office) property as described below and located at 1234

N. Duquesne Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-282SUMMARY.PDF
CB2022-282REPORT.PDF
CB2022-282APP MATERIALS.PDF
CB2022-282MINUTES.PDF
CB2022-282.PDF

3. CASE NO. 052-22
Site Plan Review – 2014 S Range Line Rd & 2019 S Highview Ave. - Whataburger.

Documents:

052-22SUMMARY.PDF
052-22MINUTES.PDF
052-22 STAFF REPORT.PDF
052-22MAP.PDF

4. COUNCIL BILL NO. 2022-283
AN ORDINANCE amending Ordinance No. 2022-284, passed by the Council of the City of Joplin, Missouri, October 3, 2022, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 1911 and 2001 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-283SUMMARY.PDF
CB2022-283MINUTES.PDF
CB2022-283REPORT.PDF
CB2022-283APPMATERIALS.PDF
CB2022-283.PDF

8. Consent Agenda

1. Minutes Of The September 19, 2022, City Council Meeting

Documents:

SEPTEMBER 19, 2022 MINUTES.PDF

2. COUNCIL BILL NO. 2022-281
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:

CB2022-281.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2022-149
AN ORDINANCE authorizing the City of Joplin to enter into a construction agreement with McClanahan Construction Co. Inc., in the amount of One Million, Two Hundred Thousand and 00/100 Dollars ($1,200,000.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility Intermediate Screw Pump Replacement on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

Documents:

JCN - GREEN SHEET 2022-149 SUMMARY SHEET - INTERMEDIATE SCREW PUMP REPLACEMENT.PDF
00500 CONTRACT 2022.PDF
BID SUMMARY TURKEY CREEK INTERMEDIATE SCREW REPLACEMENT.PDF
2022 09 19 NICHOLS TO LAWSON - RECOMEND AWARD TO MCCLANAHAN.PDF
JCN - CB-2022-149 INTERMEDIATE SCREW PUMP REPLACEMENT.PDF

2. COUNCIL BILL NO. 2022-451
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2022 and running through September 30, 2023, for the amount of up to Six Hundred Eleven Thousand, Eight Hundred Thirteen Dollars and no Cents ($611,813.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri: and containing an emergency clause.

Documents:

CB2022-451-SUMMARY SHEET.PDF
CB2022-451-COUNCIL BILL.PDF
CB2022-451-SUPPLEMENTAL ITEM CONTRACT.PDF

11. **Ordinances - First Reading**

    1. COUNCIL BILL NO. 2022-284
       AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades Plat 1 located at 3330 & 3332 N. St. Louis Ave. in the City

       of Joplin, Jasper County, Missouri.

       Documents:

       CB2022-284SUMMARY.PDF
       CB2022-284MINUTES.PDF
       CB2022-284STAFF REPORT.PDF
       CB2022-284PLAT.PDF
       CB2022-284MAP.PDF
       CB2022-284.PDF

    2. COUNCIL BILL NO. 2022-611
       AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

       Documents:

       CB 2022-611 SUMMARY COJ AGREEMENT W OAKHURST SIGNS AND GRAPHICS RE CVB WAYFINDING SIGNAGE.PDF
       COJ - OAKHURST SIGNS AND GRAPHICS - REPLACEMENT OF EXISTING WAYFINDING SIGNS THROUGHOUT THE CITY OF JOPLIN.PDF
       OAKHURST CONCEPT DESIGNS 092322.PDF
       CB 2022-611 ORDINANCE COJ AGREEMENT W OAKHURST SIGNS AND GRAPHICS RE CVB WAYFINDING SIGNAGE (002).PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 2:38 PM on this 29th day of September 2022 (RSMo 610.020)

City of Joplin, MO

Healthcare Budget Projections January 1, 2023

October 3, 2022 / Kimberly Wixson

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Segal

Agenda

1. Executive Summary
2. Budget Projections
3. Assumptions
4. Medical and Prescription Drug Large Claimant Exhibit
5. 2023 Renewals
6. City Contribution Structure
7. Current 2022 Monthly Contribution Rates
8. Projected 2023 Projected Monthly Contribution Rates
9. Historical Insurance Premium Rates & Vendor Fees
10. Appendix: Financial History – 2021 & 2022 YTD Financial Statements

Executive Summary

- The City experienced a deficit in calendar year 2021 and a modest year-to-date operating surplus so far in calendar year 2022. The City is expected to experience an overall surplus by the end of fiscal year 2022.
- 2023 contribution rates are projected to change as follows:
  - Medical & prescription drug contribution rates will increase by approximately 6.4%.
  - Dental premium rates and corresponding contribution rates do not change.
  - Vision premium rates and corresponding contribution rates do not change.
  - Life and AD&D insurance premium rates and contributions do not change.
- Projections are based on the assumptions and plan changes described within this report.

Executive Summary *continued*

- The following table demonstrates the historical budget increases from 2013 to present along with the respective year's prospective claims trend based on our Segal Trend Survey:

CY	Single	Family	% Change	PPO Medical Trend *
2013	$358.30	$1,003.26	-	8.8%
2014	$358.30	$1,003.26	0.0%	7.9%
2015	$400.38	$1,121.10	14.3%	7.8%
2016	$417.60	$1,169.32	4.3%	7.8%
2017	$466.82	$1,307.14	11.8%	7.6%
2018	$472.32	$1,322.52	1.2%	7.7%
2019	$472.32	$1,322.52	0.0%	7.1%
2020	$498.88	$1,396.91	5.6%	6.8%
2021	$504.13	$1,411.61	1.1%	7.7%
2022	$545.96	$1,528.72	8.3%	7.3%
2023	$580.67	$1,625.93	6.4%	7.4%

* Based on the 2023 Segal Health Plan Cost Trend Survey

Budget Projections

	Aggregate			PPPM		
12 Months Ending	**Dec-22**	**Dec-23**	**Dec-24**	**Dec-22**	**Dec-23**	**Dec-24**
Income						
City Contributions	$4,977,200	$5,278,500	$5,663,700	$864.10	$916.41	$983.28
Employee Contributions	1,249,900	1,317,800	1,407,600	217.00	228.78	244.38
Retiree/COBRA Contributions	140,800	148,700	159,100	24.44	25.82	27.62
Total Income	**$6,367,900**	**$6,745,000**	**$7,230,400**	**$1,105.54**	**$1,171.01**	**$1,255.28**
Expenses						
Medical	$3,810,300	$4,045,200	$4,296,500	$661.51	$702.29	$745.92
Prescription Drug	1,592,100	1,719,500	1,857,000	276.41	298.52	322.40
Prescription Drug Rebates	(398,000)	(429,900)	(464,300)	(69.10)	(74.64)	(80.61)
Dental Premium	309,300	309,300	318,500	53.70	53.70	55.30
Vision Premium	42,900	42,900	44,200	7.45	7.45	7.67
Life Insurance Premium	85,300	85,300	85,300	14.81	14.81	14.81
Stop-Loss Insurance Premium	660,100	759,200	873,000	114.60	131.81	151.56
ASO / EAP Fees	207,600	207,600	213,800	36.04	36.04	37.12
ACA Fees	3,200	3,300	3,400	0.56	0.57	0.59
Total Expenses	**$6,312,800**	**$6,742,400**	**$7,227,400**	**$1,095.98**	**$1,170.55**	**$1,254.76**
Operating Surplus (Deficit)	**$55,100**	**$2,600**	**$3,000**	**$9.56**	**$0.46**	**$0.52**
Enrollment	480	480	480	480	480	480
Beginning Fund Assets	**$1,945,284**	**$2,000,384**	**$2,002,984**			
Ending Fund Assets	**$2,000,384**	**$2,002,984**	**$2,005,984**			
Reserve Months	**3.6**	**3.3**	**3.1**			
Suggested Reserves						
Claims Fluctuation	$2,267,000	$2,416,700	$2,577,200			
Months	4.3	4.3	4.3			
Reserve (Shortfall)/Surplus	**($266,616)**	**($413,716)**	**($571,216)**			

Notes:
- Fund assets are net of incurred but not reported claims.
- Medical and prescription drug claims projections are based on data through July 31, 2022.

Assumptions

	2022	2023	2024
Trend on Expenses			
Medical	7%	7%	7%
Prescription Drug	8%	8%	8%
Dental Premium	Rate Hold	Rate Hold	3%
Vision Premium	Rate Hold	Rate Hold	3%
Life Insurance Premium	Rate Hold	Rate Hold	0%
Accidental Death and Dismemberment	Rate Hold	Rate Hold	0%
Stop-Loss Insurance Premium	1st Year Rate	15%	15%
ASO Fees	Rate Hold	Rate Hold	3%
Enrollment			
Actives	467	467	467
Retirees/COBRA	13	13	13

Notes:
-The percentage changes for self-funded medical and prescription drug are based on trend factors.
-The percentage changes shown for the remaining expenses, are based on actual premiums and fees if known or illustrative increases if unknown.
-Historical premiums and fees are found on page 12 and 13 of this report.

The projections in this report are estimates of future costs and are based on information available to Segal at the time the projections were made. Segal has not audited the information provided. Projections are not a guarantee of future results. Actual experience may differ due to, but not limited to, such variables as changes in the regulatory environment, local market pressure, trend rates, and claims volatility. The accuracy and reliability of projections decrease as the projection period increases.

The Coronavirus (COVID-19) pandemic continues to evolve and will likely continue to impact the US economy and health plan claim projections for most Health Plan Sponsors. As a result, projections could be significantly altered by emerging events. At this point, the full impact on Health Plan claim costs are uncertain. Unless specifically noted, this current report does not include any adjustments such as changes in eligibility, income, increases in healthcare costs or decreased investment returns. Additionally, the potential for federal or state fiscal relief is also not contemplated in these budget projections. Given the high level of uncertainty and fluidity of the current events, some plans may seek periodic updated estimates throughout the year to closely monitor health plan budget projections. Additional projections may be out of scope.

Medical and Prescription Drug Large Claimant Exhibit

	January 1, 2019 - December 31, 2019		January 1, 2020 - December 31, 2020		January 1, 2021 - December 31, 2021		January 1, 2022 - July 31, 2022		Total	
	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount
$50,000 - $99,999	7	$482,832	8	$510,735	12	$809,408	3	$219,778	30	$2,022,752
$100,000 - $149,999	1	$113,596	3	$350,277	7	$859,854	4	$472,319	15	$1,796,046
$150,000 - $199,999	0	$0	1	$187,358	1	$154,718	0	$0	2	$342,076
$200,000 - $249,999	1	$212,195	0	$0	0	$0	0	$0	1	$212,195
$250,000 - $499,999	0	$0	2	$579,352	0	$0	1	$296,441	3	$875,793
$500,000 - $999,999	0	$0	0	$0	1	$522,055	0	$0	1	$522,055
Greater than or Equal to $1 million	0	$0	1	$1,011,624	0	$0	0	$0	1	$1,011,624
Total	9	$808,623	15	$2,639,346	21	$2,346,034	8	$988,538	53	$6,782,542
Percent Change from Previous Year			66.7%	226.4%	40.0%	-11.1%	-61.9%	-57.9%		
Total Claims	$4,270,798		$5,820,368		$5,721,037		$3,162,841		$18,975,043	
Percent of Total Claims	18.9%		45.3%		41.0%		31.3%		35.7%	

Data from 2019 and 2020 is provided by Anthem. Data from 2021 includes Anthem run-out and data from UMR. Data from January through July 2022 is from UMR.

2023 Renewals

The budget projections and monthly contribution rates reflect the following renewal rates:

- **ASO Fees and Stop-Loss Premium**
  - UnitedHealthcare (UHC) replaced Anthem as the new administrative services and stop-loss vendor effective January 1, 2021. The current UHC fees are guaranteed for 3 years through December 31, 2023.
  - The 2023 stop-loss premium rate reflects an assumed 15% increase to the current premium. The 2023 renewal is expected to be ready in October 2022.
- **Dental Premium**
  - Delta Dental replaced Cigna as the new dental services vendor effective January 1, 2021. The current premium rates were guaranteed for 2 years through December 31, 2022.
  - Delta Dental initially proposed a 4% increase to premium rates which would have been effective for 2 years through December 31, 2024. Following our negotiations with Delta Dental, they have agreed to hold the current rate for one year, effective January 1, 2023 through December 31, 2023.
- **Symetra Life and AD&D Premium**
  - The current premium rates are guaranteed for 3 years through December 31, 2023.
  - Life and AD&D contribution rates will not change consistent with the rate guarantee.
- **Long Term Disability Premium**
  - MetLife replaced Guardian as the new long-term disability vendor effective January 1, 2021. The current premium rate is guaranteed for 3 years through December 31, 2023.

City Contribution Structure

- **Medical & Prescription Drug** – The City pays 100% of the medical and prescription drug costs for single coverage; whereas, the City's cost share for family coverage is 75% with the employee covering the other 25%.
- **Dental** – The City and employee each pay a portion for both single and family coverage. For single coverage, the City's cost share is 70%. For family coverage, the City's cost share is 65%.
- **Life** – The City provides 1.5 times the annual salary in life insurance benefits at no cost to the employee. Employees can purchase additional life insurance coverage as a voluntary benefit at full cost.
- **Vision** – Vision coverage is offered on a voluntary basis, and 100% is paid by employees.

Current 2022 Monthly Contribution Rates

City Contributions	Single	Family		
PPO	$545.96	$1,146.54		
Dental Insurance	$19.58	$48.34		
Employee Basic Life Insurance	Contributions vary by age and salary			
Employee Contributions	**Single**	**Family**	**Employee + Spouse**	**Employee + Child(ren)**
PPO	$0.00	$382.18		
Dental Insurance	$8.38	$26.02		
Vision - Exam Only	$1.44	$4.22	$2.72	$2.88
Vision - Plan H	$5.34	$15.66	$10.12	$10.66
Employee Supplemental Life - $50,000	Contributions vary by age			
Spouse Voluntary Life - $25,000	Contributions vary by age			
Child(ren) Voluntary Life - $10,000	$.70 per child			
COBRA/Retiree Contributions	**Single**	**Family**	**Employee + Spouse**	**Employee + Child(ren)**
PPO	$556.88	$1,559.30		
Dental Insurance	$28.52	$75.84		
Vision - Exam Only	$1.48	$4.30	$2.78	$2.94
Vision - Plan H	$5.44	$15.98	$10.32	$10.88

Projected 2023 Monthly Contribution Rates

City Contributions	Single	% Change	Family	% Change
PPO	$580.67	6.4%	$1,219.45	6.4%
Dental Insurance	$19.58	0.0%	$48.34	0.0%
Employee Basic Life Insurance	Contributions vary by age and salary			

Employee Contributions	Single	% Change	Family	% Change	Employee + Spouse	% Change	Employee + Child(ren)	% Change
PPO	$0.00	0%	$406.48	6.4%				
Dental Insurance	$8.38	0.0%	$26.02	0.0%				
Vision - Exam Only	$1.44	0.0%	$4.22	0.0%	$2.72	0.0%	$2.88	0.0%
Vision - Plan H	$5.34	0.0%	$15.66	0.0%	$10.12	0.0%	$10.66	0.0%
Employee Supplemental Life - $50,000								
Spouse Voluntary Life - $25,000								
Child(ren) Voluntary Life - $10,000								

COBRA/Retiree Contributions	Single	% Change	Family	% Change	Employee + Spouse	% Change	Employee + Child(ren)	% Change
PPO	$592.28	6.4%	$1,658.46	6.4%				
Dental Insurance	$28.52	0.0%	$75.84	0.0%				
Vision - Exam Only	$1.48	0.0%	$4.30	0.0%	$2.78	0.0%	$2.94	0.0%
Vision - Plan H	$5.44	0.0%	$15.98	0.0%	$10.32	0.0%	$10.88	0.0%

Historical Insurance Premium Rates & Vendor Fees

Symetra Basic Life and AD&D	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023	Next Renewal
Life Premium Per $1,000 of Coverage	$0.098	$0.098	$0.115	$0.115	$0.098	$0.098	$0.098	01/01/2024
AD& D Premium Per $1,000 of Coverage	$0.020	$0.020	$0.020	$0.020	$0.020	$0.020	$0.020	01/01/2024

Symetra Supplemental Life	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023	Next Renewal
Premium Per $1,000 of Coverage - By Age								
Under 25	$0.05	$0.05	$0.05	$0.05	$0.04	$0.04	$0.04	01/01/2024
25 - 29	$0.05	$0.05	$0.05	$0.05	$0.04	$0.04	$0.04	
30 - 34	$0.05	$0.05	$0.05	$0.05	$0.04	$0.04	$0.04	
35 - 39	$0.08	$0.08	$0.08	$0.08	$0.06	$0.06	$0.06	
40 - 44	$0.12	$0.12	$0.12	$0.12	$0.10	$0.10	$0.10	
45 - 49	$0.19	$0.19	$0.19	$0.19	$0.15	$0.15	$0.15	
50 - 54	$0.33	$0.33	$0.33	$0.33	$0.24	$0.24	$0.24	
55 - 59	$0.53	$0.53	$0.53	$0.53	$0.36	$0.36	$0.36	
60 - 64	$0.71	$0.71	$0.71	$0.71	$0.49	$0.49	$0.49	
65 - 69	$1.11	$1.11	$1.11	$1.11	$0.73	$0.73	$0.73	
70 - 74	$1.67	$1.67	$1.67	$1.67	$1.57	$1.57	$1.57	
75 +	$2.90	$2.90	$2.90	$2.90	$2.73	$2.73	$2.73	
Child Rate	$0.07	$0.07	$0.07	$0.07	$0.07	$0.07	$0.07	

Anthem Specific Stop-Loss	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023	Next Renewal
Single		$40.24	$45.07	$65.73				Terminated
Family		$128.82	$144.28	$141.40				
Composite	$81.90							
Specific Deductible	$150,000	$150,000	$150,000	$150,000				
UnitedHealthcare Specific Stop-Loss								
Single					$67.38	$57.57	TBD	01/01/2023
Family					$168.45	$173.57	TBD	
Composite								
Specific Deductible					$150,000	$175,000	TBD	

Historical Insurance Premium Rates & Vendor Fees

continued

Anthem BCBS Medical and Drug ASO / EAP	**01/01/2017**	**01/01/2018**	**01/01/2019**	**01/01/2020**	**01/01/2021**	**01/01/2022**	**01/01/2023**	**Next Renewal**
Per Employee Per Month	$41.10	$41.10	$41.10	$41.10				Terminated
UnitedHealthcare Medical and Drug ASO / EAP								
Per Employee Per Month					$32.77	$32.77	$32.77	01/01/2024

Cigna Dental	**01/01/2017**	**01/01/2018**	**01/01/2019**	**01/01/2020**	**01/01/2021**	**01/01/2022**	**01/01/2023**	**Next Renewal**
Single	$26.74	$28.57	$28.57	$30.00				
Family	$71.05	$75.99	$75.99	$79.79				
Delta Dental								
Single					$27.96	$27.96	$27.96	01/01/2025
Family					$74.36	$74.36	$74.36	

EyeMed Vision Exam Only	**01/01/2017**	**01/01/2018**	**01/01/2019**	**01/01/2020**	**01/01/2021**	**01/01/2022**	**01/01/2023**	**Next Renewal**
Single	$1.43	$1.43	$1.43	$1.43	$1.43	$1.43	$1.43	01/01/2024
EE + 1	$2.72	$2.72	$2.72	$2.72	$2.72	$2.72	$2.72	
EE + Children	$2.87	$2.87	$2.87	$2.87	$2.87	$2.87	$2.87	
Family	$4.22	$4.22	$4.22	$4.22	$4.22	$4.22	$4.22	

EyeMed Vision Plan H	**01/01/2017**	**01/01/2018**	**01/01/2019**	**01/01/2020**	**01/01/2021**	**01/01/2022**	**01/01/2023**	**Next Renewal**
Single	$5.33	$5.33	$5.33	$5.33	$5.33	$5.33	$5.33	01/01/2024
EE + 1	$10.12	$10.12	$10.12	$10.12	$10.12	$10.12	$10.12	
EE + Children	$10.65	$10.65	$10.65	$10.65	$10.65	$10.65	$10.65	
Family	$15.65	$15.65	$15.65	$15.65	$15.65	$15.65	$15.65	

Appendix: 2021 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Beginning Balance	$3,229,976	$3,342,933	$3,248,224	$3,302,107	$3,160,424	$3,097,308	$2,941,561	$2,795,841	$2,832,465	$3,002,364	$3,173,137	$3,058,081	$3,229,976
Income													
City Contributions	$399,629	$397,127	$396,562	$410,795	$397,996	$391,275	$19,940	$770,799	$205,394	$574,547	$389,998	$425,198	$4,779,259
Employee Contributions[1]	114,370	109,716	109,070	114,357	110,171	109,586	26,358	198,278	60,509	156,529	115,254	127,861	1,352,061
Interest Income	-	-	-	-	-	-	-	-	-	1,767	-	-	1,767
Total	$513,999	$506,843	$505,632	$525,152	$508,167	$500,861	$46,298	$969,078	$265,903	$732,843	$505,252	$553,059	$6,133,086
Expense													
Medical[2]	$218,912	$363,626	$221,043	$512,841	$527,229	$419,746	($123,117)	$698,869	$168,247	$369,352	$339,303	$736,051	$4,452,104
Workplace Wellness Grant	-	-	-	-	-	-	-	-	-	(9,977)	-	-	(9,977)
Stop Loss Reimbursements	(17,294)	-	-	(140,803)	(235,912)	-	51,210	-	-	-	-	-	(342,799)
Prescription Drug	65,194	110,299	108,227	162,791	129,263	116,191	147,511	113,231	134,917	88,180	131,269	156,807	1,463,880
Prescription Drug Rebates[3]	-	-	-	-	-	-	-	-	(325,301)	-	-	-	(325,301)
Dental Premium	26,283	26,627	26,330	26,330	25,995	26,338	25,530	26,431	26,004	25,911	25,613	26,143	313,534
Vision Premium	3,707	3,698	3,652	3,636	3,623	3,659	3,585	3,683	3,573	3,580	3,521	3,623	43,541
Life Premium	7,333	7,408	7,299	7,698	7,414	7,309	7,309	7,017	7,117	7,094	7,035	7,152	87,186
Stop-Loss Premium	62,967	62,091	59,227	60,238	57,610	57,576	58,014	59,294	55,319	56,566	57,239	57,206	703,346
Medical Administration	48,842	24,706	22,949	31,178	52,944	22,717	19,048	20,114	13,673	18,357	52,199	19,756	346,482
Special Events & Promotions	(14,900)	180	105	10	200	155	10	454	5	91	10	(14,995)	(28,675)
ACA Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Administration[4]	-	2,917	2,917	2,917	2,917	2,917	2,917	3,360	12,450	2,917	4,119	2,922	43,267
Total	$401,042	$601,552	$451,749	$666,835	$571,282	$656,609	$192,017	$932,454	$96,004	$562,070	$620,309	$994,664	$6,746,587
Operating Surplus/(Deficit)	$112,957	($94,708)	$53,883	($141,683)	($63,115)	($155,748)	($145,720)	$36,624	$169,899	$170,773	($115,056)	($441,605)	($613,501)
Ending Balance	$3,342,933	$3,248,224	$3,302,107	$3,160,424	$3,097,308	$2,941,561	$2,795,841	$2,832,465	$3,002,364	$3,173,137	$3,058,081	$2,616,475	$2,616,475
Active/COBRA Lives	489	486	487	487	487	483	476	477	481	475	473	470	481
Retiree Lives	9	9	9	10	10	10	12	11	9	10	11	11	10
Total	498	495	496	497	497	493	488	488	490	485	484	481	491

[1] *Employee contributions include Retiree and COBRA contributions.*

[2] *Medical and prescription drug payments are combined on the financial statements prepared by the City. We have estimated monthly medical claims using monthly prescription drug claims as reported by the network carriers.*

[3] *Prescription drug rebates from UHC are received on a quarterly basis.*

[4] *Administration Expense includes "Operating Equipment" and "Building Improvements" line items from financial statements.*

Appendix: 2022 YTD Financial Statement

	January	February	March	April	May	June	July	Total
Beginning Balance	$2,616,475	$2,796,174	$2,911,630	$3,057,491	$2,918,729	$2,855,614	$2,699,861	$2,616,475
Income								
City Contributions	$424,682	$421,033	$417,552	$407,907	$410,025	$397,199	$406,277	$2,884,674
Employee Contributions[1]	118,716	109,147	118,545	112,854	110,076	113,738	114,022	797,098
Interest Income	-	-	-	-	500	150	122	772
Total	$543,397	$530,180	$536,097	$520,760	$520,601	$511,087	$520,421	$3,682,544
Expense								
Medical[2]	$267,048	$193,034	$179,471	$453,994	$408,642	$384,964	$188,520	$2,075,673
Workplace Wellness Grant	-	-	-	-	-	-	-	-
Stop Loss Reimbursements	-	(10,894)	-	-	-	-	-	(10,894)
Prescription Drug	109,220	117,631	153,285	124,696	124,194	149,977	264,622	1,043,625
Prescription Drug Rebates[3]	(128,673)	-	-	(95,960)	-	-	-	(224,634)
Dental Premium	26,218	26,255	26,366	25,836	25,687	25,390	24,691	180,442
Vision Premium	3,594	3,599	3,570	3,543	3,527	3,537	3,496	24,866
Life Premium	7,332	7,153	7,238	7,252	7,143	6,939	6,703	49,760
Stop-Loss Premium	55,819	56,108	56,222	54,777	54,200	54,432	53,105	384,662
Medical Administration	19,751	17,718	20,905	18,759	19,167	19,153	19,275	134,728
Special Events & Promotions	475	1,205	101	93	(4,282)	(632)	(533)	(3,572)
ACA Fees	-	-	-	-	-	-	-	-
Administration[4]	2,917	2,917	2,917	2,917	2,917	2,917	2,917	20,417
Total	$363,699	$414,723	$450,076	$595,907	$641,195	$646,678	$562,795	$3,675,072
Operating Surplus/(Deficit)	$179,698	$115,456	$86,022	($75,146)	($120,594)	($135,591)	($42,374)	$7,471
Ending Balance	$2,796,174	$2,911,630	$2,997,652	$2,982,345	$2,798,135	$2,720,023	$2,657,487	$2,657,487
Active/COBRA Lives	470	469	468	464	453	447	441	459
Retiree Lives	11	11	11	10	11	11	11	11
Total	481	480	479	474	464	458	452	470

[1] *Employee contributions include Retiree and COBRA contributions.*

[2] *Medical and prescription drug payments are combined on the financial statements prepared by the City. We have estimated monthly medical claims using monthly prescription drug claims as reported by the network carriers.*

[3] *Prescription drug rebates from UHC are received on a quarterly basis. Includes pharmacy credit.*

[4] *Administration Expense includes "Operating Equipment" and "Building Improvements" line items from financial statements.*

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-282 – Rezone C-1-PD to C-O

MEETING DATE:
October 3, 2022

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 051-22: 1234 N Duquesne Rd.– A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-O (Commercial Office) for future residential development – Terra N Baugh

BACKGROUND:
This request to rezone to C-O is along the N. Duquesne Rd. corridor. The Comprehensive Plan does indicate that this is future retail commercial in the Future Land Use Map. This zoning would permit uses that are generally less intense than those in C-1.

PLANNING & ZONING COMMISSION TESTIMONY:
Terra Baugh, 4102 College View Dr. Joplin, Missouri. Ms. Baugh stated she is ready to make this property into two apartments or a duplex because this was originally a photography business. That is why she has applied to rezone.

PUBLIC COMMENT;
None

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-282.
Planning & Zoning Commission recommends approval for Case 051-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: September 12, 2022
City Council Meeting: October 3, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 051-22 A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-O (Non-retail Commercial) for future residential development

LOCATION 1234 N. Duquesne Rd.

APPLICANT Terra N. Baugh

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1-PD	Vacant Office Space	0.39

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Duquesne Rd.	Collector	60'
E. College View Dr.	Local	100'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. This area of Duquesne Rd. is identified as future retail commercial. While C-O does not permit many, if any, retail uses, it does permit other commercial uses such as offices that are appropriate at this location.

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

The current zoning of C-1-PD is suitable for the property. N. Duquesne Rd. is a collector-level street and sees relatively moderate to high traffic levels. This context is appropriate for uses permitted in C-1 zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. C-O zoning permits uses that are lower in intensity than C-1.

DISCUSSION

This request to rezone to C-O is along the N. Duquesne Rd. corridor. The Comprehensive Plan does indicate that this is future retail commercial in the Future Land Use Map.

Given the relatively moderate to high traffic volume and speeds, as well as the collector classification of Duquesne Rd., this property is generally appropriate for non-retail commercial uses. This zoning would permit uses that are generally less intense than those in C-1.

Staff recommends approval of Case 051-22.

ENCLOSURES

- Map of property
- Application

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: O 51-22
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Terra N. Baugh PHONE: 417-291-2202
ADDRESS: 4102 CollegeView Dr Joplin EMAIL: Terranbaugh@aol.com
OWNER: PHONE:
ADDRESS: SAA EMAIL: SAA

LOCATION/ADDRESS OF PROPERTY: 1234 N. Duquesne Rd. Joplin MO

Present Zoning C1PD Requested Zoning: CO Acreage:
Present Use of Property: Photography Studio

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R1	
South	C1-PD, C3-PD, R1, R2	
East	R1	
West	R3-PD	

Character of the Neighborhood: dwelling Rentals, Agricultural, houses, Commercial offices, gas station

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: I have been trying to sell the building for more than six (6) years with MINIMAL interest. (Perhaps 3 inquiries)

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes - Kyle Denham - Architect has all plans
2. Consistent with Future Land Use Map? ?

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: DUQUESNE & COLLEGE VIEW DR
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED 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: _____

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. Must be legible.
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 and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Terra N Baugh DATE: 2 Aug 22

TITLE: Owner

1234 N Duquesne Road Rezoning statement

describing the reasoning for the redoing, 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.

Reasoning for the redoing: I have been trying to sell the structure as an office building for more than 6 years with minimal interest (only 3 inquiries). I had been using the building for my photography business for more than 20 years when, just after deciding to retire, the building experienced a burst pipe (February 2021) - causing extensive interior damage. I elected to change the layout of the 5300 square foot building at that time – and now wish to reconfigure it into a duplex containing two large residences. This will increase the building's utility and make it more appealing for renters or potential purchasers.

The impact of the proposed change, including any traffic conditions that may result: None that I am aware of. The structure served as a mental health clinic prior to my ownership and was my photography studio until my retirement from that profession. Having two families rent the entire structure should not result in any increased flow, or potential hazards, regarding traffic movement around that location.

Any danger from fire hazards: None that I am aware of. This is merely a planned duplex - not a manufacturing or storage facility with flammable or combustible materials. It is largely a brick building.

How the proposed change may affect the character of the surrounding properties: I do not believe there will be any impact. There are studio rentals to the west (close enough that our parking lots are divided only by a slight rise (barely perceptible) in elevation of the parking lots. There are houses further north - some of which I believe are rentals. To the south is College Skyline Center (a mental health clinic), a (closed) gas/convenience station, and commercial buildings attached to MSSU. To the east is a large agricultural lot belonging to MSSU which they use for hay; and a bit south of that is prairie land used for walking and other activities by MSSU.

How the proposed change will benefit the City of Joplin: I am hoping to renovate the building into a duplex with two large residences – which should help ease the apparent rental unit shortage and generate more tax income for the city. This is better use of the property than its current and vacant status.

Terra Baugh 417-291-2202

Case 051-22: Rezoning

1234 N. Duquesne Rd. -A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-O (Non-retail Commercial) for future residential development.

Terra Baugh, 4102 College View Dr. Joplin, Missouri. Ms. Baugh stated she is ready to make this property into two apartments or a duplex because this was originally a photography business. That is why she has applied to rezone.

Mr. Eastman asked if the Board had any questions for Ms. Baugh.

There were none.

Mr. Eastman asked if anyone wished to speak in favor of Case 051-22.

There were none.

Mr. Eastman asked if anyone wished to speak in opposition of Case 051-22.

There were none.

P & Z Case 051-22
Terra N. Baugh
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-282 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1-PD (Neighborhood Commercial Planned Development) and including in District C-O (Neighborhood Office) property as described below and located at 1234 N. Duquesne Rd., 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. 2022-274 is hereby amended by removing from District C-1-PD (Neighborhood Commercial Planned Development) the following described property and including in District C-O (Commercial Office).

> All of that part of Lot Numbered 62 beginning at the Northeast corner of said Lot Numbered 62 in College Skyline Addition to the City of Joplin, Jasper County, Missouri, thence South 100 feet, thence West 150 feet, thence North 107.7 feet to the South line of College View Drive, thence Southeasterly along the curve to the left 69.80 feet chord distance, thence 80.43 feet to the place of beginning.

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_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
052-22 Site Plan Review – 2014 S Range Line Rd & 2019 S Highview Ave.

MEETING DATE:
October 3, 2022

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 052-22: Site Plan Review – A request to review the Site Plan for a proposed Whataburger Restaurant located primarily on 2014 S Range Line Rd with access provided through 2019 S Highview Ave.

BACKGROUND:
Restaurant developments are permitted by right in the C-3 zoning district, however, the PD Planned Development Overlay requires a Site Plan Review by both the Planning and Zoning Commission and the City Council before development may proceed. The proposed site plan meets all requirements under the zoning code, including, but not limited to, parking minimums and setbacks, landscaping, access management, and property line setbacks.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Patrick DeNavdo, Pittsburgh, PA, spoke as a representative of MS Consultants on the site plan review. He stated he was present to answer any questions the Board may have for Whatabrands, Inc. Questions were answered with respect to stormwater permitting with respect to Joplin Creek and access to the site.

RECOMMENDATIONS:
Staff recommends approval for 052-22.
Planning & Zoning Commission recommends approval for Case 052-22 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Site Plan
Map

Case 052-22: Site Plan Review

2014 S. Range Line Rd & 2019 S. Highview Ave.-A request to review a site plan-Whatabrands, Inc.

Mr. Patrick DeNavdo, Pittsburgh, PA, spoke as a representative of MS Consultants on the site plan review. He stated he was present to answer any questions the Board may have for Whatabrands, Inc.

Mr. Eastman asked Mr. DeNavdo if they had finally worked it out with the EPA and the others about covering the ditch.

Mr. DeNavdo stated, yes, that is still on going with the Corps, but they are still working through that portion.

Mr. Kimble stated that something he had been looking for and maybe was just not set up yet was the planned entry and exit for this restaurant.

Mr. DeNavdo stated it would be off Range Line. He asked Mr. Kimble if he had a set of the plans.

Mr. Bolander stated that each Board member should have a set of the plans as well as the engineering drawings. He stated there is a service drive off Highview.

Mr. Kimble stated he was not a traffic expert, but it seemed very close to a busy intersection. The entrance on the front side on Range Line.

Mr. Bolander stated, yes, it is. They had to get an approval from MODOT. We cannot deny anyone access on the Range Line Road. They put it in the best location they could. There is a shared entrance to the south as well with Enterprise. So, you must measure that distance between those two intersections. So, this is not the ideal spot but the best spot with the location of this property.

Mr. Kimble stated you said they share another entrance with Enterprise.

Mr. Eastman stated yes, on the south side.

Mr. Bolander stated that is showing C-8.

Mr. Eastman asked if there were any questions from the Board on Case 052-22.

Ms. Phillips asked, so nothing will be entering or exiting on Highview.

Mr. Bolander stated, yes, it will be a service drive.

Ms. Phillips stated a service drive.

Mr. Bolander stated that to his understanding it would be there for service deliveries because of the difficulty getting there on Range Line. There is also a median on Range Line so that restricts the turning movements of that traffic. That was presented to this body when they got it rezoned as C-3-PD.

Mr. Eastman asked if there were any other questions from the Board on Case 052-22.

There were none.

Mr. Eastman asked if anyone wanted to speak in favor of Case 052-22.

There were none.

Mr. Eastman asked if anyone wanted to speak in opposition of Case 052-22.

MR. KIMBLE MOVED THAT CASE 052-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Z&P Meeting: September 12, 2022
City Council Meeting: October 3, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 052-22 A request to review the Site Plan for future development.

LOCATION 2014 S. Range Line Rd. & 2019 S. Highview Ave.

APPLICANT Whatabrands, Inc.

PRESENT ZONING C-3-PD

PRESENT LAND USE Vacant

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3/C-1	C-3	C-3/C-3-PD	R-1
Land Use	Auto Service	Retail	Retail	Single-family Residential

SUBDIVISION/TRACT

A part of Kindred's Subdivision.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Range Line Rd.	Arterial	140′
S. Highview Ave.	Local	60′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is partially in the flood plain.

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

No. A shared access point is proposed, which will eliminate one of the existing private access points. A median installed by MoDOT in the center of Range Line Rd. restricts left-turns to only the shared access.

DISCUSSION

Whatabrands is requesting the review of this site plan for a new restaurant location located primarily on 2014 S. Range Line Rd. with addition access through 2019 S. Highview Ave. The developer is awaiting site plan approval before submitting plans for a building permit. No permit will be granted until site plans are approved by the City Council.

Restaurant developments are permitted by right in the C-3 zoning district, however, the PD Planned Development Overlay requires a Site Plan Review by both the Planning and Zoning Commission and the City Council before development may proceed.

The proposed site plan meets all requirements under the zoning code, including, but not limited to, parking minimums and setbacks, landscaping, access management, and property line setbacks.

Joplin Creek runs to the West, coming under Range Line Rd., through the North side of the subject property, and continuing on along E. 20th St. The developer is planning to use box culverts to channel the creek underground, essentially continuing the box culverts that carry the creek under Range Line, until the creek would daylight again behind Jiffy Lube. This work is reviewed by the City, but also reviewed and approved by the Army Corps. of Engineers.

Landscaping is provided along near the building, in the parking lot, and along the street frontage and property lines. This is serviced by an irrigation system. The dumpster is within an enclosure that has additional landscaping screening around it. The site lighting plan indicates that on-site lighting will be below 1 footcandle at each property line.

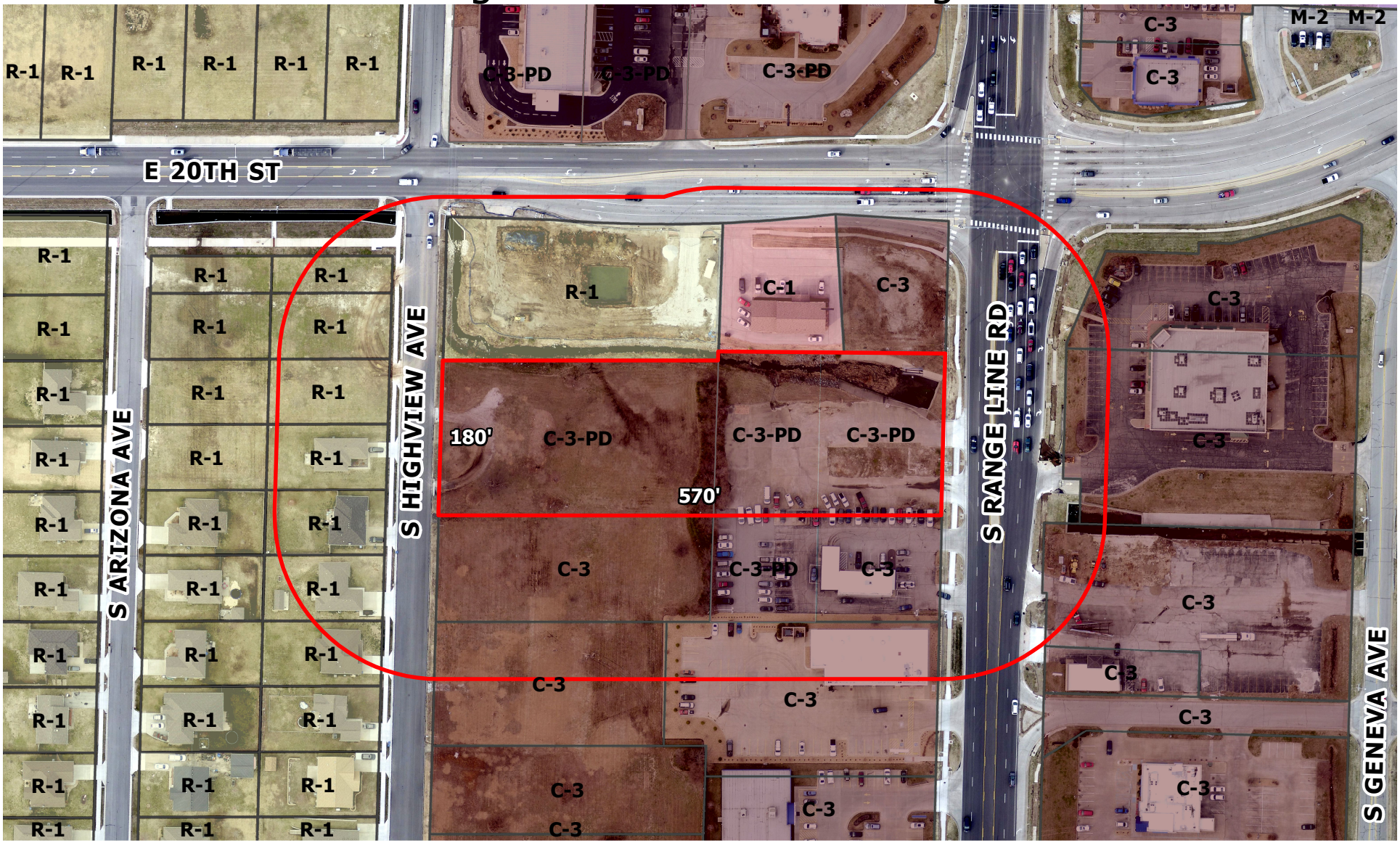
Proposed signage is adequately scaled and meets the requirements of the existing sign code.

Staff recommends approval of Case 052-22.

ENCLOSURES

- Map of property
- Application

Case 052-22: Site Plan Review
2014 S. Range Line Rd. & 2019 S. Highview Ave.



2014 S. Range Line Rd. & 2019 S. Highview Ave. – A request to review a site plan – Whatabrands, Inc.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-283 – Zoning District Change

MEETING DATE:
October 3, 2022

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 048-22: Rezoning - 1911 and 2001 N. Range Line Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Gil Stevens

BACKGROUND:
This request to rezone to C-3 is along the N. Range Line Rd. corridor. This rezoning does coincide with the Future Land Use Map's designation of future retail commercial.

The request is appropriate given the proximity to Range Line Rd., a major arterial corridor in the region. Nearby uses share similar zoning districts, and the residential uses to the East are buffered by a semi-wooded 100' wide railroad right-of-way.

PLANNING & ZONING COMMISSION TESTIMONY:
George Michalopoulus, 1306 S. Range Line Rd., Joplin, Missouri, a representative of this property. Mr. Michalopoulus stated they are proposing to put a Top Golf concept on the driving range of that property. He stated they would like to keep the 9-hole golf course in the back and keep the front putt putt golf and add a kid's putt putt to that area. So, we are proposing to put the new building directly on the driving range. We are trying to incorporate the existing driving range for the Top Golf for what we call "Long Shots." Which is like Top Golf. That allows us to use the infrastructure that is already there on the property the length of the property and all of that. We still want to keep the putt putt to the west, and we would still like to keep the 9-hole golf course to the east. That is our proposal. This is our revision to the proposal.

Mr. Bolander stated he would like to address to Commission to refresh everyone's

memory. The original request was to rezone the whole tract to C-3-PD. There was some opposition from the residents across the railroad tract to the east in that residential neighborhood. Staff feels like this is a fair compromise. They are just restricting that C-3 district to what is adjacent to that Range Line commercial. district. In fact, you can barely see it but to the south of this property the C-3 district extends to the railroad. We did not show it on the map, but you can see the C-3-PD designation. So, the applicant has taken the effort to restrict what they needed to use as C-3 to the Range Line corridor. The distance now between the residential neighborhood and the commercial district is about 1000′ to the north and about since the railroad runs at an angle about 900′ on the south boundary. It is quite a distance from the residential area.

PUBLIC COMMENT;

There were a couple comments provided by citizens during the public hearing portion of this case. These comments tended to regard the original request of the rezoning toward the East near the residential neighborhood bordering the railroad tracks, they were in agreement that this modification brought to you today was a good compromise.

RECOMMENDATIONS:

Staff recommends approving Council Bill 2022-283.
Planning & Zoning Commission recommends approval Case 048-22 (5 in Favor, 0 Opposed, 1 Absent, 1 Abstention)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 048-22: Rezoning

1911 and 2001 N. Range Line Rd.- A request to remove from District R-1 (Single-Family Residential) and include in District C-3 (Commercial) for future commercial development.

Mr. Eastman recused himself and turned the meeting over to Mr. Kimble.

George Michalopoulus, 1306 S. Range Line Rd., Joplin, Missouri, a representative of this property. Mr. Michalopoulus stated they are proposing to put a Top Golf concept on the driving range of that property. He stated they would like to keep the 9-hole golf course in the back and keep the front putt putt golf and add a kid's putt putt to that area. So, we are proposing to put the new building directly on the driving range. We are trying to incorporate the existing driving range for the Top Golf for what we call "Long Shots." Which is like Top Golf. That allows us to use the infrastructure that is already there on the property the length of the property and all of that. We still want to keep the putt putt to the west, and we would still like to keep the 9-hole golf course to the east. That is our proposal. This is our revision to the proposal.

Mr. Bolander stated he would like to address to Commission to refresh everyone's memory. The original request was to rezone the whole tract to C-3-PD. There was some opposition from the residents across the railroad tract to the east in that residential neighborhood. Staff feels like this is a fair compromise. They are just restricting that C-3 district to what is adjacent to that Range Line commercial. district. In fact, you can barely see it but to the south of this property the C-3 district extends to the railroad. We did not show it on the map, but you can see the C-3-PD designation. So, the applicant has taken the effort to restrict what they needed to use as C-3 to the Range Line corridor. The distance now between the residential neighborhood and the commercial district is about 1000' to the north and about since the railroad runs at an angle about 900' on the south boundary. It is quite a distance from the residential area.

Mr. Kimble asked if any of the Commissioners had any questions on Case 048-22.

Ms. Phillips asked if this is the same Top Golf that was supposed to be built in Webb City.

Mr. Michalopoulus stated, yes ma'am we were originally going to build this in Webb City and then we were pushed back from Webb City. They awarded a different license in Webb City. We are moving our project from Webb City to this location.

Mr. Kimble asked a question. He stated you said you wanted to keep the 9-hole golf course in the back, and this does not necessarily have to do with your new project up front but since you are keeping it, is there any hope in the future that it would be restarted or bought up or continued as is.

Mr. Michalopoulus stated they would like to continue as is of course I would need to talk to the City, but our plans are to serve food and drink on the course. That is why when we originally proposed this, we thought you had to apply for commercial for the entire property. We need to make sure we can serve alcohol and food on the course. There is one of these concepts in California where they have a golf course and virtual golf. They do not have putt putt so we are going one step ahead. We are trying to incorporate a golf resort where everything is central. We are hoping that Range Line would create that high traffic that we need and so forth.

Mr. Kimble stated that was a good vision and thanked Mr. Michalopoulus.

Mr. Kimble asked if anyone wished to speak in favor of Case 048-22.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 048-22.

Dennis Herr, 1610 Whispering Oaks Dr., Joplin, Missouri stated he wanted a clarification. Is the golf course going to remain R-1 and the C-3 is the rectangle, pointing to the diagram? He stated that none of the correspondence received by residents indicated a change.

Mr. Kimble stated that during the last meeting the idea was that the whole thing would be changed to C-3 because of the opposition. Mr. Kimble indicated the only part changed to would be the area in the rectangle. The rectangle would be C-3 and the golf course would remain R-1.

Mr. Bolander stated that is correct.

Mr. Kimble stated that is correct.

Mr. Herr stated okay and thanked the Board.

Mr. Kimble asked if anyone else wished to speak in opposition of Case 048-22.

Shannon Bickford, 1402 Whispering Oaks Dr., Joplin, Missouri asked about the outer red in the diagram.

Mr. Bolander stated the outer red is the distance of 185′ under State Statue. Property owners within 185′ can protest so that is why it has gotten smaller because the C-3 request is now just to that square.

Ms. Bickford stated so, I just want to get clarification and the plan is to make that a restaurant, a partial restaurant, and you want to serve alcohol, so she totally gets that. So, is the first pond within the 185′ staying? So, there are two ponds and the one she stated she can see from her house, the bigger one is staying? She stated she is okay with the restaurant, okay with the rectangle as long as nothing is being destroyed.

Mr. Kimble thanked Ms. Bickford.

Mr. Kimble asked if anyone else wished to speak in opposition of Case 048-22.

There were none.

MS. STEELE MOVED THAT CASE 048-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAYS, 1 ABSTAINED, 1 ABSENT)

Z&P Meeting: August 8, 2022
City Council Meeting: September 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 048-22 A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development

LOCATION 1911 & 2001 N. Range Line Rd.

APPLICANT Gil Stevens

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Golf Course	51.22

SITE CONTEXT

	North	East	South	West
Existing Zoning	Outside City Limits	R-1	C-3-PD	Outside City Limits/C-3
Land Use	Vacant	Single-family Residential	Office/Vacant	Commercial

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Range Line Rd.	Arterial	150'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is partially in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The Future Land Use Map indicates this property as future retail commercial. C-3 zoning permits uses that meet that description.

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

The current zoning of R-1 is somewhat suitable for the property. This property is setback far enough away from Range Line Rd., and is large enough itself that it could feasibly be redeveloped into a single-family neighborhood, although there seems to be limited access to be able to provide public streets from Range Line Rd. On the other hand, the development pressures for commercial uses along the Range Line corridor do extend beyond this property's setback from Range Line as evidenced by 3131 N. Range Line.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This corridor contains a number of existing uses that correlate to the existing use of the subject property. Properties that are directly adjacent contain existing commercial uses. Nearby residential uses are buffered by a 100' wide, semi-wooded railroad right of way.

DISCUSSION

This request to rezone to C-3 is along the N. Range Line Rd. corridor. This rezoning does coincide with the Future Land Use Map's designation of future retail commercial.

The request is appropriate given the proximity to Range Line Rd., a major arterial corridor in the region. Nearby uses share similar zoning districts, and the residential uses to the East are buffered by a semi-wooded 100' wide railroad right-of-way.

The applicant has since decreased the size of the request to only a portion of the property nearest Range Line Rd. Please see the updated map of this case to view the new boundaries.

Staff recommends approval of Case 048-22.

ENCLOSURES

- Map of property
- Application

Aug 8, 2022

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only
Case No.: 048-22
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Gil Stevens PHONE: 417-437-1061
ADDRESS: 619 Florida Ave Joplin, MO 64801 EMAIL: gil_stevens@yahoo.com

OWNER: Rangeline Golf Center Inc + Alan K Schmidt PHONE: 417-499-7073
ADDRESS: 2001 North Rangeline Joplin, MO 64801 EMAIL:

LOCATION/ADDRESS OF PROPERTY: 2001 N Rangeline (SEE Attachment)

Present Zoning R-1 Requested Zoning: C-3 Acreage: 51.22
Present Use of Property: Miniature Golf, Driving Range, Baseball Batting Cages + 9 Hole Golf Course

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	NOT IN City	
South	Employer Advantage Properties & Millennium Tennis	C-3-PD
East	Railroad Track + Single Family R-1 Fitness Club	R-1
West	NOT IN City	

Character of the Neighborhood: Property on Rangeline is primarily commercial. Part of this property is in Webb City but still commercial on the west. Property to the is residential but there is a railroad track between subject property + residential area

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: Owner plans to have a restaurant and seven electric vehicle.

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: North Rangeline Rd + Tea Pin Lane
2. Classification of Street(s):
   Arterial ✓ Rangeline Collector _____ Local ✓ Tea Pin Lane
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? _____
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/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. Must be legible.
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 and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Alton S. Stein DATE: 27 June 2022

TITLE: Agent for Owner

P & Z Case 048-22
Gil Stevens
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-283 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-284, passed by the Council of the City of Joplin, Missouri, October 3, 2022, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 1911 and 2001 N. Range Line Rd., 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. 2022-284 is hereby amended by removing from District R-1 (Single-family Residential) the following described property and including in District C-3 (Commercial).

Commencing at the West ¼ Corner of Section 31, Township 28, Range 32, in the City of Joplin, Jasper County, Missouri, thence North 89 degrees, 46 minutes, 36 seconds East along the South line of the Northwest 1/4 of said Section 413.40 feet, thence North 0 degrees, 53 minutes, 23 seconds East 645.66 feet, thence North 89 degrees, 46 minutes, 36 seconds East 500.0 feet. Thence North 0 degrees, 53 minutes, 23 seconds East 1048.17 feet. Thence North 89 Degrees, 41 minutes, 12 seconds East 964.70 feet more or less to the West right-of-way of the Missouri Pacific Railroad. Thence South 10 degrees, 21 minutes, 46 seconds West along said Right-of-way 1752.52 feet to the South line of the Northwest ¼ of said Section 32. Thence North 89 degrees, 45 minutes, 45 seconds West 147.20 feet. Thence South 89 degrees, 46 minutes 36 seconds West 1024.98 feet to the Point of Beginning. Being subject to all right-of-ways, easements, and reservations of record all except an approximate 1 acre tract with a house situated thereupon and a road easement from Madison Avenue in Webb City to said and which land is described as follows: commencing at the Southwest Corner of Section 7, Township 28, Range 32, Jasper County, Missouri. Thence North along the West line of said Section 1081.28 feet. Thence South 88degrees, 13 minutes, 57 seconds East 322.13 feet. Thence South 78 degrees, 11 minutes, 31 seconds East 521.17 feet to the Point of Beginning. Thence North 11 degrees, 46 minutes, 29 seconds East 1004.36 feet. Thence South 78 degrees, 11 minutes 31 seconds East 208.71 feet. Thence South 11 degrees, 48 minutes, 29 seconds West 208.71 feet. Thence North 78 degrees, 11 minutes, 31 seconds West 208.71 feet. Thence North 11 degrees, 48 minutes, 29 seconds East 104.35 feet the point of beginning containing 1 acre more or less. Being subject to all easements, right-of-ways, and reservations of record together with a 20 foot easement for ingress and egress being 10 feet on either side of the following described centerline: commencing at the Southwest Corner of said Section 7. Thence North along the West line of said Section 1081.28 feet to the Point of Beginning. Thence South 88 degrees, 13 minutes, 57 seconds, East 322.13 feet. Thence South 78 degrees, 11 minutes, 31 seconds East 521.17 feet to the end of said centerline. Also, included all of Lots Numbered Seventeen (17)

through Thirty-four (34), both inclusive, in OAKLAND PARK, a sub-division of a part of the North One-half of Lots 1 and 2 of the Northwest Fractional Quarter of Section 31, Township 28, Range 32, now in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. And Tract 1 All that part of Lot Numbered Two (2) of the Northwest fractional Quarter (NWFrt11/4) of Section 31, Township 28, Range 32 in the City of Joplin, Jasper County, Missouri, described as Commencing at the West Quarter corner of said Section 31 thence North 0°53'23" East along the West line of said Section 655.00 feet, thence North 89°46'36" East 608.32 feet to the point of beginning. Thence North 0°53'23" East 176.47 feet, thence North 89°46'36" East 246.84 feet, thence South 0°53'23" West 176.47 feet, thence South 89°46'36" West 246.84 feet to the point of beginning. Tract 2 Together with an easement for ingress and egress described as commencing at the West Quarter corner of Section 31, Township 28, Range 32, a part in the Village of Oakland Park and a part in the City of Joplin, Jasper County, Missouri, thence North 0°53'23" East along the West line of said Section 655.00 feet, thence North 89°46'36" East 85.00 feet to the point of beginning, thence North 89°46'36" East 523.32 feet, thence North 0°53'23" East 25 feet, thence North 89°46'36" West 293.32 feet, thence North 0°53'23" East 25 feet, thence South 89°46'36" West 230 feet, thence South 0°53'23" West 50 feet to the point of beginning. Subject to any Easements Restrictions and Reservations of Record, if any. More generally described as 1911 & 2001 N. Range Line Rd.

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_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
SEPTEMBER 19, 2022
MEETING MINUTES

CALL TO ORDER

The September 19, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mr. Charles Copple.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Kate Spencer, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

ARPA Project Updates

Dami Kehinde, Seth Spencer and Kiley Fitzgerald from Guidehouse presented.

Broadband Update

Riz Shaw, James Pittman, and Jack Shaller from A&M presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Joplin Parks and Recreation will be holding a Mom/Son date night at the Joplin Museum, on September 23rd and 24th. Tickets are required, and on sale now.

Applications will soon open for participating in the 3rd annual Holiday Tree Trail. Registration opens on September 27th. More details for these are other events can be found at JoplinParks.org.

The time is now to be thinking of Holiday events. The Joplin Christmas Parade will be held on the 1st Tuesday of December, December 6th, the Holiday Tree Trail will open on November 29th, and the annual Veteran's Day Parade will be held on November 12th. We ask businesses and organizations planning public holiday events, please submit your event to the VisitJoplinMO.com events page.

CITIZEN REQUESTS AND PETITIONS

Brian Evans spoke regarding responding to Stinnett's concerns in the last meeting.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Minutes of the September 6, 2022, City Council Meeting.

COUNCIL BILL NO. 2022-007 - AN ORDINANCE establishing additional catastrophic injury and death benefits for certain police officers, firefighters and other employees. **Ordinance No. 2022-141**.

COUNCIL BILL NO. 2022-148 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00) for the Golf Links Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-142**.

COUNCIL BILL NO. 2022-276 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District C-O (Non-retail Commercial) property as described below and located approximately 215 feet north of the intersection of N. Florida Ave. and E. Newman Rd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-143**.

COUNCIL BILL NO. 2022-279 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-1-PD (Neighborhood Commercial Planned Development) property as described below and located at 2601 E. 20th St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-144**.

COUNCIL BILL NO. 2022-280 - AN ORDINANCE establishing grades and accepting the E 32nd Place First Plat located at E. 32nd St. and Hammons Blvd., in the City of Joplin, Newton County, Missouri. **Ordinance No. 2022-145**.

RESOLUTIONS

RESOLUTION NO. 2022-014

Mr. Stinnett introduced Resolution No. 2022-014 - A RESOLUTION authorizing the signing of the Joplin HOME Consortium American Recovery Plan Federal Assistance Agreement with the U.S. Department of Housing and Urban Development as required for HOME ARP implementation as outlined in CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program.; and authorizing the City Manager to sign said agreement for and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. Cortez that Resolution No. 2022-014 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Farnham, 1.

RESOLUTION NO. 2022-015

Mr. Shaw introduced Resolution No. 2022-015 - A RESOLUTION of the City of Joplin, Missouri, Authorizing the City Manager to submit a resolution of support for the application to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funds for the Zora Widening Improvements project, from Rangeline Road to MO-249. Motion by Mr. Shaw, second by Dr. Farnham that Resolution No. 2022-015 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar,
Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-363

Mr. DeTar introduced Council Bill No. 2022-363 - 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 a lot located at 2201 S. Empire Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-nine dollars & ninety eight cents ($3,899.98); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2022-363 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-146**.

COUNCIL BILL NO. 2022-364

Mr. Cortez introduced Council Bill No. 2022-364 - 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 a lot located at 802 E. Broadway St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-nine dollars & ninety-eight cents ($3,899.98); 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 Ms. Spencer that Council Bill No. 2022-364 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays:0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-147.**

COUNCIL BILL NO. 2022-365

Ms. Spencer introduced Council Bill No. 2022-365 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 827 S. Empire Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred dollars & ($3,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Ms. Spencer, second by Dr. Farnham that Council Bill No. 2022-365 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-148**.

COUNCIL BILL NO. 2022-610

Mr. Copple introduced Council Bill No. 2022-610 - AN ORDINANCE approving the issuance of a Purchase Order to U.S. Digital Designs to cover the purchase of fire station alerting package as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-523 on October 18, 2021, to adjust appropriations and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2022-610 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-149**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-281

Mr. Shaw introduced Council Bill No. 2022-281 - 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. Motion by Mr. Shaw, second by Ms. Williams that Council Bill No. 2022-281 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-281.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Confirm Boards and Commission Appointments. Motion by Mr. Cortez, second by Mr. DeTar to confirm all appointed vacancies on the Boards and Commissions Appointments as presented. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session. Motion by Mr. DeTar, second by Mr. Copple to adjourn into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 7:56 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2022

Item: Council Bill 2022-281 Agreement with Missouri Department of Transportation
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) 2023 Unified Planning Work Program (UPWP)
2) Consolidated Planning Grant (CPG) agreement
3) Copy of Council Bill

PD&NS Director: Troy Bolander	Date:
Interim Public Works Director: Dan Johnson	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Nicholas Edwards	Date:

Recommended Action: Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

SUMMARY:

This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for the city to 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 $1,130,759. The reimbursement consists of $828,862 in Federal Consolidated Planning Grant Funds and $75,745 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $226,152 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 Transportation Planner and other staff in both the Engineering and Finance Departments. The remainder of the assistance will be used to help finance eligible planning projects.

Attached is the 2023 Unified Planning Work Program (UPWP) that provides details on the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (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:

Federal Consolidated Planning Grant Funds:	$828,862
Federal Transit Administration Section 5307 Funds:	$ 75,745
Joplin Transportation Sales Tax (match):	$226,152

RECOMMENDATION:

Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities.

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2023 Unified Planning Work Program

Approved by the JATSO Policy Board on _____

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 are mandated by the Bipartisan Infrastructure Law (BIL).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating 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 areas 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 these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. 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, housing, 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;
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; and
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. BIL was signed into laws in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. 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; and
- 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 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/Plansand-Publications.

FY 2023 Program Goals

The annual transportation planning program begins on November 1, 2022, and continues through October 31, 2023. 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 2023, 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. Maintain and amend the 2022-2025 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the 2024-2027 JATSO TIP in accordance with state and federal standards.
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 2022 Work Items Completed

- Amend FY 2022 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2023 UPWP
- Conducted five public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Participated in the February 2022 Statewide Planning Partner meeting
- Attended AMPO training in May 2022.

FY 2023 Work Items

- Develop the FY 2024 UPWP
- Make any necessary amendments to the FY 2023 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 and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in trainings, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

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 2023 End Products

- FY 2024 UPWP

- Any necessary amendments to the FY 2023 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

This work is ongoing throughout the fiscal year.

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$109,697	$87,757	$21,939
Travel Expenses	$2,000	$1,600	$400
Conferences and Seminars	$1,000	$800	$200
Dues and Memberships	$1,100	$880	$220
Office Equipment & Supplies	$500	$400	$100
Total	**$114,297**	**$91,437**	**$22,859**

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.

Status

Staff developed the FY 2022-2025 TIP during FY 2021 for approval by the JATSO Policy Board. FY 2022 work on the TIP included updates and amendments. FY2023 will see the development of the FY2024-2027 TIP.

FY 2022 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2022-2025 TIP
- Updated the 2022-2025 TIP as needed
- Prepared the FY 2021 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 MoDOT performance targets
- Incorporated target measures into the TIP and MTP

FY 2023 Work Items

- Prepare and adopt the FY 2024-2027 TIP
- Amend the FY 2022-2025 TIP as needed
- Prepare the FY 2022 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 2023 End Products

- Board approved FY 2024-2027 TIP
- FY 2022 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2022, through October 31, 2023

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$60,424	$48,339	$12,085
Total	$60,424	$48,339	$12,085

Task 3 – Long Range Transportation Planning

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). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two additional studies or assessments are planned for FY 2023, and payment of the annual invoice for aerial photography and continuation of studies started in FY 2022.

FY 2022 Work Items Completed

- Completed Active Transportation Assessment.
- On-going freight assessment of JATSO area
- Webb City maintenance assessment and plan underway.
- Budgeted aerial photography payment.

FY 2023 Work Items

- Retain professional services to conduct a comprehensive origin and destination study for the JATSO area.
- Continue Freight Assessment into FY23.
- Continue Webb City maintenance assessment into FY23.
- Pay annual invoice for aerial photography agreement.

Public Participation

JATSO will work with the consultants on all projects to create robust public engagement plans that comply with the PPP.

FY 2023 End Products

- Complete origin and destination study
- Complete Webb City maintenance assessment and plan
- In-progress Freight Study

Schedule for Completion

All studies and trainings are expected to be completed by the end of FY 2023.

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$40,283	$32,226	$8,057
Origin & Destination Study	$200,000	$160,000	$40,000
Freight Study	$180,000	$144,000	$36,000
Aerial Photography	$22,346	$17,877	$4,469
Webb City Maintenance Assessment	$100,000	$80,000	$20,000
Total	**$542,629**	**$434,103**	**$108,526**

Task 4 – Transit Planning

Objective

The JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will conduct long and short-range transit planning responsibilities.

Status

JATSO staff continues with program support and administration.

FY 2022 Work Items Completed

- JATSO staff monitored the MAPS and collected data and information.
- JATSO staff monitored the Sunshine Lamp Trolley system.
- JATSO staff planned for the development of a transfer station and updated trolley routes.

FY 2023 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff and JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update TAMP plan if necessary.
- The JATSO staff will continue to plan for the development of a transfer station and updated trolley routes with available resources.

Public Participation

The JATSO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2023 End Products

- The JATSO staff will carry out the daily operations of MAPS.
- The JATSO staff will provide MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2022 through October 31, 2023.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$94,681	$75,745	$18,936
Total	$94,681	$75,745	$18,936

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 2022 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
- Maintained and updated GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintained the GIS website

FY 2023 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, HSTCC, and member local governments and agencies
- Renew annual ESRI ArcMap license
- Maintain the GIS website

FY 2023 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2022 through October 31, 2023.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$66,979	$53,583	$13,396
ESRI License Update	$16,000	$12,800	$3,200
Total	$82,979	$66,383	$16,596

Task 6 – Safety Planning

Objective

JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $9,782 for FY 2023.

Status

JATSO is currently planning on additional planning activities that address safety throughout the planning area.

FY 2022 Work Items Completed

- None – this is a new task.

FY 2023 Work Items

- Complete Streets Training
- Conduct safety study of JATSO area, meeting Action Plan requirements under the Safe Streets and Roads for All (SS4A) grant.

FY 2023 End Products

- Complete Streets training.
- Safety Study for JATSO area, meeting Action Plan requirements of SS4A grant.

Schedule for Completion

Activities will be on-going from November 1, 2022 through October 31, 2023.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$30,750	$24,600	$6,150
Complete Streets Training	$5,000	$4,000	$1,000
Safety Plan	$200,000	$160,000	$40,000
Total	$235,750	$188,600	$47,150

Financial Summary Tables

Task Funding Breakdown

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$91,437		$22,859	$114,296
Short Range Transportation Planning	$48,339		$12,085	$60,424
Long Range Transportation Planning	$434,103		$108,526	$542,629
Transit Planning		$75,745	$18,936	$94,681
Geographic Information Systems	$66,383		$16,596	$82,979
Safety Planning	$188,600		47,150	$235,750
Total	$828,862	$75,745	$226,152	$1,130,759

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds	$828,862
5307 Funds	$75,745
Local Match	$226,152
Total Funds Allocated	$1,130,759

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 7/22/22	$833,134
Estimated FY 2023 allocation	$209,267
Remaining FY 2022 CPG Funds to be expended	$(197,570)
CPG Funds Programmed for FY 2023	$(828,862)
Remaining Unprogrammed Balance	$15,969

JATSO Information

Organizational Chart

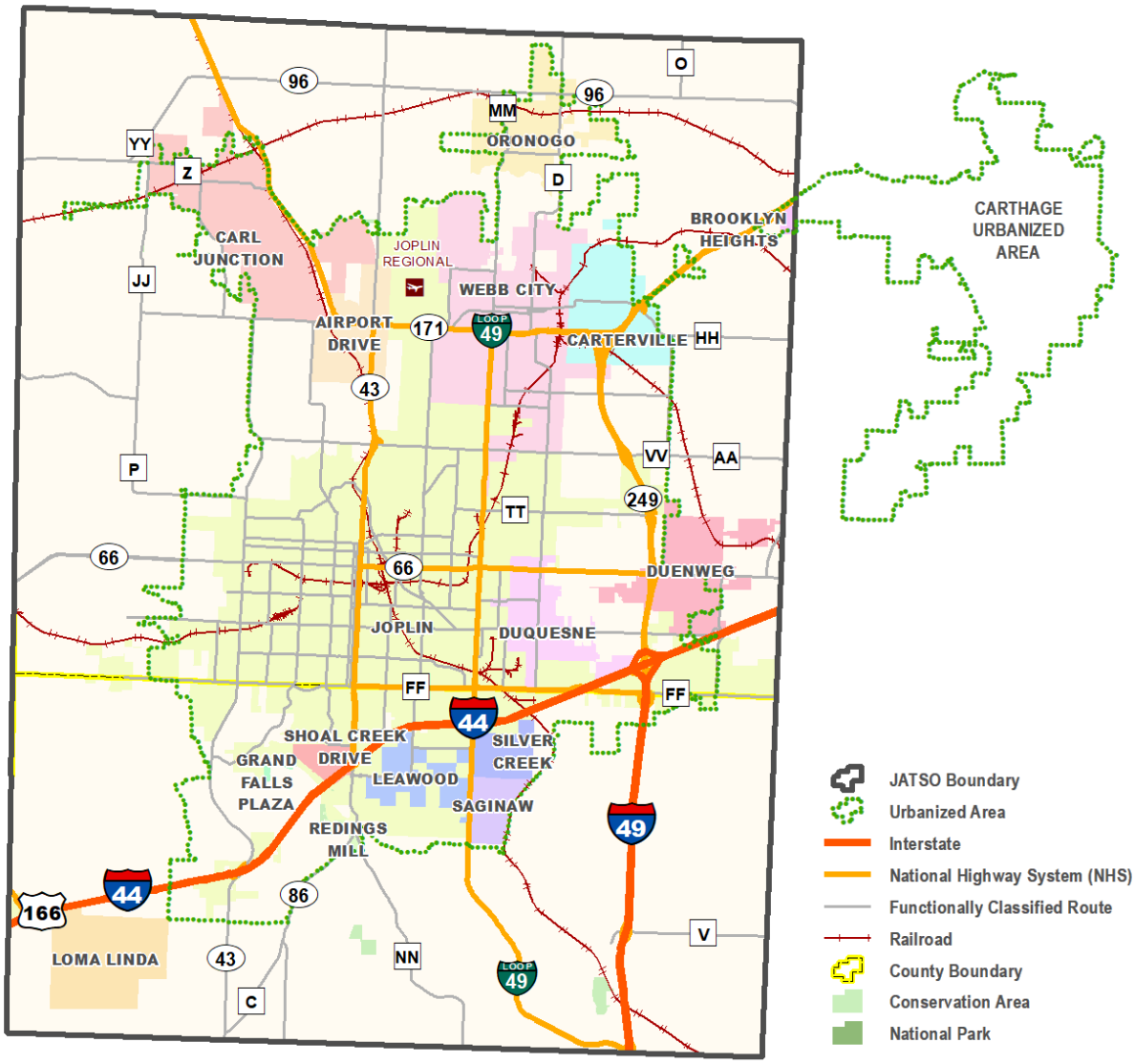
- Vacant, Transportation Planner (1.0 FTE)
- Robert Lolley, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Johan Bullington, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Vicky Copeland, Administrative Assistant (0.25 FTE)
- Dakota Rusk, Traffic Engineer (0.25 FTE)
- Dan Johnson, Interim Public Works Director, JATSO Board Chairman (0.1 FTE)
- Vacant, Public Works Assistant Director (0.1 FTE)
- Lynden Lawson, Public Works Director of Operations (0.1 FTE)
- Rob Beachner, Engineering Project Manager (0.1 FTE)

Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Transportation Planner, Vacant	X	X	X			X
Robert Lolley				X		
John Gilligan					X	
Troy Bolander	X	X	X			X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Vicky Copeland	X					
Dan Johnson	X	X	X			X
Asst. P.W. Dir, Vacant	X	X	X			X
Lynden Lawson	X	X	X			X
Dakota Rusk	X	X	X			X
Rob Beachner	X	X	X			X

Voting Members

Name	Agency	Title
Dan Johnson	City of Joplin	Interim Director of Public Works; Chair
Troy Bolander	City of Joplin	Director of Planning; Vice Chair
Lynden Lawson	City of Joplin	Assistant Director of Public Works – Operations
Vacant	City of Joplin	Assistant Director of Public Works – Engineering
Bart Starkey	City of Joplin	Airport Manager
Robert Lolley	City of Joplin	Transit Director
Carl Francis	City of Webb City	City Administrator
Steve Lawver	City of Carl Junction	City Administrator
Carrie Campbell	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris	Missouri Department of Transportation	Area Engineer
Darieus Adams	Jasper County	Commissioner
Vacant	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Adrienne Weston	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk	City of Joplin	Traffic Engineer; Alternate

JATSO Metropolitan Planning Area (MPA) Boundary Map



Designated by Governor Bond in May 1983. Metropolitan Planning Area last amended by Governor Nixon on November 12, 2009.

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 04/21 (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 (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: 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.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2022 and extend to October 31, 2023. 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 $828,862.00 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 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. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(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 FHWA. 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 FHWA 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 FHWA.

(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 FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA 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 FHWA

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 FHWA. 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 FHWA 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 FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 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 FHWA. 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 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 a written request for approval and include the anticipated

amount of overruns on other program components.

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) ENGINEER: As provided in this Agreement, “Engineer” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(34) 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.

(35) 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.

(36) 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	GRANTEE
_____	By _____
Title _____	Title _____
ATTEST:	ATTEST:
_____ Secretary to the Commission	By _____
	Title _____
Approved as to Form:	Approved as to Form:
	By _____
_____ Commission Counsel	Title _____

Appendix A

Task Funding Breakdown

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$91,437		$22,859	$114,296
Short Range Transportation Planning	$48,339		$12,085	$60,424
Long Range Transportation Planning	$434,103		$108,526	$542,629
Transit Planning		$75,745	$18,936	$94,681
Geographic Information Systems	$66,383		$16,596	$82,979
Safety Planning	$188,600		47,150	$235,750
Total	$828,862	$75,745	$226,152	$1,130,759

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds	$828,862
5307 Funds	$75,745
Local Match	$226,152
Total Funds Allocated	$1,130,759

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 7/22/22	$833,134
Estimated FY 2023 allocation	$209,267
Remaining FY 2022 CPG Funds to be expended	$(197,570)
CPG Funds Programmed for FY 2023	$(828,862)
Remaining Unprogrammed Balance	$15,969

COUNCIL BILL NO. 2022-281 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 nine-hundred four thousand six-hundred seven dollars ($904,607) 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 _____, 2022, by a vote of_____.

_____
Douglas Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM

Council Bill 2022-149
Construction Agreement between the City of Joplin and McClanahan Construction Co., Inc.

MEETING DATE

Oct 3, 2022

ORIGINATING DEPT

Public Works- Engineering

ATTACHMENTS

CB 2022-149 Ordinance; Agreement between the City of Joplin and McClanahan Construction Co., Inc.; Bid Summary.

REVIEWED BY

Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY

This Council Bill approves a construction agreement with McClanahan Construction Co Inc., for the construction of the Turkey Creek Wastewater Treatment Facility (WWTF) Intermediate Screw Pump Replacement 2022 in the amount of One Million, Two Hundred Thousand and No/100 Dollars ($1,200,000.00)

BACKGROUND

The five 66" diameter intermediate screw pumps deliver partially treated effluent flow from the trickling filters and intermediate clarifiers to the activated sludge basins. The screw pumps were installed in 1997, and each can deliver 12 million Gallons a day (MGD). The pumps provide a firm capacity of 48 MGD, which is adequate for the current peak plant flow of 24 MGD plus an assumed return activated sludge flow of 24 MGD. At least two of these pumps are operating 24/7.

In the last 2 years, City Staff identified multiple issues with the five screw pumps. The main drive and gear boxes are failing. The lower bearings are failing. The actual screw mechanisms have corroded beyond reasonable repair measures. The grease pumps are failing. The screws operate in a grouted concrete trough and the grout has weathered and begun to breakout. With large pieces of the grout missing the pumps become inefficient and eventually ineffective.

This project was bid out using the City of Joplin Procurement Policy. The City of Joplin received two bids for the project. The award of the contract is based on the lowest base bid amount submitted, per the bid documents. The lowest base bid amount ($650,000.00) plus alternates (Alt #1 $275,000.00 plus Alt #2 $275,000.00) to provide for replacement of all five pumps at a total of $1,200,000.00 is less than the Engineer's estimate. Allgeier Martin will provide construction inspections throughout the project.

FUNDING SOURCE

Wastewater Fund

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving a construction agreement on an Emergency basis due to dealing with sanitary sewer, health concerns, and structural rehabilitation, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
MCCLANAHAN CONSTRUCTION CO., INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: McClanahan Construction Co., Inc. Address: P.O. Box 349 Rogersville, MO 65742	
Attention:		Attention: Patrick McClanahan	
Department:		Phone: 417-753-2750	Fax:
Phone:	Fax:		

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

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

Turkey Creek WWTF Intermediate Screw Pump Replacement 2022

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and

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

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Two Hundred Thousand & 00/100 Dollars ($1,200,000.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Two Hundred Thousand & 00/100 Dollars ($1,200,000.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: McClanahan Construction Co., Inc.

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____

_____

Peter Edwards, City Attorney

Dan Johnson, P.E.
Interim Public Works Director

Public Works Department-Engineering
602 S. Main Street
Joplin, Missouri 64801
417-624-0820

BID SUMMARY

PROJECT: Turkey Creek WWTF Intermediate Screw Pump Replacement 2022

DATE OF BID OPENING: September 15, 2022, 10:30 A.M.

Contractor	Base Bid
Engineer's Estimate	**$800,000.00**
G&G Construction Co.	$780,200.00
McClanahan Construction Co.	$650,000.00

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

September 19, 2022

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Turkey Creek WWTF Intermediate Screw Pump Replacement

Dear Mr. Lawson:

We have reviewed the bids received September 15th, 2022, for the referenced project. The bid documents state that award of the contract shall be based upon the lowest responsible, responsive bid for the total base bid amount. McClanahan Construction Co. Inc. provided the lowest base bid amount.

McClanahan Construction Co. Inc. has indicated that they intend to contract with the City to construct the project. McClanahan Construction Co. Inc. is not presently debarred, and they appear to be capable of obtaining all necessary bonds and insurance, and to perform the work specified.

It is our recommendation that the City award the construction contract to McClanahan Construction Co. Inc. in the amount of $1,200,000.00. That would provide for the replacement of all (5) pumps.

A copy of the bid tabulation, Notice of Award, and Agreement form for the work have been included for your review and use. A copy of Performance Boilers Bid and Bid Bond have been included with this letter for your records.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.

COUNCIL BILL NO. 2022-149 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a construction agreement with McClanahan Construction Co. Inc., in the amount of One Million, Two Hundred Thousand and 00/100 Dollars ($1,200,000.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility Intermediate Screw Pump Replacement on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and McClanahan Construction Co. Inc., for the in the amount of One Million, Two Hundred Thousand and 00/100 Dollars ($1,200,000.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility Intermediate Screw Pump Replacement 2022 on behalf of the City of Joplin; true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, 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 final approval and acceptance of McClanahan Construction Co's work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, McClanahan Construction Co's Inc., shall be paid from the Sanitary Sewer Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, approving a construction agreement on an Emergency basis dealing with sanitary sewer, health concerns, and structural rehabilitation, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2022 by a_____vote.

ATTEST:

Mayor Douglass W. Lawson

COUNCIL BILL NO. 2022-149 **ORDINANCE NO**
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer 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 2022-451 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
October 03, 2022

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2022-451 Council Bill and the DHSS Program Services Contract.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2022-2023

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

The contract calls for the City of Joplin Health Department to provide WIC services that include food instruments (checks) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding counseling and certain medical services for income eligible women and children in Jasper county. The local agency plan calls for the city to provide WIC services for up to 35,557 clients and for a total cost reimbursement of up to $611,813.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2022-2023 city budget.

The period for this agreement is October 1, 2022 through September 30, 2023 and the total anticipated reimbursement from this agreement is $611,813. 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 to prevent delay of implementation of contract.

COUNCIL BILL NO. 2022-451 **ORDINANCE NO.**

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2022 and running through September 30, 2023, for the amount of up to Six Hundred Eleven Thousand, Eight Hundred Thirteen Dollars and no Cents ($611,813.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri: 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, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

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 the health enhancement activities for residents of the city and has a time limitation for approval and return for the beginning of the federal fiscal year, October 1, 2022. Immediate passage prevent delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of October 2022, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, 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.

Tracking #	**Contract Title:**	
52564	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2022	9/30/2023	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON	EMAIL ADDRESS	
PHONE NUMBER	FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	UEI NUMBER:	DUNS NUMBER
*****0196	HRWZCYY8MWJ3	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE	
PRINTED NAME	TITLE	
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE	

WIC: Local Agency Nutrition Services

1. GENERAL

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

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

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

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

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

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

1.4 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2022 through September 30, 2023.

1.5 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:

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

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

WIC: Local Agency Nutrition Services

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

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

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

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

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

Program Name: Bureau of WIC and Nutrition Services
Address: 930 Wildwood Dr., Jefferson City, MO 65109
Phone: 573-751-6204 or 800-392-8209
Email: WICOperations@health.mo.gov

2. PURPOSE

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

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

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

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

3. CERTIFICATION

WIC: Local Agency Nutrition Services

3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM Policy 8.1.110.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 8.1.080 and 8.1.220.

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

3.4 The Contractor shall certify applicants for WIC, which includes, but is not limited to:

3.4.1 Requiring that the applicant be physically present at the time eligibility for WIC is determined or when a mid-certification assessment is completed, with limited exceptions set forth in WOM Policy 8.1.060;

3.4.2 Requiring the applicant's proof of identification, residency, and income;

3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policies 3.1.030 and 8.1.130;

3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC eligibility status, using the current Missouri Risk Factor Summary and Priority Sheet and the USDA definitions and justifications;

3.4.5 Providing written notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines, risk criteria, residency, or categorical requirements, following the policy and procedures outlined in WOM Policy 8.1.170;

3.4.6 Providing the applicant an explanation of WIC as described in WOM Policy 8.1.080; and

3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.

3.5 The Contractor shall complete a nutrition assessment to determine the WIC participant’s nutritional risk(s) and counsel participants according to USDA Nutrition Services Standards located at https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards as described in WOM Policy 8.1.070.

3.6 The Contractor shall have a plan in place to maintain separation of duties for staff involved in the certification process and to prevent a conflict of interest during the

certification process in order to maintain program integrity as described in WOM Policy 8.1.030.

3.6.1 The Contractor shall ensure that the staff person who determines income eligibility and medical/nutritional risk determination are not the same person.

3.6.2 The Contractor shall ensure that WIC employees are not providing WIC services to themselves, their relatives, or their close friends.

3.6.3 The Contractor must provide an alternate process to address the following when only one (1) employee is in the Contractor's WIC local agency:

a. conflict of interest; and

b. separation of duties.

4. FOOD PACKAGE ISSUANCE

4.1 The Contractor shall issue food packages in compliance with WOM Policies 8.1.030, 2.3.070, 2.3.130, and 9.1.010–9.1.040.

4.2 The Contractor shall ensure: 1) that the Contractor issue, to every participant determined eligible for WIC, the appropriate food package pursuant to WOM Policies 2.3.010 – 2.3.070; and 2) that the Contractor provide the participant WIC food instruments for the food package on the same day the applicant is determined eligible.

4.3 The Contractor shall ensure that formula is not routinely provided to breastfeeding mothers before their infant is one (1) month of age.

4.4 The Contractor shall follow up with WIC-eligible individuals with metabolic disorders who require WIC Eligible Nutritionals to ensure the individual receives those foods through their private insurance or through the Metabolic Formula Program as the primary source, if applicable.

4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available for approval and issuance of tailored food packages, exempt formula, and WIC Eligible Nutritionals.

5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY, AND SECURITY

5.1 The Contractor is responsible for managing food instrument inventory, including ordering, securing, and tracking, to ensure the inventory is adequate to meet the operational needs and reduce the risk of fraudulent food instrument use as outlined in WOM Policy 9.1.040.

5.2 The Contractor shall provide participant food instruments in compliance with WOM Policies 9.1.010 and 8.1.080, which includes the following, but is not limited to:

5.2.1 Ensuring proper participant food instrument issuance and recording of disposition to include receipt by participants, authorized representatives, or their proxies;

5.2.2 Ensuring participant food instruments are issued only for participants in a current period of eligibility, with a current WIC system certification record and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and

5.2.3 Ensuring instructions are given to participants, authorized representatives, or proxies of participants on the proper use of the participant food instruments.

5.3 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued participant food instruments.

5.4 The Contractor shall issue a replacement food instrument at no cost when a participant, authorized representative, or alternate representative reports the food instrument was lost, stolen, or damaged in accordance with WOM Policy 9.1.030.

6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION, AND SUPPORT SERVICES

6.1 The Contractor shall provide to participants nutrition education, breastfeeding education and promotion, and support services. These services include but are not limited to:

6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent or guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.4.110;

6.1.2 Developing and documenting, in MOWINS, participant-centered nutrition and health goals and ensuring appropriate documented follow-up occurs within the required timeframes with every participant;

6.1.3 Providing participant-centered nutrition education contacts that are designed to be easily understood; bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; emphasize the relationships between proper nutrition and good health; and assist the participant in achieving positive changes in food selection and physical activity habits;

6.1.4 Conducting and documenting in MOWINS all nutrition education follow-up for approved nutrition education methods that include, but are not limited to, individual, group, alternative (web-based [wichealth.org], self-paced lessons, telephone, e-mail), and tele-nutrition;

6.1.5 Ensuring that the Contractor does not deny participants supplemental foods for failure to participate in nutrition education;

6.1.6 Educating, supporting, and encouraging women to initiate and continue to breastfeed;

6.1.7 Providing substance use information and referrals at each certification as appropriate to participants;

6.1.8 Providing Next Steps for Health (Exit) counseling to all women (prenatal, post-partum, and breastfeeding) by the end of their certification to reinforce the importance of nutrition and health messages received through WIC as outlined in WOM Policy 8.1.100;

6.1.9 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, and follow-up on health and nutrition goals; and

6.1.10 Ensuring that nutrition and breastfeeding education materials are reviewed with participants, are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 8.1.100 and 2.1.010.

7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, AND CUSTOMER SERVICE

7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants and minimize travel time and distance for applicants and parent(s) or guardian(s) in accordance with WOM Policy 7.1.050.

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding as outlined in WOM Policy 2.1.020.

7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families, Native Americans, and homeless individuals.

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

WIC: Local Agency Nutrition Services

7.4.1 Notifying the Department in writing at least sixty (60) days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility, or hospital certification site. This is done by completing a Civil Rights Impact Analysis Template - (WIC-34) located at https://health.mo.gov/living/families/wic/localagency/formspoliciesprocedures/ (Administrative Forms) and sending it to the Department's assigned administrative technical assistance staff for approval. The assigned administrative technical assistance staff can be found at http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf; and

7.4.2 Ensuring that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness (ERDP) Plan pursuant to WOM Policy 4.1.060.

7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993 and WOM Policy 8.1.150.

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

7.6.1 Outside signage should be visible from the street.

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

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

7.8 The Contractor shall ensure all staff follow the approved discrimination complaint procedure as outlined in WOM Policy 11.1.020, 7 CFR 246.8, and FNS Instruction 113-1.

7.9 The Contractor shall ensure that WIC staff do not share individual user identification or passwords to the data systems. The Department will assess penalties to the Contractor according to WOM Policy 3.1.040 if it discovers the sharing of individual user identification or passwords.

7.10 The Contractor shall ensure good customer service by:

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

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

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

7.10.5 The Contractor shall provide applicants and participants with hearing, vision, speech and mental impairments, and foreign language barriers communications systems at no cost to them in accordance with WOM Policy 11.1.020.

8 CLINIC MANAGEMENT AND COORDINATION

8.1 The Contractor shall provide to all WIC applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including, but not limited to, written information regarding MO HealthNet.

8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MO HealthNet, and substance use education.

8.3 A Contractor that is a public or private health service agency with a referring health care provider on staff, an agency with no health care provider on staff and must refer to an outside health care provider, and an agency providing hospital certifications shall have a written agreement in place with a health agency that provides those services.

8.3.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.6(d) and/or (e). The Department shall approve the signed agreement as part of the LAP and the signed agreement shall be kept on file at the Department and with the respective Contractor.

8.3.2 WIC funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

9. ASSESSMENT, PLANNING, AND EVALUATION

WIC: Local Agency Nutrition Services

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the MOWINS tool(s) or other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and Department policies as set forth in WOM Policy 10.1.040 and 7 CFR 246.19(b)(6).

9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the contract period.

9.2.1 The Contractor shall submit the LAP to the Department by September 1 of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.

a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of the Department's approval and issuance of a new contract and processing of monthly invoices.

9.2.2 The Contractor shall identify their goals, objectives, and strategies in the LAP.

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

a. An active outreach referral network with agencies or organizations that serve similar populations that are potentially eligible; and

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

9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.

9.4 The Contractor shall attempt to contact any prenatal applicant who missed her initial appointment to determine WIC eligibility and shall document such contacts as defined in WOM Policy 8.1.110.

9.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period and when significant WIC changes have occurred that

affect the local population and local participants, such as change in clinic hours, closing of a satellite office, etc., as defined in WOM Policy 11.1.020.

10. STAFFING

10.1 The Contractor shall ensure all staff is performing within their scope of practice.

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

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

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

10.2.3 A Breastfeeding Coordinator who has knowledge and experience to support, develop, and implement all breastfeeding services. Minimum qualifications, duties performed, and training requirements are defined in WOM Policy 2.1.010 and 7 CFR 246.11(c);

10.2.4 A Qualified Nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of WIC. Minimum qualifications, duties performed, and training requirements are defined in WOM Policy 2.4.030 and 7 CFR 246.11(d);

10.2.5 A Retailer Contact Person to collaborate with the Department retailer unit to ensure authorized WIC retailers have a local contact person for questions regarding food benefit redemptions. The authorized WIC retailer contact person shall use the eWIC Retailer Manual to provide assistance to authorized WIC retailers per WOM Policy 1.1.010, 7 CFR 246.3(e)(5), and 246.12(r)(3);

10.2.6 A Competent Professional Authority (CPA) who is responsible for obtaining and entering participant certification data into MOWINS, prescribing foods and formulas, providing nutrition and breastfeeding education, and assisting with supervision of the WIC Certifiers as defined in WOM Policy 2.4.050; and

10.2.7 A National Voter Registration Act (NVRA) Liaison to provide adult applicants, participants, and authorized representatives with the opportunity to register to vote at certification, recertification, and any time a change of address is reported, as defined in WOM Policy 8.1.150, 7 CFR 246.3(f), and 246.6(b).

10.3 The Contractor may employ the following staff to assist with the WIC certification process:

10.3.1 A WIC Certifier who assists in collecting and entering participant certification data into MOWINS as defined in WOM Policy 2.4.060;

10.3.2 A Registered Dietitian (RD) who must be licensed to practice dietetics in Missouri;

10.3.3 Health Professional Assistants (HPAs) to assist in obtaining and entering the data needed for the certification process in MOWINS as defined in WOM Policy 2.4.070; and

10.3.4 Administrative or clerical staff to assist with duties as defined in WOM Policy 4.1.020.

11. TRAINING AND TECHNICAL ASSISTANCE

11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services, have successfully completed and documented all training required by the Department, according to WOM Policy 2.4.010.

11.1.1 The Contractor shall ensure and document staff or volunteers who perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 2.4.010 and are supervised for the function the Contractor is performing.

11.1.2 The Contractor shall ensure all WIC staff have internet services to access e-Learning courses found at https://health.mo.gov/living/families/wic/localagency/training/staff/. A list of required annual trainings can be found at https://health.mo.gov/living/families/wic/localagency/training/staff/.

11.1.3 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.

11.1.4 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location. WOM Policy 5.1.050 describes allowable training and costs.

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

11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.

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

11.3 The Contractor shall ensure compliance with 7 CFR 246.8 in all aspects of their WIC operations.

11.4 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at https://health.mo.gov/living/families/wic/localagency/training/staff/.

12. REPORTS

12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

12.2 The Department MOWINS Help Desk staff will send monthly emails to all local agency WIC Coordinators requesting a Crystal Report of the employees who have access to their agency site be run and reviewed. Any user who has not accessed MOWINS, WIC Direct, or the MO Secure File Transfer Server in the last thirty (30) days will have their user IDs deactivated. The Department staff will review all current system roles and permissions assigned and make appropriate changes.

12.3 Users shall not share their user IDs or passwords, as this will result in a breach of security. The Contractor shall perform verification and updates and report any and all security breaches immediately to the MOWINS Program Security Officer.

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to WOM Policies 5.1.010 – 5.1.170 for guidance on what are considered necessary and allowable costs.

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period. Allowable costs not included in the LAP application process must receive prior approval from the Department, or those costs will not be reimbursed.

WIC: Local Agency Nutrition Services

13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one-sixth ($1/6^{th}$) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.

13.1.3 The Contractor shall designate staff time by cost category in the LAP budget. These categories include program management, client services, nutrition education, and breastfeeding promotion and support.

13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the Contractor's approved LAP. This applies to all administrative funding and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.

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

13.2.1 In the event of a natural disaster or other circumstances that cause a change in caseload or costs to occur, the Department reserves the right to adjust the contract amount upon the request of the Contractor.

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

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

13.4 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with Department requests for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.

13.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services. Any non-WIC funds used for

allowable expenses shall be included in the LAP budget and reported in the monthly billing as In-kind.

13.6 Indirect costs

13.6.1 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.

13.6.2 The Contractor shall not bill the Department for indirect costs that exceed the Contractor's federally negotiated rate or, if no rate exists, then the Contractor shall not exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1

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

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

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

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

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

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

13.8.2 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.

WIC: Local Agency Nutrition Services

13.9 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

14.1 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.

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

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

14.2 The Contractor shall submit invoices monthly via the online WIC invoicing application. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. Invoices shall be due by the tenth (10th) 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.

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

14.2.2 The Contractor shall be reimbursed not greater than forty percent (40%) of their contracted amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter, and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.

14.2.3 The Contractor shall define on each invoice the components of operational costs that are related to nutrition education and breastfeeding promotion and support.

14.2.4 The Contractor shall designate staff time by category on the reimbursement request.

14.3 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.

14.4 The Contractor shall submit the final invoice by no later than December 8, 2023. The Department shall have no obligation to pay any invoice submitted after the due date.

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

14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor 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.

14.7 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.

14.8 The Contractor shall repay any overpayment made by the Department. The Department will provide the repayment instructions to the Contractor.

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

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

15. AMENDMENTS

15.1 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.

16. MONITORING

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

16.2 The Department reserves the right to assess local agency customer service through participant surveys, simulated participant phone inquiries (i.e., secret shopper calls), and responsiveness to inquiries received by the Department and forwarded to the local

agency. These assessments may be completed by the Department or a subcontractor to observe and evaluate the quality of the Contractor's customer service.

16.3 The Contractor agrees to on-site and remote monitoring from the Department to assess contract compliance.

16.4 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 10.1.030.

16.5 The Contractor shall document and submit to the Department progress updates and verification of corrective actions taken regarding the CAP within the timeframe requested, which must be approved by the Department.

16.6 The Contractor shall comply with a request from the Department to schedule a technical assistance (TA) onsite visit within the timeframe requested by the Department. A minimum of one scheduled TA visit will be conducted during a contract period in which the local agency is not being monitored.

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

16.8 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.

16.9 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor

will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 10.1.050.

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

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

16.12 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

17. DOCUMENT RETENTION

17.1 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.

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

17.3 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.

17.4 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.

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

17.6 The Contractor shall have available for review, audit, and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used, and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

18. CONFIDENTIALITY

18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all

disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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

18.3 If the Contractor or subcontractor suspects that a theft, breach, or exposure of WIC data or PII has occurred, the Contractor or subcontractor must immediately provide a description of the incident via email to WICHelpDesk@health.mo.gov, or by calling the MOWINS Help Desk at 800-554-2544. This email address and phone number are monitored by Department staff and will inform the Office of Administration Information Technology Services Division (ITSD) team. This team will investigate all reported thefts, data breaches, and exposure to confirm if a theft, breach, or exposure has occurred. If a theft, breach, or exposure has occurred, the Information Technology team will follow the appropriate procedure depending on the class of data involved.

19. LIABILITY

19.1 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.

19.2 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.

19.3 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.

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

20.1 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.

20.2 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:

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

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

20.3 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.

WIC: Local Agency Nutrition Services

21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if the Contractor no longer provides WIC services. This inventory list must include, but is not limited to:

21.1.1 Multi-user electric breast pumps loaned to participants; and

21.1.2 Items having a value of $500.00 and having a useful life of one year or more.

21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC funds or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC services. All equipment, resources, and software used for WIC services shall meet Department requirements and comply with the Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

21.3 The Department prefers Contractors not reimage a computer; however, if the Contractor does reimage a Department provided computer, the Contractor shall notify the Department immediately.

21.3.1 If the Contractor's staff experiences issues while using a reimaged computer, the state ITSD will provide limited remote support within business hours and prioritized based on urgency of support. If the matter cannot be resolved remotely by state ITSD staff, the resolution shall be to revert to a Department imaged computer or the Contractor to resolve the issue independently at their own expense.

21.4 If the Contractor has its own information technology (I.T.) department, the Contractor shall enter the contact information into the LAP.

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

21.4.2 Requests for the Contractor's I.T. support shall be fulfilled based on priorities, which are solely determined the Department by urgency and level of impact.

WIC: Local Agency Nutrition Services

Status Definitions with Initial Response Times. Incidents reported to ITSD will be attempted to be handled, when possible, within the respective time frames listed below.

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

b. High - Within 2 business hours: Loss of a major job duty. Example: E-mail is not working, not connected to internet, inability to print.

c. Medium - Within 4 business hours: There is a problem to be solved, but the Contractor is still functional and has other options available. Example: Desktop printer is not working, but the Contractor has access to other printers.

d. Normal - Within 8 business hours: General requests that are not time sensitive. Example: User needs help but will not be available until a few days later.

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

21.5.1 The Contractor shall maintain and make available all Department Non-Expendable Property Transfer/Reassignment forms (DH-60) in order to ensure accountability of equipment disposal.

21.5.2 The Contractor shall notify the Department if the Contractor has any faulty or damaged equipment.

21.6 The Contractor shall ensure extended administrative privileges to Department staff to access all computers and devices purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for state ITSD staff on all WIC computers. This will enable Department and state ITSD staff to repair and maintain WIC computers without delay.

21.6.1 Computers and devices purchased through other funding sources for WIC operations will need to be maintained by the Contractor who purchased them. The Department will not pay for any maintenance cost associated with the computers and devices.

a. The Contractor can install MOWINS on their non-state WIC computers and devices as long as the Contractor understands the state ITSD cannot support the computers and devices. State ITSD can provide instructions on how to install the

MOWINS client and can provide limited remote support for an application issue. Those issues will need to be discussed with the state ITSD help desk.

b. If the Contractor no longer requires MOWINS on their non-state WIC computers and devices, the Contractor shall contact the state ITSD in order to properly archive or dispose of any official electronic stored records.

21.6.2 The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spyware software for network security.

21.7 The Contractor shall respond to Department requests for inventory verification of equipment and software within five (5) business days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.8 The Contractor shall use information technology for authorized purposes.

21.9 The Contractor may install MOWINS on tablets purchased with WIC funds; however, state ITSD cannot support the tablets.

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

22. COMMUNICATIONS AND RECORD-KEEPING

22.1 The Department will notify the Contractor when the WOM is updated. The updates shall be shared as soon as possible, but no later than 48 hours by the Contractor with all WIC staff. The Contractor is responsible for ensuring all WIC staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding WIC. The Contractor may obtain such information electronically via email or online, available on the Department web site at http://health.mo.gov/living/families/wic/wicupdates/index.php or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

22.3 The Contractor shall ensure that its WIC Coordinator, Nutrition Coordinator, and Nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecure email addresses to transmit confidential information.

22.4 As stated in WOM Policy 11.1.020, the Contractor shall collect and report racial and ethnic data with regard to applicants, participants, and potentially eligible populations through the electronic data system provided by the Department.

23. AUTHORIZED PERSONNEL

23.1 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.

23.2 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.

23.3 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" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

23.4 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:

23.4.1 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

23.4.2 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

23.4.3 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.

23.5 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.

24. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

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

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

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

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

25. TERMINATION

25.1 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:

25.1.1 The Department determines it is not in compliance with program regulations as defined in the WOM, 7 CFR Part 246 or this contract; or

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

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

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

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

25.1.6 By request of the Contractor.

25.2 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.

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

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

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

25.3 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.

26. SUBCONTRACTING

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

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

WIC: Local Agency Nutrition Services

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

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

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

Department of Health and Senior Services
Local Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

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

Contract Dollars

1.	WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$8,000.00
2.	WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$41,137.00
3.	Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$26,000.00
4.	WIC Conference (Special Funding 5)*	$3,321.00
5.	Program Enhancement (Special Funding 7)*	$0.00
6.	User Acceptance Testing (Special Funding 9)*	$0.00

*only for approved LAs

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

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

8. Transactions

Contract Expenditures:

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

Match Requirements (if required by the contract):

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

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (3-2022)

WIC: Local Agency Breastfeeding Peer Counseling Program

1. Breastfeeding Peer Counseling (BFPC) Program Deliverables:

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

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

1.3 The Contractor shall schedule the peer counselor(s) so that, at a minimum, fifty percent (50%) of their total contacts are face-to-face interactions with participants, such as a clinic visit, home visit, or hospital visit.

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

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

1.6 The Contractor shall comply with all BFPC Policies defined in the Missouri WOM Policies 2.2.010 through 2.2.080.

1.7 The Contractor shall manage an electric breast pump loan program in compliance with the WIC Breast Pump Policy as defined in the Missouri WOM Policy 2.1.030.

2. Budget/Allowable Costs:

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

2.2 The Contractor shall directly pay peer counselors a stipend or wage as set forth in Attachment F and as defined in the Missouri WOM Policy 2.2.040.

2.3 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent (48%) of the allocated funds or at the end of the third quarter if less than seventy-three percent (73%) has been spent. The Contractor will be given thirty (30) days prior written notification of any reallocation.

3. Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS and on the Department approved contact logs when working outside the clinic as defined in the Missouri WOM Policy 2.2.050.

4. Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the Online WIC Invoicing Application according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice the Special Funding 1 Breastfeeding.

4.1.2 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice the Special Funding 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget for either Special Funding 1 or Special Funding 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 10th of the following month, the Missouri WIC Breastfeeding Peer Counselor Activity Report as defined in the Missouri WOM Policy 2.2.050, and verify that it accurately reports the number of contacts made by the peer counselor(s).

5. Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

Guidelines for Allowable Items for Reimbursement
Missouri Breastfeeding Peer Counseling Program (BFPC)

Categories	Special BFPC Funding 1
Wages, Salary and Benefits	▪ A rate at or above minimum wage. The payment must be made directly to peer counselors. ▪ Providing gift certificates to peer counselors in place of salary is not allowed. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program, including supervision. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Other Program Expenses	▪ All expenses listed below for Special BFPC Funding 2 and any additional expenses necessary to manage an effective Breastfeeding Peer Counselor Program. ▪ Includes items that can be given to participants, such as breastfeeding supplies and literature.

Categories	Special BFPC Funding 2
Wages, Salary and Benefits	▪ A rate at or above minimum wage. The payment must be made directly to peer counselors. ▪ Providing gift certificates to peer counselors in place of salary is not allowed. ▪ Hours for providing peer counseling services, attending meetings and trainings. ▪ Hours for managing the program, including supervision. ▪ Hours for the designated breastfeeding expert to follow-up with referrals made from the peer counselor for breastfeeding problems outside of the peer counselor's scope of practice. ▪ The majority of the total of Special BFPC Funding 1&2 should be used for peer counselor salary.
Office Costs and Supplies	▪ Nametags for peer counselors. ▪ Breastfeeding resources, such as breast models, breastfeeding books and dolls. ▪ Outreach materials to promote services through BFPC and recruit peer counselors.
Training and Retention	▪ Cost for conducting training sessions or in-services to peer counselors, including cost of training materials. ▪ Cost of attending the BFPC training sessions in Jefferson City for program coordinators. ▪ Cost of attending regional peer counseling trainings, quarterly meetings, BFPC conferences and other approved training, including meals, lodging, mileage and other approved expenses. ▪ Recognition items for peer counselors, such as t-shirts.
Travel	▪ Costs incurred for traveling to and from hospital and home visits, or satellite clinics. ▪ Costs incurred for travel for outreach activities.
Telephone and Mail	▪ Cost of a cell phone or cost of making phone contacts while providing peer counseling services. ▪ Cost for mailing and postage.
Other Program Expenses	▪ Expenses must be used to support the work of the peer counselor. ▪ Items that are distributed to participants are not allowed under Special BFPC Funding 2.

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary	*Date*

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

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

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

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

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

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

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

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

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

Tracking #	52564	**State:** 0%	$0.00	**Federal:** 100%	$611,813.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2022	**Contract End:** 9/30/2023	**Amend#:** 00	**Contract #:**	
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	3MO700804-2021				
Federal Award Name:	WIC BREASTFDNG PEER CO				
Federal Award Year:	2021	**DHSS #:**	22BRSTFEDWIC	**Federal Obligation:**	$41,137.00

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2023	**DHSS #:**	23WIC-FOA	**Federal Obligation:**	$570,676.00

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

Project Description:

Federal Fiscal Year 2023 contracts with Women, Infant, and Child (WIC) local agencies in Missouri to provide WIC and Nutrition Services to participants.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-284 – Final Plat Review, Emerald Glades Plat 1

MEETING DATE:
October 3, 2022

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 054-22: Final Plat Review – A request to review the Final Plat of Emerald Glades Pat 1located at 3330 & 3332 N St. Louis Ave. – Schuber Mitchel Homes

BACKGROUND:
The final plat approval is for Emerald Glades Plat 1 Subdivision located at 3330 & 3332 N St. Louis Ave. This subdivision will be 31 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map.

PLANNING & ZONING COMMISSION TESTIMONY:
Jacob Lett, Schuber Mitchell Homes, 3330 N. Range Line, Joplin, Missouri stated this is the final plat for the sub-division. They are hoping to get started on this relatively soon and move forward with the first phase in this multi-phased development.

PUBLIC COMMENT;
None

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-284.
Planning & Zoning Commission recommends approval for Case 054-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Case 054-22: Final Plat

3330 & 3332 N. St. Louis Ave.-A request to review a final plat.

Jacob Lett, Schuber Mitchell Homes, 3330 N. Range Line, Joplin, Missouri stated this is the final plat for the sub-division. They are hoping to get started on this relatively soon and move forward with the first phase in this multi-phased development.

Mr. Eastman asked if the Board had any questions on Case 054-22.

There were none.

Mr. Eastman asked if anyone wished to speak in favor of Case 054-22.

There were none.

Mr. Eastman asked if anyone wished to speak in opposition of Case 054-22.

There were none.

MR. KIMBLE MOVED THAT CASE 054-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Z&P Meeting: September 12, 2022
Council Meeting: October 3, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 054-22 Final Plat Review

NAME OF SUBDIVISION Emerald Glades

LOCATION: 3330 and 3332 N. St. Louis Ave.

APPLICANT: Schuber Mitchell Homes

PRESENT ZONING: R-1-PD

PRESENT LAND USE: Vacant but for a few structures

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	Out of City Limits
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Vacant

SUBDIVISION:

Number of lots
31

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
N. St. Louis Ave.	Collector	60’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC

HAZARD?

No. Entryways into the subdivision via N. St. Louis Ave. are property spaced to provide access.

UTILITIES: All necessary utilities will be extended and constructed to provide the site. This includes stormwater detention, sewer, electricity, water, and others.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes, with an approved Planned Development Overlay.

DISCUSSION:

This Final Plat review is coming back to P+Z as a previously unknown gas main and easement was discovered after the original approval. This has resulted in the plat design being shifted to the West by 30 feet. There is no change to street layout, lot design, or any other major feature. There will be small changes to the depth of the lots on the East and West side to accommodate the shift. This subdivision will be 31 residential lots, zoned R-1-PD Single-family Residential Planned Development, with Council approval. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations, with an approved Planned Development Overlay.

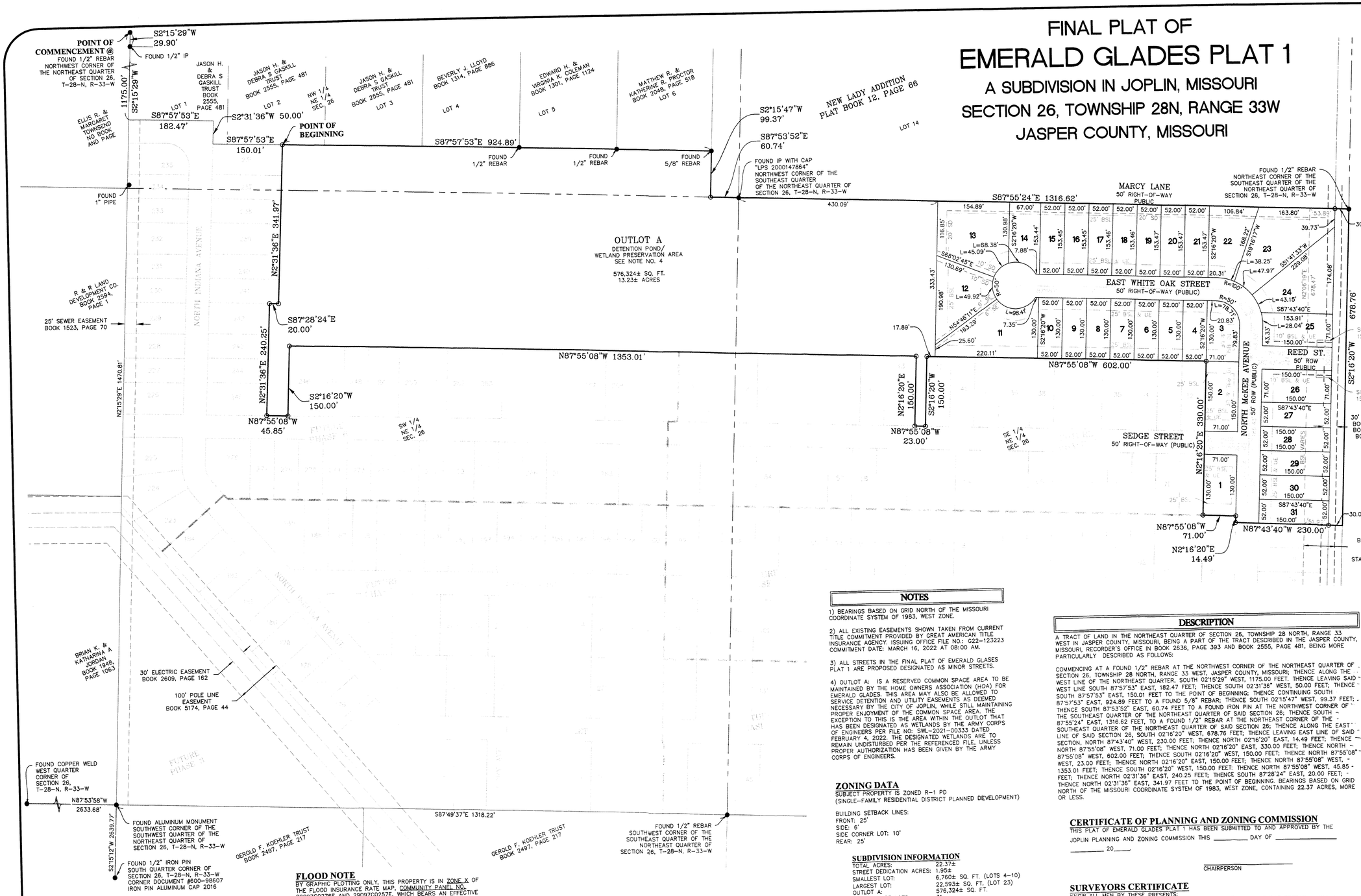
Schuber Mitchell Homes is seeking a 31-lot residential subdivision for single-family residential uses as the first phase of the 281-lot Emerald Glades Subdivision. Utilities will be required to be extended. The stormwater and wetland area in the northern part of the preliminary plat is included with this first phase to provide that area for stormwater runoff and recreation.

Staff recommends approval of Case 054-22

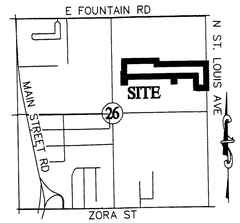
ENCLOSURES:

Applicant Material
Final Plat
Map

FINAL PLAT OF
EMERALD GLADES PLAT 1
A SUBDIVISION IN JOPLIN, MISSOURI
SECTION 26, TOWNSHIP 28N, RANGE 33W
JASPER COUNTY, MISSOURI



PARCEL TABLE	
PARCEL #	AREA
1	9230±
2	10650±
3	8689±
4	6760±
5	6760±
6	6760±
7	6760±
8	6760±
9	6760±
10	6760±
11	19987±
12	14988±
13	21579±
14	9132±
15	7979±
16	7979±
17	7980±
18	7980±
19	7980±
20	7980±
21	7981±
22	12889±
23	22593±
24	19121±
25	10686±
26	10650±
27	7800±
28	7800±
29	7800±
30	7800±
31	7798±



LOCATION SKETCH
SECTION 26, T 28 N, R 33 W
SCALE: 1"=2000'

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

NOTES

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) ALL EXISTING EASEMENTS SHOWN TAKEN FROM CURRENT TITLE COMMITMENT PROVIDED BY GREAT AMERICAN TITLE INSURANCE AGENCY. ISSUING OFFICE FILE NO.: 622-123223 COMMITMENT DATE: MARCH 16, 2022 AT 08:00 AM.

3) ALL STREETS IN THE FINAL PLAT OF EMERALD GLADES PLAT 1 ARE PROPOSED DESIGNATED AS MINOR STREETS.

4) OUTLOT A: IS A RESERVED COMMON SPACE AREA TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA) FOR EMERALD GLADES. THIS AREA MAY ALSO BE ALLOWED TO SERVICE DETENTION AND UTILITY EASEMENTS AS DEEMED NECESSARY BY THE CITY OF JOPLIN, WHILE STILL MAINTAINING PROPER ENJOYMENT OF THE COMMON SPACE AREA. THE EXCEPTION TO THIS IS THE AREA WITHIN THE OUTLOT THAT HAS BEEN DESIGNATED AS WETLANDS BY THE ARMY CORPS OF ENGINEERS PER FILE NO: SWL-2021-00333 DATED FEBRUARY 4, 2022. THE DESIGNATED WETLANDS ARE TO REMAIN UNDISTURBED PER THE REFERENCED FILE, UNLESS PROPER AUTHORIZATION HAS BEEN GIVEN BY THE ARMY CORPS OF ENGINEERS.

ZONING DATA

SUBJECT PROPERTY IS ZONED R-1 PD
(SINGLE-FAMILY RESIDENTIAL DISTRICT PLANNED DEVELOPMENT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT: 10'
REAR: 25'

SUBDIVISION INFORMATION

TOTAL ACRES:	22.37±
STREET DEDICATION ACRES:	1.95±
SMALLEST LOT:	6,760± SQ. FT. (LOTS 4-10)
LARGEST LOT:	22,593± SQ. FT. (LOT 23)
OUTLOT A:	576,324± SQ. FT.
TOTAL NO OF LOTS:	31
CURRENT ZONING:	R-1 PD
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2636, PG 393 & BK 2555, PG 481

CITY APPROVAL

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

(SEAL)

ATTEST:

_____ CITY CLERK

_____ MAYOR

_____ CITY ENGINEER

DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND BOOK 2555, PAGE 481, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°15'29" WEST, 1175.00 FEET, THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 182.47 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 150.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°57'53" EAST, 924.89 FEET TO A FOUND 5/8" REBAR; THENCE SOUTH 02°15'47" WEST, 99.37 FEET; THENCE SOUTH 87°53'52" EAST, 60.74 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 87°55'24" EAST, 1316.62 FEET, TO A FOUND 1/2" REBAR AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID SECTION 26, SOUTH 02°16'20" WEST, 678.76 FEET; THENCE LEAVING EAST LINE OF SAID SECTION, NORTH 87°43'40" WEST, 230.00 FEET; THENCE NORTH 02°16'20" EAST, 14.49 FEET; THENCE NORTH 87°55'08" WEST, 71.00 FEET; THENCE NORTH 02°16'20" EAST, 330.00 FEET; THENCE NORTH 87°55'08" WEST, 602.00 FEET; THENCE SOUTH 02°16'20" WEST, 150.00 FEET; THENCE NORTH 87°55'08" WEST, 23.00 FEET; THENCE NORTH 02°16'20" EAST, 150.00 FEET; THENCE NORTH 87°55'08" WEST, 1353.01 FEET; THENCE SOUTH 02°16'20" WEST, 150.00 FEET; THENCE NORTH 87°55'08" WEST, 45.85 FEET; THENCE NORTH 02°31'36" EAST, 240.25 FEET; THENCE SOUTH 87°28'24" EAST, 20.00 FEET; THENCE NORTH 02°31'36" EAST, 341.97 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 22.37 ACRES, MORE OR LESS.

CERTIFICATE OF PLANNING AND ZONING COMMISSION

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

_____ CHAIRPERSON

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.

LAST REVISION DATE JULY 21, 2022
ANDERSON ENGINEERING, INC. L.C. 62
by

_____ RONALD W. WALLACE
MO P.L.S. NO. 2019015191

_____ 7-21-22 DATE

FOR REVIEW

LEGEND

FOUND IRON PIN AS NOTED	●
SET 5/8" X 18" REBAR WITH PLASTIC STAMPED A/E INC LC 62	o
UTILITY EASEMENT	UE
BUILDING SETBACK LINE	BSL
STORM DRAINAGE EASEMENT	SD
SANITARY SEWER EASEMENT	SE
RIGHT-OF-WAY	ROW
PROPERTY LINE	———
SECTION LINE	——— — ———
PHASE LINE	——— ——— ———
CENTERLINE LINE	——— — ———
BUILDING SETBACK LINE	--- --- ---
EASEMENT LINE	- - - - - -

SOURCE OF DEED
SCHUBER MITCHELL HOMES
BOOK 2636, PAGE 393

JASON H. GASKILL AND
DEBRA S. GASKILL TRUST
BOOK 2555, PAGE 481

DEVELOPER AND OWNER
SCHUBER MITCHELL HOMES, LLC
1810 FOUNTAIN ROAD
WEBB CITY, MISSOURI 64870

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
LOGAN ELLIS, P.E.
RONALD W. WALLACE, P.L.S.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0276E AND 29097C0257E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

OWNER'S CERTIFICATE AND DEDICATION

I HEREBY CERTIFY THAT I AM A MEMBER OF SCHUBER MITCHELL HOMES, LLC, BEING THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE CITY OF JOPLIN, THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY DENOTED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE JOPLIN BOARD OF ALDERMAN IN THE PUBLIC INTEREST.

SCHUBER MITCHELL HOMES, LLC

BY: _____ DATE: _____

_____
MEMBER

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

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

(SEAL)

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

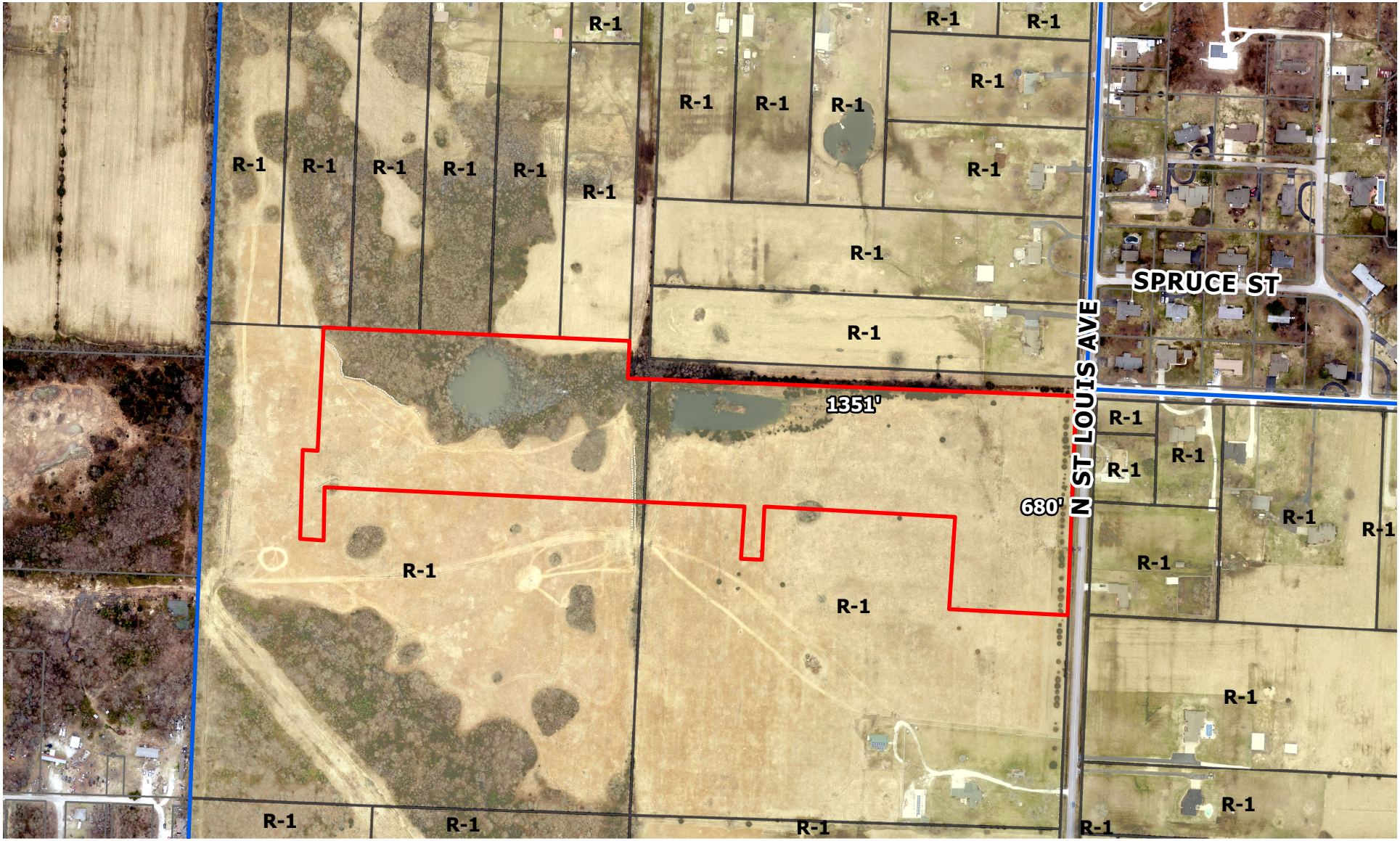
CERTIFICATE OF RECORDING

ANDERSON ENGINEERING
ENGINEERS SURVEYORS LABORATORIES DRILLING
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 7-21-22
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 22JO10028

JOP 100-6596
SHT. 1 OF 1 REV. ___

Case 054-22 Final Plat Review - 3330 & 3332 N. St. Louis Ave.



3330 & 3332 N. St. Louis Ave. – A request to review a final plat – Schuber Mitchell Homes.

Joplin City Limits

0 165 330 660 990 1,320 Feet

N

P & Z Case 054-22
Jon Abernathy.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-284 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades Plat 1 located at 3330 & 3332 N. St. Louis Ave. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at 3330 & 3332 N. St. Louis Ave. in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI,BEING PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND BOOK 2555, PAGE 481, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT A FOUND 1/2"' REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHOP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE SOUTH 87'57'53" EAST, 182.47 FEET; THENCE SOUTH 02,31,36" WEST, 50 FEET; THENCE SOUTH 87'57'53" EAST, 182.47 FEET; THENCE SOUTH 02'31'36" WEST, 99.37 FEET; THENCE SOUTH 87'57'53" EAST, 150.01 TO A FOUND 5/8" REBAR; THENCE SOUTH 02'15' 47" WEST, 99.37 FEET; THENCE SOUTH 87'53'52"EAST , 60.74 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF THE SOUTH EAST QUARTER OF THE NEORTHEAST QUARTER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID SECTION 26, SOUTH 02'16'20" WEST, 678.76; THENCE LEAVING EAST LINE OF SAID SECTION, NORTH 87'43'40" WEST, 230.00 FEET; THENCE NORTH 02'16'20" WEST, 150.00 FEET; THENCE NORTH 87'55'08" WEST, 45.85 FEET; THENCE NORTH 02'31'36" EAST, 240.25 FEET; THENCE SOUTH 87'28'24" EAST, 20.00 FEET; THENCE NORTH 02'31'36" EAST, 341.97 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MUSSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 22.37 ACRES, MORE OR LESS.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

Douglas W. Lawson, 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 No. 2022-611. This Council Bill approves the Agreement between Oakhurst Signs and Graphics of St. Petersburg, Florida, and the City of Joplin for a replacing the existing signage of the City of Joplin wayfinding system. This agreement is for the design, manufacturing, shipping, and installation of the wayfinding signs.

MEETING DATE:

Monday, October 3, 2022

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill authorizes the purchase of replacement signage for the City of Joplin Wayfinding Signage System that has been in place since 2014.

Using the existing poles and brackets in place, Oakhurst bid for Thirty-One Thousand and Fifty dollars ($31,050) for materials, manufacturing, and shipping, and Eight Thousand Two hundred and Fifty dollars ($8,250) for installation, for a total project cost of Thirty-Nine Thousand Three Hundred dollars ($39,300).

BACKGROUND:

The Joplin Convention & Visitors Bureau is seeking to replace the 8-year-old, weathered signage of the City's existing Wayfinder System with a version that will be more appealing to travelers and be more compliant with Missouri Department of Transportation (MO-DOT) regulations.

Additionally, the replacement design will incorporate the City of Joplin's new logo and color palette, per the City of Joplin Style Guide, approved in February 2022. Most of the existing locations and verbiage will remain the same, and the existing uprights and bracketing will be used. This agreement is for the design, manufacturing, shipping, and installation of the wayfinding signs.

Through the RFP process the city received two bids for this project. The lowest came in from Oakhurst Signs and Graphics of Florida.

FUNDING SOURCE:

Funding to support this agreement is included in the CVB's FY2022 budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

ATTACHMENTS:

Concept drawing.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Oakhurst Signs & Graphics, a Delaware Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-12: Replacement of Existing Wayfinding Signs Throughout the City of Joplin, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal dated May 27, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $39,300.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

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

g. Consultant understands that time is of the essence in this Agreement, and services shall be rendered promptly to not delay City.

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

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between the City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

8. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

9. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

10. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

11. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

12. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

13. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Oakhurst Signs and Graphics
ATTN: City Attorney	ATTN: Louis Corominas
602 S. Main St.	2400 31st St S
Joplin, MO 64801	St. Petersburg, FL 33712

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

15. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

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

19. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

20. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

21. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection

with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification, or breach by the other party, whether new or continuing, of the same or any other covenant, condition, or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	OAKHURST SIGNS AND GRAPHICS
_____	_____
Nick Edwards, City Manager	By: Its:

ATTEST:

_____
Holly Nagy, City Clerk

OAKHURST
SIGNS & GRAPHICS

City of Joplin

Wayfinding Signs

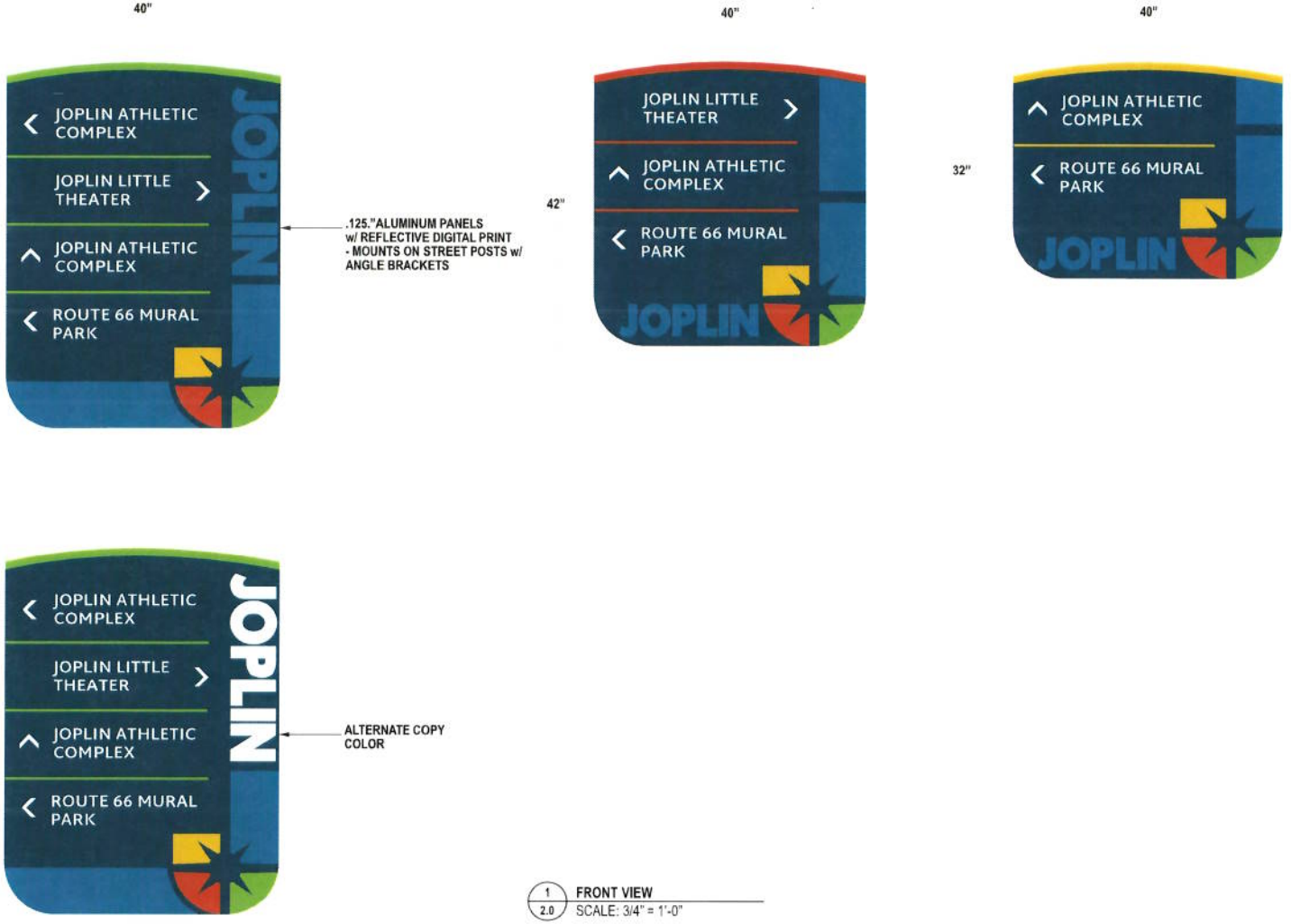
Joplin, MO



PROJ 38003
Wayfinding Sign Concepts

SIGN TYPE: WAYFINDING STREET DIRECTIONALS

OPTION A



D1 DIGITAL PRINT VINYL

- PMS 718C
- PMS 606C
- PMS 417C
- PMS 634C
- PMS 534C
- PMS 4212C

1/2.0 FRONT VIEW
SCALE: 3/4" = 1'-0"

OAKHURST
SIGNS & GRAPHICS
2392 31ST STREET SOUTH
ST. PETERSBURG, FL 33712
PHONE: 727.532.8255
165 TIDWELL DRIVE, SUITE A
ALPHARETTA, GA 30004
PHONE: 770.569.5671

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CLIENT
CITY OF JOPLIN

PROPERTY
CITY OF JOPLIN CONVENTION & VISITORS BUREAU

PROJECT
WAYFINDING CONCEPTS

ACCOUNT MANAGER
LOUIS COROMINAS

PROJECT MANAGER
CRAIG HANLON

DATE
05/23/22

VERSION
CONC 02

HISTORY	DATE	DESIGNER
CD01	05/23/22	RB
CONC 02	09/15/22	RB

REVISION LOG

SIGN TYPE: WAYFINDING STREET DIRECTIONALS

OPTION A



1/3.0 FRONT VIEW
SCALE: 1/2" = 1'-0"

OAKHURST
SIGNS & GRAPHICS

2392 31ST STREET SOUTH
ST. PETERSBURG, FL 33712
PHONE: 727.532.8255

165 TIDWELL DRIVE, SUITE A
ALPHARETTA, GA 30004
PHONE: 770.569.5871

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CLIENT
CITY OF JOPLIN

PROPERTY
CITY OF JOPLIN CONVENTION & VISITORS BUREAU

PROJECT
WAYFINDING CONCEPTS

ACCOUNT MANAGER
LOUIS COROMINAS

PROJECT MANAGER
CRAIG HANLON

DATE
05/23/22

VERSION
CONC 02

HISTORY	DATE	DESIGNER
CD01	05/23/22	RB
CONC 02	09/15/22	RB

REVISION LOG

COUNCIL BILL NO. 2022-611 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the City's current wayfinding signage was commissioned and installed in 2014; and

WHEREAS, the City's current wayfinding signage has reached the end of its useful life; and

WHEREAS, the City desires to replace the current wayfinding signage with new wayfinding signage that is not only new, but is also more appealing to travelers and incorporates the City's new marketing and tourism materials, such as its logo and color palette.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00), a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagyt, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney