COUNCIL AGENDA
Monday, October 7, 2019
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Joplin Youth Council Update

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Semi-Annual Insurance Update By Segal Consulting

      Documents:

      JOPLIN INSURANCE 2020 BUDGET PROJECTIONS.PDF

6. **Citizen Requests And Petitions**

   1. Janus Lazarus, Joplin, Would Like To Invite The City Council To Participate In The 2019 City Challenge Exhibition On October 19, 2019, At Memorial Hall During The Joplin Table Tennis Club - USATT Sanctioned Tournament

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-275
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 5051 S Main Street, City of Joplin, Newton County, Missouri.

      Documents:

      CB 2019-275 STAFF REPORT.PDF
      CB 2019-275 SUMMARY.PDF
      CB 2019-275.PDF
      CB 2019-275 MINUTES.PDF

   3. COUNCIL BILL NO. 2019-276
      AN ORDINANCE providing to vacate approximately 320 feet of a 20-foot-wide utility easement located at 2300 E. 7th Street, Joplin, MO.

      Documents:

      CB 2019-276 MINUTES.PDF

CB 2019-276 STAFF REPORT.PDF
CB 2019-276 SUMMARY.PDF
CB 2019-276.PDF

4. COUNCIL BILL NO. 2019-277
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District
C-3 property as described below and located 3010 S. Connecticut Ave, City of Joplin, Jasper
County, Missouri.

Documents:

CB 2019-277 STAFF REPORT.PDF
CB 2019-277.PDF
CB 2019-277 SUMMARY.PDF
CB 2019-277 MINUTES.PDF

5. COUNCIL BILL NO. 2018-278
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District
C-3 property as described below and located 3220 Belle Center Rd., City of Joplin, Jasper
County, Missouri.

Documents:

CB 2019-278 MINUTES.PDF
CB 2019-278 STAFF REPORT.PDF
CB 2019-278 SUMMARY.PDF
CB 2019-278.PDF

6. COUNCIL BILL NO. 2019-279
AN ORDINANCE providing to vacate a sewer utility easement approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave.

Documents:

CB 2019-279 MINUTES.PDF
CB 2019-279 STAFF REPORT.PDF
CB 2019-279 SUMMARY.PDF
CB 2019-279.PDF

7. COUNCIL BILL NO 2019-280
AN ORDINANCE providing to vacate an alley easement located approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave.

Documents:

CB 2019-280 MINUTES.PDF
CB 2019-280 STAFF REPORT.PDF
CB 2019-280 SUMMARY.PDF

CB 2019-280.PDF

8. **Consent Agenda**

    1. September 16, 2019 Informal Council Meeting Notes

        Documents:

        INF NOTES SEPT 16, 2019.PDF

    2. September 16, 2019 City Council Meeting Minutes

        Documents:

        CC MINUTES SEPT 16, 2019.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO 2019-151
    AN ORDINANCE approving a construction agreement with D & E Plumbing & Heating Inc. in the not to exceed amount of One Hundred Seventy-eight Thousand, Four Hundred and No/100 Dollars ($178,400.00) for the 44th & Virginia Force Main Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

        Documents:

        CB 2019-151- SUMMARY SHEET - DRAFT BACK TO LINDA.PDF
        CB 2019-151- AGREEMENT CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2019.PDF
        EXHIBIT - 44TH VIRGINIA LIFT STATION MAP.PDF
        BID TAB FORM.PDF
        CB 2019-151 - COUNCIL BILL - CONSTRUCTION AGREEMENT - 44TH AND VIRGINIA FORCE MAIN REPLACEMENT.PDF

    2. COUNCIL BILL 2019-152
    AN ORDINANCE approving a construction agreement with G & G Construction, Inc. in the not to exceed amount of Five Hundred Seventeen Thousand Twenty-five and no/100 ($517,025.00) for the Twin Equalization Basin Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

        Documents:

        CB 2019-152- SUMMARY SHEET - TWIN EQUALIZATION BASIN IMPROVEMENTS.PDF
        CB 2019-152 AGREEMENT CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2019.PDF
        CB 2019-152 - EXHIBIT MAP-TWIN EQ BASINS IMPROVEMENT.PDF
        BID TAB FORM.PDF
        CB 2019-152- COUNCIL BILL - CONSTRUCTION AGREEMENT TWIN EQUALIZATION BASIN IMPROVEMENTS.PDF

    3. COUNCIL BILL NO 2019-153

AN ORDINANCE approving a Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Five Hundred Thirty Eight Thousand Nine Hundred Forty Five and no/100 Dollars ($538,945.00) for the Tin Cup Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2019-153 SUMMARY SHEET - WA BMC-OC-19-001 TIN CUP PARALLEL FORCE MAIN - FOR LINDA.PDF
EXHIBIT - TIN CUP PARALLEL FORCE MAIN MAP.PDF
TIN CUP PROPOSED SCOPE OF SERVICES 09-26-19.PDF
TIN CUP WORK-AUTHORIZATION 9-26-19.PDF
CB 2019-153 COUNCIL BILL - WA BMC-OC-19-001 - TIN CUP PARALLEL FM.PDF

4. COUNCIL BILL 2019-154
AN ORDINANCE approving an amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Thirty-Two Thousand One Hundred Eighty Five Dollars and Fifty Three Cents ($32,185.53) for the Filmore Bridge Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

FILMORE AMENDMENT NO1 FULLY SIGNED.PDF
EXHIBIT - FILLMORE BRIDGE PARALLEL FORCE MAIN MAP.PDF
CB 2019-154 COUNCIL BILL - WA AMEND1 BMC-OC-18-001 - FILMORE BRIDGE PARALLEL FM.PDF
CB 2019-154 SUMMARY SHEET - WA AMEND 1 - BMAC - FILMORE BRIDGE PARALLEL FM - AFTERMTG.PDF

5. COUNCIL BILL NO. 2019-369
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 502 Cox Ave. in the City of Joplin, Missouri, for Three Thousand Fifty-seven and 00/100 Dollars ($3,057.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-369 BID.PDF
CB 2019-369 PICTURES.PDF
CB 2019-369 SUMMARY.PDF
CB 2019-369.PDF

6. COUNCIL BILLL NO. 2019-370
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 220 s. St. Louis in the City of Joplin, Missouri, for Two Thousand Seven Hundred Seventy Five and 00/100 Dollars ($ 2,775.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-370 BID.PDF
CB 2019-370 PICTURES.PDF
CB 2019-370 SUMMARY.PDF
CB 2019-370.PDF

7. COUNCIL BILL NO. 2019-371
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 1007 Roosevelt Ave. in the City of Joplin, Missouri, for Three Thousand Four Hundred Seventy Five and 00/100 Dollars ($ 3,475.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2019-371 BIDS.PDF
CB 2019-371 PICTURES.PDF
CB 2019-371 SUMMARY.PDF
CB 2019-371.PDF

8. COUNCIL BILL NO. 2019-452

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, 2019 and running through September 30, 2020, for the amount of up to Five Hundred Seventy Nine Thousand, Eight Hundred Sixty-Two Dollars and no Cents ($579,862.00), 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:

CB2019-452 SUMMARY SHEET.PDF
CB2019-452 COUNCIL BILL.PDF
CB2019-452 SUPPLEMENTAL ITEM CONTRACT.PDF

9. COUNCIL BILL NO. 2019-453

AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market Locations pharmacies as the City Health Department's pharmaceutical provider; and authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on the behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2019-453 SUMMARY SHEET.PDF

CB2019-453 COUNCIL BILL.PDF
CB 2019-453 SUPPLEMENTAL ITEM 2019-RFP-05 PHARMACY SERVICES.PDF
CB 2019-453 SUPPLEMENTAL ITEM EXHIBIT A BID RESPONSE FORM.PDF
CB 2019-453 SUPPLEMENTAL ITEM PHARMACEUTICAL SERVICES AGREEMENT SCRIPTCLAIM.PDF

10. COUNCIL BILL NO. 2019-454

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2019-454 SUMMARY SHEET HUMANE SOCIETY CONTRACT.PDF
CB2019-454-COUNCIL BILL.PDF
CB 2019-454 SUPPLEMENTAL ITEM HUMANE SOCIETY CONTRACT.PDF

11. COUNCIL BILL NO. 2019-455

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

Documents:

CB2019-455 SUMMARY SHEET.PDF
CB2019-455- COUNCIL BILL.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Approval Of Surplus Property For The Annual City Auction.
2. News From The Public Information Officer, Lynn Onstot

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

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

Those in need of disability-related auxiliary aids or services should contact the City

Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

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






Summary Healthcare Budget Projections, Assumptions, Rates & Fees

October 7, 2019

City of Joplin

Segal Consulting

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1) Executive Summary
2) Budget Projections
3) Assumptions
4) 2020 Renewals
5) City Contribution Structure
6) 2019 Monthly Contribution Rates
7) 2020 Projected Monthly Contribution Rates
8) Historical Insurance Premium Rates and Vendor Fees
9) Appendix: Financial History –
   2018 and 2019 YTD Financial Statements

City of Joplin
Executive Summary

- The City has experienced operating surpluses in fiscal 2018 and year-to-date fiscal 2019
- 2020 contribution rates are projected to change as follows:
  - Medical & prescription drug contribution rates will increase by approximately 5.6%
  - Dental premium rates and corresponding contribution rates will increase by 5%
  - Vision premium rates and corresponding contribution rates do not change
  - Life and AD&D insurance premium rates and contributions do not change
- Assets are projected to remain above suggested reserve levels, under the assumptions noted throughout this report

The projections provided are estimates of future costs and are based on information available to Segal Consulting at the time the projections were made. Segal Consulting 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, health trend rates and claims volatility. The accuracy and reliability of health projections decrease as the projection period increases. Segal Consulting's pricing guidance is not intended to provide legal advice. Issues involving the interpretation of laws/regulations should be referred to legal counsel for authoritative advice.

City of Joplin
Budget Projections

PROJECTED INCOME AND EXPENSE, FISCAL YEARS ENDED DECEMBER 31

	Aggregate			PPPM		
12 Months Ending	**Dec-19**	**Dec-20**	**Dec-21**	**Dec-19**	**Dec-20**	**Dec-21**
Income						
City Contributions	$4,527,000	$4,777,600	$5,123,000	$751.49	$793.09	$850.43
Employee Contributions	1,140,700	1,199,600	1,278,500	189.36	199.14	212.23
Retiree/COBRA Contributions	135,100	142,600	152,600	22.43	23.67	25.33
Total Income	**$5,802,800**	**$6,119,800**	**$6,554,100**	**$963.28**	**$1,015.90**	**$1,087.99**
Expenses						
Medical	$3,116,200	$3,334,400	$3,567,800	$517.30	$553.52	$592.26
Prescription Drug	1,347,100	1,454,900	1,571,300	223.62	241.52	260.84
Dental Premium	312,500	328,100	338,000	51.88	54.47	56.11
Vision Premium	40,900	40,900	40,900	6.79	6.79	6.79
Life Insurance Premium	91,400	91,400	91,400	15.17	15.17	15.17
Stop-Loss Insurance Premium	564,400	619,300	693,700	93.69	102.81	115.16
Anthem ASO / EAP Fees	247,600	247,600	247,600	41.10	41.10	41.10
Total Expenses	**$5,720,100**	**$6,116,600**	**$6,550,700**	**$949.55**	**$1,015.38**	**$1,087.43**
Operating Surplus (Deficit)	**$82,700**	**$3,200**	**$3,400**	**$13.73**	**$0.52**	**$0.56**
Enrollment	502	502	502	502	502	502
Beginning Fund Assets	**$2,711,651**	**$2,794,351**	**$2,797,551**			
Ending Fund Assets	**$2,794,351**	**$2,797,551**	**$2,800,951**			
Reserve Months	**5.5**	**5.1**	**4.8**			
Suggested Reserves						
Claims Fluctuation	$2,259,700	$2,424,700	$2,601,800			
Months	4.4	4.4	4.5			
Reserve (Shortfall)/Surplus	**$534,651**	**$372,851**	**$199,151**			

Notes:

Medical claims costs include out-of-network claims fees, equal to 50% of the discounted claims amount, which appear on the administrative fee invoices effective as of January 1, 2019.

Fund assets are net of incurred but not reported claims.

City of Joplin
Assumptions

ASSUMPTIONS FOR FISCAL YEAR ENDING DECEMBER 31

	2019	2020	2021
Trend on Expenses			
Medical	7%	7%	7%
Prescription Drug	8%	8%	8%
Dental Premium	0%	5%	3%
Vision Premium	0%	0%	0%
Life Insurance Premium	17%	0%	0%
Accidental Death and Dismemberment	0%	0%	0%
Stop-Loss Insurance Premium	12%	10%	12%
Anthem ASO Fees	0%	0%	0%
Enrollment			
Actives	493	493	493
Retirees	9	9	9

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 may be found on page 11 and 12 of this report.

City of Joplin
2020 Renewals

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

- Anthem BCBS Stop-Loss Fees
  - Anthem initially proposed a 15.5% increase, but was negotiated down to a 10% increase on the stop-loss premium rate
- Cigna Dental Premium
  - In accordance with the prior year agreement, the Cigna Dental premium increase 5% was capped, but based on the CIGNA rate development the rates would have increased by 26% if the 2nd year rate cap was not negotiated for 2020
  - Dental contribution rates will increase consistent with the premium change
- EyeMed Vision Premium
  - EyeMed vision premiums for both the Exam Only and Plan H plans will not change in 2020, and are guaranteed through December 31, 2023
  - Vision contribution rates will not change
- More detailed information follows on the next page

City of Joplin
2020 Renewals

The results of our negotiations with the carriers is summarized below:

Carrier	Coverage Type	Proposed Renewal	Negotiated Renewal	Negotiated Reduction in Annual Cost	Guarantee Period
Anthem BCBS	Administrative Services	N/A - Under rate guarantee		N/A	1/1/19-12/31/20 (2 years)
Anthem BCBS	Stop Loss	$69.03 PCPM Single $148.51 PCPM Family (+15.5% composite)	$65.73 PCPM Single $141.40 PCPM Family (+10.0% composite)	$31,000	1/1/20-12/31/20 (1 year)
CIGNA Dental	Dental	N/A – 5% Rate Cap Would have been +26%	$30.00 PCPM – Single (+5.0%) $79.99 PCPM – Family (+5.0%)	$65,000	1/1/20-12/31/21 (2 years)
Symetra	Life and AD&D	N/A - Under rate guarantee		N/A	1/1/19-12/31/20 (2 years)
Guardian	Disability	N/A - Under rate guarantee		N/A	1/1/19-12/31/20 (2 years)
EyeMed	Vision	$1.43 PCPM – EE Only $2.72 PCPM – EE + Spouse $2.87 PCPM – EE + Children $4.22 PCPM – Family	$1.43 PCPM – EE Only (0%) $2.72 PCPM – EE + Spouse (0%) $2.87 PCPM – EE + Children (0%) $4.22 PCPM – Family (0%)	$0	1/1/20-12/31/23 (4 years)
Total				**$96,000**	

- Reductions in annual costs resulting from negotiation are estimated based on 502 enrollees for stop-loss coverage and 475 enrollees for dental coverage.

City of Joplin
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 also 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.

City of Joplin
2019 Monthly Contribution Rates

Monthly Contributions
Fiscal Year Ending December 31, 2019

City Contributions	Single	Family	Employee + Spouse	Employee + Child(ren)
Anthem BCBS PPO	$472.32	$991.88		
CIGNA Dental Insurance	$20.00	$49.40		
Employee Basic Life Insurance	Contributions vary by age and salary			
Employee Contributions	**Single**	**Family**	**Employee + Spouse**	**Employee + Child(ren)**
Anthem BCBS PPO	$0.00	$330.64		
CIGNA Dental Insurance	$8.58	$26.60		
EyeMed Vision - Exam Only	$1.44	$4.22	$2.72	$2.88
EyeMed 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		$0.70 per child		
COBRA/Retiree Contributions	**Single**	**Family**	**Employee + Spouse**	**Employee + Child(ren)**
Anthem BCBS PPO	$481.76	$1,348.96		
CIGNA Dental Insurance	$29.14	$77.52		
EyeMed Vision - Exam Only	$1.48	$4.30	$2.78	$2.94
EyeMed Vision - Plan H	$5.44	$15.98	$10.32	$10.88

City of Joplin
2020 Projected Monthly Contribution Rates

Projected Monthly Contributions
Fiscal Year Ending December 31, 2020

City Contributions	Single	% Change	Family	% Change	Employee + Spouse	% Change	Employee + Child(ren)	% Change
Anthem BCBS PPO	$498.88	5.6%	$1,047.68	5.6%				
CIGNA Dental Insurance	$21.00	5.0%	$51.86	5.0%				
Employee Basic Life Insurance	Contributions vary by age and salary							
Employee Contributions	**Single**	**% Change**	**Family**	**% Change**	**Employee + Spouse**	**% Change**	**Employee + Child(ren)**	**% Change**
Anthem BCBS PPO	$0.00	0.0%	$349.24	5.6%				
CIGNA Dental Insurance	$9.00	4.9%	$27.94	5.0%				
EyeMed Vision - Exam Only	$1.44	0.0%	$4.22	0.0%	$2.72	0.0%	$2.88	0.0%
EyeMed Vision - Plan H	$5.34	0.0%	$15.66	0.0%	$10.12	0.0%	$10.66	0.0%
Employee Supplemental Life - $50,000	Contributions vary by age							
Spouse Voluntary Life - $25,000			Contributions vary by age					
Child(ren) Voluntary Life - $10,000			$0.70 per child					
COBRA/Retiree Contributions	**Single**	**% Change**	**Family**	**% Change**	**Employee + Spouse**	**% Change**	**Employee + Child(ren)**	**% Change**
Anthem BCBS PPO	$508.86	5.6%	$1,424.86	5.6%				
CIGNA Dental Insurance	$30.60	5.0%	$81.40	5.0%				
EyeMed Vision - Exam Only	$1.48	0.0%	$4.30	0.0%	$2.78	0.0%	$2.94	0.0%
EyeMed Vision - Plan H	$5.44	0.0%	$15.98	0.0%	$10.32	0.0%	$10.88	0.0%

City of Joplin

Historical Insurance Premium Rates & Vendor Fees

Anthem Specific Stop-Loss	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Next Renewal
Single						$40.24	$45.07	$65.73	
Family						$128.82	$144.28	$141.40	
Composite		$59.94	$69.11	$75.14	$81.90				1/1/2021
Specific Deductible		$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	

Anthem BCBS Medical and Drug ASO / EAP	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Next Renewal
Per Employee Per Month	$42.64	$43.49	$43.49	$39.90	$41.10	$41.10	$41.10	$41.10	1/1/2021

Delta Dental	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Next Renewal
Single	$28.77	$29.51	$29.95						Terminated
Family	$76.54	$78.50	$79.68						
CIGNA Dental									
Single				$26.74	$26.74	$28.57	$28.57	$30.00	1/1/2021
Family				$71.05	$71.05	$75.99	$75.99	$79.79	

Humana Vision Exam Plus (Basic)	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Next Renewal
Single	$1.66	$1.66	$1.77						Terminated
EE + 1	$3.17	$3.18	$3.37						
EE + Children	$3.34	$3.34	$3.55						
Family	$4.98	$4.98	$5.30						
EyeMed Vision Exam Only									
Single				$1.43	$1.43	$1.43	$1.43	$1.43	1/1/2024
EE + 1				$2.72	$2.72	$2.72	$2.72	$2.72	
EE + Children				$2.87	$2.87	$2.87	$2.87	$2.87	
Family				$4.22	$4.22	$4.22	$4.22	$4.22	

Humana Vision Care Plan (Extended)	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Next Renewal
Single	$5.09	$5.10	$5.42						Terminated
EE + 1	$11.89	$11.90	$12.65						
EE + Children	$11.21	$11.22	$11.93						
Family	$18.57	$18.58	$19.76						
EyeMed Vision Plan H									
Single				$5.33	$5.33	$5.33	$5.33	$5.33	1/1/2024
EE + 1				$10.12	$10.12	$10.12	$10.12	$10.12	
EE + Children				$10.65	$10.65	$10.65	$10.65	$10.65	
Family				$15.65	$15.65	$15.65	$15.65	$15.65	

City of Joplin

Historical Insurance Premium Rates & Vendor Fees *continued*

Hartford Basic Life and AD&D	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Next Renewal
Life Premium Per $1,000 of Coverage	$0.110	$0.121	$0.121						Terminated
AD& D Premium Per $1,000 of Coverage	$0.015	$0.015	$0.015						Terminated
Symetra Basic Life and AD&D									
Life Premium Per $1,000 of Coverage				$0.098	$0.098	$0.098	$0.115	$0.115	1/1/2021
AD& D Premium Per $1,000 of Coverage				$0.020	$0.020	$0.020	$0.020	$0.020	1/1/2021

Hartford Voluntary Supplemental Life	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	Next Renewal
Premium Per $1,000 of Coverage - By Age									Terminated
Under 35	$0.05	$0.05	$0.05						
35 - 39	$0.08	$0.08	$0.08						
40 - 44	$0.12	$0.12	$0.12						
45 - 49	$0.19	$0.19	$0.19						
50 - 54	$0.33	$0.33	$0.33						
55 - 59	$0.53	$0.53	$0.53						
60 - 64	$0.71	$0.71	$0.71						
65 - 69	$1.11	$1.11	$1.11						
70 - 74	$1.93	$1.93	$1.93						
75+	$3.34	$3.34	$3.34						
Child Rate	$0.07	$0.07	$0.07						
Symetra Supplemental Life									
Premium Per $1,000 of Coverage - By Age									
Under 25				$0.05	$0.05	$0.05	$0.05	$0.05	1/1/2021
25 - 29				$0.05	$0.05	$0.05	$0.05	$0.05	
30 - 34				$0.05	$0.05	$0.05	$0.05	$0.05	
35 - 39				$0.08	$0.08	$0.08	$0.08	$0.08	
40 - 44				$0.12	$0.12	$0.12	$0.12	$0.12	
45 - 49				$0.19	$0.19	$0.19	$0.19	$0.19	
50 - 54				$0.33	$0.33	$0.33	$0.33	$0.33	
55 - 59				$0.53	$0.53	$0.53	$0.53	$0.53	
60 - 64				$0.71	$0.71	$0.71	$0.71	$0.71	
65 - 69				$1.11	$1.11	$1.11	$1.11	$1.11	
70 - 74				$1.67	$1.67	$1.67	$1.67	$1.67	
75 +				$2.90	$2.90	$2.90	$2.90	$2.90	
Child Rate				$0.07	$0.07	$0.07	$0.07	$0.07	

Appendix: 2018 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date
Beginning Balance	$2,541,194 [1]	$2,594,740	$2,712,483	$2,660,366	$2,760,061	$2,838,780	$2,904,760	$3,047,185	$3,084,925	$3,095,214	$3,166,598	$3,198,863	$2,541,194
Income													
City Contributions	$377,637	$379,438	$381,401	$360,344	$377,622	$379,780	$377,635	$383,900	$377,361	$376,294	$373,620	$197,479	$4,342,511
Employee Contributions [2]	105,576	107,195	106,863	102,096	106,090	104,608	108,141	116,932	104,324	103,401	111,219	63,580	1,240,025
Interest Income	1,212	0	0	0	0	0	917	0	0	(180)	0	1,121	3,070
Total	$484,425	$486,633	$488,264	$462,440	$483,712	$484,388	$486,693	$500,832	$481,685	$479,515	$484,839	$262,180	$5,585,606
Expense													
Medical [3]	$229,116	$165,723	$324,615	$167,142	$203,763	$197,919	$134,361	$242,153	$291,086	$208,942	$221,127	$253,288	$2,639,235
Stop Loss Reimbursements	0	0	0	0	0	0	0	0	0	0	(89)	0	(89)
Prescription Drug [3]	94,938	97,713	112,579	92,522	98,504	119,719	103,006	118,049	76,289	95,501	127,392	92,269	1,228,481
Dental Premium	26,023	26,416	26,750	26,654	26,426	26,549	27,148	26,692	26,854	26,749	26,198	26,160	318,619
Vision Premium	3,242	3,295	3,318	3,372	3,307	3,295	3,375	3,329	3,322	3,323	3,268	3,232	39,678
Life Premium	6,749	6,642	6,662	6,695	6,637	6,625	6,697	6,653	6,797	6,700	6,591	6,639	80,087
Stop-Loss Premium	42,259	42,169	42,311	42,257	42,306	42,386	42,362	41,983	42,692	42,611	42,314	42,217	507,867
Medical Administration	21,354	21,260	21,308	21,260	21,217	21,304	21,563	21,347	21,347	21,260	21,130	21,217	255,567
Special Events & Promotions	5	5	5	10	0	10	0	53	176	910	10	2,086	3,270
ACA Fees	0	0	0	0	0	0	2,923	0	0	0	0	0	2,923
Administration [4]	7,193	5,667	2,833	2,833	2,833	601	2,833	2,833	2,833	2,135	4,633	2,833	40,060
Total	$430,879	$368,890	$540,381	$362,745	$404,993	$418,408	$344,268	$463,092	$471,396	$408,131	$452,574	$449,941	$5,115,698
Operating Surplus/(Deficit)	$53,546	$117,743	($52,117)	$99,695	$78,719	$65,980	$142,425	$37,740	$10,289	$71,384	$32,265	($187,761)	$469,908
Ending Balance	$2,594,740	$2,712,483	$2,660,366	$2,760,061	$2,838,780	$2,904,760	$3,047,185	$3,084,925	$3,095,214	$3,166,598	$3,198,863	$3,011,102	$3,011,102
Active/COBRA Lives	487	483	487	482	483	484	486	488	485	485	482	477	484
Retiree Lives	8	8	8	8	8	7	8	8	8	8	8	9	8
Total	495	491	495	490	491	491	494	496	493	493	490	486	492

[1] Adjusted based on reconciliation to audited statements.

[2] Employee contributions include Retiree and COBRA contributions.

[3] Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City.

[4] Administration expense includes "Equipment Operating" line item from financial statements.

Appendix: 2019 YTD Financial Statement

	January	February	March	April	May	June	July	Year to Date
Beginning Balance	$3,011,102	$3,362,359	$3,400,940	$3,442,118	$3,508,677	$3,469,833	$3,370,206	$3,011,102
Income								
City Contributions	$562,163	$378,894	$376,061	$377,190	$375,302	$373,905	$376,338	$2,819,853
Employee Contributions[1]	144,154	103,552	104,566	102,980	107,276	102,709	104,345	769,582
Interest Income[2]	0	0	0	0	0	0	0	0
Total	$706,317	$482,446	$480,627	$480,170	$482,578	$476,614	$480,683	$3,589,435
Expense								
Medical[3]	$222,179	$156,865	$178,676	$212,747	$274,648	$370,653	$407,060	$1,822,828
Stop Loss Reimbursements	0	0	0	0	0	0	0	0
Prescription Drug[3]	95,693	108,127	152,215	92,350	137,233	100,390	109,573	795,581
Dental Premium	26,161	25,885	26,228	26,342	26,066	26,244	26,104	183,030
Vision Premium	3,455	3,399	3,486	3,428	3,375	3,388	3,469	24,000
Life Premium	7,641	7,577	7,665	7,661	7,640	7,571	7,571	53,326
Stop-Loss Premium	0	94,711	47,518	46,381	47,500	46,345	47,202	329,657
Medical Administration	0	44,384	20,739	21,780	21,996	21,650	21,996	152,545
Special Events & Promotions	(2,986)	0	5	5	47	0	5	(2,924)
ACA Fees	0	0	0	0	0	0	0	0
Administration[4]	2,917	2,917	2,917	2,917	2,917	0	5,565	20,150
Total	$355,060	$443,865	$439,449	$413,611	$521,422	$576,241	$628,545	$3,378,193
Operating Surplus/(Deficit)	$351,257	$38,581	$41,178	$66,559	($38,844)	($99,627)	($147,862)	$211,242
Ending Balance	$3,362,359	$3,400,940	$3,442,118	$3,508,677	$3,469,833	$3,370,206	$3,222,344	$3,222,344
Active/COBRA Lives	492	487	495	495	495	495	495	493
Retiree Lives	9	8	8	8	8	10	9	9
Total	501	495	503	503	503	505	504	502

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

[2] *Interest income includes "Other Income" line item from financial statements.*

[3] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City.*

[4] *Administration expense includes "Equipment Operating" 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 2018 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Rezoning

CASE 031-19 A request to rezone from C-1 PD (Neighborhood Commercial) to C-3 (Commercial) for future commercial development.

LOCATION 5051 S. Main St.

APPLICANT Gil Stevens

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1 PD	Vacant	13.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	R-1	R-1	C-1 PD/C3
Land Use	Medical Office	Single-family Residential	Single-family/Vacant	Motorcycle Sales/Vacant

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future commercial development and low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Main St.	Collector	175'

UTILITIES N/A – Utilities do not need to be extended to the property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The site as zoned C-1 PD is suitable for future commercial development. The C-1 PD district does restrict commercial development's intensity and prohibits many commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. There is adequate space on the site in which any potential developer can mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements.

DISCUSSION

While the C-1 PD district does allow for future commercial development, the C-3 zone that is requested by the applicant permits more intense development as well as more uses. Considering the proximity of this site to a major regional destination as well as high capacity infrastructure at the I-44 junction, the rezoning requested is not inappropriate for the area. Nearby parcels to the North and Northwest are already zoned C-3, and the rezoning of this site would be an extension along the S. Main St. corridor of commercial zoning.

While the future land use map only shows the portion of this property along S. Main St. as commercial, the pressures of development are pushing this area to transition to more commercial uses to complement the nearby regional medical center as well as users of I-44. Conflicts that may arise between uses can be mitigated through buffer requirements in the zoning code.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 031-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 7-25-19

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

For Office Use Only

Case No.: 031-19
Filing Fee: $500.00
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9/9/19

APPLICANT: Gil Stevens PHONE: 417-437-1061
ADDRESS: 619 Florida Ave Joplin, MO ZIP: 64801
OWNER: Ron Stenger Joplin, LLC PHONE:
ADDRESS: 5051 S National Bldg 5-100 Springfield, MO ZIP: 65810
LOCATION OF PROPERTY: 5051 S Main Street Joplin, MO. 64804
LEGAL DESCRIPTION: See Attached

Present Zoning C1-PD Requested Zoning: C3-PD Acreage: 13.4
Present Use of Property: Vacant Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Mercy Hospital	C3
South	Vacant Land	R-1
East	Vacant Land	R-1
West	HWY + Vacant Land	C3+R1

CHARACTER OF THE NEIGHBORHOOD: Commercial except to the East + South Property to the south only has one home the rest in acreage - small buffer to the east

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: Current C1-PD does not permit the sale of liquor except consumed on property

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: S Main/Harmon Blvd
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 TO PROVIDE FOR:

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

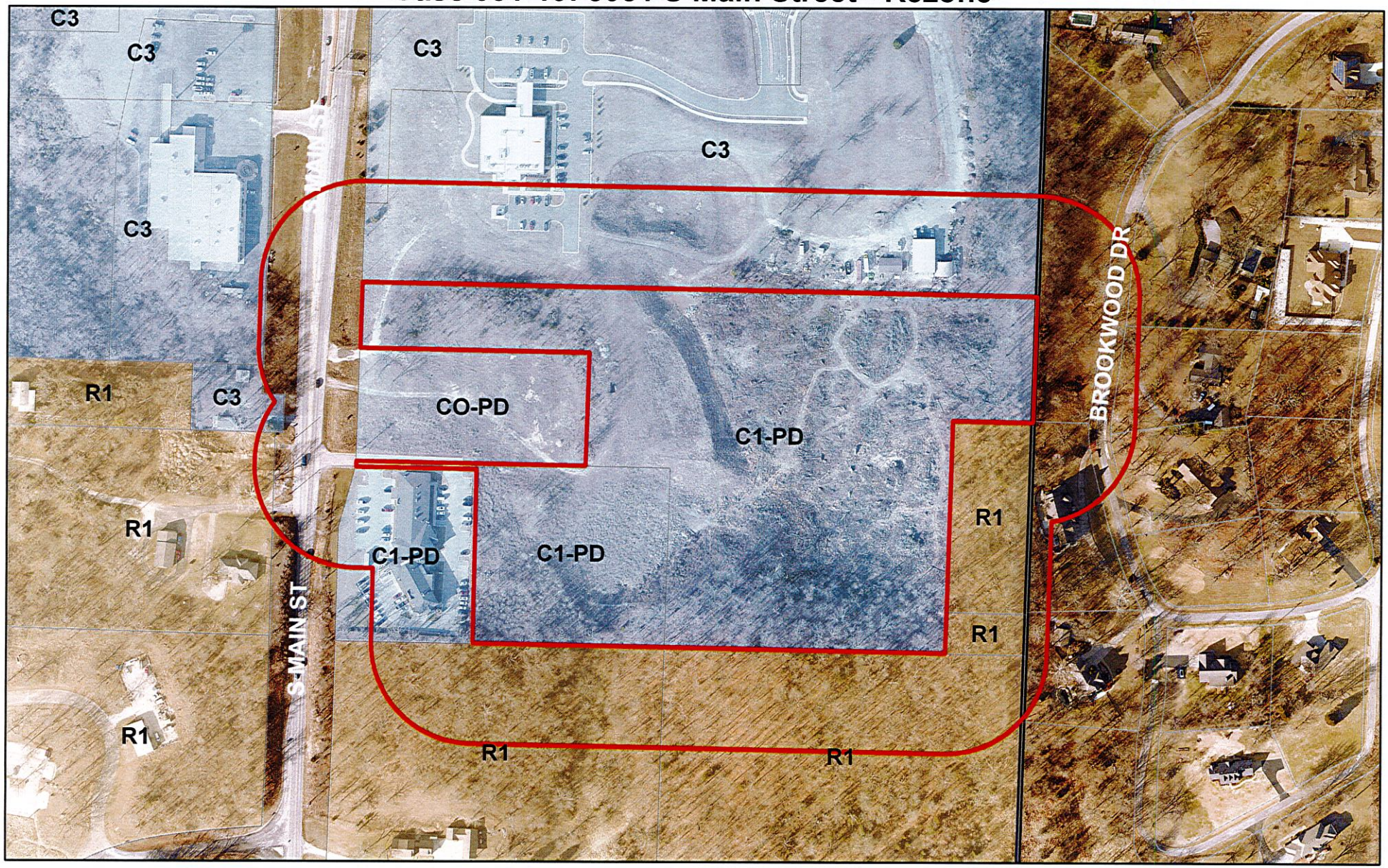
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
All Property to the North + Northwest is zoned C-3

SIGNATURE: Gilt B. Stevens DATE: 25 July 2019

BY: Giltner B. Stevens Agent for Owner

TITLE: Applicant

Case 031-19: 5051 S Main Street - Rezone



Case 031-19: 5051 S Main Street - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of future commercial development – Gil Stevens

Joplin City Limits

0 100 200 400 600 800 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-275-Rezone to Commercial District (C-3)

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 031-19: 5051 S Main Street - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of future commercial development – Gil Stevens.

BACKGROUND:
The C-3 zone that is requested by the applicant permits more intense development as well as more uses. Considering the proximity of this site to a major regional destination as well as high capacity infrastructure at the I-44 junction, the rezoning requested is not inappropriate for the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Gil Stevens, 23 Pheasant Run Drive, Joplin, MO. The owner of this property is Ron Stenger, Joplin LLC. The property to the north has a C-3 Zoning. The reason for this request is that in the event that there would be a user that would have a requirement for this zoning district. Mr. Stevens stated that currently he did not have anyone interested in this property.

PUBLIC COMMENT;
Adam Boyd, 5200 Brookwood, Joplin, Mo. Mr. Boyd owns the property to the east of this request. There is a rise that is on the other side of the hill and it drops off on the other side. With that hill and drop off we have a buffer of privacy and let an apartment building or a two-story duplex, those people will be looking down at my house and pool.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, 5 in Favor, 0 Nays, 2 Abstained.
Staff recommends approval of Case 031-19.

ATTACHMENTS
CB 2019- 275, Staff Planning Report, P&Z Commission Minutes

P & Z Case 031-19
Gil Stevens
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-275 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 5051 S Main Street, City of Joplin, Newton County, Missouri.

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

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

All that part of the Northwest Quarter Southwest Quarter of Section 26, Township 27 North, Range 33 West, Newton County, Missouri, described as beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said section; thence North 330 feet; thence West 660 feet; thence south 330 feet to the point of beginning; except commencing at the West Quarter corner of Section 26, Township 27, Range 33; thence South along the West line of said section 1320.28 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter; thence N89°20'30"E along the South line of said Quarter 26.66 feet to the East right-of-way South Main Street and the point of beginning; thence N89°20'30"E 278.29 feet; thence 0°36'23"E 317.75 feet; thence N89°44'W 208.29 feet to said right-of-way; thence along said right-of-way S0°16'31"W 31.96 feet; thence N89°43'59"W 70.0 feet; thence S0°16'W 290.26 feet to the point of beginning. And described as all of the Northwest Quarter of the Southwest Quarter of Section 26, Township 27, Range 33, Newton County, Missouri, except a tract of land described as beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 26; thence North 330 feet; thence East 660 feet; thence South 330 feet, thence West 660 feet to the point of beginning. And except commencing at the Northwest corner of the Southwest Quarter of Section 26; thence South along the West line of the Southwest Quarter of Section 26, 788.92 feet; thence S89°44'E, 98.14 feet to the point of beginning; thence S89°44'E, 417.42 feet; thence S0°02'W, 208.71 feet; thence N89°44'W 417.42 feet to a point in the East right-of-way line of highway; thence N0°16'E along said East right-of-way line of highway 208.71 feet to the point of beginning. And except commencing at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 26; thence N89°21'E along the North line of the Northwest Quarter of the Southwest Quarter of said Section 26, 310.82 feet; thence S0°16'W 45.0 feet to the point of beginning; thence N89°21'E 1003.74 feet to the East line of the Northwest Quarter of the Southwest Quarter of said section 26; thence S615.11 feet; thence S89°21'W 1214.61 feet; thence N0°16'E 197.15 feet; thence N89°21'E 40.0 feet; thence N0°16'E 210.0 feet; thence N89°21'E 168.0 feet; thence N0°16'E 208.0 feet to the point of beginning. And except commencing at the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 26; thence N0°23'E along the East line of the Northwest Quarter of the Southwest Quarter 73.27 feet to the Southwest corner of lot 15 in Royal Oaks Subdivision the point of beginning; thence N0°23'E 350.0 feet; thence West 145.0 feet; thence S0°23'W 350.0 feet; thence East 145.0 feet to the point of beginning. And except beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of

Section 26; thence N0°23'E along the East line of the Northwest Quarter of the Southwest Quarter 73.27 feet; thence West 145.00 feet; thence S0°23'W 73.93 feet to the South line of the Northwest Quarter of the Southwest Quarter; thence N89°44'E 145.00 feet to the point of beginning. And except commencing at the Northwest corner of the Southwest Quarter of Section 26; thence N89°21'E along the North line of the Southwest Quarter of said Section 26, 102.82 feet; thence S0°16'W 45.0 feet to the point of beginning, said point being on the East right-of-way line of Missouri State Highway 86; thence South 0°16'W 418.0 feet along said highway; thence N89°21'E 40.0 feet; thence N0°16'E 210.0 feet; thence N89°21'E 168.0 feet; thence N0°16'E 208.0 feet to the South right-of-way of 50th Street; thence S89°21'W 208 feet to the point of beginning. And except any part thereof taken, deeded or used for road or highway purposes

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-275

Case 031-19: 5051 S Main Street - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of future commercial development – Gil Stevens.

Mr. Dermott and Mr. Eastman excused themselves from this case.

Mr. Gil Stevens, 23 Pheasant Run Drive, Joplin, MO. The owner of this property is Ron Stenger, Joplin LLC. The property to the north has a C-3 Zoning. The reason for this request is that in the event that there would be a user that would have a requirement for this zoning district. Mr. Stevens stated that currently he did not have anyone interested in this property.

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

Mr. Adam Boyd, 5200 Brookwood, Joplin, Mo. Mr. Boyd owns the property to the East of this request. There is a rise that is on the other side of the hill and it drops off on the other side. With that hill and drop off, we have a buffer of privacy. If it is rezoned, and an apartment building or a two-story duplex is built, those people will be looking down at my house and pool. Consequently, if there is not a reason to rezone it at the present time, myself and my neighbor would appreciate it for the commission to hold off until it is pertinent.

Mr. Ramsour asked if any of the Commissioners had any questions for Mr. Boyd. They did not. There was no one else to speak against this proposal.

MRS. KOLKEBECK MOVED, SECONDED BY MR. MCCULLOUGH, FOR CASE 031-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, AND MR. MCCULLOUGH, VOTING "AYE". MR. DERMOTT AND MR. EASTMAN ABSTAINED. (5 IN FAVOR, 0 NAYS, 2 ABSTAINED).

CB 2019-276

Case 032-19: Easement Vacation – A request to vacate a utility easement located 2300 E 7th Street – David & Connie Box

David Box, 7387 River Road, Joplin, MO. There is an old sewer easement that is not being used and we would like to have it vacated for building purposes.

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

MRS. STEELE MOVED, SECONDED BY MR. EASTMAN, FOR CASE 032-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Vacation

CASE 032-19 A request for the vacation of approximately 320 feet of a 20-foot-wide utility easement.

APPLICANT David & Connie Box

REPRESENTATIVE David & Connie Box

LOCATION A utility easement running Northeast/Southwest located midblock of the 2300 block of the north side of E 8th Street.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 20' x 340'

REASON FOR VACATION

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

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No plans for new utilities to be located in the easement.

DISCUSSION

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

Staff recommends approval of Case 032-19.

ENCLOSURES

- Application
- Map

RECEIVED
7-22-19

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 032-19
Filing Fee:
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

I. Applicant Name: DAVID & CONNIE BOX Phone: 1-417-437-7669

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

Address: 7387 River Rd Joplin, MO. Zip: 64804

Email: boxrentals@cableone.net

II. Type of vacation requested (check all that apply):

Street Vacation____

Alley Vacation ✓

Utility vacation ✓

Other (Please specify)_____

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

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

1. Private rights will not be injured or endangered by the vacation. None, this property has McConnell St. that Runs along the West sid with Locke Supply across the St. Patterson St that runs along the East si with Nixons Garage across the St. On the South end - 8th St. is our Apts. On the North side is a privacy fence (we own) with Charles Burt Realty behind that.

2. The vacation will not cause the public to suffer a loss or inconvenience. No, Not at all

3. In justice to the applicant(s) the vacation should be granted. This is a old easement that is not used and has no use. This vacation will allow us to best develope the property.

V. Required Attachments:

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

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

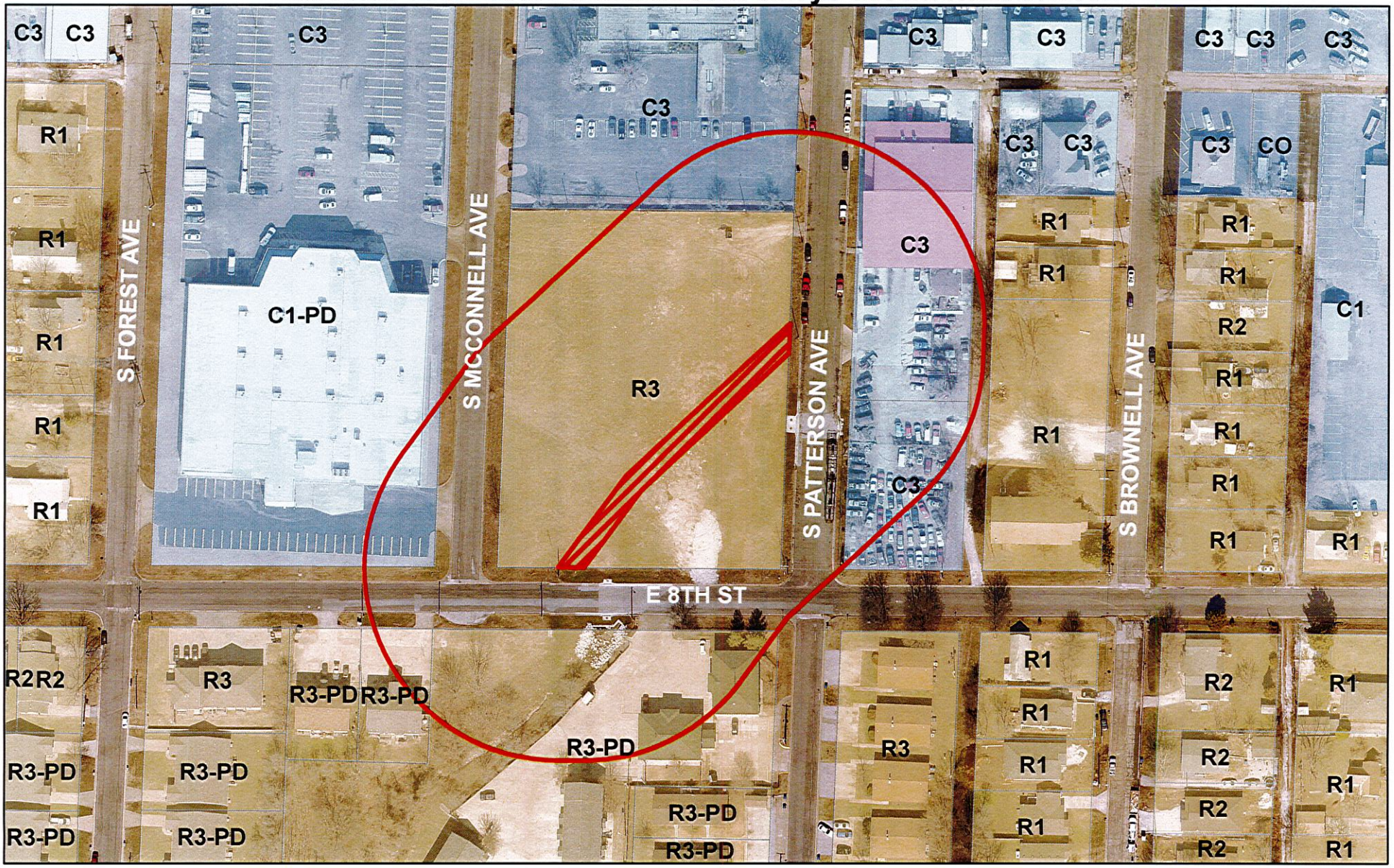
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company ✓	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company ✓	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: ~~David Box~~ Connie Box DATE: 1-23-17

BY: DAVID Box Connie Box

TITLE: Owner

Case 032-19: 2300 E 7th Street: Utility Easement Vacation



Case 032-19: 2300 E 7th Street - A request to vacate a utility easement - David & Connie Box

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-276-Utility Vacation

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:

Case 032-19: Easement Vacation – A request for the vacation of approximately 320 feet of a 20-foot-wide utility easement located 2300 E 7th Street – David & Connie Box.

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

PLANNING & ZONING COMMISSION TESTIMONY:
David Box, 7387 River Road, Joplin, MO. There is an old sewer easement that is not being used and we would like to have it vacated for building purposes.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 7 in Favor, 0 Nays.
Staff recommends approval of Case 032-19.

ATTACHMENTS
CB 2019- 276, Staff Planning Report, P&Z Commission Minutes

P & Z Case 32-19
David & Connie Box
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-276 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 320 feet of a 20-foot-wide utility easement located at 2300 E. 7th Street, Joplin, MO.

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

Section 1. To vacate approximately 320 feet of a 20-foot-wide utility easement described as:

As commencing at the Southeast corner of lot numbered 172; thence N89°44'00"W along the North line of 8th Street a distance of 186.80 feet to the point of beginning; thence N37°56'26"E a distance of 87.02 feet; thence N46°42'07"W a distance of 194.05 feet to a point on the West line of Patterson Avenue; thence N02°14'31"E along the West line of Patterson Avenue a distance of 28.55 feet; thence S46°42'07"W a distance of 215.96 feet; thence S37°56'26"W a distance of 104.00 feet to point on the North line of 8th Street; thence S89°44'00"E along the North line of 8th Street a distance of 25.27 feet to the point of beginning.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Rezoning

CASE 033-19 A request to rezone from C-1 (Neighborhood Commercial) to C-3 (Commercial) for future commercial development.

LOCATION 3010 S. Connecticut Ave.

APPLICANT David Sweeney

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Office	0.54 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1/C-1	C-3 PD	C-3 PD/C-2 PD	R-1
Land Use	Vacant	Office	Parking/Strip Commercial	Private Club

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future retail commercial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Connecticut Ave.	Collector	80'

UTILITIES N/A – Utilities do not need to be extended to the property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The site as zoned C-1 is suitable for future commercial development. The C-1 district does restrict commercial development's intensity and prohibits some commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. There is adequate space North and Southwest of the site in which any potential developer can mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements. In addition, the site lies within the Connecticut Ave. Plan Development Corridor so it will be subject to higher standards of development.

DISCUSSION

While the C-1 district does allow for future commercial development, the C-3 zone that is requested by the applicant permits more intense development as well as more uses. The Connecticut Ave. corridor is in transition to accommodate more intense commercial uses, and indeed, this transition is shown in the future land use map.

The C-3 zoning requested by the applicant is not inappropriate given the close proximity of this site to the intersection of E 32nd St. and Connecticut Ave. as well as being across the street from a large office development. Any increases in traffic to the site will be adequately handled by the current capacity of the part of Connecticut Ave. on which the site has frontage, as well as the planned widening of Connecticut to the south.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 033-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 7-30-19

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

For Office Use Only

Case No.: 033-19
Filing Fee: $500.00
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

APPLICANT: David Sweeney PHONE: 417-529-3876
ADDRESS: 3010 Connecticut Joplin, MO ZIP: 64804
OWNER: IDC Properties LLC PHONE:
ADDRESS: PO Box 1427 Joplin MO ZIP: 64803
LOCATION OF PROPERTY: 3010 S. Connecticut Ave
LEGAL DESCRIPTION: See attached

Present Zoning C-1 Requested Zoning: C-3 Acreage: 0.54
Present Use of Property: office building

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	C-1
South		C-3
East	VA Clinic	C-2
West	Vacant / Manon	R-1

CHARACTER OF THE NEIGHBORHOOD: Medical / Retail

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

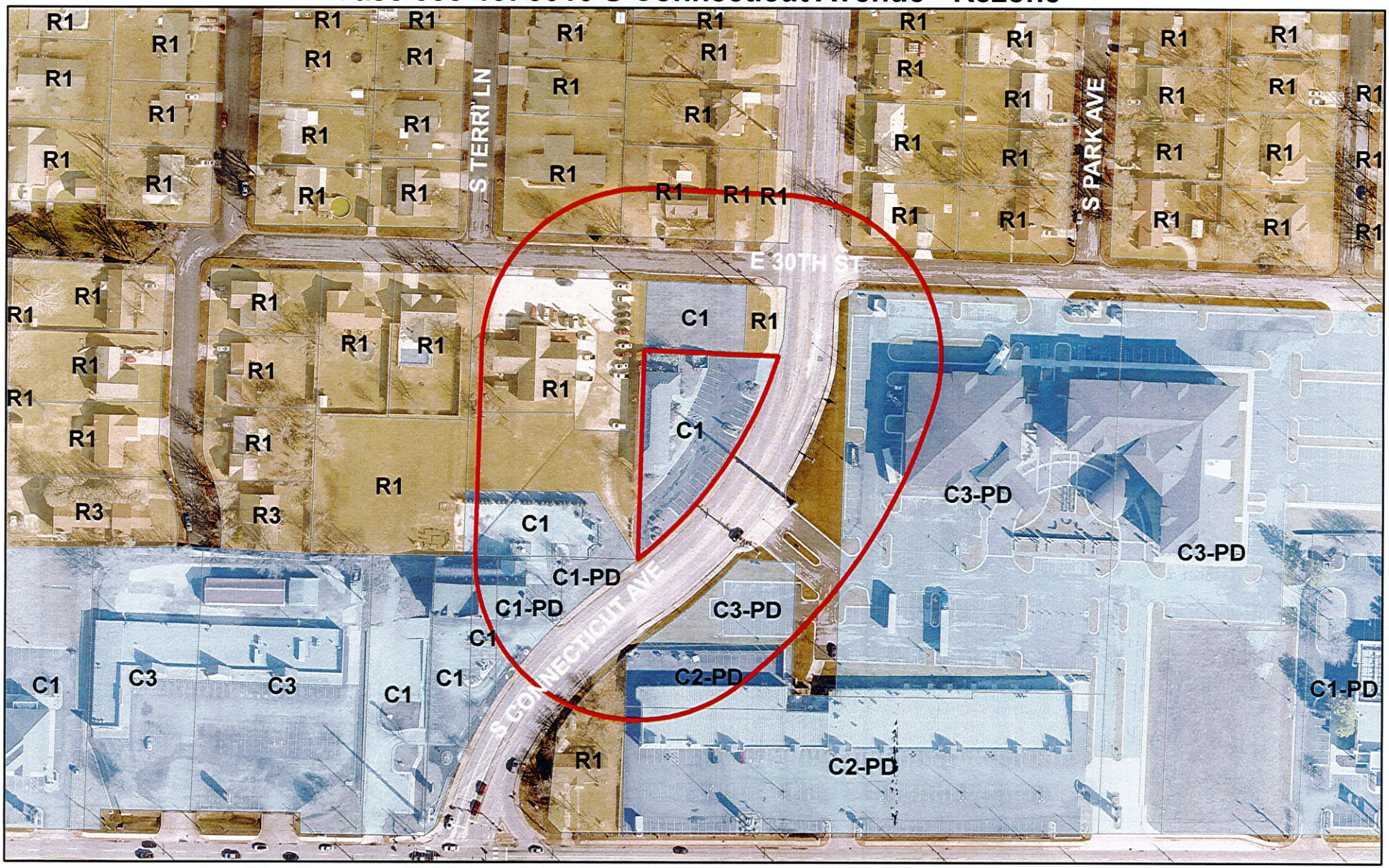
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
Location is well suited for a variety of commercial uses.

SIGNATURE: _____ DATE: 7/15/19

BY: DK Property LLC

TITLE: Manager

Case 033-19: 3010 S Connecticut Avenue - Rezone



Case 033-19: 3010 S. Connecticut Ave. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Commercial) for the purpose of future commercial development – David Sweeney

P & Z Case 033-19
David Sweeney
(P & Z Recommend Approval)

COUNCIL BILL NO. 2019-277 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District C-3 property as described below and located 3010 S. Connecticut Ave, City of Joplin, Jasper County, Missouri.

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

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

All of the South 80.0 feet of the North 160.0 feet of lot 54 in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri, except Connecticut Avenue Right-of-Way described as beginning at the Northeast corner of the above tract; thence N89°57'24"W along the North line of said tract, 19.86 feet; thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 84.35 feet, to the South line of said tract; thence S89°57'24"E, 46.20 feet, to the Southeast corner of said tract; thence North, 80.0 feet, to the point of beginning. And beginning 160.0 feet South of the Northeast corner of lot 54 in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri. Thence West 175.00 feet; thence South, 82.75 feet; thence East 175.00 feet; thence North 79.54 feet, to the point of beginning, except Connecticut Avenue Right-of-Way described as beginning at the Northeast corner of above described tract; thence N89°57'24"W along the North line of said tract, 46.20 feet; thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 94.45 feet, to the South line of said tract; thence N88°59'41"E, 94.07 feet, to the Southeast corner of said tract; thence North, 79.54 feet, to the point of beginning. And all of the South 80.0 feet of the North one-half of lot 54 in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri, except Connecticut Avenue Right-of-Way described as beginning at the Northeast corner of the above described tract: thence S88°59'41"W along the North line of said tract, 94.07 feet; thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 115.13 feet, to the Southwest corner of the above described tract, thence N88°59'41"E along the South line of said tract, 119.30 feet; thence Northeasterly along a curve with an intersection angle of 54°31'06" and a radius of 498.37 feet, 94.48 feet, to the East line of said tract; thence North, 4.83 feet, to the point of beginning. And except any part of the South 80.0 feet of the North one-half of lot 54 in Southmorland Acres Addition in the City of Joplin, Jasper County, Missouri, lying East of Connecticut Ave.,

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

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

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-277- Rezone to Commercial District (C-3)

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 033-19: 3010 S. Connecticut Ave. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for the purpose of future commercial development – David Sweeney

PLANNING & ZONING COMMISSION TESTIMONY:
David Sweeney, 2710 E 15th Street, Joplin, MO 64804. We own the property on Connecticut Ave. At this point there is some vacant space and we are just trying to put it in position to be more marketable. All of the adjacent properties except for the Alono Club to the West is all C-2 or C-3. In our interest it is best to bring it into alignment with the adjacent properties. Connecticut is a neighborhood in transition and the property is owned by IBC Properties LLC, we also own surrounding properties.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Staff recommends Case 033-19 for approval, 7 in Favor, 0 Nays.

ATTACHMENTS
CB 2019- 277, Staff Planning Report, P&Z Commission Minutes

CB 2019-277

Case 033-19: 3010 S. Connecticut Ave. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for the purpose of future commercial development – David Sweeney

David Sweeney, 2710 E 15th Street, Joplin, MO 64804. We own the property on Connecticut Ave for over 20 years. At this point there is some vacant space and we are just trying to put it in position to be more marketable. All of the adjacent properties except for the Alono Club to the West is all C-2 or C-3. In our interest it is best to bring it into alignment with the adjacent properties. Connecticut is a neighborhood in transition and the property is owned by IBC Properties LLC, we also own surrounding properties.

Mr. Ramsour asked Commissioners if they had any questions for Dr. Sweeney? They did not, but Mr. Ramsour had a question for staff. He stated there aren't any C-O in the neighboring properties.

Mr. Troy Bolander stated that was correct.

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

MR. DERMOTT MOVED, SECONDED BY MRS. KOLKEBECK, FOR CASE 033-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

CB 02019-278

Case 034-19: 3220 Belle Center Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for the operation of an indoor children's training swimming pool – Leslie Harrison.

Leslie Harrison, 420 W. Kansas, Pittsburg, KS. She stated she was wanting to change the zoning so she would be able to put up a metal building to house an indoor swimming pool to teach survival training to babies and young as 6 months up to 6 years. The program will hopefully grow to children of all ages.

Mr. Ramsour asked how large the pool would be.

Ms. Harrison state it would be 18 x 33.

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

MR. EASTMAN MOVED, SECONDED BY MRS. BRUCKNER-SEARS, FOR CASE 034-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Rezoning

CASE 034-19 A request to rezone from R-1 (Single-family Residential) to C-3 (Commercial) for the operation of an indoor children's training swimming pool.

LOCATION 3220 Belle Center Rd.

APPLICANT Leslie Harrison

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	2.14 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Outside City Limits	M-2	M-2	Outside City Limits
Land Use	Vacant	Vacant	Vacant	Residential

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W Belle Center Rd.	Collector	60'
N Cleveland Ave.	Local	60'

UTILITIES Sewer would need to be extended to this property at the owners expense.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The site as zoned R-1 is suitable for future residential development. The R-1 district does restrict the intensity of residential development and prohibits many uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. There is adequate space on this site in which any potential developer can mitigate the conflict of commercial uses with other uses in accordance with the City's buffer requirements.

DISCUSSION

The R-1 district does not allow for the use for which the applicant desires. The C-3 zone that is requested by the applicant permits more intense development as well as more uses, including the indoor swimming pool facility that the applicant intends to operate. While there are few commercial uses and zoning districts in this corner of the city, this corner is in transition. Much of the current area is vacant, with some residential uses tucked away from the main thoroughfares. However, on both N Schifferdecker Ave. and Belle Center Rd., commercial and light industrial uses are beginning to develop in and out of the city limits.

The C-3 zoning requested by the applicant is not inappropriate given nearby commercial and manufacturing uses along the corridor. Any increases in traffic to the site will be adequately handled by the current capacity of Belle Center Rd. on which the site has frontage.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 034-19.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 8-1-14

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

For Office Use Only

Case No.: 034-19
Filing Fee: $500.00
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

APPLICANT: Leslie Harrison PHONE: 620-704-2089
ADDRESS: 420 W. Kansas Pittsburg, KS. ZIP: 66762
OWNER: PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 3220 Belle Center Road
LEGAL DESCRIPTION: waiting on seller

Present Zoning R1 Requested Zoning: C2 Acreage: 2.14
Present Use of Property: unoccupied

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	Outside
South	Vacant	M2
East	~~Residen~~ Vacant	M2
West	Residential	outside

CHARACTER OF THE NEIGHBORHOOD: mostly M2, with a few residential, the zoning is mixed. This property is surrounded by trees & outside of zoning.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   not to M2, but yes to R1
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: We will teach from 7am to 8pm & will have more than 20 students a day

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: ~~Belle Center Road~~ Belle Center Road
2. Classification of Street(s):
   Arterial_____ Collector X Local _____
3. Right-of-Way Width: 20-40 feet
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   no

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? no
2. Properly Sized Street Right-of-Way? no
3. Drainage Easements? no
4. Utility Easements:
   - Electricity? no
   - Gas? no
   - Sewers? unknown @ this time
   - Water? no
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

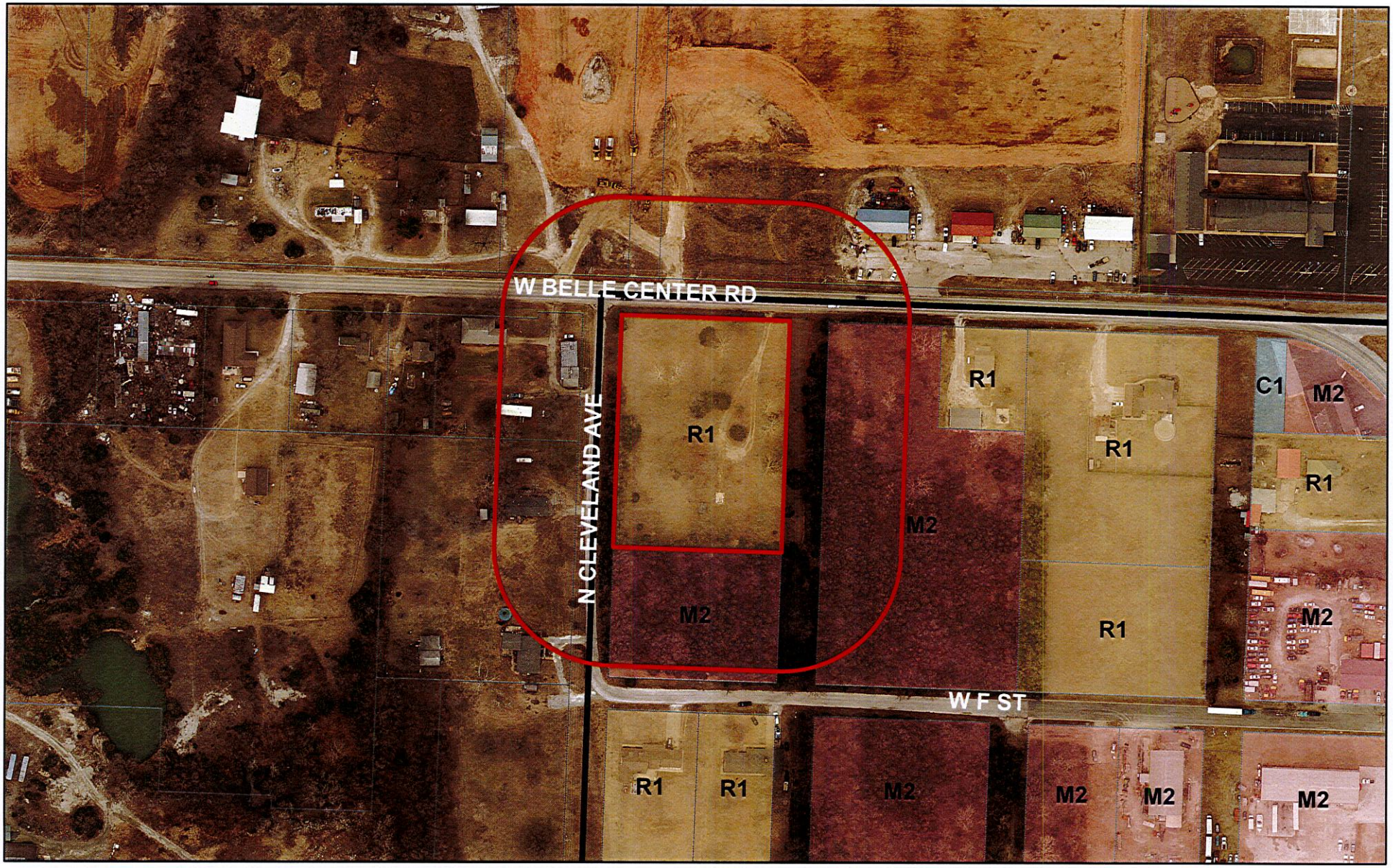
Im not exactly sure of the best fitting zone request. Plan to have aesthetics of a home, larger than daytime hours of operation, land is large enough for future home OR Rental.

SIGNATURE: Leslie Harrison DATE: 8/1/19

BY: Leslie Harrison

TITLE: purchaser

Case 034-19: 3220 Belle Center Road - Rezone



Case 034-19: 3220 Belle Center Road - A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for the operation of an indoor children's training swimming pool – Leslie Harrison

Joplin City Limits

0 100 200 400 600 800 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-278-Rezone to Commercial District (C-3)

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 034-19: 3220 Belle Center Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for the operation of an indoor children's training swimming pool – Leslie Harrison.

BACKGROUND:
The C-3 zone that is requested by the applicant permits more intense development as well as more uses, including the indoor swimming pool facility that the applicant intends to operate. While there are few commercial uses and zoning districts in this corner of the city, this corner is in transition. Much of the current area is vacant, with some residential uses tucked away from the main thoroughfares.

PLANNING & ZONING COMMISSION TESTIMONY:
Leslie Harrison, 420 W. Kansas, Pittsburg, KS. She stated she was wanting to change the zoning so she would be able to put up a metal building to house an indoor swimming pool to teach survival training to babies and young as 6 months up to 6 years. The program will hopefully grow to children of all ages.

Mr. Ramsour asked how large the pool would be.

Ms. Harrison state it would be 18 x 33.

PUBLIC COMMENT:
None.

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

RECOMMENDATION:
Staff recommends Case 034-19 for approval, 7 in Favor, 0 Nays.

ATTACHMENTS
CB 2019- 278, Staff Planning Report, P&Z Commission Minutes

P & Z Case 034-19
Leslie Harrison
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 3220 Belle Center 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. 2004-256 is hereby amended by the following described property and including in District C-3:

All of a tract of land beginning at the Northeast corner of parcel 7, miscellaneous lot 1 in the Northeast Quarter, Northeast Quarter of Section 5, Township 27, Range 33, in the City of Joplin. Thence South 330 feet, West 279.68 feet, North 330 feet, East to the point 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_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-279

Case 035-19: Easement Vacation – A request to vacate a sewer utility easement located approximately 120 ft. West and 125 ft. West of the intersection of E. 19th Street and S. Kentucky Ave. - Ledford Construction & Development.

James Ledford, 4121 S Jackson Ave, Joplin, MO. They are trying to vacate this piece of property. This is a 1906 problem that they are trying to fix. We would like to get rid of that one and you will see the other easement on there was because in 1906 they vacated the south half of that alleyway and they ended up putting in a 10-foot easement from east to west as access. The 10-foot access does not work anymore.

Mr. Ramsour mentioned there are houses in that development.

Mr. Ledford stated there was. The sewer has been moved.

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

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE, FOR CASE 035-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Vacation

CASE 035-19 A request for the vacation of approximately 110 feet of a 12-foot-wide utility easement.

APPLICANT Ledford Construction & Development

REPRESENTATIVE James Ledford

LOCATION A utility easement running North/South located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Sewer Utility Easement	Approximately 110' x 12'

REASON FOR VACATION

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

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No plans for new utilities to be located in the easement.

DISCUSSION

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

Staff recommends approval of Case 035-19.

ENCLOSURES

- Application
- Map

RECEIVED
8-9-19

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 035-19
Filing Fee: $
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

I. Applicant Name: LEDFORD CONST & DEV. Phone: 417-437-2583

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

Address: 2806 ARIZONA Suite C Zip: 64804

Email: jamesledford72@me.com

II. Type of vacation requested (check all that apply):

Street Vacation_____

Alley Vacation_____

~~Utility vacation~~ X

Other (Please specify) ~~Specialty~~ specifically JOPLIN South Sewer Dist #23

III. Legal Description of area requested to be vacated: right-of-way giving permission for DISTRICT Sewer to be lay ACROSS LOTS 80, 81, 82, 83 in Mitchell's Second

~~A STRIP OF LAND 10' WIDE OFF OF THE NORTH SIDES OF LOT 83, and 108 IN MITCHELL'S SECOND~~

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

1. Private rights will not be injured or endangered by the vacation. _____

_____

_____

2. The vacation will not cause the public to suffer a loss or inconvenience. _____

_____

_____

3. In justice to the applicant(s) the vacation should be granted. _____

_____

_____

V. Required Attachments:

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

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

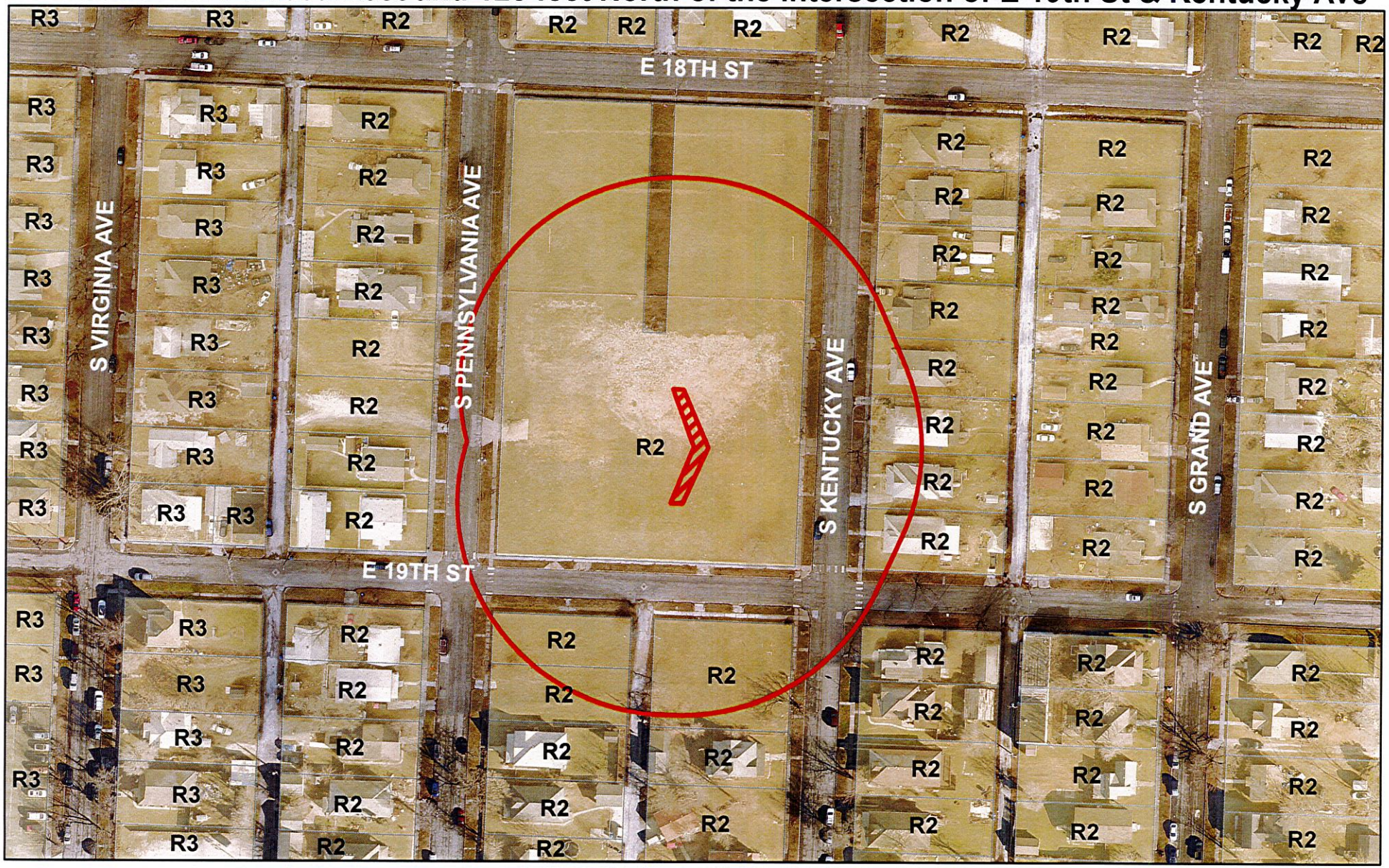
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: _____ DATE: 8-9-19

BY: _____

TITLE: _____

Case 035-19: 120 feet West and 125 feet North of the intersection of E 19th St & Kentucky Ave



Case 035-19: Easement Vacation – A request to vacate a sewer utility easement locatedapproximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. - Ledford Construction & Development.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-279-Utility Vacation

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 035-19: Easement Vacation – A request to vacate a sewer utility easement located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. -Ledford Construction & Development.

BACKGROUND:

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

PLANNING & ZONING COMMISSION TESTIMONY:
James Ledford, 4121 S Jackson Ave, Joplin, MO. They are trying to vacate this piece of property. This is a 1906 problem that they are trying to fix. We would like to get rid of that one and you will see the other easement on there was because in 1906 they vacated the south half of that alleyway and they ended up putting in a 10-foot easement from east to west as access.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 7 in Favor, 0 Nays.
Staff recommends approval of Case 035-19.

ATTACHMENTS
CB 2019- 279, Staff Planning Report, P&Z Commission Minutes

P & Z Case 035-19
Ledford Construction & Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-279 ORDINANCE NO.

AN ORDINANCE providing to vacate a sewer utility easement approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave

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

Section 1. To vacate approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave. described as:

As across lots 80, 81, 82, and 83 in Mitchell's Second Addition to the City of Joplin.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-280

Case 036-19: Easement Vacation – A request to vacate an alley easement located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. -Ledford Construction & Development.

James Ledford, 4121 S Jackson Ave, Joplin, MO. We would like to reinstall the alley easement from North to South all the way through.

Mr. Bolander gave a little history on this property. He stated that the school use to sit on this property, that is why some of the property was vacated and you have all the different easements. Originally, this lot was platted like the lots surrounding this property. This was platted as a single family residential before the school was built on it.

Mr. Ramsour stated he understood what Mr. Bolander was stated but the request reads that you want to vacate it and Mr. Ledford wants to reintroduce it.

Mr. Bolander stated that the North/South Alleyway will be extended back out and be re-dedicated. It will go all the way through from 18th Street to 19th Street.

Mr. Ledford stated the property is zoned R-2 but we are going to build single family homes on it to be consistent with the neighborhood.

Mr. Ramsour asked if there were any other questions from the Commissioners? There were not. Mr. Ramsour asked if there was anyone that would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MRS. KOLKEBECK, FOR CASE 036-19 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, MS. BRUCKNER-SEARS, MR. DERMOTT, MR. EASTMAN, AND MR. MCCULLOUGH, VOTING "AYE. (7 IN FAVOR, 0 NAYS).

Z&P Meeting: September 9, 2019
City Council Meeting: October 7, 2019

STAFF PLANNING REPORT
Vacation

CASE 036-19 A request for the vacation of approximately 260 feet of a 10-foot-wide alley easement.

APPLICANT Ledford Construction & Development

REPRESENTATIVE James Ledford

LOCATION A utility easement running East/West located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley Easement	Approximately 10' x 260'

REASON FOR VACATION

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

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

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

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No plans for new utilities to be located in the easement.

DISCUSSION

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

Staff recommends approval of Case 036-19.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 036-19
Filing Fee: $
Date Advertised: 8-25-19
Date Notices Sent 8-23-19
Public Hearing Date: 9-9-19

I. Applicant Name: Ledford Const. + Dev. Phone: 417-437-2583

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

Address: 2806 Arizona Ste. C Zip: 64804

Email: jamesledford72@me.com

II. Type of vacation requested (check all that apply):

Street Vacation_____

Alley Vacation X

Utility vacation_____

Other (Please specify)_____

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

Attached.

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

1. Private rights will not be injured or endangered by the vacation. _____

_____

_____

2. The vacation will not cause the public to suffer a loss or inconvenience. _____

_____

_____

3. In justice to the applicant(s) the vacation should be granted. _____

_____

_____

V. Required Attachments:

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

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

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

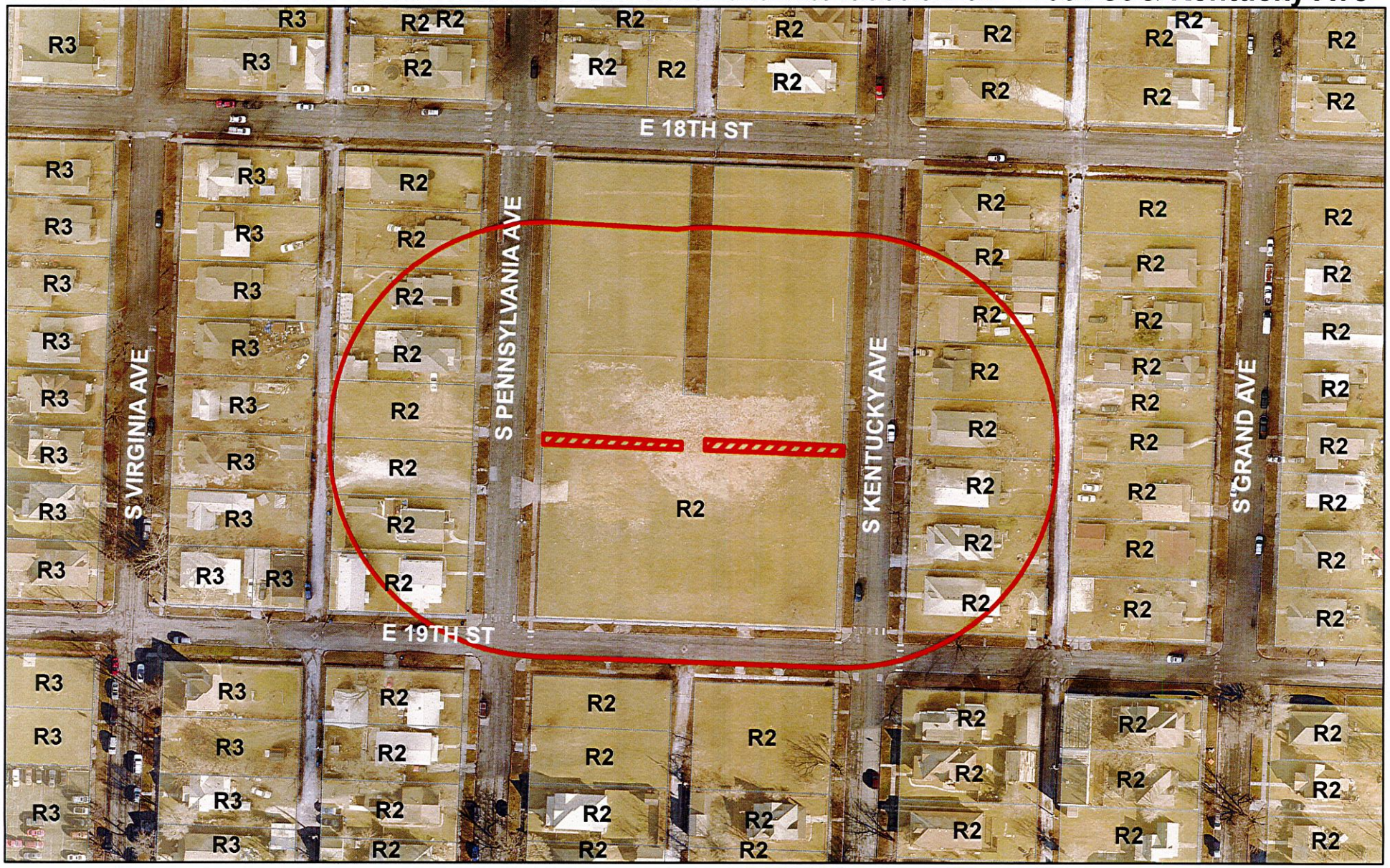
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: _____ DATE: _____

BY: _____

TITLE: _____

Case 036-19: 160 feet West and 180 feet North of the intersection of E 19th St & Kentucky Ave



Case 036-19: Easement Vacation – A request to vacate an alley easement located approximately 160 ft. West and 180 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. - Ledford Construction & Development.

0 50 100 200 300 400 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-280-Utility Vacation

MEETING DATE:
October 7, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 036-19: Easement Vacation – A request to vacate an alley easement located approximately 120 ft. West and 125 ft. North of the intersection of E. 19th Street and S. Kentucky Ave. -Ledford Construction & Development.

BACKGROUND:

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

PLANNING & ZONING COMMISSION TESTIMONY:
James Ledford, 4121 S Jackson Ave, Joplin, MO. We would like to reinstall the alley easement from North to South all the way through.

Mr. Bolander gave a little history on this property. He stated that the school use to sit on this property, that is why some of the property was vacated and you have all the different easements. Originally, this lot was platted like the lots surrounding this property. This was platted as a single family residential before the school was built on it. The North/South Alleyway will be extended back out and be re-dedicated. It will go all the way through from 18th Street to 19th Street.

PUBLIC COMMENT;
None.

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

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 7 in Favor, 0 Nays.
Staff recommends approval of Case 036-19.

ATTACHMENTS
CB 2019- 280, Staff Planning Report, P&Z Commission Minutes

P & Z Case 036-19
Ledford Construction & Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-280 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley easement located approximately 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave.

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

Section 1. The alley easement located 120 feet West and 125 feet North of the intersection of E. 19th Street and S. Kentucky Ave. described as:

> "A strip of land 10 feet wide off the North side of lots 83 and 108 in Mitchell's Second Addition to the City of Joplin", is hereby vacated.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
SEPTEMBER 16, 2019

Mayor Shaw called the September 16, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards. Absent: Taylor Brown. (Mr. Brown was present via phone conference at the formal council meeting).

IT Dept. Annual Update presented by IT Director Mark Morris

Director Morris provided a power point presentation highlighting accomplishments in his department during the past year. Among those highlights were:

- SeeClickFix ongoing support Go Live 2/4/19
- Hired GIS Technician -David Lindsay- 5/28/19

Other Personnel Changes included:

- Brandon Louderback was promoted to It Analyst
- Lane Starchman was promoted to NW Manager after Steve Kent's retirement
- Sharon Shackelford working part-time during Brandon's military deployment
- Cody Simmons hired as IT Analyst (replaced Jack Black) 8/8/19

Superion Cloud move began 5/6/2019 – successfully completed 8/12/19

- Updated Naviline
- Added Online License and Online Building permits to Click2Gov
- Deployed Naviline Mobile for Inspections and Code Enforcement (tablets are being configured now)
- Upgrade OSSI CAD to accommodate STARS/LET interface
- K9 Module integrated into OSSI-RMS
- Expanding VOIP to City Hall, Justice Center, Health Dept.
- Replace all MAPS vehicles (13) on-board computers with new Android tablets
- Install FY19 computers (108 total installations projected). All equipment is on order.

After the department update, Director Morris reviewed a sample of the responses from the SeeClickFix app that citizens have been utilizing to report concerns such as streetlight outages, property code violations, potholes, etc.

After the review, Interim City Manager Dan Pekarek pointed out that some of the concerns they have received are not appropriate for this app. Mr. Pekarek stated that now that there is sufficient data to work with, city staff can move forward to create a user group to address priorities and respond in a timelier manner to the concerns, and educate the public as to what the appropriate types of concerns are and where to direct other concerns.

The meeting adjourned at 5:50 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
SEPTEMBER 16, 2019 MEETING MINUTES

CALL TO ORDER

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

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

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

PRESENTATIONS

Faron Haase, Joplin High School Student Council (JHS STUCO) representative, presented an update to City Council on various activities within Joplin schools.

Mayor Shaw presented a proclamation proclaiming the week of September 17-23, 2019 as U.S. Constitution Week. Connie and Clifford McQuillen accepted the proclamation.

Toby Teeter updated City Council on Project Hearthstone, which is a major retail company seeking to establish a 300,000 sq. ft. distribution center in our region. They anticipate 125 jobs at an average annual wage of $51,895 and a $40 million capital investment. The land is under contract. Chapter 100 bonds will be utilized on this project for both the real and personal property. The City will be utilizing up to $100,000 of pre-approved Economic Development dedicated CDBG funds for the acquisition of a small parcel of land to give this site access to the road. Mr. Teeter further updated Council on: other ED business attractions, JIDA/Crossroads Industrial Park updates, and Entrepreneurial Ecosystem Development updates. There was discussion after the updates regarding council action to move forward with the Chapter 100 bonds. Motion by Mr. Stanley, second by Mrs. Colbert-Kean to ask city staff to draft formal documents to bring Chapter 100 Bonds to a future council meeting for Council's review. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Susan Lincoln, Corinth, Texas addressed Council on Solace House of the Ozarks (SHOTO). Susan clarified that she is temporarily living in Texas, but her permanent address is Webb City, MO. She gave a brief description of Solace House and its concept, stating SHOTO is called a social model end-of-life care home (sometimes referred to in other states as a social model hospice home/house). This means the home is owned by the community and that it is funded by donations and no guest who stays there (or their family) receives a bill. More information is available by emailing solacehouseoftheozarks@gmail.com or go to https://www.facebook.com/solacehouseoftheozarks/

PUBLIC HEARINGS

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

September 3, 2019 Informal Council Meeting Notes

Minutes of the September 3, 2019 City Council Meeting

COUNCIL BILL NO. 2019-272 - an ordinance approving the voluntary annexation by the Council of the City of Joplin, Missouri, located approximately 650 feet South and 200 feet West of the intersection of W. 32nd St. and S. John Duffy Dr., Joplin, MO., Newton County, Missouri. **Ordinance No. 2019-135**

COUNCIL BILL NO. 2019-274 - an ordinance providing to vacate a utility easement located approximately 200 ft. North and 575 ft. West of the intersection of E. Newman Road and N. Range Line Road on property. **Ordinance No. 2019-136**

COUNCIL BILL NO. 2019-402 - an ordinance approving an Agreement between the City of Joplin, Missouri, and Joplin Area Habitat for Humanity that pertains to 2017 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City. **Ordinance No. 2019-137**

RESOLUTIONS
Mr. Lawson introduced Resolution No.2019-009 – a resolution 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 Pennsylvania Avenue viaduct improvements. Motion by Mr. Lawson, second by Dr. Reid Adams to approve Resolution No. 2019-009. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0. **Resolution No. 2019-009**

ORDINANCES – EMERGENCY
Mr. Cortez introduced Council Bill No. 2019-147 - an ordinance authorizing an agreement with Joplin Industrial Electric Company Inc., in the not to exceed amount of One Hundred Seventy-Two Thousand Eight Hundred Thirty-Eight and 11/100 Dollars ($172,838.11) for the LED Traffic Signal Replacement 2019-2020 Project; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2019-147 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0. Council Bill No. 2019-147 was declared adopted and entitled **Ordinance No. 2019-138**

Mr. Stinnett introduced Council Bill No. 2019-148 - an ordinance approving a purchase order for Six Hundred Fifty-one Thousand Forty-Six and No/100 Dollars ($651,046.00) with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2019-148 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0. Council Bill No. 2019-148 was declared adopted and entitled **Ordinance No. 2019-139**

Mr. Stanley introduced Council Bill No. 2019-149 - an ordinance approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vistacor Investment Group, Inc., a Pennsylvania Corporation, for the purchase of certain real estate for the not to exceed price of Five Hundred Twenty-Four Thousand Eight Hundred Thirty-Nine and 50/100 Dollars ($524,839.50) more particularly described in Section 1 herein; authorizing the Interim City Manager to execute said Agreement in substantially similar form by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Colbert-Kean that Council Bill No. 2019-149 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0. Council Bill No. 2019-149 was declared adopted and entitled **Ordinance No. 2019-140**

Mr. Stinnett introduced Council Bill No. 2019-150 - an ordinance approving a construction agreement with Jeff Asbell Excavating and Trucking in the not to exceed amount of One Million, Three Hundred Four Thousand, Five Hundred Sixty-nine and No/100 Dollars ($1,304,569.00) for the Filmore Bridge Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2019-150 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0. Council Bill No. 2019-147 was declared adopted and entitled **Ordinance No. 2019-141**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Declare excess surplus property for the annual City of Joplin auction October 12. Assistant Director of Public Works for Operations Lawson presented a list of items for the auction. Motion by Mr. Cortez, second by Mrs. Colbert Kean to approve the list of items. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0

News from the Public Information Officer, Lynn Onstot

On Friday, October 11 the *Stanley Cup* is coming to Joplin! The St. Louis Blues organization is providing the citizens of southwest Missouri a chance to see the highest prize in North American hockey. The trophy will be on display on the 1st floor of City Hall from 9 a.m. to 11 a.m. on Friday, October 11. We ask guests to please enter through the west door on the Joplin Avenue side of the building. There will be people stationed to help guide them to the display area. We will accommodate as many people as possible to view the trophy in the two-hour timeframe. Guests may have their photo taken next to it, however, the trophy cannot be picked up or moved. After our event, the St. Louis Blues organization will then head to Tulsa to showcase the *Cup* at the Tulsa Oilers season-opening game in the evening. The Oilers are an affiliate of the NHL's St. Louis Blues.

The Republic Services Transfer Station in Galena, Kansas, that accepts bulky items from Joplin residential trash customers, will be closed Saturday, September 21. To adjust for this closing, the Transfer Station **will be open on Friday, September 20th** from 8 a.m. to 2:30 pm for Joplin residential trash customers to dispose of bulky items.

This Saturday is our monthly tree limb drop off opportunity on north Schifferdecker. Opened from 8 a.m. to 2 p.m., this location is just about ½ mile north of Belle Center Road on Schifferdecker. Zora Street connecting to Schifferdecker is closed, so please approach from the south, or use Peace Church Road to reach the drop off site.

The City's annual Auction is set for Saturday, October 12. The Auction begins at 9 a.m. and will be held in the Street Maintenance Barn located northwest of the Public Works Center, on West 2nd Street. Merchandise to be auctioned will be available for viewing from 1 to 4 p.m. on Friday, October 11, and from 8 to 9 a.m. Saturday, October 12, prior to the start of the auction. The list of auction items will be posted on the City of Joplin's website www.joplinmo.org/auctionlist.

Comments from Council:
Mr. Monteleone commended Finance Director Haase and her staff for putting the budget information together.

Mr. Cortez stated he and Dr. Reid Adams and Mrs. Colbert Kean recently attended the MML conference in St. Charles, MO. He benefitted from the tremendous amount of information and thanked the Council for approving his attendance.

Mr. Stanley stated that tomorrow is Mayor Shaw's birthday and wished him a happy birthday.

Mayor Shaw stated he attended the recent Ribbon Cutting at the new Shoal Creek bridge. He commended the Newton County Commissioners who were instrumental in the project.

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; as set forth in Section 610.021(1) (3) RSMo, as amended, 2018. 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. Stanley, second by Mr. Cortez to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9 Nays: 0.

There being no further business, the meeting adjourned at 7:25 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-151
Construction Agreement for the 44th & Virginia Force Main Replacement project

MEETING DATE:
October 7, 2019

ORIGINATING DEPT
Public Works - Engineering

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

SUMMARY
This Council Bill approves a Construction Agreement with D & E Plumbing & Heating Inc. for the 44th & Virginia Force Main Replacement project in the not to exceed amount of One Hundred Seventy-eight Thousand, Four Hundred and No/100 Dollars ($178,400.00).

BACKGROUND
In the early 1960's, the lift station at E. 44th Street and Virginia was built to serve the sanitary sewerage needs of the neighborhood south and east of Stapleton Elementary School. The force main carries sewage westward under S. Main Street and discharges into a gravity manhole west of S. Main Street. Twice in the past 10 years, the force main has been bored through by utility companies installing their lines within S. Main Street (MoDOT Right-of-Way). When repairs were made, it was observed that the existing pipe was thinning from deterioration. At that time, City staff wanted to replace the line underneath S. Main Street but were prevented from doing so because no provisions had been made for easy and cost-effective access to that pipe. Therefore, staff have incorporated accessibility and maintenance provisions into this project by directing the contractor to install the new force main inside a metal sleeve within MoDOT Right-of-Way. Additionally, this project will improve the reliability and durability of the pressurized pipe by installing it deeper beneath the ground surface than the existing line; by utilizing modern materials; and by replacing the remainder of the force main (approximately 950 feet of 6-inch force main), allowing the existing piping to be abandoned in-place.

City staff designed and prepared bid documents for this project, and will provide construction inspection and administration, saving the City an estimated $50,000 in consulting fees. The project was advertised on September 1, 2019, and bids were opened on September 24, 2019, in accordance with the City of Joplin's procurement policies. Bids were received from 6 contractors; D & E Plumbing & Heating Inc. was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate.

FUNDING SOURCE
The Wastewater fund.

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

ATTACHMENTS
CB2019-151 Ordinance; Agreement; Bid Tabulation; Map

AGREEMENT
BETWEEN
CITY OF JOPLIN AND D & E PLUMBING & HEATING INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: D & E Plumbing & Heating Inc. Address: 1112 N. Falcon Crest Court Nixa, MO 65714	
Attention:		Attention:	
Department:		Phone:	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:

44th and Virginia Force Main Replacement

The City and Contractor agree to the following:

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

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

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

accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to 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, 2019, 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 Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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 Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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 Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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 $178,400.00 (One Hundred Seventy-eight Thousand Four Hundred and no/100 Dollars) 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 amounts of $1,000 per day for each and every calendar day that contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract

b. All Change Orders

c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal

g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Seventy-eight Thousand Four Hundred and no/100 Dollars ($178,400.00)) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. 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.

28. 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.

29. 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.

30. 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.

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35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

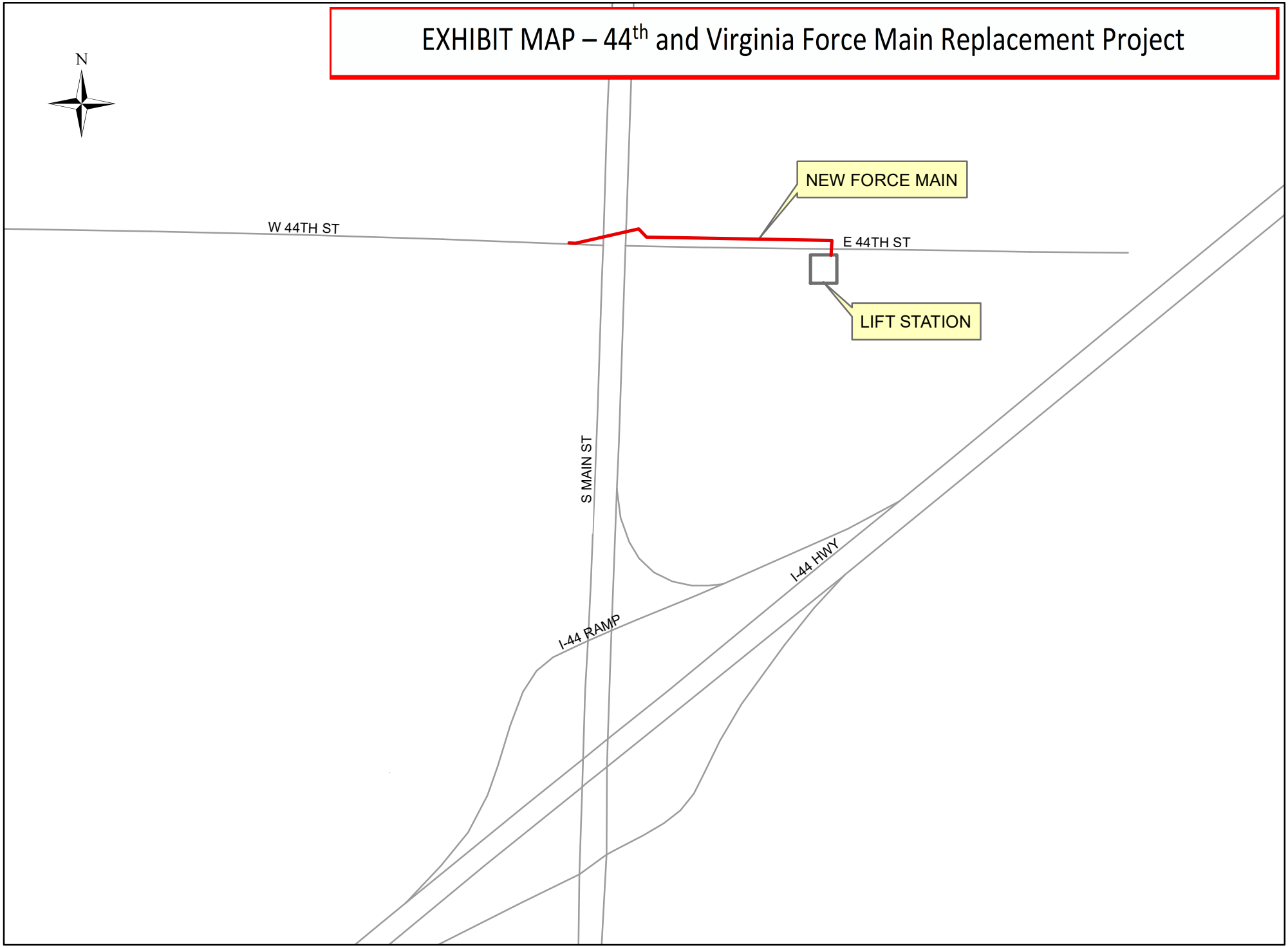


EXHIBIT MAP – 44th and Virginia Force Main Replacement Project
N
NEW FORCE MAIN
W 44TH ST
E 44TH ST
LIFT STATION
S MAIN ST
I-44 HWY
I-44 RAMP

BID TABULATION

PROJECT: 44th & Virginia Force Main Replacement

DATE OF BID OPENING: September 24, 2019 10:00 a.m.

CONTRACTOR	BID
D & E Plumbing	$178,400.00
Emery Sapp & Sons	189,442.50
Southard Construction	220,730.40
Goins Enterprise	$251,268.50
Dalton-Killinger	$258,686.00
Bennett Inc.	$268,486.00
Engineering Estimate	$286,000.00

COUNCIL BILL NO. 2019-151 ORDINANCE NO

AN ORDINANCE approving a construction agreement with D & E Plumbing & Heating Inc. in the not to exceed amount of One Hundred Seventy-eight Thousand, Four Hundred and No/100 Dollars ($178,400.00) for the 44th & Virginia Force Main Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and D & E Plumbing & Heating Inc. in the not to exceed amount of One Hundred Seventy-eight Thousand, Four Hundred and No/100 Dollars ($178,400.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

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

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

_____, 2019 by a _____ vote.

ATTEST: _____
Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2019-151

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-152
Construction Agreement for the Twin Equalization Basin Improvements project

MEETING DATE
October 7, 2019

ORIGINATING DEPT
Public Works - Engineering

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

SUMMARY
This Council Bill approves a Construction Agreement with G & G Construction, Inc. for the Twin Equalization Basin Improvements project in the not to exceed amount of Five Hundred Seventeen Thousand Twenty-five and no/100 ($517,025.00).

BACKGROUND
Built at the site of the original Shoal Creek wastewater treatment plant, the function of the twin equalization basins is to provide offline storage of excessive flows during heavy rainfall. Even in dry conditions, flows from all the sanitary sewer mains in this vicinity pass through flow-diversion structures prior to flowing downhill to the Tin Cup lift station. High flows generated from intense storm events are to be diverted to the basins, to reduce the pumping demands on the Tin Cup lift station. Exposure to sewage liquids and gases over the last 30 years, however, have resulted in extensive corrosion of the flow diversion gates. In recent months, the diversion structures have become completely inoperable, leaving the treatment plant operators without the ability to properly manage peak flows. This project, then, will replace the corroded gates and equipment, and restore the functionality of the twin equalization basins. Additional improvements include remote operational capability via the installation of new Supervisory Control and Data Acquisition (SCADA) equipment, and better vehicular access to the basins during wet weather.

On January 16, 2018, Council approved a Work Authorization with Olsson to prepare bid documents for the Twin Equalization Basin Improvements project. City staff, accompanied by Olsson, informed local residents of the proposed improvements during a public meeting, held on April 8, 2019. In response to their concerns, City staff will maintain water in the basins, except ahead of predicted heavy rainfall, at which times the basins will be drained to allow for more off-line storage of stormwater from the surrounding sanitary sewers. The project was advertised on August 25, 2019, and bids were opened on September 24, 2019, in accordance with the City of Joplin's procurement policies. G & G Construction, Inc. was the sole bidder. Their bid was within ten percent of the Engineer's estimate. There will be a preconstruction open house for the neighbors.

FUNDING SOURCE
The Wastewater fund.

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

ATTACHMENTS
CB2019-152 Ordinance; Agreement; Bid Tabulation; Map

AGREEMENT
BETWEEN
CITY OF JOPLIN AND G & G Construction Inc.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G & G Construction Company Inc. Address: 641 E. Java P.O. Box 863 Carthage, MO 64836	
Attention:		Attention:	
Department:		Phone:	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:

TWIN EQUALIZATION BASIN IMPROVEMENTS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 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, 2019, 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 Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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 Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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 Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) 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 $517,025.00 (Five Hundred Seventeen Thousand Twenty-five and no/100 Dollars) 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 amounts of $1,000 per day for each and every calendar day that contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract

b. All Change Orders

c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal

g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of $517,025.00 (Five Hundred Seventeen Thousand Twenty-five and no/100 Dollars) , said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

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: _____

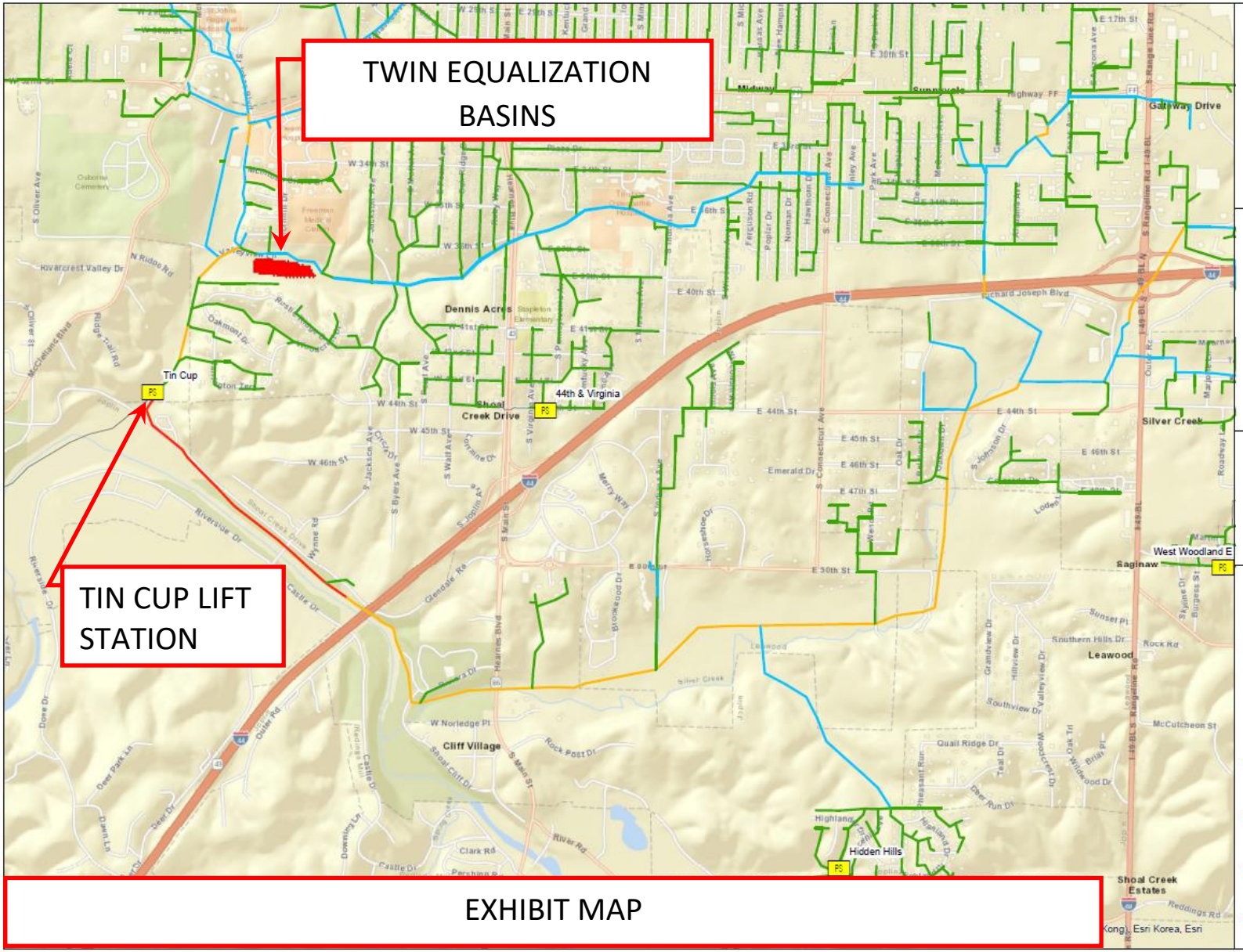
_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director



TWIN EQUALIZATION BASINS IMPROVEMENT PROJECT

CITY OF JOPLIN MISSOURI

EXHIBIT MAP

BID TABULATION

PROJECT: Twin Equalization Basin Improvements Project

DATE OF BID OPENING: September 24, 2019 11:00 a.m.

CONTRACTOR	BID
G & G Construction Inc	517,025.00
Engineering Estimate	481,012.80

COUNCIL BILL NO. 2019-152 ORDINANCE NO

AN ORDINANCE approving a construction agreement with G & G Construction, Inc. in the not to exceed amount of Five Hundred Seventeen Thousand Twenty-five and no/100 ($517,025.00) for the Twin Equalization Basin Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and G & G Construction, Inc. in the not to exceed amount of Five Hundred Seventeen Thousand Twenty-five and no/100 ($517,025.00) a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

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

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2019-152

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-153
Work Authorization with Burns & McDonnell Engineering Company, Inc. for the Tin Cup Parallel Force Main project

MEETING DATE
October 7, 2019

ORIGINATING DEPT
Public Works - Engineering

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

SUMMARY
This Council Bill approves a Work Authorization with Burns and McDonnell Engineering Company, Inc. for the Tin Cup Parallel Force Main project in the not to exceed amount of Five Hundred Thirty-Eight Thousand Nine Hundred Forty-Five and no/100 Dollars ($538,945.00).

BACKGROUND
Burns & McDonnell Engineering Company, Inc. (BMC) was chosen in 2016 through a qualifications-based selection process to provide consulting services regarding the 2.5-mile force main serving both the Tin Cup and Filmore Bridge lift stations. The first Work Authorization (WA), approved by Council on December 5, 2016, authorized BMC to study the effect of both lift stations pumping through the same force main during major storm events, using flow monitoring data. Their analysis underscored the necessity for a parallel line between the Filmore Bridge lift station and the gravity system. The second WA was to design that parallel force main, now ready for construction.

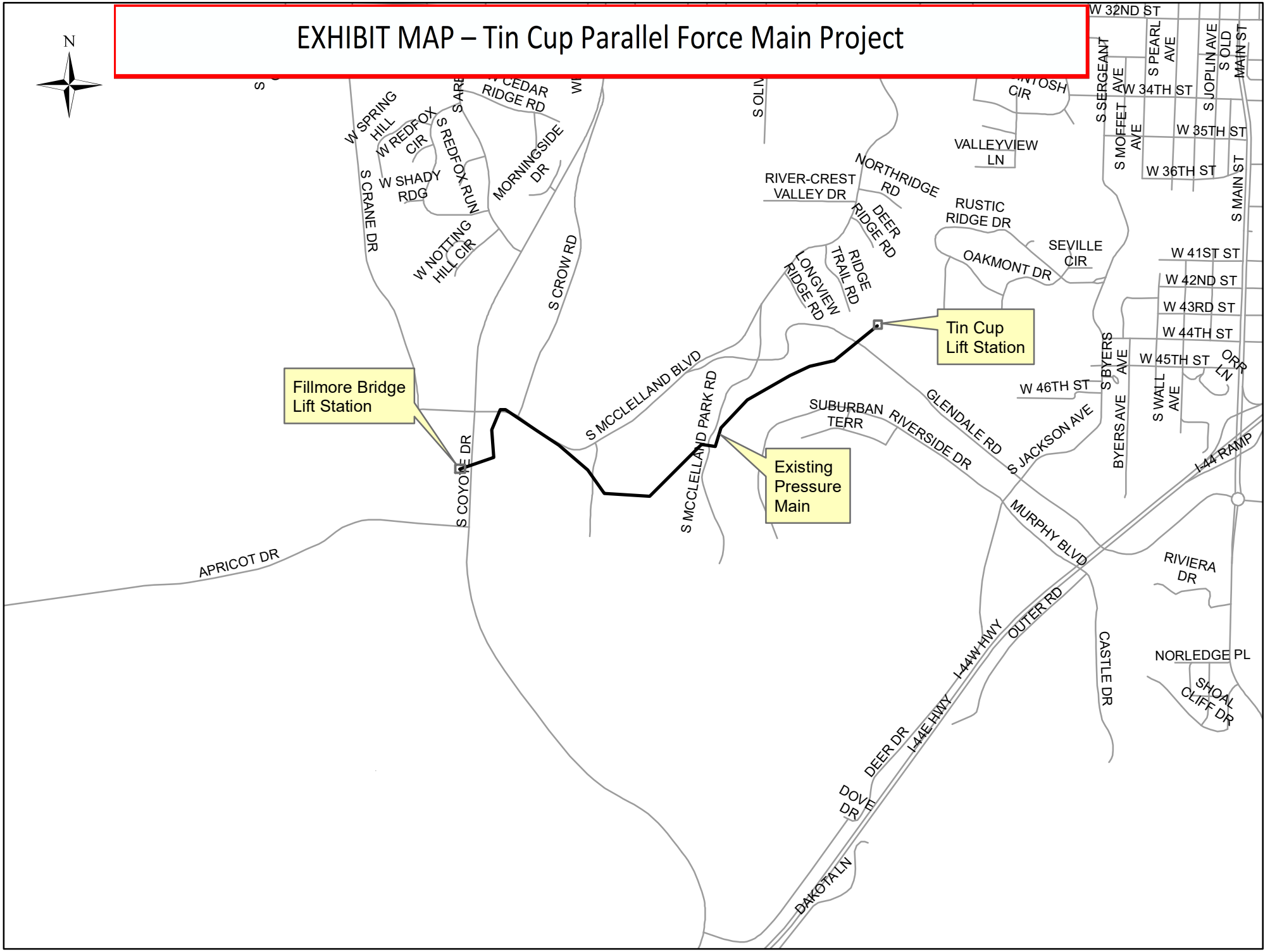
This third WA authorizes BMC and their subconsultants to provide consulting services for the parallel force main between the Tin Cup and Filmore Bridge lift stations. The benefits to the City for this project will be the redundancy provided for the City's most important force main; the ability to pump through both force mains during heavy rains; and the ability to perform a thorough condition assessment of the existing force main, which has been in service since 1988. The WA also includes fees for designing an aerial crossing over Shoal Creek, which could potentially facilitate the abandonment of three lift stations NW of the crossing. Easement acquisition services are also included in this WA (land acquisition management by BMC; field staking and easement descriptions by Allgeier, Martin and Associates). The fees for this project are within industry standards. Construction inspection will be performed by City staff. The work authorization is within industry standards

FUNDING SOURCE
The Wastewater Treatment fund.

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

ATTACHMENTS
CB2019-153 Ordinance; Work Authorization; Map

EXHIBIT MAP – Tin Cup Parallel Force Main Project



ATTACHMENT NUMBER ONE

SCOPE OF SERVICES

TIN CUP TO FILMORE BRIDGE FORCEMAIN DESIGN

BACKGROUND INFORMATION

The City of Joplin has identified the need to install a parallel force main to serve the Tin Cup Lift Station to keep pace with the City's growing wastewater demands. The new parallel force main will generally follow the existing force main alignment from the Tin Cup lift station to the Filmore Bridge Lift Station.

The work shall generally consist of providing preliminary design, survey, geotechnical assessment, route layout confirmation, environmental review, hydraulic review, multi-agency coordination and permitting, final design construction plans and specifications, bid phase services, and construction phase services.

TASK SERIES 100 – PROJECT COORDINATION, COMMUNICATION, AND MANAGEMENT

Task 101 - Project Management/Administration

Provide the management functions required to successfully complete the scope of work. Tasks include:

A. Correspondence with the City of Joplin, MO (City)
B. Consultation with City staff
C. Supervision and coordination of services
D. Implementation of a project specific work plan
E. Implementation of a quality control/quality assurance plan
F. Scheduling and assignment of personnel resources
G. Monitoring of work progress
H. Invoicing for work performed
I. Providing project status updates to City

Task 102 – Preparation of Design Schedule

Develop a project schedule outlining the tasks and major milestone dates to be performed throughout the project design phase. Schedule will be provided to the City for review and comment.

Task 103 – Conduct Project Kickoff Meeting with City Staff

Attend a project kick-off meeting to be held with City staff. The meeting shall include discussion of pertinent items for the project such as:

A. Present project background and overview.
B. Introduce key staff involved in the project including City personnel who are to provide information/services.
C. Determine lines of communication and project contacts (contact list to be developed).
D. Identify available existing data and exchange.
E. Discuss key issues, objectives and goals.
F. Review the preliminary project schedule and milestones.
G. Discuss issues of particular concern for the City.
H. Define sub-consultants and their roles.
I. Outline possible community concerns, neighboring residents, businesses, easements, etc.
J. Discuss considerations for inter-connections with the existing system.
K. Discuss other pertinent items.
L. A meeting agenda and subsequent meeting minutes will be distributed to all meeting participants.

Task 104 – Data Collection & Review

Review available information from the City related to the project. Identify and request any additional information that may be helpful or pertinent to the work. Information may include copies of existing reports, record drawings, GIS data, existing easement documentation and/or existing permits.

Task 105 – Attend Monthly Progress Meetings

Project Manager and necessary team members will attend monthly progress meetings with City staff to review work progress to date, upcoming work activities, actions required by the City, design and/or schedule concerns, and any other items that may be relevant to the project. A meeting agenda and subsequent meeting minutes will be distributed to all meeting participants. 30%, 60% and 90% review meetings will be included or combined with the monthly progress meetings if possible.

Task 106 – Coordination with Sub-consultants

Retain sub-consultants for necessary tasks such as survey and geotechnical services. Coordinate and work with sub-consultants as necessary throughout the project.

TASK SERIES 200 – PRELIMINARY DESIGN SERVICES

Task 201 – Conduct Alignment Study

A. Investigate up to three (3) possible alignments for the parallel force main from Tin Cup Lift Station to Filmore Bridge Lift Station. The three (3) alignments will generally consist of the following:
    1. Follow the existing force main alignment
    2. Follow an alignment that generally follows Glendale Road and McClelland Blvd to Coyote Drive.
    3. Compare an aerial crossing vs. boring under Shoal Creek.
B. List the advantages and disadvantages of each alignment noted above.
C. Collaborate with City Staff to select the recommended alignment.

Task 202 – Conduct Survey Services

A. Topographic and Utility Survey
    1. A topographic and utility survey of the project corridor will be prepared. Existing utilities will be located and shown as part of the survey drawings.

Task 203 – Perform Geotechnical Investigations

A. Perform Soil Borings
    1. Soil borings are anticipated to be taken at 500-foot intervals along the project alignment as terrain and geography allows.
    2. Soils borings are anticipated to be augered to refusal or to 10-foot in depth.
    3. Additional soil borings may be required if an aerial crossing of Shoal Creek is included in the final design.
    4. Soil samples will be tested and a written report provided.

Task 204 – Environmental Services and Permitting

Wetlands:

The U.S. Army Corps of Engineers (USACE) has jurisdiction over wetlands and other waters of the U.S. in accordance with Section 404 of the Clean Water Act. To determine the location and boundaries of wetlands, streams, and navigable waterways that may be affected by the proposed project, Burns & McDonnell proposes to conduct a desktop evaluation, perform a wetland delineation, write a wetland

delineation report, and coordinate permitting efforts to obtain the necessary USACE permits for the proposed project.

Conduct a desktop evaluation of the project using soil surveys, site topographic maps, and National Wetland Inventory (NWI) maps to identify potential jurisdictional areas. Information reviewed will include 7.5-minute topographic maps, NWI maps, National Hydrography Dataset (NHD), Federal Emergency Management Area (FEMA) floodplain maps, the local county soil survey, and available aerial photography for the project corridor.

Conduct a field visit to evaluate the proposed project corridor for the presence of wetlands and other waters according to USACE requirements. The site visit will consist of a pedestrian survey by a wetland scientist and a global positioning system (GPS) specialist to identify any wetlands or other water bodies of the U.S. that may be present and to record locations and boundaries using GPS. These areas will be delineated in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual (USACE Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual, Version 2.0: Eastern Mountains and Piedmont Region (Regional Supplement). In addition, Burns & McDonnell will gather information on the hydric soils, wetland hydrology, and upland and wetland vegetation of the project corridor. The wetland scientist will assess whether a delineated area is likely to be considered under the jurisdiction of the USACE by determining if a hydrologic connection to waters of the U.S. exists. As part of this effort, photographs will also be taken onsite to provide a visual documentation of any identified features.

Based on the desktop evaluation and wetland delineation, Burns & McDonnell will prepare a wetland delineation letter report describing the background research, methodologies, and results. In addition, the report will include completed wetland determination data forms from the Regional Supplement, photographs of identified waters, and figures of the project corridor. Burns & McDonnell will provide the draft letter report to the City for review and one round of comments. Burns & McDonnell will address any comments, finalize the report, and provide a final electronic version to City. Up to three hard copies of the report can be provided, if requested.

Prepare a permit application and assist City with follow-up support throughout the review process. Burns & McDonnell will submit the permit application package and coordinate with the USACE and respond to requests for additional information.

Threatened & Endangered (T&E) Species:

Complete a desktop review of available information from the U.S. Fish and Wildlife Service (USFWS) and Missouri Department of Conservation (MDC) to determine which protected species and habitat could occur within the county and vicinity of the proposed project.

Complete a protected species habitat assessment field survey for the proposed project. The habitat assessment survey will be conducted at the same time as the wetland delineation field survey. Photographs will be taken to document any wildlife habitat within and adjacent to the proposed project. The location of any observed potential protected species habitats will be photographed and delineated using a GPS with sub-meter accuracy.

Based on the results of the desktop review of available information and habitat assessment field survey, Burns & McDonnell will prepare a protected species habitat assessment letter report. The protected species habitat assessment letter report would be suitable for submittal to the USFWS and MDC to obtain their concurrence with the findings of the habitat assessment.

Provide the draft habitat assessment letter report to the City for review and one round of comments. Burns & McDonnell will address any comments, finalize the report, and provide a final electronic version to City. If requested by the City, the protected species habitat assessment letter report will be submitted to the USFWS and MDC for their review and concurrence with the findings and conclusions presented in the habitat assessment letter report.

Burns & McDonnell will assist City with follow-up support throughout the USFWS and MDC project review process and will answer questions and respond to requests for additional information.

Cultural Resources:

A USACE permit may be required for the proposed project. As such, Burns & McDonnell would coordinate with the Missouri State Historic Preservation Office (SHPO) to determine requirements for cultural resources clearance. A desktop cultural resources study would be completed by Burns & McDonnell archaeologists by reviewing SHPO cultural resources database, cultural resources management reports from the vicinity, and historic topographical maps. It is assumed that a cultural resources field survey would be required. Burns & McDonnell archaeologists would prepare a cultural resources report that includes the results of background research and field survey. The report would be submitted to the City for review and one round of comments.

Construction within a Floodplain Permit

Will provide permitting specialists to draft the construction within a floodplain permit application and submittal to City for one round of comments. It is assumed that the City will submit the final application package to Newton County to obtain the permit.

State and/or County Road Crossing Permit:

Depending on which entity claims jurisdiction of the roads that are crossed, the project may require State and/or County Road Crossing Permits. Burns & McDonnell will assist City by coordinating with Missouri Department of Transportation (MoDOT) and/or Newton County to obtain permits for construction within road rights-of-way and any proposed road crossings. Burns & McDonnell will work with City to prepare permit application packages with necessary support drawings for submittal to MoDOT and/or Newton County for review and approval.

Assumptions for All Environmental Tasks:

- City will provide landowner permission to access the project route.
- The wetland delineation will be conducted under normal circumstances with no atypical situations as defined by the USACE Manual.
- It is assumed that the wetland delineation will be conducted within the normal growing season.
- Delays causing demobilization associated with weather, access, and other unforeseen events are not included.
- Species specific presence/absence surveys requiring a state or federal permit will not be required.
- If the USFWS or MDC require species specific presence/absence surveys requiring a state or federal permit, Burns & McDonnell will submit a separate scope and cost estimate for the species-specific presence/absence survey effort.
- All tree removal for the project will occur from October 1 to March 31 to avoid impacting potential summer maternity roosting habitat for protected bat species.
- The habitat assessment field survey will occur at the same time as the wetland field work.
- Efforts and cost for mitigation associated with wetlands or protected species are not included.
- No cost for cultural resource artifact collection or curation is included with this scope and cost estimate. If collection and/or removal of artifacts from any given property or properties is

required, then written and signed authorization from each land owner to remove artifacts from their property must be obtained by City and provided to Burns & McDonnell.

- If cultural or historic resources are identified that could be eligible for the National Register of Historic Places, additional investigations may be necessary and a cost estimate can be provided.
- Cultural resources study does not include deep dig testing.
- A HEC/RAS study would not be required to obtain a construction within a floodplain permit.
- Six routine construction inspections and five rainfall event inspections would occur during construction. Following construction, three additional inspections during site restoration would occur.

Task 205 – Preparation of Preliminary Design Memorandum

A. A Preliminary Design Memorandum will be provided to document specific project requirements including the recommended force main alignment, force main size and material, tie-in to the existing force main at Filmore Bridge Lift Station, and note special construction activities that may be required for crossing Shoal Creek or areas of extremely steep contours. A planning level opinion of probable construction cost will be included for the recommended alignment.

Task 206 – Predesign Review Meeting

A predesign review meeting will be held at City offices to present and discuss the findings of the preliminary design memorandum. Meeting minutes, including action items will be distributed to all participants.

Task 207 – Preparation of 30% Design Documents

A. Preparation of 30% Design Documents
   1. Project team will generate base plan sheets utilizing aerial mapping and survey data. Plan sheets will be developed to a 30% level for review of pipeline alignment.
   2. Plan sheets shall be 22" X 34".
   3. Pipeline profiles will not be developed at this level of design. Profiles will be developed after the horizontal alignment is set.
   4. Two (2) full sized drawing sets, and three (3) half sized drawing sets will be provided to the City for review. Electronic copies may also be provided if preferred.

B. 30% Design Review Meeting
   1. A design review meeting will be held with City staff. The 30% design documents will be presented and reviewed in detail with the City. City staff may provide written comments to be presented at the 30% design meeting. Meeting minutes, including a list of action items, will be distributed to all meeting participants.
   2. Once 30% design plans have been approved by City and force main alignment has been set, easement preparation will commence as outlined in Task 302.

<u>TASK SERIES 300 – FINAL DESIGN SERVICES</u>

Task 301 – Preparation of 60% Design Documents

A. Prepare 60% Design Documents
   1. Plans shall be developed to the 60% design level.
   2. Plans will address 30% design review comments.
   3. 60% design plans shall include:
      a. Proposed alignment
      b. Ground surface profile
      c. Pipeline profile
      d. Buried utility crossings

e. Pipeline crossing locations: Highway, Roads, Shoal Creek
f. Proposed interconnect locations
g. Additional detail drawings that are needed for final design.

4. Two (2) full sized drawing sets, and three (3) half sized drawing sets will be provided to the City for review. Electronic copies may also be provided if preferred.

B. Prepare Preliminary Technical Specifications
1. A listing of necessary technical specification sections will be developed. The technical specification sections will be developed to a 60% level.

C. Perform 60% Internal Quality Review
1. The 60% design documents, including, plans, specifications and calculations, will undergo an internal quality review. Plans and specifications will be reviewed for design and construction considerations.

D. Prepare 60% Engineer's Opinion of Probable Construction Cost
1. Based on the 60% design drawings, our project team will prepare the EOPCC for the project. This EOPCC will be submitted along with the design documents for review and comment by the City. Our EOPCC will be based on a combination of recent bid tabulation information, historical cost data, discussions with local suppliers and contractors, and RSMeans Construction Cost Data. Relevant and significant assumptions will be included for reference. This EOPCC will include a 20% contingency.

E. Conduct 60% Design Review Meeting
1. A design review meeting will be held with City staff. The 60% design documents will be presented and reviewed in detail with the City. City staff may provide written comments to be presented at the 60% design meeting. Meeting minutes, including a list of action items, will be distributed to all meeting participants.

Task 302 – Easements

A. Prepare Updated Easement Legal Descriptions and Exhibits.
1. Legal descriptions and exhibits will be prepared and provided to the City for up to fourteen (14) temporary easements and five (5) permanent easements.

B. Due to the size of this project, a full-time ROW agent is not necessary. Staffing would be part-time from a remote office and in-person with landowners only during the landowner negotiation period. The landowner negotiation period is based on a total of 30 weeks of service.

C. The Burns & McDonnell Land Acquisition Manager will provide oversight of negotiation activities, provide status updates, manage the real estate budget and schedule, and attend scheduled meetings as necessary. The Land Acquisition Manager will coordinate with the client's Lead Real Estate Representative to determine the appropriate reporting mechanisms, metrics and schedule. The Field Agent/Negotiator will be the primary contact for landowners and will prepare and mail the temporary and permanent easement packages.

D. Burns & McDonnell and/or its subcontractor will create a file for each impacted parcel and keep it up to date with landowner contacts and attempted contacts, documents, title work, photos, and copies of letters and emails. Files will be randomly quality checked by the Land Acquisition Manager and electronic and/or hard copies of completed files will be turned over to the client upon request. Parcel negotiation status and other parcel/landowner information (to be determined by the real estate team leads) will be maintained in a spreadsheet.

E. Burns & McDonnell will use our surveyor to identify ownership and encumbrance reports. Our team may use various real estate software to verify ownership or identify adjacent parcels if needed.

F. Using the City's templates, Burns & McDonnell will prepare a landowner package that notifies landowners with proposed temporary workspace needs that temporary easement negotiations are commencing. The packet will include information about the Project and acquisition process, starting offer amount, W-9, easement exhibit and two copies of the temporary or permanent easement agreement to execute and notarize. In the letter, we will offer to meet with the landowner

in person if requested, and will include a contact person, email and phone number. This package will be followed up with phone calls to the landowners to initiate discussion.

If a landowner is not responsive to our phone calls, if necessary and practical, we will send emails and/or certified letters attempting to schedule a final in-person meeting to discuss the offer. We will encourage property owners to accept the offer within 30 days of the first formal offer. During negotiations designer may make minor modifications to the route to support landowner negotiations Executed documents will be recorded within two business days at the Newton County courthouse. If an agreement is not reached landowner condemnation may be required. At this point Burns & McDonnell will turn over the files to the City's legal team for the condemnation process. Our Field Agent will be available to continue negotiating with landowners that enter the eminent domain process.

G. Because of the short time frame for negotiations to occur before construction starts, we propose that offers are based on a desktop valuation study, which may include online real estate sites and Newton County appraisal data. Although condemnation is not anticipated, full appraisals will be needed if any parcels come to that. Appraisals can be provided on an additional per unit cost if required.
H. If an impasse is reached and a property owner refuses to execute the easement agreement after 90 days of negotiating, then condemnation will be proposed. If condemnation is chosen as a path forward, then the file will be turned over to the City's legal team for condemnation. Our real estate specialists will be available to continue negotiating with landowners that enter the eminent domain process.

Task 303 – Preparation of 90% Design Documents

A. Prepare 90% Design Documents
    1. Plans shall be refined to the 90% design level.
    2. Plans will address 60% design review comments.
    3. Temporary and permanent easements information, land ownership information and all design related appurtenances shall be included.
    4. Plans shall include sufficient detail for bidding.
    5. Plans will meet the requirements of the Missouri Department of Natural Resources.
    6. Two (2) full sized drawing sets, and three (3) half sized drawing sets will be provided to the City for review. Electronic copies may also be provided if preferred.
B. Finalize Technical Specifications
    1. All applicable technical specification sections will be finalized.
    2. Specifications will meet the requirements of the Missouri Department of Natural Resources.
C. Prepare Front End Specifications
    1. Non-technical front end specifications will be developed and provided for the City's review.
D. Prepare 90% Engineer's Opinion of Probable Construction Cost
    1. Based on the 90% design drawings, our project team will prepare the EOPCC for the project. This EOPCC will be submitted along with the design documents for review and comment by the City. Our EOPCC will be based on a combination of recent bid tabulation information, historical cost data, discussions with local suppliers and contractors, and RSMeans Construction Cost Data. Relevant and significant assumptions will be included for reference. This EOPCC will include a 15% contingency.
E. Conduct 90% Design Review Meeting
    1. A design review meeting will be held with City staff. The 90% design documents will be presented and reviewed in detail with the City. City staff may provide written comments to be presented at the 90% design meeting. Meeting minutes, including a list of action items, will be distributed to all meeting participants.

F. Submit Documents for State Review
    1. Plans, technical specifications and other necessary documentation will be submitted to the Missouri Department of Natural Resources for review and approval.

Task 304 – Preparation of 100% (Final) Design Documents

A. Prepare 100% (Final) Design Documents
    1. Plans and specifications shall be completed at the 100% design level. Two (2) full sized drawing sets, three (3) half sized drawing sets, and five (5) copies of the final specifications will be provided to the City. Final documents shall also be provided in AutoCAD (version 2014 or later), Microsoft Word, and Adobe Acrobat (.pdf) formats. These documents will be utilized as the Issued for Bid documents.
B. Prepare 100% Engineer's Opinion of Probable Construction Cost
    1. Based on the 100% design drawings, our project team will prepare the EOPCC for the project. This EOPCC will include a 10% contingency.

TASK SERIES 400 – BID PHASE SERVICES

Task 401 – Prepare Advertisement for Bid

Prepare the bid advertisement which will specifically outline the work requirements, Contractor requirements, bond requirements, and important bid dates and times. The City shall be responsible for distribution to potential Contractors.

Task 402 – Preparation and Distribution of Issued for Bid Documents

Coordinate bidding procedures with the City. We will provide up to ten (10) sets of hard copy documents for the City to have available for pickup at its office by prospective bidders. Provide electronic copies of the documents to prospective bidders at the City's request. The City shall maintain the official list of plan holders and be responsible for distribution of bid documents.

Task 403 – Preparation and Distribution of Addenda

Respond to questions from Contractors during the bidding process, assemble and transmit addenda information to the City as necessary. The addenda will be incorporated into the Contract Documents. The City shall be responsible for distribution of addenda to all plan holders.

Task 404 – Conduct Pre-Bid Conference with Prospective Bidders

Our Project Manager will attend the pre-bid conference to assist the City's staff in answering questions concerning the design of the project. The meeting agenda will cover important and noteworthy conditions or requirements associated with the bid and the work. Meeting minutes and the sign-in sheet will be distributed to meeting attendees and prospective bidders via addendum.

Task 405 – Provide Bid Opening Assistance

Our Project Manager will attend the bid opening and assist City staff with the bid opening. Bid conditions including discrepancies and irregularities will be documented.

Task 406 – Evaluation of Bids

All the bids will be collected and evaluated for conformance, completeness, and costs. Irregularities will be documented. An overall bid tabulation will be developed showing all the provided bid costs in a single spreadsheet. This bid tab will help identify computational errors and uncertainties in the bid process. Check the apparent low bidders' references to verify their qualifications, intent, and availability. Conversations with references will be well documented as to help support the recommendation for award.

Task 407 – Recommendation for Construction Contract Award

Provide a formal, written Contractor recommendation for Award, which can be presented to the Council. Our recommendations will consider Contractor's qualifications, reference checks, and other relevant considerations.

TASK SERIES 500 – CONSTRUCTION PHASE SERVICES

Task 501 – Attend a Pre-construction Conference

Participate in a pre-construction conference prior to commencement of Work at the Site.

Task 502 – Review Shop Drawings and Data Submittals

Receive, review, and accept shop drawings, samples, and data submitted by the Contractor as required by the Construction Contract Documents. Review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. Review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered. This task includes time to review up to sixteen (16) submittals for the Force Main project, including the initial review and one subsequent review.

Review and acceptance will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.

Review and acceptance of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called attention to each such variation at the time of submission as required by the Contract Documents and Burns and McDonnell has given written acceptance of each such variation by specific written notation thereof incorporated into or accompanying the shop drawing or sample acceptance; nor will any acceptance by Burns and McDonnell relieve Contractor from responsibility for complying with the requirements of the Contract Documents. Distribute Contractor's submittals as specified in the Construction Contract Documents.

Task 503 – Prepare Conforming to Construction Record Drawings

Prepare conforming to construction drawings based solely on the red-line drawing markups provided by the Contractor and the City's Resident Project Representative(s). In the case of discrepancies between the two sets of information, the Contractor's red-lines shall be followed unless directed differently by the City.

Task 504 – Tasks to be performed by the City

A. Routine on-site observation including providing a Resident Project Representative.
B. Conduct progress meetings.
C. Review and approve pay requests.
D. Select testing laboratory to perform services identified.
E. Receive, review, and determine the acceptability of any and all schedules including progress schedules, schedule of submittals, and schedule of values.
F. Prepare and issue Field Orders, and Change Orders.

G. Determine the status of completion, prepare a punchlist, and issuance of the certificate of Substantial Completion.
H. Conduct a final site visit to determine if the Work is complete and acceptable and ready for final payment.

1. TERMS

1.1 Schedule: The services of the ENGINEER shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and completed is such sequence as to assure their expeditious completion in the light of the purposes of the authorization, but in any event, all of the services required hereunder for this Work Authorization scope of services shall be completed no later than September 30, 2021.

1.2 Distribution of compensation between individual tasks indicated in Section 2 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total compensation amount unless approved in writing by the City.

2. PAYMENT

2.1 Payment to the ENGINEER shall be at the hourly labor rates and non-labor rates set forth in the Attachment Number Two to Exhibit A: "Schedule of Hourly Rates and Expenses"; with a total compensation not to exceed amount of $538,945.00, as set forth in Work Authorization Number BMC-OC-19-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b, with the maximum fees broken down for respective services in more detail as follows:

Services	Estimated Fee
Project Management and Coordination	$56,119
Survey Services (AMA)	$55,000
Geotechnical Allowance (Actual TBD)	$30,000
Preliminary Design Services	$114,036
Final Design Services	$54,386
Bid Phase Services	$10,418
Construction Phase Services	$18,924

Easement Negotiations (14 TCE and 5 PE included)	$95,962
Boundary Survey/Easement Descriptions (AMA)	$12,600
Stake Easements (AMA)	$10,200
Aerial Crossing Design of Shoal Creek	$81,300
Total Estimated Fee	$538,945

Additional Services if Required

Appraisals for additional properties	$1,600/parcel
Field Agent/Negotiator	$2,530/parcel
Title Reports	$880/each
Recording Fees	$110/each

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company Address: 9400 Ward Parkway, Kansas City, MO 64114	
Attention: Lynden Lawson Asst. Director of Public Works - Ops		Attention: Bill Nash, P.E. Project Manager	
Department: Public Works		Phone: 816-822-3858	Fax: 816-822-3452
Phone: 417-624-0802 x560	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER BMC-OC-19-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number BMC-OC-19-001 exceed the sum of Five Hundred Thirty Eight Thousand Nine Hundred Forty Five Dollars & no/100 ($538,945.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of

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

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

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

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

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Lynden Lawson – Asst. Director of Public Works - Ops

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Burns & McDonnell Engineering Company

By: _____

Printed Name: Darin Brickman, P.E.

Title: Vice President, Water

Date: 9/4/2019

CITY OF JOPLIN, MISSOURI

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

Date: _____

COUNCIL BILL NO. 2019-153 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Five Hundred Thirty Eight Thousand Nine Hundred Forty Five and no/100 Dollars ($538,945.00) for the Tin Cup Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Five Hundred Thirt- Eight Thousand Nine Hundred Forty Five and no/100 Dollars ($538,945.00) for the Tin Cup Parallel Force Main project in the City of Joplin and Newton County a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

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

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

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

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2019-15VW

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company Address: 9400 Ward Parkway, Kansas City, MO 64114	
Attention: **Mr. Chris Parker, PE**		Attention: Mr. Bill Nash, P.E. PROJECT MANAGER	
Department: **PUBLIC WORKS - ENGINEERING**		Phone: 816-822-3858	Fax: 816-822-3452
Phone: **417-624-0820**	Fax: **417-625-4738**		

AMENDMENT No. 01 TO WORK AUTHORIZATION NUMBER BMC-OC-18-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Amendment No. 1 to work Authorization Number BMC-OC-18-001 exceed the sum of Thirty-Two Thousand One Hundred Eighty-Five and Fifty-Three /100 Dollars ($32,185.53).

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

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

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

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

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

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

By: _____
Chris Parker, Sanitary Sewer Engineer

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Burns & McDonnell Engineering Company

By: _____
Printed Name: Darin Brickman, P.E.

Title: Vice President, Water

Date: 8/29/2019

CITY OF JOPLIN, MISSOURI

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

Date: _____

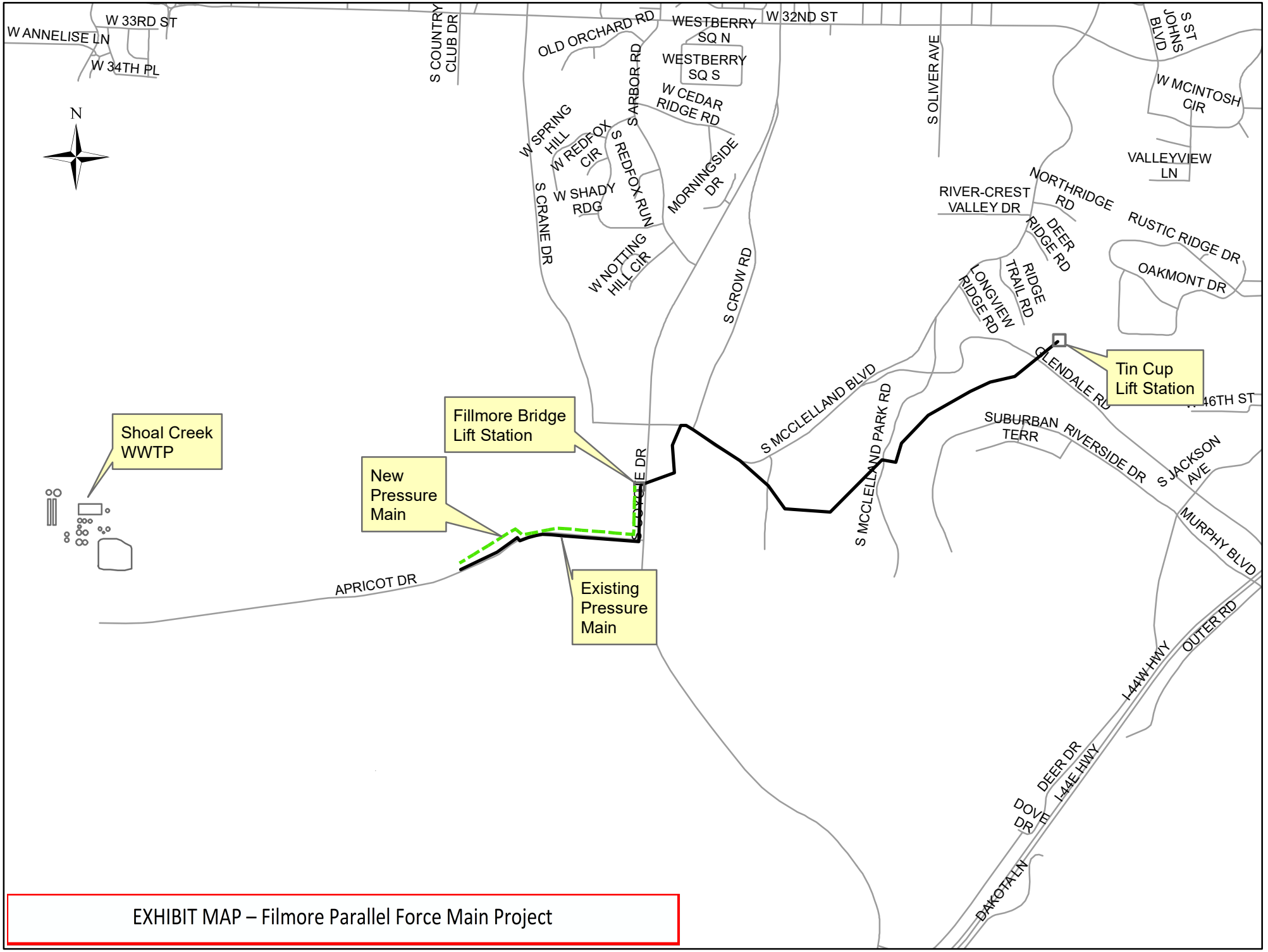


EXHIBIT MAP – Filmore Parallel Force Main Project

COUNCIL BILL NO. 2019-154 ORDINANCE NO

AN ORDINANCE approving an amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Thirty-Two Thousand One Hundred Eighty Five Dollars and Fifty Three Cents ($32,185.53) for the Filmore Bridge Parallel Force Main project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc. in the not to exceed amount of Thirty-Two Thousand One Hundred Eighty Five Dollars and Fifty Three Cents ($32,185.53) for the Filmore Bridge Parallel Force Main project in the City of Joplin, Newton County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

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

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

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

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2019-154

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-154
Amendment No. 1 to Work Authorization BMC-OC-18-001

MEETING DATE
October 7, 2019

ORIGINATING DEPT
Public Works - Engineering

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

SUMMARY
This Council Bill approves Amendment No. 1 to Work Authorization No. BMC-OC-18-001 with Burns & McDonnell Engineering Co, Inc. in the not to exceed amount of Thirty-Two Thousand One Hundred Eighty Five Dollars and Fifty Three Cents ($32,185.53).

BACKGROUND
On January 16, 2018, Council approved a Work Authorization with Burns & McDonnell (BMC) Engineering Company, Inc. to prepare bid documents for the Filmore Bridge Parallel Force Main project. Burns and McDonnell hired Allgeier, Martin and Associates as their local sub-consultant for surveying and writing legal descriptions for the project's easements. The consultant team submitted plans and easement exhibits to the City in August of 2018, per the project schedule. Since that time, easement negotiations with property owners resulted in multiple revisions to the force main alignment, which, in turn, resulted in additional engineering and surveying costs. Costs incurred by the consultant during the interim ten months are summarized in "Exhibit A - Scope of Additional Services" all of which were outside their original scope and fees. The consulting fees for this project remain within industry standards. City staff will provide construction administration and inspection services for this project.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends approval of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Appropriations for this contract have been approved in the 2018-2019 budget.

ATTACHMENTS
CB2019-154 Ordinance; Amendment No. 1; Map

CLOSING DATE:	13-Sep-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	502 S. Cox Ave

COMPANY	BIDS
B & D Yardbuilders	$5,620.00
Big John's Heavy Equipment	$5,100.00
Black Foot Dirt Works	$8,250.00
Camcor	NO BID
Gator	$3,057.00
Nelson's Enterprises	$3,449.00


COUNCIL BILL 2019-369
502 COX AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 369, Building Regulations

MEETING DATE
October 7, 2019

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 502 Cox Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 1, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 30, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on September 13, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$ 5,620.00
Nelson Enterprises	$ 8,399.00
Gator Demolition	$ 3,057.00
Black Foot Dirt Works	$ 8,250.00
Big Johns	$ 5,100.00

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

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $ 3,057.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 369, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 369 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 502 Cox Ave. in the City of Joplin, Missouri, for Three Thousand Fifty-seven and 00/100 Dollars ($3,057.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Three Thousand Fifty-Seven and 00/100 Dollars ($3,057.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 502 Cox Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 502 Cox Ave. and legally described as:

ALL OF LOT NUMBERD SEVEN (7) & EIGHT (8) IN TAYLOR'S SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CLOSING DATE:	13-Sep-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	220 S. St. Louis Ave

COMPANY	BIDS
B & D Yardbuilders	$4,300.00
Big John's Heavy Equipment	$4,950.00
Black Foot Dirt Works	$4,250.00
Camcor	NO BID
Gator	$2,775.00
Nelson's Enterprises	$3,199.00


COUNCIL BILL 2019-370
220 S. ST. LOUIS AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 370, Building Regulations

MEETING DATE
October 7, 2019

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 220 S. St. Louis Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 3, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 30, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on September 13, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$ 4,300.00
Nelson Enterprises	$ 3,199.00
Gator Demolition	$ 2,775.00
Black Foot Dirt Works	$ 4,250.00
Big Johns	$ 4,950.00

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

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $ 2,775.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 370, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 370 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 220 s. St. Louis in the City of Joplin, Missouri, for Two Thousand Seven Hundred Seventy Five and 00/100 Dollars ($ 2,775.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Two Thousand Seven Hundred Seventy-Five and 00/100 Dollars ($ 2,775.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 220 S. St. Louis Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 220 S. St. Louis Ave. and legally described as:

ALL OF THE SOUTH 54 FEET OF THE EAST 64 FEET OF LOT NUMBERED SIXTY-FIVE (65) AND THE NORTH 54 FEET TO THE SOUTH 158 FEET OF LOT NUMBERED SIXTY-SEVEN (67) EXCEPT THE EAST 23.93 FEET FOR STREET PURPOSES, ALL IN TAYLOR ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____

Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	13-Sep-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of all structures		LOCATION:	1007 Roosevelt Ave

COMPANY	BIDS
B & D Yardbuilders	$4,786.00
Big John's Heavy Equipment	$5,200.00
Black Foot Dirt Works	$7,900.00
Camcor	NO BID
Gator	$3,475.00
Nelson's Enterprises	NO BID


COUNCIL BILL 2019-371
1007 ROOSEVELT AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 371, Building Regulations

MEETING DATE
October 7, 2019

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 1007 Roosevelt Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on January 26, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 30, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on September 13, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$ 4,786.00
Gator Demolition	$ 3,475.00
Black Foot Dirt Works	$ 7,900.00
Big Johns	$ 5,200.00

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

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $ 3,475.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 371, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 371 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 1007 Roosevelt Ave. in the City of Joplin, Missouri, for Three Thousand Four Hundred Seventy Five and 00/100 Dollars ($ 3,475.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Three Thousand Four Hundred Seventy-Five and 00/100 Dollars ($ 3,475.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1007 Roosevelt Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1007 Roosevelt Ave. and legally described as:

ALL OF LOTS NUMBERD TWENTY-SIX (26) AND TWENTY-SEVEN (27) IN W.G. SERGEANT AND COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-452 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
October 7, 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-452 Council Bill and the DHSS Program Services Contract.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2019-2020

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 contract calls for the city to provide services for up to 34,632 clients and for a total cost reimbursement of up to $579,862.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2019-2020 city budget.

The period for this agreement is October 1, 2019 through September 30, 2020 and the total anticipated reimbursement from this agreement is $579,862. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2019-452 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, 2019 and running through September 30, 2020, for the amount of up to Five Hundred Seventy Nine Thousand, Eight Hundred Sixty-Two Dollars and no Cents ($579,862.00), 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 Agreement 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, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of October, 2019, by a vote of

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**
47943	WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2019	9/30/2020	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

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

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 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 U.S. Department of Agriculture (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, age, sex, or disability, 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.

1.2.4 The Contractor shall include these requirements in any agreement made with a subcontractor or subgrantee.

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

1.4 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, 2019 through September 30, 2020.

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)

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 Drive, Jefferson City, MO 65109
Phone: 573-751-6204
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 and breastfeeding 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 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=56e1c660a5b205a18c990bde03c35f61&pitd=20180701&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 current Missouri WIC Operations Manual (WOM) and its updates, which are available at: http://health.mo.gov/living/families/wic/wiclwp/wom/ and is incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

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 3.01700.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200 and 2.03500.

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.

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 2.02700;

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 Policy 3.01200;

3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC eligibility status, using the current risk factor definition table and the United States Department of Agriculture (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 3.03300;

3.4.6 Providing the applicant an explanation of WIC as described in WOM Policy 2.03200; 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 2.02800.

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 1.07000.

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 DELIVERABLES

4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.01450, and 3.04000 - 3.06400.

4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for WIC the appropriate food package pursuant to WOM Policies 2.06600, and 2.06950 – 2.08500; and 2) that they 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. WIC CHECK AND eWIC ISSUANCE, ACCOUNTABILITY, AND SECURITY DELIVERABLES

5.1 The eWIC pilot and statewide rollout will occur during this contract period. The Department will determine when the Contractor will implement the eWIC activities,

and will work with the Contractor to ensure there is minimal disruption to the services provided.

5.2 The Contractor shall ensure that appropriate staffing will be available during the time of the pilot or statewide rollout.

5.2.1 The Contractor shall keep eWIC cards in a secure location until ready to use. The Department will provide security requirements for eWIC cards. When the cards are received by the Contractor, the Contractor must abide by these security requirements.

5.3 The Contractor shall provide participant WIC checks or eWIC cards in compliance with the WOM Policies 3.04000 and 3.05600, which includes the following, but is not limited to:

5.3.1 Ensuring proper participant WIC check or eWIC card issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

5.3.2 Ensuring participant WIC checks or eWIC cards 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

5.3.3 Ensuring that instructions are given to participants, guardian(s), or authorized proxies of participants on the proper use of the participant WIC checks or eWIC cards.

5.4 The Contractor shall be accountable and liable for all participant WIC checks or eWIC cards in the Contractor's and subcontractor's possession from the time participant WIC checks are created or eWIC cards are activated through the data system to issuance to the participant or other final non-issued disposition.

5.4.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 3.04000.

5.4.2 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued participant WIC checks or eWIC cards.

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

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

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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 2.06400;

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; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that 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 Offering a nutrition education counseling session to all women who are about to be terminated from WIC to reinforce the importance of nutrition and health messages received through WIC as outlined in WOM Policy 2.06500;

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 2.06000 - 2.06500 and 6.05000.

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

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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).

7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.

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:

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 an 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 3.00500.

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 3.02700.

7.6 The Contractor shall prohibit smoking on the premises used to carry out WIC services, including near clinic entrances used by WIC participants.

7.7 The Contractor shall promote and enforce a drug free work environment.

7.8 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.

7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all staff follow the

approved discrimination complaint procedure as outlined in WOM Policy 1.05700, 7 CFR 246.8, and FNS Instruction 113-1.

7.10 The Contractor shall ensure that WIC staff does not share individual user identification or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 if it discovers the sharing of individual user identification or passwords.

8. CLINIC MANAGEMENT AND COORDINATION DELIVERABLES

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 on 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 abuse education.

8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care 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 both the Department and 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

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 state policies as set forth in WOM Policy 1.05550 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 the 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

b. The Contractor shall identify their goals, objectives, and strategies in their approved LAP.

9.2.2 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 which serve similar populations which 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 misses her initial appointment to determine WIC eligibility and shall document such contacts as defined in WOM Policy 3.01700.

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 which affect the local population and local participants.

10. STAFFING DELIVERABLES

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 1.01250, 7 CFR 246.3(f), and 246.6(b);

10.2.2 A Nutrition Coordinator who is a qualified nutritionist who is responsible for coordinating nutrition services. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 2.01450 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;

10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.01400 and 7 CFR 246.11(d). The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of WIC;

10.2.5 A Retailer Contact Person;

10.2.6 A Competent Professional Authority (CPA);

10.2.7 A National Voter Registration Act (NVRA) Liaison; and

10.2.8 An Anthropometric Skills Validator who shall be a CPA.

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

10.3.1 WIC Certifiers;

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

10.3.3 Health Professional Assistants (HPAs); and

10.3.4 Administrative/Clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

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 1.01550.

11.1.1 The Contractor shall ensure that any staff or volunteers who perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 1.01550 and are supervised for the function they are performing.

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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/.

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 require its WIC Coordinator or designee to document and maintain training records for all staff for audit purposes.

11.1.5 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 1.03700 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 The Contractor shall require WIC volunteers to complete required training as described in WOM Policy 1.01550.

11.4.1 A list of required annual training can be found at https://health.mo.gov/living/families/wic/localagency/training/staff/.

11.5 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.

11.5.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.

11.5.2 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 Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to MOWINS. The Contractor shall perform verification and updates with the MOWINS Program Security Officer at Division of Community and Public Health, Bureau of WIC and Nutrition Services.

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 the Funding Accountability Section of the WOM 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 and not approved by the Department.

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 support and promotion.

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 caseload 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 Caseload:

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13.2.1 Caseload participation is defined as the number of WIC participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.

13.3 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. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year. Contract amounts may be adjusted to ensure minimal funding amounts are met for each local agency.

13.3.1 The Department may increase the contract amount based on an increase in the Contractor's projected annualized caseload participation during the Department's six (6) month review of the contract. An increase in the contract amount will only be considered if:

a. Additional funds are available;

b. The Contractor's percentage of participants served is more than two percent (2%) over the contract starting caseload participation amount. The increase shall be the net amount served above two percent (2%) over the contract starting caseload participation amount; and

c. If eligible for an increase, the Contractor shall respond in writing through its assigned technical assistance team by close of business May 1 of the current contract period.

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

13.3.3 The Department will notify the Contractor of any increase in the caseload participation.

13.3.4 The contract amount for caseload participation and any special projects funds 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.

13.4 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, nutrition education materials, and indirect costs.

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

13.6 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.

13.7 Indirect costs

13.7.1 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.

13.7.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

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

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

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

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

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

13.9.2 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.

13.9.3 The Contractor may be reimbursed for lodging expenses to attend required trainings for specific staff roles and responsibilities held in Jefferson City.

13.10 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. 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 Each monthly invoice shall be submitted via the online WIC invoicing application.

14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned 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.

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

14.2.5 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 10, 2020. 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 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

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

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

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://beta.sam.gov/.

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 Contractor agrees to on-site monitoring from the Department to assess contract compliance.

16.3 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 1.05500.

16.4 The Contractor shall complete and submit progress updates to document the status of the CAP within the timeframe requested, which must be approved by the Department.

16.5 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.

16.6 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.

16.7 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.

16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.

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

16.10 The Contractor shall notify the state agency of alleged participant violations and assist the state agency in the investigation.

16.11 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 § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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.

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

15. EQUIPMENT/SOFTWARE

15.1 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:

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

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

15.2 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 Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

15.2.1 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.

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

15.2.3 The Contractor shall notify the Department if they have any faulty or damaged equipment.

15.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers 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 Information Technology Services Division (ITSD) staff on all WIC computers. This will enable state agency staff to repair and maintain WIC computers without delay.

15.3.1 Computers 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.

a. The Contractor can install MOWINS on their non-state WIC machines as long as they understand that the state ITSD cannot support the machines. State ITSD can provide some instructions on how to install the MOWINS client and can provide some limited remote support if it is an application issue. Those issues will need to be discussed with the state ITSD end user support help desk.

15.3.2 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.

15.4 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.

15.5 The Contractor shall use information technology for authorized purposes.

16. COMMUNICATIONS AND RECORD-KEEPING

16.1 The Department will provide updates to the WOM when the updates become effective and the updates shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

16.2 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.

16.3 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.

16.4 As stated in WOM Policy 1.05700, the Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State.

21. AUTHORIZED PERSONNEL

21.1 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.

21.2 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.

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

21.4 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:

21.4.1 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

21.4.2 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

21.4.3 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.

21.5 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.

22. TERMINATION

22.1 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:

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

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

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

22.1.4 By request of the Contractor.

22.2 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.

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

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

22.3 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.

23. SUBCONTRACTING

23.1 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.

23.2 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:

23.2.1 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.

23.2.2 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.

23.3 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.

23.4 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 § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

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

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

Department of Health and Senior Services
Local Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

The contractor shall be reimbursed for each participant provided service at a rate of $15.00 per participant served.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$7,000.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$28,367.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$23,000.00
4. Administrative Services (Special Funding 6)*	$ .00
5. Program Enhancement (Special Funding 7)*	$ .00
6. User Acceptance Testing (UAT) Training (Special Funding 9, Attachment F)*	$2,000.00

*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) From:	To:	4. Contractor Identifying Number (optional)
5. DUNS Number	6. EIN	7. Report Type ☐Annual ☐Final	

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements (if required by the contract):	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (07-17)

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 6.00100.

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

1.3 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 regional quarterly 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 6.00050 through 6.01700.

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 6.05100.

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 (Exhibit 2).

2.2 The Contractor shall directly pay peer counselors a stipend or wage as set forth in Exhibit 2 and as defined in the Missouri WOM Policy 6.00300.

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 6.01000.

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 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 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 Monthly Activity Report as defined in the Missouri WOM Policy 6.01000, 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.

WIC: Local Agency User Acceptance Testing

1. User Acceptance Testing (UAT) Deliverables:

1.1. The Contractor shall ensure staff members, designated by state staff, attend the Missouri WIC Information Network System (MOWINS) UAT trainings and are afforded time to complete assigned tasks for UAT. Each designated staff member has access to the UAT Sharepoint site, JIRA, and WIC Direct.

1.2. The Contractor shall ensure staff members, designated by state staff, complete the assigned tasks to test specific features or effects of MOWINS releases and how EBT offline will need to work for Missouri. Each designated staff member shall complete assigned tasks and document the steps and outcomes as specified in the training and in accordance with the sample documentation file on the UAT Sharepoint site. All testing will be completed in the MOWINS UAT environment. All tasks will have a due date for completion when assigned.

1.3. The Contractor shall ensure staff members, designated by state staff, participate in as many monthly conference calls as clinic schedule allows, but must attend at least one (1) per quarter.

1.4. Designated staff may be required to attend future UAT trainings at the State Office or by webinar. All required trainings will be scheduled at least 60 days in advance to allow for clinic scheduling.

2. Budget/Allowable Costs:

2.1. The Contractor shall use the allocated funds for designated staff's travel expenses to attend trainings either in person or by Webinar and for the designated staff's time for attending training and conducting assigned UAT tasks.

3. Reports/Invoicing:

3.1. The Contractor shall enter expenditures on the UAT Training Special Funding-9 tab in the Online WIC Invoicing Application according to funding allocated in the contract.

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

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

Categories	Special BFPC Funding 1
Wages, Salary, and Benefits	▪ A minimum 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 Special BFPC Funding 1 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 minimum 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 Special BFPC Funding 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.
	▪ 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.

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

Tracking # 47943 | **State:** 0% $0.00 | **Federal:** 100% $579,862.00

Contract Title: WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start: 10/1/2019 **Contract End:** 9/30/2020 **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: *

Federal Award Name: *

Federal Award Year: 2019 **DHSS #:** 20BRSTFEDWIC-FOA **Federal Obligation:** $28,367.00

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: 2020 **DHSS #:** 20WIC-FOA **Federal Obligation:** $551,495.00

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

Project Description:

Contracts with Women, Infants, and Children (WIC) local agencies in Missouri to provide WIC and Nutrition Services to participants.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-453 – approving a Contract between ScriptClaim Systems, LLC and the City of Joplin.

MEETING DATE
October 7, 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-453 Council Bill, Pharmaceutical Services Agreement and Bid Documents.

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

SUMMARY
The Health Department requests consideration of Council Bill No. 2019-453 that authorizes a Pharmacy Services Agreement between the City of Joplin, Health Department (Department) and ScriptClaim Systems, LLC operating pharmacies Walmart and Walmart Neighborhood Markets.

BACKGROUND
The Department contracts with a private pharmacy to provide necessary pharmaceutical services for the Health Department in its agreement with the Community Clinic of Joplin. In the city's agreement with the Community Clinic, Joplin residents that attend the Clinic and receive a prescription from clinic physicians are referred to the city's contract pharmacy to have these prescriptions filled. In order to contain costs, the Department utilizes the generic formulary developed and maintained by the Clinic for the bid process. The generic formulary is a list of generic medications used by the clinic physicians when they order a prescription for clinic patients.

ScriptClaim Systems was selected through a recently completed competitive bid process. In this process, a formal bid packet was developed including bid specifications that included the Community Clinic Generic Formulary. Per the bid document, bid prices must remain in effect for a one-year period from the date of a signed agreement.

Pharmacies on the city's vendor list and other local pharmacies were notified by mail/e-mail of the bid process advertisement and the bid request was advertised in the Joplin Globe as well as on the city website. Four bids were received however one entity provided their bid after the time the bid was to be received at the health department. The late bid was not considered. The 3 bids considered were: ScriptClaims Pharmacy (Walmart)-$1,319.42, Mercy Pharmacy-$1,475.00, Walgreens- $5,291.02.

After review of submitted bids, it was deemed that The ScriptClaims Pharmacy submitted the lowest and best bid.

Funds are provided in the 2020 fiscal year budget.

The period for this agreement is November 1, 2019 through October 31, 2020.

FUNDING SOURCE
The source of funding is the Health Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2019-453 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market Locations pharmacies as the City Health Department's pharmaceutical provider; and authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on the 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 Pharmaceutical Services Agreement, by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, through its authorized representative, and the City of Joplin, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated herein, be and the same is hereby, approved in the current form.

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, 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 with beginning of city's fiscal year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of October, 2019, by a vote of

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY
OF
JOPLIN, MISSOURI

BID PACKAGE

#2019-RFP-09

for

PHARMACY SERVICES 2019

JOPLIN HEALTH DEPARTMENT
321 E. 4th Street
JOPLIN, MO 64801
(417) 623-6122
(417) 624-6453 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00 A.M., Thursday, August 08, 2019 at the Joplin Health Department located at 321 E. 4th Street, Joplin, Missouri, 64801 to PURCHASE the following:

Pharmacy Services

Specifications and bid forms are available from Ryan Talken, Interim Public Health Director, by calling 417-623-6122 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Monday, July 08, 2019

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to **PURCHASE** the following:

Pharmacy Services

All bids shall have firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items.

Specification variances, and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order. Minimum information to be submitted with each bid shall consist of the following:

1. Bid Response Form (all 7 pages)

MARK BID ENVELOPES: "BID #2019-RFP-05; Pharmacy Services 10:00 A.M., August 08, 2019 "

Questions concerning the specifications and bidding procedures should be directed to Ryan Talken, Joplin Health Department at 321 E. 4th St, Joplin, MO, 64801 or by phoning 417-623-6122.

JOPLIN CITY HEALTH DEPARTMENT
BID SPECIFICATIONS FOR
PHARMACEUTICAL SERVICES

GENERAL

It is the intent of these specifications to procure licensed retail pharmacy services to provide prescriptions referred from the Joplin Community Clinic.

TERM OF BID

The bid formulary price shall remain in effect for a one (1) year period from the date of the signed agreement. The contract may be extended one year at a time up to a maximum of three years if agreeable to both parties, and the price is substantially unchanged.

In the event the pharmacy fails to perform to the satisfaction of the City of Joplin, the City may terminate its obligation under this bid 10 days after written notice.

BILLING AND PAYMENT

The pharmacy shall submit separate billing invoices at the end of each month for all the prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay received-if any, and the net price charged to the City after reduced by the co-pay amount.

The City will issue a check within 15 days of receipt of the invoice.

SCOPE OF WORK

For Joplin Community Clinic Prescriptions:
The pharmacy shall fill and invoice to the City only those prescriptions provided on Joplin Community Clinic Prescription Pad. The pharmacy shall utilize the generic formulary provided by the Community Clinic (attached herein on the Bid Proposal Response Form) when filling prescriptions. The only exceptions to this formulary must be approved in advance of filling by the Director of the Community Clinic or the Director of the Joplin City Health Department.

For the contract period specified in this bid request the City shall be charged no more than the price as specified on the Bid Response Form. The bid price for each prescription shall be the total cost including dispensing and pharmaceutical cost. All items on the Bid Response Form are to be **bid as generic**.

All items from the Community Clinic Generic Formulary and listed on the attached Bid Proposal Response Form must be available from the successful bidder. If an item is not available an equal

substitute may be included in the bid, however this must be indicated on the Bid Response Form and/or on an additional attached form.

From time to time during the contract period the Community Clinic may adjust its Generic Formulary by deleting or adding a different item or formulation. Any potential contractor would be expected to utilize the same competitive pricing structure used for the completion of this bid for the pricing of new items.

The successful bidder may be required by the City to collect a prescription co-pay for some or all prescriptions provided to patients. The value of any co-pay would be deducted from the gross price to the city per prescription. The City will provide the amount of this co-pay, if any, to the successful bidder.

AWARD OF BID

In the evaluation of these bids additional criteria may be considered and given preference. These additional criteria include:

- Location of pharmacy. Transportation can be a factor for many clients receiving services from the Community Clinic. Pharmacies within the corporate limits of the City of Joplin or pharmacies that will make a provision for dispensing of prescriptions within the corporate limits of the city may be given preference.
- Convenience of use for Joplin Community Clinic patients and staff. Any pharmacy chosen should have operations that are convenient to the patients of the Joplin Community Clinic and to the staff and general operations and flow of the Community Clinic.

BID RESPONSE FORM
BID 2019-RFP-05; Pharmacy Services

ANTIBIOTICS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Amoxicillin	Caps	250 mg	14	
	Caps	500 mg	30	
Amoxicillin/Clavulanate	Tabs	875 mg/125 mg	20	
Augmentin – 10 day supply, twice daily				
Azithromycin	Tabs (5 days)	250 mg	6	
Azithromycin	Tabs (3 days)	500 mg	7	
Cefidinir	Caps	300 mg	20	
Cephalexin	Caps	500 mg	30	
Ciprofloxacin	Tabs	250 mg	14	
Ciprofloxacin	Tabs	500 mg	14	
Clindamycin	Caps	150 mg	30	
Doxycycline Hyclate	Tabs	100 mg	14	
Doxycycline Hyclate	Tabs	100 mg	20	
Levaquin	Tabs	250 mg	7	
Levaquin	Tabs	250 mg	10	
Levaquin	Tabs	250 mg	14	
Levofloxacin	Caps	750 mg	7	
Levofloxacin	Caps	750 mg	10	
Metronidazole	Tabs	500 mg	21	
TMP/SMX DS	Tabs		20	

ANALGESICS - NSAIDS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Ibuprofen	Tabs	600 mg	60	
Ibuprofen	Tabs	600 mg	90	
Ibuprofen	Tabs	800 mg	60	
Ibuprofen	Tabs	800 mg	90	
Meloxicam	Tabs	7.5 mg	30	
Meloxicam	Tabs	15 mg	30	
Naproxen	Tabs	500 mg	60	

ANTICONVULSANTS				
	TYPE	**DSG**	**AMOUNT**	**COST**
NONE				

ANTIDIABETIC				
	TYPE	**DSG**	**AMOUNT**	**COST**
Glimepiride	Tabs	2 mg	30	
Glimepiride	Tabs	2 mg	60	
Glimepiride	Tabs	4 mg	30	
Glimepiride	Tabs	4 mg	60	
Glipizide	Tabs	5 mg	30	
Glyburide	Tabs	5 mg	30	
Glyburide	Tabs	5 mg	120	
Metformin	Tabs	500 mg	60	
Metformin	Tabs	500 mg	120	
Metformin	Tabs	1000 mg	60	
Pioglitazone (Actos)	Tabs	15 mg	30	
Pioglitazone (Actos)	Tabs	30 mg	30	

CARDIOVASCULAR				
	TYPE	**DSG**	**AMOUNT**	**COST**
Amlodipine	Tabs	2.5 mg	30	
Amlodipine	Tabs	5 mg	30	
Amlodipine	Tabs	10 mg	30	
Atenolol	Tabs	25 mg	30	
Atenolol	Tabs	50 mg	30	
Benazepril	Tabs	10 mg	30	
Benazepril	Tabs	20 mg	30	
Benazepril	Tabs	40 mg	30	
Carvedilol	Tabs	6.25 mg	60	
Carvedilol	Tabs	12.5 mg	60	
Carvedilol	Tabs	25 mg	60	
Clonidine	Tabs	0.1 mg	60	
Clonidine	Tabs	0.1 mg	90	
Clopidogrel (Plavix)	Tabs	75 mg.	30	
Diltiazem CD	Caps	120 mg	30	
Diltiazem CD	Caps	180 mg	30	
Diltiazem CD	Caps	240 mg	30	
Furosemide	Tabs	20 mg	30	
Furosemide	Tabs	40 mg	30	
Gemfibrozil	Tabs	600 mg	60	
Hydrochlorothiazide (HCTZ)	Caps	12.5 mg	30	
Hydrochlorothiazide (HCTZ)	Tabs	25 mg	30	
Hydrochlorothiazide (HCTZ)	Tabs	50 mg	30	
Isosorbide Mononitrate ER	Tabs	30 mg	60	
Labetalol	Tabs	100 mg	60	
Labetalol	Tabs	100 mg	120	
Labetalol	Tabs	200 mg	60	
Lisinopril	Tabs	5 mg	30	
Lisinopril	Tabs	10 mg	30	

CARDIOVASCULAR Cont'd				
	TYPE	**DSG**	**AMOUNT**	**COST**
Lisinopril	Tabs	20 mg	30	
Lisinopril	Tabs	30 mg	30	
Lisinopril	Tabs	40 mg	30	
Losartan	Tabs	50 mg.	30	
Losartan	Tabs	100 mg.	30	
Metoprolol Tartrate	Tabs	25 mg	60	
Metoprolol Tartrate	Tabs	50 mg	60	
Nifedipine ER	Tabs	60 mg	30	
Nifedipine ER	Tabs	60 mg	60	
Potassium Chloride	Tabs	10 mEq	30	
Potassium Chloride	Tabs	20 mEq	30	
Simvastatin	Tabs	10 mg	30	
Simvastatin	Tabs	20 mg	30	
Simvastatin	Tabs	40 mg	30	
Sotalol	Tabs	80 mg	30	
Sotalol	Tabs	80 mg	60	

COUGH & COLD				
	TYPE	**DSG**	**AMOUNT**	**COST**
Benzonatate	Perles	100 mg	14	
Benzonatate	Perles	100 mg	30	

CREAMS, OINTMENTS & SUPPOSITORIES				
	TYPE	**DSG**	**AMOUNT**	**COST**
Bactroban 2%	Ointment		22 Gm	
Silver Sulfadiazine 1%`	Cream		50 Gm	
Triamcinolone 0.01%	Cream		80 Gm	
Triamcinolone 0.01%	Ointment		80 Gm	
Triple Antibiotic	Ointment		30 Gm	

EAR, NOSE & THROAT				
	TYPE	**DSG**	**AMOUNT**	**COST**
Ear Wax	Drops		15 ml	
Flonase (Fluticasone Propionate)	Nasal Spray		16 Gm	
Loratadine (Claritin)	Tabs	10 mg	30	
Montelukast (Singular)	Tabs	10mg	30	
Saline mist			45 ml	

H_2-ANTAGONISTS & ANTACIDS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Dicyclomine	Caps	10 mg	90	
Omeprazole	Caps	20 mg	30	
Pantoprazole DR	Tabs	40 mg.	30	
Ranitidine	Tabs	150 mg	60	

HORMONES				
	TYPE	**DSG**	**AMOUNT**	**COST**
Progesterone	Caps	100 mg	30	

LAXATIVES & STOOL SOFTENERS				
	TYPE	**DSG**	**AMOUNT**	**COST**
DSS	Caps	100 mg	60	
Docusate Calcium	Caps	240 mg	30	

MISCELLANEOUS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Allopurinol	Tabs	300 mg	30	
Allopurinol	Tabs	300 mg	60	
Cyclobenzaprine	Tabs	10 mg	30	
Fluoxetine	Caps	20 mg.	30	
Gabapentin	Caps	100 mg	60	
Gabapentin	Caps	300 mg	60	
Prednisone	Tabs	5 mg	30	
Prednisone	Tabs	10 mg	30	
Trazadone	Tabs	50 mg	30	

Total Cost $_____

Company Name: _____

Address: _____

_____

Signature: _____

Printed Name: _____

Telephone: _____

E-mail: _____

MBE_____ WBE_____

MARK BID ENVELOPES: "BID #2019-RFP-05; Pharmacy Services 10:00 A.M., August 08, 2019 "

BID RESPONSE FORM
BID 2019-RFP-05; Pharmacy Services

ANTIBIOTICS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Amoxicillin	Caps	250 mg	14	5.13
	Caps	500 mg	30	7.52
Amoxicillin/Clavulanate	Tabs	875 mg/125 mg	20	29.50
Augmentin – 10 day supply, twice daily				
Azithromycin	Tabs (5 days)	250 mg	6	15.00
Azithromycin	Tabs (3 days)	500 mg	7??	31.97
#3 $17.15				
Cefidinir	Caps	300 mg	20	29
Cephalexin	Caps	500 mg	30	15
Ciprofloxacin	Tabs	250 mg	14	15
Ciprofloxacin	Tabs	500 mg	14	15
Clindamycin	Caps	150 mg	30	13.36
Doxycycline Hyclate	Tabs	100 mg	14	21.8
Doxycycline Hyclate	Tabs	100 mg	20	27.51
Levaquin	Tabs	250 mg	7	14
Levaquin	Tabs	250 mg	10	17
Levaquin	Tabs	250 mg	14	27
Levofloxacin	Caps	750 mg	7	25
Levofloxacin	Caps	750 mg	10	28
Metronidazole	Tabs	500 mg	21	9
TMP/SMX DS	Tabs	800-160mg quoted	20	10.85

ANALGESICS - NSAIDS				
	TYPE	DSG	AMOUNT	COST
Ibuprofen	Tabs	600 mg	60	8.98
Ibuprofen	Tabs	600 mg	90	11.35
Ibuprofen	Tabs	800 mg	60	16.41
Ibuprofen	Tabs	800 mg	90	22.49
Meloxicam	Tabs	7.5 mg	30	4
Meloxicam	Tabs	15 mg	30	4
Naproxen	Tabs	500 mg	60	20

ANTICONVULSANTS				
	TYPE	DSG	AMOUNT	COST
NONE				

ANTIDIABETIC				
	TYPE	DSG	AMOUNT	COST
Glimepiride	Tabs	2 mg	30	4
Glimepiride	Tabs	2 mg	60	8
Glimepiride	Tabs	4 mg	30	4
Glimepiride	Tabs	4 mg	60	8
Glipizide	Tabs	5 mg	30	4
Glyburide	Tabs	5 mg	30	11
Glyburide	Tabs	5 mg	120	40
Metformin	Tabs	500 mg	60	4
Metformin	Tabs	500 mg	120	8
Metformin	Tabs	1000 mg	60	4
Pioglitazone (Actos)	Tabs	15 mg	30	9
Pioglitazone (Actos)	Tabs	30 mg	30	9

CARDIOVASCULAR				
	TYPE	**DSG**	**AMOUNT**	**COST**
Amlodipine	Tabs	2.5 mg	30	4
Amlodipine	Tabs	5 mg	30	4
Amlodipine	Tabs	10 mg	30	4
Atenolol	Tabs	25 mg	30	4
Atenolol	Tabs	50 mg	30	4
Benazepril	Tabs	10 mg	30	9
Benazepril	Tabs	20 mg	30	4
Benazepril	Tabs	40 mg	30	4
Carvedilol	Tabs	6.25 mg	60	4
Carvedilol	Tabs	12.5 mg	60	4
Carvedilol	Tabs	25 mg	60	4
Clonidine	Tabs	0.1 mg	60	4
Clonidine	Tabs	0.1 mg	90	6
Clopidogrel (Plavix)	Tabs	75 mg.	30	9
Diltiazem CD	Caps	120 mg	30	12
Diltiazem CD	Caps	180 mg	30	13
Diltiazem CD	Caps	240 mg	30	18
Furosemide	Tabs	20 mg	30	4
Furosemide	Tabs	40 mg	30	34
Gemfibrozil	Tabs	600 mg	60	9
Hydrochlorothiazide (HCTZ)	Caps	12.5 mg	30	4
Hydrochlorothiazide (HCTZ)	Tabs	25 mg	30	4
Hydrochlorothiazide (HCTZ)	Tabs	50 mg	30	4
Isosorbide Mononitrate ER	Tabs	30 mg	60	4
Labetalol	Tabs	100 mg	60	14.43
Labetalol	Tabs	100 mg	120	24.61
Labetalol	Tabs	200 mg	60	20.9
Lisinopril	Tabs	5 mg	30	4
Lisinopril	Tabs	10 mg	30	4

CARDIOVASCULAR Cont'd				
	TYPE	**DSG**	**AMOUNT**	**COST**
Lisinopril	Tabs	20 mg	30	4
Lisinopril	Tabs	30 mg	30	4
Lisinopril	Tabs	40 mg	30	15
Losartan	Tabs	50 mg.	30	4
Losartan	Tabs	100 mg.	30	4
Metoprolol Tartrate	Tabs	25 mg	60	4
Metoprolol Tartrate	Tabs	50 mg	60	4
Nifedipine ER	Tabs	60 mg	30	23.24
Nifedipine ER	Tabs	60 mg	60	42.24
Potassium Chloride	Tabs	10 mEq	30	13
Potassium Chloride	Tabs	20 mEq -	30	18
Simvastatin	Tabs	10 mg	30	4
Simvastatin	Tabs	20 mg	30	4
Simvastatin	Tabs	40 mg	30	4
Sotalol	Tabs	80 mg	30	23
Sotalol	Tabs	80 mg	60	42

COUGH & COLD				
	TYPE	**DSG**	**AMOUNT**	**COST**
Benzonatate	Perles	100 mg	14	8
Benzonatate	Perles	100 mg	30	15

CREAMS, OINTMENTS & SUPPOSITORIES				
	TYPE	**DSG**	**AMOUNT**	**COST**
Bactroban 2%	Ointment		22 Gm	11
Silver Sulfadiazine 1%`	Cream		50 Gm	8
Triamcinolone 0.01%	Cream		80 Gm	8
Triamcinolone 0.01%	Ointment		80 Gm	9
Triple Antibiotic	Ointment		30 Gm	4

EAR, NOSE & THROAT				
	TYPE	DSG	AMOUNT	COST
Ear Wax	Drops		15 ml	4
Flonase (Fluticasone Propionate)	Nasal Spray		16 Gm	10
Loratadine (Claritin)	Tabs	10 mg	30	4
Montelukast (Singular)	Tabs	10mg	30	15
Saline mist			45 ml	4

H_2-ANTAGONISTS & ANTACIDS				
	TYPE	DSG	AMOUNT	COST
Dicyclomine	Caps	10 mg	90	15.98
Omeprazole	Caps	20 mg	30	9
Pantoprazole DR	Tabs	40 mg.	30	24
Ranitidine	Tabs	150 mg	60	10

HORMONES				
	TYPE	DSG	AMOUNT	COST
Progesterone / Prometrium	Caps	100 mg	30	34

LAXATIVES & STOOL SOFTENERS				
	TYPE	DSG	AMOUNT	COST
DSS	Caps	100 mg	60	4
Docusate Calcium	Caps	240 mg	30	4

MISCELLANEOUS				
	TYPE	DSG	AMOUNT	COST
Allopurinol	Tabs	300 mg	30	11.3
Allopurinol	Tabs	300 mg	60	18.35
Cyclobenzaprine	Tabs	10 mg	30	12.61
Fluoxetine	Caps	20 mg.	30	4
Gabapentin	Caps	100 mg	60	12.39
Gabapentin	Caps	300 mg	60	23.50
Prednisone	Tabs	5 mg	30	6
Prednisone	Tabs	10 mg	30	8
Trazadone	Tabs	50 mg	30	11

Total Cost $_____1,319.42_____

Company Name: _____Walmart Pharmacy

Address: ____1501 S Rangeline Road_____

____Joplin, MO 64804_____

Signature: _____ Rph MHWD

Printed Name: _____Leslie S. Frazier_____

Telephone: _____573-718-0892_____

E-mail: ___Leslie.Frazier@walmart.com_____

MBE_____ WBE_____

MARK BID ENVELOPES: "BID #2019-RFP-05; Pharmacy Services 10:00 A.M., August 08, 2019 "

PHARMACEUTICAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", and **ScriptClaim Systems LLC** a Missouri corporation, hereinafter referred to as "ScriptClaim Systems" on this 17 day of September, 2019.

W I T N E S S E T H

WHEREAS, City through its Health Department provides pharmaceutical services to certain eligible residents of the City of Joplin, Missouri; and

WHEREAS, ScriptClaim Systems operates a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations and

WHEREAS after competitive bids, ScriptClaim Systems, in the opinion of City, submitted the best proposal to act as the City's pharmaceutical provider.

NOW, THEREFORE, in exchange for valuable consideration, each received from the other, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement shall be for one (1) year commencing on or about November 1, 2019 and continuing to and until October 31, 2020. It shall be extended, one year at a time up to a maximum of three (3) years. Either party may terminate the agreement, without cause, on sixty (60) days written notice to the other party, or, unless ScriptClaim Systems is in breach of this Agreement pursuant to the provisions of Paragraph 6 herein.

2. **Compensation.** As and for compensation for the services provided herein, City will reimburse ScriptClaim Systems for prescriptions filled in accordance

with the Bid Specifications For Pharmaceutical Services and the Bid Response Form BID 2019-RFP-09; Pharmacy Services, submitted by ScriptClaim Systems for pharmaceuticals set forth on said Bid Response Form, or as may be amended by formulary lists, provided by City, provided to ScriptClaim Systems, from time-to time, during the term of this Agreement.

3. **Billing and Payment Procedure.** ScriptClaim Systems shall submit a billing invoice at the end of each month for all prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay if any, and the net price charged to the City after reduced by the co-pay amount.

4. **Formulary Products and Price**. The products and prices listed on the BID Response Form BID 2019-RFP-09; Pharmacy Services, attached hereto as "Exhibit A" and incorporated herein by reference, shall be binding on both parties during the term of this Agreement. Any product or price changes to the formulary list that are to take effect in any extension term must be submitted to the City ninety (90) days before the start of any extension term, and are subject to approval by the City before such term is extended.

5. **Scope of Work.** ScriptClaim Systems shall fill only prescriptions that have been authorized by the Joplin Health Department or the Joplin residents referred by the Community Clinic and which are accompanied by the proper documentation of the same. ScriptClaim Systems shall pursue the use of generic substitution whenever possible.

6. **Termination of Agreement.** This Agreement shall immediately be terminated, if ScriptClaim Systems is no longer licensed by the State of Missouri to dispense pharmaceutical services, fails to operate a full-service pharmacy at its present location or fails to perform to the satisfaction of the City. In these cases the City may terminate the Agreement, upon ten (10) days written notice.

7. **Agreement Subject to Ratification by Council and Annual Appropriation.** This Agreement is binding upon the City of Joplin only upon acceptance by its City Council. This Agreement is subject to the normal budgetary process of the City of Joplin, and, in the event the City of Joplin shall fail to appropriate sufficient funds to pay for the services provided by this contract, this contract shall immediately be terminated without recourse.

8. **Hold Harmless.** During the term of this Agreement, each party agrees to hold harmless the other party against any liability from or by any person whomsoever for injury to person or damage to property arising out of or in connection with this Agreement. Each party hereby agrees to hold the other party, its employees, agents, contractors, invitees, successors, and assigns, free and harmless and to waive all rights of recovery against the other party, its employees, successors and assigns for any and all occurrences.

9. **Prohibition on Assignment.** This contract and the rights granted herein may not be assigned by ScriptClaim Systems without the express written consent of the City being first obtained.

10. **Choice of Law**. 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, or the United States District Court for the Western District of Missouri.

11. **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.

12. **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.

13. **Waiver or Breach**. 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. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

14. **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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

15. **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. ScriptClaim Systems represents and warrants that it is a Missouri corporation in good standing with the State of Missouri.

16**.** **Record Confidentiality.** ScriptClaim Systems shall maintain strict confidentiality of all patient and client information or records supplied to it by the City or the Community Clinic, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the City and the patient/client or the parent or legal guardian unless such disclosure is required by law.

17. **Work Authorization:** 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 herein.

18. **Employee/employer Relationship:** Contractor agrees that this Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Wal-Mart will be an independent contractor and not an employee for all purposes including, but no limited to, 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. Contractor agrees that it shall not hold itself out as a City employee, but as an independent contractor hired by City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By: _____

City Manager of the City of Joplin

ATTEST:

_____

City Clerk

ScriptClaims Systems LLC

A Missouri Corporation

By: _____

Date: _____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-454 – approving a Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society).

MEETING DATE
October 7, 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-454 Humane Society Animal Sheltering Agreement

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

SUMMARY
This Council Bill authorizes an Animal Sheltering Agreement between the Joplin Humane Society, Inc. and the City of Joplin providing animal sheltering services for animals brought to it by the City's animal control program staff or by residents of the City.

BACKGROUND
The City has contracted with the Society for animal sheltering services in conjunction with the City's animal control program since 1975. The original contract has been amended from time to time over the years allowing for increases in the monthly payment for such services.

The agreement calls for the Society to provide sheltering services for animals brought to it by the City's animal control program staff or by residents of the City, as approved. The agreement includes basic impoundment services for stray animals or those animals collected for a violation of city code, and rabies quarantine services for animals involved in bite situations.

The Society has requested a 1.61% CPI increase in fees which is allowed under the current agreement. The new agreement specifies a schedule of fees that may be charged to the City or residents of the city for various services including; rabies sample submission, daily care charge, animal intake and tracking, quarantine, euthanasia, and cremation. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for this agreement period is approx. $216,764.

The agreement period will be from November 1, 2019 through October 31, 2020. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one (1) year terms, to coincide with the city fiscal year unless amended by both parties.

FUNDING SOURCE

The source of funding is the Health Fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2018-454 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society, Inc. did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for adjustments to sheltering fees, and

WHEREAS, the Joplin Humane Society, Inc. has been the contracted animal shelter for the City since 1975 and in calendar year 2018 did receive 3,234 animals from within the City of Joplin.

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

Section 1. That the Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services, a true and accurate copy of said Agreement being attached hereto, and incorporated herein, be and the same is hereby approved.

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

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 allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of October, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2019, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

WHEREAS, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

WHEREAS, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree to the following:

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances

as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. The AARC agrees to receive at its Shelter all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City from and after the effective date of this Agreement and to dispose of said animals without charge to said residents of City. The City reserves the right to change or eliminate this fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC.

4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT:

The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (St. Louis -All Urban Consumers), utilizing the most recently available 12 month period index from the previous year . If a fee increase request is in excess of the Consumer Price Index the city may request to review data on actual costs of each service if needed to document cost increases. In the event an adjustment to documented cost is warranted, AARC shall provide written notice thereof with supporting documentation, by no later than May 1 of each year. All increases shall be subject to annual appropriation by the Joplin City Council. City shall have thirty (30) days to review and request additional supporting documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the previous complete calendar year and obtained from the Animal Identification Record forms or other similar records used for tracking animal intake, approved for use by the Director of Health and Welfare, will be analyzed annually in May by the City and AARC in order to obtain the annual sheltering charge for the next city fiscal year (Nov.- Oct.). The calculations will utilize the agreed-upon fee adjustment, if any, for the upcoming City fiscal year.

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter facilities available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. SPECIAL ANIMAL CARE: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the City, for any routine animal care services that may be incurred by the AARC in providing the services set forth herein. The City agrees to pay or arrange for payment through municipal court, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal or as required by the Missouri Department of Agriculture. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges .

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri

State Laboratory for rabies testing for a Twenty-Seven and 77/100 ($27.77) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Eight and 67/100 ($8.67) dollars per animal.

(b) **Animal Sheltering Fee** of Eight and 13/100 ($8.13) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Fifteen and 62/100 ($15.62) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Twelve and 32/100 ($12.32) dollars per animal.

(e) **Cremation Fee** of Fifteen and 79/100 ($15.79) Dollars or .55/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Five and 22/100 ($5.22) dollars per small wild animal such as birds, squirrels, rabbits, rodents, or other small wild animals under 3 lbs. in weight.

(g) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month, in a format approved by the City. The City agrees to process all invoices by the end of the month presented provided such invoices are received by 10th of each month.

(i) The AARC agrees that the fee for services charged by AARC to City shall be the same fee charged for like services to other governmental entities that have a contract with AARC; although for convenience, flat fees may be charged to other governmental entities. The calculation utilized by AARC to arrive at a flat fee for such government entities shall be the same calculations utilized by AARC to arrive at the fee charged to City for such services.

13. INDEPENDENT CONTRACTOR: It is expressly understood that the AARC is, in all respects, an independent contractor, and the only liability of the City created by the terms of this Agreement is the obligation to pay the AARC for services rendered as hereinabove set forth. The AARC shall carry and provide the City with evidence of liability insurance coverage in an amount of at least $500,000 per person, and $1,000,000 per occurrence, and AARC shall indemnify and hold City harmless for any other claim caused by the actions of the AARC. The AARC agrees to add the City as an additional insured on its comprehensive general liability insurance policy provided City pays any additional premium charged. Such policy shall provide that it may not be cancelled without ten (10) day's advance written notice.

14. WORK AUTHORIZATION: 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 herein.

15. DEDICATED DOG RUNS: The AARC agrees to dedicate sufficient dog runs (at a minimum three) necessary for the City Animal Control Staff to routinely, throughout the day or night, place dogs delivered to the AARC. Dogs placed in these runs are to be frequently moved to other long-term animal runs to keep these dedicated runs free for regular animal delivery. These dedicated runs will be cleared of animals by the close of business and again by the open of business each day to assure adequate space for animals delivered to the AARC.

16. ISOLATION OF CERTAIN ANIMALS: Animals held in isolation areas (quarantine or dangerous dog impoundment) are not to be viewed by the public or other unauthorized individuals unless authorized by animal control staff or AARC staff.

17. ANIMAL EMERGENCY PLANNING: The AARC agrees to participate in regular joint emergency planning and response activities with the City to address situations involving animal care during emergencies (e.g. weather emergency, continuity planning for AARC operations, etc.).

18. TERMINATION OF AGREEMENT: Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following matter:

a. Either party, at any time, upon one hundred eighty (180) day's written notice, may terminate this Agreement;

b. If AARC fails to comply with the terms of this Agreement, the City may terminate this Agreement by providing ten (10) day's written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the City shall be entitled to terminate the Agreement. The City shall be liable only for costs incurred to and until the effective date of termination.

19. RIGHT OF AARC TO SUSPEND SERVICES. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Board of Directors and the director of the department of health, poses an immediate threat to the viability of the Shelter, it shall have the right, upon thirty (30) days' notice, to temporarily suspend acceptance of animals or terminate this Agreement. AARC reserves the right to seek an additional stipend from City as a result of such an emergency situation, and City reserves the right to decline to approve such stipend.

20. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by writing approved by City and AARC.

21. BINDING AGREEMENT: This Agreement shall be binding upon the parties' successors and assigns.

22. TERM OF AGREEMENT: The services of the AARC are to commence upon the 1st day of November 2018 and continue until October 31, 2019. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one-year terms to coincide with the City fiscal year unless modified or amended by both City and AARC, in writing, or terminated pursuant to Paragraph 18 herein.

23. LOW COST RABIES CLINIC: The AARC and City agree to collaborate as necessary in providing low cost rabies clinic opportunities for residents of the city. Clinics may be City resident specific or the City may participate in other low cost rabies

clinics offered to area residents by the AARC. Costs to the City for participation in low cost rabies clinics will be agreed upon by both parties prior to any clinic

Signed this _____ day of _____ 2019.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Daniel Pekarek, Interim City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-455 – approving a 1.61% CPI increase to the fee schedule charged to the City of Joplin (City).

MEETING DATE
October, 7 2019

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2019-455 Council Bill

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

SUMMARY
This Council Bill authorizes a 1.61% CPI increase to the fee schedule for fees charged to the City of Joplin (City) for various animal sheltering services at the Joplin Humane Society, Inc.. The annual CPI adjustment is allowed by the current agreement with the Society.

BACKGROUND
The Society has been the contracted provider of animal control shelter services in the city since 1975. During that time, the contract has been amended from time to time to reflect changes in costs at the Society for services to the City.

The changes in fees are shown below:

- Rabies Sample Processing Fee $27.33 to $27.77.
- Animal Intake and Tracking Fee $8.53 to $8.67.
- The per day care charge for impoundment of dogs or cats $8.00 to $8.13.
- The per day quarantine charge for dogs and cats $15.37 to $15.62.
- Animal euthanasia fee $12.12 to $12.32.
- Animal cremation fee $15.54 to $15.79.
- Small animal cremation fee $5.14 to $5.22.

The fees would become effective November 1, 2019

FUNDING SOURCE
The source of funding is the Health Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2019-455 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society requested changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for annual increases in sheltering costs and the parties are in agreement with the proposed changes and

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

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees.

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of this article:

(1) First redemption of animal within 12 months	$15.00
(2) Each subsequent redemption of same animal within the preceding 12 months and additional	$15.00

(b) The following additional fees set herein shall be charged to the public, on a per animal basis, for various services provided by the Joplin Humane Society, Inc. and shall be modified in accordance with the contract between the city and the Joplin Humane Society, Inc., a copy of the same being on file in the office of the city clerk:

(1) Animal Intake and Tracking Fee	$8.67
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$8.13
(3) Quarantine Fee for each day or fraction thereof	$15.62
(4) Euthanasia Fee	$12.32
(5) Cremation Fee	$15.79
(6) Small Animal Cremation Fee	$ 5.22

(7) Other such fees as may apply pursuant and enumerated in any agreement between the city and the Joplin Humane Society, Inc.

(c) Owners of impounded animals may retrieve or otherwise obtain the release of

their animals from the Joplin Humane Society, Inc. only after they have made payment of impoundment and all other charges.

(d) If a financial hardship exists on the owner of an impounded animal, the $15.00 first impoundment fee may be waived at the direction of the director of public health and welfare if the following conditions apply:

(1) The animal is current on city license and rabies vaccination;
(2) No previous violations of city Code or written warnings have occurred with the owner or any animal in the owner's possession; or,
(3) The animal was impounded for being at large.

(e) Upon retrieving or otherwise obtaining the release of their animal, the owner shall provide proof of current city license and required rabies vaccination. If proof is not provided at that time, owner may be required to sign a statement, provided by the department of health and welfare, indicating that they will obtain proper pet license and rabies vaccination and will provide such proof to the department of health and welfare within 30 days of obtaining their animal's release. If such proof is not provided to the department of health and welfare a municipal citation may be initiated to the animal owner for violation of this section."

Section 2. 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 allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

Section 3. These fees are to effective November 1, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of October, 2019.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney