JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 16, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Semi-Annual Insurance Update By Segal

      Documents:

      2024 INSURANCE BUDGET AND RATE PRESENTATION COJ.PDF
   2. Grant Program Update

      Documents:

      GRANT PROGRAM UPDATE 10.16 JOPLIN CITY COUNCIL.PDF
   3. Joplin Area Chamber Of Commerce Quarterly Update

      Documents:

      ECO DEVO REPORT TO CITY COUNCIL OCT 2023.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
7. **Public Hearings**
8. **Consent Agenda**

1. Minutes Of The October 2, 2023, City Council Meeting

   Documents:

   OCT 2, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-285
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District MUC (Mixed-Use Commercial) property as described below and located directly South of the Intersection of W 32nd St and S Nellie Mae.

   Documents:

   CB2023-285.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-013
   AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

   Documents:

   CB2023-013-JACHAMBERCOMMERCE AGREEMENT-10052023044015.PDF

2. COUNCIL BILL NO.2023-154
   AN ORDINANCE approving an agreement with B.T.B. Homes, LLC to provide sanitary sewer to property located at Apricot Dr. and Coyote Dr., 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:

   CB2023-154_0_SUMMARY SHEET_AGREEMENT FOR SEWER SERVICE - BTB HOMES, LLC - APRICOT AND COYOTE DRIVE.PDF
   CB2023-154_1_ORDINANCE_AGREEMENT FOR SEWER SERVICE - BTB HOMES, LLC - APRICOT AND COYOTE DRIVE.PDF
   CB2023-154_3_EXHIBIT MAP_AGREEMENT FOR SEWER SERVICE - BTB HOMES, LLC - APRICOT AND COYOTE DRIVE.PDF
   CB2023-154_2_OUT-OF-TOWN SEWER AGREEMENT - BTB HOMES, LLC - APRICOT AND COYOTE DRIVE.PDF

3. COUNCIL BILL NO. 2023-367
   AN ORDINANCE approving the contract by and between the City of Joplin

and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 320 N Sergeant Ave. in the City of Joplin, Missouri, for Six Thousand Seven Hundred forty-nine dollars ($6,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 320 N. SERGEANT.PDF
BID SHEET 320 N. SERGEANT.PDF
CB 2023-367 320 N. SERGEANT.PDF
CB 2023-367 320 N SERGEANT.PDF

4. COUNCIL BILL NO. 2023-368
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1209 S Jackson Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY 1209 S JACKSON.PDF
BID SHEET 1209 S. JACKSON AVE.PDF
PRESENTATION 2023-368 1209 S. JACKSON.PDF
CB 2023-368 1209 JACKSON.PDF

5. COUNCIL BILL NO. 2023-369
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1202 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand Nine Hundred ninety-nine dollars ($3,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY 1202 S. MURPHY AVE_(CORRECTED).PDF
BID SHEET 1202 S. MURPHY AVE. .PDF
CB 2023-369 1202 S. MURPHY AVE. (3).PDF
CB 2023-369 1202 S. MURPHY AVE..PDF

6. COUNCIL BILL NO. 2023-370
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 302 S Gray Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and

containing an emergency clause.

Documents:

SUMMARY (GREEN) 302 GRAY.PDF
CB 2023-370 302 S. GRAY AVE. .PDF
BID SHEET 302 S. GRAY AVE. .PDF
CB 2023-370 302 S. GRAY AVE. .PDF

7. COUNCIL BILL NO. 2023-371
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 304 S Gray Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 304 S GRAY.PDF
BID SHEET 304 S. GRAY AVE. .PDF
CB 2023-371 304 S. GRAY AVE..PDF
CB 2023-371 304 S. GRAY AVE. .PDF

8. COUNCIL BILL NO. 2023-372
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 4002 Duquesne Rd. in the City of Joplin, Missouri, for Six Thousand Three Hundred dollars ($6,300.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 4002 S. DUQUESNE RD. .PDF
BID SHEET 4002 S. DUQUESNE RD. .PDF
PRESENTATION 4002 DUQUESNE RD.PDF
CB 2023-372 4002 S. DUQUESNE RD. .PDF

9. COUNCIL BILL NO. 2023-455
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:

CB2023-455-SUMMARY SHEET.PDF
CB2023-455-SUPPLEMENTAL ITEM CONTRACT.PDF

CB2023-455-COUNCIL BILL.PDF

10. COUNCIL BILL NO. 2023-456
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:

CB2023-456-SUMMARY SHEET.PDF
CB2023-456-COUNCIL BILL.PDF

11. COUNCIL BILL NO. 2023-517
AN ORDINANCE approving an agreement for professional auditing services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

Documents:

CB 2023-517 SUMMARY AUDIT AGREEMENT.PDF
CB 2023-517 EXHIBIT A 2023 AUDIT AGREEMENT.PDF
CB 2023-517 AUDIT RFP 2023.PDF
CB 2023-517 BID RESPONSE FROM AGH.PDF
CB 2023-517 BID TAB.PDF
CB 2023-517 SUMMARY OF EVALUATORS COMMENTS.PDF
CB 2023-517 ORDINANCE AUDIT AGREEMENT.PDF

12. COUNCIL BILL NO. 2023-518
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause.

Documents:

CB 2023-518 SUMMARY BUDGET AMENDMENT FY 2023.PDF
CB 2023-518 BUDGET AMENDMENT ORDINANCE.PDF
CB 2023-518 SCHEDULE A BUDGET AMENDMENT OCTOBER 16 2023.PDF

13. COUNCIL BILL NO. 2023-519
AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2023 to October 31, 2024, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2023-519 SUMMARY BUDGET ADOPTION FY 2024.PDF
CB 2023-519 BUDGET ADOPTION ORDINANCE.PDF
CB 2023-519 BUDGET SUMMARIES.PDF
CB 2023-519 PROPOSED TO FINAL BUDGET RECONCILIATION.PDF
LEVEL 2 PLAN OPTION B.PDF

14. COUNCIL BILL NO. 2023-520

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2023-2024; adopting a new step pay plan by reference Police Salary Administration Plan establishing the annual salary of certain police positions; adopting a new step pay plan by reference Fire Salary Administration Plan establishing the annual salary of certain fire positions; and, containing an emergency clause.

Documents:

CB 2023-520 SUMMARY NEW SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1 2023.PDF
CB 2023-520 ORDINANCE ADOPTING NEW STEP PAY PLANS AND WAGE ADJUSTMENTS.PDF
CB 2023-520 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE NOV 1 2023.PDF
CB 2023-520 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS EFFECTIVE NOV 1 2023.PDF
CB 2023-520 EXHIBIT C SALARY ADMINISTRATION PLAN FOR POLICE CB UNIT EFFECTIVE NOVEMBER 1 2023.PDF
CB 2023-520 EXHIBIT D SALARY ADMINISTRATION PLAN FOR FIRE CB UNIT EFFECTIVE NOV 1 2023.PDF

15. COUNCIL BILL NO. 2023-521

AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-521 SUMMARY HEALTH INSURANCE ADMINISTRATION SERVICES RENEWAL AGREEMENT.PDF
CB 2023-521 ORDINANCE HEALTH INSURANCE ADMINISTRATION SERVICES RENEWAL AGREEMENT.PDF
CB 2023-521 EXHIBIT A HEALTH ADMINISTRATION SERVICES RENEWAL.PDF

16. COUNCIL BILL NO. 2023-522

AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-522 SUMMARY DENTAL INSURANCE RENEWAL

AGREEMENT.PDF
CB 2023-522 ORDINANCE DENTAL INSURANCE RENEWAL.PDF
CB 2023-522 EXHIBIT A DELTA DENTAL RENEWAL AGREEMENT.PDF

17. COUNCIL BILL NO. 2023-523

AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and MetLife to provide disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-523 SUMMARY DISABILITY INSURANCE RENEWAL AGREEMENT.PDF
CB 2023-523 ORDINANCE DISABILITY INSURANCE RENEWAL AGREEMENT.PDF
CB 2023-523 EXHIBIT A DISABILITY INSURANCE RENEWAL.PDF

18. COUNCIL BILL NO. 2023-524

AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-524 SUMMARY LIFE INSURANCE RENEWAL AGREEMENT.PDF
CB 2023-524 ORDINANCE LIFE INSURANCE RENEWAL AGREEMENT.PDF
CB 2023-524 EXHIBIT A LIFE INSURANCE RENEWAL.PDF

19. COUNCIL BILL NO. 2023-526

AN ORDINANCE approving a Subrecipient Agreement by and between the City of Joplin and Jasper County, a political subdivision of the State of Missouri, to improve 20th Street from Schifferdecker to Central City under the County American Rescue Plan Act (ARPA) Grant; and, containing an emergency clause.

Documents:

CB 2023-526 SUMMARY ARPA SUBRECIPIENT AGREEMENT WITH JASPER COUNTY FOR 20TH STREET.PDF
CB 2023-526 ORDINANCE ARPA SUBRECIPIENT AGREEMENT WITH JASPER COUNTY FOR 20TH STREET.PDF
CB 2023-526 EXHIBIT A JASPER COUNTY 20TH STREET AGREEMENT.PDF
CB 2023-526 APPENDIX B CONCEPTUALS.PDF

20. COUNCIL BILL NO. 2023-528

AN ORDINANCE providing for the Fire Department Budget of the City of Joplin for the period from November 1, 2023 to October 31, 2024, estimating the appropriations for said period for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2023-528 SUMMARY FIRE BUDGET ADOPTION FY 2024.PDF
CB 2023-528 ORDINANCE FIRE DEPARTMENT BUDGET ADOPTION.PDF
CB 2023-519 BUDGET SUMMARIES.PDF
CB 2023-519 PROPOSED TO FINAL BUDGET RECONCILIATION.PDF

21. COUNCIL BILL NO. 2023-610
AN ORDINANCE approving the issuance of a Purchase Order to MacQueen Emergency to cover the purchase of two (2) Pierce Velocity replacement fire engines which has been included in the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024, to adjust appropriations and containing an emergency clause.

Documents:

SUMMARY SHEET FOR CB 2023-610.PDF
1063 PURCHASE AGREEMENT 10092023REV UPDATED - COJ.PDF
CB2023-610.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-286
AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing Articles XII & XIII and enacting a new Article XII, Property Maintenance Code, and setting a date when this ordinance shall become effective.

Documents:

2018 IPMC ADOPTION GREEN SHEET.PDF
2018 IPMC ADOPTION RED - LINE.PDF
NUISANCE CODE ATTACHMENT-10112023095528.PDF
2018 IPMC ADOPTION CLEAN (002).PDF

2. COUNCIL BILL NO. 2023-527
AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties within downtown Joplin; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents:

CB 2023-527 SUMMARY DOWNTOWN JOPLIN ALLIANCE FUNDING AGREEMENT.PDF

AGREEMENT.PDF
CB 2023-527 ORDINANCE DJA FUNDING AGREEMENT.PDF
CB 2023-527 EXHIBIT A DOWNTOWN JOPLIN ALLIANCE FUNDING AGREEMENT.PDF

3. COUNCIL BILL NO. 2023-607
AN ORDINANCE approving a Contract by and between the City of Joplin and Olsson Studio, in the amount of Eight Hundred and Twenty-Eight Thousand Dollars ($828,000) for Professional Engineering Consulting Services to include a scope of work and fees for engineering services of the Ewert Splash Park Project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

SUMMARY OF EWERT SPLASH PARK PROJECT CONTRACT AGREEMENT.PDF
EWERT SPLASH PARK COUNCIL BILL NO. 2023-607.PDF
EWERT SPLASH PARK SCOPE OF SERVICES.PDF
EWERT SPLASH PARK ENGINEERING CONSULTING AGREEMENT.PDF
2023-RFQ-04 EWERT SPLASH PARK.PDF
ADDENDUM 1 EWERT SPLASH PARK 2023-RFQ-04.PDF
EWERT SPLASH PARK RFQ FINALIST INTERVIEW SCORES.PDF
SUMMARY OF FINALIST INTERVIEW COMMENTS.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2023-454
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 August 1, 2023 and running through November 30, 2027, for the amount of up to Two Hundred Thirty-Nine Thousand, Fifty Dollars and No Cents ($239,050.00), to enable the Health Department to establish, expand, train and sustain the public health workforce; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

Documents:

CB2023-454.PDF

13. Unfinished Business

14. New Business

1. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 4:25 PM on this 12th day of October 2023 (RSMo 610.020)

City of Joplin, MO

Healthcare Budget Projections January 1, 2024

October 16, 2023 / Kimberly Wixson

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Segal

Agenda

- **Executive Summary**
- **Budget Projections**
- **2024 Renewals**
- **Assumptions**
- **Medical and Prescription Drug Large Claimant Exhibit**
- **City Contribution Structure**
- **Current 2023 Monthly Contribution Rates**
- **Projected 2024 Monthly Contribution Rates**
- **Historical Insurance Premium Rates & Vendor Fees**
- **Appendix: Financial History – 2022 & 2023 YTD Financial Statements**

Executive Summary

- The City experienced a deficit of $51,000 in calendar year 2022 and a year-to-date operating surplus of $513,100 so far in calendar year 2023. The City is expected to experience an overall surplus by the end of fiscal year 2023.
- 2024 contribution rates are projected to change as follows:
  - Medical & prescription drug contribution rates will increase by approximately 5.6%.
- Projections are based on the assumptions and plan changes described within this report.

Executive Summary *continued*

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

CY	Single	Family	% Change	PPO Medical Trend *
2013	$358.30	$1,003.26	-	8.8%
2014	$358.30	$1,003.26	0.0%	7.9%
2015	$400.38	$1,121.10	14.3%	7.8%
2016	$417.60	$1,169.32	4.3%	7.8%
2017	$466.82	$1,307.14	11.8%	7.6%
2018	$472.32	$1,322.52	1.2%	7.7%
2019	$472.32	$1,322.52	0.0%	7.1%
2020	$498.88	$1,396.91	5.6%	6.8%
2021	$504.13	$1,411.61	1.1%	7.7%
2022	$545.96	$1,528.72	8.3%	7.3%
2023	$573.16	$1,604.90	5.0%	7.4%
2024	$605.06	$1,694.23	5.6%	6.8%

* Based on the 2024 Segal Health Plan Cost Trend Survey

Budget Projections

PROJECTED INCOME AND EXPENSE, FISCAL YEARS ENDED DECEMBER 31

	Aggregate			PPPM		
12 Months Ending December 31	**2023**	**2024**	**2025**	**2023**	**2024**	**2025**
Income						
City Contributions	$ 5,229,100	$ 5,521,300	$ 5,917,900	$ 898.47	$ 948.68	$ 1,016.82
Employee Contributions	$ 1,283,600	$ 1,352,300	$ 1,441,100	220.55	232.35	247.61
Retiree/COBRA Contributions	$ 134,800	$ 142,300	$ 151,500	23.16	24.45	26.03
Total Income	**$ 6,647,500**	**$ 7,015,900**	**$ 7,510,500**	**$1,142.18**	**$1,205.48**	**$1,290.46**
Expenses						
Medical	$ 3,770,100	$ 3,995,800	$ 4,237,300	$647.78	$686.56	$728.06
Prescription Drug	1,905,500	2,069,400	2,248,000	327.41	355.57	386.25
Prescription Drug Rebates	(474,600)	(515,400)	(559,900)	(81.55)	(88.56)	(96.20)
Dental Premium	302,800	325,500	325,500	52.03	55.93	55.93
Vision Premium	44,900	44,900	46,300	7.71	7.71	7.96
Life Insurance Premium	89,000	108,600	108,600	15.29	18.66	18.66
Stop-Loss Insurance Premium	662,400	762,300	876,700	113.81	130.98	150.64
ASO / EAP Fees	224,600	238,100	241,100	38.59	40.91	41.43
ACA Fees	3,400	3,500	3,600	0.58	0.60	0.62
Total Expenses	**$ 6,528,100**	**$ 7,032,700**	**$ 7,527,200**	**$1,121.65**	**$1,208.36**	**$1,293.35**
Operating Surplus (Deficit)	**$ 119,400**	**$ (16,800)**	**$ (16,700)**	**$20.53**	**($2.88)**	**($2.89)**
Enrollment	**485**	**485**	**485**	**485**	**485**	**485**
Beginning Fund Assets	**$2,184,227**	**$2,303,627**	**$2,286,827**			
Ending Fund Assets	**$2,303,627**	**$2,286,827**	**$2,270,127**			
Reserve Months	**3.9**	**3.6**	**3.3**			
Suggested Reserves						
Claims Fluctuation	**$1,339,800**	**$1,429,700**	**$1,526,500**			
Months	**2.5**	**2.4**	**2.4**			
Reserve (Shortfall)/Surplus	**$963,827**	**$857,127**	**$743,627**			

Notes:
- Fund assets are net of incurred but not reported claims.
- Medical and prescription drug claims projections are based on data through July 31, 2023.

2024 Renewals

- The City has agreements for various coverages with UMR, Symetra, and Delta Dental which are all set to renewal effective January 1, 2024.
- We are still waiting on the renewal proposal for stop-loss. In the budget projections, we have assumed a stop-loss increase of 15%.

Carrier	Coverage Type	1/1/2024	1/1/2025	1/1/2026
UHC	Administrative Services	$33.26	$33.75	$34.42
UHC	Stop Loss	TBD	TBD	TBD
UMR/Optum	EAP	$1.56	$1.56	TBD
Delta Dental	Dental	Employee: $30.06 Family: $79.94 (7.5% increase)	Employee: $30.06 Family: $79.94 (same as 2024)	TBD
Symetra	Life and AD&D	Basic Life: 50% increase AD&D: Rate Hold Supplemental Life: Rate Hold	TBD	TBD
MetLife	Disability	Rate Hold	Rate Hold	TBD
EyeMed	Vision	Rate Hold (Year 4 of 4)	TBD	TBD

- For reference we have provided Financial Ratings for each vendor on the following page.

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2024 Renewals - Financial Strength

- Segal believes that it is important for clients to consider the financial strength of insurance companies which are candidates for initial selection or renewal as insurers to employee benefit plans. Therefore, we are providing the current claims paying ability rating that was available to us as of the date this document was prepared for the insurance company under consideration. We have provided A.M. Best's rating for your convenience. However, several other rating services (e.g., Standard & Poor's, Fitch and Moody's) also provide claims paying ability evaluations of insurance companies.

Financial Strength Rating			
Insurance Company	**Rating Agency**	**Rating**	**Date of Rating**
UnitedHealthcare Insurance Company	A.M. Best	A+ (Superior)	December 9, 2022
Delta Dental of Missouri	A.M. Best	NR (Not Rated)	-
Symetra Life Insurance Company	A.M. Best	A (Excellent)	March 31, 2023
Metropolitan Life Insurance Company	A.M. Best	A+ (Superior)	January 13, 2023
EyeMed Insurance Company	A.M. Best	A (Excellent)	January 25, 2023

- A.M. Best assigns an "Superior" rating to companies that have, in their opinion, a superior ability to meet their ongoing insurance obligations.
- A.M. Best assigns an "Excellent" rating to companies that have, in their opinion, an excellent ability to meet their ongoing insurance obligations.
- Delta Dental of Missouri is not rated by A.M. Best.
- Segal does not itself perform insurance company credit quality evaluations and does not offer any warranty as to the scope or reliability (e.g., with respect to an organization's ability to meet future obligations) of the insurance company.

Assumptions

	2023	2024	2025
Trend on Expenses			
Medical	7.0%	7.0%	7.0%
Prescription Drug	9.0%	9.0%	9.0%
Dental Premium	Rate Hold	Renewal	Rate Hold
Vision Premium	Rate Hold	Rate Hold	3.0%
Life Insurance Premium	Rate Hold	Renewal	0%
Accidental Death and Dismemberment	Rate Hold	Renewal	Rate Hold
Stop-Loss Insurance Premium	Renewal	15.0%	15.0%
ASO/EAP Fees	Rate Hold	Renewal	Rate Guarantee
Enrollment			
Actives	474	474	474
Retirees/COBRA	11	11	11

Notes:

- The percentage changes for self-funded medical and prescription drug are based on trend factors.
- The percentage changes shown for the remaining expenses are based on actual premiums and fees, if known, or illustrative increases if unknown.
- Historical premiums and fees are found on page 13 and 14 of this report.

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

Medical and Prescription Drug Large Claimant Exhibit

	January 1, 2020 - December 31, 2020		January 1, 2021 - December 31, 2021		January 1, 2022 - December 31, 2022		January 1, 2023 - July 31, 2023		Total	
	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount
$50,000 - $99,999	8	$510,735	12	$809,408	11	$793,619	6	$452,019	37	$2,565,781
$100,000 - $149,999	3	$350,277	7	$859,854	5	$598,462	4	$505,872	19	$2,314,466
$150,000 - $199,999	1	$187,358	1	$154,718	0	$0	0	$0	2	$342,076
$200,000 - $249,999	0	$0	0	$0	0	$0	0	$0	0	$0
$250,000 - $499,999	2	$579,352	0	$0	2	$732,875	0	$0	4	$1,312,227
$500,000 - $999,999	0	$0	1	$522,055	1	$679,895	0	$0	2	$1,201,950
Greater than or Equal to $1 million	1	$1,011,624	0	$0	0	$0	0	$0	1	$1,011,624
Total	15	$2,639,346	21	$2,346,034	19	$2,804,852	10	$957,891	65	$8,748,124
Percent Change from Previous Year			40.0%	-11.1%	-9.5%	19.6%	-47.4%	-65.8%		
Total Claims	$5,820,368		$5,721,037		$6,316,934		$3,235,212		$21,093,550	
Percent of Total Claims	45.3%		41.0%		44.4%		29.6%		41.5%	

Data from 2020 is provided by Anthem. Data from 2021 includes Anthem run-out and data from UMR. Data from January 2022 through July 2023 is from UMR only.

City Contribution Structure

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

Current 2023 Monthly Contribution Rates

City Contributions	Single	Family		
PPO	$573.16	$1,203.66		
Dental Insurance	$19.57	$48.33		
Employee Basic Life Insurance	Contributions vary by age and salary			

Employee Contributions	Single	Family	Employee + Spouse	Employee + Child(ren)
PPO	$0.00	$401.23		
Dental Insurance	$8.38	$26.02		
Vision - Exam Only	$1.44	$4.22	$2.72	$2.88
Vision - Plan H	$5.34	$15.66	$10.12	$10.66
Employee Supplemental Life - $50,000	Contributions vary by age			
Spouse Voluntary Life - $25,000		Contributions vary by age		
Child(ren) Voluntary Life - $10,000		$0.70 per child		

COBRA/Retiree Contributions	Single	Family	Employee + Spouse	Employee + Child(ren)
PPO	$584.62	$1,636.98		
Dental Insurance	$28.52	$75.85		
Vision - Exam Only	$1.48	$4.30	$2.78	$2.95
Vision - Plan H	$5.44	$15.98	$10.32	$10.88

Projected 2024 Monthly Contribution Rates

City Contributions	Single	% Change	Family	% Change
PPO	$605.06	5.6%	$1,270.68	5.6%
Dental Insurance	$21.04	7.5%	$51.96	7.5%
Employee Basic Life Insurance	Contributions vary by age and salary			

Employee Contributions	Single	% Change	Family	% Change	Employee + Spouse	% Change	Employee + Child(ren)	% Change
PPO	$0.00	0.0%	$423.56	5.6%				
Dental Insurance	$9.02	7.6%	$27.98	7.5%				
Vision - Exam Only	$1.44	0.0%	$4.22	0.0%	$2.72	0.0%	$2.88	0.0%
Vision - Plan H	$5.34	0.0%	$15.66	0.0%	$10.12	0.0%	$10.66	0.0%
Employee Supplemental Life - $50,000	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
PPO	$617.16	5.6%	$1,728.11	5.6%				
Dental Insurance	$30.66	7.5%	$81.54	7.5%				
Vision - Exam Only	$1.48	0.0%	$4.30	0.0%	$2.78	0.0%	$2.95	0.0%
Vision - Plan H	$5.44	0.1%	$15.98	0.0%	$10.32	0.0%	$10.88	0.0%

Historical Insurance Premium Rates & Vendor Fees

Coverage Category	Policy Period								Next Renewal
Symetra Basic Life and AD&D	**01/01/2017**	**01/01/2018**	**01/01/2019**	**01/01/2020**	**01/01/2021**	**01/01/2022**	**01/01/2023**	**01/01/2024**	**01/01/2025**
Life Premium Per $1,000 of Coverage	$0.098	$0.098	$0.115	$0.115	$0.098	$0.098	$0.098	$0.147	
AD&D Premium Per $1,000 of Coverage	$0.020	$0.020	$0.020	$0.020	$0.020	$0.020	$0.020	$0.020	
Symetra Supplemental Life	**01/01/2017**	**01/01/2018**	**01/01/2019**	**01/01/2020**	**01/01/2021**	**01/01/2022**	**01/01/2023**	**01/01/2024**	**01/01/2025**
Premium Per $1,000 of Coverage - By Age									
Under 25	$0.05	$0.05	$0.05	$0.05	$0.04	$0.04	$0.04	$0.04	
25 - 29	$0.05	$0.05	$0.05	$0.05	$0.04	$0.04	$0.04	$0.04	
30 - 34	$0.05	$0.05	$0.05	$0.05	$0.04	$0.04	$0.04	$0.04	
35 - 39	$0.08	$0.08	$0.08	$0.08	$0.06	$0.06	$0.06	$0.06	
40 - 44	$0.12	$0.12	$0.12	$0.12	$0.10	$0.10	$0.10	$0.10	
45 - 49	$0.19	$0.19	$0.19	$0.19	$0.15	$0.15	$0.15	$0.15	
50 - 54	$0.33	$0.33	$0.33	$0.33	$0.24	$0.24	$0.24	$0.24	
55 - 59	$0.53	$0.53	$0.53	$0.53	$0.36	$0.36	$0.36	$0.36	
60 - 64	$0.71	$0.71	$0.71	$0.71	$0.49	$0.49	$0.49	$0.49	
65 - 69	$1.11	$1.11	$1.11	$1.11	$0.73	$0.73	$0.73	$0.73	
70 - 74	$1.67	$1.67	$1.67	$1.67	$1.57	$1.57	$1.57	$1.57	
75 +	$2.90	$2.90	$2.90	$2.90	$2.73	$2.73	$2.73	$2.73	
Child Rate	$0.07	$0.07	$0.07	$0.07	$0.07	$0.07	$0.07	$0.07	
Anthem Specific Stop-Loss	**01/01/2017**	**01/01/2018**	**01/01/2019**	**01/01/2020**					**Terminated**
Single		$40.24	$45.07	$65.73					
Family		$128.82	$144.28	$141.40					
Composite	$81.90								
Specific Deductible	$150,000	$150,000	$150,000	$150,000					
UMR Specific Stop-Loss					**01/01/2021**	**01/01/2022**	**01/01/2023**	**01/01/2024**	**01/01/2024**
Single					$67.38	$57.57	$54.45	TBD	
Family					$168.45	$173.57	$182.97	TBD	
Composite									
Specific Deductible					$150,000	$175,000	$175,000	TBD	

Historical Insurance Premium Rates & Vendor Fees

continued

Anthem BCBS Medical and Drug ASO / EAP	01/01/2017	01/01/2018	01/01/2019	01/01/2020					Terminated
Per Employee Per Month	$41.10	$41.10	$41.10	$41.10					
UMR Medical and Drug ASO					**01/01/2021**	**01/01/2022**	**01/01/2023**	**01/01/2024**	**01/01/2027**
Per Employee Per Month					$38.48	$35.18	$35.18	$37.40	
UMR/Optum EAP					**01/01/2021**	**01/01/2022**	**01/01/2023**	**01/01/2024**	**01/01/2026**
Per Employee Per Month					$1.56	$1.56	$1.56	$1.56	

Cigna Dental	01/01/2017	01/01/2018	01/01/2019	01/01/2020					Terminated
Single	$26.74	$28.57	$28.57	$30.00					
Family	$71.05	$75.99	$75.99	$79.79					
Delta Dental					**01/01/2021**	**01/01/2022**	**01/01/2023**	**01/01/2024**	**01/01/2026**
Single					$27.96	$27.96	$27.96	$30.06	
Family					$74.36	$74.36	$74.36	$79.94	

EyeMed Vision Exam Only	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Single	$1.43	$1.43	$1.43	$1.43	$1.43	$1.43	$1.43	$1.43	
EE + 1	$2.72	$2.72	$2.72	$2.72	$2.72	$2.72	$2.72	$2.72	
EE + Children	$2.87	$2.87	$2.87	$2.87	$2.87	$2.87	$2.87	$2.87	
Family	$4.22	$4.22	$4.22	$4.22	$4.22	$4.22	$4.22	$4.22	

EyeMed Vision Plan H	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024	01/01/2025
Single	$5.33	$5.33	$5.33	$5.33	$5.33	$5.33	$5.33	$5.33	
EE + 1	$10.12	$10.12	$10.12	$10.12	$10.12	$10.12	$10.12	$10.12	
EE + Children	$10.65	$10.65	$10.65	$10.65	$10.65	$10.65	$10.65	$10.65	
Family	$15.65	$15.65	$15.65	$15.65	$15.65	$15.65	$15.65	$15.65	

Appendix: 2022 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Beginning Balance	**$2,807,458**	**$2,987,156**	**$3,102,613**	**$3,188,635**	**$3,113,488**	**$2,992,894**	**$2,857,303**	**$2,814,929**	**$3,047,582**	**$3,218,198**	**$3,024,007**	**$3,104,197**	**$2,807,458**
Income													
City Contributions	$424,682	$421,033	$417,552	$407,907	$410,025	$397,199	$406,277	$402,541	$410,846	$209,988	$598,253	$421,850	$4,928,152
Employee Contributions[1]	118,716	109,147	118,545	112,854	110,076	113,738	114,022	104,505	119,229	64,276	153,664	124,390	1,363,163
Interest Income	0	0	0	0	500	150	122	1,300	0	0	0	0	2,072
Total	**$543,397**	**$530,180**	**$536,097**	**$520,760**	**$520,601**	**$511,087**	**$520,421**	**$508,346**	**$530,075**	**$274,264**	**$751,917**	**$546,241**	**$6,293,387**
Expense													
Medical[2]	$267,048	$193,034	$179,471	$453,994	$408,642	$384,964	$244,062	$277,926	$233,219	$357,057	$414,522	$690,880	$4,104,818
Workplace Wellness Grant	0	0	0	0	0	0	0	0	0	0	0	0	0
Stop Loss Reimbursements	0	(10,894)	0	0	0	0	0	(121,441)	(206,723)	(71,005)	(9,606)	(96,154)	(515,823)
Prescription Drug	109,220	117,631	153,285	124,696	124,194	149,977	209,080	128,431	217,840	169,148	154,727	187,360	1,845,589
Prescription Drug Rebates[3]	(128,673)	0	0	(95,960)	0	0	0	(94,812)	0	(97,229)	0	0	(416,674)
Dental Premium	26,218	26,255	26,366	25,836	25,687	25,390	24,691	25,352	24,980	25,065	24,860	25,018	305,717
Vision Premium	3,594	3,599	3,570	3,543	3,527	3,537	3,496	3,543	3,525	3,503	3,438	3,531	42,406
Life Premium	7,332	7,153	7,238	7,252	7,143	6,939	6,703	6,891	7,025	6,884	6,970	7,076	84,606
Stop-Loss Premium	55,819	56,108	56,222	54,777	54,200	54,432	53,105	54,028	53,796	54,143	53,508	54,259	654,397
Medical Administration	19,751	17,718	20,905	18,759	19,167	19,153	19,275	(15,608)	18,970	19,041	18,842	19,833	195,805
Special Events & Promotions	475	1,205	101	93	(4,282)	(632)	(533)	2,207	2,111	(1,068)	504	(578)	(396)
ACA Fees	0	0	0	0	0	0	0	6,260	0	0	1,045	0	7,306
Administration[4]	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	4,717	2,917	2,917	2,917	36,800
Total	**$363,699**	**$414,723**	**$450,076**	**$595,907**	**$641,195**	**$646,678**	**$562,795**	**$275,693**	**$359,459**	**$468,455**	**$671,727**	**$894,142**	**$6,344,549**
Operating Surplus/(Deficit)	$179,698	$115,456	$86,022	($75,146)	($120,594)	($135,591)	($42,374)	$232,653	$170,616	($194,191)	$80,190	($347,901)	($51,162)
Ending Balance	**$2,987,156**	**$3,102,613**	**$3,188,635**	**$3,113,488**	**$2,992,894**	**$2,857,303**	**$2,814,929**	**$3,047,582**	**$3,218,198**	**$3,024,007**	**$3,104,197**	**$2,756,295**	**$2,756,295**
Active/COBRA Lives	481	480	479	474	464	458	452	457	457	460	454	459	465
Retiree Lives	11	11	11	10	11	11	11	11	11	10	10	10	11
Total	492	491	490	484	475	469	463	468	468	470	464	469	475

[1] Employee contributions include Retiree and COBRA contributions.

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

[3] Prescription drug rebates from UMR/Optum are received on a quarterly basis.

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

Appendix: 2023 YTD Financial Statement

	January	February	March	April	May	June	July	Total
Beginning Balance	**$2,756,295**	**$2,628,135**	**$2,964,139**	**$2,973,984**	**$3,145,070**	**$3,137,870**	**$3,143,211**	**$2,756,295**
Income								
City Contributions	$222,650	$639,177	$441,679	$434,704	$429,974	$432,232	$437,690	$3,038,105
Employee Contributions[1]	70,948	157,531	123,800	113,424	112,942	112,796	115,068	806,510
Interest Income	0	0	(0)	0	250	200	100	550
Total	**$293,598**	**$796,708**	**$565,479**	**$548,129**	**$543,166**	**$545,228**	**$552,858**	**$3,845,165**
Expense								
Medical[2]	$433,152	$319,316	$371,026	$246,775	$270,773	$259,037	$262,760	$2,162,839
Workplace Wellness Grant	0	0	0	0	0	0	0	0
Stop Loss Reimbursements	(255,585)	(127,291)	0	0	0	0	0	(382,875)
Prescription Drug	132,024	160,876	175,925	146,556	169,253	169,373	162,578	1,116,584
Prescription Drug Rebates[3]	(5,651)	0	(110,493)	(132,177)	(3,330)	0	(118,243)	(369,893)
Dental Premium	24,880	25,149	25,660	25,391	25,530	25,205	25,381	177,196
Vision Premium	3,641	3,720	3,773	3,756	3,761	3,738	3,745	26,133
Life Premium	7,352	7,502	7,594	7,594	7,587	7,612	7,913	53,155
Stop-Loss Premium	54,963	54,909	57,727	55,454	56,136	54,870	55,746	389,804
Medical Administration	19,675	18,487	20,786	19,293	18,721	19,377	22,502	138,841
Special Events & Promotions	1,475	(1,964)	20	(994)	(981)	676	(1,982)	(3,751)
ACA Fees	0	0	0	0	0	0	3,330	3,330
Administration[4]	5,833	0	3,616	5,394	2,917	0	2,917	20,677
Total	**$421,759**	**$460,704**	**$555,634**	**$377,042**	**$550,366**	**$539,887**	**$426,647**	**$3,332,039**
Operating Surplus/(Deficit)	($128,160)	$336,004	$9,845	$171,086	($7,200)	$5,341	$126,211	$513,127
Ending Balance	**$2,628,135**	**$2,964,139**	**$2,973,984**	**$3,145,070**	**$3,137,870**	**$3,143,211**	**$3,269,422**	**$3,269,422**
Active/COBRA Lives	448	451	467	494	463	461	466	464
Retiree Lives	10	11	10	10	10	10	10	10
Total	458	462	477	504	473	471	476	474

[1] Employee contributions include Retiree and COBRA contributions.

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

[3] Prescription drug rebates from UMR/Optum are received on a quarterly basis. Includes pharmacy credit.

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

Grant Project Updates

OCTOBER 16, 2023



1. Overview
   - ❖ Program Status
   - ❖ Joplin Grant Strategy
2. Program Update
   - ❖ Grants Awarded and/or Applied
   - ❖ Project Backgrounds

OVERVIEW



ARPA/GRANT PROGRAM STATUS

Step 1 – Project Collection

Step 2 – Community Survey

Step 3 – Project Prioritization

Step 4 – Grant Applications

- Apply to Federal and State grant opportunities for transportation, sewer, industrial, housing, and economic development initiatives.
- Leverage new funding channels including the American Rescue Plan Act (ARPA), Bipartisan Infrastructure Law (BIL), and Infrastructure Investment and Jobs Act (IIJA)

Step 5 – Commit Funds and Report

- Continue reporting on progress to US Treasury and City Council

Step 6 – Project Implementation

- Implement projects based on award requirements
- Re-evaluate unfunded project list

LEGEND		
Funded	Unfunded	Partially Funded

JOPLIN TOP 20 INITIAL PROJECTS (PRE-REPRIORITIZATION)

Rank	Project	Category	Original Cost Estimate
1	**Neighborhood Improvements Estimate**	**Housing**	**$5,000,000**
2	City of Joplin Fiber Backbone Network	Broadband	$17,000,000
3	**MOSWIN Interoperability Radio System**	**Public Safety**	**$600,000**
4	**Home Rehabilitation and Repair**	**Housing**	**$3,000,000**
5	**Police Equipment**	**Public Safety-Police**	**$1,440,000**
6	East Town Infrastructure and Revitalization	Transportation	$5,400,000
7	Replacement and Relocation of Joplin Fire Station 3	Public Safety-Police	$6,500,000
8	Tin Cup Parallel Force Main and Lift Station Improvements	Sewer/Water	$4,750,000
9	Wastewater Treatment – Trickling Filter Replacement	Sewer/Water	$7,700,000
10	**Fire Equipment**	**Public Safety-Fire**	**$253,000**
11	Pennsylvania Avenue Viaduct Removal & Road Replacement	Transportation	$2,300,000
12	Shoal Creek WWTF Final Clarifier	Sewer/Water	$3,500,000
13	**East Town Stormwater Improvements (Stormwater Grant)**	**Stormwater**	**$1,426,000**
14	Neighborhood Sidewalk Repair and Replacement	Transportation	$4,000,000
15	Glendale Parallel Replacement Phase I	Sewer/Water	$2,500,000
16	City Facilities Video Security Enhancements	Internal City	$250,000
17	**17th Street and Annie Baxter Stormwater Improvements (Stormwater Grant)**	**Stormwater**	**$740,500**
18	Tin Cup Trail and Underpass	Transportation	$4,800,000
19	**Zora St Improvements from Range Line to MO249**	**Transportation**	**$12,000,000**
20	**Construction Investment MSSU Health Science Innovation Center**	**Subrecipient**	**$1,500,000**

LEGEND		
Funded	Unfunded	Pending

JOPLIN TOP INITIAL PROJECTS (PRE-REPRIORITIZATION)

Rank	Project	Category	Original Cost Estimate
21	Zora Street Water Main Installation (Drinking Water Grant)	Sewer/Water	$4,000,000
22	Downtown SMART Technology for Traffic Signals	Transportation	$5,700,000
30	20th Street Improvements from Schifferdecker Ave to the MO/KS State Line	Transportation	$12,000,000
31	Dover Outdoor Recreation Area (DORA)	Parks	$4,000,000
32	County Road 180 Water Main Installation	Sewer/Water	$4,500,000
34	Create or Expand New Industrial Park	Econ Develop	$3,000,000
36	7th Street Water Main Installation	Sewer/Water	$2,500,000
n/a	Trail Connecting Landreth Park to Dover Park	Parks	$1,250,000
n/a	Justice Center	Internal City	$2,000,000
n/a	Cybersecurity Resilience	Internal City	$186,472
n/a	Lone Elm Recycling Center	Solid Waste	$3,899,423
n/a	Joplin Regional Recycling Outreach	Solid Waste	$2,355,244
n/a	Sewer Project (12th and Iowa)	Sewer/Water	$5,266,782
n/a	Stormwater Projects (Remaining Stormwater Grant)	Stormwater	$6,509,500
n/a	COJ Transit Transition/Study	Transportation	$500,000
n/a	Playground Materials	Parks	$40,000
n/a	Non-Playground Materials	Parks	$29,796
n/a	EV Charging Stations	Internal City Projects	$294,400
n/a	Grand Falls Trail Head and Parking Area	Parks	$500,000

LEGEND

Funded | Unfunded

JOPLIN REPRIORITIZED PROJECTS

Rank	Project	Category	Cost Estimate
	Dover Outdoor Recreation Area (DORA)	**Parks/Tourism**	**$238,000**
	Broadband Fiber Backbone Network	**Broadband**	**$5,000,000**
	20th Street Widening Project	**Transportation**	**$3,000,000**
1	**Tin Cup Trail YMCA Bridge Connector**	**Trails**	**$750,000**
2	Neighborhood Sidewalk Repair and Replacement	Transportation	$4,000,000
3	East Industrial Park Culvert Replacements	Stormwater	$2,800,000
4	Pennsylvania Avenue Viaduct Removal & At-Grade Road	Transportation	$2,300,000
5	Downtown SMART Technology for Traffic Signals	Transportation	$5,700,000
6	Landreth Park to Frisco Trail Connector	Trails	$280,000
7	Ewert Park Trail Connections	Trails	$2,680,000
8	Euclid Avenue Stormwater Improvements	Stormwater	$1,223,500
9	Schifferdecker Trail Connections	Trails	$810,000
10	44th & Main Street Shared Use Paths	Trails	$600,000
11	Garvin Park Ditch Stormwater Improvements	Stormwater	$444,000
12	Colorado Drive Storm Sewer Improvements	Stormwater	$1,170,500
13	Streetscape along Joplin Avenue from 6th Street to 10th Street	Transportation	$3,000,000
14	Katy Trail Development	Trails	$2,700,000
15	**Trail Wayfinding**	**Trails**	**$150,000**
16	Streetscape along Wall Avenue from 7th Street to 10th Street	Transportation	$2,500,000
17	Landreth Park Fitness Trail	Parks	$350,000
18	**Joe Becker Stadium Plumbing**	**Parks**	**$225,000**
19	**Museum Complex Boiler/Chiller Replacement**	**Parks**	**$600,000**
20	Park Sign Kiosks	Parks	$300,000
21	Turf Joe Becker Outfield	Parks	$500,000
22	Turf Redden Outfield	Parks	$500,000
23	Park Outdoor Games	Parks	$105,000
24	Turf Soccer Complex	Parks	$1,750,000
25	Fire Chief Vehicle	Fire	$50,000
26	Trail Benches	Parks	$200,000

PROGRAM UPDATE

Grants Overview

50% ***of the Top 20 projects*** *are potentially being funded or partially funded through State/County/City ARPA and additional investments*

25+ ***projects are eligible*** *for grants from state and federal programs under ARPA and BIL*

12/14 ***grants have been awarded*** *for stormwater and wastewater projects that address essential local initiatives/public works projects*

$84M ***total*** *has been awarded or applied for to cover stormwater, wastewater, police, fire, housing, education, and parks projects*

LEGEND	
Awarded	Resubmitted
Denied	Pending

GRANTS – *APPLIED AND/OR AWARDED*

	Grant		Project	Status	Grant Amount Requested	Award Date
1	BIL	Governor's Transportation Cost-Share (MODOT)	#19 - Zora St Widening / Improve	Awarded	$4,000,000	Dec-23
2	ARPA	Wastewater Infrastructure Grant	12th and Iowa	Awarded	$3,599,782	Nov-23
3	ARPA	Stormwater Infrastructure Grant	#13 - East Town Stormwater #17 - 17th St & Annie Baxter	Awarded	$5,000,000	Nov-23
4	ARPA	Justice Center Grant (Legislative Priority)	Justice Ctr Facility Improvements	Awarded	$1,000,000	Dec-23
5	ARPA	Drinking Water Grant (Legislative Priority)	#21 - Zora Street Water Main Install #32 - County Road 180 Water Main #36 - 7th Street Water Main Install	Awarded	$5,000,000	Dec-23
6	County	Jasper County	#30 - 20th Street Widening Project	Awarded	$4,000,000	Dec-23
7	County	Jasper County	#3 - MOSWIN Interoperability Radios	Awarded	$637,048	Dec-23
8	ARPA	Peace Officer Grant Program	#5 - Police Equipment	Awarded	$20,000	Mar-2023
9	ARPA	Fire Protection Grant Program	#10 - Fire Equipment	Awarded	$20,000	Mar-2023
10	ARPA	Emergency Medical Services Grant	#10 - Fire Equipment	Awarded	$20,000	Mar-2023
11	ARPA	Community Revitalization Grant	#1 - Neighborhood Improvements #4 - Home Rehabilitation & Repair	Awarded	$3,500,000	Apr-23
12	BIL	SMART Grant (USDOT)	#22 - Downtown SMART Technology	Resubmitted	$5,698,500	2024
13	ARPA	Local Tourism Asset Development Grant	#31 - Dover Outdoor Recreation Area	Awarded	$1,437,133	Apr-23
14	ARPA	Industrial Site Development Grant	#34 - Create/Expand Industrial Park	Denied	$2,787,500	May-23

LEGEND	
Awarded	Resubmitted
Denied	Pending

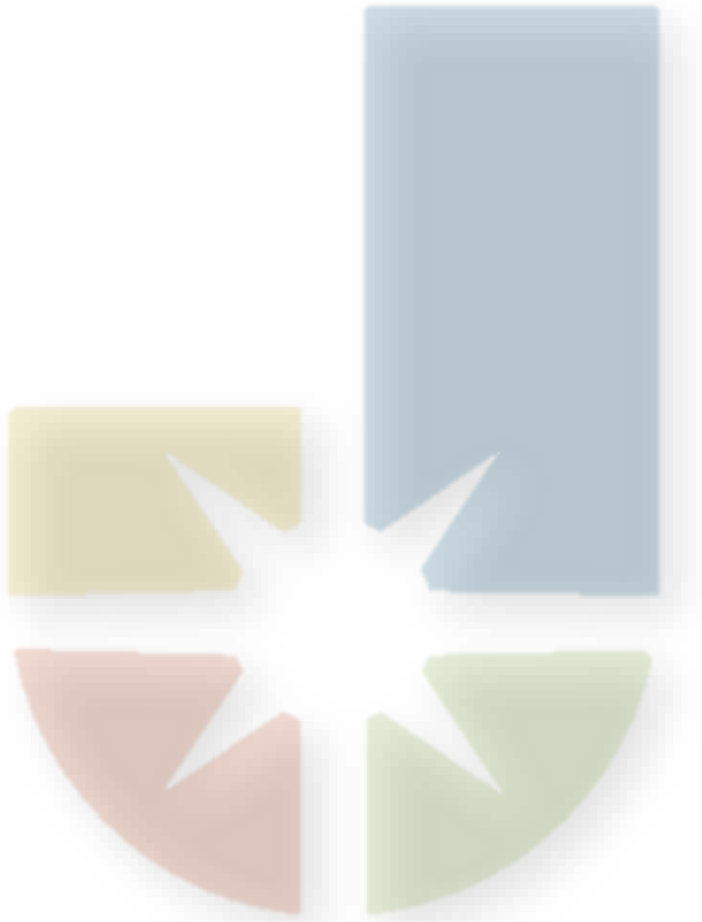
GRANTS – *APPLIED AND/OR AWARDED (CONTINUED)*

	Grant		Project	Status	Grant Amount Requested	Award Date
15	State	Land & Water Conservation Fund Grant (LWCF)	Trails connecting Landreth & Dover	Applied	$500,000	Spring 2023
16	ARPA	State and Local Cybersecurity Grant	Cybersecurity Resilience	Awarded	$158,502	Spring 2023
17	BIL	Political Subdivisions – SWIFR Grant (EPA)	Lone Elm Recycling Center	Applied	$2,778,235	Fall 2023
18	BIL	Recycling Edugcation and Outreach Grants (EPA)	Joplin Regional Recycling Outreach	Applied	$1,740,000	Fall 2023
19	FTA	Areas of Persistent Poverty (AoPP)	COJ Transit Transition/Study	Awarded	$500,000	Fall 2023
20	MO DNR	Scrap Tire Surface Materials	Playground Materials	Applied	$40,000	2024
21	MO DNR	Scrap Tire Surface Materials	Non-playground Materials	Applied	$29,796	2024
22	DOJ	Charging & Fueling Infrastructure (CFI)	EV Charging Stations	Applied	$294,400	Fall 2023
23	MDC	Outdoor Recreation Infrastructure Program	Grand Falls Trail Head and Parking Area	Applied	$500,000	Fall 2023

GRANTS – *AVAILABLE AND/OR UNRELEASED*

	Grant		Project/Category	Application Period
20	DOT	SMART	Smart Traffic Signals	October
21	DOE	LWCF	Trail Connecting Landreth Park to Dover Park	November
22	EDA	Public Works and Economic Adjustment Assistance (PWEAA)	Road/Surface Infrastructure at Crossroads Industrial Park	Rolling
23	FEMA	BRIC	I-44 Culvert Addition – Phase 1	Early 2024
24	FEMA	Flood Mitigation Assistance (FMA)	I-44 Culvert Addition – Phase 2	Early 2024
25	DOT	RAISE	20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line	Early 2024
26	DOT	Safe Streets and Roads	Downtown Loop Project	Spring 2024
27	DOE	EECBG	City Facilities Energy Evaluation	Formula
28	HUD	HUD Choice	TBD	Spring 2024
29	DNR	Recreational Trails Program	TBD	December
30	DNR	Conservation Land Acquisition	Trails to Connect Joplin Parks	Rolling
31	EPA	Missouri Natural Resources Air Pollution Control Program Grant	TBD	October 20th

- Our team is aligning the City of Joplin for future grant applications well into the upcoming years so that the community can stay involved and up to date on projects & community and staff can work with a **long-term grant strategy**



CURRENT GRANT APPLICATIONS

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION GRANT (SMART)

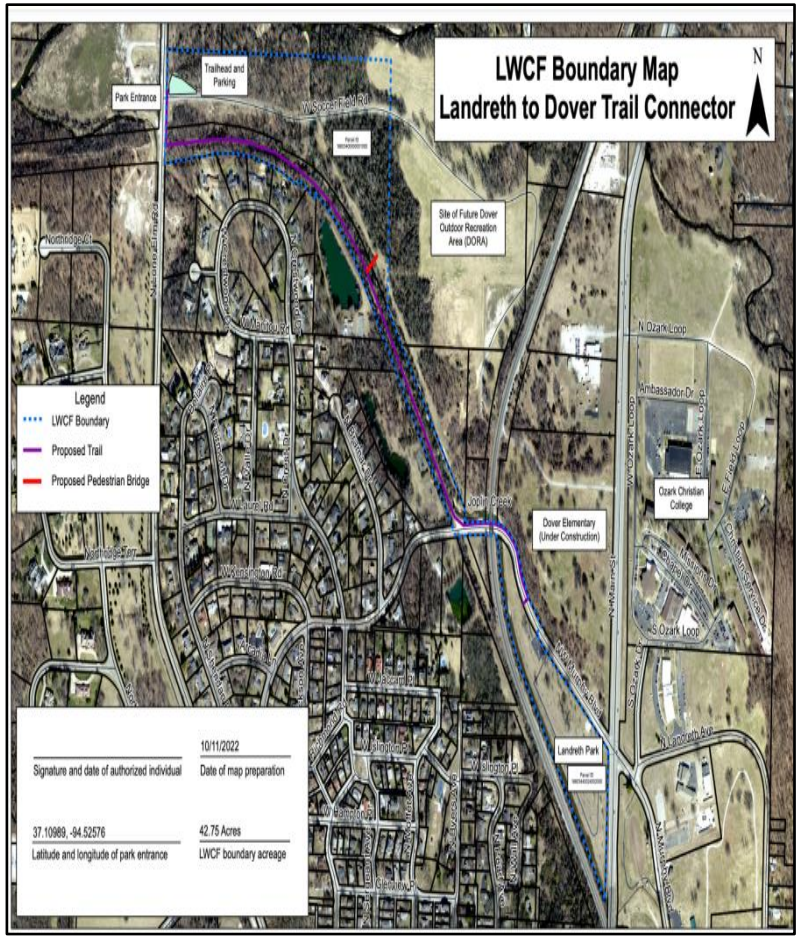
Project Name	Smart Traffic Signals
Cost Estimate	
Category	Transportation
Submission Deadline	October 10th
Schedule of Project	TBD
Goal	The City of Joplin will develop a city-wide plan and initiate a pilot project for the implementation of smart traffic light signals that will make necessary improvements for traffic, pedestrians, signal timing, reducing greenhouse gas emissions, and reducing congestion
Activities	• This pilot project will include the implementation of smart traffic signals on 1st – 8th street and Main. This stretch of downtown Joplin is one of the busiest corridors for both traffic and pedestrians. This path also includes 7th street that will provide beneficial data to the study



Local Support	+	Grant Request	+	COJ ARPA Match	=	Total Funds Request
$0		$1.5 million		$0		$1.5 million

LAND WATER AND CONSERVATION FUND GRANT (LWCF)

Project Name	Trail Connecting Landreth Park to Dover Park
Cost Estimate	$500,000
Category	Parks
Submission Deadline	November 15th
Schedule of Project	Acquisition 2024 and Construction 2025/2026
Goal	The City of Joplin has recognized the demand for open space and park/recreation venues in the post pandemic environment. Using a climate conscious lens to preserve trails in Joplin, the Trail to connect Dover Outdoor Recreation Area and Landreth park will enhance accessibility of trails all while connecting two major parks.
Activities	• This project will lay the foundation for many other development works to come. An example of this would be the new recreational site being developed at one end of this trail being put in place, Dover Outdoor Recreation Area. • Construction will include renovation of old railroad property, accessible trails, and wayfinding.



Local Support	Grant Request	COJ ARPA Match	Total Funds Request
$750,000	$500,000	None	$1,250,000

BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT (BRIC)

Project Name	I-44 Culvert Addition – Phase 1 Planning
Cost Estimate	$1.5 Million
Category	Stormwater
Submission Deadline	Approx. February 2024
Schedule of Project	Design and right of way in 2023-2024
Goal	Promote commercial growth along Richard Joseph Boulevard by implementing flood control channel improvements downstream of I-44. Installing two 7’ x 7’ box culverts under I-44 will also virtually eliminate headwater backing up to the upstream neighborhood of Sunnyvale.
Activities	• Utilize the proposed culverts to create a trail from 36th street to 44th street along Silver Creek Tributary II and Silver Creek and under I-44. • The proposed trail would also connect to sidewalks from the 44th street widening project currently under construction improving connectivity between Joplin and Leawood



Local Support	+	Grant Request	+	COJ ARPA Match	=	Total Funds Request
$375,000		$1,125,000		None		$1,500,000

FEMA- FLOOD MITIGATION ASSISTANCE GRANT PROGRAM

Project Name	I-44 Culvert Addition – Phase 2 Construction
Cost Estimate	$8 Million
Category	Stormwater
Submission Deadline	Approx. January 2024
Schedule of Project	Construction Starting Fall 2024
Goal	Promote commercial growth along Richard Joseph Boulevard by implementing flood control channel improvements downstream of I-44. Installing two 7’ x 7’ box culverts under I-44 will also virtually eliminate headwater backing up to the upstream neighborhood of Sunnyvale.
Activities	• Utilize the proposed culverts to create a trail from 36th street to 44th street along Silver Creek Tributary II and Silver Creek and under I-44. • The trail would connect to sidewalks from the 44th street widening project currently under construction improving connectivity between Joplin and Leawood



Local Support		Grant Request		COJ ARPA Match		Total Funds Request
$2,000,000	+	6,000,000	+	None	=	$8,000,000

EDA- PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE (PWEAA)

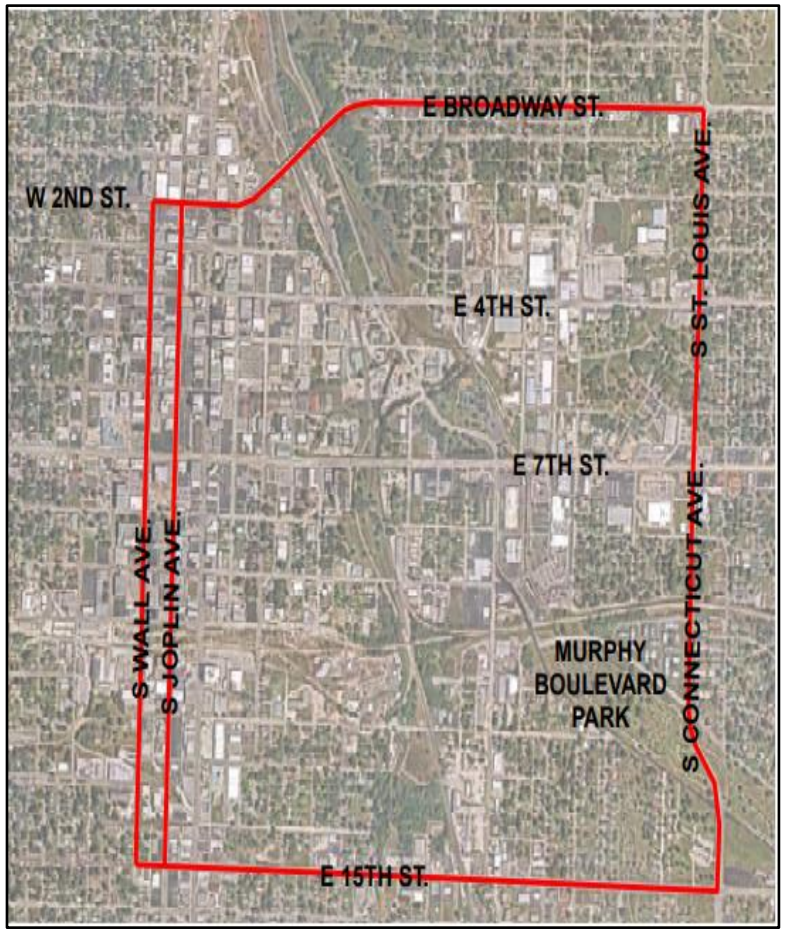
Project Name	Road/Surface Infrastructure at Crossroads Industrial Park
Cost Estimate	$2,000,000
Category	Industrial Sites
Submission Deadline	July / Rolling
Schedule of Project	Winter 2024 - 2026
Goal	To increase access and additional amenities for the Crossroads Industrial Park. Continue demonstrated success in economic development and workforce growth in conjunction with Crossroads Industrial Park.
Activities	• Improve roadway access and infrastructure around the proposed industrial site • Promote economic development within the Industrial site • Expand workforce development opportunities with regional partners

Local Support	Grant Request	COJ ARPA Match	Total Funds Request
$500,000	$1,500,000	None	$2,000,000



FHWA- SAFE STREETS AND ROADS FOR ALL

Project Name	Downtown Loop Project
Cost Estimate	TBD
Category	Transportation
Submission Deadline	Approx. June 2024
Schedule of Project	Completion of this project is projected to take 1-3 years
Goal	Provide connectivity between destination points throughout the City.
Activities	• For the safety of pedestrians and bike riders, the Downtown Loop will utilize corridors recommended for road diets and will not require significant infrastructure changes and costs. The road diets will require the corridors to be re-striped to accommodate protected bike lanes and they are will include a divider and delineators.



Local Support		Grant Request		COJ ARPA Match		Total Funds Request
TBD	+	TBD	+	None	=	TBD

RESILIENT BUILDING AMERICA INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE)

Project Name	20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line
Cost Estimate	$20 million
Category	Transportation
Submission Deadline	Approx. February 2024
Schedule of Project	Construction tentatively scheduled for 2024
Goal	Widen and improve 20th Street from Schifferdecker Ave. to the MO/KS State Line, including intersection improvements at Country Club Drive and Central City Road. Project will provide for additional capacity, address current deficiencies in the roadway, reduce driver dissatisfaction and improve safety for traffic and pedestrians along this corridor. Also, this project will serve to stimulate economic development in the area as Joplin grows to the West, including the underdeveloped Wildwood Park.
Activities	• A project to improve the eastern mile of this corridor, from Schifferdecker Avenue to Country Club Drive was approved by the voters of the City of Joplin in the City's current Capital Improvements Sales Tax program. Survey and Design work for this portion of the project has commenced.



Local Support	+	Grant Request	+	COJ ARPA Match	=	Total Funds Request
TBD		TBD		TBD		TBD

AWARDED GRANTS

AREAS OF PERSISTENT POVERTY (AOPP)

Project Name	COJ Transit Transition/Study
Cost Estimate	$500,000
Category	Transportation
Schedule of Project	1-2 Years
Goal	This Sustainable Transit Operations Study will commission a feasibility assessment that will evaluate local public transportation and recommend feasible options that promote more ridership in areas considered historically disadvantaged communities or designated as areas of persistent poverty.
Activities	• This project will commission a feasibility assessment that will evaluate local public transportation and recommend feasible options that promote more ridership in areas considered historically disadvantaged communities or designated as areas of persistent poverty. • Specifically, the study will define methods of how the City of Joplin can financially support the expansion of its transit system to areas where there is a need for more affordable access to employment, public services, education, and healthcare facilities.

Local Support		Grant Request		COJ ARPA Match		Total Funded
$100,000	+	$400,000	+	$0	=	$500,000

NEXT STEPS

- Council Discussion about proposed grant applications and projects
- With Council approval, apply to these grants as discussed
- Continue grant projects & researching grant opportunities

Joplin Area Chamber of Commerce / MOKAN
Economic Development Quarterly Update
October 2023

BUSINESS ATTRACTION

6 RFI's received
*1 submitted within city of Joplin

- Gator – 400 acre site – automotive industry – ?? jobs
- Cellulose – 20,000 sq ft existing building – food manufacturer - 20 to 50 jobs
- Margarita – 50 acre site – data center - 35 to 50 jobs
- ***Liberty – 50 acre site - biomedical research facility – 186 jobs**
    - **Submitted 55 acre site at Crossroads July 21**
- Regulus – 180,000 sq ft existing building - solar module manuf – 220 jobs
- Razorback – 200 acre site - data center - ?? jobs

ATTRACTION TRIPS

I-70 Series: August 11 – Kansas City MO

Host: Missouri Partnership

Purpose of event: To engage Missouri communities with KC area site selectors and real estate developers to connect and develop relationships.

Event Summary: There were nine (9) site selectors/real estate developers in attendance at the request of the Missouri Partnership. The firms of Burns & McDonell, Deloitte, Stinson LLP, and Hunt Midwest were represented.

One Big Takeaway: Most of those in attendance were from the KC area and are well aware of what Missouri has to offer. It did give MOKAN a chance to discuss and share what SWMO has to offer when it comes to available sites and workforce.

Attendees at the event:

- Ora Reynolds – Hunt Midwest
- Kerri Church – CBIZ MHM, LLC
- Bryan Allen – Burns & McDonnell
- Ben Asnicar – Burns & McDonnell
- Jason Meyers – Burns & McDonnell
- Garrett Nielson - CBIZ MHM
- Sydney Henry – Deloitte
- Jordan Kiehl – Deloitte
- David Frantze – Stinson LLP

Site Selector Mission Trip: September 25-29 - Pittsburgh, PA/Cleveland, OH

Hosted by the Missouri Partnership, the purpose of this event is to introduce local economic developers to site selection consultants in leading markets. A group of 3 local economic developers from Joplin/MOKAN, KCADC, and Columbia Missouri participated in the mission. The delegation participated in 11 meetings and met with 20 different site selection consultants from both areas.

Meetings and Attendees:

Pittsburgh, PA

- KPMG – Leah Scott, Site Selection Manager/Sarah Vosler, Tax Manager.
- Lee & Associates – Amy Broadhurst, President/Caroline Muse, Senior Associate
- EY – Ziya Hajiyev/Senior Manager Tax Services
- Ryan – Michael Falleroni, President/Megan McNulty, Mgr Site Selection/business incentives.

Cleveland, OH

- BLS (Biggins, Lacy, & Shapiro) – Michelle Comerford/Project Director
- Austin – Brandon Talbert/Managing Director, Mike Ferguson/Sr. Site Selection Consultant, Jonathan Gemmen/Sr. Director, Kylee Garretson/Site Location Consultant.
- Meegan Spicer of Duff & Phelps
- Jason Hamman – Hamman Consulting
- Dennis McAndrews – Silverlode Consulting
- Allergro (Real Estate Brokers & Advisors – this was a “cold call”). We met with Michael Cantor/President, Russell Lamb/Principal, Alan Arancibia/Senior Associate, Isaiah Griffin, Associate.
- Steve Weitzner of PM&P – Senior VP of Site Selection.

KC Chiefs vs New York Jets Football Game: October 1 - New York City, New York

Hosted by the Missouri Partnership, the purpose of the event is to bring local economic developers to a national market and engage with site selectors, real estate brokers, and the like to showcase Missouri and our individual communities.

There were 17 different site selection, real estate professionals in attendance from several firms. The event provided a casual environment for the local community reps to visit with the consultants during the course of the evening and introduce them to our region.

Event Attendees:

- Brian Corde - Atlas Insight
- Luis Pagan - EY
- Dan Breen - JLL
- Joseph Gioino - Newmarm
- Amber Fu - Deloitte
- Colm Ralph - Savills
- Keith Masback - Plum Run
- Julia Heriford - Savills
- Will Joumas - Savills
- Paolo Jimenez - EY
- Neil Pascual - EY
- Alan Reeves - Newmark
- Ryan Damico - Deloitte
- George Tobjy - Maxis Advisors
- Greg Sweeney - LCR Capital
- Matthew Becker - Savills
- Ryan Remington - Savills

Site Selection Consultant Mission Trip: October 2-3 New York City – New Jersey

Also hosted by the Missouri Partnership, the purpose of the event is to introduce local economic development reps to site selection consultants who work and guide new industrial projects. A group of 3 local economic development professionals from Joplin/MOKAN, the City of Harrisonville, and Liberty Missouri participated in the mission. The delegation participated in 6 meetings and met with 8 different site selection consultants from both locations.

Meetings and Attendees:

- Alan Reeves, Senior Managing Director with Newmark. (NYC)
- Dan Breem, Managing Director with JLL. (New Jersey)
- George Tobjy, Managing Director with Maxis Advisors. (New Jersey)
- Colm Ralph, Senior Managing Director with Savills. (NYC)
- Paolo Jimenez, Financial Services Manager with EY. (NYC)
- Brian Corde, Managing Partner with Atlas Insight. (New Jersey)
    - Brian's firm worked directly with General Mills on the financing for their expansion in Joplin.

EXPANSION & RETENTION

BRE Visits = 25

We began an aggressive existing business check-in campaign since the previous report. I have attended several of these meeting but the majority have been carried out by Todd Ellis. To help fill a void as we work on next steps for replacing Amy Kauffman, former Workforce Development Director, we have contracted Todd to perform these BRE visits. He is approximately 80 to 90% through his target list and we will have a summary of these visits at the next update.

Businesses met with:

- Ajinomoto
- Red Collar
- PepsiCo
- PMI Inc
- Lowe's Dist Ctr
- Arc of the Ozarks
- Don's Cold Storage
- Aesir Technologies
- BBB Solutions
- Cummins Sales & Service
- EaglePicher
- DMT Trucking
- Schaeffler
- WestRock
- Amazon Dist Ctr
- Total Electronics Contracting
- Wholesale Electronic Supply
- Component Packaging
- Bruner Fabrication
- Heartland Pet Food
- Com Solutions
- Hogan Truck Rentals
- Hope Center
- PeopleLink
- Casey's Dist Ctr

EXPANSIONS

There were 3 announced expansions since the last quarterly update

- Boyd Metals - $9 million capital investment – 12 jobs (Governor attended announcement)
- Refresco - $37 million capital investment – 40 jobs
- General Mills - $47 million capital investment – 47 jobs

There are 3 “potential” expansion projects currently in the pipeline:

- Sauce in a Box
- Sugar Cane
- Triple AAA

CROSSROADS BUSINESS PARK

- The JIDA has been meeting to discuss best paths forward for land expansion opportunities as we are beginning to see a decline in inventory

- A 25-acre tract was sold for the development of a warehousing facility
    - This was listed as “pending” in the previous report

MARKETING

We have contracted with a relocation and attraction firm called Livability that utilizes articles and blogs circulated via social media to direct traffic towards their website

where they promote partner communities as great places to live. We just entered into an agreement and we will be excited to share with you the campaigns and their results moving forward. You can learn more at www.livability.com

Choose Joplin Website

- Visits to page
    - Q1 = 1,379
    - Q2 = 1,672
- Origin of Visits
    - 44% direct entry
    - 33% social media link
    - 15% search result
    - 4% link from email or another website
    - 1% paid digital ad

TECONOMY STRATEGIC PLAN

- The TEConomy team was in Joplin September 19 and 20 to give a presentation of their draft. They are currently gathering feedback from the steering committee and plan to make a return trip to Joplin in the next couple of months to present their final strategic plan to City Council.

MISCELLANEOUS

- Travis and Jake attended the Hawthorn Foundation Q3 Board Meeting July 28 in St. Joseph. We heard a presentation from new Acting Director of MO Dept of Economic Development, Michelle Hattaway, along with updates from Hawthorn regarding projects, initiatives and progress reports happening state-wide.

- Travis and Jake attended the annual Governor's Conference on Economic Development in early September. Session topics included:
    - The state's econ dev strategy
    - Workforce Housing
    - AI & Machine Learning Insights
    - Building a Ready Workforce Tomorrow
    - Childcare Improvement in MO
    - Gary Pinkel gave a keynote presentation on the topic of leadership

- Travis had the opportunity to attend the Association of Chamber of Commerce Executives annual conference held in Salt Lake City in early August. Session topics related to economic development included:
    - A Home-Grown Talent Pipeline

- Data-Driven Workforce and Economic Growth Strategies
- Talent Attraction in a Digital Age
- Addressing Barriers to Workforce Participation
- Innovative Ideas for Talent Development
- Competing for Quality Talent
- Chamber CEO Peer Group Discussions
- Creating Attractive Communities
- Visions of the Future for Chambers & Communities

Erin Slifka, the Chamber's Marketing Director also attended and participated in many session topics around marketing your community and talent attraction.

- The Chamber remains in talks with Crowder College to purchase the Advanced Training & Technology Center (ATTC) that is located immediately to the east of the Chamber office. Crowder College has been a tenant of the building occupying nearly 80% of the space for the past 5 years.

JOPLIN CITY COUNCIL
OCTOBER 2, 2023
MEETING MINUTES

CALL TO ORDER

The October 2, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Christina Williams

ROLL CALL

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

PRESENTATIONS

Union Depot Study

Lori Haun, Downtown Joplin Alliance — Executive Director and Joe Borgstom from Place + Main Advisors presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The First Thursday ArtWalk is being held this week on Thursday, October 5. And October is also National Arts and Humanities Month, which will be recognized through a Proclamation from Joplin Mayor Doug Lawson. He will present this at 4:50 in the Main Lobby of City Hall. The public is welcome to attend. Musician Dwayne Smith will be performing.

The 16-year-old Joplin's ArtWalk joins thousands of arts organizations and communities across the nation to celebrate National Arts and Humanities Month. This month's Art Walk offers activities that honor the efforts of artists and musicians in 8 locations in the downtown area from 5:30-8:30 p.m. Visit First Thursday ArtWalk's Facebook page for details.

Sticking with the theme of art and music, there will be a lot of both at this year's North Heights Porchfest on Saturday, October 7. With a record-setting 47 bands this year, this music festival will offer something for everyone. The event runs from 12 noon to 7 pm and will be held in the area of C Street to Glenview and Joplin Avenue to the west side of Sergeant Avenue. Parking is available on the outer parameters of this area, and

carpooling is encouraged. To help those not able or wanting to walk a lot that day, organizers have established the Moffet Megablock, offering the artists' booths, some food trucks, and a full 7 hours of music in this area. More information can be found on their Facebook page: Northheightsporchfest.

Changing gears a little – Joplin Health Department will offer CPR training on Friday, October 13 at the Joplin Public Library. The Friends and Family® CPR class is from 1 to 4 p.m. and is great for members of the general public interested in learning this life-saving skill. No medical background is needed, with this class costing $25 a person.
Also offered that same day from 10 to 11 a.m. is the HeartCode® BLS Skills Check-off. This course is appropriate for those who have completed the HeartCode® BLS online course: The cost for this class is $20 a person. CPR classes will also be offered in November and December. Preregistration and pre-payment are required to attend either of these classes. Participants can complete these steps by going to the Joplin Parks registration website of their online catalog. Classes are listed under the Adult Programs division of the registration site. Citizens can also call the Health Department at 417-623-6122, ext. 1258 for more information.

Join Joplin Parks & Recreation on Friday, October 20 for their annual Old-Fashioned Hayride! This FREE event will be held from 6 p.m. to 9 p.m. at McClelland Park, located at 44th Street and McClelland Boulevard. The event will feature family-friendly activities, including a hayride, making s'mores, and bounce houses. This year features a new addition with The Hay Bale Trail guests can enjoy.

S'mores kits will be handed out on a first-come, first-serve basis. Guests are encouraged to bring sticks to roast their marshmallows over the bonfires. The Salvation Army will be on hand, providing hot chocolate to event guests.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-285

Mayor Lawson opened the Public Hearing.

Lillian Bryant spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-285

Mr. Stinnett introduced Council Bill No. 2023-285 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District MUC (Mixed-Use Commercial) property as described below and located directly South of the Intersection of W 32nd St and S Nellie Mae. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2023-285 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-285.

CONSENT AGENDA

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

Minutes of the September 18, 2023, City Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-145

Mr. DeTar introduced Council Bill No. 2023-145 - AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Wolen, LLC, in the amount of Four Hundred Ninety-One Thousand Seven Hundred Thirty and 00/100 Dollars ($491,730.00) for the purchase and installation of upgraded Air Traffic Control Tower (ATCT) equipment at the Joplin Regional Airport; authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2023-145 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-139**.

COUNCIL BILL NO. 2023-146

Mr. Cortez introduced Council Bill No. 2023-146 - AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crossland Construction, Inc., in the amount of Seven Million Nine Hundred Forty-Five Thousand Two Hundred Thirty-Nine and 12/100 Dollars ($7,945,239.12) for Construction of the Aircraft Rescue and Fire Fighting/Snow Removal Equipment (ARFF/SRE) building at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-146 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-140**.

COUNCIL BILL NO. 2023-151

Mr. Stinnett introduced Council Bill No. 2023-151 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Program and Floodplain Management Support on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing emergency clause. Motion by Mr. Stinnett, second by Ms. Spencer that Council Bill No. 2023-151 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-141.**

COUNCIL BILL NO. 2023-152

Mr. DeTar introduced Council Bill No. 2023-152 - AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Reinbold Electric, Inc., in the amount of Four Hundred Twenty-Four Thousand Eight Hundred and 00/100 Dollars ($424,800.00) for the purchase and installation of a new Airport Lighting and Control Management System (ALCMS) at the Joplin Regional Airport; authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2023-152 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-142**.

COUNCIL BILL NO. 2023-153

Mr. Cortez introduced Council Bill No. 2023-153 - AN ORDINANCE authorizing the acceptance of an agreement by and between Crawford, Murphy and Tilley, Inc. for Construction Management services in the not to exceed amount of Six Hundred Thirty-Seven Thousand Eight Hundred Thirty-Two and 44/100 Dollars ($637,832.44) relating to the construction of the Aircraft Rescue and Fire Fighting/Snow Removal Equipment (ARFF/SRE) building at the Joplin Regional Airport; and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-153 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-143**.

COUNCIL BILL NO. 2023-453

Mr. DeTar introduced Council Bill No. 2023-453 - 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, 2023 and running through September 30, 2024, for the amount of up to Thirty Four Thousand, Seven Hundred Six Dollars and Forty Six Cents ($34,706.46), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-453 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-144**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-454

Mr. DeTar introduced Council Bill No. 2023-454 - 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 August 1, 2023 and running through November 30, 2027, for the amount of up to Two Hundred Thirty-Nine Thousand, Fifty Dollars and No Cents ($239,050.00), to enable the Health Department to establish, expand, train and sustain the public health workforce, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri. Motion by Mr. DeTar, second by Mr. Stinnett that Council Bill No. 2023-454 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Farnham, 1. The Bill was read as Council Bill No. 2023-454.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session. Motion by Mr. Shaw, second by Mr. DeTar to go into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 6:58 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-285 – Zoning District Change

MEETING DATE:
October 2, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 042-23: Property Directly South of the Intersection of W 32nd St and S Nellie Mae – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District MUC (Mixed Use Commercial) – Jimmer Pinjuv

BACKGROUND:
Considering the existing uses and the current zoning of the neighborhood, along with the policies of the Comprehensive Plan, the property is best suited for a variety of future development, which can include low or high density residential, or less intensive commercial, which would all be permitted uses under the MUC zoning.

The purpose of the MUC Zoning District is to closely integrate neighborhoods with small-scale commercial businesses, such as grocery stores or small offices, in a walkable setting.

The change in zoning will not be detrimental to nearby property. The existing neighborhood has a mix of housing including single-family homes and senior living. Wildwood Ranch Subdivision has included MUC development in their plans as well. The existing character and planned development for the neighborhood is for a mix of uses and density to create an integrated, walkable neighborhood.

This property is not shown on the future land use map. However, the proposed development is consistent with the policies of the Comprehensive Plan. Multi-Use neighborhoods, which include low-density and high-density residential, and less intensive commercial, are all suitable land uses for the edges of designated corridors, such as 32nd St.

PLANNING & ZONING COMMISSION TESTIMONY:

Lillian Bryant with OWN Engineering presented the case, representing the owner. They stated they wished to rezone to MUC so that they could develop single-family homes and retail. Mr. Rosenberg asked staff if this was the first-time property had been rezoned to MUC. Mr. Bellairs stated that the Commission had seen this before when part of the Wildwood Ranch Subdivision was rezoned to MUC. Mr. Rosenberg stated he had no objection but did not see where MUC permitted single-family homes. Mr. Bellairs stated that in Article 4 of the zoning code, single-family, duplexes, and multi-family are all permitted under MUC zoning, as well as small scale commercial retail and offices. Mr. Landis asked if there were any covenants or restrictions. Mr. Bellairs stated that there was nothing restricting use besides the zoning.

PUBLIC COMMENT;

There was no public comment in favor or opposition of the rezoning.

RECOMMENDATIONS:

Staff recommends approval of Council Bill 2023-285
Planning & Zoning Commission recommends approval of Case 042-23 (5 in Favor, 2 absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN | PLANNING & ZONING COMMISSION

MINUTES
MONDAY, SEPTEMBER 11, 2023
4:00 P.M.

The Planning and Zoning Commission met in a regular session, Monday, September 11, 2023. Present were Commission members Mary Anne Phillips, Amia Warren, Benjamin Rosenberg, Rodney McCullough and Cole Landis. Tyler Bellairs and Vicky Copeland represented the Planning, Development and Neighborhood Services Department.

1. **Roll Call:** Vicky Copeland called the roll.

2. **Motion to Excuse:**

MR. LANDIS MOVED TO EXCUSE MR. KIMBLE AND MR. JACKSON. MS. WARREN SECONDED THE MOTION. MOTION CARRIED (5 IN FAVOR, 0 NAY, 2 ABSENT)

3. **Approval of Minutes:**

MR. LANDIS MOVED TO APPROVE THE AUGUST 14, 2023, MINUTES. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED.
(5 IN FAVOR, 0 NAY, 2 ABSENT)

4. **Public Hearings**

Ms. Phillips read the Public Hearing Procedures.

Case 042-23: Rezoning

Property Directly South of the Intersection of W 32nd St and S Nellie Mae-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District MUC (Mixed Use Commercial)-Jimmer Pinjuv

Lillian Bryant, 811 E. 3rd St., Joplin, Missouri. Ms. Bryant stated she was the engineer representing Wildwood Ranch. They were looking to rezone the property from R-1, roughly 10 acres. It was annexed into the City as R-1, and they would like to do mixed use commercial to keep their flexibility with having some single-family homes and also some retail in the future. She asked if there were any questions.

Mr. Rosenberg proposed a question of City Staff. He asked if this was the first time, they have had a MUC request.

Mr. Bellairs stated no actually they have had one in Wildwood Ranch annexation before.

Mr. Rosenberg stated he had no objection except he was reading MUC zoning and he found no housing listed at all.

Mr. Bellairs said the land use table for permitted uses and article four of the zoning code it discussed which uses are permitted where. If you go to the land use table and all residential building most residential building types including single family and duplexes, apartments and different forms of multi-family are permitted as well as small scale commercial, small offices and small retail.

Mr. Landis asked if there were any covenants or restrictions that would restrict that type of use.

Mr. Bellairs asked if he was speaking about the same development that was just referenced.

Mr. Landis stated just in general the vicinity of where the land is located. That area is in Wildwood Ranch. So was there any covenants or restrictions that would restrict it from being anything other than R-1.

Mr. Bellairs stated there was nothing that would restrict it besides the zoning.

Ms. Phillips asked if there were any other questions from the Commission.

There were none.

Ms. Phillips asked if there was any one to speak in favor of Case 042-23.

There were none.

Ms. Phillips asked if there was any one to speak in opposition of Case 042-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 042-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 2 ABSENT)

5. Adjournment:

MR. ROSENBERG MOVED, SECONDED BY MS. WARREN TO ADJOURN. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 2 ABSENT)

Approved _____
Drew Kimble, Chairman

Approved _____
Vicky Copeland, Recording Secretary

Rezoning Application

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

Office Use Only
Case No.: 042-23
Filing Fee: $550.00
Received: 8/4/23
Date Advertised:
Proj. No.: 23-202
Public Hearing Date: 9/11/23

Applicant: Jimmer Pinjuv Phone No.: 417-529-6440

Address: 1032 Antelope Rd, Joplin, MO 64804 Email: jimmer@wwrlife.com

Owner: Jimmer Pinjuv Phone No.: 417-529-6440

Address: 1032 Antelope Rd, Joplin, MO 64804 Email: jimmer@wwrlife.com

Location of Property: Forrest View Lane & W 32nd Street

Present Use of Property: Vacant

Proposed Use of Property: Mixed Use Commercial

Current Zoning: R-1 Requested Zoning: MUC

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	vacant	N/A
South	Single Family Residential	R1
East	nursing home	R1
West	vacant	MUC

Character of the Neighborhood: Mixed commercial and residential

Relationship to Existing Zoning Pattern:

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

If yes, explain: Current zoning will not allow mixed use of residential and commercial in the same zone.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: 32nd Street

Classification of Street(s):

Arterial ☐ Collector ☑ Local ☐

Right-of-Way Width: 90'

Subdivision Platting:

Yes	No	
○	◉	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed application.
◉	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
◉	○	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
○	◉	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ For Wildwood Ranch LLC **Date:** 7.27.23

Z&P Meeting: September 11, 2023
City Council Meeting: October 2, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 042-23 A request to rezone from District R-1 (Single-Family Residential) to District MUC (Mixed-Use Commercial)

LOCATION Property South of the Intersection of W 32nd St and Nellie Mae, Joplin, Missouri 64804

APPLICANT Jimmer Pinjuv

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 10 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	MUC
Land Use	Single-Family Home	Senior Living	Vacant/Single-Family Home	Vacant

FUTURE LAND USE

The property is part of an annexation from 2015, and it is not on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 32nd St	Collector	60′
Nellie Mae	Local	45′

UTILITIES

Utilities will need to be extended for future development.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This property is not shown on the future land use map. However, the proposed development is consistent with the policies of the Comprehensive Plan. Multi-Use neighborhoods, which include low-density and high-density residential, and less intensive commercial, are all suitable land uses for the edges of designated corridors, such as 32nd St.

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

The property was annexed into the City as R-1. Jimmer, the owner, is not sure what they are wanting to use the property for. MUC would allow most types of residential development and some commercial. Future development could potentially include either or a mixture of the two.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The existing neighborhood has a mix of housing including single-family homes and senior living. Wildwood Ranch Subdivision has included MUC development in their plans as well. The existing character and planned development for the neighborhood is for a mix of uses and density to create an integrated, walkable neighborhood.

DISCUSSION

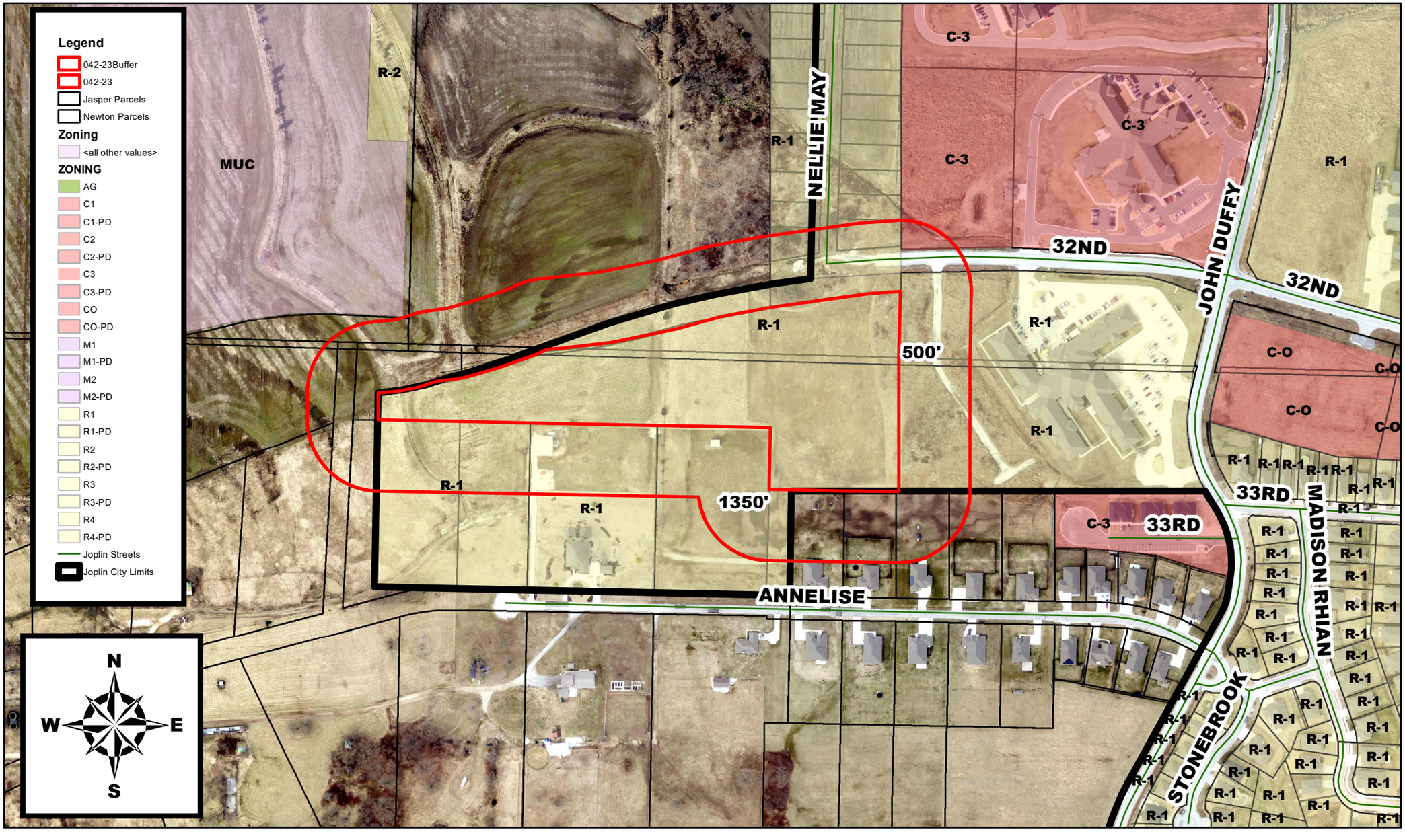
Considering the existing uses and the current zoning of the neighborhood, along with the policies of the Comprehensive Plan, the property is best suited for a variety of future development, which can include low or high density residential, or less intensive commercial, which would all be permitted uses under the MUC zoning.

Staff recommends approval of Case 042-23.

ENCLOSURES

- Map of property
- Application

Case 042-23: Rezoning



Property Directly South of the Intersection of W 32nd St and S Nellie Mae – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District MUC (Mixed Use Commercial) – Jimmer Pinjuv

P & Z Case 042-23
Jimmer Pinjuv
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-285 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District MUC (Mixed-Use Commercial) property as described below and located directly South of the Intersection of W 32nd St and S Nellie Mae.

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

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

ALL THAT PART OF THE NORTH HALF (N1/2) OF SECTION 24, TOWNSHIP 27, RANGE 34, AND ALL THAT PART OF LOT 1 OF FOREST VIEW SUBDIVISION, NEWTON COUNTY, MISSOURI, AND THAT PART OF THE SOUTH HALF (S1/2) OF SECTION 13, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE N88°40'30"W ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 2027.70 FEET TO THE POINT OF BEGINNING;THENCE S00°00'00"W A DISTANCE OF 347.52 FEET;THENCE N88°50'39"W A DISTANCE OF 329.81 FEET; THENCE N01°09'21"E A DISTANCE OF 160.39 FEET; THENCE N88°50'39"W A DISTANCE OF 1080.65 FEET; THENCE N03°12'00"E A DISTANCE OF 236.11 FEET; THENCE S86°40'29"E A DISTANCE OF 264.52 FEET, THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 509.78 FEET, WITH A RADIUS OF 1545.00 FEET, WITH A CHORD BEARING OF N83°50'52"E, WITH A CHORD LENGTH OF 507.47 FEET;THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 634.95 FEET, WITH A RADIUS OF 2955.00 FEET, WITH A CHORD BEARING OF N80°33'03"E, WITH A CHORD LENGTH OF 633.73 FEET; THENCE S00°00'00"W A DISTANCE OF 220.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.6 ACRES MORE OR LESS. A location more generally known as Property Directly South of the Intersection of W 32nd St and S Nellie Mae.

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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-013 – authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Legal Department

ATTACHMENTS
CB 2023-013; Agreement Exhibit "1"

REVIEWED BY:
Department Head: City Attorney Peter Edwards; Finance Director Leslie Haase; City Manager: Nick Edwards

SUMMARY:
This Council Bill approves an Agreement for Economic Development Consulting Services between the City of Joplin and the Joplin Area Chamber of Commerce.

BACKGROUND

The Agreement between the City of Joplin and the Joplin Area Chamber of Commerce has been updated to better define the responsibilities and rights of both parties, including the itemization of specific deliverables for use in evaluating the services of the Joplin Area Chamber of Commerce. These areas include economic development infrastructure, business retention and expansion, business attraction, strengthened relationship with state and regional economic development organizations, and reports and presentations to the Mayor and City Council. Each area of delivery has a detailed list of performance measures for use in evaluating the services of the Joplin Area Chamber of Commerce as to that particular piece. Additionally, the Joplin Area Chamber of Commerce will provide an itemized billing to the City of Joplin, and comply with all Missouri Sunshine Law requirements related to the Agreement.

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

PCE:ab
attachments

AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2023, by and between **CITY OF JOPLIN, MISSOURI,** a constitutionally chartered Missouri municipal corporation (hereinafter "City"), and **JOPLIN AREA CHAMBER OF COMMERCE**, a Missouri Benevolent Corporation (hereinafter "JACC").

WHEREAS, the City wishes to contract for Economic Development Consulting Services, and;

WHEREAS, JACC wishes to provide Economic Development Consulting Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. **Term**. This Agreement shall be for a term of one (1) year, effective November 1, 2023, and ending October 31, 2024. This contract may be terminated by either party with sixty (60) days written notice with or without cause.

2. **Renewal Terms.** This Agreement shall automatically renew for successive one (1) year terms unless either party terminates the Agreement or in the event a new agreement is executed. Any renewal term is contingent on and subject to budget appropriation adopted annually by the City Council.

3. **Services to be Provided.** During the term of this Agreement, JACC shall:

- Serve as the City's first point of contact for economic development services.
- Conduct business recruitment activities designed to provide new jobs and an improved tax base for the community.
- Produce materials that market and promote the City including a website and information packets for prospective businesses.
- Provide quarterly market analyses on number of jobs, job sectors, and wages compared to state and national statistics.
- Build mutually beneficial relationships with national, state, and regional entities engaged in economic development.
- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- Facilitate programs for business retention and expansion for existing businesses in the City.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base.

- Build a structural improvement to Joplin's entrepreneurial ecosystem through collaborations, combining capacities and programs to promote and provide workspaces, educational programs, pitch competitions, mentorships, and networking opportunities where technology, innovation, and entrepreneurship can thrive.
- Build and market the Joplin brand for both business and talent attraction.
- Provide all deliverables and performance measures outlined herein.

4. **Fees and Expenses.** The City agrees to pay JACC a consulting fee for the services outlined in this Agreement (the "Fee") attached hereto as Exhibit A, in the amount of Two Hundred Fifty Two Thousand Dollars ($252,000.00). The Fee shall be paid in monthly payments to JACC. The Chamber shall submit an invoice with detailed supporting documentation within 15 days from the end of each calendar month describing the services provided and expenses reimbursable by City incurred in the prior month. The Fee is subject to and conditioned on budget appropriation from the City Council and the Fee for each renewal term may be increased or decreased each year based on the budget appropriation from the City Council. Any reimbursement request not deemed to be documented satisfactorily, isn't consistent with the approved JACC line item budget, or the City deems as inappropriate shall not be reimbursed by the City. Provided, reimbursement approval will not unreasonably be withheld.

5. **Notices.** Any notice required to be given under this Agreement shall be served by certified mail, postage prepaid, delivery, fax (receipt confirmed), or overnight courier.

6. **Applicable Law and Venue.** This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

7. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

8. **Amendments and Waivers.** Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, price, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

9. **Performance Measures.** JACC shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the Agreement.

A. Economic Development Infrastructure. The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Joplin. The

City will work to identify future development sites, and work to complete necessary tasks so that sites are more "ready" for immediate business opportunity availability.

Performance measures:

- Positive relationship with the Missouri State Economic Development Council & Appropriate communicated vision for Joplin.
- Marketing Materials Directed Toward Target Industries
- Creation and distribution of Industry packets, promotional materials such as videos, DVD's, etc.
- Real Estate Development – identify and market as needed sites & buildings ready for development.
- Establish market Statistics & Demographics
- Develop Regional partnerships by working with the regional economic development council.
- Work with existing employers to develop workforce; attract quality employees to the City.
- Assess and advise City on needs for potential site development.

B. Business Retention and Expansion. The City wants to ensure existing businesses thrive and remain or expand in Joplin. JACC shall solicit regular feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Joplin. JACC will also develop a coordinated effort to attract and retain workforce talent to Joplin, which has been identified by the Joplin business community and the biggest prohibitor to their growth and success.

Performance measure:

- Development of business community data
  - Retention rate for existing businesses
  - Existing employee headcount
  - Other data as reasonably requested by and coordinated with the City
- Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.
- Bring or organize appropriate seminars and training to Joplin, MO, or offered within the region that would benefit Joplin-based companies.
- Execute an ongoing call program with existing major employers.
- Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Joplin.
- Develop or recommend training & education opportunities to start-up businesses.
- Promote and provide workspaces, educational programs, pitch competitions, mentorships, and networking opportunities where technology, innovation, and entrepreneurship can thrive.

C. Business Attraction. JACC shall take steps necessary to ensure that Joplin competes at local, state, national, and international levels for prospective businesses. In addition, JACC shall

actively promote the City at the state, national, and international levels, particularly to companies in the advanced manufacturing, distribution, transportation, and technology. JACC acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and JACC will pursue companies in the targeted sectors that meet those goals.

Performance measure:

- Conduct a minimum of 10 promotional or marketing visits annually, either in Joplin or at the site selector's location.
- Evaluate, recommend, and attend a minimum of 2 trade shows or similar events annually. Communicate and encourage attendance at such events by Administration Staff and/or Elected Officials.
- Measurement and tracking of number of home grown businesses locating in Joplin
- Measurement and tracking of new businesses in Joplin.
- Report on employee headcount, wages, and capital investment attributed to new businesses.
- Assistance in the coordination and development of a regional economic development council.
- Advise on number of business contacts made and status of pending projects.
- Active website, updated content.
- Report quarterly on website activity.
- Maintain & review community profile with state and regional economic development agencies.

D. Strengthened Relationship with State and Regional Economic Development Organizations. These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Joplin can do to provide an attractive business package. JACC shall serve as the primary point of contact for the City for economic development related purposes.

Performance measure:

- Regular meetings with State and Regional Economic Development Organizations and other relevant organizations
- Documented efforts and participation in regional partnership
- Positive relationship with State and Regional Economic Development Organizations and appropriate communicated vision for Joplin

E. Market Statistics and Demographics. The City is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Joplin, MO.

Performance measure:

- Utilize and provide updated market, trend, and demographic analysis through current studies.

F. Reports and Presentations to the Mayor and City Council. JACC shall provide a written report for the Mayor and City Council on a monthly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Written report monthly to Mayor and City Council.
- Quarterly presentation to Council.
- Timely updates to Mayor and City Council on potential and ongoing projects as necessary.

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of JACC. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects JACC to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development efforts.

G. Performance and Job Creation. The parties agree that the Chamber shall set an annual goal for job creation and new construction for the term of this Agreement. Parties agree that retention and expansion of existing firms and attraction of new firms, particularly those in the business sectors noted in this Agreement, is important to the economic vitality of the City. To that end, new job creation directly attributed to the above economic development efforts will also be considered as part of the performance for the JACC.

The City acknowledges achievement of these goals is dependent upon multiple factors beyond the services provided by JACC under this Agreement. Such factors include, but are not limited to, City administration, local schools, transportation and infrastructure capabilities, available work force, and national, state, and local economic conditions. The parties agree the services provided by JACC under this Agreement are intended to maximize the competitiveness of the City for expanded economic development and creation of quality jobs.

10. **Budget, Audit and Accounting.** JACC shall submit a proposal identifying how City funds will be utilized by JACC during the next fiscal year. Said proposal shall identify programs and special projects and shall set forth a budget. Based upon the proposal submitted by JACC and upon approval by the City Council, JACC shall file annually, before July 1st of each year, a report with the City Manager and the City Clerk outlining the economic development services and activities provided by JACC under this Agreement. The parties acknowledge that JACC may reallocate expenditures among the budget line items as necessary through the year so long as the total City appropriation is not changed. JACC shall give the City written notification of any reallocation. Payment of invoices will be contingent on the Chamber providing proper documentation for all expenses and the expenses being eligible expenses based on the approved

proposal. JACC shall provide the City with a statement from the JACC Auditor, in a form approved by the City and the JACC Auditor, stating that City funds were used as intended. JACC will make its complete Audit available to the City to review, upon request. For this Agreement covering the initial term, the budget proposal is attached hereto and incorporated herein as Exhibit A.

11. **Missouri Sunshine Law.** City contracts and documents prepared for the City while performing city contractual work may be subject to the Missouri Sunshine Law. If a Sunshine request is presented to the City, JACC will assist the City to provide copies of Public Records generated by JACC as prescribed in the Missouri Sunshine Law. In such instance, only legally authorized photocopying costs pursuant to the Missouri Sunshine law may be assessed for this compliance.

12. **Independent Contractor Indemnification.** The parties to this Agreement agree that JACC is an independent contractor and shall not, under any circumstances, be deemed an employee of the City. JACC to indemnify, defend, and hold harmless the City, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Contract, or of whatever nature, made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this Contract.

13. **Indemnification.** JACC shall abide by all federal, state and local laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this Agreement, and agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances.

14. **Workers' Compensation Insurance.** JACC shall provide any workers' compensation insurance for its employees as required by State law. JACC shall also maintain motor vehicle insurance pursuant to minimum State requirements for operation of any motor vehicles under its direction and control.

15. **Equal Employment Opportunity.** This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. JACC shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.

16. **Conflicts of Interest.** JACC agrees that no employee of JACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with JACC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOR THE CONSULTANT
Joplin Area Chamber of Commerce

BY: _____
Travis Stephens
President

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
Nicholas Edwards
City Manager

ATTEST: _____
Holly Nagy,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

Exhibit "1"

EXHIBIT
tabbies
A

ECONOMIC DEVELOPMENT FUNDING BUDGET
JOPLIN AREA CHAMBER OF COMMERCE
FY 2024

Marketing and Promotions **$50,000**
$32,500

- Choose Joplin business and talent attraction marketing & video series production
- Digital ad campaigns in target areas to attract talent and promote business growth opportunities
- Website development/maintenance
- Billboards Ads on I-44 (WSJ #2 for remote work and City of colleges)

Memberships & Professional Development Associations **$10,000**
$15,500

- Membership to associations
  - Hawthorn Foundation/Missouri Partnership
  - Missouri Economic Development Council
  - International Economic Development Council

Business & Talent Development (Attraction/Retention/Start Ups) **$69,000**
$29,000

- Registration and travel for trade shows and site selection consultant events
- Database licenses for online tools and databases
- Entrepreneurship ecosystem program development
- Time spent with existing industries, identifying challenges, researching and implementing solutions

Salary Supplementation **$99,000**
$99,000

- Marketing Director $33,000
- Director of Entrepreneurship $33,000
- Administration $33,000 (President, Finance Director & Admin Assistant)

Administrative Expenses $24,000
$24,000

- Communications and technology
- Software programs and databases
- Office equipment and supplies
- Other staff support and vendor services

2024 Budget Request = $252,000

Shadow numbers below totals indicate previous year's budget amount *$252,000*

ECONOMIC DEVELOPMENT FUNDING BUDGET
REGIONAL PARTNERSHIP
FY 2024

Marketing and Promotions **$50,000**

Regional $25,000

- Choose Joplin business and talent attraction marketing & video series production
- Digital ad campaigns in target areas to attract talent and promote business growth opportunities
- Website development/maintenance
- Billboards Ads on I-44 (WSJ #2 for remote work and City of colleges)

Memberships & Professional Development Associations **$10,000**

- Membership to associations
  - Hawthorn Foundation/Missouri Partnership
  - Missouri Economic Development Council
  - International Economic Development Council

Business & Talent Development (Attraction/Retention/Start Ups) **$69,000**

Regional $27,000

- Registration/travel for trade shows and site selection consultant events
- Database licenses for online tools and databases
- Entrepreneurship ecosystem program development
- Time spent with existing industries, identifying challenges, researching and implementing solutions

Salary Supplementation **$99,000**

- Marketing Director $33,000
- Director of Entrepreneurship $33,000
- Administration $33,000 (President, Finance Director & Admin Assistant)

Administrative Expenses **$24,000**

- Communications and technology
- Software programs and databases
- Office equipment and supplies
- Other staff support and vendor services

Joplin **$200,000**

Regional **$52,000**

JOPLIN
Area Chamber of Commerce

August 30, 2023

Mayor Doug Lawson,
City Council Members,
City Manager Nick Edwards,

On behalf of the Joplin Area Chamber of Commerce, this letter serves as a request to renew the funding contract with the City for economic development services for the 2023-2024 fiscal year.

This partnership between the City and the Chamber allows the Joplin region to go on the offensive when it comes to business growth and the job creation in our community. This investment allows the Chamber to build additional capacity and fulfill activities that we otherwise wouldn't have the resources to accomplish. Through this collaboration we are able to leverage one another's strengths and assets to shape the future of Joplin and provide additional economic opportunities for its residents.

Please note on the budgeted outline attached that I have included this year's budget number for each category, along with last year's approved budgeted figure. This can be seen in a slightly faded and italicized font, directly below the proposed budget number for each category. You'll notice that we are shifting our priorities a bit more towards advertising and promotions via targeted digital campaigns. It's also important to note that our recruiting activities are shifting to include talent and labor attraction and less on more large scale employers. This pivot reflects what we are seeing in the marketplace as many of our current employers are challenged with finding enough people to fill current open positions. We are indeed still active in the business recruitment arena, we are simply shifting some of our resources towards the labor force side of the equation.

In addition, I wanted to point out that it does not appear we will reach the full $252,000 budgeted for this past year. As you know, the contract between the City and the Chamber is structured as a reimbursement system where the Chamber fulfills the work, and is reimbursed for the activities performed after the fact. This was a learning year for myself and our new MOKAN Director and we wanted to make sure we had funds in reserve should an unforeseen opportunity arise. However, I do feel the $252,000 amount ($200,000 towards the promotion of Joplin and $52,000 towards the region) is an adequate funding level and with a full year under our belt we are in a much better position to utilize these funds appropriately.

Thank you for your support and we look forward to the continuation of this partnership. I am happy to answer any questions you may have heading into the upcoming presentation.

Sincerely,

Travis Stephens, President & CEO

COUNCIL BILL NO. 2023-013 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Joplin Area Chamber of Commerce, retaining the Joplin Area Chamber of Commerce for the provision of economic development consulting services, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "1", be and the same is hereby, approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Agreement needs to be in place for the 2023-2024 fiscal budget year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-154 Agreement for Sewer Service; and containing an emergency clause.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2023-154 Ordinance; Agreement for Sewer Service; Exhibit Map.

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an Agreement with B.T.B. Homes, LLC for Sewer Service to property located at Apricot and Coyote.

BACKGROUND
B.T.B. Homes, LLC owns property located at Apricot Dr. and Coyote Dr., near the City's Filmore Bridge lift station (see Exhibit map for reference). In June of this year, B.T.B. Homes first approached City staff about connecting to City sewer; the Owner still desires that the City of Joplin treat the sewage from this property. Joplin city staff support the idea, in exchange for payment of one-time plan review and permit fees, inspection of the new publicly owned gravity sewer system and BTB Homes' connection to it, along with payment of regular sewer bills for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service which allows the Owner to connect to Joplin's sanitary sewer. The Agreement stipulates user rates, inspection fees, and that the Owner shall construct the on-site sewer system to City of Joplin standards. The Agreement also contains a clause concerning future annexation into the corporate limits of the City of Joplin. Approving this Agreement is consistent with Public Works' goal of providing the most reliable sewer service to the most possible users at the least possible cost.

FUNDING SOURCE
Privately funded by the Owner

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a sewer use agreement on an emergency basis, in that said ordinance provides for the preservation of public health and safety and is considered to be, an emergency per section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis allows the owner to move forward with financing as quickly as possible.

COUNCIL BILL NO. 2023-154 **ORDINANCE NO**

AN ORDINANCE approving an agreement with B.T.B. Homes, LLC to provide sanitary sewer to property located at Apricot Dr. and Coyote Dr., 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 B.T.B. Homes, LLC to provide sanitary sewer to property located at Apricot Dr. and Coyote Dr., 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, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the City hereby declares that this Ordinance dealing with the general health and safety of the citizens of the City of Joplin, Missouri, 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, this Ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis allows the owner to move forward with financing as quickly as possible.

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

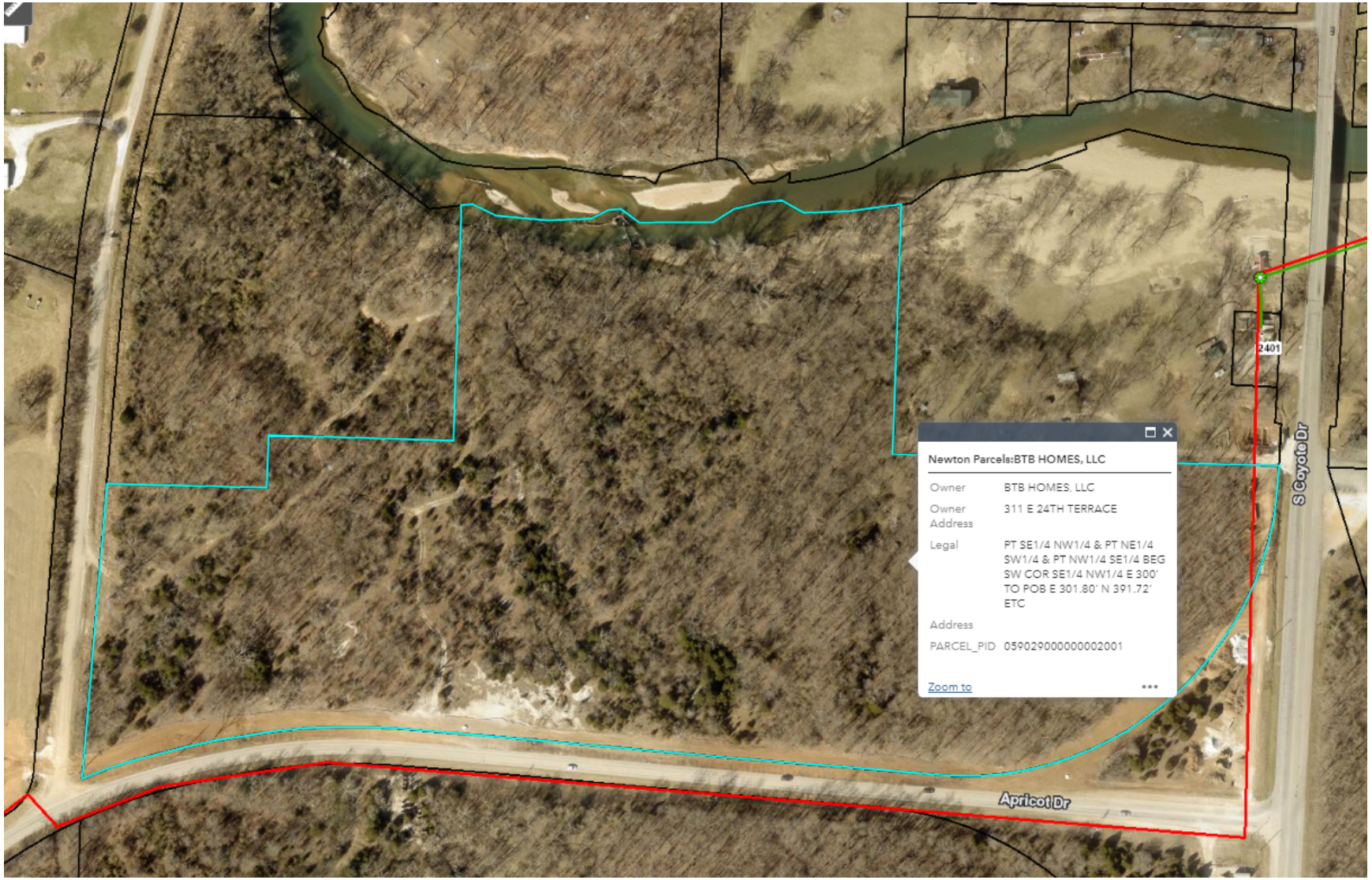
_____, 2023 by a _____ vote.

ATTEST: _____
Douglas W. Lawson, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



CB 2023-154 EXHIBIT MAP

AGREEMENT FOR OUT-OF-TOWN SEWER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 ("the Effective Date"), by and between B.T.B. Homes LLC, a Missouri Limited Liability Company ("Grantor"), and the City of Joplin, Missouri, a Missouri Municipal Corporation ("Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows: **see Exhibit A, attached hereto and incorporated by reference.**

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

NOW THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

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

a. Grantor's plans shall conform to all requirements of the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications. Grantor's plans must be prepared by an engineering firm or engineer licensed in Missouri. Grantor shall, at its expense, submit its plans for review by Grantee. Grantor shall be assessed fees for plan review pursuant to the rates established by Section 26-91 through Section 26-93, Section 58-68, and Section 106-62 of the Joplin City Code. Grantor shall not proceed unless Grantee has approved Grantor's plans.

b. Grantor shall, at its expense, obtain and record with the county recorder of deeds, any and all easements necessary for sewer service. Grantor shall provide Grantee with proof of said recording.

c. Grantor shall, at its expense, use an engineering firm or engineer licensed in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications have been satisfied. Grantor shall also provide Grantee with drawings of any public infrastructure, including the sewage collection system and

connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time. As an alternative to use of an engineering firm or engineer licensed in Missouri, Grantor may use City's building, fire, and public works departments in exchange for fees at the rates established by Section 26-91 through Section 26-93, Section 58-68, and Section 106-62 of the Joplin City Code.

d. Grantor shall, at its expense, obtain a connection permit prior to connection to the Joplin Public Sewer System. Grantor shall be assessed fees for connection pursuant to the rates established by Section 118-235 of the Joplin City Code.

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

3. Maintenance and Repair of the Property's Sewage Collection System. Grantee shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Grantor shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral/service lines.

4. Discharge Requirements. Grantor must comply with any discharge requirements established by federal, state, or local law.

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

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

7. Development of the Property. Grantor agrees that the Property is governed by the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications. Grantor agrees that any construction or development of the Property shall conform to all requirements of the Joplin City Code and Standard Specifications. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

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

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

power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

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

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

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

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

10. Attorney's Fees and Expenses. Grantee shall be entitled to enforce this Agreement through all remedies lawfully available, and Grantor shall pay Grantee its costs of enforcement, including reasonable attorney's fees, in the event that Grantor is determined judicially to have violated the terms of this Agreement.

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

12. Choice of Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue shall exclusively lie in the Circuit Court of Jasper County, Missouri.

13. Compliance with Law. Grantor shall comply with all federal, state, and local laws at all times.

14. Consequential Damages. In no event shall Grantee be liable to Grantor for special, indirect, or consequential damages.

15. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

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

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

18. Indemnification. Grantor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, including reasonable attorney's fees, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantee, its agents or employees, or Grantor, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

19. 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.

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

21. Termination. Grantee may terminate this Agreement upon the failure of Grantor to comply with the terms of this Agreement or any amendments thereto after ninety (90) days' notice by Grantee to Grantor.

22. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____ , 2023.

GRANTOR	**GRANTEE**
B.T.B. HOMES, LLC	CITY OF JOPLIN, MISSOURI
_____	_____
Bryce Benson	Nick Edwards, City Manager
	ATTEST:
	_____
	Holly Nagy, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared **Bryce Benson**, authorized representative and member of **B.T.B. Homes, LLC**, a Missouri limited liability company, personally known to me to be the person who executed the foregoing **Agreement for Out-of-Town Sewer Service** as Grantor and acknowledged to me that he executed the foregoing instrument as his free act and deed as authorized representative and member of **B.T.B. Homes, LLC**, a Missouri limited liability company.

IN TESTIMONY WHEREOF**,** I have subscribed my name and affixed my official seal in the city or county and State aforesaid, on the day and year above written.

_____
Notary Public

My Commission Expires:

EXHIBIT A

to the
AGREEMENT FOR OUT-OF-TOWN SEWER SERVICE

Legal Description of the Property

Source: Plat of the Property prepared by Stewart & Neece Land Surveying, Inc., dated 3-31-23

PROPERTY DESCRIPTION:

A part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and a part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and a part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) all in Section 29, Township 27, Range 33, Newton County, Missouri, being more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of said Section, Thence South 88 Degrees, 22 Minutes, 17 Seconds East 300.00 feet to the Point of Beginning, Thence continuing along said line South 88 Degrees, 22 Minutes, 17 Seconds East 301.80 feet, Thence North 01 Degrees, 58 Minutes, 48 Seconds East 391.72 feet, Thence South 88 Degrees, 01 Minutes, 12 Seconds East 151.19 feet to the centerline of Shoal Creek, Thence along the centerline of Shoal Creek South 78 Degrees, 06 Minutes, 58 Seconds East 41.80 feet, Thence containing along said centerline South 84 Degrees, 19 Minutes, 01 Seconds East 162.67 feet, Thence continuing along said centerline North 66 Degrees, 47 Minutes, 27 Seocnds East 58.37 feet, Thence continuing along said centerline North 77 Degrees, 51 Minutes, 13 Seconds East 115.75 feet, Thence continuing along said centerline North 78 Degrees, 22 Minutes, 40 Seconds East 199.84 feet, Thence South 01 Degrees, 54 Minutes, 29 Seconds West 496.74 feet to the Center of said Section, Thence South 87 Degrees, 56 Minutes, 41 Seconds East 633.25 feet to the West Right-of-way of Schifferdecker Avenue {A.K.A. Coyote Drive}, Thence along a curve to the right having a Radius of 592.95 feet with an Arc Length of 872.75 feet and a Chord Bearing and Distance of South 53 Degrees, 41 Minutes, 00 Seconds West 716.07 feet to the North Right-of-way line of Apricot Drive, Thence along said North Right-of-way line North 84 Degrees, 17 Minutes, 09 Seconds West 810.01 feet, Thence continuing along said North Right-of-way line along a curve to the left having a Radius of 1081.74 feet with an Arc Length of 539.97 feet with a Chord Bearing and Distance of South 81 Degrees, 24 Minutes, 50 Seconds West 534.38 feet to the East Right-of-way line of Canary Drive, Thence along said East Right-of-way line North 05 Degrees, 34 Minutes, 49 Seconds East 482.46 feet, Thence South 88 Degrees, 21 Minutes, 55 Seconds East 278.44 feet, Thence North 01 Degrees, 58 Minutes, 46 Seconds East 50.00 feet to the Point of Beginning, being subject to all easements, right-of-ways, and reservations of record, Containing 25.79 acres more or less.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 367, Building Regulations

MEETING DATE
October 16, 2023

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 320 N Sergeant Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 16, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 22, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on October 6, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$ 6,749.00
USA Demolition	$7,495.00
Big Johns	$9,829.00
B&D Yardbuilders	$10,500.00
Freeman Landworx	$11,130.00

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 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $6,749.00 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. 2023- 367, Photograph of Property, Bid Tabulation

CLOSING DATE:	**6-Oct-23**	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	**320 N Sergeant Ave.**

COMPANY	BIDS
B & D Yardbuilders	$10,500.00
Big John's Heavy Equipment	$9,829.00
Freeman's Landworx, LLC	$11,130.00
Nelson's Enterprises	$6,749.00
USA Demolition	$7,495.00


COUNCIL BILL 2023-367
320 N SERGEANT AVE
08/16/2023


08/16/2023


08/16/2023


08/16/2023

COUNCIL BILL NO. 2023-367 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 320 N Sergeant Ave. in the City of Joplin, Missouri, for Six Thousand Seven Hundred forty-nine dollars ($6,749.00); 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 Nelson Enterprises in the amount of Six Thousand Seven Hundred forty-nine dollars ($6,749.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 320 N Sergeant Ave.

Section 2. The contractor will be paid in case 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 320 N Sergeant Ave.

ALL OF LOT NUMBERED 130 IN WILSON & HUTTONS SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE REORDED PLAT THEROF.

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 the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 368, Building Regulations

MEETING DATE
October 16, 2023

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 1209 S Jackson Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 21, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 22, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on October 6, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$3,749.00
USA Demolition	$4,995.00
Big Johns	$7,650.00
B&D Yardbuilders	$4,900.00

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 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $3,749.00 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. 2023- 368, Photograph of Property, Bid Tabulation

CLOSING DATE:	6-Oct-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	1209 S Jackson Ave

COMPANY	BIDS
B & D Yardbuilders	$4,900.00
Big John's Heavy Equipment	$7,650.00
Freeman's Landworx, LLC	No Bid
Nelson's Enterprises	$3,749.00
USA Demolition	$4,995.00


COUNCIL BILL 2023-368
1209 S JACKSON AVE.
03/21/2023


03/21/2023


03/21/2023


03/21/2023

COUNCIL BILL NO. 2023-368 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1209 S Jackson Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); 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 Nelson Enterprises in the amount of Three Thousand Seven Hundred forty-nine dollars ($3,749.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1209 S Jackson Ave.

Section 2. The contractor will be paid in case 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 1209 S Jackson Ave.

ALL OF THE NORTH 33 1/3 FEET OF LOT NUMBERED ONE HUNDRED FIFTY-SEVEN (157) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE REORDED PLAT THEROF.

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 the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 369, Building Regulations

MEETING DATE
October 16, 2023

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 1202 S Murphy Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 21, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 22, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on October 6, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$3,999.00
USA Demolition	$4,200.00
Big Johns	$7,650.00
B&D Yardbuilders	$5,300.00
Freeman Landworx	$5,450.00

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 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $3,999.00 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. 2023- 369, Photograph of Property, Bid Tabulation

CLOSING DATE:	6-Oct-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	1202 S Murphy Ave

COMPANY	BIDS
B & D Yardbuilders	$5,300.00
Big John's Heavy Equipment	$7,650.00
Freeman's Landworx, LLC	$5,450.00
Nelson's Enterprises	$3,999.00
USA Demolition	$4,200.00


COUNCIL BILL 2023-369
1202 S MURPHY AVE.
03/21/2023


03/21/2023


03/21/2023


03/21/2023

COUNCIL BILL NO. 2023-369 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1202 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand Nine Hundred ninety-nine dollars ($3,999.00); 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 Nelson Enterprises in the amount of Three Thousand Nine Hundred ninety-nine dollars ($3,999.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1202 S Murphy Ave.

Section 2. The contractor will be paid in case 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 1202 S Murphy Ave.

ALL OF LOT NUMBERED TWO HUNDRED SIXTY (260) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE REORDED PLAT THEROF.

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 the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 370, Building Regulations

MEETING DATE
October 16, 2023

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 302 S Gray Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 15, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 22, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on October 6, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$3,749.00
USA Demolition	$3,900.00
Big Johns	$5,000.00
B&D Yardbuilders	$4,050.00
Freeman Landworx	$4,450.00

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 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $3,749.00 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. 2023- 370, Photograph of Property, Bid Tabulation


COUNCIL BILL 2023-370
302 S GRAY
03/15/2023


03/15/2023


03/15/2023


03/15/2023

CLOSING DATE:	6-Oct-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	302 S Gray Ave

COMPANY	BIDS
B & D Yardbuilders	$4,050.00
Big John's Heavy Equipment	$5,000.00
Freeman's Landworx, LLC	$4,450.00
Nelson's Enterprises	$3,749.00
USA Demolition	$3,900.00

COUNCIL BILL NO. 2023-370 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 302 S Gray Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); 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 Nelson Enterprises in the amount of Three Thousand Seven Hundred forty-nine dollars ($3,749.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 302 S Gray Ave.

Section 2. The contractor will be paid in case 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 302 S Gray Ave.

ALL OF LOT NUMBERED THIRTY-NINE (39) IN GRAY'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE REORDED PLAT THEROF.

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 the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 371, Building Regulations

MEETING DATE
October 16, 2023

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 304 S Gray Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 15, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 22, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on October 6, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$3,749.00
USA Demolition	$4,100.00
Big Johns	$5,000.00
B&D Yardbuilders	$4,050.00
Freeman Landworx	$4,450.00

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 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $3,749.00 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. 2023- 371, Photograph of Property, Bid Tabulation

CLOSING DATE:	6-Oct-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	304 S Gray Ave

COMPANY	BIDS
B & D Yardbuilders	$4,050.00
Big John's Heavy Equipment	$5,000.00
Freeman's Landworx, LLC	$4,450.00
Nelson's Enterprises	$3,749.00
USA Demolition	$4,100.00


COUNCIL BILL 3023-371
304 S GRAY
03/15/2023







COUNCIL BILL NO. 2023-371 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 304 S Gray Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); 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 Nelson Enterprises in the amount of Three Thousand Seven Hundred forty-nine dollars ($3,749.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 304 S Gray Ave.

Section 2. The contractor will be paid in case 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 304 S Gray Ave.

ALL OF LOT NUMBERED THIRTY-NINE (39) IN GRAY'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE REORDED PLAT THEROF.

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 the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 372, Building Regulations

MEETING DATE
October 16, 2023

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 4002 Duquesne Rd.

BACKGROUND
The above listed address was "tagged" as a dangerous building on February 7, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 22, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on October 6, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$6,300.00
Big Johns	$7,600.00
B&D Yardbuilders	$7,193.00
Freeman Landworx	$10,250.00

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 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $6,300.00 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. 2023- 372, Photograph of Property, Bid Tabulation

CLOSING DATE:	6-Oct-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	4002 Duquesne Rd.

COMPANY	BIDS
B & D Yardbuilders	$7,193.00
Big John's Heavy Equipment	$7,600.00
Freeman's Landworx, LLC	$10,250.00
Nelson's Enterprises	No Bid
USA Demolition	$6,300.00


COUNCIL BILL 2023-372
4002 DUQUESNE RD.
02/07/2023


02/07/2023


02/07/2023


02/07/2023

COUNCIL BILL NO. 2023-372 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 4002 Duquesne Rd. in the City of Joplin, Missouri, for Six Thousand Three Hundred dollars ($6,300.00); 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 USA Demolition in the amount of Six Thousand Three Hundred dollars ($6,300.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 4002 Duquesne Rd.

Section 2. The contractor will be paid in case 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 4002 Duquesne Rd.

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QURTER (NE1/4) OF THE SOUTHEST QUARTER (SE1/4 OD SECTION 19, TWONSHIP 27, RANGE 32, VILLAGE OF SILVERCREEK, NEWTON COUNTY, MISSOURI, THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) 254.0 FEET; THENSE NORTH 04.05' EAST 132.0 FEET; THENCE NORTH 03.35 FEET EAST 180.0 FEET THENCE EAST 199.65 FEET; THENCE NORTH 50.00 FEET TO THE POINT OF BEGINNING; THENCE WEST 199.65 FEET; THENCE NORTH100 FEET; THENCE EST 100.65 FEET; THENCE SOUTH 100 FEET TO THE POINT OF BEGINNING.

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 the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-455 – 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 16, 2023

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2023-455 Humane Society Animal Sheltering Agreement

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

SUMMARY
This Council Bill authorizes 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 animal involved in bite situations.

The Society has requested a 6.2% 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 the agreement is approximately $260,000.

The agreement period will be from November 1 2023 through October 31, 2024. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive (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.

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2023, 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 December 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 Thirty-Three and 00/100 ($28.69) 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 Ten and 29/100 ($10.29) dollars per animal.

(b) **Animal Sheltering Fee** of Nine and 66/100 ($9.66) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Eighteen and 56/100 ($18.56) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Fourteen and 64/100 ($14.64) dollars per animal.

(e) **Cremation Fee** of Eighteen and 75/100 ($18.75) Dollars or .63/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 Six and 21/100 ($6.21) 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 2023 and continue until October 31, 2024. 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 _____ 2023

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Nicholas Edwards City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2023-455 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 2022 did receive 3,235 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 16th day of October, 2023.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-456 – approving a 6.2% CPI increase to the fee schedule charged to the City of Joplin (City).

MEETING DATE
October 16, 2023

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2023-456 Council Bill

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

SUMMARY
This Council Bill authorizes a 6.2% 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 contracted 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 $31.07 to $33.00
- Animal Intake and Tracking Fee $9.69 to $10.29
- The per day care charge for impoundment for dogs or cats $9.10 to $9.66
- The per day quarantine charge for dogs and cats $17.48 to $18.56
- Animal euthanasia fee $13.79 to $14.64
- Animal cremation fee $17.66 to $18.75
- Small animal cremation fee $5.85 to $6.21

The fees would become effective November 1, 2023

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. 2023-456 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 the 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	$10.29
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$9.66
(3) Quarantine Fee for each day or fraction thereof	$18.56
(4) Euthanasia Fee	$14.64
(5) Cremation Fee	$18.75
(6) Small Animal Cremation Fee	$6.21
(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 be effective November 1, 2023.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th day of October, 2023.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-517 – Approving an agreement for audit services with Allen, Gibbs & Houlik, L.C. (AGH) for the 2023 fiscal year with options for the following four years.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-517 Ordinance; Exhibit "A" Audit Agreement; RFP for Professional Auditing Services; AGH's Bid Response; Bid Tab and Comments

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Audit Services Agreement for the audit of the City's general-purpose financial statements, the Single Audit, the Police and Fire Pension Audit, and the Joplin Regional Airport's Passenger Facility Charge (PFC) Program for the fiscal year ended October 31, 2023. The cost for the first year is $87,000.00. The Agreement is renewable, at the City's option, for each of the four (4) subsequent years.

BACKGROUND
Section §2.14 of the City Charter requires an annual audit of the financial statements of the City government by a certified public accountant or firm of certified public accountants. Hood and Associates, previously Cochran Head Vick & Co., P.C., had audited the City of Joplin records for the past eighteen years. Prior to that time period, KPMG audited the City of Joplin records for nine years.

On August 18, 2023, the City developed a "Request for Proposal" (RFP) for Professional Auditing Services which was sent to six Certified Public Accounting firms. A legal notice for "Professional Auditing Services" was published in the Joplin Globe inviting proposals from qualified organizations to provide auditing services to the City and it was posted on the City's website. Two firms responded by the due date to this RFP, Hood and Associates, as well as AGH. After reviewing the proposals, these two bids were found to be conforming bids.

The bids were analyzed separately by three Finance Department staff members and the ratings were averaged based on a combination of technical qualifications and cost. The total proposed five-year fee for Hood and Associates is $101,680.00, while AGH's five-year fee is $103,250.00. AGH's total score is 291, while Hood's is 290. As such, the recommendation is to advance a contract with AGH for the City's professional auditing services.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

ADDRESS & PHONE OF CITY

City of Joplin
Finance Department
602 South Main Street
Joplin, MO 64801
417-624-0820 ext. 1251

NAME, ADDRESS & PHONE OF

Allen, Gibbs & Houlik, L.C. (AGH)
10801 Mastin, Suite 250
Overland Park, KS 66210

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main Street, Joplin, Missouri and Allen, Gibbs & Houlik, L.C. (AGH) hereinafter referred to as the "Auditor."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Auditor to render certain services hereinafter described in Request For Proposal **2023-RFP-08** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Auditor submitted a proposal dated September 14, 2023, which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Auditor has become the lowest and best Offeror for performing the services;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Auditor and the Auditor agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit B.

2. The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Auditor in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit B, which is for the 2023 fiscal year. The City has

the option to renew the contract for the subsequent four (4) years.

3. The City agrees to pay the Auditor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor. For the 2023 fiscal year, the fee shall be $72,000.00 for the ACFR, $750.00 for the PFC Audit, $7,750.00 for the Pension Plan Audit. The fee for the A-133 Single Audit shall be based upon the major programs. However, for two major programs, the fee shall be $6,500.00 for 2023.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Auditor shall fully coordinate its activities in the performance of the contract with the activities of the City.

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

7. **Termination**: If, through any cause, the Auditor shall fail to fulfill in timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Auditor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Auditor.

8. **Assignment**: The Auditor 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 Auditor from the City under this contract may

be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Auditor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Auditor without prior written approval of the City unless required by law, subpoena or professional standard.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Finance Department. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Auditor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Auditor is cautioned that his proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Auditor agrees and understands that the City of Joplin's Agreement to the Contract may be predicated,

in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Auditor's proposal. Therefore, the Auditor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Auditor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employees/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 Contributions 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 is has a full opportunity to find other business, that is 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.

15. The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workmen Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Auditors:** If the Auditor is a foreign corporation or non-resident Auditor, it is agreed that the Auditor shall procure and maintain during the life of this contract:

    A. 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 RSMo.

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

17. **Nondiscrimination:** The Auditor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Auditor or applicant for employment and shall include a similar

provision in all subcontracts let or awarded hereunder.

18. Auditor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Auditor further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Auditor's Responsibility for Subcontractors:** It is further agreed that Auditor 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. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Auditor the same power regarding termination of any subcontract as the City may exercise over Auditor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

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

(A) In no event shall the City, its agents and employees, be liable to the Auditor 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, its agents and employees, shall be limited to the amount of money to be paid or received by the City under this contract.

(B) The Auditor shall defend, indemnify, and hold the City, its agents and employees, harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by the Auditor arising out of or in any way connected with this contract. Auditor further agrees to defend, indemnify, and hold the City, its agents and employees, harmless from and against any claims, losses, and liabilities arising out of the award of this contract to the Auditor.

(C) The Auditor assumes full responsibility for relations with Subcontractors, and shall defend, indemnify and save harmless the City, its agents and employees, from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent, or otherwise) on the part of the City, its agents or employees.

(D) The Auditor shall indemnify and hold the City, its agents and employees, harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards act or any other federal or state law.

21. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in RSMo. Chapter 105 shall not be violated.

22. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

23. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

24. **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.

25. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Finance Department, 602 South Main Street, Joplin, Missouri, 64801 and the Auditor at 10801 Mastin, Suite 250, Overland Park, KS 66210. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF JOPLIN, MISSOURI

By:_____

Nicholas Edwards, City Manager

AUDITOR

Allen, Gibbs & Houlick, L.C. (AGH)
Company Name

By:_____
Signature

Name: Jonathan Nibarger
Print or type

Title: Vice President, Assurance Services

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

ATTEST:

_____
Holly Nagy, City Clerk

Request for Proposal #2023-RFP-08

Professional Auditing Services

City of Joplin, MO

AUGUST 18, 2023

CITY OF JOPLIN, MISSOURI
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL #2023-RFP-08

Proposals are invited from qualified organizations. Please submit your offer and proposal for the goods/services specified herein. Your reply shall be submitted in a sealed envelope, unless otherwise directed, **prior to the time specified to the Finance Department, 602 South Main Street, Joplin, MO, 64801** with Request for Proposal number and time of opening in lower left-hand corner of envelope.

Date: August 18, 2023

Buyer: Leslie Haase, Finance Director

Buyer Phone: 417-624-0820 ext. 1251

Proposals Accepted Until: September 14, 2023 2:00 pm

The City of Joplin, Missouri invites proposals from qualified organizations to provide **Professional Auditing Services**.

Proposals will be accepted until September 14, 2023, 2:00 pm CST at the office of the Finance Director, 602 South Main Street, Joplin MO 64801.

The successful Offeror shall enter into an agreement in a form substantially similar to the City's Form of Agreement; such Agreement shall embody the requirements and terms and conditions of the Request For Proposal and the Offeror's proposal as accepted by the City.

REQUEST FOR PROPOSAL #2023-RFP-08
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CITY OF JOPLIN, MISSOURI
REQUEST FOR PROPOSAL#2023-RFP-08
PART ONE - GENERAL INFORMATION
PROFESSIONAL AUDITING SERVICES

1.0 CONTENTS OF THIS REQUEST FOR PROPOSALS

This document consists of the following sections, which are arranged to assist in reviewing and understanding the City's requirements:

- Cover
- Part One: General Information
- Part Two: Scope of Work
- Part Three: Description of the Government
- Part Four: Time Requirements
- Part Five: Assistance to be Provided to the Auditor and Report Preparation
- Part Six: Submission of Proposals/Instructions to Offerors
- Part Seven: Evaluation Procedures
- Appendix A: Municipal Officials
- Appendix B: Offer and Schedule of Professional Fees and Expenses for the Audit of the 2023 Financial Statements
- Appendix C: Special Provisions
- Appendix D: City's Standard Form of Contract

2.0 INTRODUCTION

2.1 As required by Section 2.14 of the City Charter, the City of Joplin, Missouri (the City) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending October 31, 2023 with the option, if exercised by the City, of auditing its financial statements for each of the four (4) subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits by *Government Auditing Standards*, issued by the Comptroller General of the United States, and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

2.2 To be considered, all interested firms must submit **one (1) master copy (so marked) and two (2) copies to Leslie Haase, Finance Director at 602 South Main Street, Joplin, Missouri 64801, by 2:00 P.M. CST September 14, 2023.** The City reserves the right to reject any or all proposals submitted, or parts thereof. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2.3 Proposals submitted will be evaluated by a three (3) member Audit Selection Committee selected by the Director of Finance, consisting of various Finance personnel.

2.4 During the evaluation process, the Audit Selection Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions. At the discretion of the Audit Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

2.5 The City reserves the right to retain all proposals submitted and to use any ideas in a

proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. Specific details of all proposals become public information upon their receipt and acceptance by the City.

2.6 It is anticipated the selection of a firm will be completed by September 30, 2023. Following the notification of the selected firm, it is expected a contract will be executed between both parties in October of 2023.

2.7 It is the intent and purpose of the City that the request for proposal provides fair and equal opportunity to each Offeror to submit competitive proposals. It shall be the Offeror's responsibility to advise the City, at least ten (10) days prior to the proposal date, of any language or requirements of this Request For Proposal, which unreasonably limit the ability of the Offeror to respond.

2.8 All information required from the Offeror by the Request for Proposal must be provided; otherwise the Offeror's proposal may be rejected as non-responsive.

3.0 TERM OF CONTRACT

An initial one-year contract is contemplated, providing for annual renewals solely at the City's option, for up to four (4) subsequent years, based upon the review and recommendation of the Audit Selection Committee and the annual availability of appropriations for the contract.

4.0 SCOPE OF WORK

The scope of work is contained herein as Part Two - Scope of Work.

CITY OF JOPLIN, MISSOURI
REQUEST FOR PROPOSAL#2023-RFP-08
PART TWO - SCOPE OF WORK
PROFESSIONAL AUDITING SERVICES

1.0 GENERAL INFORMATION

1.1 This section sets forth the minimum requirements and standards to be met by the independent auditor in completion of the audit of the City's financial statements for the contract period.

1.2 The auditor shall provide at least the minimum services described herein, but the services provided by the auditor shall include all services offered by the auditor in its proposal and shall not be limited by this Scope of Work.

2.0 SCOPE OF WORK TO BE PERFORMED

2.1 The auditor shall express an opinion on the fair presentation of the City's financial statements for its governmental activities, business-type activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information, in conformity with generally accepted accounting principles.

2.2 The auditor is not required to audit the combining and individual fund and account group financial statements and supporting schedules or schedule of expenditures of federal awards. However, the auditor shall provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the introductory or statistical sections of the report.

2.3 The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

2.4 The auditor is expected to draft the financial statements and print the Annual Comprehensive Financial Report, as well as the A-133 Single Audit.

2.5 The auditor is expected to draft a separate report on the City of Joplin’s Passenger Facility Charge.

2.6 The auditor is expected to draft a separate report on the City of Joplin’s Police and Fire Pension Plan.

3.0 AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth by *Government Auditing Standards*, issued by the Comptroller General of the United States, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

4.0 DELIVERABLES

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue and deliver:

4.1 A report of independent auditors on the fair presentation of the basic financial statements in

conformity with generally accepted accounting principles. This report shall also include an "in-relation-to" report on the combining and individual fund financial statements.

4.1.1 A separate report on the City of Joplin's Passenger Facility Charge.
4.1.2 A separate report on the City of Joplin's Police and Fire Pension Plan.

4.2 A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.

4.3 A report on the auditors' consideration of internal control and compliance and any other reports required by *Government Auditing Standards*.

4.4 A report on the auditors' internal control and compliance over federal awards and any other reports required by OMB Circular A-133.

4.5 Significant deficiencies and material weaknesses discovered by the auditors shall be reported in a separate management letter addressed to the Mayor and City Council of the City of Joplin, which shall be referred to in the reports on internal controls. These nonreportable conditions shall be discussed with the Director of Finance prior to inclusion in the management letter.

4.6 Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Manager, the Director of Finance, the City Council and grantor agencies as applicable.

4.7 Auditors shall assure themselves that the City Council is informed in writing of each of the matters described in SAS No. 61.

5.0 SPECIAL CONSIDERATIONS

5.1 The financial statements of the Joplin Sports Authority (JSA) of Joplin, Missouri will be audited by other auditors and shall be included as a discretely presented component unit in the City's financial statements. It is anticipated that the auditor will not be required to provide special assistance to the Joplin Sports Authority's auditors and that the opinion on the City's basic financial statements, insofar as it relates to the amounts included for the Joplin Sports Authority component unit, shall be based solely on the report of the other auditors.

5.2 The City will submit its annual comprehensive financial report to the Government Finance Officers Association of the United States and Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program. The auditor shall be required to provide assistance as needed to the City to continue to meet the requirements of the program.

5.3 The City may prepare one or more official statements in connection with the sale of debt securities, which may contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor, bond counsel and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

Should the City request the auditor to issue a "consent and citation of expertise" and any "comfort letters", the City will pay the additional cost incurred by the auditor at the fee rates specified in the Offer and Schedule of Fees for Additional Services, as shown in Appendix C, Part 4 of 7. The City will require the auditor to provide a firm "not to exceed" estimate for such additional work prior to the start of additional work.

5.4 The schedule of expenditures of federal awards and related auditor's report, as well as the

reports on the internal control structure and compliance, are not to be included in the Annual Comprehensive Financial Report, but shall be issued separately.

5.5 The City's most recent financial statement audit revealed no material weaknesses or significant deficiencies. It did not reveal any material instances of noncompliance with applicable laws, regulations, contracts or grants.

5.6 Management believes similar conditions will continue to exist for the fiscal year ending October 31, 2023.

5.7 The City has implemented all applicable GASB standards in a timely manner.

6.0 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

6.1 All working papers and reports shall be retained, at the auditor's expense, for a minimum of six (6) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor shall make working papers available, upon request, to the following parties or their designees:

- The City of Joplin, Missouri (the City)
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments, or by the City as part of an audit quality review process
- Auditors of entities of which the City is a subrecipient of grant funds

6.2 In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

7.0 TIME REQUIREMENTS

Time requirements for the engagement are contained herein as Part Four -Time Requirements.

8.0 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

Details of assistance to be provided by City personnel and report preparation are discussed in Part Five - Assistance to be Provided to the Auditor and Report Preparation, contained herein.

1.0 NAME OF CONTACT PERSONS/ORGANIZATIONAL CHART/LIST OF MUNICIPAL OFFICIALS

1.1 The auditor's principal contact with the City will be the Director of Finance, or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

1.2 A list of municipal officials (Appendix A) and the City's organizational chart are included in this Request For Proposal.

2.0 BACKGROUND INFORMATION

2.1 The City of Joplin, Missouri serves an area of 40.25 square miles with a population of nearly 52,000 and a daytime population of 250,000. The City's current fiscal year began on November 1, 2022 and ends on October 31, 2023. The Joplin Public Library and the Joplin Sports Authority component units are also on an October 31st fiscal year end.

2.2 The City provides the full range of services normally associated with a municipality, including police and fire protection, public works operations, enforcement of building and sanitary codes, planning and zoning activities, health and welfare services, parks and other recreational facilities, and other general administrative services.

2.3 The City maintains the sewerage disposal systems, the Joplin Regional Airport, and the municipal golf course.

2.4 The City's total payroll, for the year ended October 31, 2023, is an estimated $40 million covering approximately 615 full-time employees. The City's 2023-24 proposed budget is approximately $179.2 million.

2.5 The City is organized into 15 departments, many of which operate from remote locations. Some of the more significant of these remote locations are the Joplin Regional Airport, the Parks and Recreation Department, the Wastewater Treatment Plants and the Health Department. The City's general accounting and financial reporting functions are centralized.

2.6 The total debt of the City is comprised of one EIERA Bonds for the Turkey Creek Wastewater Treatment Plant.

2.7 The City fully implemented GASB 34 in the fiscal year ending October 31, 2007, including all infrastructure requirements. The City has implemented all applicable GASB standards.

3.0 FUND STRUCTURE

The City uses the following fund types in its financial reporting:

Fund Type/Account Group	Number of Individual Funds	Number with Legally Adopted Annual Budgets
General fund	1	1
Special revenue funds	13	13
Debt service funds	1	0
Capital projects funds	3	3
Enterprise funds	3	3
Internal service funds	5	5
Fiduciary funds	2	0
Permanent funds	2	0

In fiscal year 2022, the City of Joplin's major governmental funds were the general fund, the parks/storm water sales tax fund, the transportation sales tax fund, the capital improvement sales tax fund, the public safety sales tax fund, the police and fire pension sales tax fund, and the ARPA fund. The City of Joplin's major proprietary funds were the airport fund and the sanitary sewer fund.

4.0 BUDGETARY BASIS OF ACCOUNTING

The City operates on a program performance budget system and prepares its general and special revenue fund budgets on a basis consistent with generally accepted accounting principles, except that encumbrances are included with appropriations when the annual budget is established.

5.0 FEDERAL AWARDS

5.1 During the fiscal year ended October 31, 2022, the City received approximately $6.8 million in federal awards, either directly or passed through various state agencies.

5.2 An increase in federal expenditures is anticipated in future years as the City has received in excess of $43 million in grant awards to be expended by 2026.

6.0 PENSION PLANS

6.1 The City participates in the following pension plans:

- The Policemen's and Firemen's Retirement Fund, a single-employer, defined benefit pension plan, which was closed to new members in 2020
- Missouri Local Government Employees Retirement System (LAGERS), an agent multiple-employer PERS

6.2 The City also makes contributions to the federal social security retirement system, primarily for its non-police and non-fire employees.

6.3 Actuarial services for The Policemen's and Firemen's Retirement Fund are provided by Gabriel, Roeder, Smith & Company.

7.0 THE FINANCIAL REPORTING ENTITY AND COMPONENT UNITS

7.1 The financial reporting entity is defined in conformity with generally accepted accounting principles as prescribed by Governmental Accounting Standards Board Statement No. 14, *The Financial Reporting Entity*.

The financial statements present data for all departments and funds of the City, including all boards and commissions (the primary government) and component units, entities for which the City is considered to be financially accountable. Discretely presented component units are included within the City's financial statements.

7.2 Discretely presented component units are presented separately to emphasize that they are legally separate from the primary government. The Joplin Public Library and the Joplin Sports Authority are considered discretely presented component units of the government for financial reporting purposes.

7.3 All component units operate on an October 31 fiscal year.

8.0 MAGNITUDE OF FINANCE OPERATIONS

8.1 The Finance Department is headed by the Director of Finance and consists of a total of fifteen (15) employees.

8.2 The Finance Department personnel are as shown below:

Financial Administration -

Director of Finance	1
Assistant Director of Finance	1
Financial Analyst	1
Accountant	2
Accounting Specialist	5
Utility Billing Supervisor	1
Accounting Specialists-Utility Billing	4

9.0 COMPUTER SYSTEMS

9.1 The City's computer systems are centralized, hosted, iSeries Power I computer system for Public Administration applications. Each networked user can be granted access to these systems by the Information Technology Department upon request of the Department Head or their designee. The iSeries utilizes software authored by Superion, LLC. The City’s Financial System is co-located in 2 geo-diverse locations for redundancy.

9.2 The City’s Financial accounting data is maintained on Superion, LLC. Financials, version 9.1.23.1 operating under IBM OS/400, Version 7, Release 4, Mod 0 operating system.

9.3 The major components for Financial Data include:

- GMBA

- Fixed Assets
- Accounts Receivable
- Business Licenses
- Cash Receipts
- Purchasing/Inventory
- Payroll

9.4 The City's computer network includes 538 workstations utilizing various applications. These workstations utilize the Windows 10 Professional operating system and Microsoft Office 365 suite of applications. There are 99 FZ55 Panasonic Toughbook laptops utilizing Windows 10 Professional for Public Safety. All of the Public Safety applications are housed on IBM/Lenovo xSERIES servers. These servers are operating software authored by Superion, LLC., and known as OneSolution software for Public Safety. Additionally, there are approximately 24 total xSERIES servers in use for other, various City functions.

10.0 INTERNAL AUDIT FUNCTION

The City currently has no formal internal financial audit function. However, certain operational areas may be examined on an as needed basis utilizing existing Finance staff.

11.0 AVAILABILITY OF PRIOR AUDIT REPORTS AND OTHER INFORMATION

Interested Offerors who wish to review the prior year's Annual Comprehensive Financial Report and Circular A-133 Single audit are directed to copies attached with this Request for Proposal. Those desiring further information shall contact Leslie Haase, Finance Director, 602 South Main Street, Joplin, Missouri 64801, Telephone (417) 624-0820, ext. 1251. If it is possible to supply the information requested, this information will be supplied to all firms that are emailed this Request for Proposal.

1.0 SCHEDULE FOR THE 2023 FISCAL YEAR AUDIT (A similar schedule will be developed for audits of future fiscal years if the City exercises its option for additional audits.)

The auditor shall complete each of the following no later than the dates indicated.

1.1 **Interim Work**

The auditor shall complete any required interim work during the month of December 2023.

1.2 **Detailed Audit Plan**

The auditor shall provide the City by December 1, 2023, both a detailed audit plan and a list of all schedules to be prepared by the City.

1.3 **Date Final Field Work May Commence**

The City shall have all records ready for final audit and all management personnel available to meet with the firm's personnel on January 26, 2024. The auditor shall complete all final fieldwork by February 23, 2024.

1.4 **Draft Reports**

1.4.1 The auditors shall have a draft of the Annual Comprehensive Financial Report prepared for review by the City by March 8, 2024. Revisions to this draft will be made by City staff as needed. Final recommendations, revisions and suggestions for improvement to this draft shall be completed by March 18, 2024.

1.4.2 Once all issues for discussion are resolved, the final signed auditor's opinion shall be delivered to the Director of Finance. It is anticipated that this process will be completed and the final report distributed no later than April 12, 2024.

1.4.3 The auditor shall have drafts of the Federal Circular A-133 financial report prepared for review by the City by March 8, 2024, with the final report to be ready for distribution by April 12, 2024. Revisions to this draft will be made by City staff by March 18, 2024.

1.4.4 Recommendations to management shall be available for review with the Director of Finance by March 1, 2023.

2.0 ENTRANCE CONFERENCES, PROGRESS REPORTING AND EXIT CONFERENCES (A similar procedure shall be followed for audits of future fiscal years if the City exercises its option for additional audits.)

At a minimum, the following conferences shall be held:

2.1 An entrance conference with Director of Finance shall be held at the start of both interim and final fieldwork.

2.2 Progress reporting shall be made to the Director of Finance as deemed necessary during both interim and final fieldwork. These progress reports shall include, but not be limited to, discussions on the progress of the audit, any problems encountered and resolution of audit issues.

2.3 An exit conference with the Director of Finance shall be scheduled at the end of fieldwork to summarize the results of fieldwork and to review significant findings, including proposed management letter comments. A meeting shall also be scheduled, following this exit conference, with the City Manager to provide a brief overview of audit results.

2.4 A presentation by the auditor to the City Council of the audit results and A-133 Single Audi findings shall be scheduled when the final report is complete.

1.0 FINANCE DEPARTMENT AND CLERICAL ASSISTANCE

Staff from the finance department will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City. In addition, clerical support will be made available to the auditor as needed for the preparation of routine letters and memoranda.

2.0 OTHER STAFF ASSISTANCE

The City shall make available, on an as needed basis throughout the audit, (1) Finance Director, (2) Assistant Finance Director, (3) Accountant and (4) Accounting Specialist to assist the firm by providing information, documentation and explanations. These individuals will also prepare all working papers requested by the auditor, in accordance with Part Four, Paragraph 3.2.

3.0 ELECTRONIC DATA PROCESSING (EDP) ASSISTANCE

3.1 EDP personnel shall be available to assist the auditor with preparation of EDP reports for purposes of audit testing from the City's accounting data.

3.2 EDP personnel will also be available to provide systems documentation and explanations. The auditor will not be provided computer time and the use of the City's computer hardware and software.

4.0 STATEMENTS AND SCHEDULES TO BE PREPARED BY THE STAFF OF THE CITY

4.1 City staff shall prepare the introductory section, all required supplementary schedules and the statistical table data for inclusion in the Annual Comprehensive Financial Report. Assistance may be requested by the City in preparation of statements or disclosures required by new GASB pronouncements.

4.2 In addition, City staff shall prepare the schedule of expenditures of federal awards for use in completion of the Circular A-133 Single audit by January 26, 2023.

5.0 FACILITIES FOR STAFF

The City shall provide the auditor with a reasonable work area, which includes a conference table and chairs. The auditor shall also be provided with access to one (1) telephone line within the work area, and photocopying facilities and fax machines, along with wi-fi access within an adjacent area.

6.0 REPORT PREPARATION

Preparation, editing and printing of the Annual Comprehensive Financial Report shall be the responsibility of the auditor. Upon being provided the schedule of federal financial assistance, it shall be the auditor's responsibility to prepare, edit and print the Circular A-133 Single Audit financial report. The City shall:

* Designate a qualified management-level individual to be responsible and accountable for overseeing the drafting of the financial statements.

* Establish and monitor the performance of the engagement to ensure that it meets management's objectives.

* Make any decisions that involve management functions related to the engagement and accept full responsibility for such decisions.

* Evaluate the adequacy of the financial statements and notes.

CITY OF JOPLIN, MISSOURI
REQUEST FOR PROPOSAL #2023-RFP-08
PART SIX - SUBMISSION OF PROPOSALS/INSTRUCTIONS TO OFFERORS
PROFESSIONAL AUDIT SERVICES

1.0 GENERAL INSTRUCTIONS

1.1 The Offeror is strongly encouraged to thoroughly review the entire Request for Proposal. Failure to do so could result in improper submittal and rejection of offer. All proposals will be reviewed for compliance with the submission requirements contained in this section and responsiveness to the minimum requirements in Part Two - Scope of Work.

1.2 **Inquiries**

Inquiries concerning the Request For Proposal must be made in writing to:

Leslie Haase, Finance Director
602 South Main Street
Joplin, Missouri 64801

If it is possible to supply the information requested, that information will be supplied to all firms that are mailed this Request for Proposal.

1.3 **Submission of Proposals**

The following material is required to be received by 2:00 P.M. CST, September 14, 2023 for a proposal to be considered:

1.3.1 A master copy (so marked) of a Technical Proposal and two (2) copies, to include the following:

I. **Title Page:** Title page showing the Request For Proposal's subject; the firm's complete legal name; the name, address and telephone number of a contact person, and the date of the proposal.

II. **Table of Contents**

III. **Transmittal Letter:** A signed letter of transmittal briefly stating the Offeror's understanding of the work to be done, a commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days after the date and time set for receipt.

IV. **Detailed Proposal**: The method by which the detailed proposal is organized is left to the discretion of the Offeror. However, the detailed proposal shall include a discussion of all items set forth in Part Six, Paragraph 2.0 of this request for proposals. ***It is suggested that the Offeror respond to each paragraph in Part Two, Part Four and Part Five of this Request for Proposal, and identify responses by paragraph number.*** Also, offeror shall include a list of references with name of entity, type of audit, contact name and telephone number.

V. **Certificates of Insurance:** The successful bidder must have the ability and commit to provide the City with a Certificate of Insurance for your Professional Liability and Errors and Omissions insurance.

VI. A schedule of fees and expenses included in a separate envelope with the sealed bid.

1.3.2 The Offeror shall submit an original and two (2) copies of a dollar cost bid in a separate sealed envelope marked as follows:

SEALED OFFER, RFP #2023-RFP-08
FOR CITY OF JOPLIN, MISSOURI
PROFESSIONAL AUDITING SERVICES
DO NOT OPEN BEFORE 2:00 P.M. CST, September 14, 2023

1.3.3 Offerors shall send the completed proposal, consisting of the two separate envelopes, to the following address:

CITY OF JOPLIN, MISSOURI
LESLIE HAASE, FINANCE DIRECTOR
602 SOUTH MAIN STREET
JOPLIN, MISSOURI 64801

2.0 TECHNICAL PROPOSAL

2.1 General Instructions

2.1.1 The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It shall also specify an audit approach that will meet the requirements of this Request for Proposal.

THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

2.1.2 The technical proposal shall address all the points outlined in the request for proposals (excluding any cost information which shall only be included in the sealed dollar cost bid). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Request for Proposal. While additional pertinent narrative or data may be presented, the following subjects, items Nos. 2.2 through 2.10, must be included. They represent the criteria against which the proposal will be evaluated.

2.2 Independence

2.2.1 The firm shall provide an affirmative statement that it is independent of the City of Joplin, Missouri as defined by generally accepted auditing standards and *Government Auditing Standards*, as issued by the Comptroller General of the United States.

2.2.2 The firm also shall provide an affirmative statement that it is independent of all of the component units of the City of Joplin, Missouri, as defined by those same standards.

2.2.3 The firm shall also list and describe the firm's professional relationships involving the City or any of its agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

2.2.4 In addition, the firm shall give the City written notice of any professional relationships entered into during the period of this agreement.

2.3 **License to Practice in the State of Missouri**

An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Missouri.

2.4 **Firm Qualifications and Experience**

2.4.1 The proposal shall state:

- the size of the firm
- the size of the firm's governmental audit staff
- the location of the practice office from which the work on this engagement is to be performed
- the names and titles of the professional staff to be assigned to this engagement, either on a full-time or part-time basis

2.4.2 The firm shall also submit a copy of the report on its most recent external quality control review and letter of comments, with a statement whether that quality control review included a review of specific government engagements.

2.4.3 The firm shall also provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.

2.4.4 The proposal shall describe all pending or settled litigation during the past five (5) years involving the assigned practice office.

2.5 **Partner, Supervisory and Staff Qualifications and Experience**

2.5.1 The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, other supervisors and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Missouri. The firm also shall provide information on the government auditing experience of each person identified including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

2.5.2 The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

2.5.3 Describe any other experience, which is deemed to be relevant to completion of the proposed engagement.

2.6 **Similar Engagements with Other Government Entities**

2.6.1 For the firm's office that will be assigned responsibility for the audit, list the most significant municipal organization engagements performed in the last five (5) years that are similar to the engagement described in this Request for Proposal.

The engagements shall be ranked on the basis of total staff hours. Indicate the scope of work, date, population of municipality, engagement partners, total hours, whether the municipality received the GFOA Certificate of Achievement, and the name and telephone number of the principal client contact.

2.6.2 The firm shall also identify the most significant Circular A-133 Single audit engagements performed by the proposed practice office in the last five years that are similar to the engagement described in this request for proposals.

Indicate the date, magnitude of grant dollars involved, and the name and telephone number of the principal client contact.

2.7 **Specific Audit Approach**

2.7.1 The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Part Two - Scope of Work of this request for proposals. In developing the work plan, reference should be made to such sources of information as the City's budget, Annual Comprehensive Financial Report and related materials, organizational charts, and financial and other management information systems.

2.7.2 Offerors shall provide the following information on their audit approach:

- Proposed segmentation of the engagement
- Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement
- A description of the extent to which statistical sampling techniques are to be used in the engagement
- A description of the extent to which computer-assisted auditing procedures will be used in the engagement
- Approach to be taken to gain and document an understanding of the City's internal control structure
- Approach to be taken in determining laws and regulations that will be subject to audit test work

- Approach to be taken in drawing audit samples for purposes of tests of compliance

- An explanation of the firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them.

- An explanation of your firm's procedures for technical review of audit reports prior to issuance. This discussion shall identify key personnel involved in technical review, their qualifications and whether they are independent of personnel assigned to the audit engagement.

- Identify the firm's general approach regarding subsequent years' audit engagements, should the City exercise this option.

- Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

2.8 **Identification of Anticipated Potential Audit Problems**

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

2.9 **Report Format**

The proposal shall identify any anticipated problems the firm may have with the financial statement formats contained within the City's Annual Comprehensive Financial Report for the year ended October 31, 2023.

2.10 **Other Information**

2.10.1 **Staff Education and Development**: The proposal shall identify the firm's policies and practices regarding staff education and development.

2.10.2 **Staff Turnover**: Describe the proposed practice office's history of staff turnover at all staff levels during the past three (3) years.

2.10.3 **Rotation Policy**: Describe the firm's policy regarding rotation of seniors, managers and/or partners, if such a policy exists.

2.10.4 **Policy Regarding Use of Minority Firms**: Describe the firm's policy, if such a policy exists, regarding the use of minority firms in completion of the engagement.

NO DOLLAR UNITS OR TOTAL COSTS SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT - THESE COSTS SHALL ONLY BE INCLUDED IN THE SEALED DOLLAR COST BID, AS DISCUSSED IN PARAGRAPH 3.0.

3.0 SEALED DOLLAR COST BID

3.1 **Total All-Inclusive Maximum Price**

3.1.1 The sealed dollar cost bid shall contain all pricing information relative to performing the

audit engagement as described in this Request for Proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.

3.1.2 The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs shall not be included in the proposal.

3.1.3 The first page of the sealed dollar cost bid shall include the following information:

- Name of Firm
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City of Joplin, Missouri.
- A Total All-Inclusive Maximum Price for the 2023 engagement.

3.2 **Rates by Partner, Manager, Senior, Other Supervisory and Staff Level Times and Hours Anticipated for Each**

3.2.1 The second page of the sealed dollar cost bid shall include an offer and a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C, Part 1), that supports the total all-inclusive maximum price. The cost of special services described in Part Two, Paragraph 5.0 of this Request for Proposal shall be disclosed as separate components of the total all-inclusive maximum price.

3.3 **Out-of-Pocket Expenses Included in the Total All-inclusive Maximum Price**

3.3.1 All estimated out-of-pocket expenses shall be presented in the sealed dollar cost bid.

3.4 **Rates for Additional Professional Services**

3.4.1 An offer and schedule of professional fees, presented in the format provided in Appendix C, Part 2, shall be included in the sealed dollar cost bid and shall include the total all-inclusive maximum price for subsequent years' engagements, should the City exercise this option, for fiscal years 2023 through 2027.

3.5 **Rates for Additional Professional Services**

3.5.1 Should it become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Fees for any such additional work shall be set forth in the offer and schedule of professional fees included in the sealed dollar cost bid in the format provided in the attachment (Appendix C, Part 3). Bidders may indicate the additional cost for increases in the number of major programs in the OMB Circular A-133 Single audit.

3.6 **Offeror Guarantees and Warranties**

The Offeror shall include guarantees and warranties as set forth in Appendix C, Parts 4 and 5.

3.7 **Debarment, Suspension, Ineligibility and Voluntary Exclusion Form**

The Offeror must also sign and return the certification form regarding debarment, suspension, ineligibility and voluntary exclusion required by the U. S. Department of Labor, as set forth in Appendix E.

3.8 **Manner of Payment**

3.8.1 Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month.

3.8.2 Payments shall be made to auditor within fifteen (15) working days following submission of proper invoice to the Director of Finance.

3.8.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this request for proposals.

1.0 AUDIT SELECTION COMMITTEE

Proposals submitted will be evaluated by a three (3) member Audit Selection Committee selected by the Director of Finance, consisting of various Finance personnel. The Audit Selection Committee will make its recommendation to the City Council based on its review and scoring of the proposals.

2.0 REVIEW OF PROPOSALS

2.1 The Audit Selection Committee will use a point formula during the review process to score proposals. Each member of the Audit Selection Committee will first score each technical proposal by each of the criteria described in Part Seven, Paragraph 3.0 below. The full Audit Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

2.2 After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other Offerors.

3.0 EVALUATION CRITERIA

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. All proposals will be evaluated based on, but not limited to, the following criteria.

3.1 **Mandatory Elements**

3.1.1 The audit firm is independent and licensed to practice in the State of Missouri.

3.1.2 The audit firm's professional personnel have received adequate continuing professional education within the preceding three (3) years.

3.1.3 The firm has no conflict of interest with regard to any other work performed by the firm for the City.

3.1.4 The firm submits a copy of its most recent external quality control review report and letter of comments and the firm has a record of quality audit work.

3.1.5 The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

3.1.6 The proposal demonstrates that the firm has an understanding of the audit objectives, the City's needs and final products to be delivered.

3.1.7 The proposal demonstrates an adequate intention of starting the audit when required,

meeting deadlines and completing the audit in a timely fashion.

FIRMS THAT DO NOT MEET THE MANDATORY CRITERIA LISTED ABOVE WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

3.2 **Technical Qualifications: (Maximum Points - 50)**

3.2.1 **Expertise and Experience**

- The firm's past experience on comparable government engagements of the City's type and size.
- Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement.
- The quality and governmental experience of the firm's professional personnel to be assigned to the engagement.
- The firm's past experience on comparable engagements involving Federal Circular A-133 audits with similar amounts of federal financial assistance.
- Adequacy of the firm's policies and procedures on staff education, development, continuing professional education and staff rotation.

3.2.2 **Audit Approach**

- Adequacy of proposed staffing plan for various segments of the engagement
- Adequacy of sampling techniques

3.3 **Price: (Maximum Points - 50)**

COST WILL BE A MAJOR, BUT NOT THE PRIMARY, FACTOR IN THE SELECTION OF AN AUDIT FIRM. Fee quotations for this engagement which appear to understate actual costs to conduct the audit may be considered "low-balling", in which case disqualification may result.

3.4 **Other Considerations**

- Litigation, pending or settled, involving the proposed practice office
- Disciplinary actions involving the proposed practice office

4.0 ORAL PRESENTATIONS

4.1 During the evaluation process, the Audit Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Audit Selection Committee may have on a firm's proposal.

5.0 FINAL SELECTION

5.1 The City Council will select a firm based upon the recommendation of the Audit Selection Committee following its evaluation of proposals received.

5.2 It is anticipated that a firm will be selected by October 1, 2023. Following notification of the firm selected, it is expected a contract will be executed between both parties during October of 2023.

6.0 RIGHT TO REJECT PROPOSALS

6.1 Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

6.2 The City reserves the right without prejudice to reject any or all proposals.

CITY OF JOPLIN, MISSOURI
REQUEST FOR PROPOSAL #2023-RFP-08
APPENDIX A - MUNICIPAL OFFICIALS
PROFESSIONAL AUDIT SERVICES

Mayor

Douglas Lawson

City Council

Gary Shaw	Zone I
Charles Copple	Zone II
Phil Stinnett	Zone III
Mark Farnham	Zone IIII
Douglas Lawson	General
Kate Spencer	General
Christina Williams	General
Josh DeTar	General
Keenan Cortez	General

City Officials

Nicholas Edwards	City Manager
Tony Robyn	Assistant City Manager
Peter Edwards	City Attorney
Holly Nagy	City Clerk
John Podleski	Municipal Judge
Dan Johnson	Public Works Director
Troy Bolander	Director of Planning, Development and NI
Paul Bloomberg	Parks Director
Brian Lewis	Interim Chief of Police
Gerald Ezell	Fire Chief
Ryan Talken	Community Health Director
Lamonte Ratcliff	Municipal Court Administrator
Jeana Gockley	Joplin Public Library Director
Leslie Haase	Director of Finance
Mark Morris	Information Technology Director
Lynn Onstot	Public Information Officer
Patrick Tuttle	CVB Director
Michelle Ducre	Human Resource Director/Risk Manager

CITY OF JOPLIN, MISSOURI
REQUEST FOR PROPOSAL #2023-RFP-08
APPENDIX B
PROFESSIONAL AUDIT SERVICES

PART 1 OF 4 - OFFER AND SCHEDULE OF PROFESSIONAL FEES - FOR THE AUDIT OF THE FINANCIAL STATEMENTS FISCAL YEARS ENDING OCTOBER 31, 2023, 2024, 2025, 2026, and 2027

ALL SERVICES DESCRIBED IN THE REQUEST FOR PROPOSAL-PART TWO
TOTAL ALL-INCLUSIVE MAXIMUM PRICE

2023 Audit Services (CAFR and A-133 Single Audit)	$_____
Separate PFC Audit	$_____
Separate Pension Plan Audit	$_____
2024 Audit Services (CAFR and A-133 Single Audit)	$_____
Separate PFC Audit	$_____
Separate Pension Plan Audit	$_____
2025 Audit Services (CAFR and A-133 Single Audit)	$_____
Separate PFC Audit	$_____
Separate Pension Plan Audit	$_____
2026 Audit Services (CAFR and A-133 Single Audit)	$_____
Separate PFC Audit	$_____
Separate Pension Plan Audit	$_____
2027 Audit Services (CAFR and A-133 Single Audit)	$_____
Separate PFC Audit	$_____
Separate Pension Plan Audit	$_____

PART 2 OF 4 - OFFER AND SCHEDULE OF PROFESSIONAL FEES FOR ADDITIONAL SERVICES, IF REQUESTED BY THE CITY

	2023 Standard Hourly Rates	2023 Quoted Hourly Rates
Partners	$ _____	$_____
Managers	_____	_____
Seniors	_____	_____
Other supervisory staff	_____	_____
Staff	_____	_____
Other (specify)	_____	_____

The Offeror agrees not to increase the quoted hourly rates by more than the following percentages for each successive one-year extension to the contract term:

2024 _____ percent of the 2023 quoted hourly rate.

2025 _____ percent of the 2024 quoted hourly rate.

2026 _____ percent of the 2025 quoted hourly rate.

2027 _____ percent of the 2026 quoted hourly rate.

PART 3 OF 4 - OFFEROR GUARANTEES

1.0 The Offeror certifies it can and shall provide and make available, at a minimum, all services set forth in Part Two - Scope of Work.

2.0 The Offeror has read Appendix D, Special Provisions, and Appendix E, Additional Terms, and agrees that the rights and prerogatives as detailed in that appendix are retained by the City.

PART 4 OF 4 - OFFEROR WARRANTIES

1.0 Offeror warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.

2.0 Offeror warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

3.0 Offeror warrants that it shall not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City.

4.0 Offeror warrants that all information provided by it in connection with this proposal is true and accurate.

This offer, as detailed in Appendix C, Parts 1 through 5, is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposal.

The undersigned offeror agrees to provide services in accordance with the terms and conditions specified in the Request for Proposal, and to enter into the City's Standard Form of Contract (Appendix F), which shall embody such terms and conditions, if this offer is accepted in whole or in part within the period of time specified above for acceptance of proposals.

IF THE OFFEROR IS TAKING EXCEPTION TO ANY OF THE TERMS, CONDITIONS AND PROVISIONS OF THE CITY'S STANDARD FORM OF CONTRACT AND THIS REQUEST FOR PROPOSALS, SUCH EXCEPTIONS SHALL BE CLEARLY NOTED AND DETAILED IN AN ATTACHMENT TO THIS APPENDIX. OTHERWISE, THE CITY WILL NOT CONSIDER ANY EXCEPTIONS TO ITS STANDARD FORM OF CONTRACT.

Offeror: _____

By: _____

Name (Please type):_____

Title: _____

Firm: _____ Date: _____

CITY OF JOPLIN, MISSOURI
REQUEST FOR PROPOSAL #2023-RFP-08
APPENDIX C - SPECIAL PROVISIONS
PROFESSIONAL AUDIT SERVICES

1. **Term of Contract**: The term of the contract shall be one year from the effective date of the City's written Notice to the Auditor to Proceed with work. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.

2. **Option to Extend the Contract**: The City may, at its sole option, give notice to the Auditor to extend the contract for up to four (4) additional successive one-year terms unless the Auditor has notified the City at least sixty days prior to the end of the contract term or extensions thereto that the Auditor will not renew the contract.

3. **Time of Completion**: Notwithstanding the term of the Contract, the Auditor shall complete all work and provide all services in accordance with the schedule of time promised by the Auditor in its proposal.

4. **Adjustment of Fees**: The Auditor agrees that all fees shall be at the rates specified in the Auditor's proposal for the entire term of the Contract and extensions thereto except fees may be increased by the amounts specified by the Auditor for successive one-year extensions to the Contract term. The increase shall not be automatically allowed by the City but may be allowed upon written request and justification by Auditor at least sixty days prior to the end of the current contract term.

5. The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Auditor in its proposal.

6. The City agrees to pay the Auditor in accordance with the fees set forth in the Auditor's proposal for services authorized by City purchase order or other written notice by the City upon presentation of proper invoice.

7. **Insurance:** The Auditor shall secure and maintain during the entire term of the contract and extensions thereto, professional liability insurance in an amount satisfactory to the City to cover any alleged errors and omissions or fraud.

CITY OF JOPLIN, MISSOURI
REQUEST FOR PROPOSAL #2023-RFP-08
APPENDIX D - CITY'S STANDARD FORM OF CONTRACT
PROFESSIONAL AUDIT SERVICES

CONTRACT NO._____

ADDRESS & PHONE OF CITY

CONTRACTOR
Finance Department
602 South Main Street
Joplin, MO 64801
417-624-0820 ext. 1251

NAME, ADDRESS & PHONE OF

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main Street, Joplin, Missouri and _____ hereinafter referred to as the "Auditor."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Auditor to render certain services hereinafter described in Request For Proposal **2023-RFP-08** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Auditor submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Auditor has become the lowest and best Offeror for performing the services;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Auditor and the Auditor agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit B.

2. The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Auditor in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit B.

3. The City agrees to pay the Auditor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Auditor shall fully coordinate its activities in the performance of the contract with the activities of the City.

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

7. **Termination:** If, through any cause, the Auditor shall fail to fulfill in timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Auditor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Auditor.

8. **Assignment:** The Auditor 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 Auditor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such

assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Auditor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Auditor without prior written approval of the City unless required by law, subpoena or professional standard.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Finance Department. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Auditor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Auditor is cautioned that his proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Auditor agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel

qualification(s) as identified and/or described in the Auditor's proposal. Therefore, the Auditor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Auditor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employees/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 Contributions 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 is has a full opportunity to find other business, that is 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.

15. The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workmen Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Auditors:** If the Auditor is a foreign corporation or non-resident Auditor, it is agreed that the Auditor shall procure and maintain during the life of this contract:

    A. 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 RSMo.

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

17. **Nondiscrimination:** The Auditor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Auditor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

18. Auditor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Auditor further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Auditor's Responsibility for Subcontractors:** It is further agreed that Auditor 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. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Auditor the same power regarding termination of any subcontract as the City may exercise over Auditor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

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

(A) In no event shall the City, its agents and employees, be liable to the Auditor 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, its agents and employees, shall be limited to the amount of money to be paid or received by the City under this contract.

(B) The Auditor shall defend, indemnify, and hold the City, its agents and employees, harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by the Auditor arising out of or in any way connected with this contract. Auditor further agrees to defend, indemnify, and hold the City, its agents and employees, harmless from and against any claims, losses, and liabilities arising out of the award of this contract to the Auditor.

(C) The Auditor assumes full responsibility for relations with Subcontractors, and shall defend, indemnify and save harmless the City, its agents and employees, from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent, or otherwise) on the part of the City, its agents or employees.

(D) The Auditor shall indemnify and hold the City, its agents and employees, harmless from all wages

or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards act or any other federal or state law.

21. **Conflict of Interest:** No salaried officer or employee of the City, and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in RSMo. Chapter 105 shall not be violated.

22. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

23. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

24. **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.

25. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Finance Department, 602 South Main Street, Joplin, Missouri, 64801 and the Auditor at _____. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF JOPLIN, MISSOURI

By:_____

Nicholas Edwards, City Manager

AUDITOR

_____

Company Name

By:_____

Signature

Name:_____

Print or type

Title:_____

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

ATTEST:

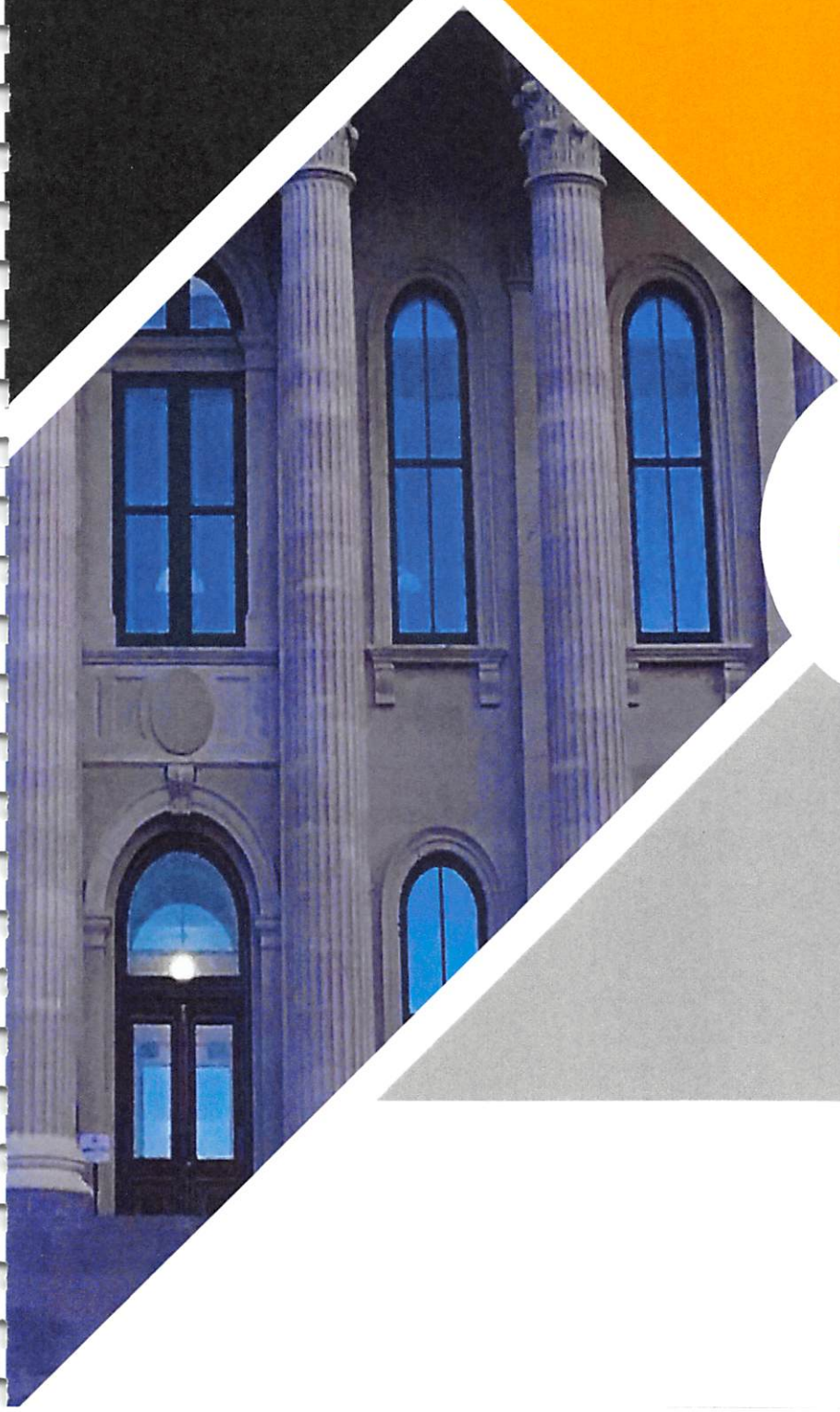
_____

Holly Nagy, City Clerk

2023-RFP-09 - Professional Auditing Services

CITY OF JOPLIN, MISSOURI

September 14, 2023



PROPOSAL CONTACT:

Jonathan Nibarger
Vice President
Assurance Services
Jonathan.Nibarger@aghlc.com
913.730.8166

AGH
CPAs & ADVISORS

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AGH CPAs & ADVISORS

TRANSMITTAL LETTER

Leslie Haase
Finance Director
City of Joplin, Missouri
602 South Main Street
Joplin, Missouri 64801

Dear Leslie:

Allen, Gibbs & Houlik, L.C. (AGH) appreciates the opportunity to provide service information to the City of Joplin, Missouri (Joplin or the City). Our specialized government team can provide an efficient audit while also delivering the kind of deep governmental expertise and superior client service the City deserves. This proposal outlines our qualifications and experience to provide not only "compliance" but to serve as a trusted advisor to help Joplin best serve its constituents.

WHY AGH?

Many firms offer auditing services; few can deliver the depth and breadth of governmental focus and expertise AGH offers. Only AGH offers the unique combination of the following items.

- **Proven track record of excellent client service, accompanied by unbiased technical resources:** "Accurate, timely, and within budget" is just the start of our commitment to our clients. We recognize that how we work with you is as critical as what we do. Most CPA firms will tell you they provide great service, but few ask their clients to grade their services each year. We pride ourselves on a well-planned project, staffing and executing in accordance with your schedules, and delivering on our promises. Through our client satisfaction surveys, our clients consistently tell us that they would recommend AGH to others, they would choose AGH again, and that we deliver top-quality expertise and client service.

- **Government knowledge and deep resources:** We provide efficiencies gained from our longstanding commitment to and investment in a large and specialized public sector team, as noted through the following:
    - AGH audits many of the larger governmental entities in Kansas, Missouri, and Oklahoma, which ensures that our government team, at all levels, understands the nuances of the statutes and regulations that apply to those governmental entities.
    - Auditing large municipalities can be more complex to navigate. This is nothing new for AGH. The government team has extensive experience in organizing and completing these types of engagements on time and within budget.

- Like national or regional firms, we have equally high-quality – if not better – resources available for our clients. However, our relationships with clients are much stronger than the larger firms; all resulting in better audits and more value.

We combine superior client service with technical excellence: To truly serve as a trusted advisor, our relationship with you must be based on communication, respect, and responsiveness. Communication will be two-way, timely, and ongoing. We will work to earn and maintain your trust in a variety of ways including regular communication, off-season face-to-face meetings, and 'The Joplin-focused' GASB analysis!

THE AGH DIFFERENCE

It can be easy to default to the low-price option. But when it comes to providing the best value to Joplin's constituents, a quality service provider can offset that initial discount. Clients often tell us our first-year engagements are much easier than they expected. We attribute that to our focus on building long-term relationships.

Our guiding principle is to "work for our clients' success." To achieve that goal, we work hard to earn our clients' trust by demonstrating honesty and integrity in everything we do, and by partnering with our clients to provide effective and efficient audit services, but also to help them be successful in their missions. Our clients describe working with AGH using phrases like these:

"Very satisfied with staff, very helpful, and very professional."

"Knowledgeable, courteous, a real pleasure to work with. Lucky to have them."

"Presented many value-added suggestions."

As you evaluate your service provider options, consider the interactions you will have with the provider, what their motivation is for acquiring and completing the work, and whose success they care about. At AGH, we know firsthand that coupling trust and communication along with a determination to help our clients succeed yields success for everyone involved.

OUR COMMITMENT TO THIS PROJECT

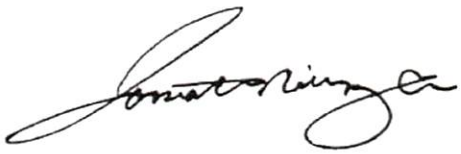
We have read and fully understand the scope of services required as detailed in the City's 2023-RFP-08. We commit to performing the work during the time period outlined in the RFP. This proposal is a firm and irrevocable offer for 90 days from the proposal deadline of September 14, 2023.

IN SUMMARY

AGH appreciates the opportunity to submit our qualifications to serve the City's auditing needs. We hope to earn the opportunity to serve Joplin with AGH's mix of deep governmental audit experience combined with our focus on delivering excellent client service. We look forward to the next step in forming a relationship as your trusted advisor. Please contact me with questions or to discuss further.

Respectfully,

ALLEN, GIBBS & HOULIK, L.C.



Jonathan Nibarger
Vice President, Assurance Services
913.730.8166 | Jonathan.Nibarger@aghlc.com

TECHNICAL PROPOSAL

2.2 INDEPENDENCE

2.2.1: Allen, Gibbs & Houlik, L.C. is independent of the City, as defined by the American Institute of Certified Public Accountants (AICPA) under generally accepted auditing standards and the provisions of Government Auditing Standards.

2.2.2: The firm is also independent of all of the component units of the City as defined by these same standards.

2.2.3: During the past five years, the only professional relationship AGH had with the City was for HR consulting during 2022. As these services are not expected to be repeated during the years related to this RFP, we do not consider these services to have impaired our independence.

2.2.4: AGH agrees to give the City written notice of any professional relationships with the City or any of its component units entered into during the period of this agreement.

2.3 LICENSE TO PRACTICE IN MISSOURI

AGH is licensed to practice in Missouri and Kansas. All our CPAs are licensed individually in Kansas and/or Missouri. The State of Missouri, through the guidelines of the Missouri State Board of Accountancy, follows the CPA mobility provisions, allowing CPAs licensed in a "home" state outside Missouri to practice in Missouri without obtaining an additional Missouri license.

2.4 FIRM QUALIFICATIONS & EXPERIENCE

AGH is one of the top 200 CPA and advisory firms in the U.S., specializing in helping businesses build and preserve their wealth. We also have one of the largest public sector practices in the region. Founded in 1938 and for a time as part of a national firm, AGH has been an independently owned and managed firm since 1987 with national and international reach.

AGH was founded and grew as a traditionally structured CPA firm, providing clients with assurance and tax services. As our clients grew and their businesses and needs became more complex, AGH responded over the years by investing in the recruitment, training, and development of a broad range of specialized expertise – often spurred by client requests for our assistance. With that vision, AGH has increased client service activities fivefold since 1987 by broadening our client base rather than acquiring or merging with other firms.

AGH's more than 130 professionals serve as trusted advisors to a wide span of clientele. Our industry specializations include governmental entities, manufacturing, wholesale and distribution, financial services, construction and real estate, and not-for-profits. Firm clients include organizations with annual revenues exceeding $1 billion. AGH has earned nationally recognized leadership positions in many areas we serve.

CAPABILITY OF AUDITING GOVERNMENTAL UNITS

Our government team has provided auditing and consulting services to numerous governmental entities for more than 30 years. AGH has extensive experience in conducting audits for governmental entities in compliance with Government Auditing Standards (GAS), Uniform Guidance, and helping clients obtain the Government Financial Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. Since the majority of our governmental clients are subject to the provisions of the Single Audit, we have developed compliance specialists within our government services team. Our experience provides us with knowledge and understanding of nearly all types of federal programs received by universities, colleges, cities, and counties.

Because of our wide range of public sector clients, our experience in auditing entities in the public sector is deep, comprehensive, and up to date. Last year, we provided nearly 25,000 hours of professional services to our public sector clients.

GFOA CERTIFICATE OF EXCELLENCE IN FINANCIAL REPORTING

AGH team members have helped numerous entities meet the rigorous criteria of the Government Financial Officers Association (GFOA) Certificate of Excellence in Financial Reporting. All of the AGH government management team serves on the GFOA's Certificate of Achievement Review Committee.

The following is a sample of AGH clients who have earned the GFOA Certificate of Achievement for Excellence in Financial Reporting:

- City of Kansas City, Missouri
- City of Oklahoma City, Oklahoma
- City of Wichita, Kansas
- City of Overland Park, Kansas
- City of Olathe, Kansas
- Unified Government of Wyandotte County/Kansas City, Kansas
- City of Merriam, Kansas
- City of Gardner, Kansas
- City of Grandview, Missouri
- City of Columbia, Missouri
- Johnson County, Kansas
- Olathe, Kansas School District
- Jackson County, Missouri

GOVERNMENTAL ORGANIZATION PARTICIPATION AND LEADERSHIP

AGH is a member of the AICPA's Government Audit Quality Center (GAQC) and an associate member of the Government Finance Officers Association (GFOA). Our team members are active in both local and national GFOA and frequently serve in leadership and teaching capacities for local chapters, including service on the GFOA Certificate of Achievement review committee.

Mike Lowry is a Certified Government Financial Manager designated by the Association of Government Accountants. Certification requires a rigorous three-part exam designed to demonstrate the candidate's expertise in state and local government accounting, auditing and budgeting.

PENSION EXPERIENCE

AGH's experience working with governmental pension plans includes the following:

- Oklahoma City, Oklahoma – Two single-employer defined benefit public employee retirement systems
- Kansas City Police Employees' Retirement Systems – Two single-employer, contributory, defined benefit plans for the Civilian Employees' Retirement System and the Police Retirement System
- Kansas City, Missouri – Two single-employer, contributory, defined benefit plans for the Firefighter's Retirement System and the General Employee Retirement System
- City of Wichita, Kansas – Two single-employer defined benefit pension plans and a single-employer defined contribution plan that covers the Wichita Employees' Retirement and the Police and Fire Retirement System of Wichita
- City of Columbia, Missouri – One single-employer Police & Fire defined benefit plan

2.4.1: AGH has over 130 employees working in the Wichita and Overland Park offices. AGH has 10 full-time governmental audit staff with an additional 15 staff that work on governmental engagements at some point throughout the year. The Overland Park office will lead this engagement. Professional staff assigned to this engagement include:

- **Jonathan Nibarger** will serve as the engagement officer for the City. Jon is based in our Overland Park office and will direct all activities for the engagement, including approval of the audit plan, partner-level review, assistance in revolving technical issues and approval of all required deliverables. He has more than 15 years of public sector-specific auditing experience.
- **Mike Lowry** will provide the independent technical review which serves as an additional layer of quality control from a partner-level perspective. To preserve his objectivity for the review, he will not participate directly in the day-to-day work of the audit team.
- **Brian Holst** will be responsible for the daily management of the audit engagement. He has more than 15 years of public sector-specific auditing experience.
- **Amy Tharnish** will directly oversee the supervisor and staff for the audit.
- **Caleb Strack** will supervise and work with the audit staff.
- Staff associates assigned to the engagement team will be members of our public sector service team who possess specific experience from similar entities.

Please refer to 2.5.1 for detailed biographical profiles of key team members.

2.4.2: While building a team of innovative professionals, AGH has paid equal attention to technical service that is second to none. To ensure the quality of technical services, all CPA firms providing financial statement audits must undergo a "peer review" of their accounting and assurance practice every three years.

AGH's external peer review is conducted in accordance with the American Institute of Certified Public Accountants (AICPA) Standards for Performing and Reporting on Peer Reviews. AGH voluntarily makes all its peer review reports public by submitting them to the AICPA for publication on its website, and we are proud to share our results. AGH has consistently received the highest rating (now called a "pass") under the rigorous peer review process throughout the firm's history.

2.4.3: One of the most critical measures of the quality of our governmental work is the Quality Control Reviews (QCRs) conducted by federal government agencies. From time to time, our work is subject to these reviews. AGH has had one such QCR in the last three years, and there were no issues with our audit. AGH has not been subject to any disciplinary action, nor to our knowledge is there any pending with any state or federal regulatory bodies or professional organizations.

2.4.4: The assigned practice office is unaware of any pending or settled litigation during the past five years.

2.5 PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS & EXPERIENCE

2.5.1: The table below is the relevant continuing professional education for the past three years for the team members identified in 2.4.1.

	2020	2021	2022
Mike Lowry			
Total CPE	60	33.5	50
Yellowbook CPE	32.5	22.5	27.5
Jonathan Nibarger			
Total CPE	64.5	34	58
Yellowbook CPE	37	17.5	27.5
Brian Holst			
Total CPE	51	55.5	47.5
Yellowbook CPE	33	24	35
Amy Tharnish			
Total CPE	50.5	54	44
Yellowbook CPE	12.5	33.5	20
Caleb Strack			
Total CPE	20	33	41.5
Yellowbook CPE	4.5	10.5	21.5

Jonathan Nibarger will be responsible for the overall delivery of services. Our team is committed to meeting your needs and can present findings and recommendations to the council or management at the engagement completion. Our service does not stop at the completion of the project. We are available by phone anytime or for an in-person meeting should the need arise. We encourage year-round communication and seek to serve as a trusted advisor for the City.

RELATIONSHIP COORDINATOR



Jonathan Nibarger
Vice President, Assurance Services
Jonathan.Nibarger@aghlc.com | 913.730.8166

Experience & specialization

- Jon has over 15 years of experience focused on governmental accounting and auditing under Governmental Auditing Standards and Uniform Guidance 2 CFR Part 200
- Service to governmental entities including states, cities, counties, school districts and not-for-profit entities

Relevant experience

- City of Kansas City, Missouri
- City of Oklahoma City, Oklahoma
- City of Columbia, Missouri
- City of Olathe, Kansas
- City of Overland Park, Kansas
- City of Wichita, Kansas
- City of Grandview, Missouri
- City of Shawnee, Kansas
- City of Spring Hill, Kansas
- City of Mission, Kansas
- City of Mission Hills, Kansas
- City of Topeka, Kansas
- City of Lawrence, Kansas
- City of Leavenworth, Kansas
- Jackson County, Missouri
- Johnson County, Kansas

Professional certifications

- Certified Public Accountant, Kansas

Professional organizations

- American Institute of Certified Public Accountants (AICPA)
- Kansas Society of Certified Public Accountants (KSCPA)
- Government Finance Officers Association (GFOA)
- Eastern Kansas Government Finance Officers Association
- Kansas Municipal Audit and Accounting Guide (KMAAG) Board Member
- AICPA Government Audit Quality Center

Education

- Bachelor of science in accounting, Baker University

SERVICE COORDINATOR



Brian Holst
Vice President, Assurance Services
Brian.Holst@aghlc.com | 816.885.3227

Experience & specialization

- Brian has over 15 years of experience focused on governmental and not-for-profit accounting and auditing under Governmental Auditing Standards and Uniform Guidance 2 CFR Part 200
- Service to governmental and not-for-profit entities including cities, counties, and various not-for-profit entities

Relevant experience

- City of Kansas City, Missouri
- City of Oklahoma City, Oklahoma
- City of Columbia, Missouri
- City of Olathe, Kansas
- City of Gladstone, Missouri
- City of Blue Springs, Missouri
- City of Joplin, Missouri
- City of Grandview, Missouri
- City of Leavenworth, Kansas
- City of Topeka, Kansas
- Cass County, Missouri
- Clay County, Missouri
- Buchanan County, Missouri
- Jackson County, Missouri
- Shawnee County, Kansas

Professional certifications

- Certified Public Accountant, Kansas
- Certified Public Accountant, Missouri

Professional organizations

- American Institute of Certified Public Accountants (AICPA)
- Kansas Society of Certified Public Accountants (KSCPA)
- Government Finance Officers Association (GFOA)

Education

- Master of accountancy, University of Missouri – Columbia
- Bachelor of science in accountancy, University of Missouri – Columbia

INDEPENDENT REVIEWER



Mike Lowry
Senior Vice President, Assurance Services
Mike.Lowry@aghlc.com | 316.291.4057

Experience & specialization

- Specialized in public sector auditing since joining AGH in 2004; prior experience includes 20 years in private sector financial and technology leadership positions
- Expertise focused on governmental accounting and auditing under Governmental Auditing Standards and Uniform Guidance 2 CFR Part 200
- Also serves as the outsourced CFO for the State of Kansas assisting the Department of Administration in preparing for the statewide external financial statement audit and the outsourced Finance Director for the City of Greenwood, Missouri.

Relevant experience

- State of Kansas audit consultant (including all Universities)
- City of Overland Park, Kansas
- City of Kansas City, Missouri
- City of Oklahoma City, Oklahoma
- City of Wichita, Kansas
- Unified Government of Wyandotte County/Kansas City, Kansas

Professional certifications

- Certified Public Accountant, Kansas
- Certified Governmental Financial Manager, Association of Government Accounting

Professional organizations

- Kansas, Missouri, and Texas Government Finance Officers Association (GFOA)
- AICPA Government Audit Quality Center
- Government Finance Officers Association (GFOA)
- American Institute of Certified Public Accountants (AICPA)
- Kansas Society of Certified Public Accountants (KSCPA)
- Association of Government Accountants, Washington, D.C.

Education

- Master of management information systems, Friends University
- Bachelor of business administration in accounting, Wichita State University

AUDIT MANAGER



Amy Tharnish
Senior Manager, Assurance Services
Amy.Tharnish@aghlc.com | 913.730.8166

Experience & specialization

- More than 15 years of audit experience focused on governmental accounting and auditing under Governmental Auditing Standards and Uniform Guidance 2 CFR Part 200
- Service to public sector entities including cities, schools and not-for-profits, along with private sector entities in the manufacturing, distribution and service industries
- More than 8 years of experience as an Assistant Director of Finance for a city in Kansas

Relevant experience

- City of Joplin, Missouri
- City of Overland Park, Kansas
- City of Grandview, Missouri
- City of Branson, Missouri
- City of Leavenworth, Kansas
- City of Sugar Creek, Missouri
- City of Olathe, Kansas
- Northland Cathedral
- Albrecht-Kemper Museum of Art
- Catholic Charities, Inc.
- Pratt Community College

Professional certifications

- Certified Public Accountant, Kansas
- Certified Public Accountant, Missouri

Professional organizations

- American Institute of Certified Public Accountants (AICPA)
- Government Finance Officers Association (GFOA)
- Eastern Kansas Government Finance Officers Association (GFOA)

Education

- Bachelor of Science in accounting, University of Nebraska at Omaha

AUDIT SUPERVISOR



Caleb Strack
Supervisor, Assurance Services
Caleb.Strack@aghlc.com | 913.730.8166

Experience & specialization

- Caleb joined the firm in 2020 and has focused on governmental and not-for-profit accounting and auditing under Governmental Auditing Standards and Uniform Guidance 2 CFR Part 200
- Service to public sector entities including cities, schools and not-for-profits, along with private sector entities in the manufacturing, distribution and service industries

Relevant experience

- Unified Government of Wyandotte County/Kansas City, Kansas
- City of Kansas City, Missouri
- Jackson County, Missouri
- Pratt Community College
- Kansas City, Kansas School District
- Wichita Public Schools
- Haysville School District

Professional organizations

- Government Finance Officers Association (GFOA)

Education

- Master of accountancy, Wichita State University
- Bachelor of business administration in accounting, Wichita State University

2.5.2: Staff associates assigned to the engagement team will be members of our public sector service team who possess specific experience from similar entities. The assigned staff will have received training as required by government auditing standards.

2.5.3: Our extensive experience with governmental entities, along with Brian's previous experience in performing the City of Joplin's audit, will help ensure a smooth transition to AGH.

2.6 SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

2.6.1 & 2.6.2: It can be challenging to determine what matters when selecting a service provider. While making statements about delivering on time, providing exceptional client service, and giving value-added insight is easy, we prefer to let others do the talking for us.

After we complete an audit, we survey our clients to ensure they are satisfied with the work and their interactions with us. Over the last five years, here is what the respondents had to say:

- 99% would recommend AGH to others with no hesitation
- 99% would choose AGH again for a similar project
- 98% felt their staff was treated with appropriate respect
- 98% felt their service experience was 'Excellent' or 'Good'

The following are the most significant municipal organization engagements performed in the last five (5) years that are similar to the engagement described in this Request for Proposal.

CITY OF KANSAS CITY, MISSOURI

Total hours	5,000
Scope of engagement	• Audit of financial statements and Annual Comprehensive Financial Report in accordance with GFOA Certificate of Achievement for Excellence in Financial Reporting requirements • Audit of individual component unit financial statements • Audit in accordance with the Single Audit Act • Audit of the defined pension plan, including separate Comprehensive Annual Financial Report in accordance with GFOA Certificate of Achievement for Excellence in Financial Reporting requirements for pension plans • Passenger Facility Charge Audit
Engagement officers	Mike Lowry, Jonathan Nibarger, and Brian Holst
Dates	2019 to present
Population of municipality	~500,000
Received the GFOA Certificate of Achievement	Yes
Magnitude of grant dollars involved	Approximately $240 million (Single Audit performed by minority-enterprise firm)
Client contact	Ms. Anne Kapps, Finance Division 816.513.1195 | Anne.Kapps@kcmo.org

CITY OF COLUMBIA, MISSOURI

Total hours	1,100
Scope of engagement	• Audit of financial statements and Annual Comprehensive Financial Report in accordance with GFOA Certificate of Achievement for Excellence in Financial Reporting requirements • Audit in accordance with the Single Audit Act • Audit of the defined benefit pension plan included in City's financial statements • Passenger Facility Charge Audit
Engagement officers	Jonathan Nibarger and Brian Holst
Dates	2022 to present
Population of municipality	~125,000
Received the GFOA Certificate of Achievement	Yes
Magnitude of grant dollars involved	Approximately $36 million
Client contact	Matthew Lue, Director of Finance 573.874.7368 | Matthew.Lue@como.gov

CITY OF OLATHE, KANSAS

Total hours	1,100
Scope of engagement	• Audit of financial statements and Annual Comprehensive Financial Report in accordance with GFOA Certificate of Achievement for Excellence in Financial Reporting requirements • Audit in accordance with the Single Audit Act
Engagement officers	Jonathan Nibarger
Dates	2019 to present
Population of municipality	~140,000
Received the GFOA Certificate of Achievement	Yes
Magnitude of grant dollars involved	Approximately $18 million
Client contact	Ms. Erin Hanavan, Financial Services Manager 913.971.8667 | EHanavan@olatheks.org

CITY OF JACKSON COUNTY, MISSOURI

Total hours	900
Scope of engagement	• Audit of financial statements and Annual Comprehensive Financial Report in accordance with GFOA Certificate of Achievement for Excellence in Financial Reporting requirements • Audit in accordance with the Single Audit Act
Engagement officers	Jonathan Nibarger and Brian Holst
Dates	2021 to present
Population of municipality	~700,000
Received the GFOA Certificate of Achievement	Yes
Magnitude of grant dollars involved	Approximately $50 million (Single Audit performed by minority-enterprise firm)
Client contact	Mr. Bob Crutsinger, Finance Director 816.881.3120 | BCrutsinger@jacksongov.org

CITY OF GARDNER, KANSAS

Total hours	500
Scope of engagement	• Audit of financial statements and Annual Comprehensive Financial Report in accordance with GFOA Certificate of Achievement for Excellence in Financial Reporting requirements • Audit in accordance with the Single Audit Act
Engagement officers	Mike Lowry and Brian Holst
Dates	2013 to present
Population of municipality	~24,000
Received the GFOA Certificate of Achievement	Yes
Magnitude of grant dollars involved	Approximately $800,000
Client contact	Ms. Nancy Torneden, Fiscal Services Manager 913.856.0950 | ntorneden@gardnerkansas.gov

2.7 SPECIFIC AUDIT APPROACH

2.7.1 & 2.7.2: AGH is acutely aware of the trust placed in us. As part of our process, we assist clients transitioning from another firm or firms as their organization and needs evolve. Our experience managing this change has resulted in transitions providing seamless service and minimal disruption for you and your staff. Excellent two-way communication, thorough preparation, and strong service orientation are at the core of any plan. Our clients' transitions are successful because they include these elements:

- **Mutually defined schedule** – During informal meetings, we discuss desired dates for conducting initial meetings with management and target dates for key planning, fieldwork, and service activities.

- **Team preparation from the start** – We contact the previous CPA firm to review work papers and complete other procedures promptly to begin the audit fully informed.

- **Partnership orientation** – While providing an independent and objective review, an audit is most effective when the client and auditor share goals for an accurate, timely, and thorough engagement. AGH's ultimate objective is to help your organization fulfill its mission by providing assurance services as a trusted advisor. This starts with the proper communication that sets expectations, identifies changes or issues early, and keeps you informed of progress during and after fieldwork.

WORK PLAN (ESTIMATED NUMBER OF HOURS)

Segment	Officers	Managers	Supervisors	Professional staff & clerical	Total
Phase 1: Audit planning, internal controls, and risk assessment	10	20	20	30	**80**
Phase 2: Year-end fieldwork audit testing	20	50	100	240	**410**
Phase 3: Completing the audit	20	20	20	50	**110**
Total	**50**	**90**	**140**	**320**	**600**

Below is a description of each service requested, along with a description of the procedure or scope:

PROPOSED SEGMENTATION OF THE ENGAGEMENT: AUDIT METHODOLOGY: THREE-PHASE PROCESS

Phase One – Audit planning, internal controls, and risk assessment

Current auditing standards require a risk-based approach to the audit that includes the following:

No surprises – We meet with key personnel to discuss the general audit plan and work to be performed, as well as updates throughout the audit. Within Phase One, this would include a discussion of the following:

- Review of report requirements, deadlines, timelines, and key dates
- Any concerns related to the audit
- Any anticipated changes in accounting principles or changes in internal systems
- Review of any assistance provided by City personnel

Understanding the City – This process includes obtaining an understanding of internal and external environments, including identifying any new issues, transactions, or events affecting the City during the year. Documentation may consist of reviews of key documents such as budgets, Annual Comprehensive Financial Report, organizational chart, official statements, etc.

We also obtain an understanding of the following:

- Entity-level controls by performing certain procedures and evaluating control system design for significant transaction cycles and the financing reporting process.
- IT systems and controls, including general controls such as IT organizational structure, hardware/software systems, business continuity and system access, and application controls.

Test of controls – This testing allows us to consider fraud (discussed below) as required by generally accepted auditing standards, as well as to identify areas of significant risk and assess the risk of material misstatement at account and assertion levels. This is based on the previously gathered information and determines which areas are more emphasized in Phase Two.

Assessment of fraud risk – As required by generally accepted auditing standards, we make inquiries of certain management personnel and staff regarding fraud risks within your organization. These inquiries are also required to be made of members of the governing body. Throughout the audit process or any other time of the year, we encourage members of the governing body or the organization's personnel to contact us if they have concerns about internal control violations or fraud.

Preliminary report preparation – During Phase One, we obtain and review a preliminary schedule of expenditures of federal awards in an effort to identify major programs to be audited in the Single Audit. At this stage, we also obtain comments from GFOA on the prior year's Annual Comprehensive Financial Report (ACFR) and assist in addressing any corrective actions needed in the current year's reporting when appropriate.

Phase Two – Year-end fieldwork audit testing

Substantive tests – These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system that appears on the financial statements. The results of our risk assessments and tests of controls govern the extent of our detailed substantive work.

Tests of significant accounts and balances include a combination of the following:

- Substantive analytical review
- Confirmation of selected balance
- Reviews of management's determination of significant estimates, including evaluations of the underlying assumptions used
- Sampling transactions to verify underlying supporting documentation
- Evaluation of significant accounting issues, including the application of new accounting principles
- Agreeing account balances to the general ledger and drafting financial statements and footnotes

Report review – We also conduct preliminary reviews of the draft ACFR during this phase. Reviews conducted by professional staff, managers, and the partner are generally done during Phase Two. Having such reviews conducted during this phase provides an opportunity to identify, communicate, and address potential financial reporting issues with management staff early in the process.

Phase Three – Completing the audit

The completion phase includes an overall review of the financial statements and an evaluation of audit results. This includes government-wide financial statements and reconciliations, MD&A, and Statistical Section. We utilize the AICPA's reporting and disclosure checklists for State and Local Governments and GFOA's checklist for this review. Our technical, quality control reviewer conducts the final report review during this phase.

In addition, we:

- Review the report for applicable compliance requirements;
- Review for contingencies and subsequent events;
- Evaluate overall audit results and overall reasonableness of financial statements (analytical procedures);

- Issue audit reports;
- Issue "management letter" detailing comments and observations resulting from the audit, including ideas related to possible improvements in operations; and
- Conduct presentations of findings to the audit committee and governing body.

Most importantly, in the spirit of no surprises, we conduct our independent technical review in the field. Nothing is more frustrating than thinking the audit is done and then getting hit with last-minute questions because the independent review was not timely. We commit to having the independent review done when we leave the field.

SUBSEQUENT YEAR AUDITS

Should the City engage us for the subsequent audit years, we believe that the listed approach will be appropriate for each subsequent year.

RISK MANAGEMENT APPROACH

Occasionally, clients will identify issues through their control processes that could result in a prior period adjustment and/or significant changes to workpapers already supplied to the auditors for testing. When this occurs, under audit standards, auditors are required to evaluate whether there is also a reportable control deficiency. The risk management policies of national firms automatically result in a significant deficiency or material weakness due to their need to control risk management throughout many locations.

AGH's risk management policy allows us to fully evaluate the circumstances surrounding the prior period adjustment or change to current year work to determine whether there is, in fact, a material weakness or significant deficiency to report. As part of that evaluation, we review the client's processes and controls that identified the issue and the likelihood that the controls would continue to identify similar issues moving forward. If that is the case, we can leverage our access to all risk management evaluators being in one location to discuss these types of circumstances and whether there is a reportable finding, taking into account both qualitative and quantitative factors. As auditors, we prefer to work with our clients to evaluate these issues rather than default to an automatic finding.

As a result of our consulting work with the State of Kansas and fulfilling the role of "auditee," we have identified that the best time to do the independent or technical review is concurrent with the audit work. We commit to having our independent reviewer evaluate significant issues during the audit process to avoid surprises at the audit's end. The week the financial statements are set to be issued is not the time to resolve significant audit issues.

During weekly status meetings with management, we will review any reportable or non-reportable conditions identified. Having these discussions in a timely manner allows for proper follow-up on the issue to ensure the conditions are properly understood and that we are not missing any information that would change our conclusions.

APPROACH TO BE TAKEN IN DRAWING AUDIT SAMPLES FOR PURPOSES OF TESTS OF COMPLIANCE

Sampling will be necessary when performing compliance tests of the various federal government programs. Because a significant element of compliance auditing is testing transactions for specific transaction eligibility, sampling will be the most efficient approach. We will follow guidance issued in December 2009 by the AICPA titled "Audit Sampling Considerations of Single Audit Compliance Audits."

This guidance requires sample sizes of 25, 40, or 60, depending on the assessment of inherent risk, the significance of the control, and desired level of assurance to be provided by the tests. Such assessments will be determined for each individual major program audited. Certain sample sizes may be smaller if populations are small, based on guidance provided by the AICPA.

PROPOSED PROCESS FOR COMMUNICATIONS WITH MANAGEMENT

We work with you to define the format and frequency of communication and the right contact list so that we begin the engagement with the same expectations and can adapt as needs arise. We value your feedback in these areas and want to ensure that we have thoroughly addressed all matters before making adjustments or issuing audit findings or comments on internal control deficiencies.

Typically, we will conduct or maintain the following:

- Initial pre-engagement planning meeting
- Interim fieldwork update
- Entry conference before substantive testing
- Weekly fieldwork
- Weekly updates post-fieldwork but before issuance of the final report
- Exit conference at the close of fieldwork
- Review of the audit report and management letter
- Post-engagement debrief and wrap up
- Periodic off-season update communications
- Year-round access to partners and senior managers

We encourage you to call us as you have questions or updates on your operations throughout the year. Often quick conversations with your team during the year can save your staff time and work during the audit.

USE OF SOFTWARE IN THE ENGAGEMENT

Technology can provide significant efficiencies in the performance of audit procedures. In addition to accessing the City's information system, we utilize the following software to generate these benefits:

- **CaseWare** – This paperless audit software utilizes automated audit programs, workpapers, and trial balances. AGH's audit teams have remote access to the primary AGH servers, allowing closer collaboration and supervision in working together. Team members can use the network's 24/7 access to share and review workpapers onsite or from our office, bypassing unnecessary delays in sharing information and decreasing the reproduction costs of paper copies.

- **Data Analytics** – Your organization generates impressive amounts of data daily. This data can reveal important facts, trends, and patterns, providing invaluable insights into your organization and producing a more efficient and effective audit product. Using IDEA, a computer-assisted audit software technology, we will incorporate data analytics into our audit process. This data-analysis software generates random samples, performs statistical sampling and the evaluation of test results, and carries out journal-entry testing, among other tasks.

- **Suralink** – AGH uses a secure file-transfer system and portal called Suralink, which facilitates the secure transmission of sensitive information among AGH team members or between AGH and our clients. We strongly recommend using Suralink for data transmission for security reasons, but we will work with you to avoid creating unnecessary barriers between our teams.

- **Accounting Research Manager** – This web-based research tool provides all team members with instant access to authoritative auditing and accounting standards, allowing them to address technical issues in the field as they arise.

AUDIT EXPERIENCE RELATED TO PROGRAMS FUNDED BY FEDERAL AND STATE GRANTS

As discussed previously within this proposal, the majority of our governmental practice includes audits under the Single Audit Act. While all team members have experience in single audits, AGH also recognizes that this is a very specialized area. As a result, AGH has dedicated team members conducting single audits full-time.

Our audit approach is similar to the three-phase approach described above for the financial statement audit. It takes into consideration our understanding gained during Phase One of internal controls and the operating effectiveness of those controls for the financial statements as a whole. Where possible, results of tests of controls performed on the financial statement audit will be utilized in developing tests for the Single Audit, minimizing the assistance required of City staff. Our approach then follows the guidance outlined for auditors in the Single Audit Act, Uniform Guidance, and the related OMB Compliance Supplements.

The first step in developing an audit approach for the Single Audit is to obtain or construct the Schedule of Expenditures of Federal Awards (SEFA) for federal funding. A determination of major programs is then made based on risk assessment factors. For each major program, we obtain and review the Compliance Supplement guidance for the program and design audit procedures for the applicable compliance requirements that are direct and material to the program.

AGH uses tailored audit programs and tools to complete the Single Audit. A knowledge-based database tool called Caseware provides for the linkage of identified compliance requirements to audit programs, internal control forms, and testing, which results in efficiencies for the audit.

COMMUNICATION WITH THE CITY

During initial transition meetings, we will discuss the preferred communication method with the City during the audit process. We work to communicate with your designated staff before, throughout, and after the engagement – designed to keep you in the loop but stay out of your way. We will adapt our communication protocols to your current communication protocols. Assignment of members from AGH's dedicated government team facilitates timeliness and efficiency during the audit because team members work either exclusively or primarily on governmental engagements – rather than handling public sector work as "fill-in" between commercial audits, which is the case in some firms.

Our overall audit approach incorporates the requirements of generally accepted auditing standards and Government Auditing Standards, focusing on a high level of communication and coordination with management to ensure an effective and efficient audit.

SUPERVISORY EFFECT

AGH maintains quality control policies and procedures that comply with and often exceed requirements outlined by generally accepted auditing standards. As part of our quality control procedures, several levels of review are incorporated into each audit:

- The supervisor associated with the audit performs the basic working paper review. Next, the engagement manager reviews the overall engagement and discusses with the supervisor any critical areas, unusual accounting, or other matters encountered during the course of the engagement. The assurance engagement partner reviews and approves the working papers, auditor's report, financial statements, management letters, and/or other reports.
- An assurance partner who is a CPA not otherwise associated with the engagement (or only on a consulting basis) evaluates the appropriateness of financial statement disclosures, auditor's report, and/or other reports for compliance with KMAAG requirements, generally accepted auditing standards, and other appropriate standards. This partner reviews the key areas of the audit working papers and may, at their discretion, hold discussions with engagement team personnel.

NEW GASB IMPLEMENTATION

Regarding applying new GASBs, AGH takes an education-based approach to assisting our clients. We do not buy into the thought process that an audit is a one-time-of-year event. Being in year-round communication with your auditor to address concerns and technical issues is essential to a successful audit and client relationship. We work with our clients during the implementation of new standards and ensure they are prepared for upcoming changes.

USE OF CITY STAFF AND COMMUNICATION APPROACH

An efficient and effective audit is achieved through strong two-way communication and cooperation. As outlined below, we will need access to certain schedules, reconciliations, and supporting documents throughout the audit process.

Through an emphasis on the initial planning of the audit engagement, our engagement team will establish appropriate communication channels to ensure the effective utilization of your staff. The coordination, scheduling, and timing of audit procedures will be carefully outlined and monitored throughout the course of the audit. We anticipate needing assistance from your staff in establishing our understanding of your activity cycles and accounting system. Additionally, during our initial planning procedures, we will prepare a detailed listing of documents needed for interim procedures. We may also request policy and procedure narratives related to internal controls. This can include copies of policy/procedure manuals already available, or we can provide templates for staff to complete electronically.

During those interim procedures, we will assemble additional information needed for audit testing in Phase Two. As a practice, we stay in touch with our clients throughout the process of assembling the detail list and remain available for any questions regarding the information needed for any phase of the process.

Information requests and staff time to coordinate will likely be similar to what has been requested in prior audits. A partial list is included below.

- Confirmation letters prepared for cash, investments, debt, and other items
- Trial balances and account reconciliations for significant account balances such as cash, investments, receivables, capital assets, accounts payable, accrued expenses, bonds payable, other long-term obligations, and net position
- Calculations of significant management estimates such as the estimate of the allowance for doubtful accounts on accounts receivable, OPEB, or impairment calculations
- Information supporting the classifications of fund balance and net position
- Various information in support of analytics performed, such as details in support of fluctuations of revenues (for example, property and sales taxes) and fluctuations in payroll (for example, the number of employees by department compared to prior years)
- Various queries from the financial system to support the financial statements, including a trial balance and chart of accounts
- Support for various samples that will be selected for testing in connection with the Single Audit

APPROACH TO BE TAKEN IN DETERMINING LAWS & REGULATIONS THAT WILL BE SUBJECT TO AUDIT TEST WORK

Both generally accepted auditing standards and Government Auditing Standards require that the auditor test compliance with laws and regulations that could have a material effect on the city's financial statements as a whole and/or on the individual major federal financial assistance programs.

The most critical step in the compliance audit is developing an audit plan, which will accomplish the audit objectives for compliance with laws and regulations. Planning is normally the most overlooked aspect of the compliance audit. From identifying the basic strategy for the compliance audit to reporting the compliance audit results, the auditor is challenged to design an audit that addresses the applicable requirements and allows the auditor to report in accordance with standards.

Generally, we will be able to identify the laws and regulations that must be tested by:

- Inquiry of management personnel knowledgeable of the pertinent laws and regulations
- Review of agreements or other grant documents
- Review of the Single Audit Compliance Supplement
- Review of most recent state legislative changes

APPROACH TO GAIN & DOCUMENT AN UNDERSTANDING OF THE CITY'S INTERNAL CONTROL STRUCTURE

We utilize audit programs and automated methodologies specifically developed and tailored to the government industry that support documenting our understanding of internal control related to the City as a whole, as well as significant accounts and transaction cycles. Our process begins by obtaining an understanding of the overall control environment. This will include inquiries with management, reviewing procedure/policy manuals, organizational charts, relevant state statutes or administrative regulations, etc.

We then make an assessment of the significant transaction and account cycles. For each of those areas, we will obtain a more detailed understanding of the design and implementation of internal controls (the control activities) through inquiries of those individuals involved in the transaction cycle and observation of how the accounts and transactions are handled at each point in the cycle. Tests of controls will also be performed by selecting samples of transactions in the payroll and general disbursement areas to ensure that key controls have been operating effectively throughout the year.

In addition, our information specialists will review IT general and applications controls related to:

- The City's IT organizational structure and overall operations (personnel qualifications, policies, set up of the operations, systems development, maintenance procedures, etc.)
- Hardware/software systems used
- Users' functional access rights/privileges in the system
- Business continuity procedures/plans

OUR VALUES RELATED TO SERVICE

AGH's #1 business principle guiding our approach is to "work for our clients' success." To achieve that goal, we work hard to earn our clients' trust by demonstrating honesty and integrity in everything we do and by partnering with our clients to provide effective and efficient audit services, but also to help them be successful in their missions.

Superior client service means that although we are independent auditors, it is not a "gotcha" game but a partnership to meet goals together. Our clients describe working with AGH using phrases like these:

CITY OF OKLAHOMA CITY, OKLAHOMA
Public sector audit

"AGH has been the best firm I have ever encountered. Their process and organization causes little disruption to staff, and they are very timely with our deadlines. They provide other services during the year as we need them such as trainings, assistance with GASBs and other accounting issues, and are very responsive whenever we call them."

Laura Papas, Controller
City of Oklahoma City, Oklahoma

We listen – and we solve problems.

2.8 IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

AGH is not aware of, nor anticipates any potential audit problems. However, if that changes in the future, we will communicate with the City as soon as possible to resolve any issues.

2.9 REPORT FORMAT

AGH does not anticipate any problems in connection with the format of the City's Annual Comprehensive Financial Report.

2.10 OTHER INFORMATION

2.10.1: AGH conducts numerous general and specialized training programs to keep all members of the firm current with advanced techniques.

In addition, AGH has long recognized the need for specialized training related to a specific industry area, such as the public sector. Our team has conducted specialized accounting and auditing training sessions for our professional staff members. Our continuing education requirements for our team exceed the requirements of the revised Government Audit Standards and the additional CPE requirements needed for membership in the AICPA's GAQC. In addition, key team members attend or instruct local and regional training courses sponsored by the AICPA, KSCPA, GFOA, and Association of Government Accountants (AGA).

A sample of our team's most recent continuing education follows:

Organization	Program title
AICPA	OPEB-GASB 75: Special Emphasis and Considerations for Non-trusted Plans
GFOA	Annual Governmental GAAP Update
AICPA	Uniform Guidance Year 3: A Deeper Dive Into Challenging Audit Areas
AICPA	Implementing the Financial Statement Presentation Standard: Mastering the Most Difficult Challenges
AICPA	GASB Fair Value: Audit & Accounting Issues
AICPA	Commonly Asked Questions – Uniform Guidance/Yellowbook
AICPA	GASB 75 OPEB Implementation: A&A Considerations
AICPA	Uniform Guidance Considerations: Challenging Comp Areas
GFOA	Accounting for Pensions and OPEB
AICPA	GAQC Annual Update
AICPA	State & Local Government Audit Planning Considerations
AICPA	Governmental Accounting & Auditing Update Conference
AICPA	Understanding SAS 133-Auditor Involvement with Exempt Offering Documents
AGA	Infrastructure Financing with State and Local Government
AICPA	Procurement Under the Uniform Guidance: The Time is Now
GFOA	Accounting and Reporting for Debt
GFOA	GASB 84 Fiduciary Activities
GFOA	GASB 87 Leases
GFOA	Implementing GASB Guidance OPEB
GFOA	Pension and OPEB Reporting

2.10.2: The Overland Park office was opened in July of 2021 and continues to expand and add additional staff in the Kansas City metropolitan area. When the office was opened, we employed one vice president, one senior manager, and one supervisor in the Kansas City area. In the subsequent two years, that staff has grown to two vice presidents, one manager, two supervisors, and three staff auditors, in addition to one tax manager and three tax staff.

AGH hires and retains leading professionals, typically from the Midwest and dedicated to their communities. Continuing education, direction and shared knowledge from senior engagement staff, and these professionals' work on dozens of other governmental engagements will ensure their professional growth and the quality of their work.

To recruit and retain the great talent that differentiates AGH in helping our clients succeed, we consciously work to make and keep AGH an employer of choice. Because of this, the firm's turnover rate is significantly lower than our industry average, especially among management staff. These efforts have paid off as AGH has been named to Accounting Today's Top 100 Accounting Firms to Work For in 2011, 2013-2021 (10 years). AGH is also a perennial honoree in the Wichita Business Journal's Best Places to Work finalist category and won the large company category in 2013.

2.10.3: AGH commits to maintain the same engagement officer and manager for the contract unless the City requests a change. The firm's large public sector team allows for an independent technical reviewer not involved with the audit to serve as an ongoing quality control measure.

The remaining personnel forming our audit team will be selected from the firm's professional staff. All professional staff who would be assigned to the City meet the governmental CPE requirements and, therefore, have adequate training related to governmental accounting and federal grants.

2.10.4: AGH does not have a policy regarding the use of minority firms in completion of the engagement and does not intend do work with any other firms to perform this engagement.

APPENDIX

bakertilly

Baker Tilly US, LLP
101 Washington Street, East
P.O. Box 2629
Charleston, WV 25329
United States of America

T: +1 (304) 346 0441
F: +1 (304) 346 8333
bakertilly.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 6, 2022

To the Shareholders and Officers of Allen, Gibbs & Houlik, L.C.
and the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Allen, Gibbs & Houlik, L.C. (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and an examination of a service organization (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Allen, Gibbs & Houlik, L.C. in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Allen, Gibbs & Houlik, L.C. has received a peer review rating of *pass*.

Baker Tilly US, LLP

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Aon Insurance Services 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Casualty Company (CNA)	20443
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Allen, Gibbs & Houlik, LC
301 N Main Street, Suite 1700
Wichita, KS 67202

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Insurance			APL 188204662	09/01/2023	09/01/2024	$1,000,000 per claim and in the annual aggregate *Limits are as requested	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Allen, Gibbs & Houlik, LC
301 N Main Street, Suite 1700
Wichita, KS 67202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Gretchen McCole

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AGH

CPAs & ADVISORS

ALLEN, GIBBS & HOULIK, L.C.

aghlc.com | aghuniversity.com

913.730.8166

10801 Mastin
Suite 250
Overland Park, KS 66210

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
INDIVIDUAL RATINGS
2023-RFP-08

	Maximum Points	Hood & Associates Kansas City	AGH Kansas City
Experience with Comparable Government Engagements	10	10	10
Adequacy of Staffing Plan/Time Required	10	9	10
Quality & Governmental Experience of Personnel	10	10	10
Experience Involving A-133 Audits	10	10	10
Firm's Policies & Procedures Regarding Staff (Education)	10	9	10
Price	50	50	49
Rating	100	98	99

	Maximum Points	Hood & Associates Kansas City	AGH Kansas City
Experience with Comparable Government Engagements	10	10	10
Adequacy of Staffing Plan/Time Required	10	9	8
Quality & Governmental Experience of Personnel	10	9	10
Experience Involving A-133 Audits	10	10	10
Firm's Policies & Procedures Regarding Staff (Education)	10	10	10
Price	50	50	49
Rating	100	98	97

	Maximum Points	Hood & Associates Kansas City	AGH Kansas City
Experience with Comparable Government Engagements	10	9	9
Adequacy of Staffing Plan/Time Required	10	9	9
Quality & Governmental Experience of Personnel	10	10	10
Experience Involving A-133 Audits	10	8	9
Firm's Policies & Procedures Regarding Staff (Education)	10	8	9
Price	50	50	49
Rating	100	94	95

Prepared by: Leslie Haase
Audit Bid Analysis 2023 8:25 AM 10/9/2023

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
SUMMARY AVERAGE RATING
2023-RFP-08

Company Name	Scorer #1	Scorer #2	Scorer #3	Total Summary Score
AGH	99	97	95	291
Hood & Associates	98	98	94	290

PROFESSIONAL AUDIT SERVICES

RFP# 2023-RFP-08

EVALUATOR COMMENTS

AGH:

Experience: Current and past clients are comparable to the COJ. Multiple Missouri municipalities and governmental entities of engagement. Experience with pension and PFC audits. Thirty years' experience with governmental audits. City of Kansas City, Oklahoma City, Wichita, Overland Park, Olathe, Gardner, Merriam, Grandview and Columbia

Staffing: Engagement office has 15+ years of experience, Independent Technical Reviewer has 20+ years of experience, Daily management of audit has 15+ years of experience and auditors have 15+ years of experience. Adequate and appropriate staffing and audit plan structure for the audit size of COJ. Low turnover.

Quality: Detailed a transition process as part of audit approach. Digital file sharing available. Estimated 600 hours. Standard planning, fieldwork and wrap up phases to ensure audit is completed by deadline. Good methodology outlined.

A-133 Experience: Lots of A-133 experience for large government clients. Several related engagements.

Staff Education: All team members have more than required CPE credits. Staff rotation is adequate. Will have same engagement officer & manager for length of contract.

Hood & Associates:

Experience: Current and past clients are comparable to the COJ. Multiple Missouri municipalities and governmental entities of engagement. Experience with pension and PFC audits. Thirty years' experience with governmental audits. City of Branson, Osage Beach, Rolla, St Joseph, etc.

Staffing: Partner has 28+ years of experience, Senior Manager has 30+ years of experience, Daily management of audit has 30+ years of experience. Other staff limited experience. Adequate and appropriate staffing and audit plan structure for the audit size of COJ. Turnover has been higher.

Quality: Good, flexible methodology. Digital file sharing available. Standard planning, fieldwork and wrap up phases to ensure audit is completed by deadline. Good methodology outlined.

A-133 Experience: Lots of A-133 experience for large government clients. Several related engagements.

Staff Education: All team members have more than required CPE credits. Will notify of staffing changes.

COUNCIL BILL NO. 2023-517 ORDINANCE NO.

AN ORDINANCE approving an agreement for professional auditing services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide professional auditing services; and,

WHEREAS, Section §2.14 of the City Charter requires an annual audit of the financial statements of the City government by a certified public accountant or firm of certified public accountants.

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

Section 1. That the Agreement by and between the City of Joplin and Allen, Gibbs & Houlik, L.C. (AGH) to provide auditing services in accordance with the proposal received September 14, 2023 for the fiscal year ending October 31, 2023 with an option to renew for a period of four (4) subsequent years at the City's option in the amount of $87,000.00 for the first year, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri is authorized and directed, upon recommendation and approval of the City Attorney, to execute said agreement, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-518 – Approving a budget amendment for FY 2023

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-518 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2022-2023 Budget of the City of Joplin.

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

Here is an explanation for the items in Schedule A:

- Amending various departments for utilities, such as electric charges, gas charges, water charges, wastewater charges, and sanitation charges.
- Amending various departments for fuel costs, central garage repairs and other vehicle repairs.
- Amending various departments for repairs and contracts.
- Amending various payroll accounts.
- Amending the price for Motor Vehicles in various funds.
- Amending Health and Worker's Compensation claims.
- Amending Depreciation Expense.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $5,719,350.00.

This is a budget amendment based on expected expenditures for the year. However, expenditures for the fiscal year will continue through December, while revenue accruals will also continue to be booked through this same time period. This is not a projection of ending fund balance in the various funds, but merely budgeted expenditures compared to actual expenditures to ensure compliance with the charter. The actual increase or decrease to various fund balances will not be known until the accrual entries are completed for the annual audit.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2023-518 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2022-161 on October 17, 2022, which estimated revenues and appropriated funds for the fiscal year 2022-2023; and,

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

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

Section 1. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing appropriations by the total amount of Five Million Seven Hundred Nineteen Thousand Three Hundred Fifty Dollars and No Cents ($5,719,350.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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

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

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
16-Oct-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
001	General Fund				
	City Council	001-0101-500-3115	Fuel, Oil & Diesel	$	500
	City Council	001-0101-500-4210	Central Garage Repairs		500
	City Manager	001-0501-500-3205	Postage		6,000
	City Manager	001-0501-500-6010	Conferences & Seminars		1,000
	City Manager	001-0501-500-7005	Printing Services		5,000
	CM-Prop Action	001-0522-500-2050	Operational Supplies		100
	CM-Special Projects	001-0580-500-7464	Economic Development		80,000
	City Clerk	001-0801-500-3010	Gas Charges		300
	City Clerk	001-0801-500-5265	Maintenance Contracts		500
	City Clerk	001-0801-500-7010	Copy Services		1,000
	City Prosecutor	001-1003-500-2120	General Office Supplies		500
	City Prosecutor	001-1003-500-7010	Copy Services		1,000
	City Staff Development	001-1204-500-1725	Employee Physicals		20,000
	City Staff Development	001-1204-500-1750	Pre-Employment Testing		7,000
	Building Regulations	001-1506-570-2120	General Office Supplies		300
	Building Regulations	001-1506-570-3115	Fuel, Oil & Diesel		1,500
	Building Regulations	001-1506-570-3205	Postage		2,000
	Building Regulations	001-1506-570-6005	Travel Expenses		2,500
	Building Regulations	001-1506-570-8210	Motor Vehicles		14,000
	Building Regulations	001-1506-570-8315	Computer Equipment		5,000
	BR-Prop Action	001-1522-570-1010	Regular Wages		20,000
	BR-Prop Action	001-1522-570-8210	Motor Vehicles		78,000
	BR-Prop Action	001-1522-570-8315	Computer Equipment		5,500
	Finance	001-2003-500-5045	Auctioneer Fee		15,000
	Finance	001-2003-500-5265	Maintenance Contracts		1,000
	Finance	001-2003-500-7005	Printing Services		2,500
	Information Technology	001-2501-500-1530	Standby Pay		2,000
	Information Technology	001-2501-500-2110	Computer Software		10,000
	Information Technology	001-2501-500-3015	Telephone Charges		4,000
	Information Technology	001-2501-500-4015	Computer Equipment Repair		2,000
	Information Technology	001-2501-500-7010	Copy Services		1,000
	Municipal Court Admin	001-3001-500-2120	General Office Supplies		1,500
	Court-Judicial Services	001-3002-500-6110	Publications & Subscriptions		200
	City Facility Maintenance	001-4502-520-2015	Janitorial Supplies		1,500
	City Facility Maintenance	001-4502-520-3005	Electric Charges		42,500
	City Facility Maintenance	001-4502-520-3010	Gas Charges		18,000
	City Facility Maintenance	001-4502-520-3020	Water Charges		300
	City Facility Maintenance	001-4502-520-3115	Fuel, Oil & Diesel		5,000
	City Facility Maintenance	001-4502-520-4210	Central Garage Repairs		11,000
	City Facility Maintenance	001-4502-520-5265	Maintenance Contracts		1,000
	City Hall Maintenance	001-4504-520-3005	Electric Charges		27,000
	City Hall Maintenance	001-4504-520-3010	Gas Charges		27,000
	City Hall Maintenance	001-4504-520-3020	Water Charges		3,000
	City Hall Maintenance	001-4504-520-3035	Sanitation Charges		1,500
	Engineering	001-4505-520-2050	Operational Supplies		1,000
	Engineering	001-4505-520-3115	Fuel, Oil & Diesel		1,000
	PW Operations	001-4506-520-3115	Fuel, Oil & Diesel		300
	Police Uniform Operations	001-5501-510-5265	Maintenance Contracts		3,500
	Police Uniform Operations	001-5501-510-7030	Fees & Permits		1,000
	Police Uniform Operations	001-5501-510-8210	Motor Vehicles		14,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
16-Oct-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Police Uniform Operations	001-5502-510-8315	Computer Equipment			5,000
	Police Investigations	001-5503-510-6105	Dues & Memberships			1,000
	Police Professional Stds	001-5504-510-2765	Firing Range Operational			13,000
	Police Professional Stds	001-5504-510-3115	Fuel, Oil & Diesel			1,500
	Police Professional Stds	001-5504-510-5265	Maintenance Contracts			5,500
	Police Jail Services	001-5507-510-2205	Food & Beverage Supplies			10,000
	Police Special Services	001-5508-510-2110	Computer Software			300
	Police Special Services	001-5508-510-3115	Fuel, Oil & Diesel			2,000
	Police Special Services	001-5508-510-4210	Central Garage Repairs			4,000
	Police Special Services	001-5508-510-5265	Maintenance Contracts			500
	Police Grants - Local	001-5593-510-1010	Regular Wages			15,000
	Fire Administration	001-6001-510-3115	Fuel, Oil & Diesel			4,000
	Fire Operations	001-6002-510-2010	Wearing Apparel			6,000
	Fire Operations	001-6002-510-1010	Regular Wages			50,000
	Fire Operations	001-6002-510-1020	Overtime Wages			50,000
	Fire Operations	001-6002-510-3010	Gas Charges			2,200
	Fire Operations	001-6002-510-3115	Fuel, Oil & Diesel			10,000
	Fire Operations	001-6002-510-4125	General Equipment Repairs			10,000
	Fire Operations	001-6002-510-4205	Vehicle Repairs			20,000
	Fire Operations	001-6002-510-8010	Building Improvements			6,000
	Fire Operations	001-6002-510-8210	Motor Vehicles			80,000
	Fire Operations	001-6002-510-8315	Computer Equipment			25,000
	Fire Prevention	001-6003-510-1010	Regular Wages			25,000
	Fire Prevention	001-6003-510-1530	Standby Pay			30,000
	Fire Prevention	001-6003-510-2050	Operational Supplies			200
	Fire Prevention	001-6003-510-3115	Fuel, Oil & Diesel			600
	Fire Prevention	001-6003-510-4205	Vehicle Repairs			1,500
	Cemeteries	001-6540-560-2050	Operational Supplies			1,000
	Cemeteries	001-6540-560-3115	Fuel, Oil & Diesel			2,500
	Emergency Management	001-7001-510-3115	Fuel, Oil & Diesel			500
	Neighborhood Improvement	001-8001-520-1010	Regular Wages			10,000
	Neighborhood Improvement	001-8001-520-2050	Operational Supplies			100
	Neighborhood Improvement	001-8001-520-3115	Fuel, Oil & Diesel			1,000
	Neighborhood Improvement	001-8001-520-3205	Postage			1,000
	Neighborhood Improvement	001-8001-520-8315	Computer Equipment			1,600
	Total General Fund			$	-	846,000
010	Pension Sales Tax					
	P&F Pension Services	010-2005-500-7175	Contribution to Pension Plan	$		100,000
	Total Pension Sales Tax Fund			$	-	100,000
101	Public Safety Sales Tax					
	Police	101-5575-510-1720	Employee Recruitment	$		100,000
	Police	101-5575-510-2840	Facility Lease			2,000
	Police	101-5575-510-3115	Fuel, Oil & Diesel			20,000
	Police	101-5575-510-4210	Central Garage Repairs			30,000
	Police	101-5575-510-5265	Maintenance Contracts			20,000
	Fire	101-6075-510-1020	Overtime Pay			50,000
	Fire	101-6075-510-1530	Standby Pay			20,000
	Fire	101-6075-510-2010	Wearing Apparel			6,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
16-Oct-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Fire	101-6075-510-2825	Safety Equipment			37,000
	Fire	101-6075-510-3010	Gas Charges			1,000
	Fire	101-6075-510-4205	Vehicle Repairs			8,000
	Fire	101-6075-510-6060	Paramedic Training			3,200
	Fire	101-6075-510-8005	Building Acquisitions			300,000
	Fire	101-6075-510-8210	Motor Vehicles			200,000
	Training Center	101-6275-510-2015	Janitorial Supplies			1,000
	Training Center	101-6275-510-3010	Gas Charges			21,500
	Training Center	101-6275-510-4105	Property Repairs			7,000
	Training Center	101-6275-510-6115	Educational Materials			2,500
	Total Public Safety Sales Tax Fund			$	-	829,200
105	CVB Fund					
	CVB Administration	105-4001-560-2815	Special Events & Promotions	$		30,000
	CVB Special Projects	105-4080-560-3115	Fuel, Oil & Diesel			1,000
	CVB Special Projects	105-4080-560-4105	Property Repairs			6,000
	CVB Special Projects	105-4080-560-4210	Central Garage Repairs			3,000
	Total CVB Fund			$	-	40,000
110	Health Fund					
	Health Administration	110-3501-550-3115	Fuel, Oil & Diesel	$		600
	Health Administration	110-3501-550-5625	Maintenance Contracts			1,000
	Health Administration	110-3501-550-7131	Merchant Card Service Fee			2,000
	Health Administration	110-3501-550-8210	Motor Vehicles			42,100
	Health WIC Services	110-3502-550-5625	Maintenance Contracts			3,000
	Health Environmental Servic	110-3503-550-3115	Fuel, Oil & Diesel			1,000
	Health Medical Services	110-3504-550-2805	Promotional Materials			1,000
	Health Animal Control	110-3505-550-3010	Gas Charges			300
	Health Animal Control	110-3505-550-3115	Fuel, Oil & Diesel			4,000
	Health Animal Control	110-3505-550-8210	Motor Vehicles			8,000
	Total Health Fund			$	-	63,000
115	Parks Fund					
	Parks Administration	115-6501-560-2130	Small Office Furnishings	$		1,200
	Parks Administration	115-6501-560-7513	Friends of the Park			1,000
	Parks Pools	115-6510-560-1210	Seasonal Wages			57,000
	Parks Pools	115-6510-560-2210	Resale Concession Supplies			13,000
	Parks Pools	115-6510-560-2605	Chemicals & Lab Supplies			11,000
	Parks Pools	115-6510-560-3020	Water Charges			50,000
	Parks Pools	115-6510-560-4105	Property Repairs & Maintenance			5,000
	Parks Pools	115-6510-560-6115	Educational Materials			1,200
	Parks Recreation Programs	115-6511-560-2815	Special Events & Promotions			7,000
	Parks Recreation Programs	115-6511-560-5055	Contractor Fees			20,000
	Parks Senior Services	115-6512-560-3010	Gas Charges			12,000
	Parks Senior Services	115-6512-560-4105	Property Repairs & Maintenance			8,500
	Parks Memorial Hall	115-6513-560-2050	Operational Supplies			250
	Parks Memorial Hall	115-6513-560-3005	Electric Charges			3,000
	Parks Memorial Hall	115-6513-560-4105	Property Repairs & Maintenance			1,000
	Parks Museum Operations	115-6514-560-2050	Operational Supplies			4,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
16-Oct-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Parks Museum Operations	115-6514-560-3010	Gas Charges			2,000
	Parks Museum Operations	115-6514-560-3015	Telephone Charges			1,000
	Parks Museum Operations	115-6514-560-7131	Merchant Card Service Fee			1,000
	Parks Museum Operations	115-6514-560-7205	Resale Inventory			500
	Parks Athletic Complex	115-6516-560-2050	Operational Supplies			2,000
	Parks Athletic Complex	115-6516-560-2845	Landscaping Materials			1,000
	Parks Athletic Complex	115-6516-560-3020	Water Charges			33,000
	Parks Athletic Complex	115-6516-560-3115	Fuel, Oil & Diesel			17,000
	Parks Athletic Complex	115-6516-560-4105	Property Repairs & Maintenance			5,000
	Parks Athletic Complex	115-6516-560-6010	Conferences & Seminars			1,000
	Parks Athletic Complex	115-6516-560-7030	Fees & Permits			2,000
	Parks Stadium Maintenance	115-6530-560-3005	Electric Charges			4,000
	Parks Stadium Maintenance	115-6530-560-3010	Gas Charges			2,000
	Parks Stadium Maintenance	115-6530-560-3020	Water Charges			3,500
	Parks Stadium Maintenance	115-6530-560-3035	Sanitation Charges			2,000
	Parks Grounds Maintenance	115-6532-560-2030	Maintenance Supplies			2,000
	Parks Grounds Maintenance	115-6532-560-2405	Hand Tools			1,000
	Parks Grounds Maintenance	115-6532-560-3005	Electric Charges			25,000
	Parks Grounds Maintenance	115-6532-560-3010	Gas Charges			1,000
	Parks Grounds Maintenance	115-6532-560-3020	Water Charges			17,000
	Parks Grounds Maintenance	115-6532-560-3030	Wastewater Charges			6,000
	Parks Grounds Maintenance	115-6532-560-3035	Sanitation Charges			6,500
	Parks Grounds Maintenance	115-6532-560-6010	Conferences & Seminars			1,000
	Parks Grounds Maintenance	115-6532-560-8210	Motor Vehicles			36,500
	Total Parks Fund			$	-	368,150
120	Solid Waste Management Fund					
	Planning Administration	120-4510-540-2415	Machinery, Tools & Implement			1,000
	Planning Administration	120-4510-540-3005	Electric Charges			1,500
	Planning Administration	120-4510-540-3035	Sanitation Charges			2,000
	Planning Administration	120-510-540-3115	Fuel, Oil & Diesel			1,000
	Special Programs	120-4511-540-7405	City Wide Cleanup Program			55,000
	Trash Services	120-4515-540-5030	WW/Trash Administration			130,000
	Total Solid Waste Management Fund			$	-	190,500
140	TST Fund					
	Street Maintenance	140-4520-530-3005	Electric Charges			65,000
	Street Maintenance	140-4520-530-3010	Gas Charges			1,000
	Street Maintenance	140-4520-530-3115	Fuel, Oil & Diesel			32,000
	Street Maintenance	140-4520-530-6010	Conferences & Seminars			3,000
	Street Maintenance	140-4520-530-7030	Fees & Permits			8,000
	Street Cleaning	140-4521-530-3115	Fuel, Oil & Diesel			10,000
	Traffic Control	140-4530-530-3005	Electric Charges			1,100
	Traffic Control	140-4530-530-3010	Gas Charges			1,000
	Traffic Control	140-4530-530-3035	Sanitation Charges			2,500
	Traffic Control	140-4530-530-3115	Fuel, Oil & Diesel			1,000
	Traffic Control	140-4530-530-4105	Property Repairs			1,000
	Traffic Signal Maintenance	140-4531-530-4210	Central Garage Repairs			2,500
	Paratransit System	140-5002-530-3005	Electric Charges			2,500
	Paratransit System	140-5002-530-3010	Gas Charges			600

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
16-Oct-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Paratransit System	140-5002-530-7131	Merchant Card Service Fee			1,500
	Paratransit System	140-5002-530-8210	Motor Vehicles			7,000
	Total TST Fund			$	-	139,700
150	Community Planning Fund					
	Planning & Zoning	150-1505-570-1010	Regular Wages			35,000
	CARES CDBG	150-1519-570-7489	Area Agency on Aging			20,000
	CARES CDBG	150-1519-570-7511	Ozark Center Counseling			10,000
	MPO	150-1591-570-1010	Regular Wages			15,000
	Total Community Planning Fund			$	-	80,000
175	American Rescue Plan Act Fund					
	Special Projects	175-8680-500-8220	Operating Equipment	$		70,000
	Total Public American Rescue Plan Act Fund			$	-	70,000
405	Airport Fund					
	Regional Airport	405-5004-520-3005	Electric Charges			33,000
	Regional Airport	405-5004-520-3010	Gas Charges			3,500
	Regional Airport	405-5004-520-3030	Wastewater Charges			3,000
	Regional Airport	405-5004-520-3115	Fuel, Oil & Diesel			10,000
	Regional Airport	405-5004-520-4105	Property Repairs & Maintenance			25,000
	Regional Airport	405-5004-520-5010	Consulting Fees			25,000
	Regional Airport	405-5004-520-7066	Air Service Grant			1,100
	Regional Airport	405-5004-520-7125	Depreciation Expense			255,000
	Total Airport Fund			$	-	355,600
410	Golf Course Fund					
	Golf Administration	410-6520-560-1210	Seasonal Wages	$		55,000
	Golf Administration	410-6520-560-2015	Janitorial Supplies			1,500
	Golf Administration	410-6520-560-3005	Electric Charges			500
	Golf Administration	410-6520-560-3010	Gas Charges			500
	Golf Administration	410-6520-560-3020	Water Charges			500
	Golf Administration	410-6520-560-3030	Wastewater Charges			500
	Golf Administration	410-6520-560-3115	Fuel, Oil & Diesel			4,000
	Golf Administration	410-6520-560-4105	Property Repairs & Maintenance			2,500
	Golf Administration	410-6520-560-7205	Resale Inventory			9,500
	Grounds Maintenance	410-6521-560-1210	Seasonal Wages			15,000
	Grounds Maintenance	410-6521-560-2050	Operational Supplies			1,000
	Grounds Maintenance	410-6521-560-2605	Chemical & Lab Supplies			2,000
	Grounds Maintenance	410-6521-560-2845	Landscaping Materials			2,000
	Grounds Maintenance	410-6521-560-3035	Sanitation Charges			500
	Grounds Maintenance	410-6521-560-4105	Property Repairs & Maintenance			1,000
	Grounds Maintenance	410-6521-560-4210	Central Garage Repairs			5,000
	Grounds Maintenance	410-6521-560-6005	Travel Expenses			500
	Grounds Maintenance	410-6521-560-7125	Depreciation Expense			22,500
	Total Golf Course Fund			$	-	124,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
16-Oct-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-2120	General Office Supplies	$		5,000
	Billing & Collection	415-2002-540-3205	Postage			32,500
	Sewer Treatment	415-4541-540-2030	Maintenance Supplies			90,000
	Sewer Treatment	415-4541-540-2825	Safety Equipment			40,000
	Sewer Treatment	415-4541-540-3005	Electric Charges			117,000
	Sewer Treatment	415-4541-540-3010	Gas Charges			130,000
	Sewer Treatment	415-4541-540-3020	Water Charges			90,000
	Sewer Treatment	415-4541-540-3030	Wastewater Charges			22,000
	Sewer Treatment	415-4541-540-3115	Fuel, Oil & Diesel			20,000
	Sewer Treatment	415-4541-540-4105	Property Repairs & Maintenance			220,000
	Sewer Treatment	415-4541-540-4210	Central Garage Repairs			50,000
	Sewer Treatment	415-4541-540-7030	Fees & Permits			18,000
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			115,000
	Sewer Maintenance	415-4542-540-3005	Electric Charges			1,000
	Sewer Maintenance	415-4542-540-3010	Gas Charges			3,000
	Sewer Maintenance	415-4542-540-3115	Fuel, Oil & Diesel			10,000
	Sewer Maintenance	415-4542-540-5010	Consulting Fees			45,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			290,000
	Total Sanitary Sewer Fund			$	-	1,298,500
505	Central Garage Fund					
	Central Garage	505-7870-500-3005	Electric Charges	$		1,000
	Central Garage	505-7870-500-3010	Gas Charges			2,000
	Central Garage	505-7870-500-3115	Fuel, Oil & Diesel			3,000
	Central Garage	505-7870-500-3116	Outside Agency Fuel			7,000
	Central Garage	505-7870-500-4210	Central Garage Repairs			1,500
	Central Garage	505-7870-500-5265	Maintenance Contracts			1,000
	Central Garage	505-7870-500-7125	Depreciation Expense			7,500
	Central Garage	505-7870-500-7220	Cost of Fuel & Oil Sales			409,700
	Central Garage	505-7870-500-7225	Cost of Parts & Materials			45,000
	Total Central Garage Fund			$	-	477,700
510	Health Self-Insurance Fund					
	Employee Health	510-7504-500-5305	Judgments & Claims	$		500,000
	Employee Health	510-7504-500-7030	Fees & Permits			5,000
	Total Health Self-Insurance Fund			$	-	505,000
512	Workers Compensation Fund					
	Workers Compensation	512-7503-500-5305	Judgments & Claims	$		100,000
	Total Workers Compensation Fund			$	-	100,000
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-7085	Unemployment Claims	$		10,000
	Total General Liability Insurance Fund			$	-	10,000
520	Emergency Communications Fund					

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
16-Oct-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Dispatch Services	520-8502-510-2050	Operational Supplies	$		1,000
	Dispatch Services	520-8502-510-5265	Maintenance Contracts			30,000
	Dispatch Services	520-8502-510-7125	Depreciation Expense			75,000
	Radio Services	520-8503-510-1530	Standby Pay			15,000
	Radio Services	520-8503-510-2745	Portable Communication Supplies			1,000
	Total Emergency Communications Fund			$	-	122,000
	Grand Total			$	-	5,719,350

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-519 – Approving the FY 2024 Budget

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-519 Ordinance; Budget Summary for the FY 2024 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; and Budget Reconciliation-Proposed to Adopted

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the 2023-2024 budget for the City of Joplin.

BACKGROUND
This Council Bill adopts the 2023-2024 budget, excluding the fire department, for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $185,561,427.00 in revenue (including transfers but excluding component units) and $181,265,323.00 in appropriations (including transfers but excluding component units).

FUNDING SOURCE
This item is not applicable for the budget adoption.

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

COUNCIL BILL NO. 2023-519 ORDINANCE NO.

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2023 to October 31, 2024, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years; and,

WHEREAS, the City Council has fully complied with all the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon.

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

Section 1. The FY 2023-2024 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2023 to October 31, 2024.

Section 2. The detailed estimated revenues, including transfers but excluding component units, of the City for the period from November 1, 2023 to October 31, 2024 are $185,561,427.00 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document excluding component units, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2023 to October 31, 2024 are $167,205,001.00.

Section 4. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 5. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2022-2023 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2023. The amount of the increase to the FY 2023-2024 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 6. That, if and when, appropriations are made during the Budget period November 1, 2023 to October 31, 2024, to some office, department, or purpose not herein designated and no

requisitioning authority is specifically designated in such appropriation ordinance; the requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 7. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 8. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 9. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 10. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 75,258,538	$ -	$ 1,061,750	$ 76,320,288
Licenses & Permits	2,115,312	-	-	2,115,312
Fines & Forfeitures	763,300	-	-	763,300
Service Charges & User Fees	3,734,266	26,530,497	-	30,264,763
Charges & Assessments	1,219,014	11,024,307	-	12,243,321
Other Income & Donations	3,257,400	1,053,000	100	4,310,500
Intergovernmental	35,276,573	13,642,282	-	48,918,855
TOTAL REVENUES	**$121,624,403**	**$ 52,250,086**	**$ 1,061,850**	**$ 174,936,339**
EXPENDITURES				
General Government	$ 8,586,405	$ 13,536,995	$ 1,167,000	$ 23,290,400
Public Safety	37,640,447	2,202,403	-	39,842,850
Public Works	11,379,146	3,245,619	-	14,624,765
Highways & Streets	33,340,855	-	-	33,340,855
Environmental	3,315,136	13,122,493	-	16,437,629
Health Services	3,253,157	-	-	3,253,157
Culture & Recreation	21,611,669	967,233	-	22,578,902
Social Services	5,364,232	-	-	5,364,232
Debt Service	-	255,547	-	255,547
Infrastructure/Economic Development	8,744,050	-	-	8,744,050
TOTAL EXPENDITURES	**$133,235,097**	**$ 33,330,290**	**$ 1,167,000**	**$ 167,732,387**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (11,610,694)**	**$ 18,919,796**	**$ (105,150)**	**$ 7,203,952**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 10,805,438	$ 881,500	$ -	11,686,938
Transfers Out	(12,805,073)	(1,894,863)	-	(14,699,936)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (1,999,635)**	**$ (1,013,363)**	**$ -**	**$ (3,012,998)**
NET CHANGE IN FUND BALANCE	**$ (13,610,329)**	**$ 17,906,433**	**$ (105,150)**	**$ 4,190,954**
FUND BALANCE, BEGINNING OF YEAR	**$ 83,189,876**	**$ 167,687,676**	**$ 9,164,804**	**$ 260,042,356**
FUND BALANCE, END OF YEAR	**$ 69,579,547**	**$ 185,594,109**	**$ 9,059,654**	**$ 264,233,310**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 169,206,279	$ -	$ 169,206,279
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	19,696,638	-	-	19,696,638
Unrestricted Fund Balance/Net Assets	49,882,909	12,684,069	9,059,654	71,626,632
TOTAL FUND BALANCE SUMMARY	**$ 69,579,547**	**$ 185,594,109**	**$ 9,059,654**	**$ 264,233,310**

Summary of Governmental Funds

	General Fund	1/2-Cent Sales Tax Pension	Public Safety Sales Tax Fund	Convention & Tourism Fund	Health & Welfare Fund	Parks & Recreation Fund	Solid Waste Management Fund
REVENUES							
Taxes	$ 27,411,260	$ 9,900,630	$ 9,900,630	$ 1,660,000	$ 538,200	$ 538,200	$ 538,200
Licenses & Permits	2,052,862	-	-	-	-	1,700	-
Fines & Forfeitures	763,300	-	-	-	-	-	-
Service Charges & User Fees	163,592	-	3,500	-	10,400	661,324	2,766,000
Charges & Assessments	204,064	-	-	1,000	123,950	-	30,000
Other Income & Donations	3,125,300	-	-	-	15,500	21,600	-
Federal Grants	475,812	-	-	-	595,976	-	-
State Grants	77,000	-	-	53,213	830,203	-	61,198
Local Grants	215,800	-	-	-	65,000	-	-
TOTAL REVENUES	**$ 34,488,990**	**$ 9,900,630**	**$ 9,904,130**	**$ 1,714,213**	**$ 2,179,229**	**$ 1,222,824**	**$ 3,395,398**
EXPENDITURES							
General Government	$ 8,528,365	$ -	$ -	$ -	$ -	$ -	$ 58,040
Public Safety	21,794,590	8,900,630	6,945,227	-	-	-	-
Public Works	2,217,146	-	400,000	-	-	-	-
Highways & Streets	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	3,315,136
Health Services	-	-	-	-	3,253,157	-	-
Culture & Recreation	476,255	-	-	1,659,842	-	4,867,805	-
Social Services	2,255,144	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 35,271,500**	**$ 8,900,630**	**$ 7,345,227**	**$ 1,659,842**	**$ 3,253,157**	**$ 4,867,805**	**$ 3,373,176**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ (782,510)**	**$ 1,000,000**	**$ 2,558,903**	**$ 54,371**	**$ (1,073,928)**	**$ (3,644,981)**	**$ 22,222**
OTHER FINANCING SOURCES (USES)							
Transfers In	$ 5,195,549	$ -	$ -	$ -	$ 1,070,000	$ 3,737,500	$ -
Transfers Out	(6,439,326)	-	(1,853,352)	(65,658)	(70,394)	(133,926)	(56,807)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (1,243,777)**	**$ -**	**$ (1,853,352)**	**$ (65,658)**	**$ 999,606**	**$ 3,603,574**	**$ (56,807)**
NET CHANGE IN FUND BALANCE	**$ (2,026,287)**	**$ 1,000,000**	**$ 705,551**	**$ (11,287)**	**$ (74,322)**	**$ (41,407)**	**$ (34,585)**
FUND BALANCE, BEG. OF YEAR	**$ 26,665,027**	**$ 4,450,291**	**$ 6,856,266**	**$ 2,183,080**	**$ 1,730,541**	**$ 96,412**	**$ 1,863,725**
FUND BALANCE, END OF YEAR	**$ 24,638,740**	**$ 5,450,291**	**$ 7,561,817**	**$ 2,171,793**	**$ 1,656,219**	**$ 55,005**	**$ 1,829,140**
FUND BALANCE SUMMARY:							
Reserved for Contingency-PS	$ -	$ -	$ 1,581,354	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	-	5,980,463	-	-	-	-
Reserved for Contingency	6,684,530	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	5,450,291	-	-	-	-	-
Unrestricted Fund Balance	17,954,210	-	-	2,171,793	1,656,219	55,005	1,829,140
TOTAL FUND BALANCE SMRY	**$ 24,638,740**	**$ 5,450,291**	**$ 7,561,817**	**$ 2,171,793**	**$ 1,656,219**	**$ 55,005**	**$ 1,829,140**

Parks & Stormwater Sales Tax Fund	Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	Amrican Rescue Plan Act Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 4,950,315	$ 12,395,630	$ 7,425,473	$ -	$ -	$ -	$ -	$ -	$ -	$ 75,258,538
-	-	-	60,750	-	-	-	-	-	2,115,312
-	-	-	-	-	-	-	-	-	763,300
-	98,200	-	31,250	-	-	-	-	-	3,734,266
-	725,000	-	100,000	-	-	-	-	-	1,219,014
-	95,000	-	-	-	-	-	-	35,000	3,257,400
6,437,133	-	4,000,000	2,327,996	-	8,888,000	-	5,694,050	-	28,418,967
-	1,046,400	4,000,000	478,792	-	-	-	10,000	-	6,556,806
-	20,000	-	-	-	-	-	-	-	300,800
$ 11,387,448	**$ 14,380,230**	**$ 15,425,473**	**$ 2,998,788**	**$ -**	**$ 8,888,000**	**$ -**	**$ 5,704,050**	**$ 35,000**	**$ 121,624,403**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,586,405
-	-	-	-	-	-	-	-	-	37,640,447
-	-	-	-	-	8,650,000	-	-	112,000	11,379,146
8,038,477	10,716,150	14,586,228	-	-	-	-	-	-	33,340,855
-	-	-	-	-	-	-	-	-	3,315,136
-	-	-	-	-	-	-	-	-	3,253,157
14,607,767	-	-	-	-	-	-	-	-	21,611,669
-	-	-	3,109,088	-	-	-	-	-	5,364,232
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	8,744,050	-	8,744,050
$ 22,646,244	**$ 10,716,150**	**$ 14,586,228**	**$ 3,109,088**	**$ -**	**$ 8,650,000**	**$ -**	**$ 8,744,050**	**$ 112,000**	**$ 133,235,097**
$ (11,258,796)	**$ 3,664,080**	**$ 839,245**	**$ (110,300)**	**$ -**	**$ 238,000**	**$ -**	**$ (3,040,000)**	**$ (77,000)**	**$ (11,610,694)**
$ 238,000	$ -	$ -	$ 114,389	$ -	$ -	$ -	$ 450,000	$ -	$ 10,805,438
(604,350)	(2,913,410)	(417,579)	(12,271)	-	(238,000)	-	-	-	(12,805,073)
$ (366,350)	**$ (2,913,410)**	**$ (417,579)**	**$ 102,118**	**$ -**	**$ (238,000)**	**$ -**	**$ 450,000**	**$ -**	**$ (1,999,635)**
$ (11,625,146)	**$ 750,670**	**$ 421,666**	**$ (8,182)**	**$ -**	**$ -**	**$ -**	**$ (2,590,000)**	**$ (77,000)**	**$ (13,610,329)**
$ 8,068,749	**$ 12,403,357**	**$ 11,062,363**	**$ 128,506**	**$ 3,816,577**	**$ -**	**$ -**	**$ 3,442,396**	**$ 422,586**	**$ 83,189,876**
$ (3,556,397)	**$ 13,154,027**	**$ 11,484,029**	**$ 120,324**	**$ 3,816,577**	**$ -**	**$ -**	**$ 852,396**	**$ 345,586**	**$ 69,579,547**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,581,354
-	-	-	-	-	-	-	-	-	5,980,463
-	-	-	-	-	-	-	-	-	6,684,530
-	-	-	-	-	-	-	-	-	-
(3,556,397)	13,154,027	11,484,029	120,324	3,816,577	-	-	-	-	5,450,291
$ (3,556,397)	**$ 13,154,027**	**$ 11,484,029**	**$ 120,324**	**$ 3,816,577**	**$ -**	**$ -**	**$ 852,396**	**$ 345,586**	**$ 69,579,547**

Summary of Proprietary Funds

REVENUES	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	748,620	835,362	21,095,000	-
Charges & Assessments	-	10,000	180,000	1,968,800
Other Income & Donations	5,000	2,500	7,500	-
Federal Grants	10,042,500	-	3,599,782	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 10,796,120**	**$ 847,862**	**$ 24,882,282**	**$ 1,968,800**
EXPENSES				
General Government	$ -	$ -	$ 1,051,885	$ 1,905,802
Public Safety	-	-	-	-
Public Works	3,245,619	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	13,122,493	-
Health Services	-	-	-	-
Culture & Recreation	-	967,233	-	-
Social Services	-	-	-	-
Debt Service	-	-	255,547	-
TOTAL EXPENSES	**$ 3,245,619**	**$ 967,233**	**$ 14,429,925**	**$ 1,905,802**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ 7,550,501**	**$ (119,371)**	**$ 10,452,357**	**$ 62,998**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 650,000	$ 231,500	$ -	$ -
Transfers Out	(178,313)	(31,200)	(1,521,072)	(48,867)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 471,687**	**$ 200,300**	**$ (1,521,072)**	**$ (48,867)**
NET CHANGE IN NET ASSETS	**$ 8,022,188**	**$ 80,929**	**$ 8,931,285**	**$ 14,131**
NET ASSETS, BEGINNING OF YEAR	**$ 53,302,504**	**$ 579,585**	**$ 106,101,653**	**$ 775,389**
NET ASSETS, END OF YEAR	**$ 61,324,692**	**$ 660,514**	**$ 115,032,938**	**$ 789,520**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 61,025,100	$ 548,551	$ 105,448,676	$ 648,841
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	299,592	111,963	5,880,501	140,679
TOTAL NET ASSETS SUMMARY	**$ 61,324,692**	**$ 660,514**	**$ 115,032,938**	**$ 789,520**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,505,000	-	-	2,346,515	26,530,497
5,200,000	1,807,481	1,858,026	-	11,024,307
936,500	101,500	-	-	1,053,000
-	-	-	-	13,642,282
-	-	-	-	-
-	-	-	-	-
$ 7,641,500	**$ 1,908,981**	**$ 1,858,026**	**$ 2,346,515**	**$ 52,250,086**
$ 7,559,000	$ 1,323,159	$ 1,697,149	$ -	$ 13,536,995
-	-	-	2,202,403	2,202,403
-	-	-	-	3,245,619
-	-	-	-	-
-	-	-	-	13,122,493
-	-	-	-	-
-	-	-	-	967,233
-	-	-	-	-
-	-	-	-	255,547
$ 7,559,000	**$ 1,323,159**	**$ 1,697,149**	**$ 2,202,403**	**$ 33,330,290**
$ 82,500	**$ 585,822**	**$ 160,877**	**$ 144,112**	**$ 18,919,796**
$ -	$ -	$ -	$ -	$ 881,500
-	-	-	(115,411)	(1,894,863)
$ -	**$ -**	**$ -**	**$ (115,411)**	**$ (1,013,363)**
$ 82,500	**$ 585,822**	**$ 160,877**	**$ 28,701**	**$ 17,906,433**
$ 2,730,768	**$ 657,917**	**$ 744,606**	**$ 2,795,254**	**$ 167,687,676**
$ 2,813,268	**$ 1,243,739**	**$ 905,483**	**$ 2,823,955**	**$ 185,594,109**
$ 8,841	$ -	$ -	$ 1,526,270	$ 169,206,279
-	-	-	-	3,703,761
2,804,427	1,243,739	905,483	1,297,685	12,684,069
$ 2,813,268	**$ 1,243,739**	**$ 905,483**	**$ 2,823,955**	**$ 185,594,109**

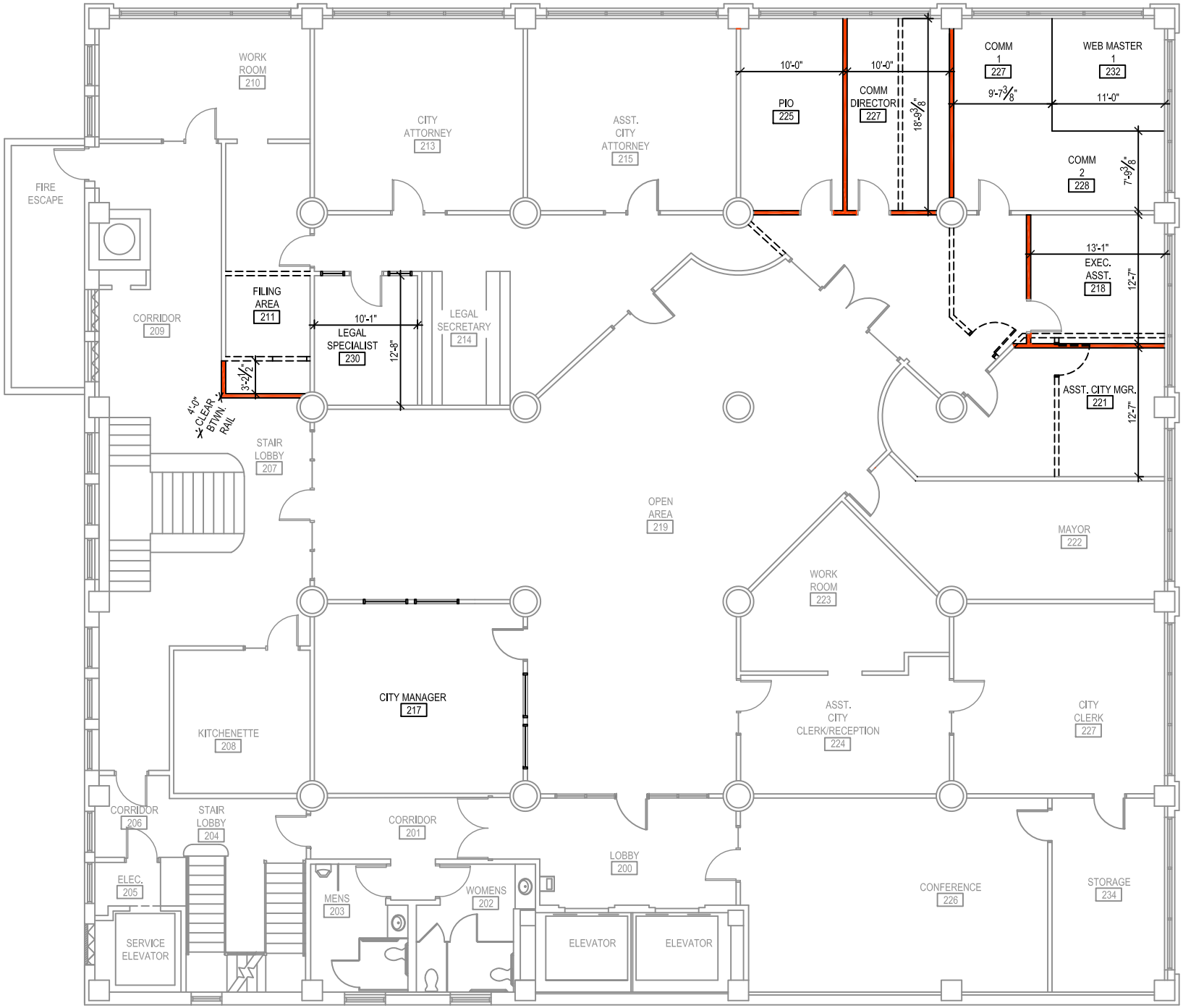
Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 1,061,750	$ -	$ 1,061,750
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	100	-	100
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 1,061,850**	**$ -**	**$ 1,061,850**
EXPENDITURES			
General Government	$ 1,007,000	$ 160,000	$ 1,167,000
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 1,007,000**	**$ 160,000**	**$ 1,167,000**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 54,850**	**$ (160,000)**	**$ (105,150)**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 54,850**	**$ (160,000)**	**$ (105,150)**
FUND BALANCE, BEGINNING OF YEAR	**$ 1,337,646**	**$ 7,827,158**	**$ 9,164,804**
FUND BALANCE, END OF YEAR	**$ 1,392,496**	**$ 7,667,158**	**$ 9,059,654**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	1,392,496	7,667,158	9,059,654
TOTAL FUND BALANCE SUMMARY	**$ 1,392,496**	**$ 7,667,158**	**$ 9,059,654**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2023-2024

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund	Fee Review Increase	(2)	1,146,500	1,177,704	31,204
Health & Welfare	Worksite Wellness Grant	(3)	-	79,000	79,000
Parks & Recreation	Fee Review Increase	(2)	413,500	445,524	32,024
	Transfer from General Fund	(2)	3,246,500	3,437,500	191,000
Community Planning	Fee Review Increase	(2)	66,450	69,000	2,550
	CDBG Grant - 2021 Change	(2)	239,222	242,488	3,266
	Home Consortium - 2021 Change	(2)	526,757	527,808	1,051
	Metro Planning Grant Change	(2)	457,555	459,792	2,237
Municipal Golf Course	Fee Review Increase	(2)	605,000	674,162	69,162
Cemetery Trust	Fee Review Increase	(2)	35,000	37,675	2,675
Worker's Compensation Self-Insurance	Workers Comp Assessment	(2)	1,795,303	1,807,481	12,178
Liability & Property Self-Insurance	Liability Assessment	(2)	1,846,526	1,858,026	11,500
	Total Revenue Increase/(Decrease)		**$ 6,736,484**	**$ 7,150,653**	**$ 414,169**
APPROPRIATIONS					
General Fund	Payroll Adjustment	(2) & (3)	21,906,252	21,945,872	39,620
Use Tax	New Position (7) Payroll Adjustment	(2)	-	560,588	560,588
City Council: Administration	Department Review Facilitator	(2)	-	150,000	150,000
	Council Retreat	(2)	18,000	28,000	10,000
City Manager: Administration	Capital Improvement Sales Tax Project Videos	(2)	5,000	15,000	10,000
	Council Retreat Reduction & Move	(2)	175,000	100,000	(75,000)
Communications: Proposition Action	2nd Floor Remodel	(2)	-	310,200	310,200
	New position Furnishings & Supplies	(2)	-	87,000	87,000
Legal: Proposition Action	New position Furnishings & Supplies	(2)	-	14,700	14,700
Finance: Proposition Action	3rd Floor Remodel & Basement	(2)	-	60,148	60,148
	New Position Furnishings & Supplies	(2)	-	14,700	14,700
Municipal Court: Judicial Services	Judicial Services Payroll Adjustment	(3)	53,500	56,100	2,600
Municipal Court: Proposition Action	New Position Furnishings & Supplies	(2)	-	14,200	14,200
Police: Jail Services	Remove Jail Floor Padded Cell replacement	(3)	31,500	21,500	(10,000)
Parks & Recreation Subsidy	Transfer Increase	(2)	3,246,500	3,437,500	191,000
Public Safety Sales Tax	Payroll Adjustment	(2)	5,520,337	5,500,772	(19,565)
Use Tax: Training Center	New Position (2) Payroll	(2)		134,696	134,696
Use Tax: Training Center	New Position (2) Furnishings & Supplies	(2)	-	37,800	37,800
Police	Squad SUV Replacement Correction	(1)	36,000	18,000	(18,000)
Police	Squad SUV Equipment Replacement Correction	(1)	28,000	14,000	(14,000)
Convention & Tourism	Payroll Adjustment	(2)	335,911	336,719	808
Health & Welfare	Payroll Adjustment	(2)	2,192,595	2,196,996	4,401
Federal Grants	Worksite Wellness Grant	(3)	-	79,000	79,000
Parks & Recreation	Payroll Adjustment	(2)	2,079,568	2,082,080	2,512
Athletic Complex	Wendell Redden Stadium Improvements	(2)	23,500	40,500	17,000
Stadium Maintenance	Joe Becker Stadium Improvements	(2)	-	174,000	174,000
Solid Waste	Payroll Adjustment	(2)	247,445	248,201	756
Parks & Stormwater Sales Tax	Payroll Adjustment	(2)	983,440	985,216	1,776
Parks & Recreation	Trail Wayfinding	(2)	13,866,625	14,016,625	150,000
Transportation Sales Tax Fund	Payroll Adjustment	(2)	3,351,624	3,356,431	4,807
Capital Improvement Sales Tax	Payroll Adjustment	(2)	165,408	165,830	422
Community Planning	Payroll Adjustment	(2)	486,434	487,338	904
Regional Airport	Payroll Adjustment	(2)	777,443	778,789	1,346
	New Position (.25) Payroll Adjustment	(2)	-	17,688	17,688
Municipal Golf Course	Payroll Adjustment	(2)	429,174	429,791	617
Sanitary Sewer	Payroll Adjustment	(2)	3,429,175	3,435,025	5,850
Central Garage	Payroll Adjustment	(2)	305,098	306,035	937
Worker's Compensation Self-Insurance	Payroll Adjustment	(2)	27,834	27,860	26
Liability & Property Self-Insurance	Payroll Adjustment	(2)	27,833	27,860	27
Emergency Communications	Payroll Adjustment	(2)	1,486,911	1,489,188	2,277
	Total Appropriation Increase/(Decrease)		**$ 61,236,107**	**$ 63,201,948**	**$ 1,965,841**

NOTES:
(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.
(3) Changes that occurred between Proposed & Adopted Budget.



OPTION B

SECOND FLOOR PLAN

SCALE 1/8" = 1'-0"

NORTH

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-520 – Approving the Salary Administration Plan for Classified and Unclassified positions and the Salary Administration Plan for Part-Time/Seasonal positions, and certain police and fire positions

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-520 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions; Exhibit "B"-Salary Administration Plan for Part-Time/Seasonal positions; Exhibit "C"-Salary Administration Plan for Police Bargaining Unit; Exhibit "D"-Salary Administration Plan for Fire Bargaining Unit

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Salary Administration Plan for Classified and Unclassified positions, as well as the Salary Administration Plan for Part-Time/Seasonal positions. This bill also approves updated Salary Administration Plans for police and fire covered positions. This bill establishes pay rates for all city employees.

BACKGROUND
During the budget work sessions, City Council informally approved a 2% inflation adjustment (COLA) to the Salary Administration Plan for general, police and fire employees, as well as created several new positions, effective November 1, 2023. Additionally, Council moved to increase the general steps from 2.5% to 3%. City Council has also granted pay increases for certain council employees. These changes have been reflected on the various Salary Administration Plans.

FUNDING SOURCE
This item is included in the adopted fiscal year 2024 budget.

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

COUNCIL BILL NO. 2023-520 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2023-2024; adopting a new step pay plan by reference Police Salary Administration Plan establishing the annual salary of certain police positions; adopting a new step pay plan by reference Fire Salary Administration Plan establishing the annual salary of certain fire positions; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2023-069 on May 1, 2023; and,

WHEREAS, the City Council desires to grant a 2% inflation adjustment to the Salary Administration Plan for all Employees effective November 1, 2023; and, increase the step increase for general employees from 2.5% to 3.0%; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on November 1, 2023, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2023-2024, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2023-2024, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That the rate per hour for certain Part-Time and Seasonal positions shall be in accordance with Exhibit "B" attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "B" in order to meet the Federal Minimum Wage requirements.

Section 5. That the annual salary of certain covered police positions for Fiscal Year 2023-2024, shall be in accordance with Exhibit "C" attached hereto and incorporated herein.

Section 6. That the annual salary of certain covered fire positions for Fiscal Year 2023-2024, shall be in accordance with Exhibit "D" attached hereto and incorporated herein.

Section 7. That the Annual Salary for the City Attorney, City Clerk, City Manager, Municipal Judge, and the Public Defender be increased by eight percent.

Section 8. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 9. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12 (3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____ day of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2023

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
N1	Cook	$ 13.923	$ 14.341	$ 14.771	$ 15.214	$ 15.670	$ 16.141	$ 16.625	$ 17.124	$ 17.637	$ 18.166	$ 18.711	$ 19.273	$ 19.851	$ 20.446	$ 21.060	$ 21.692	$ 22.342	
	Court Assistant I	$ 28,960	$ 29,829	$ 30,723	$ 31,645	$ 32,595	$ 33,572	$ 34,580	$ 35,617	$ 36,685	$ 37,786	$ 38,920	$ 40,087	$ 41,290	$ 42,529	$ 43,804	$ 45,118	$ 46,472	
	Custodian																		
	Transit Dispatcher																		
N2	Administrative Assistant	$ 15.037	$ 15.488	$ 15.953	$ 16.431	$ 16.924	$ 17.432	$ 17.955	$ 18.493	$ 19.048	$ 19.620	$ 20.208	$ 20.815	$ 21.439	$ 22.082	$ 22.745	$ 23.427	$ 24.130	
	Breastfeeding Peer Counselor Coordinator	$ 31,277	$ 32,215	$ 33,181	$ 34,177	$ 35,202	$ 36,258	$ 37,346	$ 38,466	$ 39,620	$ 40,809	$ 42,033	$ 43,294	$ 44,593	$ 45,931	$ 47,309	$ 48,728	$ 50,190	
	Court Compliance Officer I																		
	Laborer I																		
	Police Services Assistant																		
	Tourism Assistant																		
	Transit Driver I																		
	Utility Locator																		
	Wastewater Laboratory Assistant																		
	WIC Certifier																		
N3	Automotive Service Worker	$ 16.240	$ 16.727	$ 17.229	$ 17.746	$ 18.278	$ 18.826	$ 19.391	$ 19.973	$ 20.572	$ 21.189	$ 21.825	$ 22.480	$ 23.154	$ 23.849	$ 24.564	$ 25.301	$ 26.060	
	Court Assistant II	$ 33,779	$ 34,792	$ 35,836	$ 36,911	$ 38,018	$ 39,159	$ 40,334	$ 41,544	$ 42,790	$ 44,074	$ 45,396	$ 46,758	$ 48,160	$ 49,605	$ 51,093	$ 52,626	$ 54,205	
	Engineering Assistant																		
	Laborer II																		
	Recreation Leader																		
	Transit Driver II																		
N4	Accounting Specialist	$ 17.539	$ 18.065	$ 18.607	$ 19.165	$ 19.740	$ 20.332	$ 20.942	$ 21.571	$ 22.218	$ 22.884	$ 23.571	$ 24.278	$ 25.006	$ 25.757	$ 26.529	$ 27.325	$ 28.145	
	Airport Operations Worker	$ 36,481	$ 37,575	$ 38,703	$ 39,864	$ 41,060	$ 42,292	$ 43,560	$ 44,867	$ 46,213	$ 47,600	$ 49,027	$ 50,498	$ 52,013	$ 53,574	$ 55,181	$ 56,836	$ 58,541	
	Assistant City Clerk																		
	Automotive Technician I																		
	Communications Specialist																		
	Court Compliance Officer II																		
	Crime Analyst/Accreditation Coordinator																		
	CVB Marketing Specialist																		
	Engineering Technician																		
	Equipment Operator																		
	Evidence Technician																		
	HR Specialist																		
	Interactive Communications Specialist																		
	Legal Specialist																		
	Neighborhood Improvement Officer																		
	Park Ranger																		
	Parks Caretaker																		
	Public Safety Communications Operator I																		
	Recreation Coordinator																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2023

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
	Transit Driver III																		
	Wastewater Laboratory Technician																		
	Wastewater Plant Operator																		
	Wastewater Plant Utility Worker																		
N10	Airport Police Officer	$ 19.293	$ 19.872	$ 20.468	$ 21.082	$ 21.714	$ 22.366	$ 23.037	$ 23.728	$ 24.440	$ 25.173	$ 25.928	$ 26.706	$ 27.507	$ 28.332	$ 29.182	$ 30.058	$ 30.959	
	Animal Control Officer	$ 40,129	$ 41,333	$ 42,573	$ 43,850	$ 45,166	$ 46,521	$ 47,916	$ 49,354	$ 50,834	$ 52,359	$ 53,930	$ 55,548	$ 57,215	$ 58,931	$ 60,699	$ 62,520	$ 64,396	
	Building Inspector																		
	Building Maintenance Technician																		
	Construction Inspector																		
	Detention Officer																		
	Environmental Public Health Specialist I																		
	Executive Asst/Secretary to City Manager																		
	Heavy Equipment Operator																		
	Parks Facilities Maintenance Technician																		
	Public Safety Communications Operator II																		
	Traffic, Markings and Sign Technician																		
N11	Automotive Technician II	$ 21.222	$ 21.859	$ 22.515	$ 23.190	$ 23.886	$ 24.602	$ 25.340	$ 26.101	$ 26.884	$ 27.690	$ 28.521	$ 29.376	$ 30.258	$ 31.165	$ 32.100	$ 33.063	$ 34.055	
	Communications Technician	$ 44,142	$ 45,466	$ 46,830	$ 48,235	$ 49,682	$ 51,173	$ 52,708	$ 54,289	$ 55,918	$ 57,595	$ 59,323	$ 61,103	$ 62,936	$ 64,824	$ 66,769	$ 68,772	$ 70,835	
	Environmental Public Health Specialist II																		
	GIS Technician																		
	Lead Animal Control Officer																		
	Lead Building Inspector																		
	Lead Case Investigator/Contact Tracer																		
	Lead Cemetery Caretaker																		
	Lead Parks Caretaker																		
	Nutritionist I																		
	Project Coordinator																		
	Property Negotiator/Appraiser																		
	Traffic Signal Technician																		
	Wastewater Plant Technician																		
	Wastewater Pretreatment Technician																		
N20	Airport Operations Supervisor	$ 22.283	$ 22.952	$ 23.640	$ 24.350	$ 25.080	$ 25.832	$ 26.607	$ 27.406	$ 28.228	$ 29.075	$ 29.947	$ 30.845	$ 31.771	$ 32.724	$ 33.705	$ 34.717	$ 35.758	$ 36.831
	Chief Wastewater Plant Operator	$ 46,349	$ 47,740	$ 49,172	$ 50,647	$ 52,166	$ 53,731	$ 55,343	$ 57,004	$ 58,714	$ 60,475	$ 62,289	$ 64,158	$ 66,083	$ 68,065	$ 70,107	$ 72,211	$ 74,377	$ 76,608
	Chief Wastewater Plant Technician																		
	Community Health Planner/Educator																		
	Jail Shift Supervisor																		
	Nutritionist II																		
	Transit Driver Supervisor																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2023

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
	Utility Billing Supervisor																		
	Wastewater Laboratory Supervisor																		
	Wellness Coordinator																		
N21	Accountant I (E)	$ 24.512	$ 25.247	$ 26.004	$ 26.784	$ 27.588	$ 28.416	$ 29.268	$ 30.146	$ 31.051	$ 31.982	$ 32.942	$ 33.930	$ 34.948	$ 35.996	$ 37.076	$ 38.188	$ 39.334	$ 40.514
	Community Health Nurse (E)	$ 50,984	$ 52,514	$ 54,089	$ 55,712	$ 57,383	$ 59,105	$ 60,878	$ 62,704	$ 64,585	$ 66,523	$ 68,518	$ 70,574	$ 72,691	$ 74,872	$ 77,118	$ 79,432	$ 81,815	$ 84,269
	Fire Apparatus Fleet Manager																		
	IT Analyst																		
	Land Surveyor																		
	Planner																		
	Plans Reviewer																		
	Public Safety Communications Supervisor																		
	Recycling Coordinator (E)																		
	Wastewater Pretreatment Inspector																		
N22	Accountant II (E)	$ 26.963	$ 27.772	$ 28.605	$ 29.463	$ 30.347	$ 31.257	$ 32.195	$ 33.161	$ 34.156	$ 35.180	$ 36.236	$ 37.323	$ 38.442	$ 39.596	$ 40.784	$ 42.007	$ 43.267	$ 44.565
	Assistant CVB Director/Director of Sales (E)	$ 56,083	$ 57,765	$ 59,498	$ 61,283	$ 63,121	$ 65,015	$ 66,965	$ 68,974	$ 71,044	$ 73,175	$ 75,370	$ 77,631	$ 79,960	$ 82,359	$ 84,830	$ 87,375	$ 89,996	$ 92,696
	Building Maintenance Supervisor (E)																		
	Communications Technician Manager																		
	Fleet Maintenance Supervisor (E)																		
	Golf Course Professional (E)																		
	HR Safety Manager (E)																		
	Jail Administrator (E)																		
	Neighborhood Improvement Supervisor (E)																		
	Regional Response Planner																		
	Transportation Coordinator (E)																		
N23	Assistant Wastewater Plant Superintendent (E)	$ 29.659	$ 30.549	$ 31.465	$ 32.409	$ 33.381	$ 34.383	$ 35.414	$ 36.477	$ 37.571	$ 38.698	$ 39.859	$ 41.055	$ 42.287	$ 43.555	$ 44.862	$ 46.208	$ 47.594	$ 49.022
	Athletic Facilities Superintendent (E)	$ 61,691	$ 63,541	$ 65,448	$ 67,411	$ 69,433	$ 71,517	$ 73,662	$ 75,872	$ 78,148	$ 80,492	$ 82,907	$ 85,394	$ 87,956	$ 90,595	$ 93,313	$ 96,112	$ 98,996	$ 101,965
	Cemetery Superintendent (E)																		
	Emergency Management Coordinator (E)																		
	Financial Analyst (E)																		
	Golf Course Superintendent (E)																		
	Infrastructure Maintenance Supervisor (E)																		
	Medical Services Coordinator (E)																		
	Museum Curator (E)																		
	Network Administrator																		
	Parks Superintendent (E)																		
	Public Information Officer (E)																		
	Public Safety Communications Manager (E)																		
	Webmaster (E)																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2023

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
	WIC Services Coordinator (E)																		
N24	Airport Manager (E)	$ 32.625	$ 33.604	$ 34.612	$ 35.650	$ 36.720	$ 37.821	$ 38.956	$ 40.125	$ 41.328	$ 42.568	$ 43.845	$ 45.161	$ 46.515	$ 47.911	$ 49.348	$ 50.829	$ 52.353	$ 53.924
	Assistant City Prosecutor (E)	$ 67,860	$ 69,896	$ 71,993	$ 74,152	$ 76,377	$ 78,668	$ 81,028	$ 83,459	$ 85,963	$ 88,542	$ 91,198	$ 93,934	$ 96,752	$ 99,654	$ 102,644	$ 105,723	$ 108,895	$ 112,162
	Capital Improvement Project Manager (E)																		
	Chief Building Official (E)																		
	Civil Engineer I (E)																		
	Infrastructure Superintendent (E)																		
	Police Captain (E)																		
	Wastewater Plant Superintendent (E)																		
N30	Assistant Director of Health (E)	$ 35.887	$ 36.964	$ 38.073	$ 39.215	$ 40.392	$ 41.603	$ 42.851	$ 44.137	$ 45.461	$ 46.825	$ 48.230	$ 49.677	$ 51.167	$ 52.702	$ 54.283	$ 55.911	$ 57.589	$ 59.316
	Assistant Director of Planning, Development (E)	$ 74,646	$ 76,885	$ 79,192	$ 81,568	$ 84,015	$ 86,535	$ 89,131	$ 91,805	$ 94,559	$ 97,396	$ 100,318	$ 103,327	$ 106,427	$ 109,620	$ 112,909	$ 116,296	$ 119,785	$ 123,378
	Assistant Director of Public Works-Operations (E)																		
	Assistant Finance Director (E)																		
	Assistant Parks Director (E)																		
	City Prosecutor (E)																		
	Civil Engineer II (E)																		
	Deputy Fire Chief (E)																		
N40	Assistant City Attorney (E)	$ 39.476	$ 40.660	$ 41.880	$ 43.137	$ 44.431	$ 45.764	$ 47.137	$ 48.551	$ 50.007	$ 51.507	$ 53.053	$ 54.644	$ 56.284	$ 57.972	$ 59.711	$ 61.503	$ 63.348	$ 65.248
	Assistant Director of Public Works-Engineering (E)	$ 82,110	$ 84,574	$ 87,111	$ 89,724	$ 92,416	$ 95,188	$ 98,044	$ 100,985	$ 104,015	$ 107,135	$ 110,350	$ 113,660	$ 117,070	$ 120,582	$ 124,199	$ 127,925	$ 131,763	$ 135,716
	Assistant Police Chief (E)																		
	* CVB Director (E)																		
	* Director of Communications (E)																		
	* Municipal Court Administrator (E)																		
N41	* Community Health Director (E)	$ 43.424	$ 44.726	$ 46.068	$ 47.450	$ 48.874	$ 50.340	$ 51.850	$ 53.406	$ 55.008	$ 56.658	$ 58.358	$ 60.109	$ 61.912	$ 63.769	$ 65.682	$ 67.653	$ 69.682	$ 71.773
	* Director of IT (E)	$ 90,321	$ 93,031	$ 95,822	$ 98,697	$ 101,658	$ 104,707	$ 107,849	$ 111,084	$ 114,417	$ 117,849	$ 121,384	$ 125,026	$ 128,777	$ 132,640	$ 136,619	$ 140,718	$ 144,939	$ 149,288
	* Director of Planning, Development and NI (E)																		
	* Finance Director (E)																		
	* Fire Chief (E)																		
	* HR Director/Risk Manager (E)																		
	* Parks & Recreation Director (E)																		
N42	* Assistant City Manager (E)	$ 47.766	$ 49.199	$ 50.675	$ 52.195	$ 53.761	$ 55.374	$ 57.035	$ 58.746	$ 60.509	$ 62.324	$ 64.194	$ 66.120	$ 68.103	$ 70.146	$ 72.251	$ 74.418	$ 76.651	$ 78.950
	* Police Chief (E)	$ 99,354	$ 102,334	$ 105,404	$ 108,566	$ 111,823	$ 115,178	$ 118,633	$ 122,192	$ 125,858	$ 129,634	$ 133,523	$ 137,529	$ 141,654	$ 145,904	$ 150,281	$ 154,790	$ 159,433	$ 164,216
	* Public Works Director (E)																		

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE NOVEMBER 1, 2023

	REGULAR Part-Time and Seasonal Hourly	Hourly Rate
1	Cashier Lifeguard Museum Assistant Outside Service Attendant Recreation Instructor School Crossing Guard	$ 13.923
2	Clerk Interpreter/Translator Laborer Peer Counselor Pool Operator Utility Assistant	$ 15.037
3	Aquatic Supervisor Athletic Coordinator Concessions Coordinator Day Camp Director Golf Lead Cashier School Crossing Guard Coordinator	$ 16.240

CITY OF JOPLIN
EXHIBIT "C"-SALARY ADMINISTRATION PLAN
POLICE BARGAINING UNIT
EFFECTIVE NOVEMBER 1, 2023

Grade	Position	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)
1	Police Officer Trainee	$ 16.798 $ 34,941	$ 17.302 $ 35,989													
2	Police Officer	$ 19.616 40,800	$ 20.204 42,025	$ 20.810 43,285	$ 21.435 44,584	$ 22.078 45,921	$ 22.740 47,299	$ 23.422 48,718	$ 24.125 50,179	$ 24.848 51,685	$ 25.594 53,235	$ 26.362 54,832	$ 27.153 56,477	$ 27.967 58,172	$ 28.806 59,917	$ 29.670 61,714
4	Police Corporal	$ 22.068 $ 45,901	$ 22.730 $ 47,278	$ 23.412 $ 48,696	$ 24.114 $ 50,157	$ 24.837 $ 51,662	$ 25.583 $ 53,212	$ 26.350 $ 54,808	$ 27.140 $ 56,452	$ 27.955 $ 58,146	$ 28.793 $ 59,890	$ 29.657 $ 61,687	$ 30.547 $ 63,537	$ 31.463 $ 65,444	$ 32.407 $ 67,407	$ 33.379 $ 69,429
10	Police Sergeant	$ 24.520 $ 51,001	$ 25.255 $ 52,531	$ 26.013 $ 54,107	$ 26.793 $ 55,730	$ 27.597 $ 57,402	$ 28.425 $ 59,124	$ 29.278 $ 60,898	$ 30.156 $ 62,725	$ 31.061 $ 64,607	$ 31.993 $ 66,545	$ 32.953 $ 68,541	$ 33.941 $ 70,598	$ 34.959 $ 72,715	$ 36.008 $ 74,897	$ 37.088 $ 77,144

CITY OF JOPLIN
EXHIBIT "D"-SALARY ADMINISTRATION PLAN
FIRE BARGAINING UNIT
EFFECTIVE NOVEMBER 1, 2023

Grade	Position	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)
1A	Firefighter Trainee	$ 16.3200	$ 16.8100													
		$ 33,946	$ 34,964													
F2	Firefighter/EMT	$ 12.6099	$ 12.9882	$ 13.3778	$ 13.7792	$ 14.1925	$ 14.6183	$ 15.0569	$ 15.5086	$ 15.9738	$ 16.4530	$ 16.9466	$ 17.4550	$ 17.9787	$ 18.5180	$ 19.0736
		$ 36,720	$ 37,822	$ 38,956	$ 40,125	$ 41,329	$ 42,569	$ 43,846	$ 45,161	$ 46,516	$ 47,911	$ 49,349	$ 50,829	$ 52,354	$ 53,925	$ 55,542
F4	Fire Driver/Engineer	$ 14.1949	$ 14.6207	$ 15.0594	$ 15.5111	$ 15.9765	$ 16.4558	$ 16.9494	$ 17.4579	$ 17.9817	$ 18.5211	$ 19.0767	$ 19.6490	$ 20.2385	$ 20.8457	$ 21.4710
		$ 41,336	$ 42,576	$ 43,853	$ 45,168	$ 46,523	$ 47,919	$ 49,357	$ 50,837	$ 52,363	$ 53,933	$ 55,551	$ 57,218	$ 58,935	$ 60,703	$ 62,524
F10	Deputy Fire Marshal	$ 24.029	$ 24.750	$ 25.492	$ 26.257	$ 27.045	$ 27.856	$ 28.692	$ 29.552	$ 30.439	$ 31.352	$ 32.293	$ 33.262	$ 34.259	$ 35.287	$ 36.346
		$ 49,980	$ 51,479	$ 53,024	$ 54,614	$ 56,253	$ 57,941	$ 59,679	$ 61,469	$ 63,313	$ 65,213	$ 67,169	$ 69,184	$ 71,260	$ 73,397	$ 75,599
	Fire Captain	$ 17.1635	$ 17.6784	$ 18.2087	$ 18.7550	$ 19.3176	$ 19.8972	$ 20.4941	$ 21.1089	$ 21.7422	$ 22.3944	$ 23.0663	$ 23.7582	$ 24.4710	$ 25.2051	$ 25.9613
		$ 49,980	$ 51,479	$ 53,024	$ 54,614	$ 56,253	$ 57,941	$ 59,679	$ 61,469	$ 63,313	$ 65,213	$ 67,169	$ 69,184	$ 71,260	$ 73,397	$ 75,599
F20	Battalion Chief	$ 28.957	$ 29.826	$ 30.721	$ 31.642	$ 32.592	$ 33.569	$ 34.576	$ 35.614	$ 36.682	$ 37.783	$ 38.916	$ 40.084	$ 41.286	$ 42.525	$ 43.800
20A	Fire Marshal	$ 60,231	$ 62,038	$ 63,899	$ 65,816	$ 67,791	$ 69,824	$ 71,919	$ 74,077	$ 76,299	$ 78,588	$ 80,945	$ 83,374	$ 85,875	$ 88,451	$ 91,105
20A	Fire Training Chief	$ 20.6837	$ 21.3042	$ 21.9434	$ 22.6017	$ 23.2797	$ 23.9781	$ 24.6974	$ 25.4384	$ 26.2015	$ 26.9876	$ 27.7972	$ 28.6311	$ 29.4900	$ 30.3747	$ 31.2860
		$ 60,231	$ 62,038	$ 63,899	$ 65,816	$ 67,791	$ 69,824	$ 71,919	$ 74,077	$ 76,299	$ 78,588	$ 80,945	$ 83,374	$ 85,875	$ 88,451	$ 91,105

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-521 – Approving a renewal agreement with UMR to provide health insurance administration services for city employees

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-521 Ordinance; Exhibit "A" UMR Renewal Agreement

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a renewal agreement with UMR to continue to provide health insurance administrative services and EAP services for the City's health self-insurance coverage effective on January 1, 2024.

BACKGROUND
In February of 2020, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period which began on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

UMR currently assesses an administrative fee of $38.82 per employee per month. The renewal rate for 2024 will be $39.33, then $39.84 for 2025. The City will continue to receive a $5,000.00 annual wellness credit, in addition to a $3.00 per participant annual Optum (RX) credit through this agreement.

FUNDING SOURCE
This item is included in all funds based on payroll.

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

COUNCIL BILL NO. 2023-521 **ORDINANCE NO.**

AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal agreement 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, MISSOURI, as follows:

Section 1. That the Renewal Agreement by and between the City of Joplin, Missouri and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

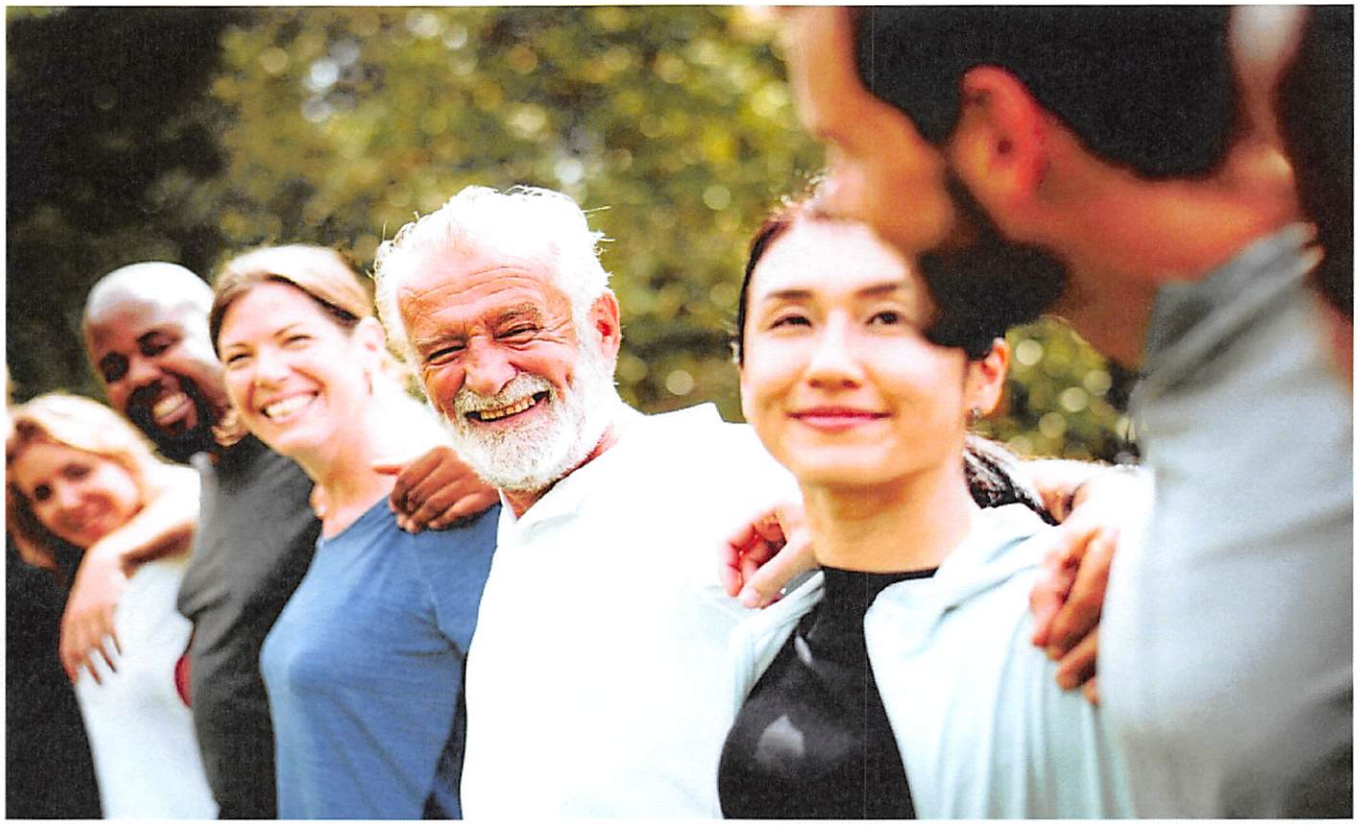
ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

UnitedHealthcare



August 2023

A renewal presentation for City of Joplin, MO

Presented to The Segal Company
by Jennifer Gales

UMR℠
A UnitedHealthcare Company

EXHIBIT "A"

Renewal Services

Customer Name : City of Joplin, MO
Plan Renewal Date : 1/1/2024

All fees shown as per employee per month (PEPM) unless otherwise noted.

Proposed renewal fees assume all existing products and services written with UMR (known as The TPA) will be retained throughout the renewal period. New products and services may be added; however, proposed fees are subject to change and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees 1/1/2024	Renewal Fees 1/1/2025	Renewal Fees 1/1/2026
Medical claims	482	$32.77	$33.26	$33.75	$34.42
Medical client advisor commission		Net	Net	Net	Net
Required stop loss interface fee	482	Included	Included	Included	Included
UnitedHealthcare Choice Plus ® network - access fee	482	Included	Included	Included	Included
COBRA administration	482	$1.05	$1.07	$1.09	$1.12
Utilization Management (UM)	482	Included	Included	Included	Included
Complex Condition CARE	482	Included	Included	Included	Included
Online Events and Challenges	482	$1.15	$1.15	$1.15	$1.15
Medical and pharmacy integration - per participating employee per month	482	Included	Included	Included	Included
Flexible spending - health care account (HCA) - per employee per account per month	103	$4.75	$4.85	$4.93	$4.93
Flexible spending - dependent care account (DCA) - per employee per account per month	3	$3.75	$3.85	$3.93	$3.93
Telemedicine (Teladoc)	482	Included	Included	Included	Included
Plan Advisor	482	$2.95	$2.95	$2.95	$2.95
Incentive Solutions: Live Well Reward$ Solution	482	$0.90	$0.90	$0.90	$0.90
Advanced Claim Review - specialized review of high-cost targeted claims and medical records - % of savings	482	30%	30%	30%	30%
CRS Benchmark Program – Multiplan's Complementary Network, Fee Negotiation and Data iSight - % of savings	482	22% with $50,000 cap per claim	22% with $50,000 cap per claim	22% with $50,000 cap per claim	22% with $50,000 cap per claim
Wellness Credit		$15,000	$5,000	$5,000	$5,000

Non-preferred vendor surcharge: An additional stop loss interface fee surcharge of $5.00 PEPM applies if stop loss coverage is not placed with a TPA preferred vendor. This fee is in addition to the "Required stop loss interface fee" which applies for all groups. Consult your TPA representative for a list of preferred vendors.

UnitedHealthcare Choice Plus assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to: deductible, out-of-pocket, coinsurance and plan limitations. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies.

External PBM Vendors are subject to prior approval and may require additional fees. For groups with less than 100 subscribers, OptumRx is required.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-522 – Approving a renewal agreement with Delta Dental to provide dental insurance for city employees.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-522 Ordinance; Exhibit "A" Delta Dental Renewal

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves dental insurance renewal agreement for city employees effective on January 1, 2024.

BACKGROUND
In February of 2020, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March of that year. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period, which began on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

In 2020, Delta Dental provided a two-year rate guarantee. For 2023 coverage, Delta again agreed to no change in the current rates. For the 2024 renewal, Delta will be increasing the rates by 7.5%, but has guaranteed this rate for two years. Currently, the estimated total annual cost for dental insurance is $337,500.00, with the total anticipated cost to the City of $224,000.00. The provisions of this insurance coverage are the same as the current benefit. The monthly premium for single coverage is increasing from $27.96 to $30.06, of which $21.04 is funded by the City and $9.02 is funded by the employee. The monthly premium for family coverage is increasing from $74.36 to $79.94, of which $51.96 is funded by the City while $27.98 is funded by the employee.

FUNDING SOURCE
This item is included in all funds based on payroll.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to begin open enrollment for city employees in November.

COUNCIL BILL NO. 2023-522 **ORDINANCE NO.**

AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal 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, MISSOURI, as follows:

Section 1. That the Renewal Agreement by and between the City of Joplin, Missouri and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

DELTA DENTAL

EXHIBIT "A"

DeltaVision

CITY OF JOPLIN
602 S. Main St.
Joplin, MO 64801

Dear Plan Administrator:

On a promise of affordably priced comprehensive dental benefits delivered through caring service professionals, you selected us. Thank you for placing your trust in us. We take that trust very seriously.

We are grateful for your business. We respect the role of your broker and consultant and will work closely with both of you to provide you with the best possible service.

Your plan anniversary is January 1, 2024. Below is a summary of your current rates along with your renewal rates. The rates are guaranteed from 01/01/2024 through 12/31/2025.

To confirm renewal acceptance, please sign and date this document and retain a copy with your SPD.

SIGNATURE _____ DATE _____

	Current Rates	Renewal Rates
Employee	$27.96	$30.06
Family	$74.36	$79.94

Please keep in mind that this is your annual enrollment period. Now is the time for your employees to review and make changes to their current coverage, which will become effective on your anniversary.

Thank you for your continued partnership with Delta Dental of Missouri.

Sincerely,

Cindy Pithers

Cindy Pithers
Regional Account Manager
Phone: (800) 392-1167 x2840

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-523 – Approving a contract with MetLife to provide long-term disability insurance for city employees.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-523 Ordinance; Exhibit "A" MetLife Renewal

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the continuation of disability insurance coverage for city employees effective on January 1, 2024.

BACKGROUND
In February of 2020, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March of that year. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period which began on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

In 2020, MetLife provided a three-year rate guarantee. For the 2024 renewal, MetLife has offered no change to rates for 2024 and 2025. Currently, the monthly cost per $1,000 of salary for general employees is $.18 and $.183 for pension plan public safety employees. The are no proposed changes to the provisions of this insurance coverage.

The anticipated total annual cost for non-pension plan employees is approximately $37,000.00, while the pension plan covers the remaining $6,000.00 for a total annual projected cost of about $43,000.00.

FUNDING SOURCE
This item is included in all funds based on payroll.

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

COUNCIL BILL NO. 2023-523 **ORDINANCE NO.**

AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and MetLife to provide disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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, MISSOURI, as follows:

Section 1. That the Renewal Agreement by and between the City of Joplin and MetLife to provide disability insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves disability coverage for City employees.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

EXHIBIT "A"

MetLife

KIMBERLY WIXSON
3001 W BIG BEAVER RD STE 320
TROY, MI 48084

Re: Group # 05972819
CITY OF JOPLIN, MO

Subject: January 1, 2024 Renewal

Dear Broker / Agent / Third Party Administrator:

Enclosed is a copy of the renewal letter that will be sent to your client.

Thank you for your business!

MetLife Renewal Underwriting

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

MetLife

October 16, 2023

Attn: Benefits Administrator
CITY OF JOPLIN, MO
602 S MAIN ST
JOPLIN, MO 64801

Subject: Renewal Rate Analysis For CITY OF JOPLIN, MO - Group # 05972819

Dear Benefits Administrator:

We would like to take this opportunity to thank you for your continued business. Each year Metropolitan Life Insurance Company conducts an evaluation of your company's composition — analyzing industry trends, age, gender, salary and where applicable, utilization patterns — to determine your group renewal rates.

After careful review, we have prepared the group renewal rates for your LTD coverage. Please refer to the Renewal Rates section for details. A customer's renewal rates are determined by predicting future claim levels (i.e. their upcoming policy year). In order to set these rates, Metlife reviews past experience (claims) to determine future experience. Typically, this would be accomplished by simply trending the customer's claims to project future claim activity for their next renewal period. However, because COVID-19 has significantly impacted dental claim patterns, these months will not be representative of future claims. Because of this, an adjustment factor has been applied to normalize the claims.

Renewal Effective Date:
Billing statements as of January 1, 2024 will reflect the renewal rates listed in the Renewal Rates section. Any additional group coverages not specifically mentioned in this letter that are active at the time of the renewal will have their rates continued through the coming year.

Complementary Employee Paid Benefits:
MetLife offers a range of products and services designed, priced and administered to help satisfy all types of benefit plan objectives and the diverse needs of employees. Providing access to valuable employee-paid benefits is a smart, easy and cost effective way to enhance overall satisfaction with your company's benefit package and help attract and retain employees.

MetLife's Accident, Cancer, Critical Illness and Hospital Indemnity insurance can help employees address their diverse protection needs. These types of employee-paid benefits provide additional protection to help bridge the financial gap between what existing medical insurance may cover and additional expenses associated with a covered accident, cancer treatment, critical illness or hospital stay. As a result, your employees can focus on recovery rather than finances.

Add More Value to Your Benefits Plan
Optimize your benefits investment by adding a MetLife group Life and Dental plan to your benefits program. Our unmatched product suite, exceptional service and results driven enrollment programs can help you build a benefits program that's right for you and your employees.

If you have any questions, please contact your Broker or MetLife Sales Representative.

We look forward to continuing to provide quality benefit solutions to you and your employees.

Sincerely,

MetLife Renewal Underwriting

cc: Chicago Sales Office

Renewal Rates effective January 1, 2024

*Specific group coverages not listed below will be renewed at current rates

Coverage	Current Rate(s)	Renewal Rate(s)	Covered Payroll	Renewal Annual Premium	% Change
LTD			$1,991,295.87	$43,079.26	0.0%
50.00% to $5000.00_90 day	$0.180/$100 of covered payroll	$0.180/$100 of covered payroll			
50.00% to $5000.00_90 day	$0.183/$100 of covered payroll	$0.183/$100 of covered payroll			
Rates are guaranteed from January 1, 2024 - December 31, 2025 (24 months)					

Like most group insurance policies and benefit programs, insurance policies and benefit programs offered by Metropolitan Life Insurance Company and its affiliates contain certain exclusions, exceptions, waiting periods, reductions of benefits, limitations and terms for keeping them in force. Please contact MetLife for complete details.

If you are a customer with employees working in the State of Connecticut, please review the ""CT Employee Terminations"" topic found in MetLife's online Administration Manual under the appropriate coverage section (www.whymetlife.com/adminmanual)

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes
Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Once renewal details are finalized, a second notice must be provided setting forth the details of the coverage premium change. If you would like wording for these notices, please contact your MetLife service team.

Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.

METLIFE'S ACCIDENT INSURANCE IS A LIMITED BENEFIT GROUP INSURANCE POLICY. The policy is not intended to be a substitute for medical coverage. The policy or its provisions may vary or be unavailable in some states. There is a preexisting condition exclusion for hospital sickness benefits, if applicable. There are benefit reductions that begin at age 65. And, like most group accident and health insurance policies, polices offered by MetLife may include waiting periods and contain certain exclusions, limitations and terms for keeping them in force. For complete details of coverage and availability, please refer to the group policy form GPNP12-AX or contact MetLife. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York. In certain states, availability of MetLife's Group Accident Insurance is pending regulatory approval.

The MetLife Cancer Insurance plan is based on the MetLife Critical Illness Issue-age Insurance (CII) policy. MetLife Cancer Insurance includes only the Covered Conditions of Full Benefit Cancer and Partial Benefit Cancer.

METLIFE CRITICAL ILLNESS INSURANCE (CII) IS A LIMITED BENEFIT GROUP INSURANCE POLICY. Like most group accident and health insurance policies, MetLife's CII policies contain certain exclusions, limitations and terms for keeping them in force. Product features and availability vary by state. There is a preexisting condition exclusion. There is a Benefit Suspension Period between Recurrences. MetLife offers CII on both an attained age and an issue age basis. MetLife's Issue Age CII product is guaranteed renewable, but is subject to benefit reductions that begin at age 65. Rates are based on 5-year age bands and will increase when a Covered Person reaches a new age band. Rates are subject to change. MetLife reserves the right to raise premium rates for Issue Age CII on a class-wide basis. A more detailed description of the benefits, limitations, and exclusions applicable to both Attained Age and Issue Age CII can be found in the applicable Disclosure Statement or Outline of Coverage/Disclosure Document available at time of enrollment. Please contact MetLife for more information. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York. In certain states, availability of MetLife's Issue Age CII product is pending regulatory approval.

MetLife's Critical Illness Insurance is not intended to be a substitute for Medical Coverage providing benefits for medical treatment, including hospital, surgical and medical expenses. MetLife's Critical Illness Insurance does not provide reimbursement for such expenses.

METLIFE'S HOSPITAL INDEMNITY INSURANCE IS A LIMITED BENEFIT GROUP INSURANCE POLICY. The policy is not intended to be a substitute for medical coverage. The policy or its provisions may vary or be unavailable in some states. There is a preexisting condition exclusion for hospital sickness benefits. There are benefit reductions that begin at age 65. Like most group accident and health insurance policies, polices offered by MetLife may include waiting periods and contain certain exclusions, limitations and terms for keeping them in force. For complete details of coverage and availability, please refer to the group policy form GPNP12-AX or GPNP12-HI or contact MetLife. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York. In certain states, availability of MetLife's Group Hospital Indemnity Insurance is pending regulatory approval.

Hospital does not include certain facilities such as nursing homes, convalescent care or extended care facilities. See MetLife's Disclosure Statement or Outline of Coverage/Disclosure Document for full details.

MetLife

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, MetLife Consumer Services, Inc. and Metropolitan General Insurance Company (collectively herein called "MetLife"), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related insurance and non-insurance products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium or fees. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of eligible new or renewal premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) eligible new or renewal premium or fees growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium or fees for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium or fees from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0723033615[exp0924][All States][DC,GU,MP,PR,VI]

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-524 – Approving a renewal agreement with Symetra to provide life insurance for city employees

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-524 Ordinance; Exhibit "A" Symetra Renewal

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the continuation of life insurance coverage for city employees effective on January 1, 2024.

BACKGROUND
In February of 2020, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March of that year. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period beginning on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

In 2020, Symetra provided a three-year rate guarantee. However, the City has experienced losses greater than normal and as such, there is an increase for 2024 coverage. Currently, the monthly cost per $1,000 of salary is $.118, which will increase to $.167 per $1,000 of annual salary for employees. However, there will be no increase in supplemental life insurance rates. The provisions of this insurance coverage will remain the same as the current benefit.

The anticipated total annual cost for the City benefit is approximately $64,500.00, which is a projected annual increase of about $21,500.00. This rate will be good for 2024.

FUNDING SOURCE
This item is included in all funds based on payroll.

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

COUNCIL BILL NO. 2023-524 **ORDINANCE NO.**

AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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, MISSOURI, as follows:

Section 1. That the Renewal Agreement by and between the City of Joplin, Missouri and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
Mailing Address: P.O. Box 34690
Seattle, WA 98124-1690

Phone: (800) 426-7784
Fax: (866) 348-0058
TT/TTY (800) 833-6388 (Deaf/HH only)

Leslie Haase
City of Joplin
602 South Main Street
Joplin, MO 64801

Re: Policy 01-016842-00
January 01, 2024

Dear Policyholder:

This letter contains the results of our annual review of your group insurance coverages. We have evaluated your rates using current census data and your plan's experience.

The increase to your group Life Insurance coverage is due to unfavorable experience. The basic life loss ratio is 222%, which is well above our target loss ratio of 81%. Supplemental employee life is running at a loss ratio of 130%, which is well above our target loss ratio of 79%.

Effective 1/1/24 your renewal rates/fees are as follows:

	Lives	Volume	Current Rate/Fee	Renewal Rate/Fee
Basic Employee Life	520	$36,723,000.00	$0.098	$0.147
Basic Employee AD&D	520	$36,723,000.00	$0.020	$0.020
Supplemental Employee Life	326	$16,162,000.00	Step-rates*	Step-rates*
Supplemental Spouse Life	146	$3,641,500.00	Step-rates*	Step-rates*
Supplemental Child Life	146	$1,460,000.00	$0.070	$0.070

	Current Monthly Premium/Fees	Renewal Monthly Premium/Fees	Percent Change
Basic Employee Life	$3,598.85	$5,398.28	**50%**
Basic Employee AD&D	$734.46	$734.46	**0%**
Supplemental Employee Life	$3,012.94	$3,012.94	**0%**
Supplemental Spouse Life	$676.57	$676.57	**0%**
Supplemental Child Life	$102.20	$102.20	**0%**

Symetra® is a registered service mark of Symetra Life Insurance Company.

- Life rates are based on per $1,000
- AD&D rates are based on per $1,000
- Life Insurance renewal rates are guaranteed for 1 year from the date shown above.

In an effort to ensure the accuracy of your bill, our system will be automatically updated to reflect the above rate action 31 days prior to the policy renewal date if Symetra does not receive communication of acceptance, termination, or rate review request.

If you have any questions regarding this renewal information, please contact me or Segal Consulting. We appreciate the opportunity to provide this insurance coverage and look forward to many more years of continued service to you.

Sincerely,

Ron Stelter
Account Manager
(312) 517-9010
Symetra

9/21/2023

cc: Segal Consulting

Symetra® is a registered service mark of Symetra Life Insurance Company.

SYMETRA LIFE INSURANCE COMPANY
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

PREMIUM RATE NOTICE

Policy Number: 01-016842-00

Policyholder: City of Joplin

Effective Date of Premium Rates/Fees: January 01, 2024

Coverage/Service	Monthly Rate/Fee
Basic Employee Life	$0.147
Basic Employee AD&D	$0.020
Supplemental Employee Life	Step-rates*
Supplemental Spouse Life	Step-rates*
Supplemental Child Life	$0.070

- Life rates are based on per $1,000
- AD&D rates are based on per $1,000

Supplemental Employee Life Step-rates are as follows:

	Current:	Renewal:
Age	**Rate per $1,000**	**Rate per $1,000**
< 25	$0.050	$0.050
25-29	$0.050	$0.050
30-34	$0.050	$0.050
35-39	$0.080	$0.080
40-44	$0.100	$0.100
45-49	$0.150	$0.150
50-54	$0.230	$0.230
55-59	$0.430	$0.430
60-64	$0.660	$0.660
65-69	$1.110	$1.110
70-74	$1.670	$1.670
75 +	$2.060	$2.060

Supplemental Spouse Life Step-rates are as follows:

	Current:	Renewal:
Age	**Rate per $1,000**	**Rate per $1,000**
< 25	$0.050	$0.050
25-29	$0.050	$0.050
30-34	$0.050	$0.050
35-39	$0.080	$0.080
40-44	$0.100	$0.100
45-49	$0.150	$0.150
50-54	$0.230	$0.230
55-59	$0.430	$0.430
60-64	$0.660	$0.660
65-69	$1.110	$1.110
70-74	$1.670	$1.670
75 +	$2.060	$2.060

Rates/Fees will be guaranteed until 12/31/24 unless there is a change in benefits, eligibility, or an Associated Company is added.

Any policy issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer. Any policy issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an Iowa-domiciled insurer that is licensed in all states except New York.

Margaret Meister

BY: Margaret Meister, President

Date: September 21, 2023

Instructions: (1) Use these rates beginning on the effective date shown above.
(2) Retain this Premium Rate Notice with your policy.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-526 – Approving a Subrecipient Agreement with Jasper County to improve 20th Street from Schifferdecker to Central City Road utilizing the County American Rescue Plan Act (ARPA) Grant

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-526 Ordinance; Exhibit "A" Subrecipient Agreement; Appendix B-Conceptuals

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a Subrecipient Agreement with Jasper County to improve 20th Street from Schifferdecker to Central City Road utilizing the County American Rescue Plan Act (ARPA) Grant.

BACKGROUND
Jasper County received funds created by the State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). Jasper County has agreed to fund $4,000,000.00 of these grant funds to improve 20th Street from Schifferdecker Road to Central City Road and eventually to State Line Road. The voters of Joplin approved the 20th Street improvements from Schifferdecker to Country Club Road in the Capital Improvements Sales Tax. The design of the improvements from Schifferdecker to State Line Road is already under contract with Allgeier Martin. It is anticipated that with the City's funding, the Special Road District commitment and this funding from Jasper County, improvements will go as far as Central City Road.

The City and the County will continue to look for grant funding, as well as other possible funding sources to extend the improvements to State Line Road.

FUNDING SOURCE
This item has been included in the FY 2024 adopted budget.

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

COUNCIL BILL NO. 2023-526 ORDINANCE NO.

AN ORDINANCE approving a Subrecipient Agreement by and between the City of Joplin and Jasper County, a political subdivision of the State of Missouri, to improve 20th Street from Schifferdecker to Central City under the County American Rescue Plan Act (ARPA) Grant; and, containing an emergency clause.

WHEREAS, Jasper County received funds through the State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA); and,

WHEREAS, the City and Jasper County desire to improve 20th Street from Schifferdecker to Central City Road and eventually to State Line Road; and,

WHEREAS, the Joplin voters approved the 20th Street improvement from Schifferdecker to Country Club Road through the capital improvement sales tax; and,

WHEREAS, the City Council desires to enter into a Subrecipient Agreement with Jasper County to make these improvements, partially funded by County ARPA funds in the amount of Four Million Dollars.

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

Section 1. That a Subrecipient Agreement by and between the City of Joplin and Jasper County, a political subdivision of the State of Missouri, to improve 20th Street from Schifferdecker to Central City Road under the County American Rescue Plan Act (ARPA) is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, in substantially similar form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

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

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

EXHIBIT "A"

SUBRECIPIENT AGREEMENT BETWEEN
JASPER COUNTY, MISSOURI, AND CITY OF JOPLIN, MISSOURI
FOR 20TH STREET IMPROVEMENTS

THIS SUBRECIPIENT AGREEMENT is made and entered into this _____ day of _____, 2023, hereinafter referred to as "the Effective Date," by and between Jasper County, a political subdivision of the State of Missouri, hereinafter referred to as "County," and the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and with County and City hereinafter referred to collectively as "the Parties."

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was enacted to provide support to state and local governments to respond to the financial impacts of the COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF funds") authorized under ARPA are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the County has received SLFRF funds to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLRF funds (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the parties find that SLFRF funds distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the parties find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF funds guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in the City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. GENERAL OVERVIEW AND 20th STREET PROJECT DEFINITIONS

The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Parties' efforts to meet

the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

This Agreement will provide funding for critical infrastructure improvements to 20th Street, an arterial street that serves the community, specifically planning and design between South Schifferdecker Avenue and State Line Road, and construction between South Schifferdecker Avenue and South Central City Road.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

A conceptual drawing of the 20th Street design is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

2. RESPONSIBILITIES OF CITY

City's responsibilities under this Agreement are limited to the following:

a. City is responsible for planning, designing, and constructing the improvements, the cost of which is to be shared between County and City as described herein.

b. City will own the improvements and be responsible for future maintenance and repair.

c. City will be responsible for funding any project costs in excess of the sum set forth in paragraph 3 of this Agreement.

d. If City does not enter into a contract for the planning, design, or construction of any individual project improvement by December 31, 2024, City shall not be entitled to funding for the subject individual project improvement costs. In such an event, City shall have no obligation to proceed with the subject individual project improvement costs.

e. Any costs funded by City after December 31, 2026 shall not be eligible for reimbursement under this Agreement.

3. PAYMENT

County shall make available an amount of **$4,000,000.00 (FOUR MILLION DOLLARS)** to City from County's SLFRF funds. The Parties acknowledge and agree that County's SLFRF funds are provided on a reimbursement basis. County's SLFRF funds shall be used to reimburse City for expenses related to eligible uses of SLFRF funds as outlined in the Treasury's Final Rule, reflected in Appendix A and B, and in accordance with the terms and conditions outlined below:

County shall approve and pay reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient

documentation, may result in payment delays. City is responsible for submitting a complete and accurate reimbursement request.

Each reimbursement request must contain the following supporting documentation:

a. Signed Request for Reimbursement (RFR) form;
b. Invoices of all expenditures; and
c. Proof of payment of all expenditures.

4. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Within ninety (90) days after receipt of a notice of termination, Subrecipient agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

5. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, City will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

City shall maintain an effective accounting system, which will:

a. Identify and record valid transactions;
b. Record transactions to the proper accounting period in which transactions occurred;
c. Describe transactions in sufficient detail to permit proper classification;
d. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements;
e. Adequately identify the source and application of funds of each grant contract; and
f. Generate current and accurate financial reports in accordance with contract requirements.

6. MONITORING

City agrees that County will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of City involving transactions related to this Agreement. This right to examine also extends to any obligations assigned to any subcontracts or agreements formed between City and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of City's obligations to County under this Agreement. City agrees that County will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. County will provide City with reasonable advance notice of intended audits. City must provide records within thirty (30) business days or a mutually agreed upon timeline. City may withhold any information that it is mandated to withhold to comply with state or federal law.

7. MISCELLANEOUS

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

B. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

C. Audit. If City, within City's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, City shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

D. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

E. Compliance with laws. The Parties shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by them on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

F. Consequential Damages. In no event shall City be liable to County for special, indirect, or consequential damages.

G. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Facsimile signatures shall be given the same force and effect as original signatures.

H. 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.

I. 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.

J. Non-Discrimination. Subrecipient agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Subrecipient or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

K. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Grantor at the addresses as follows:

City of Joplin, Missouri	Jasper County
ATTN: City Attorney	ATTN: Norman Rouse
602 S. Main St.	302 S. Main St.
Joplin, MO 64801	Carthage, MO 64836

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.

L. Payment for Labor and Materials. 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.

M. Records and Audits. City shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

N. 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.

O. 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.

P. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

Q. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	JASPER COUNTY, MISSOURI
_____	_____
Nick Edwards, City Manager	By: Its: authorized representative

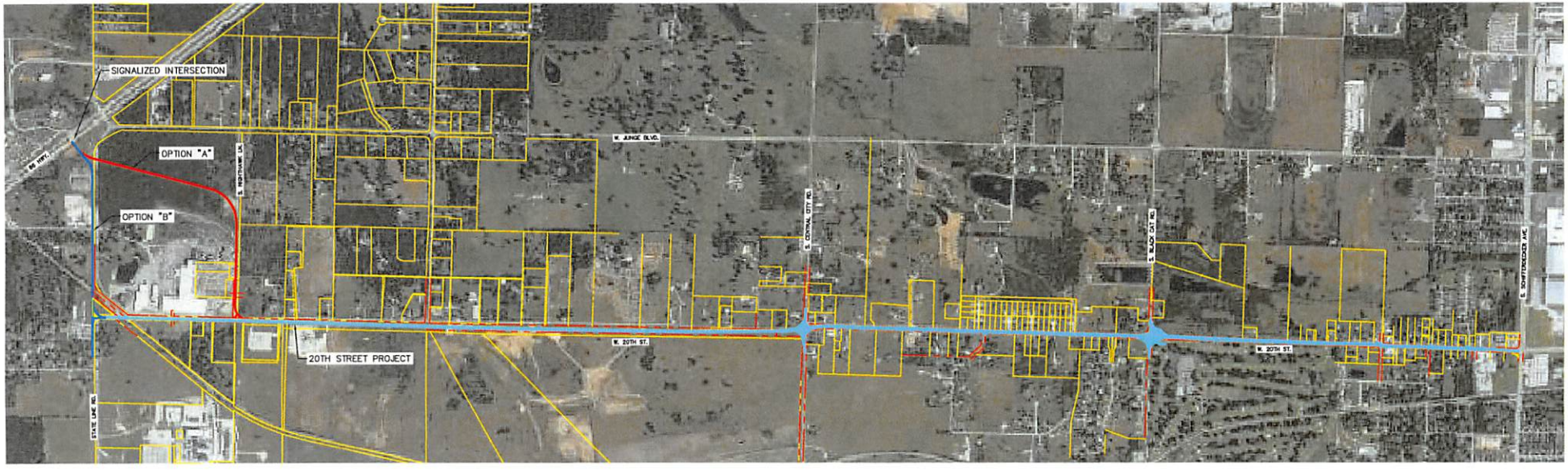
ATTEST:

_____
Holly Nagy, City Clerk

APPENDIX A - Scope of Services

The preliminary engineering, planning, design, and right-of-way acquisition for the improvements to 20th Street from South Schifferdecker Avenue to State Line Road. This agreement also includes the bidding and construction phase services for the improvements to 20th Street from South Schifferdecker Avenue to South Central City Road.

APPENDIX B – Conceptual Design of 20th Street



SCALE: NTS

N

PRELIMINARY
10/5/2023

811 Know what's below. Call before you dig.

CITY OF Joplin

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

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

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

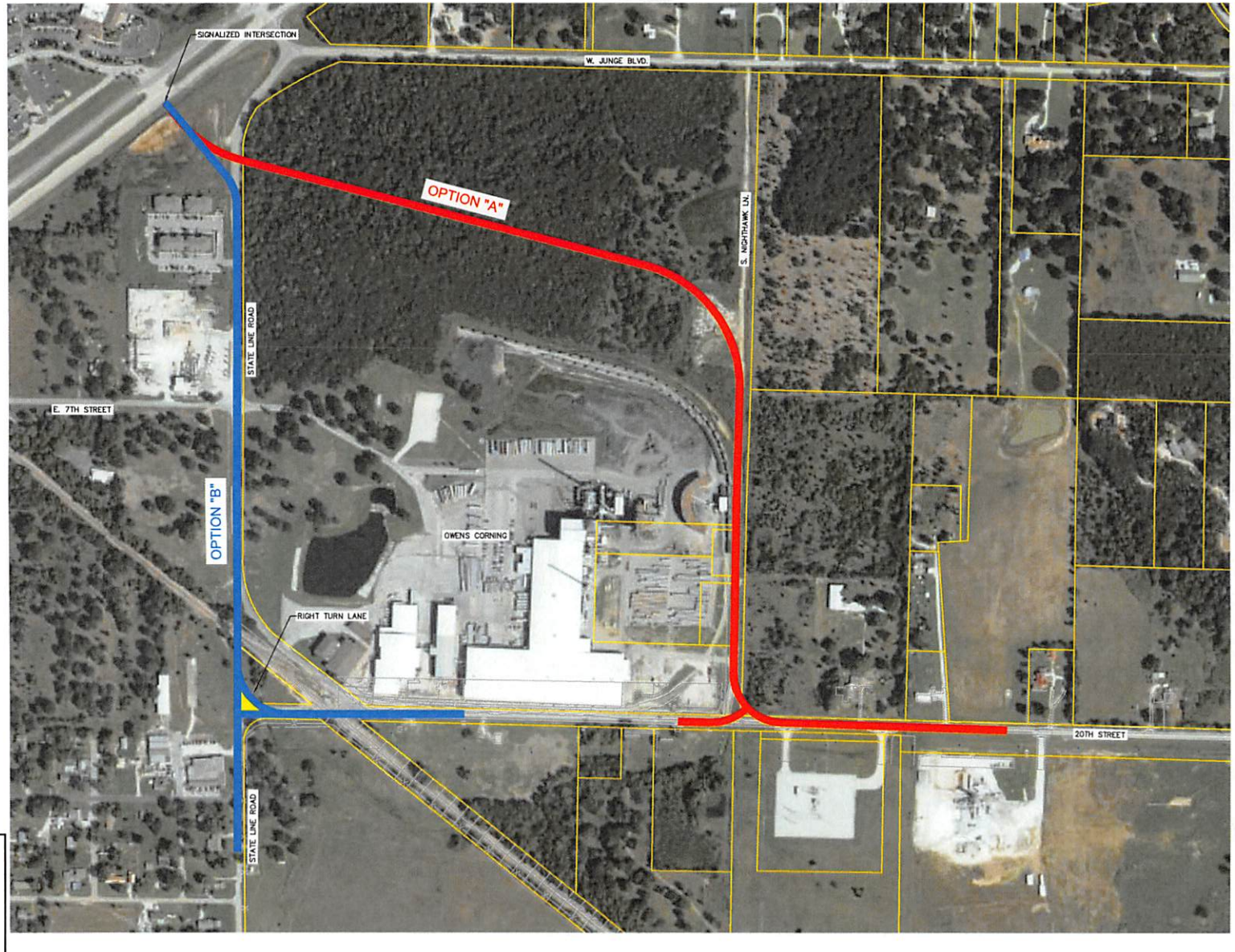
CERTIFICATE OF AUTHORITY
MISSOURI NO. 002427

REV DATE:	REVISION:	DWN BY:	CCM
		CKD BY:	XXX
		APD BY:	XXX
		DATE:	XXX, XX

20th STREET WIDENING

OVERALL 20TH STREET PROJECT

DWG NO.
-



SCALE: 200' 0 100' 200'

N

PRELIMINARY
10/4/2023

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CITY OF Joplin

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

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

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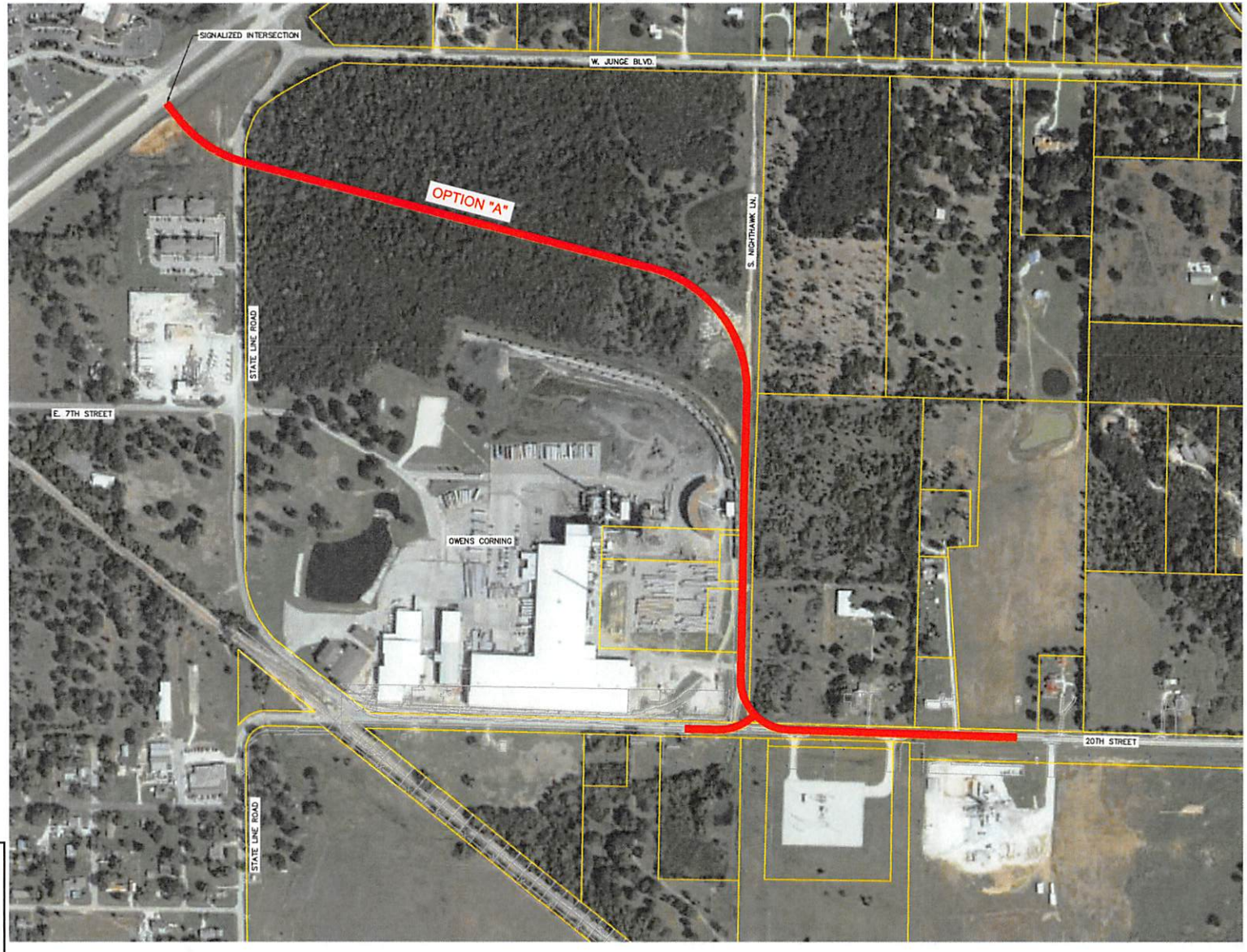
CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:	DWN BY: CCM
		CKD BY: XXX
		APD BY: XXX
		DATE: XXX. XX

20th STREET WIDENING

WEST 20TH CONNECTORS

DWG. NO.
-



SCALE: 200' 0 100' 200'

N

PRELIMINARY
10/4/2023

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CITY OF Joplin

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

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

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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

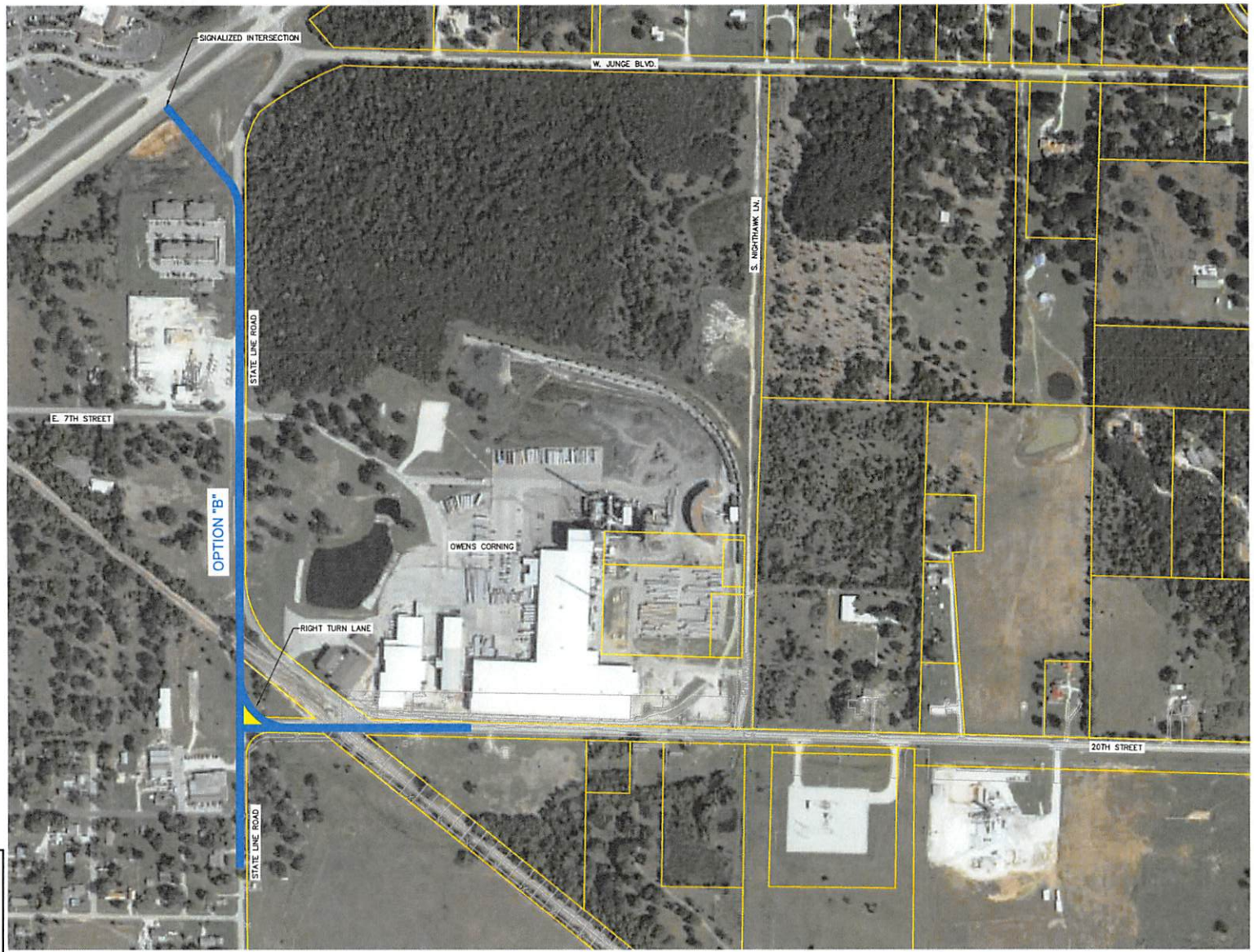
REV DATE:	REVISION:

DWN BY:	CCM
CKD BY:	XXX
APD BY:	XXX
DATE:	XXX. XX

20th STREET WIDENING

WEST 20TH OPTION A

DWG. NO.
-



SCALE:
200' 0 100' 200'
N

PRELIMINARY
10/4/2023

811
Know what's below.
Call before you dig.

CITY OF Joplin

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

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

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:		
		DWN BY:	CCM
		CKD BY:	XXX
		APD BY:	XXX
		DATE:	XXX. XX

20th STREET WIDENING

WEST 20TH OPTION B

DWG NO.
-

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-528 – Approving the FY 2024 Fire Department Budget

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-528 Ordinance; Budget Summary for the FY 2024 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; and Budget Reconciliation-Proposed to Adopted

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the 2023-2024 fire department budget for the City of Joplin.

BACKGROUND
This Council Bill adopts the 2023-2024 fire department budget for the City of Joplin and appropriates funding. This budget estimates $14,060,322.00 in appropriations (including transfers).

FUNDING SOURCE
This item is not applicable for the budget adoption.

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

COUNCIL BILL NO. 2023-528 ORDINANCE NO.

AN ORDINANCE providing for the Fire Department Budget of the City of Joplin for the period from November 1, 2023 to October 31, 2024, estimating the appropriations for said period for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years; and,

WHEREAS, the City Council has fully complied with all the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon.

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

Section 1. The FY 2022-2023 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2023 to October 31, 2024.

Section 2. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2023 to October 31, 2024 are $14,060,322.00.

Section 3. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 4. The Director of Finance is hereby directed to increase each appropriated budget in Section 3 above where an outstanding and valid encumbrance against the 2022-2023 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2023. The amount of the increase to the FY 2023-2024 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 5. That, if and when, appropriations are made during the Budget period November 1, 2023 to October 31, 2024, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 6. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 7. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 8. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 9. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 75,258,538	$ -	$ 1,061,750	$ 76,320,288
Licenses & Permits	2,115,312	-	-	2,115,312
Fines & Forfeitures	763,300	-	-	763,300
Service Charges & User Fees	3,734,266	26,530,497	-	30,264,763
Charges & Assessments	1,219,014	11,024,307	-	12,243,321
Other Income & Donations	3,257,400	1,053,000	100	4,310,500
Intergovernmental	35,276,573	13,642,282	-	48,918,855
TOTAL REVENUES	**$121,624,403**	**$ 52,250,086**	**$ 1,061,850**	**$ 174,936,339**
EXPENDITURES				
General Government	$ 8,586,405	$ 13,536,995	$ 1,167,000	$ 23,290,400
Public Safety	37,640,447	2,202,403	-	39,842,850
Public Works	11,379,146	3,245,619	-	14,624,765
Highways & Streets	33,340,855	-	-	33,340,855
Environmental	3,315,136	13,122,493	-	16,437,629
Health Services	3,253,157	-	-	3,253,157
Culture & Recreation	21,611,669	967,233	-	22,578,902
Social Services	5,364,232	-	-	5,364,232
Debt Service	-	255,547	-	255,547
Infrastructure/Economic Development	8,744,050	-	-	8,744,050
TOTAL EXPENDITURES	**$133,235,097**	**$ 33,330,290**	**$ 1,167,000**	**$ 167,732,387**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (11,610,694)**	**$ 18,919,796**	**$ (105,150)**	**$ 7,203,952**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 10,805,438	$ 881,500	$ -	11,686,938
Transfers Out	(12,805,073)	(1,894,863)	-	(14,699,936)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (1,999,635)**	**$ (1,013,363)**	**$ -**	**$ (3,012,998)**
NET CHANGE IN FUND BALANCE	**$ (13,610,329)**	**$ 17,906,433**	**$ (105,150)**	**$ 4,190,954**
FUND BALANCE, BEGINNING OF YEAR	**$ 83,189,876**	**$ 167,687,676**	**$ 9,164,804**	**$ 260,042,356**
FUND BALANCE, END OF YEAR	**$ 69,579,547**	**$ 185,594,109**	**$ 9,059,654**	**$ 264,233,310**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 169,206,279	$ -	$ 169,206,279
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	19,696,638	-	-	19,696,638
Unrestricted Fund Balance/Net Assets	49,882,909	12,684,069	9,059,654	71,626,632
TOTAL FUND BALANCE SUMMARY	**$ 69,579,547**	**$ 185,594,109**	**$ 9,059,654**	**$ 264,233,310**

Summary of Governmental Funds

	General Fund	1/2-Cent Sales Tax Pension	Public Safety Sales Tax Fund	Convention & Tourism Fund	Health & Welfare Fund	Parks & Recreation Fund	Solid Waste Management Fund
REVENUES							
Taxes	$ 27,411,260	$ 9,900,630	$ 9,900,630	$ 1,660,000	$ 538,200	$ 538,200	$ 538,200
Licenses & Permits	2,052,862	-	-	-	-	1,700	-
Fines & Forfeitures	763,300	-	-	-	-	-	-
Service Charges & User Fees	163,592	-	3,500	-	10,400	661,324	2,766,000
Charges & Assessments	204,064	-	-	1,000	123,950	-	30,000
Other Income & Donations	3,125,300	-	-	-	15,500	21,600	-
Federal Grants	475,812	-	-	-	595,976	-	-
State Grants	77,000	-	-	53,213	830,203	-	61,198
Local Grants	215,800	-	-	-	65,000	-	-
TOTAL REVENUES	**$ 34,488,990**	**$ 9,900,630**	**$ 9,904,130**	**$ 1,714,213**	**$ 2,179,229**	**$ 1,222,824**	**$ 3,395,398**
EXPENDITURES							
General Government	$ 8,528,365	$ -	$ -	$ -	$ -	$ -	$ 58,040
Public Safety	21,794,590	8,900,630	6,945,227	-	-	-	-
Public Works	2,217,146	-	400,000	-	-	-	-
Highways & Streets	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	3,315,136
Health Services	-	-	-	-	3,253,157	-	-
Culture & Recreation	476,255	-	-	1,659,842	-	4,867,805	-
Social Services	2,255,144	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 35,271,500**	**$ 8,900,630**	**$ 7,345,227**	**$ 1,659,842**	**$ 3,253,157**	**$ 4,867,805**	**$ 3,373,176**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ (782,510)**	**$ 1,000,000**	**$ 2,558,903**	**$ 54,371**	**$ (1,073,928)**	**$ (3,644,981)**	**$ 22,222**
OTHER FINANCING SOURCES (USES)							
Transfers In	$ 5,195,549	$ -	$ -	$ -	$ 1,070,000	$ 3,737,500	$ -
Transfers Out	(6,439,326)	-	(1,853,352)	(65,658)	(70,394)	(133,926)	(56,807)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (1,243,777)**	**$ -**	**$ (1,853,352)**	**$ (65,658)**	**$ 999,606**	**$ 3,603,574**	**$ (56,807)**
NET CHANGE IN FUND BALANCE	**$ (2,026,287)**	**$ 1,000,000**	**$ 705,551**	**$ (11,287)**	**$ (74,322)**	**$ (41,407)**	**$ (34,585)**
FUND BALANCE, BEG. OF YEAR	**$ 26,665,027**	**$ 4,450,291**	**$ 6,856,266**	**$ 2,183,080**	**$ 1,730,541**	**$ 96,412**	**$ 1,863,725**
FUND BALANCE, END OF YEAR	**$ 24,638,740**	**$ 5,450,291**	**$ 7,561,817**	**$ 2,171,793**	**$ 1,656,219**	**$ 55,005**	**$ 1,829,140**
FUND BALANCE SUMMARY:							
Reserved for Contingency-PS	$ -	$ -	$ 1,581,354	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	-	5,980,463	-	-	-	-
Reserved for Contingency	6,684,530	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	5,450,291	-	-	-	-	-
Unrestricted Fund Balance	17,954,210	-	-	2,171,793	1,656,219	55,005	1,829,140
TOTAL FUND BALANCE SMRY	**$ 24,638,740**	**$ 5,450,291**	**$ 7,561,817**	**$ 2,171,793**	**$ 1,656,219**	**$ 55,005**	**$ 1,829,140**

Parks & Stormwater Sales Tax Fund	Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	Amrican Rescue Plan Act Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 4,950,315	$ 12,395,630	$ 7,425,473	$ -	$ -	$ -	$ -	$ -	$ -	$ 75,258,538
-	-	-	60,750	-	-	-	-	-	2,115,312
-	-	-	-	-	-	-	-	-	763,300
-	98,200	-	31,250	-	-	-	-	-	3,734,266
-	725,000	-	100,000	-	-	-	-	-	1,219,014
-	95,000	-	-	-	-	-	-	35,000	3,257,400
6,437,133	-	4,000,000	2,327,996	-	8,888,000	-	5,694,050	-	28,418,967
-	1,046,400	4,000,000	478,792	-	-	-	10,000	-	6,556,806
-	20,000	-	-	-	-	-	-	-	300,800
$ 11,387,448	**$ 14,380,230**	**$ 15,425,473**	**$ 2,998,788**	**$ -**	**$ 8,888,000**	**$ -**	**$ 5,704,050**	**$ 35,000**	**$ 121,624,403**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,586,405
-	-	-	-	-	-	-	-	-	37,640,447
-	-	-	-	-	8,650,000	-	-	112,000	11,379,146
8,038,477	10,716,150	14,586,228	-	-	-	-	-	-	33,340,855
-	-	-	-	-	-	-	-	-	3,315,136
-	-	-	-	-	-	-	-	-	3,253,157
14,607,767	-	-	-	-	-	-	-	-	21,611,669
-	-	-	3,109,088	-	-	-	-	-	5,364,232
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	8,744,050	-	8,744,050
$ 22,646,244	**$ 10,716,150**	**$ 14,586,228**	**$ 3,109,088**	**$ -**	**$ 8,650,000**	**$ -**	**$ 8,744,050**	**$ 112,000**	**$ 133,235,097**
$ (11,258,796)	**$ 3,664,080**	**$ 839,245**	**$ (110,300)**	**$ -**	**$ 238,000**	**$ -**	**$ (3,040,000)**	**$ (77,000)**	**$ (11,610,694)**
$ 238,000	$ -	$ -	$ 114,389	$ -	$ -	$ -	$ 450,000	$ -	$ 10,805,438
(604,350)	(2,913,410)	(417,579)	(12,271)	-	(238,000)	-	-	-	(12,805,073)
$ (366,350)	**$ (2,913,410)**	**$ (417,579)**	**$ 102,118**	**$ -**	**$ (238,000)**	**$ -**	**$ 450,000**	**$ -**	**$ (1,999,635)**
$ (11,625,146)	**$ 750,670**	**$ 421,666**	**$ (8,182)**	**$ -**	**$ -**	**$ -**	**$ (2,590,000)**	**$ (77,000)**	**$ (13,610,329)**
$ 8,068,749	**$ 12,403,357**	**$ 11,062,363**	**$ 128,506**	**$ 3,816,577**	**$ -**	**$ -**	**$ 3,442,396**	**$ 422,586**	**$ 83,189,876**
$ (3,556,397)	**$ 13,154,027**	**$ 11,484,029**	**$ 120,324**	**$ 3,816,577**	**$ -**	**$ -**	**$ 852,396**	**$ 345,586**	**$ 69,579,547**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,581,354
-	-	-	-	-	-	-	-	-	5,980,463
-	-	-	-	-	-	-	-	-	6,684,530
-	-	-	-	-	-	-	-	-	-
(3,556,397)	13,154,027	11,484,029	120,324	3,816,577	-	-	-	-	5,450,291
$ (3,556,397)	**$ 13,154,027**	**$ 11,484,029**	**$ 120,324**	**$ 3,816,577**	**$ -**	**$ -**	**$ 852,396**	**$ 345,586**	**$ 69,579,547**

Summary of Proprietary Funds

REVENUES	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	748,620	835,362	21,095,000	-
Charges & Assessments	-	10,000	180,000	1,968,800
Other Income & Donations	5,000	2,500	7,500	-
Federal Grants	10,042,500	-	3,599,782	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 10,796,120**	**$ 847,862**	**$ 24,882,282**	**$ 1,968,800**
EXPENSES				
General Government	$ -	$ -	$ 1,051,885	$ 1,905,802
Public Safety	-	-	-	-
Public Works	3,245,619	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	13,122,493	-
Health Services	-	-	-	-
Culture & Recreation	-	967,233	-	-
Social Services	-	-	-	-
Debt Service	-	-	255,547	-
TOTAL EXPENSES	**$ 3,245,619**	**$ 967,233**	**$ 14,429,925**	**$ 1,905,802**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ 7,550,501**	**$ (119,371)**	**$ 10,452,357**	**$ 62,998**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 650,000	$ 231,500	$ -	$ -
Transfers Out	(178,313)	(31,200)	(1,521,072)	(48,867)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 471,687**	**$ 200,300**	**$ (1,521,072)**	**$ (48,867)**
NET CHANGE IN NET ASSETS	**$ 8,022,188**	**$ 80,929**	**$ 8,931,285**	**$ 14,131**
NET ASSETS, BEGINNING OF YEAR	**$ 53,302,504**	**$ 579,585**	**$ 106,101,653**	**$ 775,389**
NET ASSETS, END OF YEAR	**$ 61,324,692**	**$ 660,514**	**$ 115,032,938**	**$ 789,520**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 61,025,100	$ 548,551	$ 105,448,676	$ 648,841
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	299,592	111,963	5,880,501	140,679
TOTAL NET ASSETS SUMMARY	**$ 61,324,692**	**$ 660,514**	**$ 115,032,938**	**$ 789,520**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,505,000	-	-	2,346,515	26,530,497
5,200,000	1,807,481	1,858,026	-	11,024,307
936,500	101,500	-	-	1,053,000
-	-	-	-	13,642,282
-	-	-	-	-
-	-	-	-	-
$ 7,641,500	**$ 1,908,981**	**$ 1,858,026**	**$ 2,346,515**	**$ 52,250,086**
$ 7,559,000	$ 1,323,159	$ 1,697,149	$ -	$ 13,536,995
-	-	-	2,202,403	2,202,403
-	-	-	-	3,245,619
-	-	-	-	-
-	-	-	-	13,122,493
-	-	-	-	-
-	-	-	-	967,233
-	-	-	-	-
-	-	-	-	255,547
$ 7,559,000	**$ 1,323,159**	**$ 1,697,149**	**$ 2,202,403**	**$ 33,330,290**
$ 82,500	**$ 585,822**	**$ 160,877**	**$ 144,112**	**$ 18,919,796**
$ -	$ -	$ -	$ -	$ 881,500
-	-	-	(115,411)	(1,894,863)
$ -	**$ -**	**$ -**	**$ (115,411)**	**$ (1,013,363)**
$ 82,500	**$ 585,822**	**$ 160,877**	**$ 28,701**	**$ 17,906,433**
$ 2,730,768	**$ 657,917**	**$ 744,606**	**$ 2,795,254**	**$ 167,687,676**
$ 2,813,268	**$ 1,243,739**	**$ 905,483**	**$ 2,823,955**	**$ 185,594,109**
$ 8,841	$ -	$ -	$ 1,526,270	$ 169,206,279
-	-	-	-	3,703,761
2,804,427	1,243,739	905,483	1,297,685	12,684,069
$ 2,813,268	**$ 1,243,739**	**$ 905,483**	**$ 2,823,955**	**$ 185,594,109**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 1,061,750	$ -	$ 1,061,750
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	100	-	100
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 1,061,850**	**$ -**	**$ 1,061,850**
EXPENDITURES			
General Government	$ 1,007,000	$ 160,000	$ 1,167,000
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 1,007,000**	**$ 160,000**	**$ 1,167,000**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 54,850**	**$ (160,000)**	**$ (105,150)**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 54,850**	**$ (160,000)**	**$ (105,150)**
FUND BALANCE, BEGINNING OF YEAR	**$ 1,337,646**	**$ 7,827,158**	**$ 9,164,804**
FUND BALANCE, END OF YEAR	**$ 1,392,496**	**$ 7,667,158**	**$ 9,059,654**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	1,392,496	7,667,158	9,059,654
TOTAL FUND BALANCE SUMMARY	**$ 1,392,496**	**$ 7,667,158**	**$ 9,059,654**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2023-2024

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund	Fee Review Increase	(2)	1,146,500	1,177,704	31,204
Health & Welfare	Worksite Wellness Grant	(3)	-	79,000	79,000
Parks & Recreation	Fee Review Increase	(2)	413,500	445,524	32,024
	Transfer from General Fund	(2)	3,246,500	3,437,500	191,000
Community Planning	Fee Review Increase	(2)	66,450	69,000	2,550
	CDBG Grant - 2021 Change	(2)	239,222	242,488	3,266
	Home Consortium - 2021 Change	(2)	526,757	527,808	1,051
	Metro Planning Grant Change	(2)	457,555	459,792	2,237
Municipal Golf Course	Fee Review Increase	(2)	605,000	674,162	69,162
Cemetery Trust	Fee Review Increase	(2)	35,000	37,675	2,675
Worker's Compensation Self-Insurance	Workers Comp Assessment	(2)	1,795,303	1,807,481	12,178
Liability & Property Self-Insurance	Liability Assessment	(2)	1,846,526	1,858,026	11,500
	Total Revenue Increase/(Decrease)		**$ 6,736,484**	**$ 7,150,653**	**$ 414,169**
APPROPRIATIONS					
General Fund	Payroll Adjustment	(2) & (3)	21,906,252	21,945,872	39,620
Use Tax	New Position (7) Payroll Adjustment	(2)	-	560,588	560,588
City Council: Administration	Department Review Facilitator	(2)	-	150,000	150,000
	Council Retreat	(2)	18,000	28,000	10,000
City Manager: Administration	Capital Improvement Sales Tax Project Videos	(2)	5,000	15,000	10,000
	Council Retreat Reduction & Move	(2)	175,000	100,000	(75,000)
Communications: Proposition Action	2nd Floor Remodel	(2)	-	310,200	310,200
	New position Furnishings & Supplies	(2)	-	87,000	87,000
Legal: Proposition Action	New position Furnishings & Supplies	(2)	-	14,700	14,700
Finance: Proposition Action	3rd Floor Remodel & Basement	(2)	-	60,148	60,148
	New Position Furnishings & Supplies	(2)	-	14,700	14,700
Municipal Court: Judicial Services	Judicial Services Payroll Adjustment	(3)	53,500	56,100	2,600
Municipal Court: Proposition Action	New Position Furnishings & Supplies	(2)	-	14,200	14,200
Police: Jail Services	Remove Jail Floor Padded Cell replacement	(3)	31,500	21,500	(10,000)
Parks & Recreation Subsidy	Transfer Increase	(2)	3,246,500	3,437,500	191,000
Public Safety Sales Tax	Payroll Adjustment	(2)	5,520,337	5,500,772	(19,565)
Use Tax: Training Center	New Position (2) Payroll	(2)		134,696	134,696
Use Tax: Training Center	New Position (2) Furnishings & Supplies	(2)	-	37,800	37,800
Police	Squad SUV Replacement Correction	(1)	36,000	18,000	(18,000)
Police	Squad SUV Equipment Replacement Correction	(1)	28,000	14,000	(14,000)
Convention & Tourism	Payroll Adjustment	(2)	335,911	336,719	808
Health & Welfare	Payroll Adjustment	(2)	2,192,595	2,196,996	4,401
Federal Grants	Worksite Wellness Grant	(3)	-	79,000	79,000
Parks & Recreation	Payroll Adjustment	(2)	2,079,568	2,082,080	2,512
Athletic Complex	Wendell Redden Stadium Improvements	(2)	23,500	40,500	17,000
Stadium Maintenance	Joe Becker Stadium Improvements	(2)	-	174,000	174,000
Solid Waste	Payroll Adjustment	(2)	247,445	248,201	756
Parks & Stormwater Sales Tax	Payroll Adjustment	(2)	983,440	985,216	1,776
Parks & Recreation	Trail Wayfinding	(2)	13,866,625	14,016,625	150,000
Transportation Sales Tax Fund	Payroll Adjustment	(2)	3,351,624	3,356,431	4,807
Capital Improvement Sales Tax	Payroll Adjustment	(2)	165,408	165,830	422
Community Planning	Payroll Adjustment	(2)	486,434	487,338	904
Regional Airport	Payroll Adjustment	(2)	777,443	778,789	1,346
	New Position (.25) Payroll Adjustment	(2)	-	17,688	17,688
Municipal Golf Course	Payroll Adjustment	(2)	429,174	429,791	617
Sanitary Sewer	Payroll Adjustment	(2)	3,429,175	3,435,025	5,850
Central Garage	Payroll Adjustment	(2)	305,098	306,035	937
Worker's Compensation Self-Insurance	Payroll Adjustment	(2)	27,834	27,860	26
Liability & Property Self-Insurance	Payroll Adjustment	(2)	27,833	27,860	27
Emergency Communications	Payroll Adjustment	(2)	1,486,911	1,489,188	2,277
	Total Appropriation Increase/(Decrease)		**$ 61,236,107**	**$ 63,201,948**	**$ 1,965,841**

NOTES:
(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.
(3) Changes that occurred between Proposed & Adopted Budget.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-610: AN ORDINANCE approving a Purchase Order to be issued to McQueen Emergency for Two (2) Pierce Velocity PUC Engines.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Fire Department

ATTACHMENTS
CB2023-610 Ordinance; Exhibit A: Two (2) Pierce Velocity PUC Engines bid contract through Houston-Galveston Area Council (HGAC) Consortium pricing.

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

SUMMARY
This Council Bill authorizes the City to enter into an agreement with McQueen Emergency for the purchase two (2), Pierce Velocity PUC engines.

BACKGROUND
This contract is for replacement engines for Station 2 and Station 3.

FUNDING SOURCE
Currently, this item is a budgeted expense in the Fire Department Acct #101-6075-510-83.15

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

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Joplin, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.

b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.

c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.

d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $2,540,722.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only

effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is approximately **35-38 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have ninety (90) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within ninety (90) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within ninety (90) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Joplin
Fire Chief Gerald Ezell
303 E 3rd St
Joplin, MO 64801

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the

implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall either party be liable for consequential, incidental or punitive damages incurred by the other party or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: $ 2,000,000

Each Occurrence: $ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: $ 5,000,000

Each Occurrence: $ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

Both Parties shall indemnify, defend and hold harmless, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, or damage of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of the other party.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Missouri. Exclusive venue for any dispute shall be Jasper County, MO.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC	**CITY OF JOPLIN**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Joplin **Date** October 9, 2023

Quantity	Chassis Type	Body Type	Contract Price per Unit	Total Contract Price
2	Velocity	PUC Pumper	$1,270,361.00*	$2,540,722.00*

Houston-Galveston Area Council (HGAC) Consortium Pricing.

Includes graphics to match the last unit ordered.

PERFORMANCE BOND: Included in the contract price.

100% PREPAYMENT OPTION: DUE TWENTY-FIVE (25) DAYS FROM CONTRACT EXECUTION TO BE APPLICABLE.

If 100% prepayment is made twenty-five (25) days from contract signing, deduct $207,942.00 from contract price. Payment due with contract is $2,332,780.00. *Initial here to accept*: _____.

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF October 9, 2023 BETWEEN MACQUEEN AND City of Joplin (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes ☐ No
If not, please provide correct name and address to be listed on CO. _____
_____

Is there a lienholder? ☐ Yes ☐ No
If yes, please provide lienholder information. _____
_____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1063 Dated 10/9/2023 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1063 Dated 10/9/2023 .

Option List

10/9/2023

Customer:	Joplin Fire Department, City of	**Bid Number:**	1063
Representative	Borgmann, Mike	**Job Number:**	
Organization:	MacQueen Emergency Group	**Number of Units:**	2
Requirements Manager:		**Bid Date:**	10/27/2023
Description:	Joplin Velocity PUC 3/4	**Stock Number:**	
Body:	Pumper, PUC, Aluminum	**Price Level:**	46 (Current: 46)
Chassis:	Velocity Chassis, PUC-NG (Med Block)	**Lane:**	Lane 2

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck- Pre-Approval at Bid - Approved Option Will be Required at Booking	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
12	0000114		Inspection Trip(s) Qty, - 02 Fill in Blank - 4	2
13	0620362		Consortium, HGAC	1
14	0537375		Unit of Measure, US Gallons	1
15	0529326		Bid Bond, 10%, Pierce Built Chassis	1
16	0816570		Performance Bond, 100% Req'd, PPI Terms	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0888808		Velocity Chassis, PUC-NG (Med Block)	1
20	0000110		Wheelbase Wheelbase - 216	1
21	0000070		GVW Rating GVW rating - 53800	1
22	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
23	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
24	0508849		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	1
25	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0785760		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, LRL, Fire Service Speed Rating	1
29	0773076		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Dura-Bright, Hub Pilot	1
30	0530467		Axle, Rear, Meritor RS30-185, 31,000 lb, Imp/Vel/Dash CF	1
31	0814716		Top Speed of Vehicle, 70 MPH/112 KPH, Non-NFPA 2016	1
32	0555352		Suspen, Rear, Hendrickson FMX 312 EX, Air Ride, 31,000 lb	1
33	0000485		Oil Seals, Rear Axle	1
34	0787280		Tires, Rear, Michelin, X WORKS Z, 315/80R22.50, LRL, Single, Fire Serv Speed Rat	1
35	0052876		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Dura-Bright, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
38	0801909		Lug Nut, Covers, Chrome	1
39	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
40	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
41	0002045		Mud Flap, Front and Rear, Pierce Logo	1
42	0760675		Chains, Onspot, Automatic Tire, Custom	1
43	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires) Qty, Pair - 01	1

Line	Option	Type	Option Description	Qty
44	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward, LS3	
45	0010670		ABS Wabco Brake System, Single rear axle	1
46	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
47	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
48	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
49	0000786		Brake Reservoirs, Four	1
50	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
51	0000790		Brake Lines, Nylon	1
52	0068871		Air Inlet, with Kussmaul Air Eject, Recessed Mount, Location Feature	1
			Location - driver side behind crew cab door below shore line connection	
			Qty, Air Coupling (s) - 1	
53	0642325		Outlet, Air, with shut off valve, Milton "M" Fittings	1
			Location, Air Coupling(s) - zb) Pump Operator Panel	
			Qty, Air Coupling (s) - 1	
54	0060852		Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1
			Color, Kussmaul Cover - b) red	
55	0000853		Compressor, Air, Kussmaul 091-9 12V Brake System	1
			Location - TBD	
56	0808533		Engine, Cummins X10, 450 hp, 1250 lb-ft, W/OBD, EPA 2027, Imp/Vel	1
57	0811409		Not Required, Engine Contingency Adjustment	1
58	0001244		High Idle w/Electronic Engine, Custom	1
59	0001236		Not Required, Auxiliary Brake, Alt. Aux. Brake Selected	1
60	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
61	0123135		Air Intake, w/Ember separator, Imp/Vel	1
62	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
63	0787999		Radiator, Impel/Velocity	1
64	0511425		Cooling Hoses, Rubber	1
65	0674793		Fuel Tank, 65 Gallon, Left Side Fill, Rear Air Suspension, PUC	1
66	0001129		Lines, Fuel	1
67	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
68	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
69	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
70	0699437		Cooler, Chassis Fuel, Not Req'd.	1
71	0690880		No Selection Required From This Category	1
72	0887552		Trans, Allison 6th Gen, 3000 EVS PR, w/Prognostics, Imp/Vel/SFR/Enf	1
			Trans. retarder capacity - b. medium/1300, 3000 EVS	
			Trans, retarder control - l) Auto 1/3, 2/3, 3/3	
73	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
74	0517604		Transmission Programming, Park to Neutral, PUC	1
75	0797408		Transmission Oil Cooler, Modine, External, w/Modine External Sump	1
76	0801878		Fluid, 3000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	1
77	0001370		Driveline, Spicer 1710	1
78	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
79	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
80	0509231		Steering Wheel, 4 Spoke with Controls	1
81	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Joplin	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
82	0123627		Bumper, 26" Extended, Imp/Vel	1
83	0610291		Tray, Hose, Center, 26" Bumper, Outside Air Horns, 13" Deep, Imp/Vel	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 23) 200' of 1.75"	
84	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	

Line	Option	Type	Option Description	Qty
85	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
86	0002270		Tow Hooks, Chrome	1
87	0668310		Cab, Velocity FR, 7010 Raised Roof, PUC	1
88	0724237		Engine Tunnel, ISL, Mech Fasteners, Impel/Velocity FR	1
89	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
90	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
91	0123176		Grille, Bright Finished, Front of Cab, Velocity	1
92	0807034	SP	Scuffplates, S/S At Cab Door Jambs, UL-LX, 4-Door Cab	1
			Color, UL-LX, Per Item - a) black	
93	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
94	0087357		Molding, Chrome on Side of Cab	1
95	0559132		Mirrors, Forward Mtd, Htd/Rmt, Pierce One-Eleven, LED Turn Signal	1
			Finish, Arm Cover - Chrome	
			Finish, Mirror Head - Chrome	
96	0667937		Door, Full Height, Velocity FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
97	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
98	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
99	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
100	0512419		Electric Door Locks, Cab Doors, Imp/Vel	1
101	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
102	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
103	0643790		Steps, Stirrup, Formed w/Grip Strut, Crew Cab Doors	1
			Light, Step, Additional - P25 LED	
104	0668574		Steps, Stirrup, Formed w/Grip Strut, Cab Doors	1
			Light, Step, Additional - P25 LED	
105	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
			Color, Trim - Chrome Housing	
106	0002140		Fenders, S/S on Cab	1
107	0586968		Handrail, Interior, Crew Cab Doors, Angled	1
108	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
109	0568605		Not Required, Interior Trim, No Cab Side Windows	1
110	0012090		Not Required, Windows, Front/Side of raised roof	1
111	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
112	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
113	0123686		Drip Rail, Cab Roof, Impel/Velocity/Velocity SLT	1
114	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp	1
			Mounting Provision Spacing - .75"	
			Material Finish, Cab Interior - Painted	
115	0748671		Cab Interior, Vinyl, Velocity FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
116	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
117	0696871		Floor, Alum Cab & Rubber Crew Cab - AXT/Imp/Vel	1
118	0741239		HVAC, Impel/Velocity FR, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
119	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
120	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
121	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
122	0122516		Fluid Check Access, Imp/Vel	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
123	0583042		Side Roll and Frontal Impact Protection	1
124	0622618		Seating Capacity, 5 Seats	1
125	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
126	0587668		Seat, Officer, Pierce PS6, Base, SCBA, Safety	1

Line	Option	Type	Option Description	Qty
127	0510037		Radio Compartment, Below Officer Seat, Imp/Vel	1
128	0803506	SP	Cabinet, Rear Facing, LS, 24 W x 53 H x 30.5 D, 2" Web, Ext Acc, Imp/Vel	1
			Type of fastener - 2" side release Restraint Location - Bottom (towards the ground) Scuffplate, Material/Finish - No Scuffplate Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Bumper Light, Tall Cabinet - Pierce, Interior, Right Side Louvers, Cabinet - 0-No Louvers	
129	0102783		Not Required, Seat, Rr Facing C/C, Center	1
130	0803508	SP	Cabinet, Rear Facing, RS, 29 W x 53 H x 30.5 D, 2" Web, Ext Acc, Imp/Vel	1
			Type of fastener - 2" side release Restraint Location - Bottom (towards the ground) Scuffplate, Material/Finish - No Scuffplate Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Bumper Light, Tall Cabinet - Pierce, Interior, Left Side Louvers, Cabinet - 0-No Louvers	
131	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
132	0790599	SP	Seat, Forward Facing C/C, Center, (3) Pierce PS6, Premium, SCBA, Safety, Riser	1
133	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
134	0566653		Upholstery, Seats In Cab, Turnout Tuff	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
135	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
136	0669368		Riser, Fwd Facing C/C seat raised 3.00", w/Raised Roof cab only, PUC	1
137	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
138	0604864		Seat Belt Height Adjustment, 5 Seats, Imp/Vel, Dash CF	1
139	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
140	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	
141	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
142	0631776		Not Required, Overhead Map Lights	1
143	0804719		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1
			Location, Portable Hand Light - TBD	
144	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	1
145	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
146	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
147	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
148	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnls - Driver's Side Overhead	
149	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
150	0583917		Wiring, Spare, 15 A 12V DC 5th	2
			Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location - One in Each EMS Compartment, wiring to terminate towards top of compt.	
151	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	4
			Qty, - 04 12vdc power from - Battery direct Location - Officer and Driver side Lower Dash Panel, Inside Each EMS Compartment	
152	0560535		Wiring, Spare, 15 A 12V DC 4th	3
			Qty, - 03	

Line	Option	Type	Option Description	Qty
152			12vdc power from - Battery switched Wire termination - Butt Splice Location - Under Mounting Plate on Engine Tunnel	
153	0548004		Wiring, Spare, 15 A 12V DC 1st	1
			Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer Dash	
154	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			Qty, - 01 12vdc power from - Battery switched Wire termination - Butt Splice Location - Officer Side Dash Upper Panel	
155	0548007		Wiring, Spare, 15 A 12V DC 3rd	3
			Qty, - 03 12vdc power from - Battery direct Wire termination - Butt Splice Location - Under Mounting Plate on Engine Tunnel	
156	0803875		Radio, AM/FM/WB, Jensen, Frt,Rear Aux In/Frt,Rear USB/Bluetooth	1
			Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - b) within reach of the officer	
157	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 **	1
			System Of Measurement - US Customary	
158	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
159	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
160	0696443		Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area	1
			Location - location #5 switch panel Qty, - 01	
161	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714	1
			Camera System Audio - Not Provided	
162	0814831		Not Required, Camera Switcher	1
163	0683718		Recess, Rear Vision Camera Into Lightstick Housing	1
164	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT	1
			Color, Antenna - Black Antenna Module Housings - Black Housing with Power and Status Ind	
165	0896456		Prognostics, Electrical System	1
166	0816093		ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial	1
			Subscription, Telematics - 3 Year Subscription	
167	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
168	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
169	0008621		Battery System, Single Start, All Custom Chassis	1
170	0123174		Battery Compartment, Imp/Vel	1
171	0803511		Not Required - Battery Charger Included In Inverter/Charger Category	1
172	0814995		Not Required, Location Picked From Location,Inverter/Battery Charger/Conditioner	1
173	0817736	SP	Inverter/Battery Charger, Ksml 091-269-12-3000, Non-NFPA	1
			Location, Inverter Switch - DS Cab	
174	0814936		Location, Body, Inverter/Battery Charger, Forward Compartment, LS	1
			Location, Comp Body - High On Left Wall	
175	0811952		Not Required, Indicator/Remote Status	1
176	0812004	SP	Approved, Inverter/Batt Chgr	1
177	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger, L1, R4, Both EMS Cabinets	
178	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	
179	0647728		Alternator, 430 amp, Delco Remy 55SI	1
180	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
181	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	

Line	Option	Type	Option Description	Qty
182	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
183	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
184	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
185	0535157		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts, PUC/HDRP	1
186	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
187	0085910		Lights, Backup Included in Signal Cluster	1
188	0650265		Bracket, License Plate & Light, Cast Products LP0004-1-B, LED Light	1
189	0589905		Alarm, Back-up Warning, PRECO 1040	1
190	0769569		Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	1
191	0769559		Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	1
192	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
193	0896454		Enhanced Software for Perimeter Lts	1
194	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
195	0698589		Lights, Side Scene, Wln M9LZC Gradient LED, 1st	4
			Qty, - 04	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - g) PS Switch Panel	
			Switch, Lt Control 3 DC,3 - e) Pump Operators Panel	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Location, Scene Lights - Each Side Body, Forward & Rearward, 4lts	
196	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	
197	0889855		Lights, HiViz FT-B-46-*-*, 46", Brkt Fet 1st	2
			Location - Mounted to the cab on the raised roof portion, Over the rear cab doors. one on each side.	
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - Black	
			Brackets, Cab Side Scene Lts - Directly to Cab Roof	
198	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
199	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear SS	
200	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
201	0645683		Lights, Rear Scene, Wln, M9LZC LED	2
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS and Cup Switch At Rear SS	
			Location, Scene Lights - Each Side Rear Body, Mid, 2lts	
202	0709438		Lights, Walk Surf, FRP Flood, LED	1
203	0518282		Pumper, PUC, Aluminum	1
204	0554271		Body Skirt Height, 20"	1
205	0501271		Tank, Water, 750 Gallon, Poly, Rectangular Form Fitting, PUC	1
206	0003405		Overflow, 4.00" Water Tank, Poly	1
207	0028107		Not Required, Foam Cell Modification	1
208	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
209	0003429		Not Required, Direct Tank Fill	1
210	0003424		Not Required, Dump Valve	1
211	0048710		Not Required, Jet Assist	1
212	0030007		Not Required, Dump Valve Chute	1
213	0514778		Not Required, Switch, Tank Dump Master	1
214	0597043		Body Height, PUC/HDRP	1
			Body Height - 92.00"	
215	0199241		Hose Bed, Aluminum, Pumper, PUC	1
216	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
217	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 300' of 3.00", 1600' of 5.00", 300' of 2.50"	

Line	Option	Type	Option Description	Qty
218	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	
219	0644518		Divider, Unpainted, Permanent, Box Style, Hose Bed Cover/Handrail Mntg	1
			Location - center of hosebed	
			Qty, - 1	
220	0755029		Special Split and Dual Extrusions, Hose Bed Rear	1
221	0077656	SP	Cover, Hose Bed, Alum Treadplate, Center Hose Bed Divider Support	1
222	0505155		Flap, Rear of Alum Hose Bed Cover, Two Piece, Vinyl	1
			Color, Vinyl Cover - c) black	
223	0611509		Running Boards, Flip Out, PUC	1
224	0685334		Tailboard, 12" Deep, Full Width, PUC/HDRP	1
225	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
226	0003531		Tow Bar, Under Tailboard	1
227	0656764		Construction, Compt, Alum, Pumper, PUC	1
228	0515256		LS 214" Rollup, (1) 31" (1) 50.5" Fwd, (1) 52" Rr, FH/FD Front & Rear, PUC	1
229	0515258		RS 214" Rollup, (2) 42" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
230	0692733		Doors, Rollup, Gortite, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
231	0557309		Compt, Rear, Rollup, 40.50" FF, w/Tailboard, PUC/HDRP	1
232	0692743		Door, Gortite, Rollup, Rear Compartment, PUC	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
233	0795390		Pull Strap for Rollup Doors, Amdor Flex-HD	10
			Location - L1, L2, L3, L4, R1, R2, R3, R4, Each Crosslay Door	
			Qty, Door Accessory - 10	
234	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	9
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
235	0816613	SP	214" Hatch, (2) Lift-up, 21" Wide, Both Sides, RS Short for Cargo,LS Spcl Dr,PUC	1
			Size - 22"	
			Size, Hatch Compt, Height - 22.00"	
			Trim, Body/Hatch Compt Seam, Horizontal, Pair - Molding	
			Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Smooth Weld	
			Matting, Floor, Hatch Compt - Dri-Deck - Black	
236	0733406		Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
237	0687993		Lights, Hatch Compt, LED Strip Light, 214", Both Sides	1
238	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
239	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	6
			Qty, Shelf - 06	
			Material Finish, Shelf - Brushed	
			Location, Shelves/Trays, Predefined - RS3-Centered, RS4-Centered, LS2-Centered, LS3-Upper Third Left of Partition, LS3-Transition Point Left of Partition and B1-Upper Third	
240	0709690		Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	2
			Qty, Tray (slide-out) - 02	
			Location, Shelves/Trays, Predefined - RS1-Lower Third and LS1-Lower Third	
			Material Finish, Tray - Brushed	
241	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations	2
			Qty, Tray (slide-out) - 02	
			Location, Shelves/Trays, Predefined - RS2-Centered and RS1-Upper Third	
			Material Finish, Tray - Brushed	
242	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	5
			Qty, - 05	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS2, RS3, RS4 and LS1	
			Material Finish, Tray - Brushed	
243	0650981		Toolboard, Slide-out, Alum, .188", Peg Board, Brushed, 3G, Slides Top and Bottom	2
			location - LS3 Both Rear of Partition	
			Qty - 2	
			Mounting, Toolboard - Adjustable side-side	

Line	Option	Type	Option Description	Qty
243			Hole Diameter, Pegboard/Toolboard - .203" diameter	
244	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	1
			Qty - 1 Location, Pivot - Front Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Brushed Finish Location, Toolboard - LS1 - Above Transition Point	
245	0726457		Partition, Vertical Compt, Predefined Locations	1
			Qty, Partition - 01 Location, Partition/Toolboard, Predefined - LS3- 24.00" From Forward Door Frame Material Finish, Partition - Brushed	
246	0654369		Recess, Partition, Right of Pump Opertor's Panel, PUC	1
247	0755638		Pegboard, Back Wall Mounted, 3/16" Alum, Full Height Compt	1
			Qty, Comp. Accessory - 01 Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Brushed Finish Location, Compartment, Predefined - LS2	
248	0755527		Pegboard, Back Wall Mounted, 3/16" Alum, Standard Depth Upper	1
			Qty, Comp. Accessory - 01 Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Brushed Finish Location, Compartment, Predefined - LS1	
249	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
250	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3G	1
			Material Finish, Fender Liner - Brushed Stainless	
251	0519849		Not Required, Hose, Hard Suction	1
252	0527021		Handrails Located @ Front Body	1
253	0664688		Handrails, Rear, PUC/HDRP	1
254	0000941		No Rear Hose Bed Handrail Required	1
255	0505105		Handle, Grab, Chrome, Each	1
			Location, Handrails - on hatch compt door, right side rear by landing area Qty, Handrails - 01	
256	0519354		Handrail, Extra - 12"	1
			Location, Handrails - rear of body on left side adjacent to hosebed Qty, Handrails - 01	
257	0657651		Compt, Air Bottle, Double, Fender Panel	4
			Qty, Air Bottle Comp - 4 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
258	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
259	0004230		Ladder, 14' Duo-Safety 775A Roof	1
260	0638382		Rack, Ladders, LS Full Depth Body, PUC/HDRP	1
			Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch Hinge Location - Inboard	
261	0733387		Ladder, 10' Duo-Safety Folding 585A	1
262	0733005		Compt w/Trough, Folding Ladder, In Upper Body, LS	1
			Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Southco C2 Chrome Raised Hinge Location - Outboard	
263	0789534		Pike Pole, 8' DUO Safety, Fiberglass	1
			Qty, Pike Poles - 1	
264	0732982		Tube, Pike Pole 8' or Longer, In Upper Body Long Tool Storage Compt	2
			Qty, Pike Poles - 2 Location, Left Side, Right Side - Left Side Material/Finish, Tube, Pike Pole - Aluminum Width, Notch, Pike Pole Tube - .75", Standard Notch	
265	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
265			Location - in upper body long tool storage on right side	
266	0732992		Tube, Pike Pole 6', In Upper Body Long Tool Storage Compt	2
			Qty, Pike Poles - 2 Location, Left Side, Right Side - Right Side Material/Finish, Tube, Pike Pole - Aluminum Width, Notch, Pike Pole Tube - 1.38", NY Notch	
267	0769733		Compt, Long Tool Storage Compt, In Upper Body (1) RS, PUC/HDRP	1
			Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Southco C2 Chrome Raised Hinge Location - Outboard	
268	0004361		Tubes, Alum, Pike Pole Storage	4
			Qty, Pike Pole Tubes - 04 Location, Pike Pole Tube - Crosslay/Speedlay	
269	0530099		Notch, Pike Pole Tube/Trough, Specify Size (Pike Pole(s) Not Included)	4
			Location - four in crosslay compartment, upper portion, two accessed from each side of truck, with spacing to allow removal of tools individually Qty, - 04 Fill in Blank - NY Hook notched tubes.	
270	0521734		No Steps Required, Front Of Body, PUC	1
271	0515519		Ladder, Top Access, Alum, RH Rear, PUC/HDRP	1
			Do Not Move Truck Indicator - DNMT indicator	
272	0724153		Step, Folding - Extra, Body Only, w/LED, Trident	2
			Qty, Folding Step - 02 Location, Additional Step - driver side rear wall as indicated on AD print Coating, Step - black	
273	0529030		Step, Full Width, Rear Of Body, 8", Below Hosebed, Recessed Traffic Light, PUC	1
274	0004387		Step, Wedge, 8.00" - Extra	1
			Location, Additional Step - landing area on the right rear corner of body, back of hatch compartment Qty, Add. Wedge Step - 1	
275	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
276	0520016		Not Required, Pumphouse Structure, PUC	1
277	0771274		Cargo Compt, Floor Lowered, Rearward Section Over Pump, For OAH, PUC	1
278	0889385		Pump, Pierce, 1500 GPM, Single Stage, PUC-NG	1
279	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
280	0802234		Gear Case, Integrated Pump Transmission, PUC-NG, Cummins	1
281	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
282	0515829		Pump Shift, Sure-Shift	1
283	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
284	0515835		Auxiliary Cooling System, PUC	1
285	0014486		Not Required, Transfer Valve, Single Stage Pump	1
286	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	
287	0596073		Controller, Pressure, FRC, Pump Boss, PBA400, PUC	1
288	0072153		Primer, Trident, Air Prime, Air Operated	1
289	0658266		Thermal Relief Valve, w/Amber Warning Light and Alarm, PUC Pump	1
			Location, Thermal Relief Discharge - Ground	
290	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
291	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
292	0089437		Plumbing Without Foam System	1
293	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
294	0014650		Pump Suction Tube(s), Short, All	1
295	0699096		Not Required, Cap, Main Pump Inlet, Included w/Storz Adapter	1
296	0084610		Valves, Akron 8000 series- All	1
297	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
298	0004700		Control, Inlet, at Valve	1
299	0004660		Inlet (1), Left Side, 2.50"	1
300	0029147		Not Required, Inlet, Right Side	1
301	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
302	0092569		No Rear Inlet (Large Dia) Requested	1

Line	Option	Type	Option Description	Qty
303	0064116		No Rear Inlet Actuation Required	1
304	0092696		Not Required, Cap, Rear Inlet	1
305	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
306	0092568		No Rear Auxiliary Inlet Requested	1
307	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
308	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
309	0595508		Outlet, Tank Fill, 1.50", PUC	1
310	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
311	0516755		Outlet, Left Side, 2.50" (2), PUC	1
312	0528718		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH, PUC	1
313	0092570		Not Required, Outlets, Left Side Additional	1
314	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
315	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
316	0021134		Not Required, Elbow, Right Side Outlets	1
317	0733304	SP	Outlet, Right Side, Additional, 2.50", PUC	1
318	0646833	SP	Not Required, Elbow, Right Side Outlets, Additional	1
			Qty, Discharges - 01	
319	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
320	0602442		Elbow and Cap, Large Dia Outlet, Provided by Dealer, NFPA 2016	1
321	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
322	0092575		Not Required, Outlet, Rear	1
323	0045099		Not Required, Elbow, Rear Outlets	1
324	0537394		Not Required, Outlet, Rear, Additional, PUC	1
325	0537395		Not Required, Elbow, Rear Outlets, Additional	1
326	0516824		Outlet, Front of Hose Bed, 2.50", PUC	2
			Qty, Discharges - 02	
			location - Matching the 2.5 and 3.0 hose locations.	
327	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
328	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
329	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
330	0543615		Monitor, Akron, 3440 DeckMaster, w\Remote Tether	1
			Fill in Blank - Please mount tether for remote in the L4 compartment On right bulkhead of pump control panel	
			Monitor Finish - Painted by OEM	
331	0029304		No Nozzle Req'd	1
332	0005072		Deluge Mount, 3" ANSI 4 Bolt Flange	1
333	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
334	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Drip Pan - Drip Pan Not Required	
335	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
336	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
337	0750900		Crosslay, (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
338	0661221		Tray(s), Poly, Special Size, IPOS	3
			Location - increasing the upper crosslay width to 7.00" each and the lower crosslay to 10". It will make packing hose a little easier. See option 661221. If this change is made, wheelbase will be 216" with a 20.5" wide module.	
			Qty, - 03	
			Size - increasing the upper crosslay width to 7.00" each and the lower crosslay to 10". It will make packing hose a little easier. See option 661221. If this change is made, wheelbase will be 216" with a 20.5" wide module.	
339	0015216		Reel, Booster, Aluminum - Over Pump, Right Side	1
340	0683521		Switch, (2) Reel Rewind - Special Location	1
			Location - one in LS4 on forward bulkhead and one in RS4 on forward bulkhead	

Line	Option	Type	Option Description	Qty
341	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
342	0017858		Capacity, Hose Reel 150' of 1"	1
343	0007428		Nozzle for Booster Reel Not Req'd	1
344	0674725		Blowout, Hose Reel - Quarter Turn Valve at Panel	1
345	0622237		Roller Assembly, Additional	1
			Location - left side of the truck, above LS4 compt, on hatch compartment to the outside edge	
			Qty, - 1	
346	0044333		Not Required, Foam System	1
347	0012126		Not Required, CAF Compressor	1
348	0552517		Not Required, Refill, Foam Tank	1
349	0042573		Not Required, Foam System Demonstration	1
350	0045465		Not Required, Foam Tanks	1
351	0091110		Not Required, Foam Tank Drain	1
352	0091079		Not Required, Foam Tank #2	1
353	0091112		Not Required, Foam Tank #2 Drain	1
354	0746445		Approval Dwg, Pump Operator's Panel, Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, OPER Pump Pnl, Dwg - 02	
355	0032479		Pump Panel Configuration, Control Zone	1
356	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
357	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
358	0618458		Light, Pump Compt, Wln 3SC0CDCR LED White, PUC	1
			Qty, - 01	
359	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
360	0005601		Throttle, Engine, Incl'd w/Press Controller	1
361	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
362	0549333		Indicators, Engine, Included with Pressure Controller	1
363	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
364	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
365	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
366	0604123		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/Remote Light Driver	1
367	0604028		Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2
			Location - Each side High behind Crew Cab Doors	
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
368	0006774		Not Required, Foam Level Gauge	1
369	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
370	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
371	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
372	0757092		Control, Air Horn, Multi Select	1
373	0757080		Control, Air Horn, Ft Sw, RS	1
374	0757084		Control, Air Horn, Horn Ring	1
375	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
376	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, PS Outside Sw Pnl	
377	0076156		Control, Elec Siren, Head Only	1
378	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
379	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
380	0056084		Wiring & Mount, Siren, Federal Q2B, Cust Installed	1
381	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
382	0748305		Control, Mech Siren, Multi Select	1
383	0748281		Control Mech Siren, Ft Sw RS	1
384	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
385	0609328	SP	Guard, Foot Switches, Treadplate, 2swts, Hinged	1
			Location - Office Side Foot Switches	
386	0746353		Not Required, Warning Lights Intensity	1
387	0607636		Lightbar, Wln, Freedom IV-Q, 81", RRRRRRRROptRRRRRRRR	1
			Opticom Priority - b) High	

Line	Option	Type	Option Description	Qty
387			Opticom Activation - E-Master Momentary Opticom Activation - No Activation Filter, Whl Freedom Ltbrs - No Filters	
388	0749055		Light, Front Zone, Wln M6# M6# M6# M6#, Split Color, Q Bezel 4lts Color, Lt DS Frnt Out Spl - b) Red and Blue Color, Lt PS Frnt Out Spl - b) Red and Blue Color, Lt DS Frnt Ins Spl - b) Red and Blue Color, Lt PS Frnt Ins Spl - b) Red and Blue Color, Q Bezel and Trim - Chrome	1
389	0653937		Flasher, Headlight Alternating Headlt flash deactivation - a)w/high beam	1
390	0553202		Lights, Side Zone Lower, Wln M6# LED, Split Color 2pr Location, Lights Rear - Over Wheel Wells Location, Lights Front Side - b)each side bumper Color, Lt Side Frnt Split - Red and Blue Color, Lt Side Rear Split - Red and Blue	1
391	0742884		Lights, Side, Wln M6# Split Color LED 1st Location, Lights - Side Warning Light Behind Crew Cab Door Each Side Qty, - 02 Control, Light - f) emerg master Color, Lt Side Split - Red and Blue Color, Trim - Chrome Trim	2
392	0742881		Lights, Side, Wln M6# Split Color LED 2nd Location, Lights - On Hatch Compartment Forward of the Forward Scene Light Each Side Qty, - 02 Control, Light - b) side warning Color, Lt Side Split - Red and Blue Color, Trim - Chrome Trim	2
393	0653437		Lights, Rear Zn Lwr, Wln M4# Split LED Color, Lt DS Rear Splt - a) Red and Blue Color, Lt PS Rear Splt - a) Red and Blue	1
394	0750350		Lights, Rear, Wln M6# LED, Split Color, Clear Lens 1st Location - Rear High in step well and opposite side on hatch compartment Qty, - 02 Control, Light - f) emerg master Color, Lt Rear Splt - Red out Blue in Color, Trim - Chrome Trim	2
395	0750467		Lights, Rear/Side Up Zone, Wln M6# Split Color, 4lts Color, Lt DS Rear Splt - a) Red and Blue Color, Lt PS Rear Splt - a) Red and Blue Color, Lt DS Side Splt - Red Forward, Blue to the rear Color, Lt PS Side Splt - Red Forward, Blue to the Rear Color, Trim - Chrome Trim	1
396	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
397	0590000		No Hose Bed Warn Light Brackets Required,Lights Mounted on Hatch/Body Compts,PUC	1
398	0791493		Light, Traffic Directing, Wln TAM65 36" Long LED Activation, Traffic Dir L - Control Head Only	1
399	0529858		Location, Traf Dir Lt, Recessed Within Trdplt Step	1
400	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
401	0015829		Circuit Breaker Panel with Inverter Location - LS3	1
402	0781507		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Cab Qty, - 01 Location 1 - PS EMS Compartment, high on back wall AC Power Source - Shoreline to Inverter Internal Transfer Sw Cover, Receptacle - Interior SS Wall Plate(s)	1
403	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab Qty, - 01 Location 1 - DS EMS Compartment, high on back wall AC Power Source - Shoreline to Inverter Internal Transfer Sw Cover, Receptacle - Interior SS Wall Plate(s)	1

Line	Option	Type	Option Description	Qty
404	0779718		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Body	1
			Qty, - 01 Location 1 - RS4 on forward bulkhead under panel AC Power Source - Shoreline to Inverter Internal Transfer Sw Cover, Receptacle - Interior Flip Up Cover(s)	
405	0779717		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 3rd, Interior Body	1
			Qty, - 01 Location 1 - LS3 forward bulkhead mounted low AC Power Source - Shoreline to Inverter Internal Transfer Sw Cover, Receptacle - Interior, Flip Up Duplex Cover	
406	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
			Qty, - 01 Location 1 - LS1 on forward bulkhead, low AC Power Source - Shoreline to Inverter Internal Transfer Sw Cover, Receptacle - Interior, Flip Up Duplex Cover	
407	0778560		Receptacle, 15A 120V 3-Pr 3-Wr TL, Wtrprfroof	2
			Location, Receptacles - One on each side of the body above the wheel wheels Qty, - 02 AC Power Source - Shoreline to Inverter Internal Transfer Sw	
408	0519934		Not Required, Brand, Hydraulic Tool System	1
409	0649753		Not Required, PTO Driven Hydraulic Tool System	1
410	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
411	0519913		Not Required, Soft Suction Hose	1
412	0027023		No Strainer Required	1
413	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
414	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1
415	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
416	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
417	0741569		Paint Process / Environmental Requirements, Appleton	1
418	0709846		Paint, Two-Tone Color, Velocity/Impel	1
			Paint Color, Upper Area, Predefined - #101 Black Shield, Cab - High Shield-Velocity/Impel Paint Color, Lower Area, Predefined - 202 Lower red to match job # Joplin #37925 Paint Break, Cab - Standard Two-Tone Cab Break	
419	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
420	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
421	0693797		No Paint Required, Aluminum Front Wheels	1
422	0693792		No Paint Required, Aluminum Rear Wheels	1
423	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
424	0007234		Compartment, Unpainted, D/A Finished	1
425	0544124		Reflective Band, 1"-4"-1"	1
			Color, Reflect Band - A - i) gold Color, Reflect Band - B - p) black Color, Reflect Band - C - ze) gold	
426	0510041		Reflective across Cab Face, Imp/Vel	1
427	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
428	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
429	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade Size, Chevron Striping - 04 Color, Reflect Chev - A - r) red diamond grade	
430	0067298		Stripe, Gold Leaf, Across Cab Face	1
431	0027286		Not Required, Lettering Specs	1
432	0007472		[Lettering not Requested]	1

Line	Option	Type	Option Description	Qty
433	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
434	0002838		Undercoating, Cab & Body, Ziebart	1
435	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
436	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
437	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
438	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
439	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
440	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
441	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
442	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
443	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
444	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
445	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
446	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
447	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
448	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
449	0695416		Warranty, Pierce Camera System, WA0188	1
450	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
451	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
452	0685945		Warranty, Transmission Cooler, WA0216	1
453	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
454	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
455	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
456	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
457	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
458	0641372		Warranty, Foam System, Not Available	1
459	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
460	0593921		Not Required, Warranty, No Lettering	1
461	0683627		Certification, Vehicle Stability, CD0156	1
462	0808580		Certification, Engine Installation, Imp/Vel, Cummins X10, 2027	1
463	0686786		Certification, Power Steering, CD0098	1
464	0892701		Certification, Cab Integrity, Impel/Velocity FR, CD0190	1
465	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
466	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
467	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
468	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
469	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
470	0545073		Amp Draw Report, NFPA Current Edition	1
471	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
472	0799248		Appleton/Florida BTO	1
473	0000048		PUMPER/TANKER, 3rd Gen	1
474	0000012		PIERCE CHASSIS	1
475	0004713		ENGINE, OTHER	1
476	0046395		EVS 3000 Series TRANSMISSION	1
477	0520324		PIERCE PUMP, PUC	1
478	0020009		POLY TANK	1
479	0028047		NO FOAM SYSTEM	1
480	0020006		SIDE CONTROL	1
481	0020007		AKRON VALVES	1
482	0020015		ABS SYSTEM	1
483	0658751		PUMPER BASE	1

MACQUEEN EMERGENCY

Pierce
PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

October 9, 2023

Fire Chief Gerald Ezell
City of Joplin
303 E 3rd St
Joplin, MO 64801

Subject: **Proposal for Two (2) Pierce Velocity PUC Pumpers**
Bid/Proposal 1063

Dear Fire Chief Ezell,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **$2,540,722.00* -** $1,270,361.00 Each
Houston-Galveston Area Council (HGAC) Consortium Pricing.
Includes graphics to match the last unit ordered.

100% Prepayment Option:

Should the City of Joplin elect to make a 100% prepayment twenty-five (25) days after contract execution, a discount of ($207,942.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$2,332,780.00.**

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Joplin, MO

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due twenty-five (25) days after Contract signing for **Prepay discount** to be applicable.

Delivery – 35 - 38 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until October 31, 2023**. *After October 31, 2023, Sale Price will increase to approximately $2,567,000.00.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 636-667-7213 or mike.borgmann@macqueengroup.com .

We wish to thank the City of Joplin for the opportunity to submit our proposal.

Respectfully,

Mike Borgmann

Mike Borgmann
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

COUNCIL BILL NO. 2023-610 **ORDINANCE NO. 2023-**

AN ORDINANCE approving the issuance of a Purchase Order to MacQueen Emergency to cover the purchase of two (2) Pierce Velocity replacement fire engines which has been included in the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024, to adjust appropriations and containing an emergency clause.

WHEREAS, in the FY2023-2024 budget process, funds were included and presented to Council to cover the purchase of two (2) replacement fire engines.

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

Section 1. That a Purchase Order issued to MacQueen Emergency for Two Million, Five Hundred, Forty Thousand, Seven Hundred, Twenty-two Dollars and 0 Cents, covering the cost of the two (2) new fire engines, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) 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 16th day of October 2023, by a vote of .

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Jordan L. Paul, Assistant City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2023

Item: COUNCIL BILL NO. 2023-286
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2023-286

Building Regulations: Bryan Wicklund	Date:
Planning and Community Development Manager: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Assistant City Manager: Tony Robyn	Date:
City Manager: Nick Edwards	Date:
Fire Chief: Gerald Ezell	Date:

Recommended Action: Approval of the adoption of the 2018 International Property Maintenance Code along with amendments with an effective date of January 1st, 2024.

Summary: Currently Neighborhood Services Division handles the enforcement of codes and ordinances pertaining to individual property sites while the Building Division oversees the enforcement pertaining to the structures themselves once they qualify and meet the definitions for a dangerous structure as defined in Chapter 26 sec. 612. The adoption of the 2018 International Property Maintenance Code will help fill in the gap between these two processes. The intent of the International Property Maintenance Code is to ensure public health, safety, and welfare pertaining to the occupancy and maintenance of all existing structures and premises by establishing minimum standards and requirements that align with all other currently adopted codes and ordinances. One benefit from the adoption of this code is that it will offer both citizens and staff a single easy to understand location to reference most of the standards when dealing with maintaining all aspects of existing properties.

Recommendation: It is with the adoption of the latest Codes that the Building Department and Fire Department, & Neighborhood Services Division can continue to serve the public's interest in regard to life, health, and safety issues pertaining to properties within the City of Joplin, and staff requests the Council to approve the adoption of the 2018 International Property including amendments with an effective date of January 1st, 2024.

Attached is a draft of the Ordinance to adopt the codes and chapter 26 changes. The amended or changed portions have been marked through but included in an effort to help identify the changes.

COUNCIL BILL NO. 2023-286 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing Articles XII & XIII and enacting a new Article XII, Property Maintenance Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article XII Housing Code & Article XIII Nonresidential Property Maintenance be repealed, and a new Chapter 26, Buildings and Building Regulations, Article XII, Property Maintenance Code, be enacted to read as follows:

~~"ARTICLE XII HOUSING CODE*~~ *PROPERTY MAINTENANCE CODE*

Sec. 26-691. - ~~Adopted~~ Property Maintenance Code Adopted

~~The city council, by the provisions of Ordinance No. 26434, enacted September 7, 1971, adopted a basic housing code for the city, which is on file in the office of the city clerk.~~
~~(Code 1977,18-1)~~ The **2018 Edition of the International Property Maintenance Code as supplemented or amended, is hereby adopted, and made a part herof by reference as the basic building code of the city. A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk.

Sec. 26-692. Amendments to the International Property Maintenance Code.

The property maintenance code adopted by **section 26-691** of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting **[City of Joplin, Missouri]**

Section 302.3 is amended by adding "in accordance with chapter 114 and the city zoning ordinance."

Section 302.4 is amended by inserting **[12"]**

Section 305.7 is added – All display windows or storefronts constructed of glass or other transparent materials shall be kept clean and free of cracks, and no storage other than organized displays shall be permitted therein unless shielded from public view.

Section 308.2.1 is amended by adding "The storage, collection and disposal of refuse shall be in accordance with chapter 102, pertaining to solid waste."

~~Secs.26-692—26-710.-Reserved.~~ Secs.26-693---26-710.-Reserved

~~ARTICLE XIII. - NONRESIDENTIAL PROPERTY MAINTENANCE~~

~~DIVISION 1. – GENERALLY~~

~~Sec. 26-711. - Purpose of article.~~

~~The purpose of this article is to promote the health, safety, convenience, comfort, morals, prosperity and general interest, and welfare of the citizens of the city by establishing minimum standards and requirements for the maintenance of the exterior of nonresidential buildings and the premises they occupy.~~

~~**Sec. 26-712. - Scope of article.**~~

~~**(a)** The provisions of this article shall apply to every building and its premises used in whole or in part for nonresidential occupancy.~~

(b) This article establishes minimum standards for the maintenance of the exterior of buildings and grounds surrounding such buildings. This article does not replace or modify standards otherwise established by law for construction, replacement or repair of buildings and their grounds, but is cumulative of such standards and shall apply in addition to them.

Sec. 26-713. - Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or structure means a detached building or structure used in a secondary or subordinate capacity to the main or principal building or structure on the same premises.

Approved means approved by the director, or his predecessor, as defined in rules and regulations.

Automobile establishment means any business dealing exclusively with the servicing, maintenance, repair, storage, wrecking or salvaging of motor vehicles.

Board means the building board of appeals.

Department means the department of public works of the city.

Deterioration means the condition of a building or part thereof characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, lack of maintenance or excessive wear.

Director means the director of public works or an authorized subordinate representative.

Extermination means the control and extermination of insects, rodents or other pests by any legal pest elimination method.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking, serving and nonconsumption of food.

Nonresidential property means any land or structure, whether public or private, that is adapted, used or occupied for purposes other than residential use.

Operator means any person who owns or has charge, care, control or management of a nonresidential property, or part thereof, and shall include a lessee.

Owner means any person who, alone or jointly or severally with others:

(1) Shall have legal title to nonresidential property, with or without accompanying actual possession thereof;

(2) Shall have charge, care or control of any nonresidential property as owner or as agent or personal representative of the owner; or

(3) Shall have possession or right to possession under a contract for deed.

Premises means a lot, plot or parcel of land, including all buildings or structures thereon.

Refuse means unwanted or discarded waste materials, in a solid or semisolid state, consisting of garbage, rubbish or a combination thereof.

Rubbish means solid wastes consisting of combustible and noncombustible waste materials from apartments and commercial, industrial and institutional establishments, including wastes and items commonly referred to as trash.

Weathering means deterioration, decay or damage caused by exposure to the elements.

(b) The definitions contained in sections 26-91 and 26-92 shall apply equally to this article, insofar as the context of this article may require.

Cross reference— Definitions generally, § 1-2.

Sec. 26-714. – Violations.

(a) It shall be unlawful for any person to:

(1) Use, occupy, operate, maintain, rent or let to another for occupancy any premises which fail to comply with the requirements of sections 26-791 through 26-793, 26-801 and 26-802, or cause or permit such acts to be done.

(2) Permit a building which has been temporarily closed to remain vacant and unrepaired for more than 180 days after the date of issuance of the closing or for more than 90 days after the expiration of any permit issued pursuant to section 26-627 of the Joplin City Code.

(3) Fail, neglect or refuse to obey any subpoena or final order of the building board of appeals.

(b) Every day that a violation continues shall be considered a separate offense, for which the violator may be arrested, tried and convicted without necessity for further notice.

Sec. 26-715. - Penalty.

(a) Any person convicted of a violation of this article shall be punished for that violation by a fine of not less than $25.00, but not more than $500.00, or by imprisonment for not more than 100 days, or by both such fine and imprisonment. All fines imposed shall be in accordance with the minimum fine schedule set out in subsection (c) of this section.

(b) Every day that a violation continues shall be considered a separate offense, for which the violator may be arrested, tried and convicted without necessity of further notice.

(c) Whenever the penalty is to be a fine or a fine and imprisonment, the fine shall be no less than the minimum amount set out in the following schedule:

First offense .....$ 25.00

Second offense 50.00

Third offense 250.00

Fourth offense 400.00

Fifth offense 500.00

In determining the applicable minimum fine, an offense shall be considered a recurring offense only if the defendant has previously pleaded or been found guilty of violating the same minimum standard at the same location.

Sec. 26-716. - Authority to prescribe additional regulations.

The director is authorized to make and promulgate reasonable and necessary rules and regulations to carry out provisions of this article. All such rules and regulations shall be filed in the office of the city clerk.

Secs. 26-717—26-730. - Reserved.

DIVISION 2. - ENFORCEMENT

Sec. 26-731. - Generally.

The director is hereby authorized and directed to administer and enforce all the provisions of this article. He shall cause periodic inspections to be made of premises to secure compliance with the requirements of this article.

Sec. 26-732. - Consent required for entry by enforcement officer; exceptions.

Whenever necessary to make an inspection or enforce any of the provisions of this article, the director may enter the premises at any reasonable time after consent for such entry has been requested and obtained from an owner, tenant or lessee of adult age. The director is authorized to enter the premises without consent to make an inspection or enforce any of the provisions of this article only when an emergency exists as prescribed by section 26-733 or when the premises are abandoned.

Sec. 26-733. - Emergency orders.

Whenever an emergency exists which requires immediate action to protect the public health, safety or welfare, the director may issue an immediate order directing the owner, occupant or other person in charge of the building to take such action as is necessary to correct or abate the emergency; or, if circumstances warrant, the director may act to abate or correct it. An emergency order shall be in lieu of the notice and order.

Sec. 26-734. - Inspection report.

In areas designated by the city for systematic code enforcement, the owner or occupant may first be given an inspection report listing the deficiencies found on the premises and requesting that the deficiencies be eliminated within a stated period of time, not to exceed 180 days. Such an inspection report shall also state that, if the deficiencies are not eliminated, a notice and order will be issued.

Sec. 26-735. - Service of notice and order.

Except in emergency cases, the director shall issue a notice and order stating the deficiencies found on the premises, identifying them as violations of this article and ordering the owner or occupant to correct such violations. This notice and order shall:

(1) Be in writing;

(2) Set forth the alleged violations of this article;

(3) Describe the premises where the violations are alleged to exist or to have been committed;

(4) Specify a period of 30 days for the correction of any violation alleged and advise the owner or occupant of his right to appeal;

(5) Be served upon the owner or occupant of the premises by delivery of a copy of the notice and order to him personally or by leaving such a copy at his usual place of abode with a member of the family over the age of 15 years, or by mail addressed to the owner or occupant or agent thereof. If one or more persons to whom such notice and order is addressed cannot be found after diligent effort to do so, service may be made upon such persons by posting the notice and order in or about the premises

described in the notice and order and by causing such notice and order to be published in a newspaper of general circulation.

Sec. 26-736. - Extension of time for compliance.

If evidence of repair or improvements which will eliminate the deficiencies listed in the notice and order provided for in this division is found by the director at the time of the re-inspection, he may allow an extension of time not to exceed 120 days, provided he determines the extension of time will not create or perpetuate a situation imminently dangerous or deteriorating to life or property.

Sec. 26-737. - Failure to comply with order.

At the end of the period of time allowed for the correction of any violation alleged, the director shall re-inspect the premises. If, upon re-inspection, the violations are determined by the director not to have been corrected, the director shall initiate legal proceedings in municipal court or shall order the premises vacated within 30 days, or both, unless a valid extension of time has been granted.

Secs. 26-738—26-750. - Reserved.

DIVISION 3. - TEMPORARY CLOSING OF BUILDINGS

Sec. 26-751. - Issuance of order to vacate.

Whenever the director finds that any occupied building or structure contains a condition which may endanger or materially impair the health, safety or well-being of an occupant and which violates this article, he may declare such structure unfit for human occupancy and order it to be vacated immediately and remain so until its certificate of reoccupancy is issued. Such order shall list the conditions which render the premises unfit for human occupancy and establish a time within which the building shall be repaired.

Sec. 26-752. - Violations rendering structure unfit for human occupancy.

Any one or more violations of division 5 of this article may be considered as conditions which may endanger or materially impair the health, safety or well-being of an occupant.

Sec. 26-753. - Service of order to vacate.

An order to vacate shall be served upon the owner and the occupants of the premises. Service of an order to vacate shall be in the same manner as provided in division 2 of this article for service of the notice and order.

Sec. 26-754. - Posting of order to vacate.

(a) Every order to vacate issued in accordance with this article shall be posted at or upon each exit of the building or structure and shall include the list of conditions which render the premises unfit for human occupancy. The order shall be substantially in the following form:

DO NOT ENTER
UNSAFE TO OCCUPY

The following conditions render these premises unfit for human occupancy:

It is a misdemeanor to occupy or permit any person to occupy this building or to remove or deface this notice.

Director of Public Works of City of Joplin, Missouri

(b) Such order shall not be removed or defaced after it is posted except with the knowledge and consent of the director.

Sec. 26-755. - Compliance with order to vacate; occupancy of posted structure.

(a) The building or structure shall be repaired within the time specified by the director, or it shall be temporarily closed in accordance with this article. No person shall occupy, remain in or enter any building which has been so posted, or allow or permit such entry or occupancy by any other person, until conditions necessitating the posting have been remedied; except that entry may be made to repair, demolish or remove such building under permit.

(b) Upon repair of any building or structure which has been posted by the director under section 26-754, an inspection shall be requested of and made by the director. If such building is determined to be fit for human occupancy, a certificate of reoccupancy so stating shall be issued.

Sec. 26-756. - Standards for closing building.

(a) *Temporary closing.*

(1) All buildings and structures which are temporarily closed as a result of an order of vacation by the director shall be closed and kept closed until the building or structure complies with the building code and this article or is demolished, in accordance with the following standards:

a. All exterior openings are to be closed.

b. Materials missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least one-half inch thick.

c. Materials approved by the director may be used which provide equivalent protection to the building from those attempting to gain entrance.

d. Any materials used to close openings in exterior walls or open buildings shall be neatly installed in a manner substantially in accordance with recognized levels of workmanship for the building construction industry.

e. The roof shall be made watertight.

f. All loose and hanging exterior parts shall be removed.

g. All debris from the interior and exterior of the premises shall be removed.

(2) No building temporarily closed shall remain vacant and unrepaired for more than 150 days.

(3) If a building, temporarily closed as the result of an order of vacation by the director, remains closed in excess of one hundred fifty (150) days, a dangerous building case shall be initiated against the structure to determine whether the structure should be demolished or the owner of the structure may make application for a permit as provided by section 26-627 of the Joplin City Code subject to the conditions therein.

(4) If a building, temporarily closed as a result of an order of vacation by the director, is not closed and kept closed in accordance with the standards set forth in this subsection, a dangerous building case may be initiated against the structure to determine whether the structure should be demolished.

(b) *Voluntary indefinite closing.* All buildings and structures that do not meet the criteria for a permit as provided by section 26-627 of the Joplin City Code and that are voluntarily closed for an indefinite period shall be closed and kept in accordance with the following standards:

(1) A permit shall be obtained before commencement of work.

(2) All exterior openings are to be closed.

(3) Materials missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least one-half inch thick.

(4) Materials approved by the director may be used which provide equivalent protection to the building from those attempting to gain entrance.

(5) Any materials used to close openings in exterior walls or open buildings shall be neatly installed in a manner substantially in accordance with recognized levels of workmanship for the building construction industry.

(6) All plywood shall be painted with two coats of exterior paint.

(7) The building or structure shall be baited for roaches and rodents.

(8) The roof shall be made watertight.

(9) All loose and hanging exterior parts shall be removed.

(10) All debris from the interior and exterior of the premises shall be removed.

Secs. 26-757—26-770. - Reserved.

DIVISION 4. - APPEALS

Sec. 26-771. - Generally.

Any person entitled to be served with a notice and order under section 26-735 shall have the right to appeal in writing to the building board of appeals from any order or action of the director taken in the enforcement of this article. An appeal shall be in such form and shall contain such information as the board may by regulation require.

Sec. 26-772. - Scope of appeal.

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of an appeal under this division.

Sec. 26-773. - Filing of appeal.

Every appeal under this division shall be in writing and shall be filed by delivery to the office of the director within ten days from the date of the service of the order or the action appealed from.

Sec. 26-774. - Failure to appeal.

Failure of a person entitled to appeal under this article either to make appeal or to timely file his appeal shall constitute a waiver of his right to an administrative hearing and adjudication of his complaint, and such person shall be estopped to deny the validity of any order or action of the director which could have been timely appealed.

Sec. 26-775. - Stay of order pending appeal.

Except for orders to vacate and emergency orders, the timely filing of an appeal to the board under this division shall stay enforcement of the order appealed from until the appeal is finally determined by the board.

Secs. 26-776—26-790. - Reserved.

DIVISION 5. - MINIMUM ENVIRONMENTAL REQUIREMENTS

Subdivision I. - In General

Sec. 26-791. - Sanitation.

(a) All exterior property areas shall be maintained in a clean and sanitary condition and free from any accumulation of rubbish, trash, garbage or other noxious or offensive materials. The storage, collection and disposal of refuse shall be in accordance with chapter 102, pertaining to solid waste.

(b) Every operator shall furnish and maintain approved devices, equipment or facilities necessary to keep his premises safe and sanitary.

Sec. 26-792. - Insect and rodent control.

(a) Building and exterior property areas shall be kept free from insect and rodent infestation. Where insects or rodents are found, they shall be promptly exterminated by acceptable processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

(b) All nonresidential property shall be in compliance with chapter 62, article VI, pertaining to vector control.

Sec. 26-793. - Dock areas, stairs, porches and handrails.

(a) Every dock area, stair and porch shall be so constructed as to be safe to use and capable of supporting the loads to which it is subjected. They shall be maintained in sound condition and good repair. Treads and risers that evidence excessive wear or are broken, warped or loose shall be replaced. Where required for safety, an approved handrail shall be installed.

(b) All dock areas, stairs, porches and handrails shall be in compliance with all requirements, including prescribed loads, of article IV of this chapter.

Secs. 26-794—26-800. - Reserved.

Subdivision II. - Exterior Property Areas

Sec. 26-801. - Grading and drainage.

All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any building or structure located thereon.

Sec. 26-802. - Sidewalks, driveways and parking spaces.

Sidewalks and driveways shall be maintained in a safe and approved condition, and parking spaces shall be maintained in accordance with chapter 114 and the city zoning ordinance.

Sec. 26-803. - Noxious weeds.

All exterior property areas shall be subject to the requirements of chapter 54, article II, division 2, pertaining to weeds.

Sec. 26-804. - Hazardous or unsanitary conditions.

The exterior of the premises and all structures thereon shall be kept free of all hazards to the safety of occupants, pedestrians and other persons utilizing the premises, and free of unsanitary conditions.

Sec. 26-805. - Storage of wrecked or unlicensed motor vehicles.

Except where permitted by the terms of another law or ordinance, no wrecked or unlicensed motor vehicles shall be stored in the open on any nonresidential property, nor shall any such vehicle at any time be in any state of major disassembly or disrepair, nor shall it be in the process of being repaired, stripped or dismantled except in an automobile establishment. Emergency repairs to any currently licensed vehicle shall be permitted in order to permit such vehicle to be removed from the premises.

Sec. 26-806. - Accessory structures.

Accessory structures on the premises shall be structurally sound, and be maintained in good repair, or such structure shall be removed from the premises. The exterior of such structure shall be made weather resistant.

Sec. 26-807. - Fences and retaining walls.

All fences and retaining walls on the premises shall be structurally sound and constructed of approved materials. They shall be maintained so that they do not constitute a blighted influence or an element leading to the progressive deterioration and downgrading of neighborhood property value.

Secs. 26-808—26-820. - Reserved.

Subdivision III. - Building Exteriors

Sec. 26-821. - Foundations, walls and roofs.

Every foundation, exterior wall and roof and all other exterior surfaces shall be maintained in an approved state of maintenance, and all exterior surface materials must be protected against weathering and must be kept in repair. The foundation element shall adequately support the building at all points.

Sec. 26-822. - Exterior walls.

Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building.

Sec. 26-823. - Roof.

The roof shall be structurally sound and tight, and shall not admit rain, and drainage shall be sufficient to carry water away from the roof. All downspouts and gutters shall be kept in good repair.

Sec. 26-824. - Windows, doors and hatchways.

(a) *Generally.* Every window, exterior door and basement hatchway shall be tight and maintained in sound condition and good repair and prevent the entrance of rodents, rain and surface drainage water into the structure.

(b)*Windows.* Every window shall be maintained in good condition, and fit tightly within its frame so as to exclude wind and rain as completely as possible from entering the structure. All windows shall be fully supplied with glass windowpanes, or an approved substitute, without open cracks or holes. Every other opening located within four feet of ground level shall be protected against the possible entry of insects and rodents.

(c) *Doors.* Every exterior door shall be maintained in good condition, and when closed shall fit well within its frame so as to exclude wind and rain as completely as possible from entering the dwelling or structure. Every door hinge and door latch shall be maintained in good condition.

Sec. 26-825. - Obstruction of exits.

~~There shall be no obstructions to or of fire escapes, stairs or ladders which may be used as escapes likely in the event of fire to interfere with the operation of the fire department or of the safety and ready egress of the occupants.~~

~~Sec. 26-826. - Permanent signs.~~

~~(a) All permanent signs and billboards exposed to public view, together with their supporting members, shall be maintained in good repair. Any signs which have excessively weathered or faded, or those upon which the paint has excessively peeled or cracked, shall, with their supporting members, be removed forthwith or put into a good state of repair.~~

~~(b) The provisions of this section shall apply in addition to the requirements of any other ordinance or law relating to permanent signs and billboards, and shall be cumulative thereof.~~

Sec. 26-827. - Display windows.

~~All display windows or storefronts constructed of plate glass or other transparent material shall be kept clean and free of cracks, and no storage other than organized displays shall be permitted therein unless shielded from public view.~~

~~Sec. 26-828. - Storefronts.~~

~~All storefronts shall be kept in good repair, shall be protected from weathering and shall not constitute a safety hazard or nuisance. If repairs to a storefront become necessary, such repairs shall be made with the same or similar materials used in the construction of the storefront in such a manner as to permanently repair the damaged areas. Any cornice visible above a storefront shall be protected from weathering and kept in good repair.~~

Sec. 26-829. - Awnings and marquees.

~~Awnings and marquees, including all fascias and soffits and structural overhangs or canopies, and their accompanying structural members shall be maintained in good repair and shall not constitute a nuisance or a safety hazard. If such awnings or marquees are made of cloth, plastic or similar materials, they shall be maintained in good condition and shall not show evidence of excessive weathering, discoloration, ripping, tearing or other holes. Nothing in this section shall be construed to authorize any encroachment on streets, sidewalks or other parts of the public domain.~~

~~Sec. 26-830. - Temporary signs.~~

~~Except for "For Rent" and "For Sale" signs, and except as otherwise provided in chapter 6, pertaining to advertising and signs, any temporary sign or advertising material glued or otherwise attached to a window or otherwise exposed to public view shall be removed:~~

~~(1) At the expiration of the event or sale for which it is erected; or~~

~~(2) Within 60 days after erection, whichever shall occur first.~~

~~Secs. 26-831—26-850. - Reserved.~~

Section 2. This ordinance shall become effective January 1st, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023.

_____
Douglas W. Lawson – Mayor

ATTEST:

_____
Holly Nagy – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

Chapter 54 ENVIRONMENT[1]

ARTICLE I. IN GENERAL

Secs. 54-1—54-30. Reserved.

ARTICLE II. NUISANCES[2]

DIVISION 1. GENERALLY

Sec. 54-31. Authority of director of public health and welfare.

Nothing in this article shall be so construed as to interfere with the duties and powers of the director of public health and welfare in the condemnation and abatement of all matters defined by law as nuisances.

(Code 1977, § 25-1)

Sec. 54-32. Nuisances prohibited.

No person shall permit, cause, keep, maintain or do any nuisance or contribute to any nuisance as defined by the laws of this state, the provisions of this Code or the ordinances of the city, or cause or permit to be committed, caused, kept, maintained or done or contribute to the committing, causing, keeping or maintaining of any such nuisance within the corporate limits of the city or within one mile of the corporate limits of the city.

(Code 1977, § 25-2)

Sec. 54-33. Common law and statutory nuisances.

In all cases where no provisions are made in this article defining what are nuisances and how the nuisances may be removed, abated or prevented, in addition to what may be declared such in this article, those offenses which are known to the common law of the land and the statutes of the state as nuisances may, in case such

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[1]Cross reference(s)—Advertising noise, § 6-7; animals, ch. 18; buildings and building regulations, ch. 26; dangerous buildings, § 26-611 et seq.; floodplain management, § 26-651 et seq.; businesses, ch. 30; health and sanitation, ch. 62; manufactured homes and trailers, ch. 78; parks and recreation, ch. 86; planning, ch. 94; solid waste, ch. 102; streets, sidewalks and other public places, ch. 106; utilities, ch. 118; vegetation, ch. 122.

[2]Charter reference(s)—Authority to define and abate nuisances, § 2.15(23); authority to declare improper signboards, etc., to be nuisances, § 2.15(31); authority to enforce health measures in the city and within four miles thereof, § 2.15(32); authority to compel owners, etc., to correct conditions on property, § 2.15(53).

State law reference(s)—Expense of suppression of nuisances paid, RSMo 71.780.

offenses exist within the city limits, be treated as such, and proceeded against as provided in this Code, or in accordance with any other provision of law.

(Code 1977, § 25-3)

Sec. 54-34. Definition.

For the purposes of this article, the word "nuisance" is defined as any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

(1) Injures or endangers the comfort, repose, health or safety of others;

(2) Offends decency;

(3) Is offensive to the senses;

(4) Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage;

(5) In any way renders other persons insecure in life or the use of property; or

(6) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others.

(Code 1977, § 25-4)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 54-35. Enumeration.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions is hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

(1) *Substances emitting foul odors.* All substances which emit or cause any foul, noxious, unhealthful or disagreeable odor or effluvia.

(2) *Carcasses.* All carcasses of animals remaining exposed after death, except such animals as are killed for use as food.

(3) *Establishments emitting noxious odors.* Every soap factory, grocery, cellar shop, tannery, brewery, distillery, meat shop, sausage factory, beef or pork packing house, stable or barn which emits or causes any offensive, disagreeable or noxious smell or odor.

(4) *Foul liquids generally.* All slop, foul or dirty water, liquor, beer or saloon washings, and all filth, refuse or offal discharged through drains or spouts or otherwise thrown, swept or deposited in or upon any street, avenue, sidewalk, alley, lot, park, or public or private enclosure.

(5) *Hides.* All green or salted hides left or exposed in any open place for a longer period than six hours.

(6) *Odiferous matter.* All vegetables or other articles that emit or cause any offensive or disagreeable smell or odor.

(7) *Injurious or annoying articles.* All articles or things whatsoever caused, kept, maintained or permitted by any person to the injury, inconvenience or annoyance of the public or of any neighborhood.

(8) *Signs or other devices hanging over street or sidewalk.* All hanging signs, ropes, networks or other devices stretched over or across any street, avenue, alley or sidewalk, unless such devices are permitted by ordinance.

(9) *Refuse, garbage and ashes generally.* All ashes, cinders, slops, filth, excrement, sawdust, stones, rocks, dirt, straw, soot, sticks, shavings, oyster shells, cans, dust, paper, trash, rubbish, manure, refuse and offal, wastewater, chamber lye, fish, putrid meat, entrails, decayed fruit and vegetables, broken ware, rags, old iron or other metal, or old wearing apparel, all animal or vegetable matter, all dead animals, or any other offensive or disagreeable substance or thing thrown, left or deposited or caused to be thrown, left or deposited by anyone in or upon any street, avenue, alley, sidewalk, park, public or private enclosure, or lot, vacant or occupied, or pond or pool of water.

(10) *Accumulations of refuse.* The accumulation on any lot or piece of ground in the city of any refuse matter in such a manner as to be offensive or be injurious to the health of any person or of the neighborhood.

(11) *Burning materials creating noxious odor.* The burning within the city limits of any animal, vegetable or other substance, the burning of which creates or generates any disagreeable, noxious or unwholesome smell or odor.

(12) *Obstructing watercourse.* The placing or maintaining of any obstruction of any kind in any natural or living watercourse of the city so as to impede the natural flow of water therein.

(13) *Polluting water supply.* The doing of any act which shall tend to pollute or contaminate the water supply of the city.

(14) *Unwholesome or offensive standing water.* Any lot or piece of ground within the limits of the city on which there is a pond or pool of unwholesome, stagnant, impure or offensive water.

(15) *Wells containing impure water.* Any well or cistern on any property within the limits of the city, whenever a chemical analysis shows that the water therein is of an impure or unwholesome nature.

(16) *Airborne matter.* Sieving, agitating, handling or exposing lime, ashes, coal, dry sand, hair, feathers, dust or other substances liable to be blown by the wind to the injury, annoyance or inconvenience of the public or of any neighborhood.

(17) *Premises not connected with sewer.* Any improved real estate abutting upon or adjoining any sanitary sewer system but which is not connected to such sewer system.

(18) *Open storage of furniture or appliances.* All furniture, bedding, refrigerators, freezers, heating stoves, kitchen ranges, laundry and dishwashing equipment, air conditioning units, or any other such appliances, articles or equipment designed for use inside a dwelling unit if stored, placed or set upon the ground, on any open porch, in any attached carport, in any freestanding carport, or in any garage or shed that is without doors to conceal such articles.

(19) *Unsanitary buildings.* Any building or part thereof which, by reason of its unsanitary condition or of its being infected with disease, is unfit for human habitation, or which from any other cause is a source of sickness among the inhabitants of the city, or which otherwise endangers the public health.

(20) *Abandoned objects or equipment.* Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers.

(21) *Abandoned shafts or excavations.* Any open abandoned shaft or excavation.

(22) *Nonoperating vehicles.* Any partially dismantled, wrecked, junked, discarded or otherwise nonoperating motor vehicle remaining upon any public or private premises within the city not in an enclosed building or so located upon the premises as not to be readily visible from any public place or from any surrounding private property.

(23) *Offensive garbage, rubbish or trash.* The accumulation on any lot or piece of ground in the city of any garbage, rubbish or trash in such a manner as to be offensive or be injurious to the health of any person or of the neighborhood.

(24) *Dumping of rubbish, garbage or trash.* Placing, leaving, dumping or permitting to accumulate any rubbish, garbage or trash in any building or on any premises, improved or vacant, or on any open lot, alley or public right-of-way in the city.

(Code 1977, § 25-5)

Sec. 54-36. Notice to abate.

Whenever the director of health shall ascertain or have knowledge that a nuisance exists in or upon any house, building, lot or premises within the city or within one mile of the corporate limits of the city, he shall, in writing, notify the owner or person occupying or having possession and control of such house, building, lot or premises to abate or remove such nuisance within a time to be specified in such notice; provided, however, that when the owner of the property is a nonresident of the city and no person occupies, possesses or controls such building, lot or premises, no notice need be served on such owner if the council shall first find and declare that the abatement of such nuisance is required for the protection and preservation of the public health, safety and welfare and that an emergency exists for the abatement of such nuisance.

(Code 1977, § 25-6)

Sec. 54-37. Failure to comply with notice.

Any person who shall be notified to abate a nuisance, and who shall fail, neglect or refuse to obey and comply with the provisions of such notice within the time therein specified, shall be deemed guilty of a misdemeanor.

(Code 1977, § 25-7)

Sec. 54-38. Right of entry for abatement purposes.

Members of the police force and the officers of the department of public health and welfare of the city are hereby authorized and required to go in the daytime in and upon any house, building, lot or premises, public or private, for the purpose of removing or abating any nuisance thereon.

(Code 1977, § 25-8)

Sec. 54-39. Abatement by city.

If the owner or person occupying or having possession and control of any premises upon which a nuisance exists in violation of this division does not abate the nuisance within the time stated in the notice to abate such nuisance, the city may enter upon such premises and abate such nuisance. The costs and expenses of such abatement by the city shall, like taxes, be a first lien on the property affected thereby until paid.

(Code 1977, § 25-9)

Sec. 54-40. Legal action by private persons.

Any person who, by reason of another's violation of any provision of this article, suffers special damage to himself different from that suffered by other property owners throughout the city generally, may bring an action to enjoin or otherwise abate an existing violation.

(Code 1977, § 25-10)

Sec. 54-41. Summary abatement.

Whenever a nuisance clearly exists in the city, the continuance of which, in the judgment of the director of public health and welfare, will be dangerous to public health, the director may declare such condition to be such a nuisance and dangerous in its continuance, and enter such declaration in the records of his office, and shall then immediately abate such nuisance, without notice.

(Code 1977, § 25-11)

Secs. 54-42—54-60. Reserved.

DIVISION 2. WEEDS[3]

Sec. 54-61. Declaration of nuisance.

The presence of weeds, brush and other rank vegetation of a height of more than 12 inches allowed to grow and stand upon any lot or tract of ground, including any right-of-way that might be adjacent thereto, within the city limits is hereby deemed and declared to be a nuisance and in violation of this division, and shall be a misdemeanor. Each day on which such violation continues shall constitute a separate offense.

(Code 1977, § 25-21)

Sec. 54-62. Duty to cut weeds.

The owners or occupants of lots or tracts of land, including any right-of-way that might be adjacent thereto, are hereby required to keep high weeds, brush and other rank vegetation cut to a height of 12 inches or less, and any owner or occupant of the lot or tract of land failing to do so shall be deemed guilty of a misdemeanor. Each day on which such violation continues shall constitute a separate offense.

(Code 1977, § 25-22)

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[3]Charter reference(s)—Authority to compel owners, etc., to remove weeds, abatement by city after notice, § 2.15(53).

Cross reference(s)—Vegetation generally, ch. 122.

Sec. 54-63. Abatement by city.

(a) *Notice not required.* If the owner or occupant of property fails to comply with section 54-62, the city shall not be required to give any notice to the owner of such violation of section 54-62, and the city may enter upon the lots and cut and remove the weeds, brush and other rank vegetation, and the cost of the cutting or removal of the weeds, brush and other rank vegetation shall be charged as a special lien against the lots and tracts of land and a special tax bill will be issued.

(b) *Work may be done by city or private contractor.* If weeds, brush and rank vegetation have not been cut or removed from the premises, the director of public works may cause the weeds, brush and rank vegetation to be cut and removed by employees of his department on a cost basis, or, in the alternative, may request bids from private individuals either on the basis of individual lots or on a square-foot basis for a period of time not to exceed one year covering present and future weeds, brush and high rank vegetation removal during the period of the contract. The cost of cutting or removal of the weeds, brush and rank vegetation shall be charged as a special lien against the lots and tracts of land and a special tax bill will be issued therefor.

(c) *Determination of costs; payment to contractors.* Following the cutting and removal of vegetation referred to in this section, the city shall ascertain the cost against each lot or tract of ground, and if the services have been performed by an individual or independent contractor, payment shall be made to him from General Fund Account No. 32-317.

(d) *Payment of costs; costs declared lien; special tax bill.*

(1) The cost of cutting and removing weeds, brush and other rank vegetation, and the abatement of the nuisances caused thereby, may be assessed and collected as a lien on the property affected thereby. As soon as the costs of the cutting and removal of weeds and rank vegetation and the abatement of the nuisance caused thereby shall be determined, the city shall notify, by letter deposited in the United States mail, the owners, lessees or agents in control of the property of the cost. If after 30 days after the mailing of the notices the costs of cutting and removing the weeds, brush and rank vegetation and the abatement of the nuisance caused thereby is not paid, the city shall assess and charge against the tracts of land from which the weeds, brush and rank vegetation have been cut or removed the cost of the cutting or removal, which assessment shall be a lien on the property charged from the date of the issuance of a special tax bill, which shall bear interest at the rate of seven percent per annum until paid. Within 30 days after the issuance of the tax bill, the director of finance shall record the tax bill in the special tax record, showing the property assessed, the date of issuance and the rate of interest thereon.

(2) Immediately upon receipt of such special tax bill, the director of finance shall give notice, by mail or otherwise, as may be provided by ordinance, to the parties named in such tax bill, of the issuance of the tax bill against the tracts of land in which they appear to be respectively interested as appears by such assessment, describing such tracts of land and stating in general terms for what purpose such tax bills were issued, and the amount, rate of interest and when and where payable. Such assessment, when collected by the director of finance, shall be credited to the general fund.

(Code 1977, §§ 25-23—25-26; Ord. No. 2013-260, §§ 1, 2, 11-18-13)

Secs. 54-64—54-80. Reserved.

DIVISION 3. FENCES

Sec. 54-81. Permitted fences; construction standards.

It shall be unlawful for any person to erect or maintain any fence or other like structure except as follows:

(1) Privacy fences may be erected on any lot, except as provided in section 54-83, and shall be no more than eight feet high and shall not be located closer to the front property line than the nearest portion of the rear of the building.

(2) Decorative fences may be erected on any lot, except as provided in section 54-83, and shall be no more than four feet high and be of open construction.

(3) Security fences may be erected on any business or industrial lot to a height of not more than 12 feet. The top four feet must be of open wire, woven wire or barbed wire construction.

(4) Open wire fences for the enclosure of private tennis courts may be constructed to a height of no more than 12 feet, but must be set back from all property lines at least six feet. Such fences may be of any material, except as provided in section 54-83. The top four feet must be of open wire or woven wire construction.

(5) Materials for construction of a privacy fence must be wood, except that posts may be made of metal. Maximum board width is 12 inches for solid, staggered or basket weave fences. Solid panels such as plywood, wafer board, etc., will not be allowed, except around construction sites for public safety, and such fences must be removed when the construction project is completed.

(6) Materials for construction of a decorative fence may be wood, woven wire, chain link, wrought iron, square tubing or metal pipe. A decorative fence must be of open construction, and no panels such as plywood, wafer board, etc., will be allowed, except as provided in section 54-83.

(7) All framework of a wood fence, whether a privacy fence or a decorative fence, must be on the inside portion of the fence, and all posts of a wire fence must be inside of the fabric. All posts (except metal "T" line posts) must be set in concrete to a minimum depth of 18 inches and shall be a minimum of four inches by four inches. Metal "T" posts may be driven.

(Code 1977, § 25-27)

Sec. 54-82. Maintenance.

No person shall permit, cause, keep, maintain or allow a fence within the corporate limits of the city in a dilapidated or dangerous condition.

(Code 1977, § 25-28)

Sec. 54-83. Barbed wire fences, electrified fences and other dangerous fences.

Any person who shall place or permit to be placed or remain on or along any railroad or building front or any part of a building, fence or premises adjacent or contiguous to any right-of-way or public way or residence any spikes or sharp-pointed cresting, or any barbed wire or other things, except as permitted in section 54-81(3), or electrified fence, dangerous or liable to tear, snag, cut or injure anyone coming in contact therewith, shall be deemed guilty of a misdemeanor.

(Code 1977, § 25-29)

Sec. 54-84. Violations declared nuisance.

All fences or other like structures erected or maintained in violation of this division are hereby deemed and declared to be a nuisance, and any owner or occupant of a lot or tract of land upon which such nuisance exists shall be deemed guilty of a misdemeanor. Each day on which such violation continues shall constitute a separate offense.

(Code 1977, § 25-30)

COUNCIL BILL NO. 2023-286 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing Articles XII & XIII and enacting a new Article XII, Property Maintenance Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article XII Housing Code & Article XII Nonresidential Property Maintenance Code be repealed, and a new Chapter 26, Buildings and Building Regulations, Article XII, Property Maintenance Code, be enacted to read as follows:

"ARTICLE XII PROPERTY MAINTENANCE CODE*

Sec. 26-691. - Property Maintenance Code Adopted.

The **2018** Edition of the International Property Maintenance Code as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic building code of the city. **A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk.

Sec. 26-692. - Amendments to the International Property Maintenance Code.

The property maintenance code adopted by **section 26-691** of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting ***[City of Joplin, Missouri]***

Section 302.3 is amended by adding "in accordance with chapter 114 and the city zoning ordinance."

Section 302.4 - is amended by inserting ***[12"]***

Section 305.7 is added – All display windows or storefronts constructed of glass or other transparent materials shall be kept clean and free of cracks, and no storage other than organized displays shall be permitted therein unless shielded from public view.

Section 308.2.1 is amended by adding "The storage, collection and disposal of refuse shall be in accordance with chapter 102, pertaining to solid waste."

Sec. 26-693—26-710.-Reserved.

Section 2. This ordinance shall become effective January 1st, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023.

_____
Douglas W. Lawson – Mayor

ATTEST:

_____
Holly Nagy – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-527 – Approving a Funding Agreement between Downtown Joplin Alliance (DJA) and the City of Joplin

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-527 Ordinance; Exhibit "A" Downtown Joplin Alliance Agreement

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a funding agreement between Downtown Joplin Alliance and the City of Joplin in the annual amount of $50,000.00.

BACKGROUND
The purpose of this agreement is to partner with Downtown Joplin Alliance (DJA) and leverage funding to protect, rehabilitate, and redevelop endangered properties within the downtown area.

Under the endangered property program, DJA shall continue to operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, under-utilized, and in poor condition. These services shall include securing properties either through donation or option, conducting research and studies needed for each particular property through contracted services or other means. DJA will use the information gained and pair it with federal, state and local incentives to build a marketing package for each property. Properties will then be marketed to developers on a regional and national basis.

The proposed agreement will authorize the City to fund DJA in the amount of $50,000.00 annually. The term of this agreement shall be for twelve (12) months, from November 1, 2023 to October 31, 2024, and shall automatically renew for two (2) additional one (1) year terms, unless notification is given of the intent not to renew by either party in writing, no less than thirty (30) days prior to the date of automatic renewal.

FUNDING SOURCE
This funding is included in the adopted FY 2024 budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2023-527 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties within downtown Joplin; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Funding Agreement by and between the City of Joplin, Missouri and Downtown Joplin Alliance to assist with protecting, rehabilitating, and redeveloping endangered properties within downtown Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", 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, Missouri.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

"EXHIBIT A"

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement is, made and entered into this _____ day of _____ 2023 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("City"), and Main Street Joplin, a Missouri Nonprofit Corporation, d/b/a Downtown Joplin Alliance ("DJA"), with the City and DJA being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, DJA was created to assist the City in developing public-private partnerships to revitalize Downtown Joplin; and

WHEREAS, the City has determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to engage DJA for the economic development services described herein.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Term. The term of this Agreement shall be from November 1, 2023 to October 31, 2024, and shall automatically renew for up to two (2) additional terms of one (1) year on the same terms and conditions, unless terminated sooner or not renewed as described herein. City shall give its notice of intent to renew or not renew no later than November 1 of each year.

3. Scope of Services. DJA will provide the following services ("Services"):

A. Endangered Property Program ("EPP"). DJA shall create and operate a program designed to focus on historic properties within Downtown Joplin which are neglected, underutilized, and in poor condition. These services shall include obtaining properties either through donation or purchase, and conducting research and studies needed for each particular property through contracted services or other means. DJA will use the information gained and pair it with federal, state, and local incentives to build a marketing package for each property. Properties will then be marketed to developers on a regional and national basis.

B. Economic Development. DJA shall continue to strengthen the existing economic

assets of Downtown Joplin while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses. DJA tracks key statistics, including job growth and new businesses in Downtown Joplin. DJA serves as the key point of contact for interested parties looking to invest in Downtown Joplin. DJA shall continue to develop and update a consistent marketing and promotion program for Downtown Joplin that will bring the City's brand alive and elevate the image of downtown and the community. Marketing and promotion include producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to Downtown Joplin. DJA shall continue to be a resource for developers and property owners interested in, historic preservation and renovation. DJA will assist City staff with the implementation and education of the City's Design Standards for Downtown Joplin.

4. Payment and Oversight.

A. Payment. City agrees to compensate DJA for the Services in the amount of $50,000.00 for FY 2024, and, if renewed as described herein, $50,000 for FY 2025 and $50,000 for FY 2026. All Payment for the Services is subject to annual appropriation by City as described herein. Payments shall be made monthly from City to DJA in the amount of $4,166.66.

B. City Review of DJA Budget. DJA shall submit a copy of its annual budget each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager.

C. City Representation on DJA Board of Directors. DJA's Board of Directors shall continue to be responsible for the oversight of DJA; however, for the term of this Agreement and any renewals thereof, City is granted two non-voting seats on the Board, consisting of a Council liaison and the City Manager or his designee.

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

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, DJA shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for DJA's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri

and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

9. Compliance with Laws. DJA shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. 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.

12. Ethics. DJA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DJA, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for DJA, any fee, commission, gift, or contingent fee.

13. 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.

14. Indemnification. DJA hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be DJA, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. DJA is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. DJA is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by DJA in any activities or work under this Agreement shall be owned by City.

17. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and DJA at the addresses as follows:

City of Joplin	Main Street Joplin, d/b/a Downtown Joplin Alliance
ATTN: City Attorney	ATTN: Lori Haun
602 S. Main St.	931 E. 4th St.
Joplin, MO 64801	Joplin, MO 64801

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.

19. No Political Activity. DJA shall not use and any of the funds received pursuant to this Agreement, or any personnel or material paid for with funds pursuant to this agreement, for political activity. The term "political activity" shall mean a communication made to any electorate in support of, or in opposition to, a ballot measure or candidate in any federal, state or local government election.

20. Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

21. Records and Audits. DJA 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 Agreement.

22. 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.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, DJA shall fail to fulfill in a timely and proper manner DJA's obligations under this contract, or if DJA shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to DJA of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the DJA shall, at the option of City, become its property. Notwithstanding the above, DJA shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by DJA.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and DJA is associated with a business entity, DJA 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, DJA must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	MAIN STREET JOPLIN
_____	_____
Nick Edwards, City Manager	Lori Haun, Executive Director

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-607 – Approving a contract with Olsson Studio to complete Ewert Splash Park Project.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2023-607 Ordinance; Exhibit "A" Olsson Studio Contract; Exhibit "B" Olsson Studio Scope of Work; Exhibit "C" City of Joplin RFQ with Addendum; Exhibit "D" Summary of Scores and Comments

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Olsson Studio to complete the Ewert Splash Park Project.

BACKGROUND
In July of 2020, the City Council approved the contract for Waters Edge Aquatic Design to conduct the Ewert Pool Study. This study evaluated three items: Does the City of Joplin need three pools, what is the appropriate number of pools for a community this size and provide a current structural analysis of Ewert Pool. We also wanted this study to analyze different options for future uses at the location. After several public engagement meetings and speaking to community stakeholders it was recommended and approved by City Council in February 2021 to convert Ewert Aquatic Center into a community splash park with an ice ribbon.

Ewert Splash Park was included as a project in the Parks Stormwater ¼ cent Sales Tax Renewal which was approved by voters in the August 2021 elections. Other amenities included into this project, through the Parks Master Plan Road Map, were converting the tennis courts into a multi-use covered sport court, an amphitheater where the current triangle basketball court sits, park kiosks which would highlight the history of Ewert Park, replace/upgrade existing playground, and add security lighting and cameras throughout the park.

Summary of Bid Process:
June 22, 2023, an RFQ for proposals was issued and on July 24, 2023, the following bids were received in response to the Ewert Splash Park project RFQ submittal:

- Olsson Studio
- SWT Design
- Landworks Studio
- Confluence
- Gateway Design

A City staff team was assembled to assess the bids as set forth in the RFQ. The team was Paul Bloomberg, Tony Robyn, Patrick Tuttle, Dan Johnson, Greg Bertoncino, Leslie Haase, and Dakota Rusk. The bids were assessed as follows:

40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.
35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
15% References – will be based on references submitted as part of RFQ but can include clients not submitted.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the two firms were then interviewed.

Finalist Process Summary:

Finalist interviews for the Ewert Splash Park project were held on Thursday, August 10th. The City staff team that participated in the finalist interviews were Paul Bloomberg, Greg Bertoncino, Leslie Haase, and Dakota Rusk. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as in-person meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. Olsson Studio had the highest final score for the Ewert Splash Park project and has submitted the best overall bid.

FUNDING SOURCE

This item is included in the City Council budget.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2023-607 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Olsson Studio, in the amount of Eight Hundred and Twenty-Eight Thousand Dollars ($828,000) for Professional Engineering Consulting Services to include a scope of work and fees for engineering services of the Ewert Splash Park Project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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

Section 1. That the Contract by and between the City of Joplin and Olsson Studio to complete the Ewert Splash Park Project a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S Main Street, Suite 503 Joplin, MO 64801	
Attention: Paul Bloomberg		Attention: KOREY SCHULZ	
Department: Parks and Recreation		Phone: 417.781.0643	Fax: 417.781.4714
Phone: 417.625.4750	Fax:		

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

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

4. **Costs not to Exceed**. 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 always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. 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 _____ exceed the sum of Eight Hundred Forty-Eight Thousand Dollars ($848,000.00). Phase 600 additional services total compensation and reimbursement will not exceed Eighteen Thousand Dollars ($18,000.00). Phase 700 additional services total compensation and reimbursement will not exceed Three Hundred Thousand Dollars ($300,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: Ronald L. Mersch

Printed Name: Ronald L. Mersch

Title: Chief Operating Officer

Date: September 29, 2023

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated September 25, 2023 between City of Joplin, Missouri Parks and Recreation ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin, Missouri

Project Description: Ewert Park

SCOPE OF SERVICES

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

Phase 100 – Schematic Design

Project Kick-Off, Research, and Analysis

Olsson will review Project relevant codes and ordinances and will meet with Client and Project design team to verify status of site, zoning requirements, Project schedule and milestones, and site improvement issues. Olsson will review past improvement plans and studies for Project site, as provided by Client.

Topographic Survey and Orthorectified Aerial Image

Olsson will perform a topographic survey and provide an orthorectified aerial image for the area shown in red on the attached Exhibit A. Topographic survey data shall depict contours at one (1)-foot vertical intervals, physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, and underground utilities located by Missouri 811. Survey shall be tied vertically to NAVD 1988 Vertical Datum and horizontally to Missouri State Plane Coordinate System NAD 83–West Zone-US Survey feet. Survey provided will be provided in AutoCAD file format only. Prior to releasing AutoCAD file, Client shall sign and return attached Design and AutoCAD File Release and Indemnification Agreement.

Olsson shall provide survey services using a combination of traditional ground survey methods and an unmanned aerial vehicle (UAV). UAV survey will be conducted under supervision of Olsson's professional land surveyor and certified commercial UAV pilot. Survey limits include:

- Northern limit: centerline of 5th Street, approximate north right-of-way line of railroad spur, and north edge of pavement of Minnesota Avenue
- Eastern limit: centerline of School Avenue
- Southern limits: north curb line of 7th Street
- Western limits: edge of parking lots on properties adjoining park, and west edge of pavement of Minnesota Avenue

Boundary Survey and Easement Review
Olsson will perform and prepare a boundary survey of the subject properties comprised of parcels 19100230041001000, 19100230040001000, and 19100240032002000. Boundary survey data shall conform to current Missouri Standards for Property Boundary Surveys. Boundary survey will depict easements of record, as shown on a current title search, to be provided by Client. Survey will be provided in AutoCAD file format only.

Olsson will review survey data and will assemble a base map for required plan documents.

Geotechnical Drilling Services

Field Exploration
Olsson will use a truck-mounted drill rig to complete six (6) borings at Project site. Borings will extend to depths of 15 to 20 feet or practical auger refusal, whichever occurs first. Samples will be obtained from borings at two and a half (2.5)-foot intervals in the upper ten (10) feet and at five (5)-foot intervals thereafter. Groundwater levels will be obtained in the test borings at the time of drilling and upon completion of drilling operations. Following groundwater level readings, Olsson will backfill borings with drilling spoils and patch pavements as required.

Field Exploration General Notes and Assumptions
Olsson will contact Missouri 811 to issue utility locate tickets in areas of drilling services. Client must inform Olsson of location of all known private utilities and private utility service connections.

Each boring location must be readily accessible by conventional truck-mounted drilling rig. Drilling equipment may cause disturbance to natural surroundings, including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

Geotechnical Services

Laboratory Services
As soil conditions dictate, laboratory testing may include visual soil classification, unconfined compression tests, thin-walled tube density tests, moisture content tests, sieve analyses, and Atterberg limit tests.

Engineering Analysis and Report
Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- Maximum allowable soil bearing pressures and estimates of maximum total and differential settlement for design of shallow foundations for amphitheater and covered sport court structure. Shallow foundation recommendations will include minimum footing sizes and minimum bearing depths.
- Fill placement recommendations, including material types, lift thickness, moisture control, and compaction criteria
- Seismic soil site classification per American Society of Civil Engineers (ASCE) 7 and International Building Code (IBC)

- Shrink / swell characteristics of on-site soils and potential for reuse of on-site soils as structural fill
- Preparation of subgrade soils supporting splash pad and multi-sport court, including an estimate of modulus of subgrade reaction based on laboratory test results
- Foundation and slab-on-grade drainage requirements
- Estimates of minimum pavement section thicknesses for Portland cement concrete and Asphaltic concrete pavement sections for light auto and pedestrian traffic

Olsson will present conclusions and recommendations in a written report, including a map of boring locations, soil boring logs, and summary of laboratory tests.

Hydraulic Evaluation
Olsson will develop a hydraulic model to evaluate Project impacts to base flood elevation and compliance with no-rise criteria, including the following services:

- Use of hydrologic information from flood insurance study (FIS) study for peak flow rates
- Hydraulic geometry file will be created using best available Lidar data outside of Project site and survey data within Project boundary
- Calibration of hydraulic model to match effective FIS profile by adjusting modeling variables as closely as possible with older programming data provided to Olsson

Olsson will evaluate one (1) alternative selected by Client and Project design team, including minimal grading or obstructions within the floodway. Modifications to grading outside of the floodway may be recommended to mitigate impacts to the floodplain.

Olsson will complete a floodplain development permit application and no-rise certification, if required, to be submitted with construction documents. A no-rise report summarizing evaluation and results will be provided. Evaluation of additional stream crossings is not included within this Scope of Services.

Project Communications and Updates
Olsson will provide bi-weekly Project update emails and will attend monthly Project status meetings. Olsson will meet with Client, City staff, operations stakeholders, and City council to review Project status and design.

Marketing and Outreach
Olsson will write and coordinate with Client on content and timing of up to six (6) press releases throughout Project planning and construction process. Client is responsible for distributing press releases.

Olsson will coordinate with Client's existing social media platforms as appropriate during Project planning process. Olsson will develop and maintain a Project website for a maximum of 24 months. Olsson will draft Project-related content, including graphics and captions for Client's social media accounts and Project website. Client is responsible for posting Project-related content to social media accounts. Olsson will coordinate with Client on timing of social media posts.

Client's design team will incorporate existing branding into print and digital Project materials during planning and construction process. Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public including, but not limited to, public open houses, virtual draft plan review, Project construction alerts and updates, groundbreaking, and ribbon cutting events.

Stakeholder Group
Client will coordinate formation of initial outreach to Project stakeholder group. Olsson will manage ongoing communication with stakeholder group, including property owners, business owners, residents, students, park board members, City staff, et cetera.

Online Engagement
Olsson will prepare a dedicated and branded Project website for interested participants to view and provide feedback and learn how to get involved in the planning process. Olsson will maintain website operations, updates, and monitoring throughout the planning process and will transfer website operations and update authority to Client upon planning process completion. Website will include a community member interest form to generate a Project community contact list.

In-Person Engagement
Olsson will conduct a half-day in-person visioning workshop for Project stakeholder group to develop an initial vision and set of Project guiding principles. Visioning workshop will include facilitated small-group discussions and review sessions with the larger group. Olsson will organize a series of interactive exercises for participants.

Olsson will host a two (2)-day in-person design charrette to generate creative ideas and solutions for future park amenities and character / aesthetic enhancement. Olsson will explore design solutions and address current conditions, community needs, and other topics required.

Design charrette will include stakeholder group progress sessions, preference exercises, and ongoing planning sessions. A final presentation meeting will be provided to view progress and provide input.

Following design charrette, Olsson will develop and launch a virtual public open house. Public will be invited over a two (2)-week timespan to visit Project website and participate in a virtual feedback experience, exploring concepts generated during design charrette.

Once a draft concept plan is reviewed by Client and comments on recommendations are addressed, Olsson will host a final virtual meeting with Project stakeholder group to gather feedback.

Draft concept plan will be posted on Project website for virtual public view and will be available for a set amount of time with interactive software for public to directly comment on the document.

Concept Development
Olsson will prepare a concept design plan, based on concept plans developed during design charrette for Project area, as shown on the attached Exhibit A. Concept design will focus on overall site; pedestrian and landscape enhancement; appropriateness of materials/massing; contextual fit; themes; and reinforcement of pedestrian scale throughout Project site, including splash pad, ice ribbon, bathhouse updates, landscape material, covered basketball/multiuse court, amphitheater, park kiosk and interpretive signage, new playground and security lighting, and cameras. Concept design plan will be a hand-developed, color rendered plan. Olsson will prepare one (1) revised conceptual design plan based on Client input.

Visualization
Olsson will develop a three (3)-dimensional model of conceptual design. Model will include existing landforms shown on the master plan. Structures and buildings will be layered with materiality. Olsson will develop model in Sketchup software and transfer to Lumion software for final visualizations, rendering, images, and video.

Schematic Design Plans
Olsson will prepare schematic design plans based on Client-approved concept plan. Schematic design plans shall include:

- Preliminary site plan
- Preliminary hardscape plan
- Preliminary grading plan
- Preliminary utility plan
- Preliminary aquatics plan
- Preliminary ice ribbon plan
- Preliminary building plan
- Preliminary details
- Preliminary landscape plan
- Preliminary mechanical / electrical / plumbing (MEP) and lighting plan

Schematic design plans will be considered as 30 percent complete plans. Olsson will prepare a revised schematic design plan based on Client's input.

Construction Manager Procurement Support and Coordination.
Olsson will coordinate with Client to develop a request for qualifications (RFQ) for procurement of a Construction Manager (CM). Olsson will provide assistants in development and review of the RFQ and approval through City council. Olsson will review CM qualification submittals and make a recommendation on selection.

Meetings
Olsson will attend the following meetings:

- One (1) in-person kick-off meeting
- One (1) virtual kick-off meeting with stakeholders
- 22 virtual Project update meeting
- One (1) half-day in-person visioning workshop
- One (1) two (2)-day in-person design charrette
- One (1) virtual public open house

- Two (2) virtual design review meetings with stakeholder
- One (1) in-person open house during design development
- Ten (10) in-person parks board meetings
- Two (2) in-person maintenance and operations stakeholder meetings
- Two (2) in-person City council meetings
- One (1) in-person concept design review meeting
- One (1) in-person schematic design review meeting
- One (1) in-person council member approval City council meeting

Work Products: Topographic survey, boundary survey, geotechnical study, Project website, marketing and outreach materials, engagement summary, concept design plans, schematic design plans, and meeting notes and memorandums, as required.

Phase 100 Fee: $304,000.00

Phase 200 – Design Development Plans

Olsson will prepare design development plans based on Client-approved schematic design plans. Design development plans will identify locations, sizes, and types of major components identified on conceptual design plans. Design development plans shall include the following:

- Cover sheet and Project sheets
- Site plan
- Demolition plan
- Hardscape plan
- Grading plan
- Erosion control plan
- Wet utility plan
- Site storm sewer plan
- Aquatics plan
- Ice ribbon plan
- Building plan
- Details
- Landscape plan
- MEP and lighting plan

Olsson will provide a preliminary list of technical specification sections to be included with submittal.

Design development plans will be considered as 50 percent complete plans. Olsson will prepare one (1) revised design development plan based on Client input.

Meetings
Olsson shall attend the following meetings:

- One (1) in-person design review meeting

Work Products: Design development plans; preliminary details; and meeting notes and memorandums, as required.

Phase 200 Fee: $87,000.00

Phase 300 – Construction Documents

Olsson will prepare construction documents for bidding and construction of proposed design elements, based on Client-approved design development plans. Olsson will provide 90 percent complete and 100 percent complete submittals. Olsson will prepare one (1) revised construction documents based on Client input and submit to Client for permitting. The following construction documents and required specifications will be provided:

- **Cover sheet and Project sheets** shall provide identifying Project information and general notes
- **Site plan** shall include general notes, site improvements, parking information, building locations, lot information, benches, sign locations, and other miscellaneous information required to properly locate and describe Project
- **Demolition plan** shall identify and describe existing structures, utilities, and miscellaneous site features to be removed. Olsson assumes Client will provide requirements for special structure abatement that may be identified.
- **Hardscape plan** shall layout site pedestrian areas including paving and sidewalks, identifying specialty paving materials or finishes. Accessible curb ramps parking and striping will be provided. Pavement design will be based on recommendations provided as a part of the geotechnical report. Horizontal dimensions will be included for construction staking purposes.
- **Grading plan** shall include proposed and existing contours, general notes, and vertical control information for building pads and surrounding common areas. Spot grades shall be shown to indicate surface drainage patterns around structures.
- **Erosion control plan** shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations, and other information required by local government. Olsson will prepare City grading permits and Missouri Department of Natural Resources (MoDNR) Land Disturbance Permit. All application fees and security agreements will be provided by Client. Olsson assumes stormwater pollution prevention plan (SWPPP) to be maintained, updated, and implemented by Client or Client's Contractor.
- **Wet utility plan** shall include location and general routing of onsite private sanitary sewer, gas, domestic water, and fire services to within five (5) feet of the building perimeter. Olsson's design will be based on building demands supplied by Olsson design team.
- **Site storm sewer plan** shall include calculations, design, and alignment required by local government agencies. Olsson will include a perimeter drain design around splash pad.
- **Aquatics plan** shall include splash pad hardscape design, building plans, amenity details, and aquatic mechanical plans
- **Ice ribbon plan** shall include ice-skating ribbon / trail floor system, refrigeration system, and railing system

- **Building plan** shall include renovations to approximately 2,000 square feet (SF) of existing bath house, including gender neutral and / or family changing / bathrooms, coordination of new and relocated MEP items, reorganization of space for free and admitted entry including skate rental, storage and maintenance, interior and exterior aesthetic improvements, new roof coating, design of new covered multi-sport court structure, and new amphitheater structure
- **Details** shall include amenities including post-tensioned concrete basketball / multi-use court, amphitheater, one (1) kiosk and interpretive signage, and new playground. Olsson anticipates bench, trash receptacles and bike racks will be included.
- **Landscape plan** shall include location, species and variety, quantity, planting sizes, and special requirements or conditions for plant materials and areas of seed and/or sod. Final landscape planting details and specifications will be included. Landscape construction documents will be prepared at a scale of one (1)-inch equals 30-feet or larger.
- **MEP and lighting plan** shall include mechanical and electrical construction documents for the following amenities:

    - New covered basketball / multi-use court:

        - Plumbing plans for water fountain
        - New lighting and power outlets

    - New amphitheater:

        - Electrical power connections in the form of a company switch or similar, as agreed upon with Client for stage power
        - Circuiting for lighting for nighttime events. Lighting selection, locations, and control will be coordinated with Client. Design will not include stage production lighting, rigging, or similar.

    - Existing bathhouse updates:

        - Plumbing plans for relocation of men's shower, including modifications to domestic water, waste, and vent systems
        - New lighting in new family changing rooms and reconfigured spaces. All other existing lighting would be replaced for interior and exterior aesthetic improvements.
        - New heating for entire structure for facility use year-round

    - Additional security lighting and a camera system park design

Meetings
Olsson shall attend the following meetings:

- One (1) in-person design review meeting

Work Products: Construction documents; details; specifications; and meeting notes and memorandums, as required.

Phase 300 Fee: $243,000.00

Phase 400 – Bidding and Procurement

Olsson will provide contract negotiation / procurement services including, but not limited to:

- Client coordination
- Bidding assistance, including response to Client's Contractor questions
- Clarifications to construction documents

Meetings

Olsson will attend the following meetings:

- One (1) virtual pre-bid meeting

Work Products: Meeting notes and memorandums, as required.

Phase 400 Fee: $13,000.00

Phase 500 – Construction Administration

Limited Construction Administration

Olsson will provide construction administration services including, but not limited to:

- Shop drawings and submittal reviews from Client's Contractors for conformance to construction documents
- Review and response to requests for information (RFIs), architect's supplemental instructions (ASIs), and potential change orders (PCOs) for conformance to construction documents and Project work completed
- Payment application review
- Project close-out including substantial and final completion approvals
- Direction to the Construction Manager At-Risk (CMR) for production of video and drone coverage for Project during construction, including on site construction cameras

Construction Observation and Meetings

Olsson will observe Project construction pertaining to Olsson's construction documents. Olsson will visit Project site for construction review and progress meetings. Olsson will conduct a final site observation to produce punch lists for Olsson's construction documents. Olsson will coordinate punch list requirements with Client's Contractor, prior to Project substantial completion.

Olsson will attend the following meetings and site visits during construction:

- One (1) virtual pre-construction meeting
- Seven (7) in-person construction meetings and site visits

- Seven (7) virtual construction meetings
- Two (2) punch list site visits

Construction Observation and Testing Services
Construction observation and testing services will be provided for pavement subgrades, fill placement, foundation bearing materials, reinforced concrete, structural steel observation, and exterior concrete. Olsson will provide the following observation and testing services:

Pavement Subgrades
Subgrades within footprint of proposed splash pad areas will be evaluated with respect to stability and moisture content. Subgrades will be proof rolled with heavy construction equipment prior to placement of fill and following construction of on-grade slab and improvements.

Fill Placement
Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors, Atterberg limits, and P-#200 tests will be performed to classify and determine physical properties of proposed fill materials. Olsson will observe and perform field density tests on structural fill placed within footprint of proposed splashpad and basketball court areas. The following travel and tests will be provided:

- Five (5) site trips and 15 hours for earthwork observation
- Two (2) standard Proctors, two (2) Atterberg Limit, and two (2) Sieve Analysis tests
- 10 site trips and 30 hours for structural fill testing, if the bridge alternative is performed

Foundation Bearing Materials
Olsson will observe bearing materials in bases of shallow foundation excavations. Bearing materials will be evaluated with respect to design bearing pressure. Olsson will provide a total of two (2) site trips and five (5) hours for bearing observation.

Reinforcing Steel
Olsson will observe placement of reinforcing steel in foundations and slabs of proposed development. Olsson will provide a total of two (2) site trips and four (4) hours for reinforcing steel observation.

Reinforced Concrete
Olsson will perform field tests, including slump, air entrainment, and temperature, on samples of concrete obtained from foundations and concrete slabs. Cylinders will be cast from concrete used in structure construction for compressive strength testing. The following travel and tests will be provided:

- Five (5) site trips and 15 hours for concrete observation
- Estimated 30 compressive strength tests
- Four (4) site trips, 12 hours, and 20 compressive strength tests, if bridge alternative is performed

Structural Steel
Olsson will provide a steel technician during erection of structural steel frame for proposed building. Field bolted and welded connections will be observed. Steel technician will request welding procedures and welder qualification test records for American Welding Society (AWS) D1.1 and D1.3 be provided and approved by Client's structural engineer, if required, prior to performance of welding services. Olsson's steel technician will attend a pre-construction meeting with Client's General Contractor Superintendent and Client's Structural Steel Erection Contractor to coordinate pre-construction bolt calibration and field observations of bolted and welded connections.

Olsson will provide a total of four (4) site trips and 32 hours for structural steel observation.

Reporting
Olsson will prepare PDF file formatted field reports summarizing daily field observations, including test results, and items not in compliance with Project construction documents and / or specifications. Draft field reports will be provided daily to Client's designated field representative, if requested.

Field reports will be reviewed by Olsson's Project manager and transmitted to Client's architect, structural engineer, General Contractor, and building official.

Following Project completion, Olsson will prepare a final summary report stating Olsson's opinion regarding whether portions of work observed, inspected, and / or tested are in compliance with Project specifications.

Work Products: Site observation reports; punch list; and meeting notes and memorandums, as required.

Phase 500 Fee: $181,000.00

Phase 900 – Expenses

Includes all Project related reimbursable expenses, as defined in the Reimbursable Expense Schedule attached to this Agreement.

Phase 900 Estimated Expenses: $20,000.00

TOTAL PROJECT FEE: $828,000.00
+ Reimbursable Expenses, Estimated: $20,000.00

ADDITIONAL SERVICES

Upon Client's request, Olsson shall provide the following services under a separate Agreement:

Phase 600 – Bathhouse Addition

Olsson will provide design of a building addition of 500 to 1,000 square feet (SF), including architectural, MEP, and structural services for equipment storage.

Phase 600 Fee: $18,000.00

Phase 700 – Land Bridge Design

Olsson will prepare design and construction bid documents for a new bridge structure spanning the drainage channel at Project site. Structure will be designed in accordance with AASHTO LRFD Bridge Design Guidelines and include design considerations for a soil cap and vegetation installation. Olsson will use MoDOT standards for bridge construction design and plan preparation, as required.

Land bridge design will include the following:

- Skewed, single span pre-stressed concrete girder structure with concrete deck
- Integral end bents with spill / fill slopes
- Turned-out concrete wingwalls to tie back into established channel
- Anticipated bridge length is 60 to 80 feet and of a similar width
- Custom barriers will be required to retain several feet of dirt, extend above grade, and use a handrail/fence for fall protection
- Form liners on the barriers
- Waterproofing membrane installation in deck
- Deck drains and drain basin details
- Conduits, as required, installation in earth on top of bridge

Design services will include the following construction documents and specifications:

- Design elements:
    - Superstructure design
    - End bent and foundation design
    - Girder camber / haunching
    - Deck design
    - Bearing design
    - Custom barrier design
    - Fencing layout and base plate / anchor bolt design
    - Coordination with Sub-Consultants, as required
    - Sealed load rating calculations in Conspan Bridge software
    - Quantities required

- Bridge construction documents and specifications:

    - General plan and elevation
    - General notes and quantities
    - End bent – one (1) detail
    - End bent – two (2) details
    - Vertical drain at end bent details
    - PS beam details
    - Camber, haunching, and slab elevations
    - Slab details
    - Deck drain and drain basin details
    - Typical section and pouring sequence
    - Barrier details
    - Fence details
    - Bill of reinforcing steel
    - As-built pile data
    - Boring logs
    - Technical specifications and job special provisions

Work Products: Preliminary 30 percent complete plans and estimate for review; final 90 percent complete plans, specifications, and estimate for review; final 100 percent complete plans, specifications, and estimate for construction

Flood Study - Evaluation of New Bridge Crossing
Olsson will conduct an evaluation of the following alternatives to mitigate base flood elevations (BFE) increase:

- Channel widening for a portion of Joplin Creek beginning upstream of the new bridge and continuing some distance downstream of the bridge
- Overflow channel: relocating or reconstructing parking to the west of the channel to accommodate an overbank swale for additional overbank conveyance to bypass the new bridge
- Benching channel overbanks above the existing block walls to provide additional conveyance capacity through the bridge

It is not certain that a new bridge will be feasible without increasing flood elevations south of 7th street, which would not be allowed by FEMA due to existing buildings within the floodplain. Olsson provides no guarantee that alternatives evaluated will be satisfactory to FEMA. Olsson will present results of each alternative and explain whether they are able to meet FEMA requirements.

Conditional Letter of Map Revision (CLOMR)
Provided an acceptable alternative is identified during the alternative evaluation, and with direction from Client to proceed with a new bridge structure, Olsson will revise floodplain mapping exhibits and prepare documentation to submit to FEMA for a conditional letter of map revision. The following services will be provided:

- Complete MT-2 application forms and submit to FEMA electronically through online Letter of Map Revision (LOMR) portal

- Review Project for compliance with Endangered Species Act and write a letter stating Project impacts, as required for CLOMR application
- Draft letters to property owners and public notifications for Client to send and / or publish in local newspapers explaining changes to the floodplain and floodway elevations and limits
- Develop a new base model for Project. Current model is not the effective model used to map floodplains; some challenges may occur during the FEMA application process.

Letter of Map Revision (LOMR)
If a new bridge is constructed, following construction completion, Olsson will prepare documentation to request a LOMR from FEMA, including the following services:

- Complete MT-2 application forms and submit to FEMA electronically through the online LOMC portal.
- Draft letters to property owners and public notifications for Client to send and / or publish in local newspapers explaining changes to the floodplain and floodway elevations and limits
- Develop a new base model for Project. Current model is not the effective model used to map floodplains; some challenges may occur during FEMA application process.

EXCLUSIONS

- USACE 404 permitting
- MoDNR 401 permitting
- Application review fees
- Multi-span bridge design
- Lighting attachments
- Ice rink supported on-structure
- Drainage channel modifications
- Design of temporary shoring / dewatering / seal course

ASSUMPTIONS

- Limits of mapping revision will be contained at upstream end to 7th Street and at downstream end to the nearest railroad bridge

Phase 700 Fee: $300,000.00

ASSUMPTIONS

- Minimal regrading of less than two (2) feet of cut and fill will be required for Project splash pad, multi-sport court, amphitheater, and associated pavements for personal vehicular traffic and pedestrians. Structural loads will be less than two (2) kips per lineal foot for walls and less than 40 kips for columns. Subsurface conditions will consist of gravelly clays and clayey gravels with varying chert content overlying cherty limestone bedrock.
- It is the responsibility of Client's General Contractor or Subcontractors to provide safe access to work requiring observation or testing.

- It is the responsibility of Client's General Contractor or Subcontractors to provide OSHA compliant barriers or barricades around excavations greater than six (6) feet in depth. In instances where barriers or barricades are not provided, or work requiring observation or testing must be performed while within the area protected by barriers or barricades, Client's Contractor shall provide and install an anchor point that meets OSHA standard for fall protection for special inspector or tester. Anchorage point shall be provided near excavations six (6) feet or greater in depth where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved, such as a drill rig or piece of earth working equipment. Anchorage points may need to be moved by Client's Contractor when work requiring observation or testing is required in other locations.
- When fall protection is required for Olsson to perform work, Olsson will supply harnesses and lanyards which can be tied off to Client's Contractor-provided anchorage points. If Client's Contactor cannot supply an anchorage point for Olsson, Olsson will coordinate with Client's General Contractor for a solution, possibly causing a delay to obtain required equipment and will result in additional charges to Client.
- Olsson is not responsible for Client's Contractor's means or methods and does not have the obligation or authority to stop Client's Contractor's work. Olsson's sole obligation is to report its observation, inspection, and test results to Client, as provided herein. If construction methods used by Client's Contractors increases frequency of site visits and construction testing units, this Agreement shall be amended. Olsson will notify Client if construction testing frequencies and site visits are subject to increase due to construction methods or design changes.
- An allowance of $10,000.00 has been included for additional site visits required during construction
- One (1) plan set of documents for construction will be provided. Multiple phases or set of documents are not included in this Scope of Services
- The following preliminary schedule is assumed:

    - Notice to Proceed October 1, 2023
    - Construction administration Fall 2024 to Summer 2025

- External or internal public improvements, such as public roads, sanitary sewer, or stormwater will be required unless specifically included
- Traffic impact studies are not required
- Parking lot changes are not anticipated
- Final construction documents will be prepared based on direction from Client. Final site plan will be determined prior to preparation of these documents. Significant site changes or building modifications at this stage will be considered as additional services.
- Army Corps of Engineering Jurisdictional Water Determination will not be required
- Section 404 permitting and Section 401 Water Quality Certification will not be required
- Detention and water quality will not be required due to proximity of floodplain
- Pressures and flows required to meet domestic and fire flow demands are available from public facilities
- Design limits for storm sewer plan shall correspond to Project limits.
- SWPPP will be maintained, updated, and implemented by Client or Client's Contractor
- Ice refrigerate system may be exterior

- Retaining walls may be required for grading and construction of this site. If required, top of wall elevations, geometric layout / location, and height and length of retaining wall will be provided; actual wall design and structural wall design shall be provided by Client's Contractor in the form of shop drawings. Client acknowledges that Olsson is not responsible for structural design of walls, and reviews related to shop drawings are solely related to location and height of walls with no review being provided and no liability incurred related to structural design or global stability of walls.
- Site survey:

    - Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will only be provided for sanitary sewer manholes and storm sewer structures, depths for other utilities will not be obtained or indicated on topographic survey. Survey of utilities will be based on tracing and marking by Missouri 811. Utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.
    - Skate Park – detailed information for ramps, et cetera, will not be shown within the skate park area
    - Playground – detailed information on playground equipment will not be shown within the playground area
    - Pool – detailed information for slides, et cetera, will not be shown within the pool area
    - Title search will be provided by City

- Funding research and support will be provided by City
- City will provide an indoor space to hold visioning and design charrette. Indoor space shall be large enough to accommodate stakeholders, City staff, and design team, and have wall space to hang up plans. Space shall be suited for open house following design charrette.
- History research and copy development for interpretive signage will be provided by City
- City will contract with selected construction manager and manage contract
- Progress aerial images will be provided by Client's Contractor
- Design limits for storm sewer plan shall correspond to limits of this Project
- Client has permission to reference Olsson's design and Project features in marketing materials and promotions following Project construction completion

EXCLUSIONS

The following services are not included with this Scope of Services but can be provided under a supplemental agreement if requested:

- Public improvements off Project site
- Photometric plans
- Detailed life-cycle costs
- Energy-use studies or energy calculations
- Environmental services
- Irrigation design
- Music / sound systems
- Field design including artificial turf design
- Preliminary and final plat
- Pre-construction ALTA survey

- Rezoning services
- Public or private sanitary lift stations design
- Tanks, fire pumps, jockey pumps, or off-site public improvements design
- Offsite improvements design
- Design and reporting associated with LEED certification
- Administrative, application, permitting, or recording fees and security agreements
- Post-construction ALTA survey and as-built surveys
- Energy modeling and calculations
- Life cycle cost analysis
- Commissioning of systems
- Environmental reviews, reports, or permits
- Building energy simulation
- Sampling, laboratory, and on-site material testing or performance and intrusive testing
- Hazardous material testing
- Project advocacy beyond the normal standard of care
- Stormwater:

    - FEMA Letters of Map Change
    - USACE 404 permitting
    - MoDNR 401 permitting
    - Evaluation of additional stream crossings. It is understood that new stream crossings and large obstructions within floodway will likely not meet a no-rise without significant improvements to the stream and culverts/bridges.

- Preliminary opinion of construction costs
- Preparation of front end and Construction Manager contract
- Changes due to construction cost over-runs outside control of the structural engineer of record
- Changes or corrections due to errors or omissions by Client's General Contractor
- Quantity take-offs and preparation of bills of materials
- Preparation of record drawings
- Services as an expert witness
- Design services prior to final signed and sealed pre-engineered metal drawings and reactions provided to Olsson for any pre-engineered components in which Olsson will be designing the foundations
- Vibration analysis
- Storm shelter design
- Hydraulic channel improvements
- Observation and testing relating to shop inspection for the fabrication of the structural steel framing members and mechanical inspections of field erected members - plumb or other dimensional characteristics
- Review of Client's General Contractor's methods, procedures, and construction equipment
- Additional coordination, Project delays, changes in scope, extensions, and revisions
- Value engineering plan revisions for an alternate design, after design development is complete
- Construction staking
- Submittal fees and expenses for governmental reviews
- Six (6) and twelve (12)-month review of Project site following construction.

- As-built drawings
- Completion of ComCheck for compliance with adopted energy code
- Completion of regulatory paperwork that may be required by City, County, State, or federal governments
- Commissioning services
- Full-time, on-site construction administration
- Financial feasibility or other special studies
- Formal life-cycle cost of studies for alternate building systems
- Drawing, specification, or other document revisions for changes to previously approved design criteria
- Consultation concerning replacement of work damaged by fire or other causes during construction
- Professional services required by default of Client's Contractor or by major defects in Client's Contractor's work in the performance of construction contract
- Preparing to serve or serving as expert witness in connection with any public hearing, or legal proceeding where Olsson is not a named party to such a hearing or proceeding
- Fees for private utility locating and / or hydro-excavation
- Fees resulting from use of mud-matting, clearing, or other operations to achieve access to boring locations is Client's responsibility
- Fees for site restoration efforts of site disturbance resulting from bringing drilling equipment onsite is Client's responsibility
- Traffic control; village, City, district, County, and State right-of-way occupation permitting; street use permitting; and utility permitting required to allow for drilling services
- Design and recommendations for gravity block or mechanically stabilized earth (MSE) retaining walls
- Design of public or private sanitary lift stations. Pressures and flows required to meet domestic and fire flow demands are available from public facilities. Design of tanks, fire pumps, jockey pumps, or off-site public improvements are not included within this Scope of Services.

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

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

EXHIBIT A


Project Area
E 5th St
Murphy Blvd
S Minnesota Ave
School Ave
E 6th St
Joplin Skate Park
Ewert Park
Ewert Aquatic Center
Children's Center
Regal Car Sales & Credit
Used car dealer
Prime Automotive
O'Reilly Auto Part

CAD FILE RELEASE AND INDEMNIFICATION AGREEMENT

The client has requested that Architectural, Engineering, and Construction (AEC) design or modeling software electronic files (the Files) be transmitted for our sole use on:

Project Name_____

Olsson Project Number _____

The Files are necessary for our use in preparing:

_____
_____

The latest versions of the following drawings or files are requested:

_____
_____
_____

Original file format will be delivered (list software version and file type):

_____

All of the information contained in the Files are the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The Files were created for Olsson's convenience in providing its services on the Project, and Olsson makes no representations whatsoever as to their suitability for other uses, including the preparation of shop drawings.

The Client is aware that differences may exist between the Files and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the Files, the signed and sealed original documents shall govern. The Client acknowledges that the Files are not "construction" documents and are provided in "as is" condition.

The Files may not be complete or coordinated, and may not reflect field modifications or "as built" conditions. The Files may be revised or superseded, and updated copies will not be provided without execution of a new agreement and receipt of a new payment. The Files will not be copied or used for other than this project. The Files will not be used for construction and are accepted for use at Client's own risk. The Files will not be used for future additions or alterations to this project. Olsson does not warrant that the Files are compatible with specific computer or CAD systems. Client may not retransmit the Files, or any portion thereof.

LIMITATION OF LIABILITY — The Files are provided with-out warranty, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. No sub-licensing of the Files is allowed. Under no circumstances (including breach of contract, negligence, statutory violations, misrepresentation, fraud, strict liability and/or breach of warranty) shall Olsson, its officers, directors, partners, employees, contractors or subconsultants be liable for any delay, punitive, incidental, indirect, special or consequential damages, including but not limited to disruptions, accelerations, inefficiencies, increased costs, increased home office overhead, loss of use, loss of profit, loss of income, or loss of reputation arising out of or connected in any way to the use of, or the inability to use, the Files, even

if Olsson or an authorized representative of Olsson has been advised of the possibility of such damages. In no event shall Olsson's total liability for all damages, losses and causes of action, whether based on contract, tort (including negligence or otherwise), statutory violations, misrepresentation, fraud, strict liability and/or breach of warranty exceed the amount paid for Olsson's transmittal of the Files.

GOVERNING LAW — This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Nebraska. If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement shall be enforced to the maximum extent permissible so as to effect the intent of Olsson, and the remainder of this agreement shall continue in full force and effect. This is the entire agreement between the parties relating to the subject matter herein, and shall not be modified except in writing signed by all parties.

INDEMNIFICATION — The Client hereby agrees to hold harmless and indemnify Olsson, its officers, directors, employees, consultants, affiliates and any employee or agent thereof (each of the foregoing being hereinafter referred to as "Indemnified Party") against all liability, for all costs, losses, liabilities, damages, claim or expenses (including, without limitation, attorneys' fees, expert witness fees and expenses incurred in defending against any such claim, which shall be paid on an ongoing basis as the same are incurred), incurred by, arising out of, or resulting from any use, re-use, misuse, modification or alternation of the Files. Client shall cooperate in the defense of any claim or suit, and may appear through counsel of its own choice at its own expense.

TERMINATION — This agreement is effective until termination, and may be terminated by either party without notice. Upon termination, Client shall return or destroy the Files and any and all copies of the Files in its possession.

CHARGES — The Files are provided at a charge of _____ per drawing sheet. Payment is to reimburse Olsson for the effort involved in preparing the Files for Transmittal. Transmittal of the Files does not constitute a sale, and the Files remain the property of Olsson. Our payment, totaling _____, is enclosed.

CITY OF JOPLIN, MISSOURI

By _____
Signature

Print Name _____

Email _____

Dated _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("OWNER"), and Olsson, Inc., a Nebraska Corporation ("ENGINEER"), collectively referred to as "the Parties."

WHEREAS, OWNER desires to engage an engineer for the purpose of providing professional services for the design and construction of improvements to the property commonly known as Ewert Park, specifically a splash park, as described in OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, ENGINEER desires to be engaged as OWNER's engineer for the purpose of providing professional services for the design and construction of improvements to the property commonly known as Ewert Park, specifically a splash park, as described in ENGINEER's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, OWNER has selected ENGINEER as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by OWNER.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2 ENGINEER shall represent OWNER, insofar as OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 ENGINEER shall attend meetings and hearings with and on behalf of OWNER, insofar as OWNER desires, provided that such meetings and hearings pertain to the Project and provided that OWNER gives ENGINEER reasonable notice of such meetings and hearings and of OWNER's desire to have ENGINEER in attendance.

1.1.4 In general, the Project consists of the improvements to OWNER's property commonly known as Ewert Park, specifically a splash park, as described in OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and ENGINEER's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B.

Upon execution of this Agreement by OWNER, ENGINEER shall proceed with the design phase of the project.

Basic services of ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.

1.2.2 Develop design plans, specifications, and contract documents used to solicit competitive bids for construction of the improvements.

1.2.3 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.4 On the basis of the accepted final design documents, provide to OWNER an opinion of probable cost for the Project.

1.2.5 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.6 Furnish copies of the above documents and present and review them in person with OWNER.

1.2.7 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and

equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as its representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Review contractor's proposed project schedule.

1.4.3 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.4 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

1.4.5 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby

be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.6 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.4.

1.4.7 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.8 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.4.9 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation.

1.5.1 ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection,

or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material

from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident project representative:

1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.5.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and

services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface

explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may reasonably rely upon in performing his services.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.

3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by OWNER in writing.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's

obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2), and shall submit final design and contract documents and a revised opinion of probable Project cost within 180 calendar days.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 and 1.5 of this Agreement shall be completed within 6 months after receipt by the ENGINEER of written authorization to proceed.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Design Phase Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amount for all sections of the contract shall be $828,000. If one section of the contract does not use the full amount allocated above, another section of the contract can utilize the unused portion to complete those services, as long as the total amount for all sections does not exceed $828,000.

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.4, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.15, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit C.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.3 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the

event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4

5.3 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

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

7.2 Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of OWNER.

7.3 Attorney's Fees and Expenses. If OWNER files suit in order to enforce any term of this Agreement and is the prevailing party, ENGINEER shall be liable for OWNER's reasonable attorney's fees and expenses. In no event shall OWNER be liable for ENGINEER's reasonable attorney's fees and expenses.

7.4 Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7.5 Compliance with Laws. ENGINEER shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material

or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7.6 Consequential Damages. In no event shall OWNER be liable to ENGINEER for special, indirect, or consequential damages.

7.7 Contract Documents. The contract documents shall consist of the following: this Agreement, OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, ENGINEER's Response to OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit B, Rate Schedule, attached hereto and incorporated by reference as Exhibit C, and Estimate of Costs, attached hereto and incorporated by reference as Exhibit D. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between Exhibit A and Exhibit B, C, or D, Exhibit A will prevail. In the event of conflict between Exhibit B and Exhibit C or D, Exhibit B will prevail.

7.8 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

7.9 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.

7.10 Ethics. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for ENGINEER, any fee, commission, gift, or contingent fee.

7.11 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.

7.12 Indemnification. To the fullest extent permitted by law, ENGINEER agrees to defend with counsel selected by OWNER, and indemnify and hold harmless OWNER, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by OWNER or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by ENGINEER, or claims relating thereto, and including but not limited to OWNER's reliance on or use of the services or products provided by ENGINEER under the terms of this agreement. ENGINEER shall not be liable for any loss or damage attributable solely to the negligence of OWNER.

7.13 Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. ENGINEER is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. ENGINEER is an independent contractor and not an

employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

7.14 Insurance. ENGINEER shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, 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). The foregoing shall not be construed as a waiver of sovereign immunity.

7.15 Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.

7.16 Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during OWNER's then current fiscal year at the discretion of OWNER. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

7.17 Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to OWNER and ENGINEER at the addresses as follows:

City of Joplin, Missouri	Olsson, Inc.
ATTN: City Manager	ATTN: Ronald L. Mersch
602 S. Main St.	1027 S. Main St., Suite 503
Joplin, MO 64801	Joplin, MO 64801

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.

7.18 Payment for Labor and Materials. ENGINEER 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.

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

7.20 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.

7.21 Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

7.22 Termination. OWNER reserves the right to terminate this contract by giving at least five (5) days prior written notice to ENGINEER, without prejudice to any other rights or remedies of OWNER, should ENGINEER be adjudged bankrupt, or if ENGINEER should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for ENGINEER or for any of its property, or if ENGINEER should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if ENGINEER should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of OWNER or fail to observe or perform any provisions of the contract. OWNER may terminate this Agreement, without cause, by giving ENGINEER thirty (30) days' written notice of the same.

7.23 Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

7.24 Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and ENGINEER is associated with a business entity, ENGINEER shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, ENGINEER must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

7.25 Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A – OWNER's Request for Proposal, Exhibit B – ENGINEER's Response to Owner's Request for Proposal, Exhibit C – Rate Schedule, and Exhibit D – Estimate of Costs.

8.2 This agreement, including the exhibits referenced herein, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

OWNER:	ENGINEER:
CITY OF JOPLIN, MISSOURI	OLSSON, INC.
_____	_____
Nick Edwards, City Manager	

ATTEST:

_____
Holly Nagy, City Clerk

NOTICE OF REQUEST FOR QUALIFICATIONS

REQUEST FOR PROPOSAL NO. 2023-RFP-04

EWERT SPLASH PARK

RFQ Due Date: 10:00 A.M., July 24th, 2023

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Paul Bloomberg, Parks Director
Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Qualifications number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

June 22, 2023
Issue Date

CITY OF JOPLIN, MISSOURI

The City is accepting submissions for Engineering/Architectural design, plans, specifications, and construction administration services for a new splash park in Ewert Park, located at 615 South Murphy Boulevard in Joplin. The Park is in the center of Joplin and the property is owned by the City.

Planning for the new splash park was provided by Waters Edge Aquatic Design through the Ewert Pool Study which was completed in 2021. The final conceptual drawing will be made available to the selected firm.

The new splash park is expected to include:

- Colored concrete and artificial turf, playground surfacing under dry play structure
- Additional shade structures (5), existing shade structure at the bathhouse will remain
- Ground sprays (33)
- Tall and larger sprays (8)
- Water table (1)
- Spray arches (1)
- Wet boulder sprays (2)
- Wet play structure (1)
- Dry play structure (1)
- Dry boulder play unit (1)
- Ice rink (12' width, 4,920 s.f.)
- Landscaping
- Bathhouse & buildings:
    - Reconfigure entry/admission area
    - Relocate men's shower tree
    - Add 2 family changing rooms
    - Condition the bathhouse to utilize in the winter months (for ice skating)
    - Basic interior and exterior aesthetic improvements
    - Recoat roof
    - Improvements to the entrance between the bathhouse and concession building

The pool has been an integral part of Ewert Park for nearly a century, and the history behind how and why the park and pool were developed are of importance to the community. Strategies and methods for educating on and incorporating that history should be recommended in this build.

The items above reflects a "nature" theme, as that was one theme explored and showcased in the 2021 study. However, after public, city, and committee input, a theme of Route 66 is more desired for the final design. The magnitude of cost can be expected to apply to the Route 66 theme as well, with some variance on pricing for custom pieces.

REQUEST FOR QUALIFICATIONS

Qualified firms interested in providing professional design services for the new splash park should submit qualifications according to the specifications below. Interested firms shall be licensed aquatics design firms in the State of Missouri.

Deadline
Sealed proposals are due (must be *received*) by (**Monday, July 24, 2023, at 10:00pm Central Time**) to the City at the address above. One (1) original and (2) complete copies of the submission is to be mailed and delivered in a sealed envelope clearly marked with "Ewert Splash Park RFQ" on the outside of the package. Late submissions will not be accepted.

Contact Person
Inquiries regarding this RFQ can be directed to the person listed on the front page. Inquiry must be submitted via email no later than (July 6, 2023).

SCOPE OF SERVICES

The selected firm will work with the City and selected representatives on completion of the project, which will include the following traditional project delivery method services below. Construction management and design-build delivery methods are not being considered.

A. Preliminary Design
- **a.** Facilitate project kickoff meeting to understand and confirm expectations, including but not limited to features, amenities, recirculation system type, accessibility, surfacing, utilities, site constraints, required permits, and project timeline.
- **b.** Confirm and/or refine developed concepts, site plans, and costs.

B. Design
- a. Coordinate topographic surveys, utility investigations, and geotechnical evaluation. These site investigation services will be contracted separately with the City.
- b. Prepare full and complete plans, specifications, and construction documents for bidding.

C. Bidding
- **a.** Assist with bidding and award process.
- **b.** Reviews and assist with selecting a contractor.

D. Construction Administration
- **a.** Attend meetings, including
  - **i.** Pre-construction
  - **ii.** Progress meetings
  - **iii.** Substantial, final, and warranty walk-throughs
- **b.** Construction Administration
  - **i.** Submittals and shop drawings
  - **ii.** Requests for information
  - **iii.** Pay applications
  - **iv.** Change order requests

c. Construction Site Visits
  i. Inspection throughout construction with periodic site visits
  ii. Inspect critical or milestone components

PROPOSAL SUBMISSION REQUIREMENTS

Interested firms must submit qualifications that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information:

Company Profile
Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

Organizational Structure
Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Key Staff Resumes
Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

Experience and Qualifications
Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFQ.

References
Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFQ. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

PROJECT SCHEDULE

The City anticipates that the following timetable will apply to this RFQ. The dates following the June 22, 2023 RFQ issue date are subject to change:

Activity	Date
RFQ issued	June 22, 2023
RFQ Due Date	July 24, 2023
Finalist Interviews (if required)	August 3 & 4, 2023
Vendor Selection	August 7,2023
Present Contract to Council for Approval	September 4, 2023
Start Project Construction	May 2024
Project Completion	Spring 2025

Addenda to the RFQ and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications, or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ.

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than July 6, 2023 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Ewert Splash Park RFQ), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFQ, the Consultant is requested to contact the Parks Department, at the above address.

PROPOSAL EVALUATION AND SELECTION

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFQ, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFQ. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFQ.

Evaluation of vendor proposals will be based on the following criteria:

- 40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.
- 35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 15% References – will be based on references submitted as part of RFQ but can include clients not submitted.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Responsibility for Costs
The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFQ. The City assumes no contractual or other obligations as a result of the issuance of this RFQ, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

Contract Terms and Conditions
The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFQ and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFQ, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFQ. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFQ, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits
The following exhibits are referenced in this RFQ, incorporated into and made a part of this RFQ:

A. City of Joplin Standard Professional Services Agreement

FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions
The following terms and conditions apply to submitting proposals in response to this\Request for Qualification:

Interviews
The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

Request for Additional Information
The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals
The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding
All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification
By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract
The agreement resulting from this RFQ shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals
Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness
All information required by the Request for Qualifications must be supplied to constitute A legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFQ does not affect this right.

Execution of Agreement
It is anticipated the City will make their selection of a firm by August 7, 2023. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Proposal Due Date
Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than **10:00 a.m. July 24, 2023**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
PAUL BLOOMBERG
DIRECTOR OF PARKS AND RECREATION
3301 WEST 1ST STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL– "#2023-RFP-04: Ewert Splash Park, 10:00 AM; Monday, July 24, 2023"

Amendments
If it becomes necessary to revise or amend any part of this Request for Qualification, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Qualification.

Proposal Evaluation Process
The steps and activities in the proposal process will include the following:

The City will review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the City.

The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a proposal.

Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in **Request for Proposal #2023-RFP-04** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated July 24, 2023 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall

not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. 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 insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit B

NOTICE OF REQUEST FOR QUALIFICATIONS ADDENDUM #1

REQUEST FOR QUALIFICATIONS NO: EWERT SPLASH PARK 2023-RF-04

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for a Splash Park for the City of Joplin, Missouri.

RFQ Due Date: 10:00 A.M., CDST, Monday, July 24th, 2023

Location: Parks Department, 3301 West 1st Street, Joplin, MO 64801

Owner Representative: Paul Bloomberg Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Addendum #1-Additional park projects; Clarification on licensed aquatics design firms in the State of Missouri

The City of Joplin is modifying the Ewert Splash Park RFQ by adding the following items based on the recommendations in the Parks Masterplan conducted by Landworks Studio in 2021. These items should be included in the Ewert Park design:

- *Ice Ribbon (rink) 12' wide, 4,290 sf ribbon that will weave in and around the splash park area. This will include lighting and an underground refrigeration system.*
- *Covered basketball / multiuse court that will take the place of the existing tennis courts. The covered court will include lighting, outlets, and a water fountain.*
- *An amphitheater south of the aquatic center, which will replace the current triangle shaped basketball court. This amphitheater will provide visibility to a minimum of 200 spectators, power will be provided for portable speaker systems, and lighting will be included for nighttime events.*
- *A park kiosk in a location that complements the amphitheater and other new park elements. The kiosk will incorporate design elements that highlight the history of Ewert Park. In addition to the kiosk, there will be interpretative signage at various locations throughout the park that highlight the park's history.*
- *The existing playground will be replaced with a new playground that will include a poured-in-place rubberized playground surface.*
- *Provide security in the parks will be enhanced with the addition of security lighting and camera systems within the park. Must conform and integrate with existing and proposed systems elsewhere.*

Qualified firms interested in providing professional design services for the new splash park should submit qualifications according to the specifications below. Interested firms shall have a ***TEAM*** *member who is a licensed aquatics design firm in the State of Missouri.*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Request for Qualifications for the above referenced project. Please include a signed copy of this addendum with your qualification's submission.

_____
Company Name

_____
Signature

_____
Printed Name, Title

CITY OF JOPLIN
EWERT SPLASH PARK RFQ
Finalist Interview Scores
10-Aug-23

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Olsson Studio	49	50	45	49	193	48.3
SWT Design	47	48	43	46	184	46.0

SUMMARY OF FINALIST INTERVIEW COMMENTS FOR RFQ ANALYSIS

EWERT SPLASH PARK PROJECT

AUGUST 10, 2023

Olsson Studio

- Relationship to the community and increase awareness of Parks history.
- Team specifically built to handle different facets of design/build.
- The have formed an incredibly experienced team.
- Talked about several grant opportunities available.
- Crime prevention through environmental design. Have someone certified on staff.
- Understand our staffing issues, incorporate systems that will help with low maintenance.

SWT Design

- Wants to bring Ewert Park back to its glory.
- Seems as though their vision is more park and its amenities than the splash park.
- Holistic approach for destination park, incorporating history important.
- Balanced team with strong prospective.
- Utilize resilient materials to help focus on long term maintenance.
- Work with City to develop plan.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-454 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City).

MEETING DATE
October 02, 2023

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2023-454 Council Bill; Missouri Department of Health and Senior Services Contract for Local Public Health Agency Infrastructure.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide funding to assist with providing or implementing activities to support, strengthen, and enhance the public health workforce.

BACKGROUND
This contract provides funding to the health department for the continuation of public health programs.

These activities include planning and implementing worksite wellness activities such as coordinating classes, speakers, seminars, health fairs and fitness assessments; developing health promotion materials and newsletters targeted to City of Joplin employees; attending off site seminars and conferences to identify best practices for employee wellness programs; and evaluating statistical health data to determine areas of need for reducing health risks and medical costs, and conducting other activities that can enhance the health of employees. These activities will be facilitated by a Wellness Coordinator to be funded by this contract.

The period for this agreement is August 1, 2023, through November 30, 2027 and the total anticipated reimbursement from this agreement is $239,050.00. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification;
4. Complete and sign the exhibit labeled Terms and Conditions for Contractor Receipt of Federal ARPA SERF Funds; and
5. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed blue page to the appropriate person within your organization. It explains the process for completing the Annual Subrecipient Information Form (ASIF).

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

Do NOT Delay You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

06/ 16 /2023

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

Tracking #	**Contract Title:**
54258	LOCAL PUBLIC HEALTH AGENCY INFRASTRUCTURE

Contract Start:	**Contract End:**	**Questions/Please Contact:**
8/1/2023	11/30/2027	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

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

Local Public Health Agency Infrastructure

1. GENERAL

1.1 The contract amount shall not exceed $239,050.00 for the period of August 1, 2023 through November 30, 2027.

1.2 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.

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

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

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

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

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

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

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

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

1.5 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

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

Program Name: Center for Local Public Health Services
Program Contact: Chelsea Robbins
Address: 930 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-6770
Email: Chelsea.Robbins@health.mo.gov

2. PURPOSE

2.1 The purpose of the contract is to use funds to establish, expand, train and sustain public health workforce.

3. DELIVERABLES AND OUTCOMES

3.1 The Contractor shall use funds to assist with providing or implementing any of the following activities to support, strengthen and enhance the public health workforce:

3.1.1 Recruit, hire, and train new public health staff;

3.1.2 Support, sustain, retain and train the existing public health workforce;

3.1.3 Strengthen workforce planning, systems, processes, and policies;

3.1.4 Strengthen accountability and performance management, including accreditation;

3.1.5 Strengthen organizational abilities addressing information technology, human resources, financial management, contract and procurement services;

3.1.6 Improve equity and organizational competencies addressing leadership, governance and strategic planning;

3.1.7 Enhance communication; enhance or increase policy development and legal services and analysis

3.2 The Contractor shall follow the Appendix of Activities , Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein, provided by the CDC for guidance on activity examples for each strategy.

3.3 The Contractor shall ensure equitability for all activities within their health department.

3.4 The Contractor shall follow the guidance within the Notice of Funding Opportunity (NOFO) that will be provided to the Contractor by the Department.

3.5 The Contractor shall participate in on-going program evaluation activities outlined within the NOFO to assure program compliance with funding agency requirements throughout the contract period.

3.6 The Contractor shall participate and provide information on program planning, implementation, performance metrics and any other information necessary to perform a comprehensive evaluation for this grant.

3.7 The Contractor shall participate in the Department led monthly office hours via telephone and/or WebEx to provide technical assistance, build a sharing community of infrastructure grant related activities, answer grant-related questions, share successes, and seek peer input for quality improvement/information sharing.

3.8 The Contractor shall report activities of progress to the Department utilizing the survey designed by the Department's Evaluation Team for their 6 month progress reporting and the final summary report.

3.9 The Contractor must provide all staff within the Local Public Health Agency (LPHA) well-being or mental wellness support through one of the following means at a minimum; training, conference, program, access to counseling, assessments.

4. REPORTS

4.1 The Contractor must submit a progress report to the Department every 6 months in accordance to the following schedule:

Years 1 - 4 Time Period:	**Due Date:**
July 1 - December 30	January 15
January 1 - June 30	July 15
Fifth Year Period (Final)	**Due Date:**
January 1 – June 30	July 15
July 1 - November 30	December 30

4.2 The Contractor must submit a final summary report to the Department on December 30, 2027, to report all activities the LPHAs completed within the 5 year grant period.

4.3 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.

5. BUDGET AND ALLOWABLE COSTS

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

5.1.1 The Contractor shall request reimbursement for all expenses directly related to fulfill the contract deliverables during the period of performance December 1, 2022 through November 30, 2027. The Department will allow for expenses to be reimbursed backdated to December 1, 2022.

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

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

5.4 Indirect costs

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

5.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and

fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

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

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

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

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

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

5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

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

6.1.1 A copy of 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.

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

6.2 The Contractor shall invoice the Department using the Vendor Request for Payment form and an invoicing tool. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format: PHIGmmyy. For example, an invoice submitted for the month of March 2023 would

have the following invoice number PHIG0323. The Department will provide the Vendor Request for Payment form and invoicing tool to the Contractor.

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

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

6.5 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Division of Community and Public Health/Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570
Email: CLPHSCONTRACTS@health.mo.gov

6.6 The Contractor shall submit the final invoice no later than December 30, 2027. The Department shall have no obligation to pay any invoice submitted after the due date.

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

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

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

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

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

Missouri Department of Health and Senior Services

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

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

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

7. AMENDMENTS

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

8. RENEWALS

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

9. MONITORING

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

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

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

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

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

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

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

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 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.

12. LIABILITY

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

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

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

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

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

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

14. AUTHORIZED PERSONNEL

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

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

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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

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

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

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

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

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

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

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

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

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

16. TERMINATION

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

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

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

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

16.1.4 By request of the Contractor.

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

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

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

16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

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

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

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

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

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

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

17.5 **REQUIREMENTS FOR FEDERAL ARPA SFRF**

17.5.1 The Contractor shall understand and agree that the contract involves the use of Federal American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) funds and the Contractor must comply with Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

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

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

Appendix 1: Sample Activities for Component A

This appendix lists the Key Activities for Strategies A1 – A3 of Component A, OE22-2203. The Key Activities are broad by design and intended to provide recipients with maximum flexibility to meet their needs. Below each Key Activity is a list of sample activities for recipients to consider. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. State recipients should consider these sample activities for their own agency as well as for work that could be done to support local health departments and tribes. There are no sample activities provided for Component B.

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Appendix 1 2

Strategy A1: Workforce

There are six Key Activities included in Component A, Strategy 1. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen the workforce of public health systems.

A1.1. Recruit and hire new public health staff.

a. Conduct systematic workforce needs assessments to identify priority needs now and, in the future.

b. Expand and improve recruitment efforts to reach wide and diverse pools of potential applicants, particularly through partnerships with relevant institutions.

c. Change application and selection methods and provide training to reduce unconscious or conscious negative biases and to improve fairness.

d. Create new job descriptions to better meet needs.

e. Revise job pay scales.

f. Establish, expand, and use a range of mechanisms to rapidly hire public health staff, including direct hire mechanisms (term-limited and not), formal agreements or contracts with staffing agencies, as well as partnerships with community-based organizations, academic institutions including minority-serving institutions (e.g. HBCUs, HACUs, etc.), and other local, state, and national partners that may provide efficient and effective ways to supplement the public health workforce.

g. Offer a range of hiring incentives to attract new talent, including hiring or other bonuses, student loan repayment, moving expenses, remote work, and telework.

h. Work with and recruit from the Public Health AmeriCorps program, Preventive Medicine Residencies, and other programs that provide a pathway into public health as a career.

i. Establish or expand internships, fellowships, apprenticeships, and related programs for entry-level staff and mid-level staff.

j. Establish or strengthen programs that provide capacity for surges in public health staffing as needed, in response to emergencies or outbreaks.

k. For jurisdictions with Native American Tribes, consider hiring a Tribal Liaison Director preferably from a Tribal community.

l. Hire health education specialists, instructional designers, and other staff with training development skills to support the training needs of public health staff.

A1.2. Retain public health staff.

a. Identify and use hiring mechanisms to effectively transition staff from one type of contract or mechanism to a new one, to maintain continuity of service.

b. Offer a range of retention incentives, including bonuses, student loan repayment, benefits, moving expenses, remote work, and telework.

c. Revise the terms or classification of existing jobs or job series to allow for increases in pay or benefits.

d. Create or expand new promotional opportunities and leadership tracks.

Appendix 1 3

e. Establish or strengthen supportive services available to the workforce, to provide additional flexibility to help balance work-life responsibilities and maximize hybrid work opportunities.

A1.3. Support and sustain the public health workforce.

a. Expand employee well-being programs to address burnout, work-life balance, and job satisfaction.

b. Adopt new evidence-based workplace programs that support staff emotional and physical well-being.

c. Review and strengthen workplace policies that support staff emotional, mental, and physical well-being.

d. Strengthen employee engagement programs and methods.

e. Expand employee involvement in professional networks and in relevant support groups.

f. Strengthen and conduct staff viewpoint surveys and other ways to assess staff experiences and attitudes to better understand areas for improving workplace culture and practices.

g. Share and use employee input in strategic planning and other workplace and workforce initiatives.

h. Implement sabbatical programs that allow staff to reset and learn, while remaining in the workforce.

A1.4. Train new and existing public health staff.

a. Conduct training needs assessments of existing and new staff to identify priority areas for training investments.

b. Establish or expand contracts or partnership with training partners to add training offerings that meet CDC quality training standards across a wide range of needs.

c. Revise and upgrade existing training programs to improve their quality or relevance.

d. Establish or expand contracts or partnership with accreditation providers to offer continuing education credits to help staff maintain licensures and certifications.

e. Create or enhance incentive programs for staff to seek and complete training or to mentor peers.

f. Establish or revise training tracks or certificate programs to incentivize and guide staff who seek to build deeper skillsets in a particular area.

g. Establish or expand leadership development programs for staff who demonstrate leadership potential or are in management positions.

h. Support staff to enroll in trainings offered through academic or other institutions, including support for travel.

i. Establish follow-up support programs that provide opportunities for continued learning after trainings, such as job-aids, coaching, and communities of practice.

j. Strengthen training evaluation capacity.

k. Promote learning opportunities through a variety of channels.

A1.5. Strengthen workforce planning, systems, processes, and policies.

a. Create or revise a comprehensive workforce development strategy.

Appendix 1 4

a. Create workforce development boards and other new organizational structures and teams, to guide and implement a comprehensive workforce development strategy.

b. Create or modify staff positions within the organization to focus on key crosscutting workforce issues, such as staff engagement; diversity, equity, inclusion, and accessibility; succession planning and career pathways; and workforce science and forecasting.

c. Catalyze the collection and use of workforce data, to guide workforce planning, development, management, and forecasting.

d. Upgrade human resource and other information systems and improve interoperability among systems.

e. Refresh online recruitment and hiring portals to be more user friendly, useful, and modern.

f. Purchase, maintain, and improve workforce training systems including annual subscription costs for using the TRAIN Learning Network.

g. Strengthen policies related to hybrid work environments, telework, and related requirements to maximize flexibility to hire and retain talent.

h. Identify opportunities to modify or amend internal policies that might hinder internal workforce development practices (e.g., improving recruitment and selection procedures, cross-training opportunities).

i. Identify opportunities to educate policy makers about state, local, or territorial policies, to better meet workforce development needs of the recipient or the public health sector as a whole (e.g., addressing inflexible hiring, firing, and salary rules or rigid criteria for eligibility for promotion).

j. Conduct quality improvement on existing systems or processes to identify areas ripe for change and track outcomes associated with changes made.

k. Strengthen partnerships with relevant labor unions to discuss opportunities for collaboration and for improving workplace conditions.

l. Establish or strengthen partnerships with human resource and other organizational systems experts to provide advice and support for strengthening.

A1.6. Strengthen support for implementation of this grant.

a. No sample activities are provided for this Key Activity.

Strategy A2: Foundational capabilities

There are seven Key Activities included in Component A, Strategy 2. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen foundational capabilities and the ability to meet national accreditation standards at the local level.

Appendix 1 5

A2.1. Strengthen accountability and performance management, including accreditation.

a. Support all efforts required to apply for public health department accreditation or reaccreditation through the Public Health Accreditation Board (http://www.phaboard.org); this may include contracting or hiring for support to help with accreditation readiness efforts, support for accreditation fees, or relevant training or technical assistance.

b. Support efforts required to address identified gaps or areas for improvement identified through the accreditation process and in accreditation reports, for those health departments that are accredited or in the process of seeking accreditation or reaccreditation.

c. Establish and/or support statewide activities that advance the ability of local health departments to meet national accreditation standards, participate in the Pathways Recognition program, and seek or maintain accreditation, which can include the developing and delivering training and technical assistance, developing and implementing an accreditation learning community to share best practices, and fostering peer-to-peer support.

d. Develop and maintain a performance management system, which may include procuring appropriate performance management software, to monitor achievement of organizational objectives.

e. Develop processes to identify and use evidence-based and/or promising practices when implementing new or revised processes, programs and/or interventions at the organizational level.

f. Procure external contract assistance and establish partnerships to improve or maintain an organization-wide culture of continuous quality improvement and the organizational use of quality improvement tools and methods.

g. Develop and improve recruitment, retention, and succession planning of a qualified and diverse workforce; training based on workforce competencies; and performance evaluation and accountability of the workforce (see also Strategy A1 Workforce, which can also be used to support this work).

h. Develop a workforce surge plan with actual processes, MOU's and/or contracts put in place with a staffing agency or agencies with the proven experience and track record for hiring and deploying qualified and expert staff for any public health all-hazards emergency within 45 days of the emergency declaration (e.g., The Hurricane Response Hub initiative) (see also Strategy A1 Workforce, which can also be used to support this work).

i. Develop a workforce development plan that assesses workforce capacity and gaps using recognized staff competencies and includes strategies for action (see also Strategy A1 Workforce, which can also be used to support this work).

A2.2. Strengthen organizational competencies addressing information technology, human resources, financial management, contract, and procurement services.

a. Upgrade human resource and other administrative information systems, which may include software and hardware, and improve interoperability.

Appendix 1 6

a. Develop standard policies and practices for the efficient and effective use of bona fide agents or an administrative partner. https://www.cdc.gov/publichealthgateway/grantsfunding/expediting.html

b. Upgrade and/or improve the financial management, contract, and procurement systems and services, including facilities and operations by updating or improving systems that maintain a high quality of budgeting, auditing, billing, and financial system and chart of expense and revenue accounts in compliance with federal, state, and local standards and policies.

c. Improve all systems and processes to procure, maintain, and manage safe facilities and efficient operations. Including streamlining procurement processes when possible.

d. Develop policies, practices and tools to improve the management of financial, information management, and human resources effectively.

e. Advance information technology services, including privacy and security by maintaining and procuring the hardware and software needed to access electronic health information and to improve the department's operations and analysis of health data.

f. Develop policies and practices that will improve financial systems that will allow department-wide use and accountability for innovative financing strategies, such as braiding and layering funds from multiple funding sources to focus on social determinants of health and other health equity initiatives.

g. Develop policies and practices to include an equity lens in contracting, purchasing, and budgeting procedures; implementing processes to consider power in internal decision making; or integrating equity concepts in human resources policies.

A2.3. Enhance communications.

a. Improve, develop, and implement strong communications capability and products

b. Work with partners in developing culturally/linguistically relevant and responsive communication products and strategies.

c. Develop and use health communication strategies to support prevention and well-being, including collaborating.

d. Develop or enhance the department's ability to use social media platforms, which may include hiring a communications firm to establish/advance the department's social media presence.

e. Procure, upgrade or maintain communication technologies needed to interact with community residents in a timely manner, as well as establish and maintain ability to transmit and receive communications to and from the public on a 24/7 basis.

f. Provide information on public health issues and public health functions through multiple methods, languages, and media to a variety of audiences. This may include support for a public information officer role and/or media training for health department staff.

A2.4. Enhance or increase policy development and legal services and analysis.

a. Develop and implement strong policy development and support capabilities.

b. Invest in legal services and analysis to access and appropriately use legal services in planning, implementing, and enforcing public health initiatives, including relevant administrative rules and due process.

c. Create, champion, and implement policies, plans, and laws that impact health.

d. Promote compliance of affected individuals or organizations with public health laws including through communication, education, and training.

e. Conduct assessment of existing public health policies and their impact on social and structural determinants of health, generating data to inform health equity decision-making.

A2.5. Strengthen community partnership development and engagement.

a. Set up processes and systems to better collaborate with behavioral health partners and experts by funding behavioral health services in medically underserved communities as appropriate.

b. Support efforts to create, convene, and sustain strategic, non-program specific relationships with key health-related organizations; community groups or organizations representing populations in U.S. communities that have been economically or socially marginalized, are located in rural geographic areas, are composed of people from racial and ethnic minority groups, are medically underserved, and are disproportionately affected by COVID-19 or other priority public health problems; private businesses and health care organizations; and relevant federal, tribal, state, and local government agencies and non-elected officials.

c. Provide forums and opportunities for direct access, conversation, and engagement with communities and populations to identify and understand key health needs, gaps, and opportunities.

d. Support leadership efforts to convene external partners to consensus, with movement to action, and to serve as the trusted public face of governmental public health in the department's jurisdiction.

e. Participate in or lead a cross-sector collaborative process resulting in a comprehensive state/community health assessment (nationally recognized frameworks and tools such as Mobilizing for Action through Planning and Partnerships, County Health Rankings, and Healthy People, can be used to inform or conduct these assessments).

f. Develop and implement cross-sector state/community health improvement plans based on comprehensive community health assessment; nationally recognized frameworks and tools should be used to develop these plans.

g. Engage with the public health system and the community in identifying, prioritizing, and addressing key health needs through collaborative processes.

h. Engage with partners in the health care system to assess and improve health service availability and access.

i. Develop and implement multisector or system strategies to increase access to social services.

a. Build relationships with educational programs that promote the development of future public health workers, including partnerships to create pathways into the public health workforce.

b. Connect communities to services that support the whole person by providing robust linkages and navigation for community resources, which can include partnerships with healthcare in conducting social and structural determinants of health screening.

c. Support and resource local health department's ability to strengthen and deliver environmental health services, which can include delivering technical assistance and training, and providing timely and locally relevant information on environmental public health threats.

A2.6. Improve equity and organizational competencies addressing leadership, governance, and strategic planning.

a. Support all efforts to strategically coordinate health equity programming and practice at all levels, through a strategic vision and/or subject matter expertise which can lead and act as a resource to support such work across the department.

b. Conduct a department-wide strategic planning process, which may include hiring a facilitator external to the department or organization.

c. Support organizational improvement efforts, including reorganization processes or efforts to explore cross-jurisdictional sharing, which may be put in place to better align the agency processes, resources, and capabilities to meet today's public health needs.

d. Develop policies that foster accountability and transparency within the organizational infrastructure to prioritize equity, ethical practice, decision-making, and governance.

A2.7. As appropriate, implement plans to transition from COVID-19 emergency response and other emergency response and preparedness projects.

a. No sample activities are provided for this Key Activity.

Strategy A3: Data Modernization

There are six Key Activities included in Component A, Strategy 3. Below each of these Key Activities are sample activities for recipients to consider for their own agency. Recipients are encouraged to work closely with CDC on any activities they may want to implement that are not included in this appendix. Statewide recipients should also consider this a sample list of activities to support in local health departments and tribes, to strengthen data modernization efforts.

A3.1. Identify a data modernization director and supporting team.

a. Identify enterprise-wide steering committee to guide assessment, planning and implementation of identified priority activities.

b. Expand departmental policies, procedures, and practices to orient towards an agile procurement, planning and implementation approach for DMI implementation.

c. Engage contractors with technology, assessment, planning, system design, and implementation expertise to support activities, if needed.

Appendix 1 9

A3.2. Assess and report the current capacity, gaps, and opportunities to modernize the public health data infrastructure and workforce.

a. Complete required assessment outlining current capacity, gaps and opportunities. CDC has an assessment tool available for use by jurisdictions.

A3.3. Create implementation plans

a. Identify enterprise-wide vision and goals for data modernization. Reference the CDC-developed "north star" vision for public health data infrastructure.

b. Define technical standards for tools and services needed to achieve data modernization vision.

c. Incorporate services and resources available from CDC, other jurisdictions, public health partners, health care partners, and city/county/state governmental infrastructure.

d. Plan towards iterative outcomes that first focus on addressing problems of highest public health value and lowest technical complexity.

e. Utilize agile-focused methodologies to develop implementation plans that can be quickly implemented, are flexible and adaptable, and whose lessons learned can readily propagate and scale successes.

A3.4. Implement developed work plans to realize data infrastructure enhancements and improvements.

a. Implement agile-focused work plans to address prioritized areas of focus. Domain areas of focus can include, but are not limited to, the following areas: o Data Exchange and Systems Interoperability

- o Data and IT Governance
- o Data Analytics, Visualization, and Dissemination
- o Data Standardization and Linkage
- o System Security and Data Protection
- o Process Automation
- o Achieving Efficiencies

A3.5. Accelerate implementation by proposing innovative modernization projects to enhance data quality, exchange, dissemination, and use.

a. There are no sample activities provided for A3.5. Refer to A3.4. for areas that can be accelerated.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

8. Transactions

Contract Expenditures:

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

Match Requirements (if required by the contract):

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

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (10-2022)

Joplin City Health Department

Completed By:	Ryan Talken	Date Completed:	7/17/2023
Contact Email:	RTalken1@joplinmo.org	Contact Phone Number:	417-623-6122

Infrastructure Contract Budget

		Budget Amount		Amount allowed for Indirect
Total Contract Amount		$ 239,050.00		
Programmatic Operational Expenses (can be included in indirect)				
Personnel Services		$ 138,630.00		$ 138,630.00
Fringe Benefits		$ 92,420.00		$ 92,420.00
Travel		$ 1,000.00		$ 1,000.00
Supplies		$ 7,000.00		$ 7,000.00
Other		$ -		$ -
Contractual				
Subcontract #1	$ -			$ -
Subcontract #2	$ -			$ -
Subcontract #3	$ -			$ -
Subcontract #4	$ -			$ -
Subcontract #5	$ -			$ -
Subcontract #6	$ -			$ -
Contractual Total		$ -	Total	$ 239,050.00
Indirect (Administrative) Percent	0%			
Indirect (Administrative) Total		$ -		
Total Programmatic Operational Expenses		$ 239,050.00		
Additional Expenses (cannot be included in indirect)				
Equipment		$ -		
Rental/Lease Costs		$ -		
Participant support costs		$ -		
Tuition remission/scholarships/fellowships/student loan repayment		$ -		
Capital expenditures		$ -		
Total Additional Expenses (cannot be included in indirect)		$ -		
Total Contract Budget		$ 239,050.00		
Surplus/(Deficit)		$ -		

Budget Narrative/Justification

Programmatic Operational Expenses

Personnel Services - include name, title, role, salary or hourly rate

New posiiton Worksite Wellness Program Coordinator or similar title. Expected Salary range $45,440 to $69,143 Annually. Position will be City of Joplin Health Department Employee. Job duties will inlcude point person for programs designed to improve mental and physical health outcomes for all City of Joplin employees and their families.

Fringe Benefits - include fringe benefits as either a percentage or hourly rate for personnel listed above

Fringe Benefits calculated 40% of salary. Fringe benefits include health insurance, workmans compensation, FICA, LAGERS retirement, Life Insurance, Dental and Disability.

Supplies - include all supply purchases including general office supplies, paper, pens, toner cartridges and program supplies, etc.

Supplies will include general office supplies, Office Furniture, Computer. No single item above $5000.

Travel - include all travel anticipated and include hotel, meals, and mileage according to agency policy or CONUS rate (whichever is lower)

General Work related travel, conferences and seminars

Other - include any other expenditures that cannot be classified above and include expense details (quantities, unit price, etc.)

Contractual -include contractor name, period of performance, method of accountability, scope of work, estimated amount

Modified Total Direct Costs (MDTC) 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.

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact CLPHSCONTRACTS@health.mo.gov as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate If taking less than 10% MTDC for indirect please enter the percent into cell

Additional Expenses

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000, include items, unit price, and quantity

0

Rental/Lease - include monthly or yearly cost and rental/lease period

0

Participant Support Cost means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.

0

Tuition Remission/Scholarship and Fellowship - include description of degree and/or program and costs

$0.00

Capital Expenditures means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

$0.00

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

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

(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.

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

_____	_____
Signature of Notary	*Date*

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

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

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

_____ _____
Entity Name Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

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

_____ _____
Company Name Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

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

_____ _____
Company Name Date

EXHIBIT 3

TERMS AND CONDITIONS FOR CONTRACTOR RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: Joplin City Health Department ("Contractor") understands and agrees that the funds disbursed under this contract may only be used in compliance with section 602(c) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury ("Treasury")'s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

Period of Performance: The period of performance for this award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds provided under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

Reporting: Contractor agrees to comply with any reporting obligations established by Treasury or the State of Missouri ("State"), as it relates to this agreement. Those reporting obligations shall include, without limitation, the following:

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor's participation in this agreement, to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor's participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Contractor's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents:

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

Compliance with Applicable Law and Regulations: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this agreement.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed $25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Contractor's debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.[1]

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor's programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d* et seq.*, as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is,

[1] Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.[2]

_____ Date: _____

Signature of Authorized Representative

_____

Printed Name of Authorized Representative

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

[2] Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[3]

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401,

[3] Additionally, "in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 C.F.R.] § 5.1," 29 C.F.R. § 5.5(c) requires that another clause be included "in any such contract," *id.* For language appropriate to construction of this additional clause, see 29 C.F.R. § 5.5(c).

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed $25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.

ix. Contractors that apply or bid for an award exceeding $100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

x. A non-federal entity 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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to

procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

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

Tracking #	54258	**State:** 0% $0.00	**Federal:** 100% $239,050.00
Contract Title:	LOCAL PUBLIC HEALTH AGENCY INFRASTRUCTURE		
Contract Start:	8/1/2023 **Contract End:** 11/30/2027	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT		

CFDA: 93.967	**Research and Development:** N
CFDA Name:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award:	1NE11OE000072-01, 6NE11OE000072-01
Federal Award Name:	STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS
Federal Award Year:	2023 **DHSS #:** OE00007201A1 **Federal Obligation:** $239,050.00

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

Project Description:

Contractor shall use funds to establish, expand, train and sustain public health workforce.

COUNCIL BILL NO. 2023-454 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 August 1, 2023 and running through November 30, 2027, for the amount of up to Two Hundred Thirty-Nine Thousand, Fifty Dollars and No Cents ($239,050.00), to enable the Health Department to establish, expand, train and sustain the public health workforce, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, to sustain a public health workforce to provide services to residents of Joplin, 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of October, 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney