JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 18, 2021
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.

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

AGENDA

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Proposition Action - Listening To You

      Documents:

      PROP ACTION PPOINT FINAL.PDF
   2. Olivia Apartments Update From Sawyer Smith, Blue Haven Homes, LLC
   3. Police Department CALEA Accreditation Award
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Department Update
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Amber McCormick Requested To Speak On A TNR Program For Cats
7. **Public Hearings**
8. **Consent Agenda**

1. Minutes Of The October 4, 2021 City Council Meeting

   Documents:

   OCT. 4, 2021.PDF

2. COUNCIL BILL NO. 2021-150
   AN ORDINANCE approving an Agreement with Southern Star Central Gas Pipeline, Inc. in the amount of Four Hundred Thirty-One Thousand Nine Hundred Seventy-Six and 00/100 dollars ($431,976.00) for facility relocations required for the 32nd St. Widening project from Schifferdecker Ave. to Central City Rd. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-150.PDF

3. COUNCIL BILL NO. 2021-283
   AN ORDINANCE providing the vacation of a street right-of-way lying on property E. 11th St. between S. Rex Ave. and S. Peters Ave., City of Joplin, Jasper County, Missouri.

   Documents:

   CB2021-283.PDF

4. COUNCIL BILL NO. 2021-284
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-2 (Two Family Residential) property as described below and located at 3329 S. Jackson Ave.

   Documents:

   CB2021-284.PDF

5. COUNCIL BILL NO. 2021-285
   AN ORDINANCE establishing grades and accepting the Final Plat of Abernathy Subdivision located at the Southwest Corner of W. 22nd St. and S. Schifferdecker Ave. in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2021-285.PDF

6. COUNCIL BILL NO. 2021-286

AN ORDINANCE authorizing the City to enter into an Encroachment Agreement by and between the City of Joplin and Jeffery Neal, authorizing the Public Works Director, or his designee, to execute said Agreement by and on behalf of the City.

Documents:

CB2021-286.PDF

7. COUNCIL BILL NO. 2021-405
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2021, through October 31, 2022, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

Documents:

CB2021-405.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-163
AN ORDINANCE approving a Purchase Order be issued to VAC-CON, Inc. in the amount of Four Hundred Forty-Nine Thousand Two Hundred Fifty and 00/100 Dollars ($449,250.00) for the purchase of a Vactor Truck; and containing an emergency clause.

Documents:

SUMMARY SHEET 2021-163 VACTOR TRUCK.PDF
COUNCIL BILL 2021-163 VACTOR TRUCK (002).PDF
VACCONVACTORAGREEMENT-10072021173127.PDF

2. COUNCIL BILL NO. 2021-165
AN ORDINANCE approving a purchase order for One Hundred Four Thousand, Eight Hundred Seventeen and 70/100 Dollars ($104,817.70) with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for

Wastewater Collection System Project; 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:

CB2021-165 EXHIBIT - PO FOR WORKORDER2021-03.PDF
CB2021-165 ORDINANCE - PO FOR WORKORDER2021-03.PDF
CB2021-165 SCHEDULE OF BID PRICES - 2021-2023 TOOLBOX TOB 01-13-21.PDF
CB2021-165 SUMMARY SHEET - PO FOR WORKORDER2021-03.PDF

3. COUNCIL BILL NO. 2021-407
AN ORDINANCE authorizing the City of Joplin to execute the second amendment to Work Authorization #7 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide final implementation and administrative activities, not to exceed Fifty Thousand Dollars ($50,000) and authorizing the City Manager or his designee to execute said Amendment; and containing an emergency clause.

Documents:

CB 2021-407 AMENDMENT.PDF
CB 2021-407- SUMMARY.PDF
CB 2021-407.PDF

4. COUNCIL BILL NO. 2021-454
AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2021-454-SUMMARY SHEET.PDF
CB2021-454-COUNCIL BILL.PDF
CB2021-454-SUPPLEMENTAL ITEM CONTRACT.PDF

5. COUNCIL BILL NO. 2021-455
AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

Documents:

CB2021-455-SUMMARY SHEET.PDF
CB2021-455-COUNCIL BILL.PDF

6. COUNCIL BILL NO. 2021-456
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, 2021 and running through September 30, 2022, for the amount of up to Six Hundred Twenty Thousand, One Hundred Three Dollars and no Cents ($620,103.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri: and containing an emergency clause.

Documents:

CB2021-456-SUMMARY SHEET.PDF
CB2021-456-COUNCIL BILL.PDF
CB2021-456-SUPPLEMENTAL ITEM CONTRACT.PDF

7. COUNCIL BILL NO. 2021-522
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

Documents:

CB 2021-522 SUMMARY BUDGET AMENDMENT FY 2021.PDF
CB 2021-522 SCHEDULE A YEAR END BUDGET AMENDMENT.PDF
2021-522 BUDGET AMENDMENT ORDINANCE.PDF

8. COUNCIL BILL NO. 2021-523
AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2021 to October 31, 2022, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2021-523 SUMMARY BUDGET ADOPTION FY 2022.PDF
BUDGET SUMMARY FOR FY 2022 BUDGET.PDF
SUMMARY OF GOVERNMENTAL PROPRIETARY AND COMPONENT UNIT FUNDS FY 2022.PDF
BUDGET RECONCILIATION PROPOSED TO ADOPTED FY 2022.PDF
BUDGET FOLLOW UP FY 2022.PDF
2021-523 BUDGET ADOPTION ORDINANCE.PDF

9. COUNCIL BILL NO. 2021-524
AN ORDINANCE providing for the Fire Department Budget of the City of Joplin for the period from November 1, 2021 to October 31, 2022, estimating the appropriations for said period for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2021-524 SUMMARY FIRE BUDGET ADOPTION FY 2022.PDF
BUDGET SUMMARY FOR FY 2022 BUDGET.PDF
SUMMARY OF GOVERNMENTAL PROPRIETARY AND COMPONENT UNIT FUNDS FY 2022.PDF
BUDGET RECONCILIATION PROPOSED TO ADOPTED FY 2022.PDF
2021-524 FIRE BUDGET ADOPTION ORDINANCE.PDF

10. COUNCIL BILL NO. 2021-526
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 2021-2022; and, containing an emergency clause.

Documents:

CB 2021-526 SUMMARY NEW SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1 2021.PDF
CB 2021-526 ORDINANCE ADOPTING NEW STEP PAY PLAN EFFECTIVE NOVEMBER 1 2021.PDF
CB 2021-526 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE NOVEMBER 1 2021.PDF
CB 2021-526 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS EFFECTIVE NOVEMBER 1 2021.PDF

11. COUNCIL BILL NO. 2021-527
AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan for the Fire Department; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2021-2022; and, containing an emergency clause.

Documents:

CB 2021-527 SUMMARY NEW SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1 2021 FIRE DEPARTMENT.PDF
CB 2021-527 ORDINANCE ADOPTING NEW FIRE DEPARTMENT STEP PAY PLAN EFFECTIVE NOVEMBER 1 2021.PDF
CB 2021-527 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE NOVEMBER 1 2021.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-003
AN ORDINANCE amending Chapter 114, "Traffic," by enacting a new Article XII, "Utility Vehicles."

Documents:

SUMMARY_CB2021-003 AMENDING CHAPTER 114 TRAFFIC TO ADD A NEW ARTICLE XII UTILITY VEHICLES.PDF
CB2021-003_UTILITY VEHICLES_AMENDING CHAPTER 114 TRAFFIC

TO ADD A NEW ARTICLE XII UTILITY VEHICLES.PDF

2. COUNCIL BILL NO. 2021-406
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Owen & Eastlake Ltd.; authorizing the City Manager or his designee, Director of Planning, Development and Neighborhood Services, to execute same on behalf of the City.

   Documents:

   CB 2021-406 AGREEMENT.PDF
   CB 2021-406 SUMMARY.PDF
   CB 2021-406.PDF
   POTENTIAL DISTRICT.PDF
   CB 2021-406 COMMITTEE SUMMARY.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Confirm Appointments To Boards & Commissions

    2. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(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.

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

What is Proposition “Action”?

City of Joplin – Use Tax Election

November 2, 2021

CITY MANAGER'S "LISTENING TOUR"

- In 2020, the City Manager embarked on a "Listening Tour" to gather information on how Joplin can improve
- Designed to hear from Citizens, Community Leaders and Businesses about our City's issues and concerns
- Over 1,400 people participated with approximately 7,000 responses
- As heard in "Listening Tour" comments:

Participants clearly desire an improved Joplin

WHAT IS SOMETHING JOPLIN COULD DO BETTER?

Listening Tour Respondent Comments:

- *"Need more activities, art and positive change."*
- *"Each new business should be required to plant trees, shrubs, or flowers and beautify their space."*
- *"The City could encourage entrepreneurial efforts within the City to increase new jobs."*
- *"Tear down empty buildings or incentivize renovating them."*

WHAT IS SOMETHING JOPLIN COULD DO BETTER?

Listening Tour Respondent Comments:

- *"It is sad to see a city allow homes to deteriorate into disrepair. Better enforcement of city codes and possibly grants for home improvement."*
- *"Neighborhood cleanup…People taking pride in their homes, yards, businesses."*
- *"Clean up blighted neighborhood areas, address the dangers that these areas cause."*
- *"Keep neighborhoods clean and cared for, and don't let lots, rental properties, and buildings become overgrown and dilapidated."*

WHAT IS SOMETHING JOPLIN COULD DO BETTER?

Listening Tour Respondent Comments:

- *"Make absentee landlords responsible for maintaining their properties."*
- *"I'd like to see the empty lots and buildings be occupied."*
- *"Seeing boarded up houses and commercial buildings make the City look horrible."*
- *"The City could focus on infrastructure improvements, specifically empty houses and buildings. These degrade the whole quality of the community."*

WHAT IS SOMETHING JOPLIN COULD DO BETTER?

Listening Tour Respondent Comments:

- *"Improved community engagement with police officers."*
- *"There are some street issues and I do not see many police around town."*
- *"Drug use is rampant and property crimes, such as petty thefts are out of control."*
- *"Dealing with the homeless – the parks are beginning to be overtaken by these people who sleep, eat, and lay out all of their belongings."*

CITY COUNCIL SET GOALS TO HELP IMPROVE JOPLIN

Information from the “Listening Tour” provided the foundation for the City Council to develop a Vision and set Goals to Improve the Community and help ensure a Vibrant and Attractive City well into the future:

CITY COUNCIL GOALS:

Community Appearance | **Declining Neighborhoods** | **Economic Development** | **Address Homelessness** | **Crime & Safety** | **Resilient Revenue**



GOAL: IMPROVE COMMUNITY APPEARANCE

Promote a beautification campaign that gives the City a cleaner and greener look that makes Joplin more appealing to live, work and play



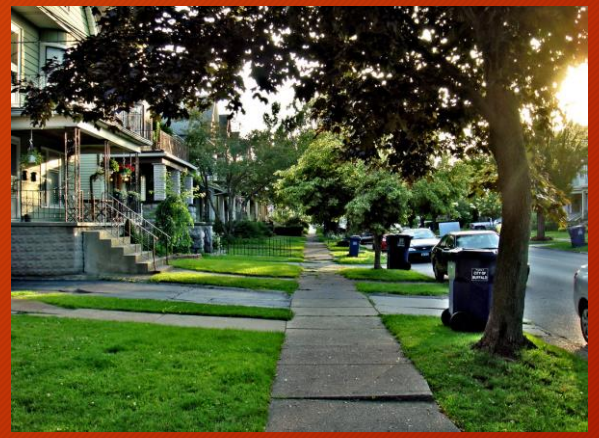




GOAL: ADDRESS NEIGHBORHOOD BLIGHT

Address neighborhood housing issues to increase value and pride in the neighborhoods that will encourage growth throughout the Community









GOAL: REDUCE CRIME AND INCREASE SAFETY

Improve Police Services, such as Community Policing and Visibility, to enhance efforts to decrease crime and drug rates, as well as boost Fire Services for a safe and secure Community for citizens to raise their families









GOAL: ADDRESS HOMELESSNESS

Work towards community supported efforts to decrease homelessness rates and panhandling









GOAL: INCREASE ECONOMIC OPPORTUNITIES

Position Joplin for growth through economic development by:

- Bringing in new business
- Creating an environment for small business and entrepreneurs to thrive
- Attracting major retail and entertainment businesses
- Utilizing SMART City technology to drive economic growth









GOAL: DEVELOP RESILIENT REVENUE



Develop resilient revenue by creating the ability to build a revenue stream to ensure funding is available for the City in order to provide critical services in any event







ACTION PLANS DEVELOPED TO ACHIEVE GOALS FOR BETTERMENT OF JOPLIN

- Goals designed to help bring additional investments, workforce and families to the Community
- Over 45 Action Plans from small to grand have been created to achieve the Goals for a better Joplin
- For a complete list and description of the Action Plans, please visit: www.joplinmo.org/actionplans
- *Here are some examples of the Action Plans*

ACTION PLANS DEVELOPED TO ACHIEVE GOALS FOR BETTERMENT OF JOPLIN

Community Appearance	Declining Neighborhoods	Economic Development	Homelessness	Crime & Safety	Resilient Revenue
Community Beautification	Housing Revitalization	Smart Cities	Maintain City Properties	Community Engagement	Modernize Revenue Sources
Complete Streets	Neighborhood Improvement Zones	Positive Marketing of City	Maintain Private Properties	Police Visibility	
Public Art	Home Repair Program	Annexation	Donation Education	Drug Enforcement	
	Reduce Vacant & Dangerous Buildings	Streamline New Business Processes	Engage with Community Partners	Recruitment & Retention	
	Joplin Homeowners Assistance			Fire Safety	
	Rental Property Inspection & Permitting			Adequate Staffing	

PROPOSITION ACTION = FUNDING FOR BETTERMENT OF JOPLIN

- Additional resources are needed to provide high level of services as Joplin grows
- Action Plans require Community Investment in both Physical Infrastructure and Public Service Personnel
- Proposition Action provides funding resources to achieve the Goals to improve Joplin that were based on Citizen Input
- Use Tax will provide additional resources needed to accomplish the Action Plans and Goals

WHAT IS A USE TAX?

USE TAX

- Applies to purchases made from out-of-state vendors that are ***shipped*** to Joplin
- Does not apply if purchase is subject to sales tax
- Local use tax always mirrors the local sales tax rate, which is currently 3.125%

SALES TAX

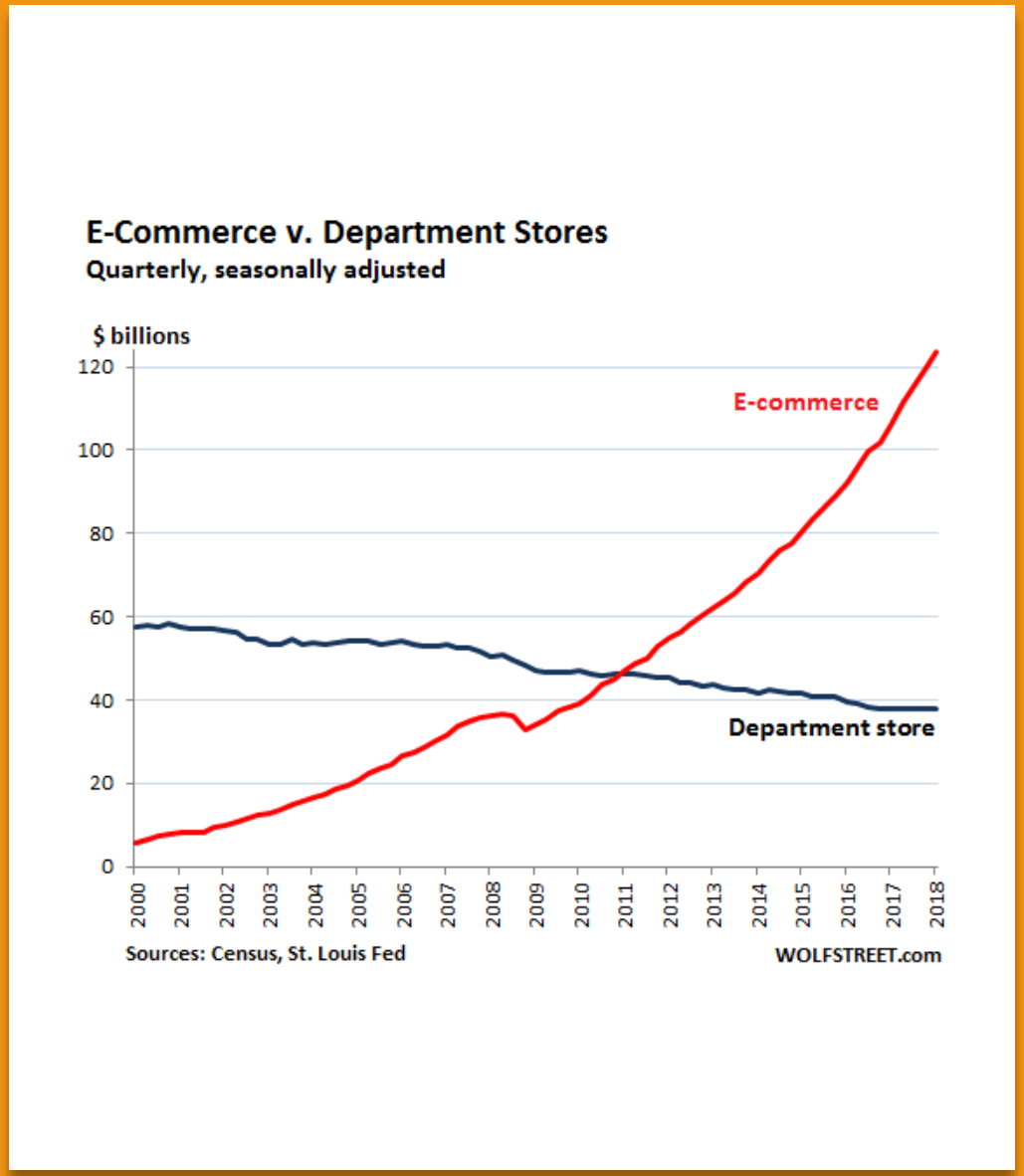
- Applies to purchases made in person at retail store at the time of purchase
- Sales tax is charged based on the location of the Seller (different cities have different tax rates)
- You never pay both a Sales Tax and a Use Tax, only one or the other applies

IS THE USE TAX A NEW TAX?

- Out-of-State stores, like Amazon, only collect the State Use Tax rate of 4.225% for online purchases, but not a city use tax like our local merchants collect a sales tax
- You currently pay City sales tax when you make a purchase at a local retailer in Joplin
- Use tax would apply to online purchases shipped to a location in Joplin
- Thus, it is the same as the City sales tax you pay locally, but will be applied to online purchases from out-of-state vendors

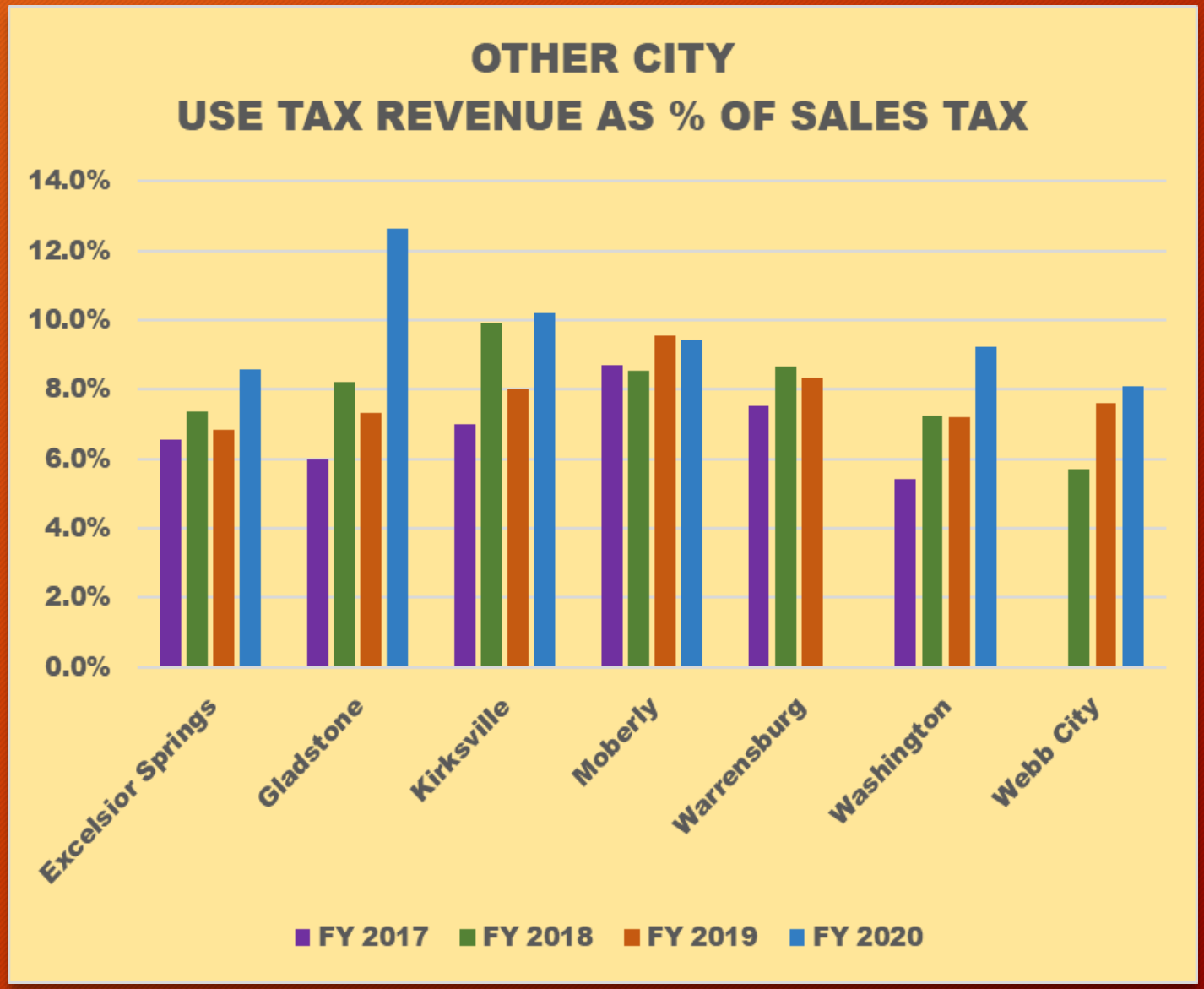
IMPACT OF ONLINE PURCHASES

- Lack of a Use Tax in place negatively impacts our own Community:
  - Erodes sales tax collections, limiting resources to provide critical City services
- Online purchases impact City services such as:
  - Delivery trucks travel on the streets built and maintained by the City
  - Police Department investigates any stolen deliveries



USE TAX COLLECTIONS BY OTHER CITIES IN COMPARISON TO GENERAL SALES TAX

- Over half of Missouri cities currently have a use tax in place
- While the exact revenue the use tax will generate in Joplin is unknown, utilizing this chart, annual collections are estimated to be approximately $3.7 million



USE TAX IS IMPORTANT TO LOCAL BUSINESSES

- Local businesses face an UNFAIR advantage to out-of-state businesses when local taxes are avoided
- Helps retain local businesses, in turn keeping local jobs in our Community
- Provides a level playing field for our local businesses



IN CASE YOU MISSED THIS STORY…….

- Local Business Owner:

Endured Bankruptcies, bad decisions, corporate closures, but *COULD NOT OVERCOME INTERNET PURCHASING*



THE JOPLIN GLOBE

After 50 years in business, owner to close final Joplin RadioShack store

Jun 8, 2018

Owner Ron Jones will close his RadioShack store at 731 S. Maiden Lane later this month, marking the end of a 50-year run in Joplin. While Jones and his crew were able to stave off bankruptcies, bad decisions and closures dealt to corporate stores, **internet purchasing became too much to overcome, he said.**

PROPOSITION "ACTION" – NOVEMBER 2, 2021

USE TAX ELECTION – CITY OF JOPLIN

"In an attempt to eliminate the un-fair advantage enjoyed by out-of-state vendors over local vendors, shall the City of Joplin impose a local use tax at the same rate as the total local sales tax rate, currently three and one-eighth percent (3 1/8%), provided that if any local sales tax is repealed, reduced, or raised by voter approval, the local use tax rate shall also be repealed, reduced or raised by the same action?" A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars ($2,000.00) in any calendar year."

PROPOSITION "ACTION" – NOVEMBER 2, 2021

USE TAX ELECTION – CITY OF JOPLIN

- Proposition Action is an important issue for the future improvement of Joplin
- Visit www.joplinmo.org/elections for additional Proposition Action details

WHAT WOULD YOU LIKE TO SEE CHANGE IN JOPLIN OVER THE NEXT 5, 10 AND 15 YEARS?

- Goals through the Action Plans require funding from a Use Tax
  - Improved Public Safety
  - Desirable Neighborhoods
  - City-wide Beautification
  - Long-Term Sustainability through Economic Development

WHAT WOULD YOU LIKE TO SEE CHANGE IN JOPLIN OVER THE NEXT 5, 10 AND 15 YEARS?

- For an improved, vibrant and attractive Joplin, Community must unite, support each other, communicate and collaborate
- Without additional resources for the City, the Goals are only aspirational and results in the status quo

PROPOSITION "ACTION" – NOVEMBER 2, 2021

USE TAX ELECTION – CITY OF JOPLIN

- We've listened to your input
- Now we're working towards a vision to bring about the Community you want
- ***Please exercise your right to Vote on November 2, 2021***
- We appreciate your time and attention, *Thank You!*

JOPLIN CITY COUNCIL
OCTOBER 4, 2021
MEETING MINUTES

CALL TO ORDER

The October 4, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

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

PRESENTATIONS

Mayor Stanley presented a resolution to Dan Pekarek to recognize Dan upon his retirement after 35 years of service to the City of Joplin. Dan served as Public Health Director for 23 years and led significant public health projects to assist and protect the wellbeing of citizens. He served as Interim City Manager from March 2019 through March 2020 and was named Assistant City Manager in June 2020. During his time with the City, Dan worked closely with the Environmental Protection Agency and helped establish the Jasper and Newton Counties Community Health Collaborative and Emergency Healthcare Coalition. He received the prestigious 2021 W. Scott Johnson Award in recognition of his distinguished service in the field of public health in Missouri and in commemoration of his skills, integrity, devotion to duty and constructive leadership. Dan served on numerous local and state committees and his contributions to the City and community are greatly appreciated. Mayor Stanley noted that Dan Pekarek was awarded a Key to the City during a recognition event at Mercy Park on October 1. The award is the highest honor bestowed by the City Council to acknowledge the contributions of an individual furthering the ideals of the city and to recognize outstanding achievements for longevity work to the City of Joplin.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATION

Health Dept. Update

Health Director Ryan Talken stated the downward trend continues for positive Covid cases and hospitalizations. He encouraged the standard procedures of staying home if you feel ill, wash hands frequently, and wear a mask when social distancing can't be practiced. For information on Covid testing and vaccination clinics, call the Health Dept. at 417-623-6122.

News from Public Information Officer, Lynn Onstot

Joplin High School's Parade is Wednesday, October 6, at 6:30 p.m. It will be on Main Street and run from 3rd Street to 7th street. Joplin Eagles will host Carthage Tigers for their Homecoming Game at 7 p.m. at Junge Stadium on Junge Boulevard. Both teams are 6 and 0.

Beginning Monday October 11, the west entrance to City Hall will be closed during normal business hours. Access to the building will only be available by using the Main Street entrance or the 6th Street entrance. This closure will allow contractors to safely continue the brick restoration along the west corners of City Hall. Access to the utility payment box located on the west side near the alley will be also closed during business hours. The drop box will be accessible during evening and weekend hours. These closures will be in effect for approximately two weeks, with completion set for October 25. We appreciate everyone's understanding during this time.

The First Thursday Art-Walk will take place this Thursday, October 7 from 5:30 to 8:30 p.m. from Fourth to Seventh Streets on Main Street and on Joplin Avenue. At 5 p.m. that day, the National Arts & Humanities Month kickoff will take place in Spiva Park at 4th and Main. The ceremony will include several music, poetry, and an introduction by Linda Teeter of ArtWalk. The Arts community will also receive a Proclamation recognizing this month presented by Mayor Stanley. This ArtWalk marks the completion of the 14th season of this event. For more information check out Joplin Arts District Facebook page.

The City's tree limb and brush drop-off site will be open Friday, October 15 and Saturday, October 16 from 8:30 a.m. to 2 p.m. The drop-off site is located at 1702 North Schifferdecker Avenue, about ½ mile north of Belle Center Road on the west side of Schifferdecker. Drop offs are free of charge for Joplin residents. This will conclude the scheduled limb drop off program for this year. In November crews will be preparing for the City's Leaf Pick Up program. Generally, leaf pick up starts the Monday after Thanksgiving. So please watch for announcements in the near future.

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

CITIZEN REQUESTS AND PETITIONS

Amber McCormick postponed her request to speak on about changing some city ordinances to allow a future TNR program to get cat population under control.

PUBLIC HEARINGS

Public Hearing procedures were read by City Clerk Barbara Gollhofer

Public Hearing for Resolution No. 2021-016

Mayor Stanley opened the Public Hearing

No one spoke in favor of this item

Penny Amiet, Joplin, spoke in opposition to this item due to the increased traffic, loud noises, property, and operating a business illegally.

Deborah Ferguson spoke in opposition to this item and stated the home is located near a hidden corner which makes driving in the area treacherous and dangerous; and there is increased trespassing on residents' property.

Gary Jordan spoke in opposition to this item because he has concerns for the safety of the children in the area and he can smell drugs.

The Public Hearing was closed.

Resolution No. 2021-016
City Clerk Barbara Gollhofer stated there was a protest result of 88.2136% against this item.

Mr. Cortez introduced Resolution No. 2021-016 - a resolution granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 4477 Bradley, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Shaw to strike Resolution No. 2021-016. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Resolution No. 2021-016 was **stricken.**

Public Hearing for Council Bill No. 2021-283
Mayor Stanley opened the Public Hearing

Kyle Cox spoke in favor of this item because he owns several nearby properties and thinks this is a good opportunity for future development.

Gil Stevens spoke in favor of this item. He is the real estate broker for the property and believes the request will benefit a future duplex project.

No one spoke in opposition to this item.

The Public Hearing was closed.

Council Bill No. 2021-283
Mr. Lawson introduced Council Bill No. 2021-283 - an ordinance providing the vacation of a street right-of-way lying on property E. 11th St. between S. Rex Ave. and S. Peters Ave., City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Cortez to pass Council Bill No. 2021-283 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-283**.

Public Hearing for Council Bill No. 2021-284
Mayor Stanley opened the Public Hearing
Matt McConnell spoke in favor of this item and stated he is the project developer.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-284
Mr. Stinnett introduced Council Bill No. 2021-284 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-2 (Two Family Residential) property as described below and located at 3329 S. Jackson Ave. Motion by Mr. Stinnett, second by Mr. Monteleone to pass Council Bill No. 2021-284 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-284**.

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

Minutes of the September 20, 2021 City Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-149

Mr. Cortez introduced Council Bill No. 2021-149 - an ordinance approving an Agreement with Missouri-American Water Company (MAWC) in the amount of Two Hundred Thirty-Two Thousand Five Hundred and 00/100 dollars ($232,500.00) for water facility relocations required for the 32nd St. Widening project from Schifferdecker Ave. to Central City Rd. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2021-149 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-149 was declared adopted and entitled **Ordinance No. 2021-130**

COUNCIL BILL NO. 2021-151

Mr. Monteleone introduced Council Bill No. 2021-151- an ordinance approving an Agreement with Paragon Architecture, LLC in the not to exceed amount of Two Hundred Ninety Thousand Four Hundred and 00/100 dollars ($290,400.00) for architectural design services for Joplin Fire Station #7 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Monteleone second by Mr. Lawson that Council Bill No. 2021-151 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 8. Nays: Stinnett, 1. Council Bill No. 2021-151 was declared adopted and entitled **Ordinance No. 2021-131**

COUNCIL BILL NO. 2021-161

Dr. Reid Adams introduced Council Bill No. 2021-161 - an ordinance authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Two Million Eleven Thousand Seven Hundred Thirty- Four and 60/100 Dollars ($2,011,734.60) for the Joplin Creek Interceptor project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Copple that Council Bill No. 2021-161 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-161 was declared adopted and entitled **Ordinance No. 2021-132**

COUNCIL BILL NO. 2021-162

Mr. Shaw introduced Council Bill No. 2021-162- an ordinance approving a Purchase Order be issued to Summit Truck Group in the amount of One Hundred Sixty-Five Thousand Nine Hundred Thirty-Eight and 11/100 Dollars ($165,938.11) for the purchase of a Pothole Patch Truck; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2021-162 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-162 was declared adopted and entitled **Ordinance No. 2021-133**

COUNCIL BILL NO. 2021-356

Mr. Shaw introduced Council Bill No. 2021-356 - an ordinance approving the contract by and

between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 715 W 4TH St. in the City of Joplin, Missouri, for Six Thousand Two Hundred dollars ($6,200.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2021-356 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-356 was declared adopted and entitled **Ordinance No. 2021-134**

COUNCIL BILL NO. 2021-357

Mr. Copple introduced Council Bill No. 2021-357 - an ordinance approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 928 Murphy Ave. in the City of Joplin, Missouri, for Five Thousand One Hundred dollars ($5,100.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill No. 2021-357 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-357 was declared adopted and entitled **Ordinance No. 2021-135**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-150

Mr. Stinnett introduced Council Bill No, 2021-150 -an ordinance approving an Agreement with Southern Star Central Gas Pipeline, Inc. in the amount of Four Hundred Thirty-One Thousand Nine Hundred Seventy-Six and 00/100 dollars ($431,976.00) for facility relocations required for the 32nd St. Widening project from Schifferdecker Ave. to Central City Rd. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2021-150 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-150**

COUNCIL BILL NO. 2021-285

Mr. Cortez introduced Council Bill No. 2021-285 - an ordinance establishing grades and accepting the Final Plat of Abernathy Subdivision located at the Southwest Corner of W. 22nd St. and S. Schifferdecker Ave. in the City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2021-285 be passed on Frist Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-285**

COUNCIL BILL NO. 2021-286

Mr. Stinnett introduced Council Bill No. 2021-286 - an ordinance authorizing the City to enter into an Encroachment Agreement by and between the City of Joplin and Jeffery Neal, authorizing the Public Works Director, or his designee, to execute said Agreement by and on behalf of the City. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2021-286 be passed on Frist Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 8.

Nays: 0. Absent: 0. Abstention: Williams, 1. The bill was read as **Council Bill No. 2021-286**

COUNCIL BILL NO. 2021-405

Mr. Lawson introduced Council Bill No. 2021-405 - an ordinance approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2021, through October 31, 2022, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City. Motion by Mr. Lawson, second by Ms. Williams that Council Bill No. 2021-405 be passed on Frist Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-405.**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional Request to Address Council

Eileen Donnelly spoke on the (transit drivers) retention issue, pay scale and their importance to the community.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(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. Cortez, second by Mr. Monteleone to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9.

There being no further business, the meeting was adjourned at 8:00 p.m.

Respectfully,

Barbara Gollhofer, City Clerk, MPCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-150 Utility Relocation Agreement between City of Joplin and Southern Star Central Gas Pipeline, Inc., for the 32nd St. Widening Project from Schifferdecker Avenue to Central City Road

MEETING DATE
October 4, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-150; Agreement; Location Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Southern Star Central Gas Pipeline, Inc. in the amount of Four Hundred Thirty-One Thousand Nine Hundred Seventy-Six and 00/100 dollars ($431,976.00) for facility relocations required for the 32nd St. Widening project from Schifferdecker Ave. to Central City Rd.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd Street from Schifferdecker Ave. to Central City Road. In July 2021, City Council approved a construction agreement with Emery Sapp & Sons, Inc. (ESS) for the widening of 32nd Street. Completion of this project requires the relocation of a 20" mainline gate setting located at the northwest corner of 32nd Street and Country Club Drive. Southern Star will perform this relocation in the spring of 2022.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2021-150, Agreement with Southern Star Central Gas Pipeline, Inc. in the amount of Four Hundred Thirty-One Thousand Nine Hundred Seventy-Six and 00/100 dollars ($431,976.00) for facility relocations required for the 32nd St. Widening project from Schifferdecker Ave. to Central City Rd. on first reading.

STATE OF MISSOURI TRACT 32948

COUNTY OF JASPER LINE FP

RELOCATION AND REIMBURSEMENT AGREEMENT
City of Joplin Project Number 015-2768
32nd Street Widening, Central City Road to Schifferdecker Avenue

THIS AGREEMENT, entered into by and between SOUTHERN STAR CENTRAL GAS PIPELINE, INC. (formerly Cities Service Gas Company), a Delaware Corporation with its principal place of business being 4700 State Route 56, Owensboro, Kentucky 42304 respectively, hereinafter referred to as "COMPANY" and THE CITY OF JOPLIN, Missouri, a Missouri Municipality having an address of 602 S. Main, Joplin, MO 64801, hereinafter referred to as "CITY". COMPANY and CITY may be individually referred to as "PARTY" or collectively as "PARTIES";

WITNESSETH:

WHEREAS, COMPANY is the owner of COMPANY's FACILITIES and easements, therefore across the following land to wit:

WHEREAS, by virtue of a certain Right of Way Contract, Granting of Condemnation from the Circuit Court of Jasper County, Missouri to Cities Service Gas Company on the 27th day of September, 1977. Said Tract being described as: E/2 Sec. 19, T27N, R33W, except N/2 NW/4 NE/4 of said Section, Newton County, Missouri and all of the SE/4 and all of the E 1000' of the NE/4 lying S of the Railroad tracks in Sec. 18, T27N, R33W, except Railroad right-of-way and except the South 35 feet for roadway, Jasper County, Missouri. Recorded in Recorder of Deeds Office, Jasper County, Missouri in Book 1204, Pages 1703- 1720).

WHEREAS, COMPANY owns and operates a Twenty Inch (20") natural gas pipeline designated as "FP" with valves and other appurtenances thereto ("COMPANY's FACILITIES") across property described in the above-referenced agreements belonging to the landowners of record at the time the right of way and easement agreements were granted; and

WHEREAS, the CITY desires that the COMPANY's FACILITIES be relocated for improvements to 32nd Street, from Central City Road to Schifferdecker Avenue in which the City of Joplin shall widen the existing roadway (the "IMPROVEMENTS") located in the part of SE/4 SE/4 SE/4 of Section 18 Township 27N Range 33W, Jasper County, MO; and

WHEREAS, under the terms of this Agreement, COMPANY is willing to relocate COMPANY's FACILITIES to accommodate the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, COMPANY and CITY agree as follows:

1. COMPANY shall relocate a 20" Mainline Gate Setting for the IMPROVEMENTS as shown on "Public Street Plans for 32nd Street Widening, Central City Rd. to Schifferdecker Ave., Sections 17, 18, 19 & 20, Township 27N, Range 33W, City of Joplin, Missouri, Jasper & Newton Counties, Missouri, dated September 21, 2020 3:46 pm designated as "Exhibit A & B" attached hereto and made a part hereof. The CITY shall be responsible for any and all costs associated with the planning, design, engineering,

development, and relocation of COMPANY's FACILITIES. Where relocation has occurred, CITY agrees to prepare, and COMPANY agrees to execute and deliver to CITY, a partial release of COMPANY's existing private easement along 32nd Street.

2. CITY agrees that upon execution of this Agreement to reimburse COMPANY $431,976.00 (the "PAYMENT") for the CITY's costs and charges for the relocation of COMPANY's FACILITIES. This estimate, designated as "Exhibit C" attached hereto and made a part hereof, is not considered to be a minimum or a maximum.

   Should the total relocation cost be less than the PAYMENT, COMPANY shall refund the difference to CITY within thirty (30) days of the COMPANY's final accounting. In the event the actual costs and charges for the relocation of COMPANY's facilities exceed the PAYMENT, the CITY shall pay the COMPANY the balance due within thirty (30) days of the date of COMPANY's invoice.

3. CITY shall be responsible for any and all costs associated with relocation of COMPANY's FACILITIES, including without limitation, acquisition of necessary land rights, permits, engineering, drafting, surveying, construction, materials, company labor, overheads and any legal costs associated therewith.

4. COMPANY reserves the right upon written demand to secure additional advances from the CITY in the event that the CITY alters its IMPROVEMENTS in any manner, including without limitation, changes in the scope of work of the IMPROVEMENTS or changes in the relocation of COMPANY's FACILITIES.

5. CITY agrees to advance the COMPANY the balance of the monies due under this Agreement. In order to ensure proper and timely credit of the payment to the COMPANY, payment must be mailed to the following address and to the attention of the person below:

   SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
   Attn: Property Accounting – Job C63825
   4700 State Route 56
   Owensboro, KY 42301

6. In the event a PARTY requires a change in work, additional work to be done, or requires additional or different material to be used ("CHANGE[S]"), CITY agrees to pay COMPANY all additional indirect and direct costs incurred by COMPANY to accommodate any and all CHANGES made by a PARTY.

7. Subject to any natural gas commitments, COMPANY will endeavor to commence performance of work contemplated by this Agreement with reasonable diligence once all land rights and permits have been secured for the relocation provided that COMPANY shall not be obligated to commence or continue performance of the work in the event, in COMPANY's sole opinion, weather conditions or an event of force majeure prevents such work by COMPANY or its contractor. In no event shall COMPANY be liable for any consequential or incidental damages to CITY or any person or entity, including, without limitation, any third-party beneficiary to this Agreement.

8. To the fullest extent permitted by law, and subject to the limitations of the Missouri Tort Claims Act, CITY agrees to indemnify, save and hold harmless COMPANY, its parent, affiliates, and the employees, officers, directors, and agents thereof, from and against any loss, claim, cost or expense incurred by COMPANY including without limitation, losses resulting from claims for damage to property or injuries to or death of persons, and judgments, court costs and attorneys' fees which directly result from arise out of, or are claimed to have arisen out of, the construction, maintenance or other operations of CITY, its contractors and subcontractors, on any CITY property or easements. Prior to the commencement of the construction proposed hereunder, CITY shall provide COMPANY certificates of insurance evidencing coverage of $1,000,000.00 general liability for the construction of the proposed IMPROVEMENTS and containing thirty (30) days' notice of cancelation. This paragraph shall survive termination of this Agreement.

9. All work performed on COMPANY property and easements shall be performed in a workmanlike manner and in compliance with acceptable governmental and industry standards and codes. CITY agrees that it

shall be responsible for the full cost of restoration of the area(s) disturbed.

10. COMPANY shall make efforts to have the relocation of COMPANY's FACILITIES completed before June 1, 2022 unless delayed for adverse weather or force majeure events.

11. CITY acknowledges that the natural gas pipeline is cathodically protected and hereby relieves COMPANY of any liability for damage to any IMPROVMENTS or any additions thereto due to said cathodic protection.

12. COMPANY will be required to obtain environmental approvals prior to the CITY performing work on COMPANY's workspace. COMPANY anticipates approvals being received prior to April 1, 2022 unless unforeseen issues arise. COMPANY will not be liable for any costs associated with CITY's work being delayed for COMPANY failing to obtain the environmental permits by April 1, 2022. Upon authorization to proceed by COMPANY, CITY will remove the habitats (trees, brush, etc.) for species protected by the Migratory Bird Treaty Act along with the habitats for the Northern Long-eared Bat on COMPANY's workspace prior to April 1, 2022. Failure to remove the habitats by April 1, 2022 will require COMPANY to perform environmental field assessments that may identify the presence of these species resulting in the construction start being delayed. CITY will be responsible for all costs associated with these delays

13. If CITY determines that relocation of COMPANY's FACILITIES is no longer necessary or shall be delayed, CITY may terminate this Agreement by providing written notice to COMPANY. CITY shall compensate COMPANY for all purchased materials and costs associated with the project, including costs associated with the return of materials purchased, engineering costs, and land acquisition costs incurred up to and including the date of cancellation. COMPANY shall apply the PAYMENT towards all costs incurred and refund the remaining PAYMENT funds within sixty (60) days of COMPANY closing its books on the project and final accounting.

14. In the event of a dispute, the PARTIES agree that they shall, in good faith, seek alternative means to resolve the dispute.

15. This Agreement does not create, and shall not be construed as creating, a partnership, joint venture, fiduciary, franchise, association or similar relationship between the parties hereto.

16. Neither this Agreement nor any provision contained herein may be amended, waived, discharged or terminated, except by an instrument in writing signed by the party against which enforcement of such amendment, waiver, discharge or termination is sought.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to the choice of law provisions. The parties hereto (i) agree that venue is proper in any judicial proceeding brought in connection with a dispute arising under this Agreement in any state or federal court of competent jurisdiction located within the state of Missouri. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE AGREEMENT.

18. Entire Agreement. This Agreement and the documents delivered pursuant hereto constitute the entire agreement between COMPANY and CITY with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between COMPANY and CITY with respect to the subject matter hereof.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement can be electronically signed, and electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Electronic copies of any signed original agreement will be deemed the same as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

[*signature page to follow*]

CITY OF JOPLIN, MISSOURI:	SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
_____	_____
By: David Hertzberg_____	By: Shawn Patterson
Name: _____	Name: _____
Title: Director of Public Works	Title: Chief Operations Officer

STATE OF MISSOURI

COUNTY OF JASPER

ACKNOWLEDGEMENT OF CITY

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____day of_____, 2021, personally appeared David Hertzberg, who being duly sworn, did say that he is Director of Public Works, of the City of Joplin, Missouri, a Missouri Municipal corporation and that said instrument was signed on behalf of said City by authority of its City Council, and said Director of Public Works acknowledged said instrument to be the free act and deed of said City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year above written.

_____
Notary Public

My Commission Expires:_____

COMMONWEALTH OF KENTUCKY

COUNTY OF DAVIESS

ACKNOWLEDGEMENT FOR CORPORATION

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on the _____day of _____, 2021, personally appeared Shawn Patterson who being duly sworn, did say that he is the Vice President and Chief Operations Officer of Southern Star Central Gas Pipeline, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and Shawn Patterson acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year written above.

_____
Notary Public

My Commission Expires: _____

PUBLIC STREET PLANS FOR

32ND STREET WIDENING

CENTRAL CITY RD. TO SCHIFFERDECKER AVE.

SECTIONS 17, 18, 19 & 20, TOWNSHIP 27N, RANGE 33W

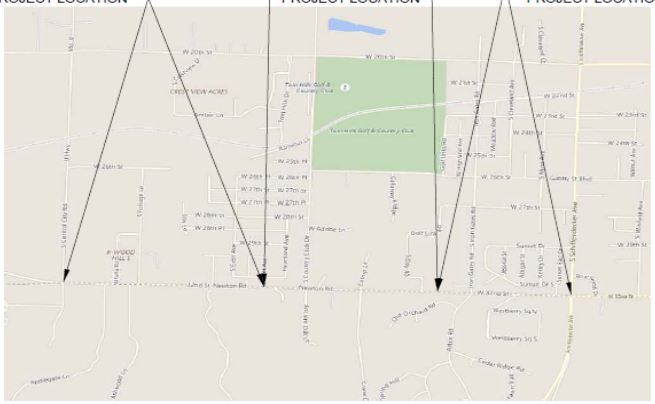
CITY OF JOPLIN, MISSOURI

JASPER & NEWTON COUNTIES, MISSOURI

"A" PLANS PROJECT LOCATION

"B" PLANS PROJECT LOCATION

"C" PLANS PROJECT LOCATION



LOCATION MAP

NOT TO SCALE

LEGEND

SURVEY CONTROL POINT
SURVEY BENCHMARK
SURVEY TEMPORARY BENCHMARK
GAS METER
GAS RISER
GAS MANHOLE
GAS REGULATOR
TELEVISION PEDESTAL
FIBER BOX
FIBER PEDESTAL
CABLE BOX
CABLE VAULT
TELEPHONE PEDESTAL
STORM MANHOLE
STORM GRATE
SANITARY MANHOLE
YARD LIGHT
LIGHT POLE
POWER POLE
POWER POLE W/ LIGHT
GUY WIRE
STUMP
BUSH
EVERGREEN TREE
DECIDUOUS TREE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL MANHOLE
TRAFFIC SIGNAL POLE W/ ARM
TRAFFIC SIGNAL POLE
TRAFFIC SIGNAL CONTROL BOX
TRAFFIC SIGNAL PEDESTAL
ELECTRIC MANHOLE
ELECTRIC METER
ELECTRIC PANEL
ELECTRIC BOX
ELECTRIC CABINET
ELECTRIC JUNCTION BOX
SPRINKLER HEAD
SPRINKLER CONTROL VALVE
WATER METER PIT
WATER METER
WATER VALVE
FLAG POLE
SIGN
BOLLARD
WOOD POST
STEEL POST
COLUMN
BORE HOLE

SECTION LINE
PROPERTY LINE
CENTER LINE
PROPOSED ROW LINE
EXISTING ROW LINE
UTILITY EASEMENT
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
PROPOSED MAJOR CONTOUR
PROPOSED MINOR CONTOUR
EXISTING TELEPHONE LINE
EXISTING SANITARY LINE
EXISTING STORM LINE
EXISTING GAS LINE
EXISTING WATER LINE
EXISTING CHAIN LINK FENCE
EXISTING OVERHEAD ELECTRIC
EXISTING FIBER OPTIC CABLE
EXISTING FIRE LINE
GRADING LIMITS
TEMPORARY CONSTRUCTION EASEMENT
PROPOSED PERMANENT EASEMENT
PROPOSED CHAIN LINK FENCE
PROPOSED WOOD PRIVACY FENCE
EXISTING TREELINE
CONSTRUCTION LIMITS
UNDERBRUSH

ASPHALT PAVEMENT
CONCRETE SIDEWALK
CONCRETE DRIVE
AGGREGATE SURFACE
ASPHALT OVERLAY
STAMPED CONCRETE PAVEMENT
DETECTABLE WARNING SURFACE
CURB RAMP
ROCK BLANKET

ABBREVIATION TABLE

M.G.	MATCH GRADE
PVT.	PAVEMENT
T.O.C.	TOP OF CURB
B.C.	BACK OF CURB
E.P.	EDGE OF PAVEMENT
R/W	RIGHT-OF-WAY
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
PROP.	PROPOSED
EXIST.	EXISTING
TYP.	TYPICAL
(R)	REMOVAL
CONST.	CONSTRUCT
T.B.M.	TEMPORARY BENCHMARK
C.P.	CONTROL POINT
D.N.C.	DO NOT CHECK/FIELD
U.I.P.	USE IN PLACE
ADJ.	ADJUST
EL.	ELEVATION
EASMT.	EASEMENT
B-B	BACK OF CURB TO BACK OF CURB DIMENSION
℄	CENTERLINE

MISSOURI ONE CALL SYSTEM, INC.
1-800-DIG-RITE = 811
www.mo1call.com

THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL LINES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "1-800-DIG-RITE" AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES. (1-800-DIG-RITE CALL BEFORE YOU DIG!)

DESIGN DESIGNATION

MAJOR ARTERIAL
DESIGN SPEED: 40 MPH
POSTED SPEED: 40 MPH
CLEAR ZONE = 16'



SECTION 17,18, 19 & 20, T-27-N, R-33-W
JASPER & NEWTON COUNTIES, MISSOURI

VICINITY MAP

UTILITIES INFORMATION

ELECTRIC
LIBERTY UTILITIES
602 JOPLIN ST., JOPLIN, MO 64801
BOB BATCHAR
(417) 625-5160

NATURAL GAS
SPIRE ENERGY
520 E. 4TH ST., JOPLIN, MO 64801
KEN MITCHELL
(417) 626-4831

TELEPHONE
AT&T
321 W. 4TH ST., JOPLIN, MO 64801
KENNETH HENSWORTHY
(417) 625-8090

WATER
MISSOURI-AMERICAN WATER CO.
2650 E. 32ND ST. – SUITE 121
JOPLIN, MO 64804
DAVID QUINN
(417) 623-0676 EXT. 1004

CABLE TELEVISION
CABLE ONE DIGITAL
112 E. 32ND ST., JOPLIN, MO 64804
RANDY HENNESY
(417) 206-0399

INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	GENERAL LAYOUT PLAN
3–6	CURB GRADE CONTROL AND ALIGNMENT DATA
7	GENERAL NOTES
8	OVERALL SUMMARY OF QUANTITIES
9–12	GEOTECHNICAL BORE LOCATIONS AND BORE LOGS
13–21	CONSTRUCTION SEQUENCING
~~22–29~~	~~STREET LIGHTING PLANS~~
~~30–31~~	~~LIGHTING AND ELECTRICAL DETAILS~~
32	SANITARY SEWER EXTENSION PLAN
33–34	STANDARD DETAILS PAVING DETAILS
35–42	STORM DRAIN DETAILS
43–45	RETAINING WALL DETAILS

"A" PLANS - CENTRAL CITY RD. TO JENNIFER AVE

A1	TITLE SHEET
A2	SUMMARY OF QUANTITIES
A3–A9	RIGHT-OF-WAY AND EASEMENT PLANS
A10–A16	DEMOLITION AND REMOVAL PLANS
A17–A20	TYPICAL SECTIONS
A21–A34	ROADWAY PLAN AND PROFILES
A35–A37	SIDE STREET PLAN AND PROFILES
A38–A41	INTERSECTION LAYOUTS
A42–A43	DRIVE LAYOUTS
A44–A45	DRAINAGE AREA MAP AND CALCULATIONS
A46–A51	STORM DRAIN PROFILES
A52–A58	STRIPING PLANS
A59–A95	CROSS SECTIONS

"B" PLANS - JENNIFER AVE. TO E. OF DAY RD.

B01	TITLE SHEET
B02	SUMMARY OF QUANTITIES
B03–B12	RIGHT-OF-WAY AND EASEMENT PLANS
B13–B21	DEMOLITION AND REMOVAL PLANS
B22–B24	TYPICAL SECTIONS
B25–B38	ROADWAY PLAN AND PROFILES
B39–B48	SIDE STREET PLAN AND PROFILES
B49–B49	INTERSECTION LAYOUTS
B50–B54	DRIVE LAYOUTS
B55–B57	DRAINAGE AREA MAP AND CALCULATIONS
B58–B70	STORM DRAIN PROFILES
B71	RETAINING WALL PLAN AND PROFILES
B72–B79	STRIPING PLANS
B80–B120	CROSS SECTIONS

"C" PLANS - E. OF DAY RD. TO SCHIFFERDECKER

C1	TITLE SHEET
C2	SUMMARY OF QUANTITIES
C3–C7	RIGHT-OF-WAY AND EASEMENT PLANS
C8–C12	DEMOLITION AND REMOVAL PLANS
C13–C14	TYPICAL SECTIONS
C15–C24	ROADWAY PLAN AND PROFILES
C25–C26	SIDE STREET PLAN AND PROFILES
C27–C28	INTERSECTION LAYOUTS
C29–C31	DRIVE LAYOUTS
C32–C33	DRAINAGE AREA MAP AND CALCULATIONS
C34–C36	STORM DRAIN PROFILES
C37–C41	STRIPING AND SIGNAGE PLANS
C42–C68	CROSS SECTIONS

PREPARED & SUBMITTED BY:

OLSSON
702 S. MAIN STREET
JOPLIN, MISSOURI 64801

BRIAN COOMES P.E. DATE

I CERTIFY THESE PLANS WERE PREPARED BY ME OR UNDER MY IMMEDIATE PERSONAL SUPERVISION.

APPROVED BY:

CITY OF JOPLIN, MISSOURI

CITY ENGINEER DATE

olsson

Olsson - Civil Engineering
Missouri Certificate of Authority #001392
702 S. Main St
Joplin, MO 64801

TEL. 417.781.0643 www.olsson.com

PRELIMINARY
NOT FOR CONSTRUCTION

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
		REVISIONS	

OVERALL TITLE SHEET

32ND STREET WIDENING
CITY OF JOPLIN

JOPLIN, MISSOURI

2020

drawn by: DMW/CWS
checked by: PMT/BRC
approved by: BRC
QA/QC by: PMT/BRC
project no.: 015-0768
drawing no.: S_TTL_ROW
date: 8.14.2020

SHEET
1 of 45

Exhibit "A"

Exhibit "B"

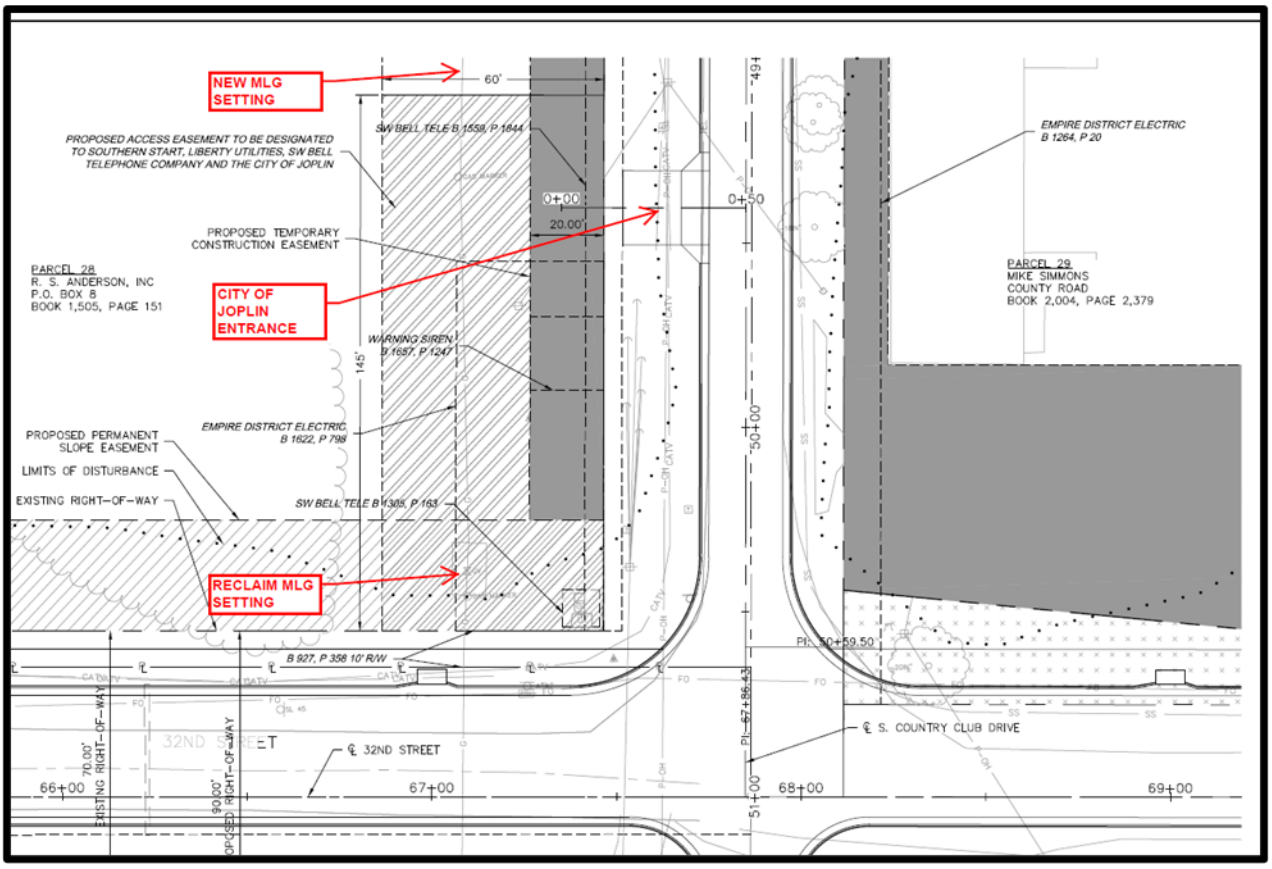

NEW MLG SETTING
60'
SW BELL TELE B 1558, P 1644
PROPOSED ACCESS EASEMENT TO BE DESIGNATED TO SOUTHERN START, LIBERTY UTILITIES, SW BELL TELEPHONE COMPANY AND THE CITY OF JOPLIN
0+00
20.00'
0+50
EMPIRE DISTRICT ELECTRIC B 1264, P 20
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PARCEL 28
R. S. ANDERSON, INC
P.O. BOX 8
BOOK 1,505, PAGE 151
CITY OF JOPLIN ENTRANCE
PARCEL 29
MIKE SIMMONS
COUNTY ROAD
BOOK 2,004, PAGE 2,379
WARNING SIREN
B 1657, P 1247
145'
EMPIRE DISTRICT ELECTRIC B 1622, P 798
PROPOSED PERMANENT SLOPE EASEMENT
LIMITS OF DISTURBANCE
EXISTING RIGHT-OF-WAY
SW BELL TELE B 1305, P 163
RECLAIM MLG SETTING
50+00
PI: 50+59.50
B 927, P 358 10' R/W
PI: 57+86.43
℄ S. COUNTRY CLUB DRIVE
32ND STREET
℄ 32ND STREET
70.00' EXISTING RIGHT-OF-WAY
90.00' PROPOSED RIGHT-OF-WAY
66+00
67+00
68+00
69+00
51+00

Exhibit "C"

Estimate Summary

SOUTHERN STAR
CENTRAL GAS PIPELINE

Relocate Line FP 32nd Street MLG Valve for City of Joplin

C63825 PDF 3369

Rev 0

COST ESTIMATE

Based on Scope Dated 02/25/21, Rev. 0

Gate 1

SUMMARY

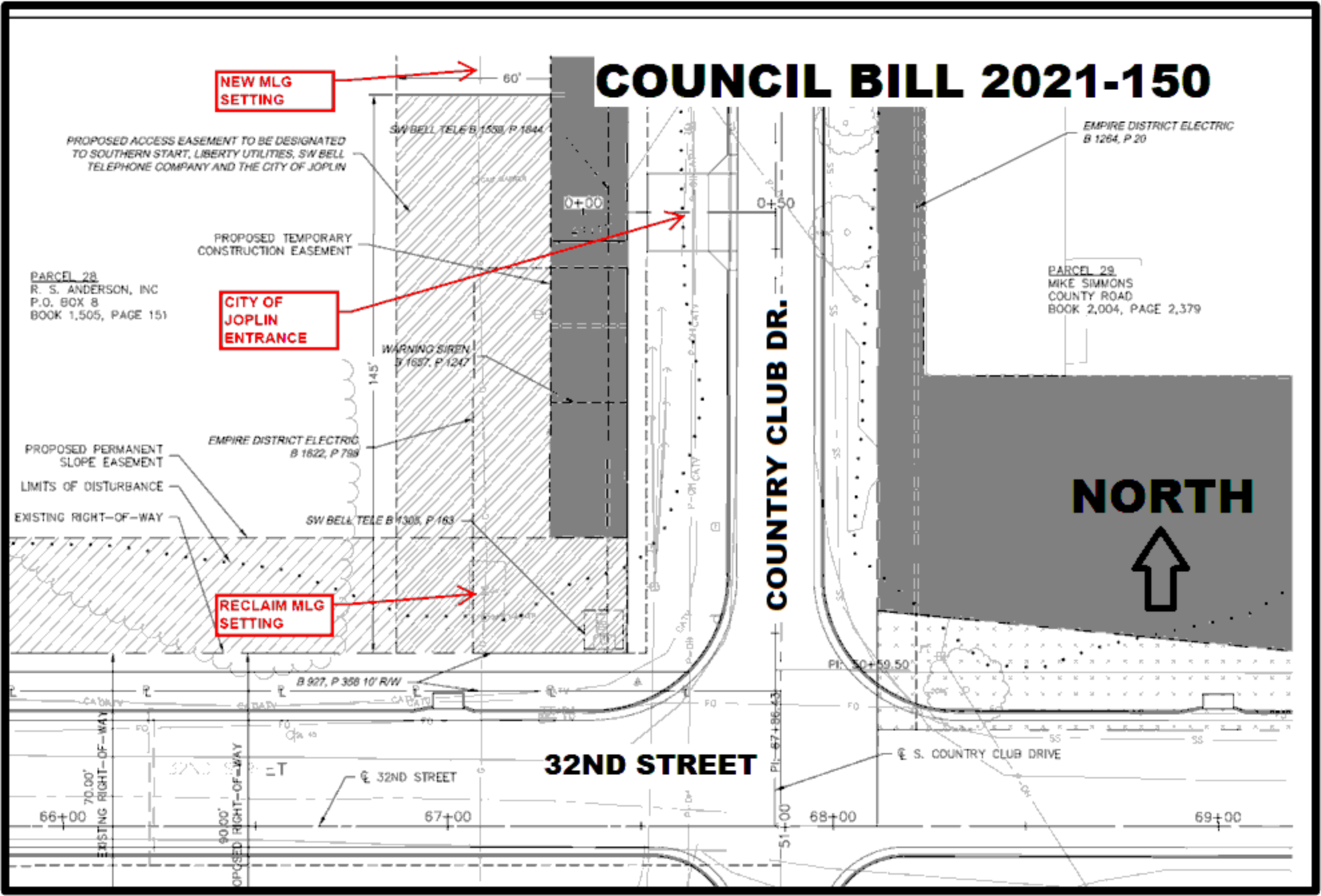
Scope: Relocation of MLG Valve, Line FP 20" at 32nd Street in the City of Joplin.

Assumptions:

1. Contract labor for construction and inspection.
2. SSCGP to perform project design/engineering, survey, drafting, project management, land, and environmental.
3. Line can be taken out of service; CNG Trailer required.
4. In Service: 5/4/2022; Construction Start 4/18/2022
5. Project is 100% Reimbursable.

Category	R-Job Retirement	C-Job Estimate
Materials		$94,899
Construction	$3,500	$189,600
Survey		$0
Right-of-Way		$1,700
Legal & Public Affairs		$0
Environmental		$200
Inspection		$31,579
Engineering		$0
Southern Star		$46,743
A&G Overhead		$19,711
AFUDC		$4,774
SUBTOTAL	$3,500	$389,205

R-Job & C-Job Subtotal	$392,705	
R-Job & C-Job Contingency	$39,271	
R-Job & C-Job Total	**$431,976**	Reimbursable 100%


COUNCIL BILL 2021-150
NEW MLG SETTING
60'
SW BELL TELE B 1538, P 1844
PROPOSED ACCESS EASEMENT TO BE DESIGNATED TO SOUTHERN START, LIBERTY UTILITIES, SW BELL TELEPHONE COMPANY AND THE CITY OF JOPLIN
0+00
0+50
EMPIRE DISTRICT ELECTRIC B 1264, P 20
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PARCEL 28
R. S. ANDERSON, INC
P.O. BOX 8
BOOK 1,505, PAGE 151
CITY OF JOPLIN ENTRANCE
PARCEL 29
MIKE SIMMONS
COUNTY ROAD
BOOK 2,004, PAGE 2,379
WARNING SIREN B 1657, P 1247
145'
EMPIRE DISTRICT ELECTRIC B 1622, P 799
PROPOSED PERMANENT SLOPE EASEMENT
LIMITS OF DISTURBANCE
EXISTING RIGHT-OF-WAY
SW BELL TELE B 1305, P 163
COUNTRY CLUB DR.
NORTH
RECLAIM MLG SETTING
B 927, P 358 10' R/W
PI: 50+59.50'
32ND STREET
℄ S. COUNTRY CLUB DRIVE
PI: 67+86.43
℄ 32ND STREET
70.00' EXISTING RIGHT-OF-WAY
90.00' PROPOSED RIGHT-OF-WAY
66+00
67+00
68+00
69+00
51+00

COUNCIL BILL NO. 2021-150 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Southern Star Central Gas Pipeline, Inc. in the amount of Four Hundred Thirty-One Thousand Nine Hundred Seventy-Six and 00/100 dollars ($431,976.00) for facility relocations required for the 32nd St. Widening project from Schifferdecker Ave. to Central City Rd. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement with Southern Star Central Gas Pipeline, Inc. in the amount of Four Hundred Thirty-One Thousand Nine Hundred Seventy-Six and 00/100 dollars ($431,976.00) for facility relocations required for the 32nd St. Widening project from Schifferdecker Ave. to Central City Rd., for the City of Joplin, 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 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 with Southern Star Central Gas Pipeline, Inc.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2021, by a vote of_____.

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-283 Right-of-way Vacation

MEETING DATE:
October 4, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 049-21: E. 11th St. between S. Rex Ave. and S. Peters Ave. – A request to vacate street right-of-way – Missouri Place Properties.

BACKGROUND:
The applicant holds the land on either side of this proposed vacation, so no private party would be affected by the vacation but the applicant. The street right-of-way is presently unimproved. There is no public access through this right-of-way and it currently serves as access to no property. This vacation is being sought for the consolidation and redevelopment of the site.

PLANNING & ZONING COMMISSION TESTIMONY:
Gil Stevens, 23 Pheasant Run, Joplin, MO. He is representing the owner of the property, David Buttrum. There is a street he is asking to be vacated. This property is zoned for duplexes and to make the highest and best use of the property for development, 11th Street needs to be vacated. The owner does want to build duplexes.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval,. **(**5 in Favor, 1 Absent, 1 Abstain)

Staff recommends approval of Case 049-21.

ATTACHMENTS
CB 2021-283, Staff Planning Report, P&Z Commission Minutes

CB 2021 - 283

Case 049-21: E. 11th St. between S. Rex Ave. and S. Peters Ave. – A request to vacate street right-of-way – Missouri Place Properties.

Mr. Eastman abstained from this case.

Gil Stevens, 23 Pheasant Run, Joplin, MO. He is representing the owner of the property, David Buttrum. There is a street he is asking to be vacated. This property is zoned for duplexes and to make the highest and best use of the property for development, 11th Street needs to be vacated. The owner does want to build duplexes.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 049-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN "AYE", (5 IN FAVOR, 1 ABSENT, 1 ABSTAIN)

Z&P Meeting: September 13, 2021
City Council Meeting: October 4, 2021

STAFF PLANNING REPORT
Vacation

CASE 049-21 A request to vacate 11th Sstreet right-of-way extending East from S. Peters Ave. and S. Rex Ave.

APPLICANT Missouri Place Properties

REPRESENTATIVE Gil Stevens

LOCATION E. 11th St. between S. Rex Ave. and S. Peters Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 400' x 50'

REASON FOR VACATION

Missouri Place Properties has petitioned for this street vacation in order to consolidate their land holdings to the North and South and redevelop the site for future residential development.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are not currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

STAFF ANALYSIS

PRIVATE RIGHTS WILL NOT BE INJURED OR ENDANGERED BY THIS VACATION.

The applicant holds the land on either side of this proposed vacation, so no private party would be affected by the vacation but the applicant.

THE VACATION WILL NOT CAUSE THE PUBLIC TO SUFFER A LOSS OR INCONVENIENCE.

The street right-of-way is presently unimproved. There is no public access through this right-of-way and it currently serves as access to no property.

IN JUSTICE TO THE APPLICANT(S) THE VACATION SHOULD BE GRANTED.

Yes.

DISCUSSION

This vacation is being sought for the consolidation and redevelopment of the site. Missouri Place Properties would be looking at a future residential development in an area that is bounded by E. 10th St., S. Peters Ave., E. 12th St., and S. Rex Ave. This property is presently zoned R-2, and that designation would be extended to the vacated property should this item pass.

Staff recommends approval of Case 049-21.

ENCLOSURES

- Application
- Map

RECEIVED 8-4-21

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 04/9-21
Filing Fee: $550.00
Date Advertised: 8-27-21
Date Notices Sent 8-27-21
Public Hearing Date: 9-13-21

I. Applicant Name: Missouri Place Properties Phone: 417-434-6391
If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: PO Box 2218 Joplin, MO. Zip: 64803-2218

II. Type of vacation requested (check one):

Street Vacation ✓

Alley Vacation ____

Utility Vacation ✓

Other (Please specify) ____

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

1. Private rights will not be injured or endangered by the vacation. None

2. The vacation will not cause the public to suffer a loss or inconvenience. None

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

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

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

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

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Missouri.com
American Water 417-627-3800 '17'

Utility	Contact	Email	Phone
AT&T	Kenny Kenworthy	kk7429@att.com	417-625-8092
Missouri American Water	~~Andrew Holderness~~ Derec Bass	~~andrew.holderness@amwater.com~~ derec.bass@amwater.com	~~417-623-0676 x1009~~
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x531

*Must contact BOTH contacts at Spire Energy.

Signature

4 August
Date

Case 049-21 - E. 11th St. between S. Rex Ave. and S. Peters Ave. - Vacation



Case 049-21: E. 11th St. between S. Rex Ave. and S. Peters Ave. – A request to vacate street right-of-way – Missouri Place Properties

N

0 50 100 200 300 400 Feet

P & Z Case 049-21
Missouri Place
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-283 ORDINANCE NO.

AN ORDINANCE providing the vacation of a street right-of-way lying on property E. 11th St. between S. Rex Ave. and S. Peters Ave., City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a street right-of-way lying on property East of the East Right-of-way, City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All of that part of East Eleventh (11th) Street lying East of the east Right-of-way line of Peters Avenue, and West of the West line of Rex Avenue and adjoining the South line of Lots Numbered Three (3) and Ten (10) all in Shepherd's Addition to the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways, and reservations of record.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 21, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-284 – Rezone R-1 to R-2.

MEETING DATE:
October 4, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 050-21: 3329 S. Jackson Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Thomas and Susan Coy

BACKGROUND:
The change in zoning will not be detrimental to nearby property. The lot size is significantly larger than the minimum size required for a duplex. There is adequate space for a driveway to be located some distance from the intersection. The R-2 zoning also provides a step down in intensity from the C-O districts and medical uses to the West and the R-1 Districts to the East.

PLANNING & ZONING COMMISSION TESTIMONY:
Josh Anderson, Hunter and Millard Architects, 1501 S Main St., Joplin, MO. This is the continuance of the Jackson Hills Development; this is just the lot where the duplex is going. Requesting to be removed from R-1 and included in R-2. The PD didn't have to be included in the rezoning. This lot is across from the Ronald McDonald House. The house that was there was demolished, the new duplex architecture will go along with the new rental places across the street and surrounding area. Lots of landscaping.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Case 050-21.
Planning & Zoning Commission recommends approval for Case 050-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-284, Staff Planning Report, P&Z Commission Minutes

Case 050-21: 3329 S. Jackson Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Thomas and Susan Coy

Josh Anderson, Hunter and Millard Architects, 1501 S Main St., Joplin, MO. This is the continuance of the Jackson Hills Development; this is just the lot where the duplex is going. Requesting to be removed from R-1 and included in R-2. The PD didn't have to be included in the rezoning. This lot is across from the Ronald McDonald House. The house that was there was demolished, the new duplex architecture will go along with the new rental places across the street and surrounding area. Lots of landscaping.

Mr. Eastman wanted to know if it will face to the south?

Mr. Anderson stated that it would.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE THAT CASE 050-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN "AYE", (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: September 13, 2021
City Council Meeting: October 4, 2021

STAFF PLANNING REPORT
Rezoning

CASE 050-21 A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family residential) for future residential development.

LOCATION 3329 S. Jackson Ave.

APPLICANT Thomas & Susan Coy

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.3 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-3-PD	C-O
Land Use	Single-family Residential	Single-family Residential	Vacant/Planned Pocket Community	Surgical Center/Medical

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Jackson Ave.	Collector	60'
W. 34th St.	Local	50'
S. Sergeant Ave.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future low-density residential. Two-family development does maintain the character of low-density residential.

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

The current zoning of R-1 is suitable at this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The lot size is significantly larger than the minimum size required for a duplex. There is adequate space for a driveway to be located some distance from the intersection. The R-2 zoning also provides a step down in intensity from the C-O districts and medical uses to the West and the R-1 Districts to the East.

DISCUSSION

This request to rezone to R-2 is for future duplex development on the site. The size of the lot would only permit one duplex under the minimum lot size requirements of the R-2 District. No buffer is required in this case.

The request is found to be consistent with the comprehensive plan and future land use map.

Staff recommends approval of Case 050-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 050-21
Filing Fee: $550.00
Date Advertised: 8-27-21
Date Notices Sent 8-27-21
Public Hearing Date: 9-13-21

APPLICANT: HUNTER & MILLARD ARCHITECTS, INC. PHONE: 417-624-8872
ADDRESS: 1501 S. MAIN ST. JOPLIN, MO ZIP: 64804

OWNER: THOMAS & SUSAN COY PHONE:
ADDRESS: 12779 DANNYBROOK LN, JOPLIN, MO ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: 3329 S Jackson

Present Zoning R1 Requested Zoning: R2 Acreage:
Present Use of Property: VACANT LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North		
South		
East		
West		

Character of the Neighborhood: MEDICAL OFFICES ACROSS THE STREET, RESIDENTIAL, WELL KEPT, MIDDLE CLASS

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: EXISTING ZONING ONLY ALLOWS SINGLE FAMILY HOMES & THIS PROJECT IS FOR A DUPLEX.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: JACKSON AVE & 34TH ST.
2. Classification of Street(s):
   Arterial _____ Collector _____ Local ALL LOCAL
3. Right-of-Way Width: 40' & 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

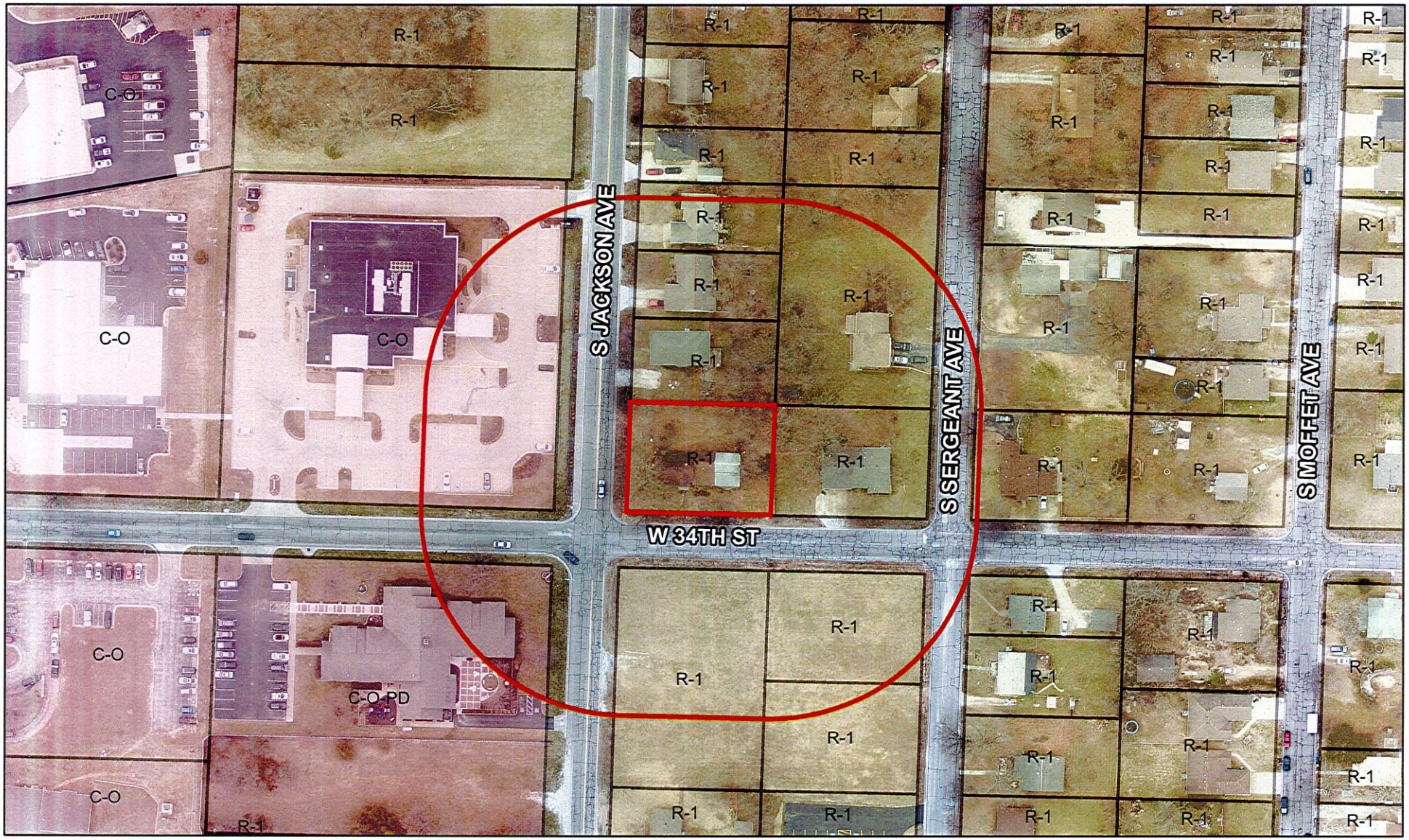
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: _____ DATE: 8/12/21

EMAIL: josh@hunterandmillard.com

TITLE: CREATIVE DIRECTOR (HUNTER & MILLARD ARCHITECTS, INC.)

Case 050-21 - 3329 S. Jackson Ave. - Rezone



Case 050-21: 3329 S. Jackson Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Thomas and Susan Coy

P & Z Case 050-21
Thomas and Susan Coy
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-284 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-2 (Two Family Residential) property as described below and located at 3329 S. Jackson Ave.

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

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

ALL OF LOTS NUMBERED ONE HUNDRED FORTY-TWO (142) AND ONE HUNDRED FORTY-THREE (143) IN DUNWOODYS SUBDIVISION OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 22, TOWNSHIP 27, RANGE 33, NEWTON COUNTY, MISSOURI

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-285 – Final Plat Review, Abernathy Subdivision.

MEETING DATE:
October 4, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 051-21: Final Plat Review – A request to review the Final Plat of Abernathy Subdivision located at the Southwest corner of the intersection of W. 22nd St. and S. Schifferdecker Ave. – Jon Abernathy

BACKGROUND:
The final plat approval is for Abernathy Subdivision located at Southwest corner of W. 26th St. and S. Winfield Ave. This subdivision will be 4 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO, representing the applicant today because the applicant has to attend his daughter's birthday party. This is a request from John Abernathy, for Abernathy Sub-division. This is the final plat, the preliminary plat came before this commission a few months ago. It is only four (4) lots, and it is a re-plat. Reduction from six (6) lots to four (4) lots. Two of the lots will face 22nd Street and two will face Schifferdecker. The lots on Schifferdecker will be required to have their driveways as far away as from the intersection on 22nd Street to avoid conflicts.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 051-21.
Planning and Zoning Commission approved Case 051-21 (6 Favor, 1 Absent,)

ATTACHMENTS:
CB 2021-285, Planning Report, Commission Minutes, Abernathy Subdivision Plat

Case 051-21: Final Plat Review – A request to review the Final Plat of Abernathy Subdivision located at the Southwest corner of the intersection of W. 22nd St. and S. Schifferdecker Ave. – Jon Abernathy

Keegan Stanton, 602 S. Main Street, Joplin, MO, representing the applicant today because the applicant has to attend his daughter's birthday party. This is a request from John Abernathy, for Abernathy Sub-division. This is the final plat, the preliminary plat came before this commission a few months ago. It is only four (4) lots, and it is a re-plat. Reduction from six (6) lots to four (4) lots. Two of the lots will face 22nd Street and two will face Schifferdecker. The lots on Schifferdecker will be required to have their driveways as far away as from the intersection on 22nd Street to avoid conflicts.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions?

Mr. Kimble wanted to know how far away does the driveway need to be from the intersection of 22nd Street and Schifferdecker?

Mr. Stanton stated for residential we do not have a specific distance requirement, for commercial on a stop sign controlled intersection, it would be 120 feet he thought.

Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 051-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN "AYE", (6 IN FAVOR, 1 ABSENT).

Z&P Meeting: September 13, 2021
City Council Meeting: October 4, 2021

STAFF PLANNING REPORT
Final Plat

CASE 051-21 Final Plat Review

NAME OF SUBDIVISION Abernathy Subdivision

LOCATION: Southwest corner of W. 22nd St. and S. Schifferdecker Ave.

APPLICANT: Jon Abernathy

PRESENT ZONING: R-1

PRESENT LAND USE: Vacant

SITE CONTEXT:

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

SUBDIVISION:

Number of lots
4

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 22nd St.	Local	50'
S. Schifferdecker Ave.	Arterial	95'

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

No. The corner lot will be required to have its driveway on 22nd St. and those fronting Schifferdecker Ave. will be required to place their driveways as far South on the lot as possible to be clear of conflict with the intersection.

UTILITIES: In place. Cuts into Schifferdecker will be limited.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

The final plat approval is for Abernathy Subdivision located at Southwest corner of W. 22nd St. and S. Schifferdecker Ave. This subdivision will be 4 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Michael and Kyle Carder are seeking a 4-lot residential subdivision for single-family residential uses located at the Southwest corner of W. 22nd St. and S. Schifferdecker Ave. Utilities will not need to be extended. This is a replat of 6 existing lots.

Staff recommends approval of Case 051-21

ENCLOSURES:

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 051-21
Date Filed: _____
Date of Meeting: 9-13-21
Filing Fee: _____

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Abernathy Subdivision

II. Name of Owner: Jon Abernathy

III. Name of Subdivider: Jon Abernathy

IV. Name of Person who prepared the Plat: Anderson Engineering Inc

V. Date of Hearing: Sept 13, 2021

VI. Location of Property by Streets: _____

VII. Present Zoning of Property: R1

VIII. Present Uses of Property: Single-Family Residential

IX. No. of Acres in Total Tract: 1.06 No. of Lots: 4

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

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	x	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	x	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	x	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines.	x	
E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block.	x	
F. Exact locations, widths and names of all streets and alleys to be dedicated.		x
G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use.		x
H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission.		x
I. Building setback lines on the front and side streets with dimensions.	x	
J. Name and address of the registered land surveyor preparing the plat.	x	
K. Scale of plat, 1" = 100' or larger, date or preparation and north point.	x	
L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated.	x	
XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted?		x
XII. Have all acknowledgments been signed?		
A. Owner or owners and all mortgager.		x
B. Dedications or reservations.		x
C. Surveyor preparing plat.		x
XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid?	x	
XIV. Deed Restrictions:		
A. Are any deed restrictions planned for subdivision?		x

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

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

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

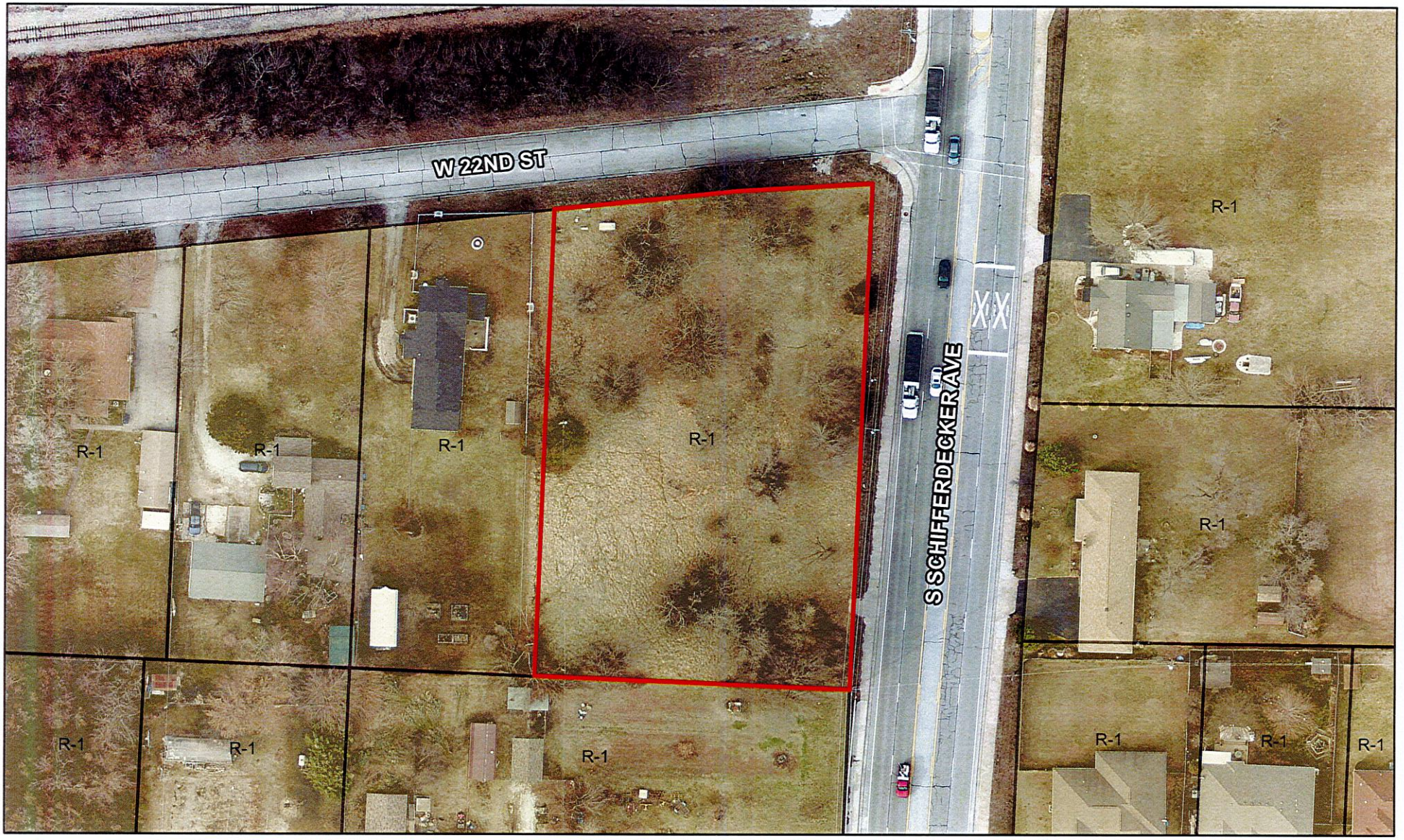
XVI. Are additional comments attached? _____ x_____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

_____ _____

Signature Date

Case 051-21 - Southwest corner of W. 22nd St. and S. Schifferdecker Ave. - Final Plat Review



Case 051-21: Final Plat Review – A request to review the Final Plat of Abernathy Subdivision located at the Southwest corner of the intersection of W. 22nd St. and S. Schifferdecker Ave. – Jon Abernathy

N

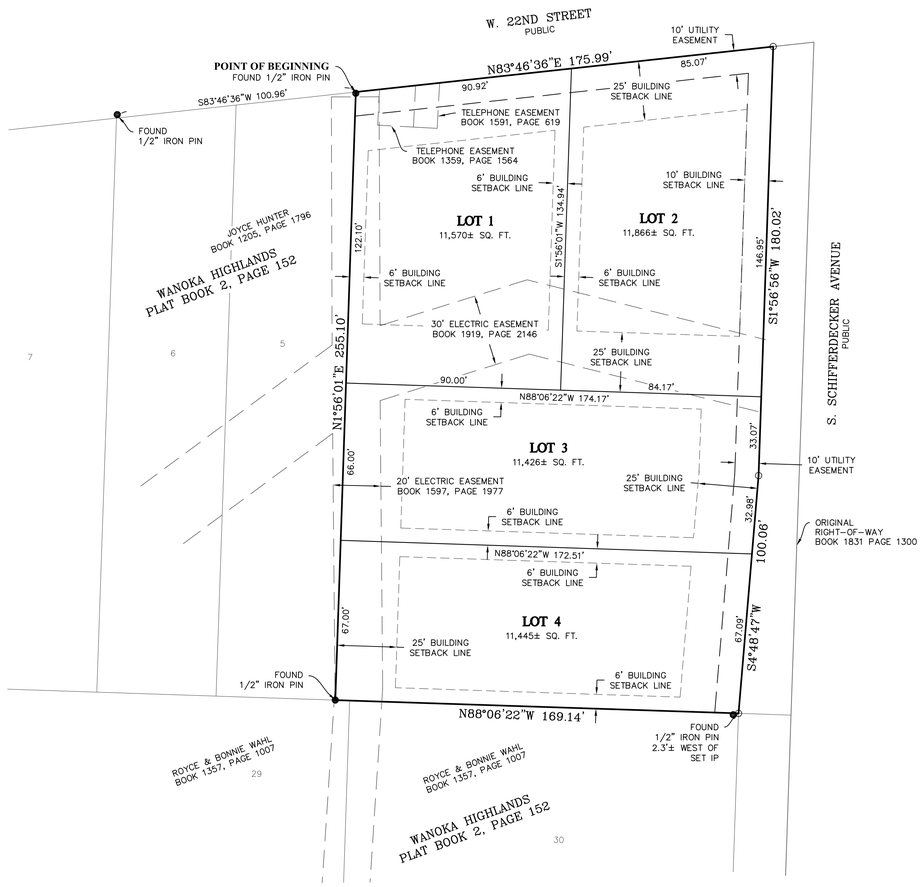
0 30 60 120 180 240 Feet

FINAL PLAT OF
ABERNATHY SUBDIVISION
BEING A REPLAT OF LOTS 1-4 AND A-B OF WANOKA HIGHLANDS
A SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0258E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.



LOCATION SKETCH
SECTION 17
T 27 N, R 33 W
SCALE: 1"=2000'



GRID

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

LEGEND
- ● FOUND IRON PIN-AS NOTED
- ○ SET MONUMENT STAMPED A/E INC LC 62
- PROPERTY LINE
- BUILDING SETBACK LINE
- EASEMENT LINE

NOTES
1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.
2) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

SOURCE OF DEED
JOHN VAUGHN & CATHY STOVER
BOOK 2482, PAGE 15

DEVELOPER AND OWNER
JON ABERNATHY
1901 NORTH RANGELINE RD
JOPLIN, MISSOURI 64801

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
GREGORY B. BOWERS, P.L.S.

SUBDIVISION INFORMATION

TOTAL ACRES:	1.06±
SMALLEST LOT AREA:	11,426± SQ FT (LOT 3)
LARGEST LOT AREA:	11,866± SQ FT (LOT 2)
TOTAL NO OF LOTS:	4
CURRENT ZONING:	R-1
PRELIMINARY APPROVAL:	4-12-21
ACCURACY STANDARD:	URBAN

ZONING DATA
SUBJECT PROPERTY IS ZONED R1
(SINGLE-FAMILY RESIDENTIAL DISTRICT)

BUILDING SETBACK REQUIREMENTS

FRONT: 25'
SIDE: 6'
SIDE CORNER LOTS: COLLECTOR STREETS 15'
REAR: 25'

SURVEY DESCRIPTION
A TRACT OF LAND BEING A PART OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), A AND B IN WANOKA HIGHLANDS A SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI AS RECORDED IN PLAT BOOK 2, PAGE 152 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIN AT THE NORTHWEST CORNER OF LOT FIVE (5) OF THE AFOREMENTIONED SUBDIVISION; THENCE NORTH 83°46'36" EAST ALONG THE SOUTH RIGHT-OF-WAY OF 22ND STREET AS NOW LOCATED, 175.99 FEET TO A SET PIN AND CAP STAMPED A/E INC LC 62 ON THE WEST RIGHT-OF-WAY OF SCHIFFERDECKER AVENUE AS NOW LOCATED; THENCE SOUTH 01°56'56" WEST ALONG SAID WEST RIGHT-OF-WAY, 180.02 FEET TO A SET PIN AND CAP STAMPED A/E INC LC 62 AT THE INTERSECTION OF THE NORTH LINE OF LOT THREE (3) OF WANOKA HIGHLANDS SUBDIVISION, AFORESAID, AND THE WEST RIGHT-OF-WAY OF SCHIFFERDECKER AVENUE; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY SOUTH 04°48'47" WEST, 100.06 FEET TO A SET PIN AND CAP STAMPED A/E INC LC 62; THENCE LEAVING SAID WEST RIGHT-OF-WAY NORTH 88°06'22" WEST ALONG THE SOUTH LINE OF LOT B OF WANOKA HIGHLANDS SUBDIVISION, 169.14 FEET TO A FOUND 1/2" IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT B; THENCE NORTH 01°56'01" EAST ALONG THE EAST LINE OF LOT FIVE (5) OF SAID WANOKA HIGHLANDS SUBDIVISION, 255.10 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 1.06 ACRES MORE OR LESS.

CITY APPROVAL
THIS FINAL PLAT OF ABERNATHY SUBDIVISION, BEING A REPLAT OF LOTS 1-4 AND A-B OF WANOKA HIGHLANDS, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____ ____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____, OF JOPLIN, MISSOURI.

_____ MAYOR

ATTEST:

_____ PUBLIC WORKS DIRECTOR

_____ CITY CLERK

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20 ____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME_____TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY ANDERSON ENGINEERING, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACE OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.
LAST REVISION DATE AUGUST 5, 2021
ANDERSON ENGINEERING, INC. L.C. 62
by

_____ RONALD W. WALLACE, P.L.S. 2019015191

8-5-21 DATE

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, JON ABERNATHY, HAVE HEREUNTO SET MY HAND,
THIS _____ DAY OF _____, 20____,

(Signed)_____
JON ABERNATHY

CERTIFICATE OF RECORDING

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: JSW DATE: 8-4-21
DRAWN: JBM/SLM FIELD BK:
CHECKED: GBB JOB NO: 20JO20095

JOP 100-6098
SHT. 1 OF 1 REV. ___

P & Z Case 051-21
Jon Abernathy.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-285 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Abernathy Subdivision located at the Southwest Corner of W. 22nd St. and S. Schifferdecker Ave. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at Southwest Corner of W. 22nd St. and S. Schifferdecker Ave. in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A TRACT OF LAND BEING A PART OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), A AND B IN WANOKA HIGHLANDS A SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI AS RECORDED IN PLAT BOOK 2, PAGE 152 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI BEING MORE PARTIBULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND ½" IRON PIN AT THE NORTHWEST CORNER OF LOT FIVE (5) OF THE AFOREMENTED SUBDIVISION; THENCE, NORTH 83°46'36" EAST ALONG THE SOUTH RIGHT-OF-WAY OF 22ND STREET AS NOW LOCATED, 175.99 FEET TO A SET PIN AND CAP STAMPED A/E INC LC 62 AT THE INTERSECTION OF THE NORTH LINE OF LOT THREE (3) OF WANOKA HIGHLANDS SUBDIVISION, AFORESAID, AND THE WEST RIGHT-OF-WAY OF SCHIFFERDECKER AVENUE; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY SOUTH 04°48'47" WEST, 100.06 FEET TO A SET PIN AND CAP STAMPED A/E INC LC 62; THENCE LEAVING SAID WEST RIGHT-OF-WAY NORTH 88°06'22" WEST ALONG THE SOUTH LINE OF LOT b OF WANOKA HIGHLANDS SUBDIVISION, 169.14 FEET TO A FOUND ½" IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT B; THENCE NORTH 01°56'01" EASTALONG THE EAST LINE OF LOT FIVE (5) OF SAID WANOKA HIGHLANDS SUBDIVISION, 255.10 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 1.06 ACRES MORE OR LESS.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-286 – Encroachment Agreement

MEETING DATE:
October 4, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 052-21: Encroachment Agreement – A request to encroach in the public right-of-way located at 512-520 S. Virginia Ave. – Jeff Neal

BACKGROUND:
City staff has determined that the encroachment proposed would not result in an inconvenience to loss to the public. The alley that remains was provided as access to a now-vacated North-South alley on this block. This alley was not vacated at the time and is still considered public-right-of-way. Due to an existing skybridge over the alley and limited space for maneuverability beyond that, emergency vehicles do not access the building via this alley.

PLANNING & ZONING COMMISSION TESTIMONY:
Jeff Neal, 307 Meadowood Circle, Carl Junction, MO. We are requesting an encroachment into a public alley that was mandated in a 1916 ordinance that runs to a vacated alley behind the buildings. The purpose of this encroachment would be to allow for new tenant access to the north side of the building. The entire building is being redeveloped and $3.7 million renovation using historic tax credits for approximately 21 to 24 apartments upstairs. The entire downstairs is leased except this space opening to the north which is reserved for lobby. The vacant lot to the north, which we own, will be renovated as green space for the tenants.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 052-21.
Planning and Zoning Commission approved Case 052-21 (6 Favor, 1 Absent,)

ATTACHMENTS:
CB 2021-286, Planning Report, Commission Minutes, Exhibit A

Case 052-21: Encroachment Agreement – A request to encroach in the public right-of-way located at 512-520 S. Virginia Ave. – Jeff Neal

Jeff Neal, 307 Meadowood Circle, Carl Junction, MO. We are requesting an encroachment into a public alley that was mandated in a 1916 ordinance that runs to a vacated alley behind the buildings. The purpose of this encroachment would be to allow for new tenant access to the north side of the building. The entire building is being redeveloped and $3.7 million renovation using historic tax credits for approximately 21 to 24 apartments upstairs. The entire downstairs is leased except this space opening to the north which is reserved for lobby. The vacant lot to the north, which we own, will be renovated as green space for the tenants.

Ms. Bruckner-Sears asked if any of the Commissioners had any questions. They did not. Ms. Bruckner-Sears asked if there was anyone in the audience to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone opposed to this request? There was not.

MS. PHILLIPS MOVED, SECONDED BY MR. KIMBLE THAT CASE 052-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN "AYE", (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: September 13, 2021
City Council Meeting: October 4, 2021

STAFF PLANNING REPORT
Encroachment Agreement

CASE 052-21 A request to encroach in the public right-of-way.

LOCATION 512-520 S. Virginia Ave.

APPLICANT Jeff Neal

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.3 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-2	C-1	C-2	C-2
Land Use	Vacant Downtown Commercial	Parking Lot	Downtown Commercial Use	Downtown Commercial Use

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Virginia Ave.	Local	60'

UTILITIES

Utilities are existing.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE ENCROACHMENT INTO THE RIGHT-OF-WAY?

No. City staff has determined that the encroachment proposed would not result in an inconvenience to loss to the public. The alley that remains was provided as access to a now-vacated North-South alley on this block. This alley was not vacated at the time and is still considered public-right-of-way. Due to an existing skybridge over the alley and limited space for maneuverability beyond that, emergency vehicles do not access the building via this alley.

REASON FOR ENCROACHMENT AGREEMENT.

Jeff Neal has requested an encroachment agreement in a side alley to allow for an entrance to the Pennington Building – to be known as 500 Commons Development. This project is a redevelopment and renovation of the existing building into 48 apartment units. The encroachment would be 76 feet long and extend 8 feet into the alley right-of-way. This would allow space for an entrance to the apartments as the grade of the alley and that of the door misalign. The existing alley is 20 feet wide and 130 feet long.

Staff recommends approval of Case 052-21.

ATTACHMENTS

- Map

Case 052-21 - 512-520 S. Virginia Ave. - Encroachment Agreement



Case 051-21: Final Plat Review – A request to review the Final Plat of Abernathy Subdivision located at the Southwest corner of the intersection of W. 22nd St. and S. Schifferdecker Ave. – Jon Abernathy

N

0 20 40 80 120 160 Feet

ENCROACHMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021, by and between Jeff Neal hereinafter referred to as "Owner" and the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City".

RECITALS

1. Jeff Neal is the owner of the tract of property generally located at 512-520 S. Virginia, Joplin, Jasper County, Missouri, abutting City right-of-way, said City right-of-way being described as:

   > The South eight (8) feet of the north twenty-one (21) feet of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin, extending thirty-three (33) feet from the Virginia Avenue on the east to 23 feet from the Porter Alley on the west.

2. The owner wishes to encroach the side alley to allow for entrance to the Pennington Building. The encroachment would be Seventy-Six (76) feet long and extend eight (8) feet into the alley right-of-way.

3. In consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the City grants Owner, his/her heirs, successors and assigns, the ability to maintain the encroachment as described herein and as illustrated on the attached Exhibit "A" (map).

4. Owner and his/her heirs, successors, and assigns agree that City shall not be held liable for any damage to property or structures located within the encroachment due to normal maintenance or repair activities of the City of its assigns. The owner and his/her heirs, successors, and assigns, agree to indemnify and hold harmless the City, its officers, employees, agents, and the members of the City Council from any and all liability claims, suits, actions, damages, costs, or other consequences resulting from the encroachment and use thereof.

5. Nothing herein shall grant unto Owner or his/her heirs, successors, or assigns, the right to extend the encroachment beyond the area described above, although Owner shall maintain the same in compliance with the Code of Ordinances of the City of Joplin.

6. In the event City determines that the encroachment described herein materially impacts upon the City's or general public's ability to utilize City's property, Owner agrees, at their sole and exclusive cost, to move or otherwise remove such encroachment described herein so that it no longer encroaches upon City's right-of-way, within sixty (60) days after notification by City.

7. The provisions herein shall operate as a covenant running with the land.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement, this _____ day of _____, 2021.

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By: _____
David Hertzberg
Director of Public Works

By: _____
Owner

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2021, before me personally appeared _____, to me known to the be the persons described in and who acknowledge that he or she, as Owner, executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in my office in Joplin, Missouri, the day, and year last above written.

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2021, before me personally appeared David Hertzberg, to me personally known, who being by me duly sworn did state that he is the Director of Public Works of the City of Joplin, Missouri, that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that the instrument was signed on behalf of said corporation by authority of its City Council pursuant to Ordinance No. _____ ___, passed by the City Council of the City of Joplin, Missouri, on _____ for the consideration stated therein and no other, and the said Director of Public Works acknowledges said instrument to be the free act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

IN THE RECOREDER'S OFFICE

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

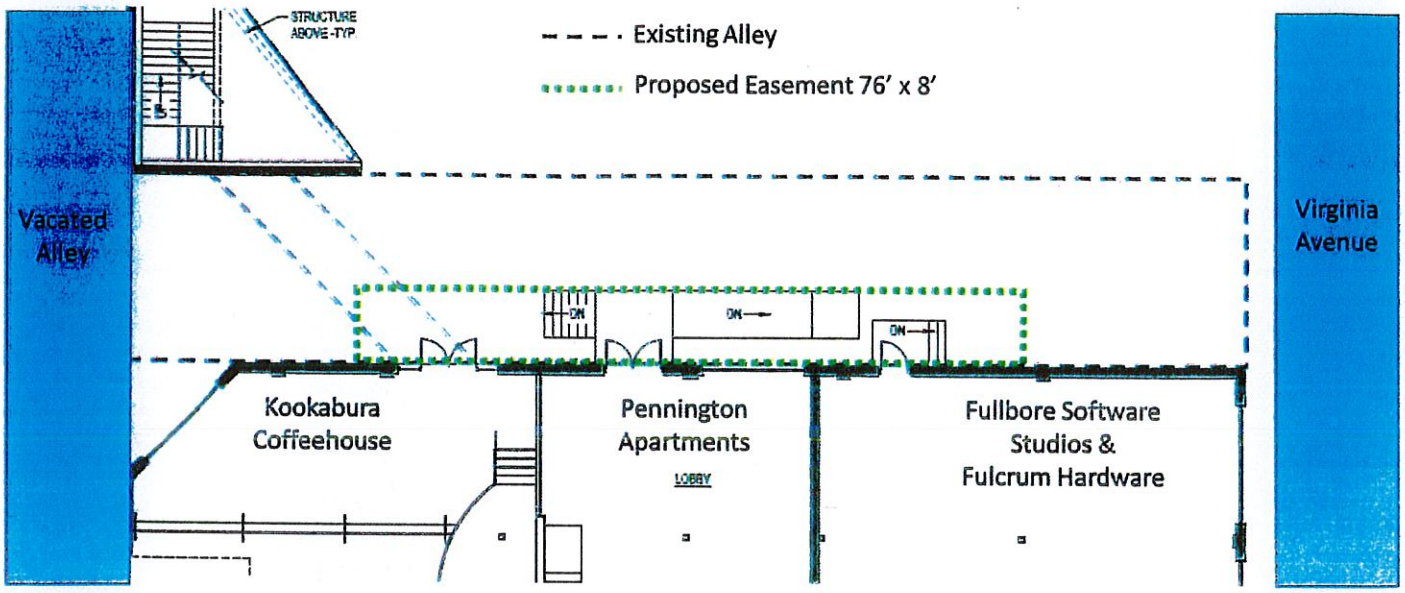
I, _____ Recorder of Deeds of Jasper County, do hereby certify that the within instrument of writing was, with the certificate thereon, at _____ o'clock and __ _____ minutes on __ M. on the _____ day of _____, 2021, duly filed for record in this office, and is recorded in the records of this office in Book _____ at Page _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at __ _____, this _____ day of _____, 2021.

RECORDER

By: _____

EXHIBIT A



200 Block Commons, LLC: Easement Request for Pennington Apartments Development

COUNCIL BILL NO. 2021-286 ORDINANCE NO.

AN ORDINANCE authorizing the City to enter into an Encroachment Agreement by and between the City of Joplin and Jeffery Neal, authorizing the Public Works Director, or his designee, to execute said Agreement by and on behalf of the City.

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

Section 1. That the Encroachment Agreement by and between the City of Joplin, Missouri and Jeffery Neal, a true and accurate copy of the same being attached hereto and marked Exhibit "A", be and the same is hereby approved.

Section 2. That the Public Works Director, or his designee, is hereby authorized, upon recommendation and approval of the City Council, to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 405 - Agreement with Missouri Department of Transportation

MEETING DATE
October 4, 2021

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

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

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than $645,872. The reimbursement consists of $441,689 in Federal Consolidated Planning Grant Funds and $75,008 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $129,274 to draw down the Federal assistance.

The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Director of Planning, Development and Neighborhood Services, the Planner and other staff in the Engineering department. The remainder of the assistance will be used to help finance eligible planning projects. Those projects include a freight analysis study for the Joplin area and finishing the Active Transportation Assessment for the City of Joplin.

Attached is the 2022 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. JATSO is the designated MPO with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

FUNDING SOURCE
These payments are included in the FY 2021-2022 budget of the Transportation Sales Tax..

RECOMMENDATION
Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance

ATTACHMENTS
Council Bill No. 2021- 405, Copy of FY 2022 UPWP, Copy of FY 2022 CPG agreement.

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2022 Unified Planning Work Program

Approved by the JATSO Policy Board on September 16, 2021

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP). The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements are mandated by the Moving Ahead for Progress in the 21st Century (MAP-21), and the Fixing America's Surface Transportation Act (FAST Act).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating the JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code. The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated area on the JATSO Policy Board. The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for 4 consideration and implementation of projects, strategies and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation; and
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation
10. Enhance travel and tourism

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. In implementing MAP-21 and the FAST Act, state Departments of Transportation (DOTs), MPOs and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets
- develop performance-based plans implement a performance-based approach to planning and programming

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2016 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products. A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan and Limited English Proficiency Plan can be found on the City of Joplin website at this link: https://www.joplinmo.org/922/Plansand-Publications.

FY 2022 Program Goals

The annual transportation planning program begins on November 1, 2021 and continues through October 31, 2022. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2022, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Develop and adopt the 2022-2025 JATSO TIP in accordance with state and federal standards.
3. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
4. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.
5. Monitor and respond to the ongoing COVID-19 crisis in the JATSO MPA.

Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop and administer the UPWP, and attend professional development and training events

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2021 Work Items Completed

- Amended FY 2021 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2022 UPWP

- Conducted five public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Participated in the February 2021 Statewide Planning Partner meeting
- Built new JATSO website

FY 2022 Work Items

- Develop the FY 2023 UPWP
- Make any necessary amendments to the FY 2022 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in trainings, webinars, and conferences related to transportation planning as they become available

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2022 End Products

- FY 2023 UPWP
- Any necessary amendments to the FY 2022 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT

Schedule for Completion

This work is ongoing.

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$118,776	$95,021	$23,755
Software	$350	$280	$70
Website	$906	$725	$181
File Cabinet	$300	$240	$60
New laptop	$1,500	$1,200	$300
Travel Expenses	$2,000	$1,600	$400
Conferences and Seminars	$1,000	$800	$200

Dues and Memberships	$1,100	$880	$220
Total	$125,932	$100,746	$25,186

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year.

Status

Staff developed the FY 2022-2025 TIP during FY 2021 for approval by the JATSO Policy Board. FY 2022 work on the TIP will include updates and amendments.

FY 2021 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2020-2023 TIP
- Updated the 2020-2023 TIP as needed
- Prepared the FY 2020 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support MoDOT performance targets
- Incorporated target measures into the TIP and MTP
- Created and adopt the 2022-2025 TIP

FY 2022 Work Items

- Amend the FY 2022-2025 TIP as needed
- Prepare the FY 2021 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Plan and coordinate projects that support JATSO transportation infrastructure
- Conduct Public Meetings for TIP adoption and amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2022 End Products

- Board approved FY 2022-2025 TIP

- FY 2021 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2021 through October 31, 2022

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$55,120	$44,096	$11,024
Total	$55,120	$44,096	$11,024

Task 3 – Long Range Transportation Planning

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Three additional studies or assessments are planned for FY 2022, as well as a Complete Streets training and payment of the annual invoice for aerial photography.

FY 2021 Work Items Completed

- Adopted the 2045 JATSO MTP in March 2021
- 80% completed Joplin Active Transportation Assessment

FY 2022 Work Items

- Retain professional services to conduct a freight assessment of the JATSO area
- Retain professional services to conduct a maintenance assessment and plan for Webb City to define long-term transportation maintenance needs
- Retain professional services to conduct a traffic study in Joplin
- Retain professional services to provide Complete Streets training for staff and community leaders
- Pay annual invoice for aerial photography agreement
- Finish remainder of work for Joplin Active Transportation Assessment that was delayed due to COVID-19

Public Participation

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

FY 2022 End Products

- Complete JATSO Freight Study
- Complete Webb City maintenance assessment and plan
- Complete Joplin traffic study
- Provide one Complete Streets training
- Complete Joplin Active Transportation Assessment

Schedule for Completion

All studies and trainings are expected to be completed by the end of FY 2022.

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 36,747	$ 29,398	$ 7,349
Freight Study	$ 180,000	$ 144,000	$ 36,000
Local Traffic Studies	$ 45,000	$ 36,000	$ 9,000
Complete Streets Training	$ 5,000	$ 4,000	$ 1,000
Aerial Photography	$ 22,346	$ 17,877	$ 4,469
Total	$ 289,093	$ 231,275	$ 57,819

Task 4 – Transit Planning

Objective

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

Status

The Transit Coordinator continues with program support and administration.

FY 2021 Work Items Completed

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

FY 2022 Work Items

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

Public Participation

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

FY 2022 End Products

- The Transit coordinator carries out the daily operations of MAPS.
- The Transit coordinator provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2021 through October 31, 2022.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share

Staff Time	$ 93,760	$ 75,008	$ 18,752
Total	$ 93,760	$ 75,008	$ 18,752

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2021 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- Maintain and update GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintaining the GIS website

FY 2022 Work Items

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

FY 2022 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2021 through October 31, 2022.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 65,966	$ 52,773	$ 13,193
ESRI License Update	$ 16,000	$ 12,800	$ 3,200
Total	$ 81,966	$ 65,573	$ 16,393

Financial Summary Tables

Task Funding Breakdown

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$100,746		$25,186	$125,932
Short Range Transportation Planning	$44,096		$11,024	$55,120
Long Range Transportation Planning	$231,275		$57,819	$289,093
Transit Planning		$75,008	$18,752	$93,760
Geographic Information Systems	$65,573		$16,393	$81,966
Total	$441,689	$75,008	$129,174	$ 645,872

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 441,689
5307 Funds	$ 75,008
Local Match	$ 129,174
Total Funds Allocated	$ 645,872

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 8/2/21	$ 785,527
Estimated FY 2022 allocation	$ 209,267
Remaining FY 2021 CPG Funds to be expended	$ (80,000)
CPG Funds Programmed for FY 2022	$ (441,689)
Remaining Unprogrammed Balance	$ 473,105

JATSO Information

Organizational Chart

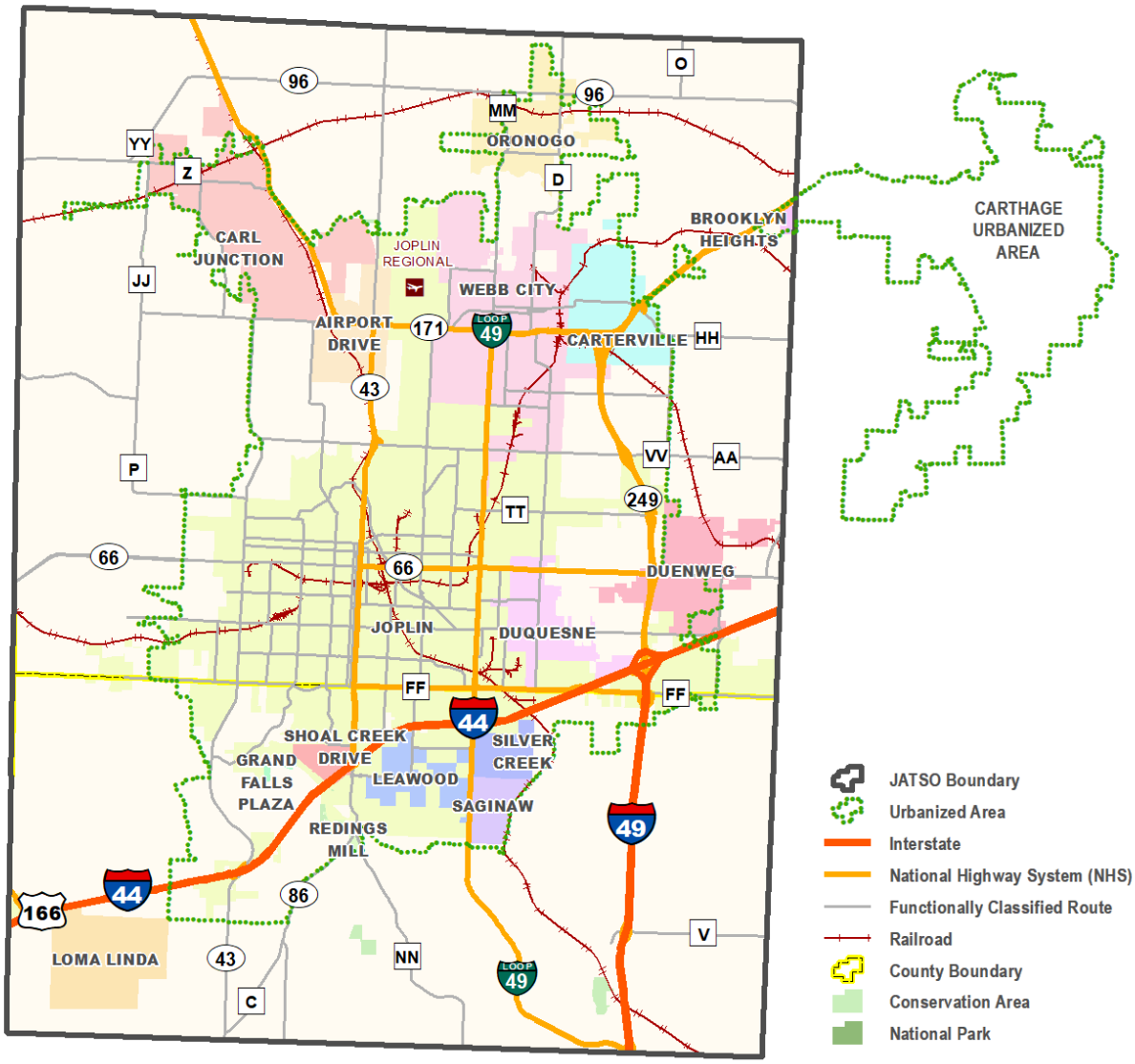
- Taylor Cunningham, Senior Transportation Planner (1.0 FTE)
- Robert Lolley, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Patricia Heagel, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Lindsay Dunn, Clerk (0.25 FTE)
- David Hertzberg, JATSO Board Chairman (0.1 FTE)
- Dan Johnson, Public Works Assistant Director (0.1 FTE)
- Lynden Lawson, Public Works Director of Operations (0.1 FTE)

Employee	Task 1	Task 2	Task 3	Task 4	Task 5
Taylor Cunningham	X	X	X		
Robert Lolley				X	
John Gilligan					X
Troy Bolander	X	X	X		
Patricia Heagel	X	X	X		
Mallory Wicklund	X				
Lindsay Dunn	X				
David Hertzberg	X	X	X		
Dan Johnson	X	X	X		
Lynden Lawson	X	X	X		

Voting Members

Name	Agency	Title
David Hertzberg	City of Joplin	Director of Public Works; Chair
Troy Bolander	City of Joplin	Director of Planning; Vice Chair
Lynden Lawson	City of Joplin	Assistant Director of Public Works – Operations
Dan Johnson	City of Joplin	Assistant Director of Public Works – Engineering
Steve Stockham	City of Joplin	Airport Manager
Robert Lolley	City of Joplin	Transit Director
Carl Francis	City of Webb City	City Administrator
Steve Lawver	City of Carl Junction	City Administrator
Garrett Brinks	Harry S. Truman Coordinating Council	Executive Director
Dave Taylor	Missouri Department of Transportation	Area Engineer
Darieus Adams	Jasper County	Commissioner
Bill Reiboldt	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Transportation Planner	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk	City of Joplin	Traffic Engineer; Alternate

JATSO Boundary Map



Designated by Governor Bond in May 1983.

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The

amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

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

(3) REPORTS:

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

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

(4) PUBLICATION PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2021 and extend to October 31, 2022. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $441,689 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of

services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

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

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

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

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

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

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

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

chargeable as such:

1. Salaries and fringe benefits.

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

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

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

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

(H) Single Audit Requirement: If the Grantee receives $750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than $750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

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

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

(12) INDEMNIFICATION:

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

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

(13) TERMINATION OF AGREEMENT:

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

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

(C) Written Notice: To terminate this Agreement, the Commission must

give Grantee at least 15 days written notice specifying the reason(s) for termination.

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

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

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

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

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

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

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material

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

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

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

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

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

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

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

years. Required submittals shall be made by December of the current agreement period.

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

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

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

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

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

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

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA

and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

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

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

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

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

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

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

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

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

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

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

(30) BUDGET:

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

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

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

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

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

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

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

1. Cost Overruns:

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

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated

amount of overruns on other program components.

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	GRANTEE
_____	By _____
Title _____	Title _____
ATTEST:	ATTEST:
_____ Secretary to the Commission	By _____
	Title _____
Approved as to Form:	Approved as to Form:
	By _____
_____ Commission Counsel	Title _____

Appendix A

Task Funding Breakdown

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$100,746		$25,186	$125,932
Short Range Transportation Planning	$44,096		$11,024	$55,120
Long Range Transportation Planning	$231,275		$57,819	$289,093
Transit Planning		$75,008	$18,752	$93,760
Geographic Information Systems	$65,573		$16,393	$81,966
Total	$441,689	$75,008	$129,174	$ 645,872

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 441,689
5307 Funds	$ 75,008
Local Match	$ 129,174
Total Funds Allocated	$ 645,872

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 8/2/21	$ 785,527
Estimated FY 2022 allocation	$ 209,267
Remaining FY 2021 CPG Funds to be expended	$ (80,000)
CPG Funds Programmed for FY 2022	$ (441,689)
Remaining Unprogrammed Balance	$ 473,105

COUNCIL BILL NO. 2021-405 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2021, through October 31, 2022, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of four hundred and six hundred eighty-nine dollars ($441,689) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2021, by a vote of_____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-163
Replacement of a Vactor Truck

MEETING DATE
October 18, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2021-163 Ordinance; Sales Quotation from VAC-CON Inc.

REVIEWED BY
Director of Public Works - David Hertzberg, Director of Finance - Leslie Haase, City Attorney - Peter Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order to VAC-CON Inc., in the amount of Four Hundred Forty-Nine Thousand Two Hundred Fifty and 00/100 Dollars ($449,250.00) for the purchase of a Vactor Truck.

BACKGROUND
The Sewer Maintenance Division scheduled the replacement of a Vactor Truck. The Truck being replaced is a 2013 International Vactor truck. This Vactor Truck vehicle has had the tanks replaced and corrosion through normal wear and tear. The lifespan of a Vactor can vary but is usually around 10-12 years. Historically, vehicles and equipment replaced by the Sewer Division will then be declared surplus property and will be placed into the city auction, however we are trading this vehicle in for $30,000.
The City is utilizing the Sourcewell bid to find a replacement for the Vactor Truck. The decision was made by the Public Works Department to use the Sourcewell to purchase the new Vactor Truck from VAC-CON Inc, after going through several demonstrations of similar Vactor trucks from several different companies. This equipment meets city specification and mirrors existing equipment and is not available on the Missouri State bid site.
This truck was approved in the FY 2020-2021 budget.

FUNDING SOURCE
Wastewater Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with appropriations, the availability of the equipment, to be 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.

COUNCIL BILL NO. 2021-163 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order be issued to VAC-CON, Inc. in the amount of Four Hundred Forty-Nine Thousand Two Hundred Fifty and 00/100 Dollars ($449,250.00) for the purchase of a Vactor Truck; and containing an emergency clause.

WHEREAS, VAC-Con, Inc holds the Sourcewell bid #122017-AMI/VAC for the Vactor Truck purchases.

WHEREAS, in the FY 2020-2021 budget process, Council approved and budgeted funds to cover the purchase of a Vactor Truck.

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

Section 1. That a Purchase Order to be issued to VAC-CON Inc., for a replacement Vactor Truck in the amount of Four Hundred Forty-Nine Thousand Two Hundred Fifty and 00/100 Dollars ($449,250.00), be and the same is, hereby approved.

Section 2. That Fiscal Year 2020-2021 budgeted reflect an appropriation in the total amount of Four hundred Forty-Nine Thousand Two Hundred Fifty and 00/100 Dollars ($449,250.00) for the replacement of a Vactor Truck.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing with appropriations, the availability of equipment, to be 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 Ordinance approves an appropriation that is budgeted.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-163

I hereby certify that a sufficient amount is available in the Wastewater Fund for these appropriations to pay the amounts called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

VAC-CON

RED EQUIPMENT, LLC

GENERAL

The machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner operates independent of the vacuum system.

The machine is capable of being operated by one man, with all operating controls for high-pressure water pump, hose reel, and vacuum, located at the front of the machine for safety.

DEBRIS BODY

Debris storage body has a minimum usable liquid capacity of 12 cubic yards. The debris body shall be round for maximum strength and constructed of 3/16 inch ASTM A242 Corten A steel for enhanced corrosion resistance.

There shall be a diameter liquid drain valve, "knife valve type" and screen weldment inside for removing excess liquids. Drain will have 10 feet of 6 inch lay flat hose.

A rear door safety prop shall be provided. For ease of maintenance there shall be no hydraulic components located inside the debris body or rear door.

The debris body has five (5) externally mounted door locks that lock hydraulically. One manual T bolt is installed for operator safety. Hydraulic operated, heavy duty wedge style door locks shall be installed. The door locks shall be operated by two double acting hydraulic cylinders. The rear door shall also hydraulically open and close (raise and lower) by means of two double acting hydraulic cylinders. The unlocking-opening and the closing-locking operations shall be controlled by a single switch and sequence valve.

Dual steel weldments with stainless steel screen 8" x 28" each providing up to 1200 square inches of added filtration for the vacuum system shall be provided inside the debris tank. These weldments shall be removable and require no cutting or welding.

Dump controls are located on curbside mid-ship of the unit, well forward of the dumping area for operator safety. A manual override system is provided in case of system failure.

The debris body has a five year warranty. A copy of manufacturer's warranty statement shall be enclosed with bid. If pro-rated so state:_____

An internal polyethylene float device with external indicator is supplied to show when body is loaded to capacity.

AUTOMATIC VACUUM BREAKER

The automatic vacuum breaker assembly is located inside the body.

The automatic vacuum breaker assembly shall be controlled by an electric over hydraulic circuit. The entire system shall be replaceable via a bolt on assembly. The assembly shall consist of a 12" inlet and two 8" ports that provide air flow to the vacuum system.

A full indication activates an automatic vacuum breaker shut down system that completely shuts down 100 percent of the airflow to the vacuum system to prevent overfilling and wastewater discharge into the atmosphere.

The vacuum breaker system is automatically activated (closed) when the parking brake system is released to eliminate carryover during transit.

The system is controlled/activated, at the front hose reel control station. This enables the operator to pick up large debris with boom and place debris on the road surface. This system can be used for safety in the event suction must be shut off in case of an emergency.

The vacuum system shall operate independent of the high-pressure water system.

something else

A means of starting, stopping and varying the vacuum suction from operator station at the front of the machine is provided.

Unit must be capable of vacuuming under water without air induction. A manometer/vacuum test may be required to demonstrate the system performance.

The have a non-prorated warranty.

VACUUM PICK UP HOSE

Shall be front loading, attached at the front of the machine in order to provide ease of positioning the machine over the manhole, as well as afford maximum safety for the operator.

The 8" will be mounted on a boom that will provide a minimum of 18' vertical lift utilizing dual hydraulic cylinder and 230 degree of boom rotation powered hydraulically for non-interrupted smooth movement. Boom to have a lift capacity of 500 lbs. at the front bumper.

The boom will be powered by an electric over hydraulic system: up/down by dual lift cylinders. The right/left movements shall be hydraulic via worm gear rotation.

The boom shall hydraulically telescope a minimum of 10 ft. forward from the operators station. The height of the boom shall not change while the boom is being telescoped. A manual override system shall be provided for right/left, and up/down functions in case of system failure.

Control of the boom is by means of a joystick control at the operator's station, requiring no cables at operator's feet for boom operation. A wireless remote control will be provided for Boom, Vacuum Breaker, Chassis Throttle, and Debris Body functions.A manual override system shall be provided for right/left, and up/down functions in case of system failure.

A boom coverage chart shall be provided stating the square feet the boom covers.

8 inch diameter pipe extensions with clamps will be provided and carried on the truck as follows:

0 6-1/2' Catch Basin Nozzle

0 6' Aluminum Pipe Extension

0 5' Aluminum Pipe Extension

0 3' Aluminum Pipe Extension

WATER SUPPLY

The water tanks shall have a minimum usable capacity of U.S. gallons.

The water tanks shall be constructed of non-corrosive, non-metallic, durable, cross-linked polyethylene to eliminate rust, corrosion, and stress cracking.

The water tanks shall be mounted at and below the truck frame level to provide a low center of gravity for truck stability.

A 2-1/2 inch diameter x 25 feet long hydrant hose with hydrant wrench is supplied on the unit.

An anti-siphon fill device is installed on the unit.

Inspection ports shall be provided to fill or to add chemicals to the water system.

A sight gauge to indicate water level is located within sight of the operator station.

The water tanks are protected by a minimum of 11 gauge steel plating mounted below the water tanks for protection against road hazards when unit travels over the road, off the road or to land fills.

The water tanks carry a ten year replacement warranty.

AUXILARY ENGINE (WATER PUMP DRIVE ENGINE)

HIGH-PRESSURE WATER PUMP

The high pressure water pump shall be rated to deliver smooth continuous pressure and flow through the entire flow range of the pump. The high pressure shall have smooth continuous flow for both the high pressure system and the hand gun system.

A continuous duty flow of g.p.m. and p.s.i shall be provided.

High-pressure relief valves are provided for both the high-pressure system and hand gun system.

The water pump operates independently of the vacuum system and is powered by the auxiliary engine via clutchless, direct dual powerband drive system.

The high-pressure water pump drive system carries a five year replacement warranty. Warranty excludes the drive engine, i.e. auxiliary engine.

The water pump is capable of running dry.

Controls for starting and stopping the water pump and to vary the flow and pressure shall be at the front hose reel operator's station.

The high-pressure water pump is equipped with a cold weather drain valve. The valve allows the operator to completely drain the high-pressure pump.

HOSE REEL ASSEMBLY

The hose reel assembly is mounted on the front of the vehicle. The hose reel shall have a minimum of 30" inside diameter with a capacity of 800' x 1" hose. The hose reel is hydraulically powered in both directions by means of a double chain and sprocket drive. The controls for operating the motor have a flow control device to regulate the rotational speed of the reel in both directions. All hydraulic hoses are behind a steel housing to protect operator from hydraulic oil if a hose fails. The hydraulic motor, chain, and sprockets have a protective cover or are mounted on the radiator side of the hose reel for operator safety. The hose reel articulates 180 degrees to the drivers side allowing operator to work in any position through this arc. This allows greater flexibility in truck placement for manholes located in tough areas and provides greater safety to the operator. Reel extends beyond the width of unit for greater flexibility for positioning reel over offset manholes, catch basins, etc. A hydraulically controlled outrigger leg is supplied that comes in contact with the ground at any one position. A warning light is located in the cab to warn the operator that the outrigger leg is not in its transported position prior to moving the unit. A manual bypass system for the hose reel assembly is provided to manually pull the reel assembly away from its transported position. This feature allows operator to check fluids without starting engines.

JET HOSE

800' x 3/4" jet rodder hose will be supplied rated for 3000 psi working pressure and 7500 psi burst pressure.

A heavy duty hose guide with 25' of nylon rope will be provided.

Nozzles shall be hardened steel with replaceable ceramic orifices as follows: 1) Chisel head penetrator & 1) standard sanitary.

MANHOLE CLEANING WATER SYSTEM (HAND GUN)

The high-pressure pump and independent water tank assembly supplied shall be used for manhole cleaning. A smooth continuous flow of 20 g.p.m. and pressure of 600 p.s.i. shall be provided for ease of operation. A hand gun pressure relief valve set at 600 p.s.i. shall be provided. One full functioning hand gun with on/off hand control, replaceable nozzle tip, 12 inch extension, adjustable spray and 50' x 1/2" hose with retractable reel will be provided.

The hand gun will attach to the system via a quick couple connection at the curbside of the unit. To avoid being coiled at the operator's station a hand gun holder will be provided at the front bumper.

HYDRAULIC SYSTEM AND LUBRICATION

The hydraulic system has a 55-gallon capacity.

The hydraulic system shall incorporate a main shut off valve in case of hydraulic failure.

The hydraulic system shall incorporate hydraulic pressure relief valves and pressure gauges for ease of trouble shooting and maintenance.

The unit is equipped on the passenger side, mid-section of the module, a permanent weatherproof white vinyl lubrication chart that points out lubrication points on the module and specifies what type of lubrication and hydraulic fluids are required. The chart also specifies the frequency of each lubrication point.

Remote plumbed grease fittings are provided for the vacuum compressor, boom rotation, and water pump drive areas.

ACCESSORIES

A minimum twelve (12) month manufacturer's guarantee on the unit will be provided.

1	Debris body power flush out system
1	Rear splash guard, tank mounted (2 - 10 O'clock Position)
1	Air purge system
1	1/4 turn ball valve water drain
1	Variable flow valve
1	Power Guide "Reel Power" level wind guide
1	Storage box shall be provided with two roll out shelves
1	2) steel rear mounted tool boxes, 24" x 18" x 18"

1	Rear mounted tow hooks
1	Auxiliary engine remote oil drain
1	Remote boom grease zerk assembly, (accessible from ground level)
1	Remote debris tank grease zerk assembly (accessible from ground level)
1	15' leader hose
1	Water pump remote oil drain
1	Traffic Camera with Color Monitor (Camera placement must be picked)
1	Rear traffic camera
1	Long handle storage/ (2) PVC
1	Long handle storage placement - rear of mainframe
1	Omnibus Precision Power utilizes CAN BUS technology to optimize hydrostatic performance and improve vacuum efficiency.
1	Hydroexcavation package includes: 50' retractable handgun hose reel with 50' of 1/2" high pressure hose, HP/Quick disconnect, heavy duty HP unloader valve, main control ball valve, 72x1/2 Sch. 80 Lance w/ Quick Dcn., Sngl. Fwd. Spray Nozzle, Horiz. Hand.
1	Titan Style Water Gauge
1	SEGMENTED BOOM ELBOW

LIGHTING

The entire module electrical system is vapor sealed to eliminate moisture damage.

All wiring is color-coded, labeled and run in sealed terminal enclosures.

All module circuits are protected by circuit breakers.

Clearance lights and reflectors are furnished in accordance with D.O.T. requirements.

2	Mirror mounted LED strobe light, with limb guard - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
1	LED strobe light with limb guard, rear debris tank door mounted - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
1	4 LED strobes - (2) front bumper, (2) rear bumper - Whelen 50A03ZCR - Amber
1	LED Arrow stick - Whelen TAM85 Traffic Advisor
1	LED Boom Mounted Flood Light - Whelen NP6BB Worklight
1	LED Rear Mounted Flood Lights - Whelen NP6BB Worklight
1	LED Flood Light - Level Wind Guide with Limb Guard - Whelen NP6BB Worklight

PAINT

Unit paint surfaces are shot blasted, Ambershield zinc primed, sanded and sealed with epoxy primer. Hose reel spool, debris tank and sides of mainframe painted with PPG Delfleet single stage polyurethane paint. All other paintable surfaces coated in PPG Ambershield textured black paint.

Unit shall have reflective White or Blue

Chassis shall be painted manufacturers standard white.

to customer special instructions

with DuPont Imron 5000 polyurethane paint.

Unit shall have reflective black side and boom stripes and rear door chevrons.

Chassis shall be painted

TRAINING AND MANUALS

Operator training will be conducted by a factory-trained representative for a minimum of one day at the time of delivery. 3 copy(ies) of the operating and maintenance manual for the sewer cleaner module shall be provided upon unit delivery. An operational video will be provided with the unit.

MOUNTING AND DELIVERY

The unit described will be mounted on a truck chassis acceptable to the body manufacturer at the factory of the body manufacturer.

OMNIBUS™ PRECISION POWER CONTROL SYSTEM:

The Omnibus™ Precision Power control system shall be equipped with a joystick, a minimum of 3 - CAN switch packs and a 7" LCD color monitor.

The Joystick will have 4 buttons and a trigger.

A minimum of 3 CAN switch packs capable of controlling 8 functions each are required. Standard, one switch pack to be mounted in the chassis cab, at the hose reel operators station and at the mid body operating station curbside.

The display shall be 7" LCD and full color. It shall have 800x480 resolution and be IP 6K5. The display shall have 12 buttons, a status light, a light sensor for automatic adjustment in variable ambient lighting, a home key, and push-turn control knob and a back button. In the event of display damage, the machine is capable of operating without the display. The locked operator's screen will display: Chassis engine tachometer, auxiliary engine tachometer, chassis engine fuel level, auxiliary engine fuel level, work/PTO mode, hydraulic oil temperature warning and alarm, emergency stop activation, vacuum breaker status, water pressure, blower speed, hose footage, maximum hose reel speed and will contain other system's pages including troubleshooting and on-board machine diagnostics. The display will be mounted on an adjustable linkage for operator visibility and ergonomics. The display will be retracted into a hinged cabinet during transportation.

EXCEPTIONS AND DEVIATIONS:

Bidder shall fully explain every variance, exception, and or deviation to the bid specifications. Additional sheets/lines may be added if required.

09/21/2021

NEW SOURCEWELL TITAN COMBINATION JET/VACUUM SEWER CLEANER

SOURCEWELL CONTRACT: 122017-AMI/VAC

Customer: CITY OF JOPLIN Shipping: MISSOURI

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment TAQD311HE/1300 **(TITAN PACKAGE)**	
Freightliner Model 114SD 6 x 4, 66,000 GVWR chassis with a 370 HP diesel engine, Allison 3000 RDS automatic transmission and A/C	
Body mounting on Chassis	
Titan Package Including all standard equipment	
AQD Fan drive for Titan	
10' Aluminum telescoping boom with pendant control station	
Front mounted articulating to driver's side hose reel, 800' x 1" capacity (Std. Pivot)	
25' aluminum intake hose (1 - 3', 2-5', 1-6' and 1-6.5' catch basin nozzle) with locking quick clamps	
Sealed and locking tool boxes	
Zink, PPG paint - line on process, "aircraft-grade" primer	
12 month standard warranty on module	
5# fire extinguisher	
Set of triangles	
5 year centrifugal compressor (fans) warranty	
2 year water pump warranty	
5 year water pump drive warranty	

Requirement Specification	
800' x 3/4" Jet rodder hose	
50 GPM @ 3000 PSI Giant water pump system with a GM 5.7 Gas 140 HP engine with auxiliary engine driven hydraulics	
A flat style rear door in lieu of dome style door including hydraulic opener	
Rear splash guard (2 - 10 O'clock) tank mounted	
1/4" Turn ball valve water drain	
50' Capacity retractable hand gun hose reel	
Air purge system	
Debris body "Power Flush" system, 8 jets	
Electronic Titan style water level gauge	
Hydro-X Package	
Swivel upgrade 1-1/4" rotary union	
Upgrade ball valves 1-1/4" plumbing + heavy duty ball valves	
Variable flow valve	
Water pump remote oil drain	
Winter recirculating connection for high pressure hand-gun	
Winter recirculating connection for low pressure hand-gun	
Power Guide "Reel Power" level wind guide	
Auxiliary engine remote oil drain	
Boom headache rack	
Long handle storage	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease assembly	
Segmented boom elbow	

Requirement Specification	
LED 4 Strobes - (2) front bumper, (2) rear bumper	
LED Arrow stick	
LED Boom mounted flood lights with limb guard	
LED Flood light - level wind guide with limb guard	
LED Rear mounted flood lights with limb guard	
LED Strobes with limb guards, rear debris tank mounted	
Two Mirror mounted LED strobe lights with limb guards	
Omnibus precision power system	
Rear camera placement	
Wireless remote control	
Traffic camera with color monitor	
Paper Vac-Con Manual	
1" x 15' Length leader hose	
Roll out shelves for storage box behind cab	
24" x 18" x 18" Steel rear tool boxes mounted on each side of extended frame units	
Optional Striping Package - Black	
Paint Chassis Hood Flat Black	
Paint Module: TBA	
1" Bulldog with skid proved by RED Equipment	
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator	
ICC lighting	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of ½" hand gun hose	
Local dealer pre delivery and inspection	
On site customer training	

Requirement Specification	
Delivery to customer facility	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	$479,250.00
TRADE IN: 2013Vactor on a International Chassis Mileage: 19,086, VIN: 1HTWGAZT6DH302296	($30,000.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER AFTER TRADE IN	$449,250.00

Delivery is _____ Days after receipt of order.

SOURCEWELL CONTRACT NO 122017-AMI/VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC.
969 HALL PARK RD
GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS
EMAIL MJDUBOIS@DUCOLLC.COM
PHONE: 410-924-1004

General Warranty

CITY OF JOPLIN, MO

Specific written warranty statement provided with each new truck shall take precedence over this or any other warranty statement.

COVERAGE:

VAC-CON, as seller, warrants Combination Sewer Cleaning, Xcavators, and Hot Shot equipment manufactured by it, bearing its name shall be free from defects in material, and workmanship, under normal use and service as determined by us, for a period of (24) twenty-four months from the date of delivery to the first retail purchaser.

VAC-CON, as seller, warrants all Industrial Vacuum Machine equipment manufactured by it, shall be free from defects in material and workmanship, under normal use and service as determined by us, for a period of (6) six months from the date of delivery to the first retail purchaser.

Should any equipment or part of such equipment sold hereunder prove to be defective in material or workmanship within said period, and be returned to Seller's factory no later than 15 days after the expiration date of the warranty, transportation charges prepaid by the Buyer, and upon examination be found to be defective, such part will be replaced at the factory by the Seller free of charge, but the Seller shall be under no further liability in respect to such warranty. It is expressly understood that the Seller's liability is limited to furnishing of such replacement parts within a reasonable length of time and that the Seller will not be liable for any damages, losses or expenses arising in connection with the use of or inability to use the unit(s), including but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of vehicle use. Buyer shall be responsible for the payment of duties or taxes on warranty parts, if applicable. The Seller shall be under no liability because of normal wear and tear of operation or maintenance contrary to the manufacturer's official Operator's Manual. The Buyer accepts any liability for damage or injury resulting from the removal or alteration of safety guards and safety precautions provided on the unit at the time of delivery. This warranty shall not apply and VAC-CON shall have no liability under it or otherwise if accident, careless handling, or improper applications shall have injured the unit or if any repairs have been made to the unit by other than VAC-CON, its agents or employees.

Warranties covering major components not of VAC-CON manufacture (power plants, hydraulics, trucks, vacuum compressors, transmissions, electrical components, batteries, tires, etc.) are warranted by their respective manufacturers.

We give no warranty express or implied, as to description, quality, productiveness or any other matter and the Buyer hereby waives the right of refusal and return of the goods which is usually connected with non-warranty.

It is the sole responsibility of the purchaser to use this equipment in an appropriate application and a safe manner. VAC-CON assumes no responsibility or liability for its misuse.

FIVE (5) YEAR WARRANTY:

VAC-CON warrants that the fan blades, auxiliary engine water pump drive components (excluding engine and pump) and debris tank shall be free from defects in material and workmanship, under normal use and service as determined by the manufacturer, for a period of sixty (60) months (not pro-rated) from the date the unit is first placed into service.

LIFETIME WARRANTY:

VAC-CON warrants that the fresh water tanks shall be free from defects in material and workmanship, under normal use and service as determined by the manufacturer, for the lifetime of the unit, from the date the unit is first placed into service.

HOT SHOT WATER TANKS:

One (1) YEAR WARRANTY: VAC-CON warrants that the fresh water tank shall be free from defects in material and workman- ship, under normal use and service as determined by the manufacturer, for a period of twelve (12) months (not pro-rated) from the date the unit is first placed into service

This warranty is not transferable.

WARRANTY REGISTRATION:

Warranty must be registered with Vac Con upon delivery to the first retail purchaser in order to be in effect. Failure to do so will result in the original invoice date becoming the inception date of warranty coverage. Vac Con is not responsible or liable for loss of warranty coverage due to failure to register the warranty in a timely manner.

SPECIFIC EXCLUSIONS:

Normal and routine maintenance as specified in the specific manuals as indicated by the manufacturer's official Operator's Manual. Travel time, meals, lodging, transportation expenses, rental units, and work unrelated to a covered event. Certain parts are deemed consumable or expendable items. These parts are consumed with routine usage of the equipment and are not covered by equipment warranty. Excluded items include, but are not limited to: Nozzles, Nozzle skids, Sewer Cleaning Hoses, Ball Valves, Gate Valves, Knife Valves, Needle Valves, Hose Guides, Rotary Unions, Hand Guns, Unloader Valves, Water System Relief Valves, Hydrant Fill Hoses, Water Pump Packings, Water Pump Check Valves, all Belts, Vacuum Hoses, Boom Suction Elbows, Telescoping Boom Tubes, Suction Tubes, Catch Basin Tubes, Tube Clamps, Rear Door Wear Plate, Lay Flat drain hoses, All Bearings, All Seals and Gaskets, All Fluids, All Filters, Fuses, Electrical Switches, Electric bulbs and lenses.

LIMITATIONS:

Warranty claims must be filed within thirty (30) calendar days from date of repair. Claims submitted more than forty-five (45) days after date of repair, labor will not be considered. Claims submitted more than ninety (90) days after date of repair will not be considered.

PURCHASE ORDER EXHIBIT FOR WORK ORDER NO. 2021-03

2021-2023 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI
WORK ORDER 2021-03

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	1	LS	Mobilization for Sewer Line Cleaning and Inspection (Ea. WO)	$ 1,000.00	$ 1,000.00
1.01	28	LF	6" to 10" Diameter Light Cleaning	$ 1.00	$ 28.00
1.02	10,297	LF	12" to 16" Diameter Light Cleaning	$ 1.00	$ 10,297.00
1.04	161	LF	24" to 27" Diameter Light Cleaning	$ 2.00	$ 322.00
1.10	5,149	LF	12" to 16" Diameter Heavy Cleaning	$ 1.80	$ 9,268.20
1.12	81	LF	24" to 27" Diameter Heavy Cleaning	$ 12.00	$ 972.00
1.17	28	LF	6" to 10" Diameter CCTV Inspection	$ 1.25	$ 35.00
1.18	10,297	LF	12" to 16" Diameter CCTV Inspection	$ 1.25	$ 12,871.25
1.20	161	LF	24" to 27" Diameter CCTV Inspection	$ 1.25	$ 201.25
24.01	65	HR	Backhoe and Operator	$ 131.00	$ 8,515.00
24.03	20	HR	18,000 Lb Excavator and Operator	$ 165.00	$ 3,300.00
24.05	125	HR	>40,000 Lb Excavator and Operator	$ 260.00	$ 32,500.00
24.06	6	HR	Standard Dump Truck and Driver	$ 105.00	$ 630.00
24.07	59	HR	End Dump Truck and Driver	$ 142.00	$ 8,378.00
25.02	132	HR	Laborer with Hand Tools	$ 125.00	$ 16,500.00
			Construction Total		$ 104,817.70

SUMMARY BY WORK SITE

No.	DESCRIPTION	AMOUNT
1	Extra Easement Clearing for 60-Inch Trunkline Sewer	$ 29,492
2	Easement Clearing between N. Rangeline and Hodgdon Rd. (west of the mall)	$ 40,331
3	Clean and CCTV Parallel 15" lines (region east of Menards)	$ 34,995
	TOTAL =	$ 104,818

PURCHASE ORDER EXHIBIT FOR WORK ORDER NO. 2021-03

Site No 1: 60-inch Trunkline Sewer



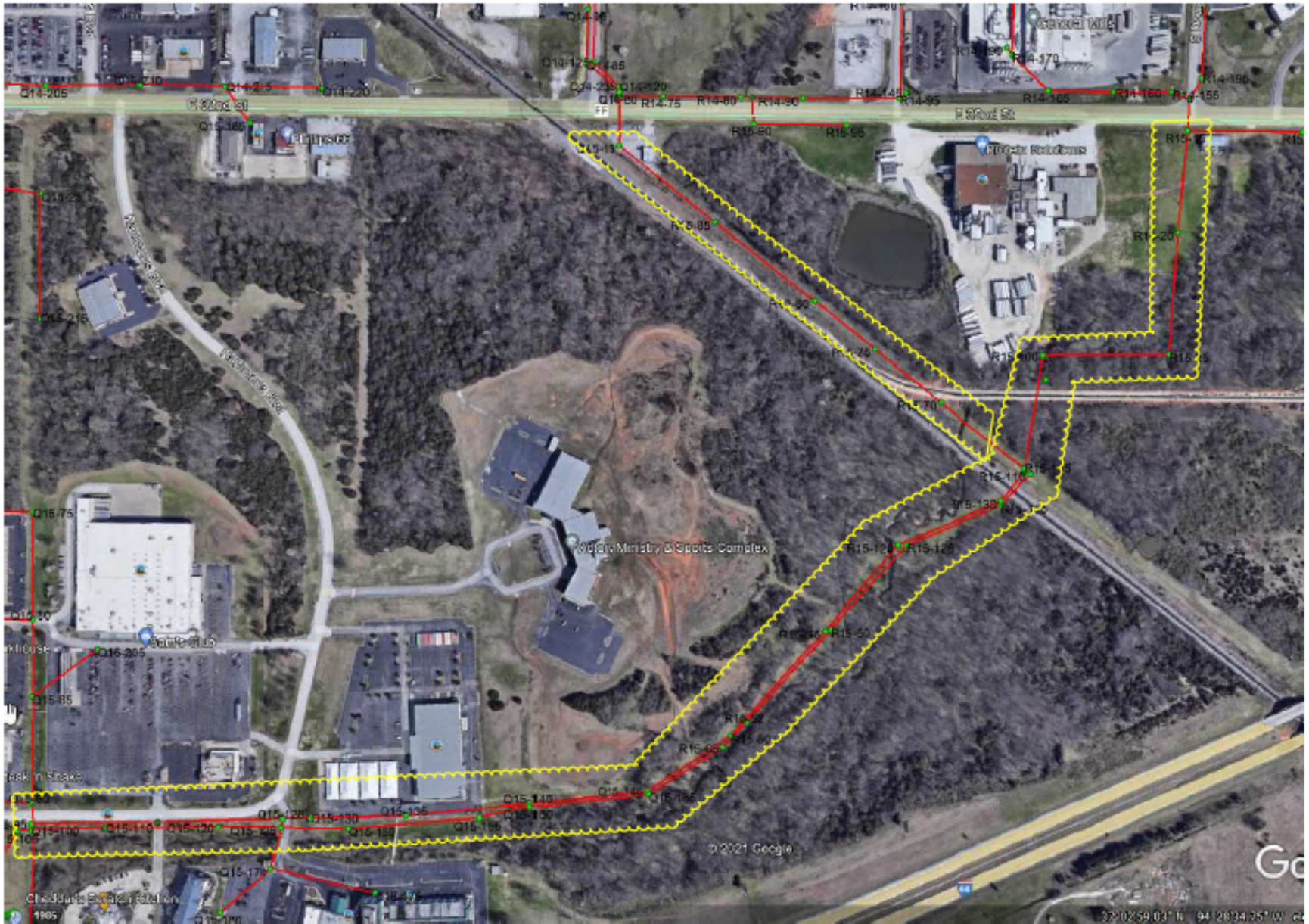
Site No 2: Easement Clearing between N. Rangeline and Hodgdon Rd [inside yellow clouded region in image below]





PURCHASE ORDER EXHIBIT FOR WORK ORDER NO. 2021-03

Site No 3: Clean and CCTV Parallel 15" lines - region east of Menard's [inside yellow clouded regions in image below]



COUNCIL BILL NO. 2021-165 ORDINANCE NO

AN ORDINANCE approving a purchase order for One Hundred Four Thousand, Eight Hundred Seventeen and 70/100 Dollars ($104,817.70) with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; 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 a purchase order to Ace Pipe Cleaning, Inc., in the amount of One Hundred Four Thousand, Eight Hundred Seventeen and 70/100 Dollars ($104,817.70) for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project, a true and accurate copy of said Purchase Order being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. passage. Specifically, this Council Bill is considered an emergency due to the public health concerns associated with maintenance of the sanitary sewer system, and to avoid project delays.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-165

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

_____

Leslie Haase, Director of Finance

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

2021-2023 EVALUATION AND REHABILITATION TOOLBOX
FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ENGINEER'S ESTIMATE = $2,540,000

			Ace Pipe Cleaning, Inc.	Visu-Sewer of Missouri, LLC
			Kansas City, MO	E. St. Louis, IL
SEWER LINE CLEANING AND CCTV INSPECTION				
Item No.	Item Description	Unit	Unit Price	Unit Price
1.00	Mobilization for Sewer Line Cleaning and Inspection (Each Work Order)	LS	$1,000.00	$2,625.00
	Light Cleaning (Up to 3 Cleaning Passes)			
1.01	6” to 10” Diameter Light Cleaning	LF	$1.00	$0.84
1.02	12” to 16” Diameter Light Cleaning	LF	$1.00	$0.84
1.03	18” to 21” Diameter Light Cleaning	LF	$1.25	$0.84
1.04	24” to 27” Diameter Light Cleaning	LF	$2.00	$1.30
1.05	30” to 32" Diameter Light Cleaning	LF	$3.00	$1.76
1.06	36” to 38" Diameter Light Cleaning	LF	$3.50	$1.76
1.07	42" to 48" Diameter Light Cleaning	LF	$4.50	$2.67
1.08	54" to 60" Diameter Light Cleaning	LF	$4.75	$3.59
	Heavy Cleaning (4 to 10 Cleaning Passes)			
1.09	6” to 10” Diameter Heavy Cleaning	LF	$1.10	$2.05
1.10	12” to 16” Diameter Heavy Cleaning	LF	$1.80	$2.45
1.11	18” to 21” Diameter Heavy Cleaning	LF	$5.00	$5.85
1.12	24” to 27” Diameter Heavy Cleaning	LF	$12.00	$5.85
1.13	30” to 32” Diameter Heavy Cleaning	LF	$13.00	$10.50
1.14	36” to 38" Diameter Heavy Cleaning	LF	$14.00	$10.50
1.15	42" to 48" Diameter Heavy Cleaning	LF	$16.00	$15.00
1.16	54" to 60" Diameter Heavy Cleaning	LF	$18.00	$20.60
	CCTV Inspection (PACP Compliant)			
1.17	6” to 10” Diameter CCTV Inspection	LF	$1.25	$1.00
1.18	12” to 16” Diameter CCTV Inspection	LF	$1.25	$1.00
1.19	18” to 21” Diameter CCTV Inspection	LF	$1.25	$1.00
1.20	24” to 27” Diameter CCTV Inspection	LF	$1.25	$1.00
1.21	30” to 32” Diameter CCTV Inspection	LF	$2.00	$1.00
1.22	36” to 38" Diameter CCTV Inspection	LF	$2.00	$1.00
1.23	42" to 48" Diameter CCTV Inspection	LF	$2.00	$1.00
1.24	54" to 60" Diameter CCTV Inspection	LF	$2.00	$1.00
LATERAL SEWER LINE CLEANING AND CCTV INSPECTION				
Item No.	Item Description	Unit		
2.00	Mobilization for Lateral Sewer Line Cleaning and Inspection (Each Work Order)	LS	$1,000.00	$2,625.00
2.01	Lateral Inspection Setup Per Manhole to Manhole Segment	EA	$200.00	$50.00
2.02	4" to 6" Diameter Lateral Sewer Line Light Cleaning	LF	$3.00	$65.00
2.03	4" to 6" Diameter Lateral Sewer Line Heavy Cleaning	LF	$85.00	$105.00
2.04	4" to 6" Diameter Lateral Sewer Line CCTV Inspection	LF	$3.00	$65.00
2.05	Locate for Cleanout, via Lateral Launch Mainline Camera	EA	$200.00	$920.00

LARGE DIAMETER SEWER LINE INSPECTION AND SONAR AND LASER PROFILING				
Item No.	Item Description	Unit		
3.00	Mobilization for Large Diameter Sewer Line Inspection (Each Work Order)	LS	$1,500.00	$10,000.00
3.01	≥18" Diameter Large Dia. Sewer Line Inspection	LF	$5.25	$25.00

MANHOLE CLEANING AND INSPECTION				
Item No.	Item Description	Unit		
4.00	Mobilization for Manhole Cleaning and Inspection (Each Work Order)	LS	$750.00	$2,750.00
4.01	Manhole Cleaning	EA	$40.00	$465.00
4.02	Manhole Inspection	EA	$75.00	$250.00

FOAMING ROOT CONTROL				
Item No.	Item Description	Unit		
5.00	Mobilization for Foaming Root Control (Each Work Order)	LS	$1,575.00	$7,500.00
5.01	8" to 12" Diameter Foaming Root Control	LF	$1.30	$3.50
5.02	14" to 18" Diameter Foaming Root Control	LF	$1.45	$6.50

SMOKE TESTING				
Item No.	Item Description	Unit		
6.00	Mobilization for Smoke Testing (Each Work Order)	LS	$2,100.00	$2,325.00
6.01	8" to 12" Diameter Smoke Testing	LF	$0.46	$0.49
6.02	14" to 18" Diameter Smoke Testing	LF	$0.46	$0.49
6.03	20" to 30" Diameter Smoke Testing	LF	$0.46	$0.49

SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES				
Regular Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)				
Item No.	Item Description	Unit		
7.00	Operator and TV Truck	HR	$190.00	$245.00
7.01	Operator and Jetter Unit	HR	$175.00	$175.00
7.02	Operator and Jetter/Combo Unit	HR	$190.00	$210.00
7.03	Operator and Jumbo Jetter/Combo Unit	HR	$205.00	$250.00
7.04	Operator and Wet Vacuum	HR	$175.00	$210.00
7.05	Operator and Dry Vacuum	HR	$185.00	$210.00
7.06	Operator and Waterblaster	HR	$185.00	$600.00
7.07	Operator and Bucket Machines	HR	$280.00	$500.00
7.08	2-Operators, TV Truck, and Jetter Unit	HR	$280.00	$315.00
7.09	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$320.00	$350.00
7.10	Additional Laborer	HR	$90.00	$135.00
7.11	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$70.00	$25.00
	Overtime Rates			
7.12	Operator and TV Truck	HR	$195.00	$295.00
7.13	Operator and Jetter Unit	HR	$180.00	$225.00
7.14	Operator and Jetter/Combo Unit	HR	$200.00	$260.00
7.15	Operator and Jumbo Jetter/Combo Unit	HR	$225.00	$300.00
7.16	Operator and Wet Vacuum	HR	$175.00	$260.00
7.17	Operator and Dry Vacuum	HR	$195.00	$260.00
7.18	Operator and Waterblaster	HR	$195.00	$700.00
7.19	Operator and Bucket Machines	HR	$300.00	$800.00

7.20	2-Operators, TV Truck, and Jetter Unit	HR	$310.00	$415.00
7.21	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$360.00	$450.00
7.22	Additional Laborer	HR	$100.00	$185.00
7.23	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$70.00	$25.00
	Accessories			
7.24	Powdered Lime	LBS	$2.50	$2.75
7.25	6-Inch Plastic Vacuum Hose	100' Roll	$150.00	$250.00
7.26	6-Inch Metal Flex Hose	LF	$13.50	$35.00
7.27	Confined Space Equipment - Tripod, Gas Detector, Etc.	DAY	$135.00	$100.00
7.28	Hurricane Nozzle	HR	$27.00	$250.00

LINING OF EXISTING SEWERS - CIPP

Item No.	Item Description	Unit		
8.00	Mobilization For MH to MH CIPP (Each Work Order)	LS	$8,000.00	$9,015.00
8.01	8" Diameter (6 mm Liner Thickness) CIPP	LF	$26.25	$25.25
8.02	8" Diameter (7.5 mm Liner Thickness) CIPP	LF	$27.00	$27.75
8.03	10" Diameter (6 mm Liner Thickness) CIPP	LF	$28.25	$29.90
8.04	10" Diameter (7.5 mm Liner Thickness) CIPP	LF	$30.00	$32.45
8.05	12" Diameter (6 mm Liner Thickness) CIPP	LF	$38.25	$35.50
8.06	12" Diameter (7.5 mm Liner Thickness) CIPP	LF	$41.00	$38.00
8.07	12" Diameter (9.0 mm Liner Thickness) CIPP	LF	$43.00	$48.30
8.08	12" Diameter (10.5 mm Liner Thickness) CIPP	LF	$48.00	$51.40
8.09	12" Diameter (12.0 mm Liner Thickness) CIPP	LF	$53.00	$53.25
8.10	15" Diameter (7.5 mm Liner Thickness) CIPP	LF	$74.00	$47.00
8.11	15" Diameter (9.0 mm Liner Thickness) CIPP	LF	$77.00	$61.00
8.12	15" Diameter (10.5 mm Liner Thickness) CIPP	LF	$80.00	$64.75
8.13	15" Diameter (12.0 mm Liner Thickness) CIPP	LF	$82.00	$67.75
8.14	18" Diameter (9.0 mm Liner Thickness) CIPP	LF	$86.00	$68.25
8.15	18" Diameter (10.5 mm Liner Thickness) CIPP	LF	$89.00	$73.50
8.16	18" Diameter (12.0 mm Liner Thickness) CIPP	LF	$95.00	$76.75
8.17	18" Diameter (13.5 mm Liner Thickness) CIPP	LF	$108.00	$102.00

CIPP POINT REPAIRS (5-FOOT LONG)

Item No.	Item Description	Unit		
9.00	Mobilization for CIPP Point Repair (Each Work Order)	LS	$2,000.00	$5,100.00
9.01	8" Diameter CIPP Point Repair	EA	$1,600.00	$3,565.00
9.02	10" Diameter CIPP Point Repair	EA	$1,700.00	$3,580.00
9.03	12" Diameter CIPP Point Repair	EA	$1,800.00	$4,760.00
9.04	15" Diameter CIPP Point Repair	EA	$2,000.00	$6,155.00
9.05	18" Diameter CIPP Point Repair	EA	$4,500.00	$6,510.00

LINING OF EXISTING SEWERS - THERMOFORM (FOLD AND FORM) PIPE				
Item No.	Item Description	Unit		
10.00	Mobilization for Thermoform CIPP (Each Work Order)	LS	$4,000.00	$15,000.00
10.01	8" Diameter Thermoform CIPP	LF	$35.00	$52.00
10.02	10" Diameter Thermoform CIPP	LF	$50.00	$75.00
10.03	12" Diameter Thermoform CIPP	LF	$75.00	$110.00
10.04	15" Diameter Thermoform CIPP	LF	$125.00	$175.00
10.05	18" Diameter Thermoform CIPP	LF	$165.00	$220.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT)				
Item No.	Item Description	Unit		
11.00	Mobilization for GRP CIPP (Each Work Order)	LS	$4,000.00	$8,800.00
11.01	8" Diameter GRP CIPP	LF	$40.00	$55.00
11.02	10" Diameter GRP CIPP	LF	$43.00	$61.00
11.03	12" Diameter GRP CIPP	LF	$60.00	$85.00
11.04	15" Diameter GRP CIPP	LF	$80.00	$125.00
11.05	18" Diameter GRP CIPP	LF	$90.00	$150.00

LINING OF EXISTING SEWERS - CENTRIFUGALLY CAST CONCRETE PIPE (CCCP)				
Item No.	Item Description	Unit		
12.00	Mobilization for CCCP (Each Work Order)	LS	$3,000.00	$4,000.00
12.01	36" Diameter CCCP	LF	$325.00	$415.00
12.02	38" Diameter CCCP	LF	$345.00	$450.00
12.03	42" Diameter CCCP	LF	$380.00	$500.00
12.04	48" Diameter CCCP	LF	$435.00	$550.00
12.05	54" Diameter CCCP	LF	$485.00	$620.00
12.06	60" Diameter CCCP	LF	$540.00	$700.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)				
Item No.	Item Description	Unit		
13.00	Mobilization for Trenchless LCR (Each Work Order)	LS	$2,500.00	$3,850.00
13.01	Trenchless LCR Setup Per Manhole to Manhole Segment	EA	$500.00	$660.00
13.02	Ambient Steam Cured LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$1,375.00	$1,775.00
13.03	Ambient Steam Cured LCR - 15" to 21" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$3,500.00	$4,675.00
13.04	Additional Steam Cured Lateral Liner – 8" to 21" Diameter Main, 4" to 6" Diameter Lateral, > 18" Long	LF	$175.00	$250.00
13.05	UV Light Cured LCR - 8" to 12" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$1,375.00	$1,775.00
13.06	UV Light Cured LCR - 15" to 21" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$4,000.00	$4,675.00
13.07	Additional UV Light Cured Lateral Liner – 8" to 21" Diameter Main, 4" to 6" Diameter Lateral, > 18" Long	LF	$175.00	$250.00
13.08	Lateral Liner Terminating in Manhole, 4" to 6" Diameter	EA	$1,850.00	$2,750.00
13.09	In-Lateral Transition from 6" to 4" Diameter or 8" to 6" Diameter	EA	$1,000.00	$1,650.00
13.10	Mainline Manhole Drops, 8" to 12" Diameter	EA	$4,500.00	$5,500.00

PRESSURE TESTING AND GROUTING OF SEWER LINE JOINTS				
Item No.	Item Description	Unit		
14.00	Mobilization for Sewer Joint Testing and Grouting (Each Work Order)	LS	$750.00	$2,625.00
14.01	Testing of 8" Diameter Pipe Joints	EA	$50.00	$52.00
14.02	Testing of 10" Diameter Pipe Joints	EA	$50.00	$56.00
14.03	Testing of 12" Diameter Pipe Joints	EA	$50.00	$61.25
14.04	Grouting of 8" Diameter Pipe Joints	EA	$30.00	$5.00
14.05	Grouting of 10" Diameter Pipe Joints	EA	$30.00	$5.00
14.06	Grouting of 12" Diameter Pipe Joints	EA	$30.00	$5.00
14.07	Testing Lateral Connections on an 8" Diameter Sewer Main	EA	$425.00	$580.00
14.08	Testing Lateral Connections on a 10" Diameter Sewer Main	EA	$425.00	$580.00
14.09	Testing Lateral Connections on a 12" Diameter Sewer Main	EA	$425.00	$580.00
14.10	Grouting Lateral Connections on an 8" Diameter Sewer Main	EA	$100.00	$10.00
14.11	Grouting Lateral Connections on a 10" Diameter Sewer Main	EA	$100.00	$10.00
14.12	Grouting Lateral Connections on a 12" Diameter Sewer Main	EA	$100.00	$10.00
14.13	Testing of Small Diameter Sewer Lines Connected to Manholes	EA	$425.00	$575.00
14.14	Grouting of Small Diameter Sewer Lines Connected to Manholes	EA	$100.00	$25.00
14.15	Injectable Urethane Grout	GAL	$12.00	$185.00
14.16	Injectable Acrylamide Grout	GAL	$12.00	$12.00

MANHOLE FRAME AND COVER REPLACEMENT				
Item No.	Item Description	Unit		
15.00	Mobilization for MH Frame and Cover Replacement (Each Work Order)	LS	$675.00	$1,650.00
15.01	Frame and Cover Under Arterial Street (Material)	EA	$410.00	$905.00
15.02	Frame and Cover Not Under Arterial Street (Material)	EA	$340.00	$305.00
15.03	Under Turf (Installation)	EA	$775.00	$880.00
15.04	Under Alleyway (Installation)	EA	$875.00	$1,100.00
15.05	Under Pavement (Installation)	EA	$2,075.00	$2,200.00

CEMENTITIOUS & EPOXY MANHOLE RENOVATION AND PIPE END SEALS				
Item No.	Item Description	Unit		
16.00	Mobilization for Cementitious & Epoxy MH Renovation (Each Work Order)	LS	$3,000.00	$3,260.00
16.01	Cementitious (Type 1 Portland Cement) Lining	SF	$13.00	$22.00
16.02	Cementitious H_2S Resistant (Fused Aluminate Clinker) Lining	SF	$14.50	$28.00
16.03	Cementitious Lining with Antimicrobial Additive	SF	$16.00	$23.20
16.04	Epoxy Lining	SF	$19.00	$45.00
16.05	Cementitious & Epoxy Lining	SF	$33.00	$55.60
	CIPP End Seals			
16.06	Mobilization for CIPP End Seals (Each Work Order)	LS	$2,000.00	$5,100.00
16.07	8" Diameter CIPP End Seal	EA	$600.00	$600.00
16.08	10" Diameter CIPP End Seal	EA	$650.00	$700.00
16.09	12" Diameter CIPP End Seal	EA	$700.00	$800.00
16.10	15" Diameter CIPP End Seal	EA	$750.00	$900.00
16.11	18" Diameter CIPP End Seal	EA	$900.00	$1,000.00

FLEXIBLE MANHOLE CHIMNEY SEALANT				
Item No.	Item Description	Unit		
17.00	Mobilization for Flexible MH Chimney Sealant (Each Work Order)	LS	$1,500.00	$3,850.00
17.01	Chimney Sealant	SF	$150.00	$125.00

MANHOLE RENOVATION USING CIPM				
Item No.	Item Description	Unit		
18.00	Mobilization for CIPM Renovation (Each Work Order)	LS	$2,500.00	$3,895.00
18.01	4' Diameter CIPM (Up to 6' Deep)	EA	$3,900.00	$4,200.00
18.02	4' Diameter CIPM Extra Depth	VF	$650.00	$700.00
18.03	5' Diameter CIPM (Up to 6' Deep)	EA	$6,000.00	$5,490.00
18.04	5' Diameter CIPM Extra Depth	VF	$1,000.00	$915.00
18.05	6' Diameter CIPM (Up to 6' Deep)	EA	$7,500.00	$6,090.00
18.06	6" Diameter CIPM Extra Depth	VF	$1,250.00	$1,015.00

MANHOLE GROUTING				
Item No.	Item Description	Unit		
19.00	Mobilization for MH Grouting (Each Work Order)	LS	$750.00	$2,320.00
19.01	Setup Per Manhole	EA	$100.00	$10.00
19.02	Manhole Grouting Labor, Including Operators and Equipment	HR	$260.00	$275.00
19.03	Injectable Grout	GAL	$12.00	$12.00

OPEN CUT SEWER LINE WORK 8" THROUGH 12" DIAMETER				
Item No.	Item Description	Unit		
20.00	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Each Work Order)	LS	$675.00	$1,650.00
	Point Repair for 8" and 10" Diameter Existing Sewer Line			
20.01	8" and 10" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$1,750.00	$2,200.00
20.02	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$108.00	$82.50
20.03	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,000.00	$2,475.00
20.04	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$120.00	$110.00
20.05	8" and 10" Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,100.00	$3,850.00
20.06	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$170.00	$220.00
20.07	8" and 10" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,615.00	$2,475.00
20.08	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$140.00	$110.00
20.09	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$3,075.00	$2,750.00
20.10	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$165.00	$140.00
20.11	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$4,050.00	$4,400.00
20.12	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$240.00	$250.00
20.13	8" and 10" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,050.00	$4,125.00
20.14	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$240.00	$250.00
20.15	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,400.00	$4,675.00
20.16	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$250.00	$275.00
20.17	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$5,700.00	$6,875.00
20.18	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$375.00	$385.00

	Installation of New 8" and 10" Diameter Sewer Line			
20.19	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$77.50	$85.00
20.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$82.75	$110.00
20.21	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$124.00	$165.00
20.22	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$93.00	$95.00
20.23	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$110.00	$125.00
20.24	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$165.00	$176.00
20.25	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$145.00	$205.00
20.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$155.00	$235.00
20.27	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$215.00	$286.00
20.28	Open Trench Stream Crossing for an 8" or 10" Dia. Sewer Line (Min. 20')	LF	$235.00	$275.00
	Point Repair for 12" Diameter Existing Sewer Line			
20.29	12" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$1,725.00	$2,420.00
20.30	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$112.00	$95.00
20.31	12" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,200.00	$2,695.00
20.32	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$130.00	$125.00
20.33	12" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,300.00	$4,070.00
20.34	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$190.00	$235.00
20.35	12" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,600.00	$2,695.00
20.36	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$155.00	$125.00
20.37	12" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,900.00	$2,970.00
20.38	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$170.00	$150.00
20.39	12" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$3,600.00	$4,620.00
20.40	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$260.00	$260.00
20.41	12" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,000.00	$4,400.00
20.42	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$250.00	$260.00
20.43	12" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,400.00	$4,950.00
20.44	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$285.00	$290.00
20.45	12" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$6,200.00	$7,150.00
20.46	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$405.00	$400.00
	Installation of New 12" Diameter Sewer Line			
20.47	New 12" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$83.00	$95.00
20.48	New 12" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$103.00	$125.00
20.49	New 12" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$145.00	$180.00
20.50	New 12" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$100.00	$105.00
20.51	New 12" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$130.00	$135.00
20.52	New 12" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$165.00	$190.00
20.53	New 12" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$175.00	$215.00
20.54	New 12" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$200.00	$245.00
20.55	New 12" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$250.00	$300.00
20.56	Open Trench Stream Crossing for a 12" Dia. Sewer Line (Min. 20')	LF	$285.00	$330.00

OPEN CUT SEWER LINE WORK 15" THROUGH 18" DIAMETER				
Item No.	Item Description	Unit		
21.00	Mobilization for Open Cut Sewer Line Work 15" to 18" Diameter (Each Work Order)	LS	$675.00	$1,650.00
	Point Repair for 15" Diameter Existing Sewer Line			
21.01	15" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$2,000.00	$2,750.00
21.02	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$125.00	$125.00
21.03	15" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,200.00	$3,025.00
21.04	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$140.00	$150.00
21.05	15" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$2,850.00	$4,400.00
21.06	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$195.00	$260.00
21.07	15" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,625.00	$3,025.00
21.08	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$130.00	$150.00
21.09	15" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,875.00	$3,300.00
21.10	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$185.00	$176.00
21.11	15" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$3,750.00	$4,950.00
21.12	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$250.00	$290.00
21.13	15" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$3,550.00	$4,730.00
21.14	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$360.00	$290.00
21.15	15" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$3,650.00	$5,280.00
21.16	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$365.00	$315.00
21.17	15" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$6,300.00	$7,480.00
21.18	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$355.00	$425.00
	Installation of New 15" Diameter Sewer Line			
21.19	New 15" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$34.00	$110.00
21.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$115.00	$140.00
21.21	New 15" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$165.00	$195.00
21.22	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$110.00	$125.00
21.23	New 15" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$140.00	$150.00
21.24	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$175.00	$205.00
21.25	New 15" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$185.00	$235.00
21.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$210.00	$260.00
21.27	New 15" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$260.00	$315.00
21.28	Open Trench Creek Crossing for a 15" Dia. Sewer Line (Min. 20')	LF	$315.00	$385.00
	Point Repair for 18" Diameter Existing Sewer Line			
21.29	18" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$2,600.00	$3,300.00
21.30	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$155.00	$180.00
21.31	18" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,600.00	$3,575.00
21.32	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$180.00	$215.00
21.33	18" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,150.00	$4,950.00
21.34	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$235.00	$315.00
21.35	18" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,625.00	$3,575.00
21.36	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$185.00	$205.00
21.37	18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,835.00	$3,850.00

21.38	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$210.00	$235.00
21.39	18" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$4,300.00	$5,500.00
21.40	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$295.00	$345.00
21.41	18" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,300.00	$5,280.00
21.42	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$300.00	$345.00
21.43	18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,725.00	$5,830.00
21.44	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$325.00	$370.00
21.45	18" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$5,400.00	$8,030.00
21.46	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$355.00	$480.00
	Installation of New 18" Diameter Sewer Line			
21.47	New 18" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$110.00	$140.00
21.48	New 18" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$130.00	$165.00
21.49	New 18" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$150.00	$220.00
21.50	New 18" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$125.00	$150.00
21.51	New 18" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$155.00	$180.00
21.52	New 18" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$195.00	$235.00
21.53	New 18" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$195.00	$260.00
21.54	New 18" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$225.00	$290.00
21.55	New 18" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$175.00	$345.00
21.56	Open Trench Creek Crossing for an 18" Dia. Sewer Line (Min. 20')	LF	$365.00	$415.00

OPEN CUT LATERAL SEWER LINE WORK

Item No.	Item Description	Unit		
22.00	Mobilization for Open Cut Lateral Sewer Line Work (Each Work Order)	LS	$675.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 8" to 10" Diameter Sewer Main			
22.01	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Turf	EA	$2,275.00	$1,980.00
22.02	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	EA	$2,575.00	$2,750.00
22.03	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Turf	EA	$3,625.00	$4,400.00
22.04	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,700.00	$2,200.00
22.05	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,200.00	$2,970.00
22.06	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,100.00	$4,620.00
22.07	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Pavement	EA	$4,700.00	$3,630.00
22.08	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	EA	$5,175.00	$4,400.00
22.09	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,950.00	$6,600.00
22.10	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$675.00	$1,100.00
	Connection Repair (4" and 6" Dia.) on a 12" Diameter Sewer Main			
22.11	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Turf	EA	$2,300.00	$2,255.00
22.12	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Turf	EA	$2,800.00	$3,025.00
22.13	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Turf	EA	$4,100.00	$4,675.00
22.14	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Alleyway	EA	$3,050.00	$2,475.00
22.15	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,350.00	$3,245.00
22.16	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,900.00	$4,895.00
22.17	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Pavement	EA	$5,300.00	$3,905.00
22.18	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Pavement	EA	$5,775.00	$4,675.00

22.19	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Pavement	EA	$7,770.00	$6,875.00
22.20	Open Cut Lateral Connection Repair 12" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$785.00	$1,375.00
	Connection Repair (4" and 6" Dia.) on a 15" Diameter Sewer Main			
22.21	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Turf	EA	$2,200.00	$2,255.00
22.22	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Turf	EA	$2,600.00	$3,025.00
22.23	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Turf	EA	$4,000.00	$4,675.00
22.24	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,800.00	$2,475.00
22.25	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,150.00	$3,245.00
22.26	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,500.00	$4,895.00
22.27	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Pavement	EA	$3,900.00	$3,905.00
22.28	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Pavement	EA	$4,725.00	$4,675.00
22.29	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,250.00	$6,875.00
22.30	Open Cut Lateral Connection Repair 15" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$775.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 18" Diameter Sewer Main			
22.31	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Turf	EA	$2,400.00	$2,255.00
22.32	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Turf	EA	$2,700.00	$3,025.00
22.33	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Turf	EA	$4,100.00	$4,895.00
22.34	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,800.00	$2,695.00
22.35	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,100.00	$3,465.00
22.36	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,500.00	$5,115.00
22.37	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Pavement	EA	$3,900.00	$4,125.00
22.38	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Pavement	EA	$4,700.00	$4,895.00
22.39	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,250.00	$7,095.00
22.40	Open Cut Lateral Connection Repair 18" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$900.00	$1,760.00
	4" Diameter Sewer Lateral Line			
22.41	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	$46.50	$44.00
22.42	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	$57.00	$55.00
22.43	4" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	$73.00	$85.00
22.44	4" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	$67.50	$66.00
22.45	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	$93.00	$77.00
22.46	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	$124.00	$105.00
22.47	4" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	$103.00	$110.00
22.48	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	$114.00	$125.00
22.49	4" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	$145.00	$165.00
	6" Diameter Sewer Lateral Line			
22.50	6" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	$48.50	$55.00
22.51	6" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	$59.00	$65.00
22.52	6" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	$77.75	$95.00
22.53	6" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	$62.00	$77.00
22.54	6" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	$72.50	$88.00
22.55	6" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	$99.00	$115.00

22.56	6" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	$116.00	$125.00
22.57	6" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	$119.00	$132.00
22.58	6" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	$145.00	$176.00
	Service Lateral Line Cleanout			
22.59	Cleanout, 0'-6' Deep Under Turf	EA	$1,300.00	$1,650.00
22.60	Cleanout, 6'-12' Deep Under Turf	EA	$1,550.00	$1,925.00
22.61	Cleanout, 0'-6' Deep Under Crushed Stone	EA	$1,800.00	$2,200.00
22.62	Cleanout, 6'-12' Deep Under Crushed Stone	EA	$2,600.00	$2,475.00
22.63	Cleanout, 0'-6' Deep Under Pavement	EA	$2,800.00	$3,300.00
22.64	Cleanout, 6'-12' Deep Under Pavement	EA	$4,000.00	$3,850.00

INSTALLATION OF NEW MANHOLES

Item No.	Item Description	Unit		
23.00	Mobilization for Installation of New Manholes (Each Work Order)	LS	$675.00	$2,200.00
	Lamphole			
23.01	8" Dia. Lamphole, Up to 6' Deep	EA	$3,150.00	$2,200.00
23.02	10" Dia. Lamphole, Up to 6' Deep	EA	$3,350.00	$2,475.00
	4-Foot Diameter			
23.03	4' Dia. Manhole Under Turf, Up to 8' Deep	EA	$4,400.00	$5,500.00
23.04	4' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$5,000.00	$5,775.00
23.05	4' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$6,000.00	$7,150.00
23.06	4' Dia. Manhole Extra Depth, > 8' Deep	FT	$195.00	$550.00
	5-Foot Diameter			
23.07	5' Dia. Manhole Under Turf, Up to 8' Deep	EA	$6,000.00	$7,150.00
23.08	5' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$6,500.00	$7,425.00
23.09	5' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$7,500.00	$8,800.00
23.10	5' Dia. Manhole Extra Depth, > 8' Deep	FT	$300.00	$825.00
	6-Foot Diameter			
23.11	6' Dia. Manhole Under Turf, Up to 8' Deep	EA	$7,000.00	$8,250.00
23.12	6' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$7,600.00	$8,525.00
23.13	6' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$8,600.00	$9,900.00
23.14	6' Dia. Manhole Extra Depth, > 8' Deep	FT	$525.00	$1,100.00

MISCELLANEOUS OPEN CUT SERVICES AND ITEMS

Hourly Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)

Item No.	Item Description	Unit		
24.00	Laborer	HR	$84.00	$110.00
24.01	Backhoe and Operator	HR	$131.00	$220.00
24.02	12,000 Lb Excavator and Operator	HR	$145.00	$220.00
24.03	18,000 Lb Excavator and Operator	HR	$165.00	$250.00
24.04	40,000 Lb Excavator and Operator	HR	$210.00	$275.00
24.05	>40,000 Lb Excavator and Operator	HR	$260.00	$305.00
24.06	Standard Dump Truck and Driver	HR	$105.00	$140.00
24.07	End Dump Truck and Driver	HR	$142.00	$165.00
	Miscellaneous Items			
24.08	Sewer Line Trench Plug	EA	$1,200.00	$2,200.00
24.09	Additional Crushed Stone Backfill	TON	$17.00	$44.00

24.10	Additional Saw Cutting Pavement, Up to 10" Thick	LF	$11.00	$10.00
24.11	Additional Concrete Pavement Replacement, 10" Thick	SF	$11.50	$15.00
24.12	Additional Curb and Gutter Replacement	LF	$31.50	$110.00
24.13	Disposal of Lead Contaminated Soil	CY	$5.00	$27.50

EASEMENT CLEARING AND GRUBBING

Item No.	Item Description	Unit		
25.00	Mobilization for Easement Clearing and Grubbing (Each Work Order)	LS	$1,100.00	$1,650.00
25.01	Laborer	HR	$85.00	$110.00
25.02	Laborer with Hand Tools	HR	$125.00	$165.00
25.03	Operator with Machine	HR	$165.00	$275.00
25.04	Hauling/Trucking and Disposal of Vegetation	HR	$115.00	$140.00

PIPE BURSTING - HORIZONTAL DIRECTIONAL BORE

Item No.	Item Description	Unit		
26.00	Mobilization for Pipe Bursting (Each Work Order)	LS	$4,000.00	$2,500.00
26.01	Setup Per Each Pipe Bursted Segment	LS	$9,000.00	$14,000.00
26.02	Pipe Bursting for 8" Dia. Pipe	LF	$160.00	$150.00
26.03	Pipe Bursting for 10" Dia. Pipe	LF	$190.00	$200.00
26.04	Pipe Bursting for 12" Dia. Pipe	LF	$225.00	$250.00

BY-PASS PUMPING

Item No.	Item Description	Unit		
27.00	Mobilization for By-Pass Pumping (Each Work Order)	LS	$4,000.00	$6,250.00
27.01	4-Inch By-Pass Pump	HR	$350.00	$1,250.00
27.02	6-Inch By-Pass Pump	HR	$475.00	$1,800.00
27.03	8-Inch By-Pass Pump	HR	$775.00	$2,400.00

TRAFFIC CONTROL

Item No.	Item Description	Unit		
28.00	Local Street Closure	EA	$775.00	$825.00
28.01	Short Duration Traffic Control for Collector or Arterial	EA	$840.00	$880.00
	Short-Term Stationary Traffic Control For Collector or Arterial			
28.02	Outside Lane Closure (1-day)	EA	$1,250.00	$1,320.00
28.03	Inside Lane Closure (1-day)	EA	$1,250.00	$1,320.00
28.04	Center Turn Lane Closure (1-day)	EA	$1,100.00	$1,155.00
28.05	Two-Lane Closure (1-day)	EA	$1,500.00	$1,625.00
	Intermediate-Term Stationary Traffic Control For Collector or Arterial			
28.06	Outside Lane Closure (Up to 3-days)	EA	$1,250.00	$1,320.00
28.07	Outside Lane Closure (Each Additional Day)	DAY	$325.00	$330.00
28.08	Inside Lane Closure (Up to 3-days)	EA	$1,250.00	$1,320.00
28.09	Inside Lane Closure (Each Additional Day)	DAY	$325.00	$330.00
28.10	Center Turn Lane Closure (Up to 3-days)	EA	$2,100.00	$2,200.00
28.11	Center Turn Lane Closure (Each Additional Day)	DAY	$650.00	$660.00
28.12	Two-Lane Closure (Up to 3-days)	EA	$2,100.00	$2,200.00
28.13	Two-Lane Closure (Each Additional Day)	DAY	$750.00	$770.00

PERFORMANCE AND PAYMENT BOND	**% of Work Order**	1.0	1.5

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

CONCEPTUAL WORK ORDER NUMBER 1
2021-2023 EVALUATION AND REHABILITATION TOOLBOX
FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

					Ace Pipe Cleaning, Inc		Visu-Sewer of Missouri, LLC	
					Kansas City, MO		E. St. Louis, IL	
SEWER LINE CLEANING AND CCTV INSPECTION								
Item No.	Item Description	Unit	Quantity		Unit Price	Extended Total	Unit Price	Extended Total
1.00	Mobilization for Sewer Line Cleaning and Inspection (Each Work Order)	LS	1.00		$1,000.00	$1,000.00	$2,625.00	$2,625.00
	Light Cleaning (Up to 3 Cleaning Passes)							
1.01	6” to 10” Diameter Light Cleaning	LF	20,000.00		$1.00	$20,000.00	$0.84	$16,800.00
1.02	12” to 16” Diameter Light Cleaning	LF	7,000.00		$1.00	$7,000.00	$0.84	$5,880.00
1.03	18” to 21” Diameter Light Cleaning	LF	4,000.00		$1.25	$5,000.00	$0.84	$3,360.00
1.04	24” to 27” Diameter Light Cleaning	LF	2,000.00		$2.00	$4,000.00	$1.30	$2,600.00
	Heavy Cleaning (4 to 10 Cleaning Passes)							
1.09	6” to 10” Diameter Heavy Cleaning	LF	5,000.00		$1.10	$5,500.00	$2.05	$10,250.00
1.10	12” to 16” Diameter Heavy Cleaning	LF	1,750.00		$1.80	$3,150.00	$2.45	$4,287.50
1.11	18” to 21” Diameter Heavy Cleaning	LF	1,000.00		$5.00	$5,000.00	$5.85	$5,850.00
1.12	24” to 27” Diameter Heavy Cleaning	LF	500.00		$12.00	$6,000.00	$5.85	$2,925.00
	CCTV Inspection (PACP Compliant)							
1.17	6” to 10” Diameter CCTV Inspection	LF	20,000.00		$1.25	$25,000.00	$1.00	$20,000.00
1.18	12” to 16” Diameter CCTV Inspection	LF	7,000.00		$1.25	$8,750.00	$1.00	$7,000.00
1.19	18” to 21” Diameter CCTV Inspection	LF	4,000.00		$1.25	$5,000.00	$1.00	$4,000.00
1.20	24” to 27” Diameter CCTV Inspection	LF	2,000.00		$1.25	$2,500.00	$1.00	$2,000.00
LATERAL SEWER LINE CLEANING AND CCTV INSPECTION								
Item No.	Item Description	Unit	Quantity					
2.00	Mobilization for Lateral Sewer Line Cleaning and Inspection (Each Work Order)	LS	1.00		$1,000.00	$1,000.00	$2,625.00	$2,625.00
2.01	Lateral Inspection Setup Per Manhole to Manhole Segment	EA	50.00		$200.00	$10,000.00	$50.00	$2,500.00
2.02	4" to 6" Diameter Lateral Sewer Line Light Cleaning	LF	1,000.00		$3.00	$3,000.00	$65.00	$65,000.00
2.03	4" to 6" Diameter Lateral Sewer Line Heavy Cleaning	LF	150.00		$85.00	$12,750.00	$105.00	$15,750.00
2.04	4" to 6" Diameter Lateral Sewer Line CCTV Inspection	LF	1,000.00		$3.00	$3,000.00	$65.00	$65,000.00
2.05	Locate for Cleanout, via Lateral Launch Mainline Camera	EA	10.00		$200.00	$2,000.00	$920.00	$9,200.00
SMOKE TESTING								
Item No.	Item Description	Unit	Quantity					
6.00	Mobilization for Smoke Testing (Each Work Order)	LS	1.00		$2,100.00	$2,100.00	$2,325.00	$2,325.00
6.01	8" to 12" Diameter Smoke Testing	LF	25,000.00		$0.46	$11,500.00	$0.49	$12,250.00
6.02	14" to 18" Diameter Smoke Testing	LF	5,000.00		$0.46	$2,300.00	$0.49	$2,450.00
6.03	20" to 30" Diameter Smoke Testing	LF	2,500.00		$0.46	$1,150.00	$0.49	$1,225.00
LINING OF EXISTING SEWERS - CIPP								
Item No.	Item Description	Unit	Quantity					
8.00	Mobilization For MH to MH CIPP (Each Work Order)	LS	1.00		$8,000.00	$8,000.00	$9,015.00	$9,015.00
8.01	8" Diameter (6 mm Liner Thickness) CIPP	LF	7,000.00		$26.25	$183,750.00	$25.25	$176,750.00
8.03	10" Diameter (6 mm Liner Thickness) CIPP	LF	2,000.00		$28.25	$56,500.00	$29.90	$59,800.00
8.05	12" Diameter (6 mm Liner Thickness) CIPP	LF	1,000.00		$38.25	$38,250.00	$35.50	$35,500.00

CIPP POINT REPAIRS (5-FOOT LONG)							
Item No.	Item Description	Unit	Quantity				
9.00	Mobilization for CIPP Point Repair (Each Work Order)	LS	1.00	$2,000.00	$2,000.00	$5,100.00	$5,100.00
9.01	8" Diameter CIPP Point Repair	EA	10.00	$1,600.00	$16,000.00	$3,565.00	$35,650.00
9.02	10" Diameter CIPP Point Repair	EA	10.00	$1,700.00	$17,000.00	$3,580.00	$35,800.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT)							
Item No.	Item Description	Unit	Quantity				
11.00	Mobilization for GRP CIPP (Each Work Order)	LS	1.00	$4,000.00	$4,000.00	$8,800.00	$8,800.00
11.01	8" Diameter GRP CIPP	LF	1,000.00	$40.00	$40,000.00	$55.00	$55,000.00
11.02	10" Diameter GRP CIPP	LF	1,000.00	$43.00	$43,000.00	$61.00	$61,000.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)							
Item No.	Item Description	Unit	Quantity				
13.00	Mobilization for Trenchless LCR (Each Work Order)	LS	1.00	$2,500.00	$2,500.00	$3,850.00	$3,850.00
13.01	Trenchless LCR Setup Per Manhole to Manhole Segment	EA	30.00	$500.00	$15,000.00	$660.00	$19,800.00
13.02	Ambient Steam Cured LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	50.00	$1,375.00	$68,750.00	$1,775.00	$88,750.00
13.05	UV Light Cured LCR - 8" to 12" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	50.00	$1,375.00	$68,750.00	$1,775.00	$88,750.00

MANHOLE FRAME AND COVER REPLACEMENT							
Item No.	Item Description	Unit	Quantity				
15.00	Mobilization for MH Frame and Cover Replacement (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
15.01	Frame and Cover Under Arterial Street (Material)	EA	5.00	$410.00	$2,050.00	$905.00	$4,525.00
15.02	Frame and Cover Not Under Arterial Street (Material)	EA	15.00	$340.00	$5,100.00	$305.00	$4,575.00
15.03	Under Turf (Installation)	EA	10.00	$775.00	$7,750.00	$880.00	$8,800.00
15.04	Under Alleyway (Installation)	EA	5.00	$875.00	$4,375.00	$1,100.00	$5,500.00
15.05	Under Pavement (Installation)	EA	5.00	$2,075.00	$10,375.00	$2,200.00	$11,000.00

CEMENTITIOUS & EPOXY MANHOLE RENOVATION AND PIPE END SEALS							
Item No.	Item Description	Unit	Quantity				
16.00	Mobilization for Cementitious & Epoxy MH Renovation (Each Work Order)	LS	1.00	$3,000.00	$3,000.00	$3,260.00	$3,260.00
16.02	Cementitious H_2S Resistant (Fused Aluminate Clinker) Lining	SF	600.00	$14.50	$8,700.00	$28.00	$16,800.00
16.03	Cementitious Lining with Antimicrobial Additive	SF	1,200.00	$16.00	$19,200.00	$23.20	$27,840.00
16.05	Cementitious & Epoxy Lining	SF	600.00	$33.00	$19,800.00	$55.60	$33,360.00

FLEXIBLE MANHOLE CHIMNEY SEALANT							
Item No.	Item Description	Unit	Quantity				
17.00	Mobilization for Flexible MH Chimney Sealant (Each Work Order)	LS	1.00	$1,500.00	$1,500.00	$3,850.00	$3,850.00
17.01	Chimney Sealant	SF	65.00	$150.00	$9,750.00	$125.00	$8,125.00

MANHOLE RENOVATION USING CIPM							
Item No.	Item Description	Unit	Quantity				
18.00	Mobilization for CIPM Renovation (Each Work Order)	LS	1.00	$2,500.00	$2,500.00	$3,895.00	$3,895.00
18.01	4' Diameter CIPM (Up to 6' Deep)	EA	5.00	$3,900.00	$19,500.00	$4,200.00	$21,000.00
18.02	4' Diameter CIPM Extra Depth	VF	15.00	$650.00	$9,750.00	$700.00	$10,500.00

MANHOLE GROUTING							
Item No.	Item Description	Unit	Quantity				
19.00	Mobilization for MH Grouting (Each Work Order)	LS	1.00	$750.00	$750.00	$2,320.00	$2,320.00
19.01	Setup Per Manhole	EA	15.00	$100.00	$1,500.00	$10.00	$150.00
19.02	Manhole Grouting Labor, Including Operators and Equipment	HR	60.00	$260.00	$15,600.00	$275.00	$16,500.00
19.03	Injectable Grout	GAL	1,000.00	$12.00	$12,000.00	$12.00	$12,000.00

OPEN CUT SEWER LINE WORK 8" THROUGH 12" DIAMETER							
Item No.	Item Description	Unit	Quantity				
20.00	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Point Repair for 8" and 10" Diameter Existing Sewer Line						
20.01	8" and 10" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	5.00	$1,750.00	$8,750.00	$2,200.00	$11,000.00
20.02	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	10.00	$108.00	$1,080.00	$82.50	$825.00
20.03	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	5.00	$2,000.00	$10,000.00	$2,475.00	$12,375.00
20.04	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	10.00	$120.00	$1,200.00	$110.00	$1,100.00
20.05	8" and 10" Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	5.00	$3,100.00	$15,500.00	$3,850.00	$19,250.00
20.06	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	10.00	$170.00	$1,700.00	$220.00	$2,200.00
20.07	8" and 10" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	10.00	$2,615.00	$26,150.00	$2,475.00	$24,750.00
20.08	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	50.00	$140.00	$7,000.00	$110.00	$5,500.00
20.09	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	10.00	$3,075.00	$30,750.00	$2,750.00	$27,500.00
20.10	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	50.00	$165.00	$8,250.00	$140.00	$7,000.00
20.11	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	10.00	$4,050.00	$40,500.00	$4,400.00	$44,000.00
20.12	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	50.00	$240.00	$12,000.00	$250.00	$12,500.00
20.13	8" and 10" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	10.00	$4,050.00	$40,500.00	$4,125.00	$41,250.00
20.14	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	50.00	$240.00	$12,000.00	$250.00	$12,500.00
20.15	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	10.00	$4,400.00	$44,000.00	$4,675.00	$46,750.00
20.16	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	50.00	$250.00	$12,500.00	$275.00	$13,750.00
20.17	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	10.00	$5,700.00	$57,000.00	$6,875.00	$68,750.00
20.18	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	50.00	$375.00	$18,750.00	$385.00	$19,250.00
	Installation of New 8" and 10" Diameter Sewer Line						
20.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	250.00	$82.75	$20,687.50	$110.00	$27,500.00
20.23	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	250.00	$110.00	$27,500.00	$125.00	$31,250.00
20.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	250.00	$155.00	$38,750.00	$235.00	$58,750.00
	Point Repair for 12" Diameter Existing Sewer Line						
20.29	12" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$1,725.00	$1,725.00	$2,420.00	$2,420.00
20.30	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$112.00	$560.00	$95.00	$475.00
20.31	12" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,200.00	$2,200.00	$2,695.00	$2,695.00
20.32	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$130.00	$650.00	$125.00	$625.00
20.33	12" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$3,300.00	$3,300.00	$4,070.00	$4,070.00
20.34	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$190.00	$950.00	$235.00	$1,175.00
20.35	12" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$2,695.00	$2,695.00
20.36	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$155.00	$775.00	$125.00	$625.00
20.37	12" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,900.00	$2,900.00	$2,970.00	$2,970.00
20.38	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$170.00	$850.00	$150.00	$750.00
20.39	12" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$3,600.00	$3,600.00	$4,620.00	$4,620.00
20.40	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$260.00	$1,300.00	$260.00	$1,300.00
20.41	12" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,000.00	$4,000.00	$4,400.00	$4,400.00
20.42	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$250.00	$1,250.00	$260.00	$1,300.00
20.43	12" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,400.00	$4,400.00	$4,950.00	$4,950.00
20.44	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$285.00	$1,425.00	$290.00	$1,450.00
20.45	12" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$6,200.00	$6,200.00	$7,150.00	$7,150.00
20.46	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$405.00	$2,025.00	$400.00	$2,000.00

OPEN CUT SEWER LINE WORK 15" THROUGH 18" DIAMETER							
Item No.	Item Description	Unit	Quantity				
21.00	Mobilization for Open Cut Sewer Line Work 15" to 18" Diameter (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Point Repair for 15" Diameter Existing Sewer Line						
21.01	15" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$2,000.00	$2,000.00	$2,750.00	$2,750.00
21.02	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$125.00	$625.00	$125.00	$625.00
21.03	15" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,200.00	$2,200.00	$3,025.00	$3,025.00
21.04	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$140.00	$700.00	$150.00	$750.00
21.05	15" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$2,850.00	$2,850.00	$4,400.00	$4,400.00
21.06	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$195.00	$975.00	$260.00	$1,300.00
21.07	15" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,625.00	$2,625.00	$3,025.00	$3,025.00
21.08	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$130.00	$650.00	$150.00	$750.00
21.09	15" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,875.00	$2,875.00	$3,300.00	$3,300.00
21.10	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$185.00	$925.00	$176.00	$880.00
21.11	15" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$3,750.00	$3,750.00	$4,950.00	$4,950.00
21.12	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$250.00	$1,250.00	$290.00	$1,450.00
21.13	15" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$3,550.00	$3,550.00	$4,730.00	$4,730.00
21.14	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$360.00	$1,800.00	$290.00	$1,450.00
21.15	15" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$3,650.00	$3,650.00	$5,280.00	$5,280.00
21.16	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$365.00	$1,825.00	$315.00	$1,575.00
21.17	15" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$6,300.00	$6,300.00	$7,480.00	$7,480.00
21.18	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$355.00	$1,775.00	$425.00	$2,125.00
	Point Repair for 18" Diameter Existing Sewer Line						
21.29	18" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$3,300.00	$3,300.00
21.30	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$155.00	$775.00	$180.00	$900.00
21.31	18" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$3,575.00	$3,575.00
21.32	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$180.00	$900.00	$215.00	$1,075.00
21.33	18" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$3,150.00	$3,150.00	$4,950.00	$4,950.00
21.34	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$235.00	$1,175.00	$315.00	$1,575.00
21.35	18" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,625.00	$2,625.00	$3,575.00	$3,575.00
21.36	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$185.00	$925.00	$205.00	$1,025.00
21.37	18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,835.00	$2,835.00	$3,850.00	$3,850.00
21.38	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$210.00	$1,050.00	$235.00	$1,175.00
21.39	18" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$4,300.00	$4,300.00	$5,500.00	$5,500.00
21.40	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$295.00	$1,475.00	$345.00	$1,725.00
21.41	18" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,300.00	$4,300.00	$5,280.00	$5,280.00
21.42	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$300.00	$1,500.00	$345.00	$1,725.00
21.43	18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,725.00	$4,725.00	$5,830.00	$5,830.00
21.44	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$325.00	$1,625.00	$370.00	$1,850.00
21.45	18" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$5,400.00	$5,400.00	$8,030.00	$8,030.00
21.46	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$355.00	$1,775.00	$480.00	$2,400.00

OPEN CUT LATERAL SEWER LINE WORK							
Item No.	Item Description	Unit	Quantity				
22.00	Mobilization for Open Cut Lateral Sewer Line Work (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 8" to 10" Diameter Sewer Main						
22.01	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Turf	EA	20.00	$2,275.00	$45,500.00	$1,980.00	$39,600.00
22.02	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	EA	20.00	$2,575.00	$51,500.00	$2,750.00	$55,000.00
22.03	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Turf	EA	20.00	$3,625.00	$72,500.00	$4,400.00	$88,000.00
22.04	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Alleyway	EA	20.00	$2,700.00	$54,000.00	$2,200.00	$44,000.00
22.05	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	EA	20.00	$3,200.00	$64,000.00	$2,970.00	$59,400.00
22.06	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Alleyway	EA	20.00	$4,100.00	$82,000.00	$4,620.00	$92,400.00
22.07	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Pavement	EA	20.00	$4,700.00	$94,000.00	$3,630.00	$72,600.00
22.08	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	EA	20.00	$5,175.00	$103,500.00	$4,400.00	$88,000.00
22.09	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Pavement	EA	20.00	$5,950.00	$119,000.00	$6,600.00	$132,000.00
22.10	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	5.00	$675.00	$3,375.00	$1,100.00	$5,500.00
	4" Diameter Sewer Lateral Line						
22.41	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	150.00	$46.50	$6,975.00	$44.00	$6,600.00
22.42	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	150.00	$57.00	$8,550.00	$55.00	$8,250.00
22.43	4" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	150.00	$73.00	$10,950.00	$85.00	$12,750.00
22.44	4" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	150.00	$67.50	$10,125.00	$66.00	$9,900.00
22.45	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	150.00	$93.00	$13,950.00	$77.00	$11,550.00
22.46	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	150.00	$124.00	$18,600.00	$105.00	$15,750.00
22.47	4" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	150.00	$103.00	$15,450.00	$110.00	$16,500.00
22.48	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	150.00	$114.00	$17,100.00	$125.00	$18,750.00
22.49	4" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	150.00	$145.00	$21,750.00	$165.00	$24,750.00
	6" Diameter Sewer Lateral Line						
22.50	6" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	25.00	$48.50	$1,212.50	$55.00	$1,375.00
22.51	6" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	25.00	$59.00	$1,475.00	$65.00	$1,625.00
22.52	6" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	25.00	$77.75	$1,943.75	$95.00	$2,375.00
22.53	6" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	25.00	$62.00	$1,550.00	$77.00	$1,925.00
22.54	6" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	25.00	$72.50	$1,812.50	$88.00	$2,200.00
22.55	6" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	25.00	$99.00	$2,475.00	$115.00	$2,875.00
22.56	6" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	25.00	$116.00	$2,900.00	$125.00	$3,125.00
22.57	6" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	25.00	$119.00	$2,975.00	$132.00	$3,300.00
22.58	6" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	25.00	$145.00	$3,625.00	$176.00	$4,400.00
	Service Lateral Line Cleanout						
22.59	Cleanout, 0'-6' Deep Under Turf	EA	5.00	$1,300.00	$6,500.00	$1,650.00	$8,250.00
22.61	Cleanout, 0'-6' Deep Under Crushed Stone	EA	5.00	$1,800.00	$9,000.00	$2,200.00	$11,000.00
22.63	Cleanout, 0'-6' Deep Under Pavement	EA	5.00	$2,800.00	$14,000.00	$3,300.00	$16,500.00

INSTALLATION OF NEW MANHOLES							
Item No.	Item Description	Unit	Quantity				
23.00	Mobilization for Installation of New Manholes (Each Work Order)	LS	1.00	$675.00	$675.00	$2,200.00	$2,200.00
	4-Foot Diameter						
23.03	4' Dia. Manhole Under Turf, Up to 8' Deep	EA	5.00	$4,400.00	$22,000.00	$5,500.00	$27,500.00
23.04	4' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	5.00	$5,000.00	$25,000.00	$5,775.00	$28,875.00
23.05	4' Dia. Manhole Under Pavement, Up to 8' Deep	EA	5.00	$6,000.00	$30,000.00	$7,150.00	$35,750.00
23.06	4' Dia. Manhole Extra Depth, > 8' Deep	FT	20.00	$195.00	$3,900.00	$550.00	$11,000.00

MISCELLANEOUS OPEN CUT SERVICES AND ITEMS							
Hourly Rates (A minimum 4-hour charge shall be applied to all hourly services to account							
Item No.	Item Description	Unit	Quantity				
	Miscellaneous Items						
24.08	Sewer Line Trench Plug	EA	5.00	$1,200.00	$6,000.00	$2,200.00	$11,000.00
24.09	Additional Crushed Stone Backfill	TON	200.00	$17.00	$3,400.00	$44.00	$8,800.00
24.11	Additional Concrete Pavement Replacement, 10" Thick	SF	200.00	$11.50	$2,300.00	$15.00	$3,000.00
24.12	Additional Curb and Gutter Replacement	LF	100.00	$31.50	$3,150.00	$110.00	$11,000.00
24.13	Disposal of Lead Contaminated Soil	CY	200.00	$5.00	$1,000.00	$27.50	$5,500.00

TRAFFIC CONTROL							
Item No.	Item Description	Unit	Quantity				
28.00	Local Street Closure	EA	2.00	$775.00	$1,550.00	$825.00	$1,650.00
28.01	Short Duration Traffic Control for Collector or Arterial	EA	2.00	$840.00	$1,680.00	$880.00	$1,760.00
	Short-Term Stationary Traffic Control For Collector or Arterial						
28.02	Outside Lane Closure (1-day)	EA	1.00	$1,250.00	$1,250.00	$1,320.00	$1,320.00
	Intermediate-Term Stationary Traffic Control For Collector or Arterial						
28.08	Inside Lane Closure (Up to 3-days)	EA	1.00	$1,250.00	$1,250.00	$1,320.00	$1,320.00
28.10	Center Turn Lane Closure (Up to 3-days)	EA	1.00	$2,100.00	$2,100.00	$2,200.00	$2,200.00
28.12	Two-Lane Closure (Up to 3-days)	EA	1.00	$2,100.00	$2,100.00	$2,200.00	$2,200.00

CONCEPTUAL WORK ORDER SUBTOTAL		$2,395,086.25		$2,805,997.50
PERFORMANCE AND PAYMENT BOND (PERCENT AND AMOUNT)	1.0	$23,950.86	1.5	$42,089.96
TOTAL CONCEPTUAL WORK ORDER AMOUNT		**$2,419,037.11**		**$2,848,087.46**

This is to certify that at 11:00 am on January 13, 2021 in the 4th Floor Conference Room of the office of the City of Joplin, MO., the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions and the bids were accompanied by acceptable bidder's bonds.

By _____
John Briggs, P.E.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-165- Approval of a Purchase Order for Work Order No. 2021-03 with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

MEETING DATE
October 18, 2021

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2021-165 Ordinance, Exhibit - Schedule of Work Order Pay Items & Photos

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

SUMMARY
This Council Bill approves a Purchase Order with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project in the amount of One Hundred Four Thousand, Eight Hundred Seventeen and 70/100 Dollars ($104,817.70).

BACKGROUND
On February 16th, Council Bill No. 2021-112 was passed, approving an agreement with Ace Pipe Cleaning, Inc. (Ace) for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project. Later, on March 15, Council Bill No. 2021-120 was passed, approving a purchase order (P.O.) in the amount of $1,127,979.00 for rehabilitation work in the Eastmorland sanitary sewer basin (Work Order No. 2021-01). The work is 45% complete and Ace anticipates completing the remaining work within the next two months. After Ace Pipe began work on the scope of work covered under the first purchase order, City staff moved ahead with a project included in the approved FY budget, namely, the evaluation and rehabilitation of the 60-inch diameter sanitary sewer trunkline. In April, the City Manager approved a P.O. in the amount of $52,992.00 for the evaluation portion of the work (Work Order No. 2021-02). However, access to the associated manholes was extremely limited due to thick overgrowth of trees within most of the easement. To avoid project delays and to evaluate the 60-inch pipe during low precipitation months, City staff directed Ace to perform easement clearing, which is paid for on an hourly basis (labor and equipment). The contractor's initial estimate was $16,340, which was not included in the P.O.

This P.O. allows for the following work: extra easement clearing needed along the 60-inch pipe; another easement clearing site located between N. Rangeline and Hodgdon Rd., west of the mall (see exhibit); as well as, cleaning and CCTV evaluation of the parallel 15" sanitary sewer lines serving the region east of the Menard's commercial area. The quantities for the entire P.O. (Work

Order No. 2021-03) are included in the Exhibit, along with a breakdown of the costs by work site. All work under this contract will be funded by the City's Sanitary Sewer Rehab Fund No. 415-4542-540-8675.

FUNDING SOURCE

FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this Council Bill is considered an emergency due to the public health concerns associated with maintenance of the sanitary sewer system, and to avoid project delays.

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: GUIDEHOUSE LLP Address: 1800 TYSONS BLVD, 7TH FLOOR MCLEAN, VA 22101	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Gaurav Menon, Partner	
Department: Planning Development & Neighborhood Services		Phone: 267-879-9730	Fax: 703-918-3100
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

AMENDMENT #2

WORK AUTHORIZATION NUMBER GH-DR1-2-ADM-7

TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This amendment dated October 18, 2021 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Guidehouse LLP formerly known as PricewaterhouseCoopers Public Sector LLP ("GH") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated April 17, 2017 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

Change Order Title and/or Number: WA #7 Amendment #2	**Date of Request: 10**/18/2021
Name of Person and Party Requesting Change: Gaurav Menon, Partner, Guidehouse, LLP formerly known as PricewaterhouseCoopers Public Sector, LLP	

Overview of Amendment
Amendment #2 to WORK AUTHORIZATION NUMBER GH-DR1-2-ADM-7 TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES is to increase the current funding level. Exhibit A, Work Authorization Number GH-DR1-2-ADM-7 is modified as follows: 1. Grand total shall increase from $420,000 to $470,000.

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

REVIEWED FOR APPROVAL:

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

AGREED AND ACCEPTED:

GUIDEHOUSE LLP

By: _____

Printed Name: Gaurav Menon

Title: Partner

Date: _____

CITY OF JOPLIN

By: _____
Troy Bolander
Director, Planning Development & Neighborhood Services

By: _____
Nicholas Edwards
City Manager

Date: _____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Council Bill 2021-407 - Guidehouse LLC Work Authorization #7 Amendment 2

MEETING DATE
October 18, 2021

ORIGINATING DEPT
Planning, Development & Neighborhood Services

SUMMARY
This Council Bill authorizes the execution of the second amendment to Work Authorization #7 of the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (formerly known as PricewaterhouseCoopers Public Sector LLP) to provide final implementation, planning and administrative activities as they relate the Smarter Joplin Initiative and proposed Smarter Joplin CDBG-DR project.

BACKGROUND
The City of Joplin received two Community Development Block Grant – Disaster Recovery (CDBG-DR) grants from the Department of Housing and Urban Development (HUD) in the amounts of $45,266,709 and $113,276,000.

We are pleased to report that the $113,276,000 grant has been expended and closeout procedures are underway. Remaining in the $45,266,709 grant are the completion of Meals of Wheels improvements at the Senior Center and the planning and implementation of a Smarter Joplin infrastructure project.

Guidehouse commissioned a broadband gap analysis with Finley Engineering and CCG Consulting, both of whom have knowledge and experience in broadband deployment. A draft gap analysis has been completed. The draft is being reviewed with the intention to share with the Steering Committee and Working Group as well as City Council on November 15, 2021

This is the final Work Authorization amendment with Guidehouse and provides up to an amount not to exceed $50,000 for Activity Delivery Costs which are part of determining implementation of a broadband resiliency project that is HUD compliant, the preparation of a technically appropriate an EDA grant application and completing the Disaster Resiliency Planning process.

FUNDING SOURCE
These payments are covered by the CDBG-DR Grant Funds.

RECOMMENDATION
Approval of the execution of Work Authorization #7 Amendment 2 for the continuation of the continuing consulting services with Guidehouse LLP (formerly known as PricewaterhouseCoopers Public Sector LLP) in an amount not to exceed $50,000 on an emergency basis as provided for in Section 2.12(6) of the Home Rule Charter, due to impending finalization of current broadband infrastructure.

ATTACHMENTS
CB 2021-407, Guidehouse Work Authorization #7 Amendment

COUNCIL BILL NO. 2021-407 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to execute the second amendment to Work Authorization #7 to the Master Services Agreement for Professional Administrative Consulting Services with Guidehouse LLC (GH) formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) to provide final implementation and administrative activities, not to exceed Fifty Thousand Dollars ($50,000) and authorizing the City Manager or his designee to execute said Amendment; and containing an emergency clause.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 and $113,276,000 in Community Development Block Grant Disaster Recovery Assistance under Public Law 113-2 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the City of Joplin entered into a Master Agreement for Professional Administrative Support Services with Guidehouse LLC formerly known as PricewaterhouseCoopers Public Sector LLP (PwC) on April 20, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City execute an amendment to Work Authorization Number 7 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Guidehouse LLP (GH) to provide activity delivery and administrative activities, not to exceed Fifty Thousand Dollars ($50,000) a true and accurate copy of which is attached hereto and incorporated by reference to Exhibit "A".

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____day of

_____,2021, by a vote of _____.

Ryan Stanley, Mayor

ATTEST:

Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-454 – approving a Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society)

MEETING DATE
October 18, 2021

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2021-454 Humane Society Animal Sheltering Agreement

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; 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 1.2% 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 approx. $233,090.

The agreement period will be from November 1. 2021 through October 31, 2022. 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.

COUNCIL BILL NO. 2021-454 ORDINANCE NO.

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

WHEREAS, the Joplin Humane Society, Inc. did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for adjustments to sheltering fees, and

WHEREAS, the Joplin Humane Society, Inc. has been the contracted animal shelter for the City since 1975 and in calendar year 2020 did receive 3,346 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 18th day of October, 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2021, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

WHEREAS, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

WHEREAS, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree to the following:

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances

as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. The AARC agrees to receive at its Shelter all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City from and after the effective date of this Agreement and to dispose of said animals without charge to said residents of City. The City reserves the right to change or eliminate this fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC.

4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT:

The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (St. Louis -All Urban Consumers), utilizing the most recently available 12 month period index from the previous year. If a fee increase request is in excess of the Consumer Price Index the city may request to review data on actual costs of each service if needed to document cost increases. In the event an adjustment to documented cost is warranted, AARC shall provide written notice thereof with supporting documentation, by no later than May 1 of each year. All increases shall be subject to annual appropriation by the Joplin City Council. City shall have thirty (30) days to review and request additional supporting documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the previous complete calendar year and obtained from the Animal Identification Record forms or other similar records used for tracking animal intake, approved for use by the Director of Health and Welfare, will be analyzed annually in May by the City and AARC in order to obtain the annual sheltering charge for the next city fiscal year (Nov.- Oct.). The calculations will utilize the agreed-upon fee adjustment, if any, for the upcoming City fiscal year.

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter facilities available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. SPECIAL ANIMAL CARE: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the City, for any routine animal care services that may be incurred by the AARC in providing the services set forth herein. The City agrees to pay or arrange for payment through municipal court, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal or as required by the Missouri Department of Agriculture. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges .

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri

State Laboratory for rabies testing for a Twenty-Eight and 69/100 ($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 Eight and 95/100 ($8.95) dollars per animal.

(b) **Animal Sheltering Fee** of Eight and 40/100 ($8.40) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Sixteen and 14/100 ($16.14) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Twelve and 73/100 ($12.73) dollars per animal.

(e) **Cremation Fee** of Sixteen and 31/100 ($16.31) Dollars or .55/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Five and 40/100 ($5.40) 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 2021 and continue until October 31, 2022. 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 _____ 2021

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Nicholas EdwardsCity Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-455 – approving a 1.2% CPI increase to the fee schedule charged to the City of Joplin (City).

MEETING DATE
October 18, 2021

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2021-455 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 1.2% 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 $28.35 to $28.69
- Animal Intake and Tracking Fee $8.85 to $8.95
- The per day care charge for impoundment for dogs or cats $8.30 to $8.40
- The per day quarantine charge for dogs and cats $15.95 to $16.14
- Animal euthanasia fee $12.58 to $12.73
- Animal cremation fee $16.12 to $16.31
- Small animal cremation fee $5.33 to $5.40

The fees would become effective November 1, 2021

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. 2021-455 ORDINANCE NO.

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

WHEREAS, the Joplin Humane Society requested changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for annual increases in sheltering costs and the parties are in agreement with the proposed changes and

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

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of 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	$8.95
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$8.40
(3) Quarantine Fee for each day or fraction thereof	$16.14
(4) Euthanasia Fee	$12.73
(5) Cremation Fee	$16.31
(6) Small Animal Cremation Fee	$5.40

(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, 2021.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of October, 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-456 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
October 18, 2021

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2021-456 Council Bill and the DHSS Program Services Contract.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2021-2022

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

The contract calls for the City of Joplin Health Department to provide WIC services that include food instruments (checks) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding counseling and certain medical services for income eligible women and children in Jasper county. The contract calls for the city to provide WIC services for up to 36,667 clients and for a total cost reimbursement of up to $620,103.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2021-2022 city budget.

The period for this agreement is October 1, 2021 through September 30, 2022 and the total anticipated reimbursement from this agreement is $620,103. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis to prevent delay of implementation of contract.

COUNCIL BILL NO. 2021-456 **ORDINANCE NO.**

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2021 and running through September 30, 2022, for the amount of up to Six Hundred Twenty Thousand, One Hundred Three Dollars and no Cents ($620,103.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri: and containing an emergency clause.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval and return for the beginning of the federal fiscal year, October 1, 2021. Immediate passage prevent delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18 day of October 2021, by a vote of

_____
Ryan D Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
50816	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2021	9/30/2022	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

WIC: Local Agency Nutrition Services

1. GENERAL

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

1.2 The 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.

1.3 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2021 through September 30, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

Program Name: Bureau of WIC and Nutrition Services
Address: P.O. Box 570, Jefferson City, MO 65102
Phone: 573-751-6204 or 800-392-8209
Email: WICOperations@health.mo.gov

2. PURPOSE

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

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

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

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

3. CERTIFICATION

WIC: Local Agency Nutrition Services

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

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

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

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

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

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

3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.1.030;

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

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

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

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

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

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

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

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

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

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

a. conflict of interest; and

b. separation of duties.

4. FOOD PACKAGE ISSUANCE

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

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

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

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

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

5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY, AND SECURITY

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

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

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

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

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

5.3 The Contractor shall be accountable and liable for all participant food instruments in the Contractor's and subcontractor's possession from the time participant food instruments are activated through the data system to issuance to the participant or other final non-issued disposition.

5.3.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 9.1.010.

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

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

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

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

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

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

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

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

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

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

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

6.1.8 Offering a nutrition education counseling session to all women who are about to be terminated from WIC to reinforce the importance of nutrition and health messages received through WIC as outlined in WOM Policy 8.1.100;

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

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

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

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

WIC: Local Agency Nutrition Services

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

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

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

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

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

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

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

7.6.1 Outside signage should be visible from the street.

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

7.7 The Contractor shall have a written procedure for handling participant complaints and grievances, including but not limited to general complaints and discrimination. The procedure must be approved by the Department as part of the Local Agency Plan (LAP).

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

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

7.10 The Contractor shall ensure good customer service by:

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

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

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

8. CLINIC MANAGEMENT AND COORDINATION

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

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

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

8.2.2 WIC funds shall not be used to reimburse the other health agency or private physician for health care services provided to WIC participants.

9. ASSESSMENT, PLANNING, AND EVALUATION

WIC: Local Agency Nutrition Services

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

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

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

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

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

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

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

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

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

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

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

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

10. STAFFING

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

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

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

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

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

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

10.2.5 A Retailer Contact Person;

10.2.6 A Competent Professional Authority (CPA) who is responsible for obtaining and entering participant certification data into MOWINS, prescribing foods and formulas, providing nutrition and breastfeeding education, and assisting with supervision of the WIC Certifier. Minimum qualifications, duties performed, and training requirements are defined in WOM Policy 2.4.050 and 7 CFR 246.2 and 246.6(b)(2);

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

10.2.8 An Anthropometric Skills Validator who shall be a CPA, obtains and analyzes anthropometric measurements as defined in WOM Policy 2.4.050.

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

10.3.1 A WIC Certifier who assists in collecting and entering participant certification data into MOWINS. Minimum qualifications, duties performed, and training requirements are defined in WOM Policy 2.4.060;

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

10.3.3 Health Professional Assistants (HPAs); and

10.3.4 Administrative or Clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE

11.1 The Contractor shall ensure that the Contractor's staff, any subcontractor's staff, and any volunteers, who perform specific WIC functions or duties, are appropriately trained and successfully complete the training using resources from the Department listed in WOM Policy 2.4.010; that training records are maintained; and are supervised for the function the Contractor is performing.

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

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

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

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

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

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

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

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

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

12. REPORTS

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

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

13. BUDGET AND ALLOWABLE COSTS

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

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

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

WIC: Local Agency Nutrition Services

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

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

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

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

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

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

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

13.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly billing as In-kind.

13.6 Indirect costs

13.6.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect

costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

13.6.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.

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

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

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

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

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

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

13.9 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

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

WIC: Local Agency Nutrition Services

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

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

14.2 The Contractor shall submit invoices monthly via the online WIC invoicing application. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. Invoices shall be due by the tenth (10th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

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

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

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

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

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

14.4 The Contractor shall submit the final invoice by no later than December 9, 2022. The Department shall have no obligation to pay any invoice submitted after the due date.

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

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

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

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

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

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

15. AMENDMENTS

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

16. MONITORING

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

16.2 The Department reserves the right to assess local agency customer service through participant surveys, simulated participant phone inquiries (i.e., secret shopper calls), and responsiveness to inquiries received by the Department and forwarded to the local agency. These assessments may be completed by the Department or a subcontractor to observe and evaluate the quality of the Contractor's customer service.

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

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

WIC: Local Agency Nutrition Services

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

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

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

16.8 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

16.9 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 10.1.050.

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

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

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

WIC: Local Agency Nutrition Services

17. DOCUMENT RETENTION

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

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

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

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

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

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

18. CONFIDENTIALITY

18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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

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

19. LIABILITY

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

19.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor’s subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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

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

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

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

21. EQUIPMENT/SOFTWARE

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

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

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

WIC: Local Agency Nutrition Services

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

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

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

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

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

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

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

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

a. The Contractor can install MOWINS on their non-state WIC computers as long as the Contractor understands the state ITSD cannot support the computers. State

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

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

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

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

21.7 The Contractor shall use information technology for authorized purposes.

22. COMMUNICATIONS AND RECORD-KEEPING

22.1 The Department will notify the Contractor when the WOM is updated. The updates shall be shared immediately by the Contractor with all WIC staff. The Contractor is responsible for ensuring all WIC staff use current policies and guidance.

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

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

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

WIC: Local Agency Nutrition Services

23. AUTHORIZED PERSONNEL

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

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

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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

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

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

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

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

24. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

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

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

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

24.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set

forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

25. TERMINATION

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

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

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

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

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

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

25.1.6 By request of the Contractor.

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

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

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

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

25.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

26. SUBCONTRACTING

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

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

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

WIC: Local Agency Nutrition Services

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

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

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

Department of Health and Senior Services
Local Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

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

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$ 8,500.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$ 40,598.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$21,000.00
4. Administrative Services (Special Funding 6)*	$ .00
5. Program Enhancement (Special Funding 7)*	$ .00

*only for approved LAs

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

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

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

8. Transactions

Contract Expenditures:

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

Match Requirements (if required by the contract):

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

9. Remarks: Attach any explanations deemed necessary.

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

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

MO 580-3091 (07-17)

WIC: Local Agency Breastfeeding Peer Counseling Program

1. Breastfeeding Peer Counseling (BFPC) Program Deliverables:

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

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

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

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

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

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

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

2. Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Attachment F).

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

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

3. Documentation:

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

4. Reports/Invoicing:

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

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

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

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

4.2 The Contractor shall submit to the Department the Missouri WIC Breastfeeding Peer Counselor Activity Report as defined and outlined in the Missouri WOM Policy 2.2.050.

5. Special Provisions:

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

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

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

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

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary	*Date*

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

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

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

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

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

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

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

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

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

Tracking #	50816	**State:** 0%	$0.00	**Federal:** 100%	$620,103.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2021	**Contract End:**	9/30/2022	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2021	**DHSS #:**	22BRSTFEDWIC-FOA	**Federal Obligation:**	$40,598.00

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2022	**DHSS #:**	22WIC-FOA	**Federal Obligation:**	$579,505.00

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

Project Description:

Women Infant and Children (WIC) local agencies in Missouri to provide WIC and Nutrition Services to participants.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-522 – Approving a budget amendment for FY 2021

MEETING DATE
October 18, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-522 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 2020-2021 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 telephone charges, electric charges, gas charges, water charges, wastewater charges, and freight charges.
- Amending various departments for fuel costs and central garage repairs.
- Amending various departments for COVID-19 related costs.
- Amending various departments for repairs and contracts.
- Amending health self-insurance fund, worker's compensation and general liability insurance fund for claims costs.

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 $5,946,400.00.

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.

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2020-2021 ADOPTED BUDGET
8-Oct-21

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	City Council	001-0101-500-5010	Consulting Fees	$		40,000
	City Council	001-0101-500-7040	Economic Development Project			250,000
	City Clerk	001-0803-500-5055	Contractor Fees			1,000
	City Prosecutor	001-1003-500-2120	General Office Supplies			600
	Building Regulations	001-1506-570-3115	Fuel, Oil & Diesel			1,300
	Finance Administration	001-2001-500-3015	Telephone Charges			500
	Finance Accounting Services	001-2003-500-5008	COVID-19 Fees			1,000
	Finance Accounting Services	001-2003-500-5020	Accounting Service Fees			2,000
	Finance Accounting Services	001-2003-500-7030	Fees & Permits			2,000
	Finance TIF Reimbursable C	001-2015-500-5015	Legal Fees			120,000
	Information Technology	001-2501-500-2110	Computer Software			15,000
	Information Technology	001-2501-500-5008	COVID-19 Fees			55,000
	Information Technology	001-2501-500-5265	Maintenance Contracts			50,000
	Municipal Court	001-3001-500-8315	Computer Equipment			52,000
	Municipal Court	001-3002-500-5105	Judicial Services			7,000
	City Facility Maintenance	001-4502-520-3115	Fuel, Oil & Diesel			5,000
	City Facility Maintenance	001-4502-520-4210	Central Garage Repairs			8,000
	City Hall Maintenance	001-4504-520-4125	General Equipment Repairs			18,000
	Police Administration	001-5501-510-3115	Fuel, Oil & Diesel			8,000
	Police Administration	001-5501-510-4210	Central Garage Repairs			10,000
	Police Patrol	001-5502-510-8210	Motor Vehicles			7,000
	Police Professional Standard	001-5504-510-4105	Property Repairs & Maintenance			2,000
	Police Jail Services	001-5507-510-4210	Central Garage Repairs			4,000
	Police Jail Services	001-5507-510-5008	COVID-19 Fees			6,000
	Fire Operations	001-6002-510-4125	General Equipment Repairs			30,000
	Fire Operations	001-6002-510-4205	Vehicle Repairs			50,000
	Fire Operations	001-6002-510-5008	COVID-19 Fees			15,000
	Fire Hydrants	001-6006-510-4125	General Equipment Repairs			2,000
	Neighborhood Improvement	001-8001-520-3115	Fuel, Oil & Diesel			1,500
	Transfers Out	001-9003-500-9805	TIF Transfer			50,000
	Total General Fund			$	-	813,900
010	Pension Sales Tax					
	P&F Pension Services	010-2005-500-1625	LAGERS Retirement	$		1,000,000
	P&F Pension Services	010-2005-500-7175	Contribution to Pension Plan			750,000
	Total Pension Sales Tax Fund			$	-	1,750,000
101	Public Safety Sales Tax					
	Police	101-5575-510-3015	Telephone Charges	$		15,000
	Police	101-5575-510-3115	Fuel, Oil & Diesel			5,000
	Fire	101-6075-510-4105	Property Repairs & Maint			5,000
	Training Center	101-6275-510-3010	Gas Charges			2,500
	Training Center	101-6275-510-4105	Property Repairs & Maint			2,000
	Transfers Out	101-9003-500-9805	TIF Transfer			25,000
	Total Public Safety Sales Tax Fund			$	-	54,500

110	Health Fund					
	Health Administration	110-3501-550-3205	Postage	$		2,500
	Health Administration	110-3501-550-4120	Building Repairs			1,500
	Health Administration	110-3501-550-5035	Property Tax Services			2,000
	WIC Services	110-3502-550-2130	Small Office Furnishings			2,000
	WIC Services	110-3502-550-3015	Telephone Charges			2,500
	Environmental Health	110-3503-550-5008	COVID-19 Fees			81,000
	Medical Services	110-3504-550-5008	COVID-19 Fees			2,000
	Animal Control	110-3505-550-3005	Electric Charges			2,000
	Federal Grants	110-3590-550-1010	Regular Wages			300,000
	Federal Grants	110-3590-550-5008	COVID-19 Fees			10,000
	Total Health Fund			$	-	405,500
115	Parks Fund					
	Parks Administration	115-6501-560-5035	Property Tax Services	$		2,000
	Parks Administration	115-6501-560-7513	Friends of the Park			12,000
	Parks Pools	115-6510-560-2605	Chemical & Lab Supplies			4,000
	Parks Pools	115-6510-560-3020	Water Charges			50,000
	Parks Pools	115-6510-560-3035	Sanitation Charges			2,000
	Parks Recreation Programs	115-6511-560-5055	Contractor Fees			14,000
	Parks Senior Services	115-6512-560-4105	Property Repairs & Maintenance			4,000
	Parks Museum Complex	115-6514-560-3025	Cable Charges			3,500
	Parks Museum Complex	115-6514-560-4105	Property Repairs & Maintenance			2,000
	Parks Museum Complex	115-6514-560-7131	Merchant Card Service			1,000
	Parks Athletic Complex	115-6516-560-3005	Electric Charges			9,000
	Parks Athletic Complex	115-6516-560-3020	Water Charges			7,000
	Parks Athletic Complex	115-6516-560-3115	Fuel, Oil & Diesel			6,000
	Parks Athletic Complex	115-6516-560-4105	Property Repairs & Maintenance			5,000
	Parks Athletic Complex	115-6516-560-5008	COVID-19 Fees			4,000
	Parks Stadium Maintenance	115-6530-560-2845	Landscaping Materials			1,500
	Parks Stadium Maintenance	115-6530-560-3020	Water Charges			2,000
	Parks Grounds Maintenance	115-6532-560-2015	Janitorial Supplies			6,000
	Parks Grounds Maintenance	115-6532-560-2605	Chemical & Lab Supplies			3,000
	Parks Grounds Maintenance	115-6532-560-3020	Water Charges			3,000
	Parks Grounds Maintenance	115-6532-560-3030	Wastewater Charges			3,000
	Parks Grounds Maintenance	115-6532-560-4105	Property Repairs & Maintenance			10,000
	Total Parks Fund			$	-	154,000
120	Solid Waste Management Fund					
	State Grants	120-4591-540-1010	Regular Wages	$		7,000
	Total Solid Waste Management Fund			$	-	7,000
130	Parks/Stormwater Sales Tax Fund					
	Transfers Out	130-9003-530-9805	TIF Transfer	$		20,000
	Transfers Out	130-9003-560-9805	TIF Transfer			15,000
	Total Parks/Stormwater Sales Tax Fund			$	-	35,000
140	TST Fund					
	Traffic Control	140-4530-530-4210	Central Garage Repairs			10,000
	Paratransit System	140-5002-530-2825	Safety Equipment			3,000
	Transfers Out	140-9003-530-9805	TIF Transfer			25,000
	Total TST Fund			$	-	38,000
145	Capital Improvement Sales Tax Fund					
	Transfers Out	145-9003-520-9805	TIF Transfer	$		20,000
	Total Capital Improvement Sales Tax Fund			$	-	20,000

150	Community Planning Fund					
	CDBG-DR	150-1515-570-7514	Smart City	$		200,000
	HOME Consortium	150-1520-570-5010	Consulting Fees			20,000
	State Grants	150-1591-570-5010	Consulting Fees			35,000
	Total Community Planning Fund			$	-	255,000
405	Airport Fund					
	Regional Airport	405-5004-520-3210	Freight & Delivery	$		2,500
	Regional Airport	405-5004-520-4105	Property Repairs & Maintenance			5,000
	Regional Airport	405-5004-520-5010	Consulting Fees			4,000
	Total Airport Fund			$	-	11,500
410	Golf Course Fund					
	Golf Administration	410-6520-560-2050	Operational Supplies	$		2,000
	Golf Administration	410-6520-560-2210	Resle Concession Supplies			8,000
	Golf Administration	410-6520-560-4105	Property Repairs & Maintenance			11,000
	Golf Administration	410-6520-560-7205	Resale Inventory			18,000
	Grounds Maintenance	410-6521-560-2030	Maintenance Supplies			1,000
	Grounds Maintenance	410-6521-560-2845	Landscaping Materials			1,500
	Grounds Maintenance	410-6521-560-4125	General Equipment Repairs			3,000
	Grounds Maintenance	410-6521-560-4210	Central Garage Repairs			7,000
	Total Golf Course Fund			$	-	51,500
415	Sanitary Sewer Fund					
	2021 Bond Issue	415-2021-500-7310	Bond Agent Costs	$		310,000
	Sewer Treatment	415-4541-540-2606	Wastewater Chemical Supplies			10,000
	Sewer Treatment	415-4541-540-3115	Fuel, Oil & Diesel			3,000
	Sewer Treatment	415-4541-540-4105	Property Repairs & Maintenance			250,000
	Total Sanitary Sewer Fund			$	-	573,000
505	Central Garage Fund					
	Central Garage	505-7870-500-3115	Fuel, Oil & Diesel	$		8,000
	Central Garage	505-7870-500-4105	Property Repairs & Maintenance			5,000
	Central Garage	505-7870-500-7225	Cost of Parts & Materials			50,000
	Total Central Garage Fund			$	-	63,000
510	Health Self-Insurance Fund					
	Employee Health	510-7504-500-5235	Benefit Plan Administration	$		40,000
	Employee Health	510-7504-500-5305	Judgments & Claims			600,000
	Employee Health	510-7504-500-7140	Insurance Premiums			30,000
	Total Health Self-Insurance Fund			$	-	670,000
512	Workers Compensation Fund					
	Workers Compensation	512-7503-500-5305	Judgments & Claims	$		200,000
	Workers Compensation	512-7503-500-7140	Insurance Premiums			25,000
	Total Workers Compensation Fund			$	-	225,000
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-5305	Judgments & Claims	$		750,000
	Liability Insurance	515-7501-500-7140	Insurance Premiums			60,000
	Total General Liability Insurance Fund			$	-	810,000

520	Emergency Communications Fund					
	Radio services	520-8503-510-2835	Equipment Lease & Rental	$		4,000
	Radio services	520-8503-510-3115	Fuel, Oil & Diesel			2,500
	Dispatch Services	520-8502-510-4210	Central Garage Repairs			3,000
	Total Emergency Communications Fund			$	-	9,500
	Grand Total			$	-	5,946,400

COUNCIL BILL NO. 2021-522 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2020-156 on October 19, 2020, which estimated revenues and appropriated funds for the fiscal year 2020-2021; 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 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Five Million Nine Hundred Forty-Six Thousand Four Hundred Dollars and No Cents ($5,946,400.00) 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 _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-523 – Approving the FY 2022 Budget

MEETING DATE
October 18, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-523 Ordinance; Budget Summary for the FY 2022 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 2021-2022 budget for the City of Joplin, excluding the fire department and divisions.

BACKGROUND
This Council Bill adopts the 2021-2022 budget for the City of Joplin and appropriates funding for each specific operating department outside the fire department and divisions. This budget estimates $130,953,901.00 in revenue (including transfers) and $128,009,601.00 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.

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 59,403,100	$ -	$ 1,925,000	$ 61,328,100
Licenses & Permits	1,767,650	-	-	1,767,650
Fines & Forfeitures	799,200	-	-	799,200
Service Charges & User Fees	3,572,950	23,574,915	-	27,147,865
Charges & Assessments	1,000,564	8,657,557	-	9,658,121
Other Income & Donations	2,054,200	542,500	500	2,597,200
Intergovernmental	17,101,201	1,442,543	-	18,543,744
TOTAL REVENUES	**$ 85,698,865**	**$ 34,217,515**	**$ 1,925,500**	**$ 121,841,880**
EXPENDITURES				
General Government	$ 7,327,707	$ 11,302,986	$ 176,500	$ 18,807,193
Public Safety	31,310,970	1,882,922	-	33,193,892
Public Works	2,581,709	2,816,750	-	5,398,459
Highways & Streets	38,117,231	-	-	38,117,231
Environmental	2,980,466	10,842,246	-	13,822,712
Health Services	2,743,102	-	-	2,743,102
Culture & Recreation	6,811,208	813,265	-	7,624,473
Social Services	3,067,947	-	-	3,067,947
Debt Service	-	301,921	-	301,921
Infrastructure/Economic Development	4,545,000	-	-	4,545,000
TOTAL EXPENDITURES	**$ 99,485,340**	**$ 27,960,090**	**$ 176,500**	**$ 127,621,930**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (13,786,475)**	**$ 6,257,425**	**$ 1,749,000**	**$ (5,780,050)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,266,521	$ 845,500	$ -	9,112,021
Transfers Out	(10,895,705)	(1,804,507)	-	(12,700,212)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,629,184)**	**$ (959,007)**	**$ -**	**$ (3,588,191)**
NET CHANGE IN FUND BALANCE	**$ (16,415,659)**	**$ 5,298,418**	**$ 1,749,000**	**$ (9,368,241)**
FUND BALANCE, BEGINNING OF YEAR	**$ 82,442,715**	**$ 152,097,869**	**$ 14,795,669**	**$ 249,336,253**
FUND BALANCE, END OF YEAR	**$ 66,027,056**	**$ 157,396,287**	**$ 16,544,669**	**$ 239,968,012**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 136,517,388	$ -	$ 136,517,388
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	17,650,508	-	-	17,650,508
Unrestricted Fund Balance/Net Assets	48,376,548	17,175,138	16,544,669	82,096,355
TOTAL FUND BALANCE SUMMARY	**$ 66,027,056**	**$ 157,396,287**	**$ 16,544,669**	**$ 239,968,012**

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	Parks & Stormwater Sales Tax Fund
REVENUES								
Taxes	$ 21,548,000	$ 7,714,000	$ 7,714,000	$ 1,415,000	$ 510,200	$ 510,200	$ 510,200	$ 3,857,000
Licenses & Permits	1,739,850	-	-	-	-	1,500	-	-
Fines & Forfeitures	799,200	-	-	-	-	-	-	-
Service Charges & User Fees	146,700	-	16,000	-	11,250	509,500	2,725,000	-
Charges & Assessments	225,764	-	-	500	153,300	-	40,000	-
Other Income & Donations	330,400	-	-	1,000	17,500	38,000	-	-
Federal Grants	501,094	-	-	-	403,096	-	-	-
State Grants	81,500	-	-	-	648,884	-	30,195	-
Local Grants	197,200	-	-	-	51,000	15,000	-	-
TOTAL REVENUES	**$ 25,569,708**	**$ 7,714,000**	**$ 7,730,000**	**$ 1,416,500**	**$ 1,795,230**	**$ 1,074,200**	**$ 3,305,395**	**$ 3,857,000**
EXPENDITURES								
General Government	$ 7,274,491	$ -	$ -	$ -	$ -	$ -	$ 53,216	$ -
Public Safety	14,701,955	7,214,000	9,395,015	-	-	-	-	-
Public Works	2,069,209	-	400,000	-	-	-	-	-
Highways & Streets	-	-	-	-	-	-	-	3,679,118
Environmental	-	-	-	-	-	-	2,980,466	-
Health Services	-	-	-	-	2,743,102	-	-	-
Culture & Recreation	440,727	-	-	1,330,715	-	3,276,848	-	1,762,918
Social Services	839,783	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 25,326,165**	**$ 7,214,000**	**$ 9,795,015**	**$ 1,330,715**	**$ 2,743,102**	**$ 3,276,848**	**$ 3,033,682**	**$ 5,442,036**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 243,543**	**$ 500,000**	**$ (2,065,015)**	**$ 85,785**	**$ (947,872)**	**$ (2,202,648)**	**$ 271,713**	**$ (1,585,036)**
OTHER FINANCING SOURCES (USES)								
Transfers In	$ 4,770,021	$ -	$ -	$ -	$ 1,020,000	$ 2,346,500	$ -	$ -
Transfers Out	(5,588,626)	-	(1,649,134)	(71,066)	(65,402)	(109,369)	(52,329)	(324,164)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (818,605)**	**$ -**	**$ (1,649,134)**	**$ (71,066)**	**$ 954,598**	**$ 2,237,131**	**$ (52,329)**	**$ (324,164)**
NET CHANGE IN FUND BALANCE	**$ (575,062)**	**$ 500,000**	**$ (3,714,149)**	**$ 14,719**	**$ 6,726**	**$ 34,483**	**$ 219,384**	**$ (1,909,200)**
FUND BALANCE, BEG. OF YEAR	**$ 17,021,184**	**$ 2,000,000**	**$ 11,347,172**	**$ 1,457,376**	**$ 1,683,019**	**$ 161,914**	**$ 1,700,857**	**$ 5,084,648**
FUND BALANCE, END OF YEAR	**$ 16,446,122**	**$ 2,500,000**	**$ 7,633,023**	**$ 1,472,095**	**$ 1,689,745**	**$ 196,397**	**$ 1,920,241**	**$ 3,175,448**
FUND BALANCE SUMMARY:								
Reserved for Contingency-PS	$ -	$ -	$ 1,172,674	$ -	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	-	6,460,349	-	-	-	-	-
Reserved for Contingency	5,946,865	-	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-	-
Other Reserves	-	2,500,000	-	-	-	-	-	-
Unrestricted Fund Balance	10,499,257	-	-	1,472,095	1,689,745	196,397	1,920,241	3,175,448
TOTAL FUND BALANCE SMRY	**$ 16,446,122**	**$ 2,500,000**	**$ 7,633,023**	**$ 1,472,095**	**$ 1,689,745**	**$ 196,397**	**$ 1,920,241**	**$ 3,175,448**

Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	American Rescue Plan Act Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 9,839,000	$ 5,785,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 59,403,100
-	-	26,300	-	-	-	-	-	1,767,650
-	-	-	-	-	-	-	-	799,200
147,050	-	17,450	-	-	-	-	-	3,572,950
503,000	-	35,000	-	-	-	-	43,000	1,000,564
134,500	-	-	12,800	-	-	1,520,000	-	2,054,200
783,070	-	1,851,795	-	6,889,870	-	3,000,000	-	13,428,925
1,242,670	-	177,827	-	-	-	10,000	-	2,191,076
18,000	1,200,000	-	-	-	-	-	-	1,481,200
$ 12,667,290	**$ 6,985,500**	**$ 2,108,372**	**$ 12,800**	**$ 6,889,870**	**$ -**	**$ 4,530,000**	**$ 43,000**	**$ 85,698,865**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,327,707
-	-	-	-	-	-	-	-	31,310,970
-	-	-	-	-	-	-	112,500	2,581,709
8,984,968	25,453,145	-	-	-	-	-	-	38,117,231
-	-	-	-	-	-	-	-	2,980,466
-	-	-	-	-	-	-	-	2,743,102
-	-	-	-	-	-	-	-	6,811,208
-	-	2,228,164	-	-	-	-	-	3,067,947
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	4,545,000	-	4,545,000
$ 8,984,968	**$ 25,453,145**	**$ 2,228,164**	**$ -**	**$ -**	**$ -**	**$ 4,545,000**	**$ 112,500**	**$ 99,485,340**
$ 3,682,322	**$ (18,467,645)**	**$ (119,792)**	**$ 12,800**	**$ 6,889,870**	**$ -**	**$ (15,000)**	**$ (69,500)**	**$ (13,786,475)**
$ -	$ -	$ 130,000	$ -	$ -	$ -	$ -	$ -	$ 8,266,521
(2,487,750)	(538,853)	(9,012)	-	-	-	-	-	(10,895,705)
$ (2,487,750)	**$ (538,853)**	**$ 120,988**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (2,629,184)**
$ 1,194,572	**$ (19,006,498)**	**$ 1,196**	**$ 12,800**	**$ 6,889,870**	**$ -**	**$ (15,000)**	**$ (69,500)**	**$ (16,415,659)**
$ 8,707,046	**$ 19,520,685**	**$ 355,272**	**$ 3,817,612**	**$ 6,889,870**	**$ -**	**$ 2,117,719**	**$ 578,341**	**$ 82,442,715**
$ 9,901,618	**$ 514,187**	**$ 356,468**	**$ 3,830,412**	**$ 13,779,740**	**$ -**	**$ 2,102,719**	**$ 508,841**	**$ 66,027,056**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,172,674
-	-	-	-	-	-	-	-	6,460,349
-	-	-	-	-	-	-	-	5,946,865
-	-	-	-	-	-	-	-	-
-	-	-	1,570,620	-	-	-	-	4,070,620
9,901,618	514,187	356,468	2,259,792	13,779,740	-	2,102,719	508,841	48,376,548
$ 9,901,618	**$ 514,187**	**$ 356,468**	**$ 3,830,412**	**$ 13,779,740**	**$ -**	**$ 2,102,719**	**$ 508,841**	**$ 66,027,056**

Summary of Proprietary Funds

	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	881,967	678,800	18,500,000	-
Charges & Assessments	-	13,000	160,000	1,577,750
Other Income & Donations	10,000	2,500	3,500	-
Federal Grants	1,092,543	-	350,000	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 1,984,510**	**$ 694,300**	**$ 19,013,500**	**$ 1,577,750**
EXPENSES				
General Government	$ -	$ -	$ 1,016,166	$ 1,467,798
Public Safety	-	-	-	-
Public Works	2,816,750	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	10,842,246	-
Health Services	-	-	-	-
Culture & Recreation	-	813,265	-	-
Social Services	-	-	-	-
Debt Service	-	-	301,921	-
TOTAL EXPENSES	**$ 2,816,750**	**$ 813,265**	**$ 12,160,333**	**$ 1,467,798**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ (832,240)**	**$ (118,965)**	**$ 6,853,167**	**$ 109,952**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 650,000	$ 195,500	$ -	$ -
Transfers Out	(199,637)	(29,307)	(1,442,250)	(43,873)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 450,363**	**$ 166,193**	**$ (1,442,250)**	**$ (43,873)**
NET CHANGE IN NET ASSETS	**$ (381,877)**	**$ 47,228**	**$ 5,410,917**	**$ 66,079**
NET ASSETS, BEGINNING OF YEAR	**$ 52,365,880**	**$ 589,653**	**$ 91,889,336**	**$ 418,967**
NET ASSETS, END OF YEAR	**$ 51,984,003**	**$ 636,881**	**$ 97,300,253**	**$ 485,046**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 50,194,697	$ 621,054	$ 83,697,892	$ 386,398
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	1,789,306	15,827	9,898,600	98,648
TOTAL NET ASSETS SUMMARY	**$ 51,984,003**	**$ 636,881**	**$ 97,300,253**	**$ 485,046**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,200,000	-	-	2,314,148	23,574,915
4,800,000	992,992	1,113,815	-	8,657,557
500,000	16,500	10,000	-	542,500
-	-	-	-	1,442,543
-	-	-	-	-
-	-	-	-	-
$ 6,500,000	**$ 1,009,492**	**$ 1,123,815**	**$ 2,314,148**	**$ 34,217,515**
$ 6,467,600	$ 1,017,857	$ 1,333,565	$ -	$ 11,302,986
-	-	-	1,882,922	1,882,922
-	-	-	-	2,816,750
-	-	-	-	-
-	-	-	-	10,842,246
	-	-	-	-
-	-	-	-	813,265
-	-	-	-	-
-	-	-	-	301,921
$ 6,467,600	**$ 1,017,857**	**$ 1,333,565**	**$ 1,882,922**	**$ 27,960,090**
$ 32,400	**$ (8,365)**	**$ (209,750)**	**$ 431,226**	**$ 6,257,425**
$ -	$ -	$ -	$ -	$ 845,500
-	-	-	(89,440)	(1,804,507)
$ -	**$ -**	**$ -**	**$ (89,440)**	**$ (959,007)**
$ 32,400	**$ (8,365)**	**$ (209,750)**	**$ 341,786**	**$ 5,298,418**
$ 2,665,194	**$ 696,701**	**$ 1,706,726**	**$ 1,765,412**	**$ 152,097,869**
$ 2,697,594	**$ 688,336**	**$ 1,496,976**	**$ 2,107,198**	**$ 157,396,287**
$ 4,551	$ -	$ -	$ 1,612,796	$ 136,517,388
-	-	-	-	3,703,761
2,693,043	688,336	1,496,976	494,402	17,175,138
$ 2,697,594	**$ 688,336**	**$ 1,496,976**	**$ 2,107,198**	**$ 157,396,287**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 1,925,000	$ -	$ 1,925,000
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	500	-	500
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 1,925,500**	**$ -**	**$ 1,925,500**
EXPENDITURES			
General Government	$ 13,000	$ 163,500	$ 176,500
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 13,000**	**$ 163,500**	**$ 176,500**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 1,912,500**	**$ (163,500)**	**$ 1,749,000**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 1,912,500**	**$ (163,500)**	**$ 1,749,000**
FUND BALANCE, BEGINNING OF YEAR	**$ 4,077,176**	**$ 10,718,493**	**$ 14,795,669**
FUND BALANCE, END OF YEAR	**$ 5,989,676**	**$ 10,554,993**	**$ 16,544,669**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	5,989,676	10,554,993	16,544,669
TOTAL FUND BALANCE SUMMARY	**$ 5,989,676**	**$ 10,554,993**	**$ 16,544,669**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2021-2022

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund	Grave Opening Fees	(2)	$ 55,000	$ 58,000	$ 3,000
	Cemetery Lot Fees	(2)	18,000	19,500	1,500
	Columbarium Fees	(2)	6,500	7,000	500
	Health Permit Fee	(2)	80,000	82,500	2,500
Parks & Recreation Fund	Tennis Fees	(2)	18,000	20,000	2,000
	Soccer Fees	(2)	15,000	15,500	500
	Softball Fees	(2)	5,000	7,000	2,000
	Special Event Permit	(2)	-	1,500	1,500
	Facility Rental Fees	(2)	18,000	19,000	1,000
	Museum Admissions/Shows	(2)	8,000	13,000	5,000
	Museum Facility Rental	(2)	-	2,000	2,000
Parks & Stormwater Sales Tax	Parks Sales Tax	(1)	790,685	1,851,360	1,060,675
	Stormwater Sales Tax	(1)	1,137,815	2,005,640	867,825
Municipal Golf Course Fund	Cart Rental Fees	(2)	210,000	220,000	10,000
	Season Pass Fee	(2)	65,000	67,500	2,500
	Total Revenue Increase/(Decrease)		**$ 2,427,000**	**$ 4,389,500**	**$ 1,962,500**
APPROPRIATIONS					
General Fund					
City Manager: Special Projects	Chamber Contract	(2)	$ 247,000	$ 252,000	$ 5,000
Information Technology	Network Services - Outsource IT Network Services	(1)	35,000	232,000	197,000
Solid Waste Management Fund					
Planning & Management Admin.	Payroll Adjustment - Deferred Compensation	(1)	301	1,801	1,500
Transportation Sales Tax Fund					
Street Maintenance	Price Adjustment on Replacement Loaders	(1)	412,000	441,370	29,370
	Total Appropriation Increase/(Decrease)		**$ 694,301**	**$ 927,171**	**$ 232,870**

NOTES:
(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.

Finance Department
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1251
417-624-4620 (Fax)

TO: Nick Edwards, City Manager
FROM: Leslie Haase, Finance Director
DATE: October 8, 2021
SUBJECT: FY 2022 Budget Follow-Up

Following the budget work sessions on September 27th and 28th, there were a few follow-up items. Here is some additional information requested for those specific items:

Pickleball:
Currently, tennis courts, shelters and pickleball courts are free to the public for non-scheduled use. However, tennis courts and shelters can be reserved for a fee. To date, a fee has not been established for the reservation of pickleball courts. The Joplin Pickleball Group has requested various upgrades to the courts located in Landreth Park. Prior to and in preparation for the next fee review, staff will work with the Pickleball Group about any outstanding requested improvements and the ability to fund those, along with implementing a fee for the reservation of the courts.

Golf Cart Usage:
The Golf Course does not have a written policy to require groups of two or more to share a golf cart. However, most golf courses "encourage" groups of two or more to share a cart. The limited number of carts at golf courses dictates that groups of two or more ride together. Also, according to USGA, single cart usage adds unnecessary turf wear and soil compaction on the course in addition to the wear and tear to the cart itself from the additional usage. During COVID, single usage of carts was allowed due to the pandemic. At a certain point in the pandemic, golfers were allowed to ride together again based upon their own level of comfort. With the availability of vaccine, the Golf Course is again encouraging groups of two or more to share a cart. Most groups of two or more want to ride together, which has not resulted in any usage issues or cart shortages. As a result, currently there is no fee for single riders. If the establishment of a single cart fee is desired, the recommendation is $22.00 per 18-hole per person for single cart usage when playing in a group.

Sewer Connection-Outside City
This fee only applies to new connections to our sewer system outside the City. Anybody that connects to our sewer system that is not within our city limits is required to also sign an agreement that they will annex into the City at our request when we are ready. At this point in time, one of the Council goals is to take a proactive approach to annexation. In order to attract

people to sign these agreements, it is important for this fee to remain attractive enough to meet this goal, but a little higher than the inside rate. Therefore, staff recommends revisiting this fee during the next fee review process to determine the progress made towards this goal.

Public Safety Sales Tax

Some questions arose about the long-term usage of the ½-cent public safety sales tax. The fire resource allocation has been completed. The police resource allocation study, the fire department strategic plan and the outcome of the Use Tax election are all components of the future usage of this tax. Once all this information is available, City staff will develop a long-term financial projection for this tax.

COUNCIL BILL NO. 2021-523 ORDINANCE NO.

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2021 to October 31, 2022, 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 2021-2022 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, 2021 to October 31, 2022.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2021 to October 31, 2022 are $130,953,901.00 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, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2021 to October 31, 2022 are $128,009,601.00.

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 2020-2021 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2021. The amount of the increase to the FY 2021-2022 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, 2021 to October 31, 2022, 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 _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-524 – Approving the FY 2022 Fire Department Budget

MEETING DATE
October 18, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-524 Ordinance; Budget Summary for the FY 2022 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 2021-2022 fire department budget for the City of Joplin.

BACKGROUND
This Council Bill adopts the 2021-2022 fire department budget for the City of Joplin and appropriates funding. This budget estimates $12,312,541.00 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.

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 59,403,100	$ -	$ 1,925,000	$ 61,328,100
Licenses & Permits	1,767,650	-	-	1,767,650
Fines & Forfeitures	799,200	-	-	799,200
Service Charges & User Fees	3,572,950	23,574,915	-	27,147,865
Charges & Assessments	1,000,564	8,657,557	-	9,658,121
Other Income & Donations	2,054,200	542,500	500	2,597,200
Intergovernmental	17,101,201	1,442,543	-	18,543,744
TOTAL REVENUES	**$ 85,698,865**	**$ 34,217,515**	**$ 1,925,500**	**$ 121,841,880**
EXPENDITURES				
General Government	$ 7,327,707	$ 11,302,986	$ 176,500	$ 18,807,193
Public Safety	31,310,970	1,882,922	-	33,193,892
Public Works	2,581,709	2,816,750	-	5,398,459
Highways & Streets	38,117,231	-	-	38,117,231
Environmental	2,980,466	10,842,246	-	13,822,712
Health Services	2,743,102	-	-	2,743,102
Culture & Recreation	6,811,208	813,265	-	7,624,473
Social Services	3,067,947	-	-	3,067,947
Debt Service	-	301,921	-	301,921
Infrastructure/Economic Development	4,545,000	-	-	4,545,000
TOTAL EXPENDITURES	**$ 99,485,340**	**$ 27,960,090**	**$ 176,500**	**$ 127,621,930**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (13,786,475)**	**$ 6,257,425**	**$ 1,749,000**	**$ (5,780,050)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,266,521	$ 845,500	$ -	9,112,021
Transfers Out	(10,895,705)	(1,804,507)	-	(12,700,212)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,629,184)**	**$ (959,007)**	**$ -**	**$ (3,588,191)**
NET CHANGE IN FUND BALANCE	**$ (16,415,659)**	**$ 5,298,418**	**$ 1,749,000**	**$ (9,368,241)**
FUND BALANCE, BEGINNING OF YEAR	**$ 82,442,715**	**$ 152,097,869**	**$ 14,795,669**	**$ 249,336,253**
FUND BALANCE, END OF YEAR	**$ 66,027,056**	**$ 157,396,287**	**$ 16,544,669**	**$ 239,968,012**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 136,517,388	$ -	$ 136,517,388
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	17,650,508	-	-	17,650,508
Unrestricted Fund Balance/Net Assets	48,376,548	17,175,138	16,544,669	82,096,355
TOTAL FUND BALANCE SUMMARY	**$ 66,027,056**	**$ 157,396,287**	**$ 16,544,669**	**$ 239,968,012**

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	Parks & Stormwater Sales Tax Fund
REVENUES								
Taxes	$ 21,548,000	$ 7,714,000	$ 7,714,000	$ 1,415,000	$ 510,200	$ 510,200	$ 510,200	$ 3,857,000
Licenses & Permits	1,739,850	-	-	-	-	1,500	-	-
Fines & Forfeitures	799,200	-	-	-	-	-	-	-
Service Charges & User Fees	146,700	-	16,000	-	11,250	509,500	2,725,000	-
Charges & Assessments	225,764	-	-	500	153,300	-	40,000	-
Other Income & Donations	330,400	-	-	1,000	17,500	38,000	-	-
Federal Grants	501,094	-	-	-	403,096	-	-	-
State Grants	81,500	-	-	-	648,884	-	30,195	-
Local Grants	197,200	-	-	-	51,000	15,000	-	-
TOTAL REVENUES	**$ 25,569,708**	**$ 7,714,000**	**$ 7,730,000**	**$ 1,416,500**	**$ 1,795,230**	**$ 1,074,200**	**$ 3,305,395**	**$ 3,857,000**
EXPENDITURES								
General Government	$ 7,274,491	$ -	$ -	$ -	$ -	$ -	$ 53,216	$ -
Public Safety	14,701,955	7,214,000	9,395,015	-	-	-	-	-
Public Works	2,069,209	-	400,000	-	-	-	-	-
Highways & Streets	-	-	-	-	-	-	-	3,679,118
Environmental	-	-	-	-	-	-	2,980,466	-
Health Services	-	-	-	-	2,743,102	-	-	-
Culture & Recreation	440,727	-	-	1,330,715	-	3,276,848	-	1,762,918
Social Services	839,783	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 25,326,165**	**$ 7,214,000**	**$ 9,795,015**	**$ 1,330,715**	**$ 2,743,102**	**$ 3,276,848**	**$ 3,033,682**	**$ 5,442,036**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 243,543**	**$ 500,000**	**$ (2,065,015)**	**$ 85,785**	**$ (947,872)**	**$ (2,202,648)**	**$ 271,713**	**$ (1,585,036)**
OTHER FINANCING SOURCES (USES)								
Transfers In	$ 4,770,021	$ -	$ -	$ -	$ 1,020,000	$ 2,346,500	$ -	$ -
Transfers Out	(5,588,626)	-	(1,649,134)	(71,066)	(65,402)	(109,369)	(52,329)	(324,164)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (818,605)**	**$ -**	**$ (1,649,134)**	**$ (71,066)**	**$ 954,598**	**$ 2,237,131**	**$ (52,329)**	**$ (324,164)**
NET CHANGE IN FUND BALANCE	**$ (575,062)**	**$ 500,000**	**$ (3,714,149)**	**$ 14,719**	**$ 6,726**	**$ 34,483**	**$ 219,384**	**$ (1,909,200)**
FUND BALANCE, BEG. OF YEAR	**$ 17,021,184**	**$ 2,000,000**	**$ 11,347,172**	**$ 1,457,376**	**$ 1,683,019**	**$ 161,914**	**$ 1,700,857**	**$ 5,084,648**
FUND BALANCE, END OF YEAR	**$ 16,446,122**	**$ 2,500,000**	**$ 7,633,023**	**$ 1,472,095**	**$ 1,689,745**	**$ 196,397**	**$ 1,920,241**	**$ 3,175,448**
FUND BALANCE SUMMARY:								
Reserved for Contingency-PS	$ -	$ -	$ 1,172,674	$ -	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	-	6,460,349	-	-	-	-	-
Reserved for Contingency	5,946,865	-	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-	-
Other Reserves	-	2,500,000	-	-	-	-	-	-
Unrestricted Fund Balance	10,499,257	-	-	1,472,095	1,689,745	196,397	1,920,241	3,175,448
TOTAL FUND BALANCE SMRY	**$ 16,446,122**	**$ 2,500,000**	**$ 7,633,023**	**$ 1,472,095**	**$ 1,689,745**	**$ 196,397**	**$ 1,920,241**	**$ 3,175,448**

Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	American Rescue Plan Act Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 9,839,000	$ 5,785,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 59,403,100
-	-	26,300	-	-	-	-	-	1,767,650
-	-	-	-	-	-	-	-	799,200
147,050	-	17,450	-	-	-	-	-	3,572,950
503,000	-	35,000	-	-	-	-	43,000	1,000,564
134,500	-	-	12,800	-	-	1,520,000	-	2,054,200
783,070	-	1,851,795	-	6,889,870	-	3,000,000	-	13,428,925
1,242,670	-	177,827	-	-	-	10,000	-	2,191,076
18,000	1,200,000	-	-	-	-	-	-	1,481,200
$ 12,667,290	**$ 6,985,500**	**$ 2,108,372**	**$ 12,800**	**$ 6,889,870**	**$ -**	**$ 4,530,000**	**$ 43,000**	**$ 85,698,865**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,327,707
-	-	-	-	-	-	-	-	31,310,970
-	-	-	-	-	-	-	112,500	2,581,709
8,984,968	25,453,145	-	-	-	-	-	-	38,117,231
-	-	-	-	-	-	-	-	2,980,466
-	-	-	-	-	-	-	-	2,743,102
-	-	-	-	-	-	-	-	6,811,208
-	-	2,228,164	-	-	-	-	-	3,067,947
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	4,545,000	-	4,545,000
$ 8,984,968	**$ 25,453,145**	**$ 2,228,164**	**$ -**	**$ -**	**$ -**	**$ 4,545,000**	**$ 112,500**	**$ 99,485,340**
$ 3,682,322	**$ (18,467,645)**	**$ (119,792)**	**$ 12,800**	**$ 6,889,870**	**$ -**	**$ (15,000)**	**$ (69,500)**	**$ (13,786,475)**
$ -	$ -	$ 130,000	$ -	$ -	$ -	$ -	$ -	$ 8,266,521
(2,487,750)	(538,853)	(9,012)	-	-	-	-	-	(10,895,705)
$ (2,487,750)	**$ (538,853)**	**$ 120,988**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (2,629,184)**
$ 1,194,572	**$ (19,006,498)**	**$ 1,196**	**$ 12,800**	**$ 6,889,870**	**$ -**	**$ (15,000)**	**$ (69,500)**	**$ (16,415,659)**
$ 8,707,046	**$ 19,520,685**	**$ 355,272**	**$ 3,817,612**	**$ 6,889,870**	**$ -**	**$ 2,117,719**	**$ 578,341**	**$ 82,442,715**
$ 9,901,618	**$ 514,187**	**$ 356,468**	**$ 3,830,412**	**$ 13,779,740**	**$ -**	**$ 2,102,719**	**$ 508,841**	**$ 66,027,056**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,172,674
-	-	-	-	-	-	-	-	6,460,349
-	-	-	-	-	-	-	-	5,946,865
-	-	-	-	-	-	-	-	-
-	-	-	1,570,620	-	-	-	-	4,070,620
9,901,618	514,187	356,468	2,259,792	13,779,740	-	2,102,719	508,841	48,376,548
$ 9,901,618	**$ 514,187**	**$ 356,468**	**$ 3,830,412**	**$ 13,779,740**	**$ -**	**$ 2,102,719**	**$ 508,841**	**$ 66,027,056**

Summary of Proprietary Funds

	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	881,967	678,800	18,500,000	-
Charges & Assessments	-	13,000	160,000	1,577,750
Other Income & Donations	10,000	2,500	3,500	-
Federal Grants	1,092,543	-	350,000	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 1,984,510**	**$ 694,300**	**$ 19,013,500**	**$ 1,577,750**
EXPENSES				
General Government	$ -	$ -	$ 1,016,166	$ 1,467,798
Public Safety	-	-	-	-
Public Works	2,816,750	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	10,842,246	-
Health Services	-	-	-	-
Culture & Recreation	-	813,265	-	-
Social Services	-	-	-	-
Debt Service	-	-	301,921	-
TOTAL EXPENSES	**$ 2,816,750**	**$ 813,265**	**$ 12,160,333**	**$ 1,467,798**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ (832,240)**	**$ (118,965)**	**$ 6,853,167**	**$ 109,952**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 650,000	$ 195,500	$ -	$ -
Transfers Out	(199,637)	(29,307)	(1,442,250)	(43,873)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 450,363**	**$ 166,193**	**$ (1,442,250)**	**$ (43,873)**
NET CHANGE IN NET ASSETS	**$ (381,877)**	**$ 47,228**	**$ 5,410,917**	**$ 66,079**
NET ASSETS, BEGINNING OF YEAR	**$ 52,365,880**	**$ 589,653**	**$ 91,889,336**	**$ 418,967**
NET ASSETS, END OF YEAR	**$ 51,984,003**	**$ 636,881**	**$ 97,300,253**	**$ 485,046**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 50,194,697	$ 621,054	$ 83,697,892	$ 386,398
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	1,789,306	15,827	9,898,600	98,648
TOTAL NET ASSETS SUMMARY	**$ 51,984,003**	**$ 636,881**	**$ 97,300,253**	**$ 485,046**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,200,000	-	-	2,314,148	23,574,915
4,800,000	992,992	1,113,815	-	8,657,557
500,000	16,500	10,000	-	542,500
-	-	-	-	1,442,543
-	-	-	-	-
-	-	-	-	-
$ 6,500,000	**$ 1,009,492**	**$ 1,123,815**	**$ 2,314,148**	**$ 34,217,515**
$ 6,467,600	$ 1,017,857	$ 1,333,565	$ -	$ 11,302,986
-	-	-	1,882,922	1,882,922
-	-	-	-	2,816,750
-	-	-	-	-
-	-	-	-	10,842,246
	-	-	-	-
-	-	-	-	813,265
-	-	-	-	-
-	-	-	-	301,921
$ 6,467,600	**$ 1,017,857**	**$ 1,333,565**	**$ 1,882,922**	**$ 27,960,090**
$ 32,400	**$ (8,365)**	**$ (209,750)**	**$ 431,226**	**$ 6,257,425**
$ -	$ -	$ -	$ -	$ 845,500
-	-	-	(89,440)	(1,804,507)
$ -	**$ -**	**$ -**	**$ (89,440)**	**$ (959,007)**
$ 32,400	**$ (8,365)**	**$ (209,750)**	**$ 341,786**	**$ 5,298,418**
$ 2,665,194	**$ 696,701**	**$ 1,706,726**	**$ 1,765,412**	**$ 152,097,869**
$ 2,697,594	**$ 688,336**	**$ 1,496,976**	**$ 2,107,198**	**$ 157,396,287**
$ 4,551	$ -	$ -	$ 1,612,796	$ 136,517,388
-	-	-	-	3,703,761
2,693,043	688,336	1,496,976	494,402	17,175,138
$ 2,697,594	**$ 688,336**	**$ 1,496,976**	**$ 2,107,198**	**$ 157,396,287**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 1,925,000	$ -	$ 1,925,000
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	500	-	500
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 1,925,500**	**$ -**	**$ 1,925,500**
EXPENDITURES			
General Government	$ 13,000	$ 163,500	$ 176,500
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 13,000**	**$ 163,500**	**$ 176,500**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 1,912,500**	**$ (163,500)**	**$ 1,749,000**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ -**	**$ -**
NET CHANGE IN FUND BALANCE	**$ 1,912,500**	**$ (163,500)**	**$ 1,749,000**
FUND BALANCE, BEGINNING OF YEAR	**$ 4,077,176**	**$ 10,718,493**	**$ 14,795,669**
FUND BALANCE, END OF YEAR	**$ 5,989,676**	**$ 10,554,993**	**$ 16,544,669**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	5,989,676	10,554,993	16,544,669
TOTAL FUND BALANCE SUMMARY	**$ 5,989,676**	**$ 10,554,993**	**$ 16,544,669**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2021-2022

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund	Grave Opening Fees	(2)	$ 55,000	$ 58,000	$ 3,000
	Cemetery Lot Fees	(2)	18,000	19,500	1,500
	Columbarium Fees	(2)	6,500	7,000	500
	Health Permit Fee	(2)	80,000	82,500	2,500
Parks & Recreation Fund	Tennis Fees	(2)	18,000	20,000	2,000
	Soccer Fees	(2)	15,000	15,500	500
	Softball Fees	(2)	5,000	7,000	2,000
	Special Event Permit	(2)	-	1,500	1,500
	Facility Rental Fees	(2)	18,000	19,000	1,000
	Museum Admissions/Shows	(2)	8,000	13,000	5,000
	Museum Facility Rental	(2)	-	2,000	2,000
Parks & Stormwater Sales Tax	Parks Sales Tax	(1)	790,685	1,851,360	1,060,675
	Stormwater Sales Tax	(1)	1,137,815	2,005,640	867,825
Municipal Golf Course Fund	Cart Rental Fees	(2)	210,000	220,000	10,000
	Season Pass Fee	(2)	65,000	67,500	2,500
	Total Revenue Increase/(Decrease)		**$ 2,427,000**	**$ 4,389,500**	**$ 1,962,500**
APPROPRIATIONS					
General Fund					
City Manager: Special Projects	Chamber Contract	(2)	$ 247,000	$ 252,000	$ 5,000
Information Technology	Network Services - Outsource IT Network Services	(1)	35,000	232,000	197,000
Solid Waste Management Fund					
Planning & Management Admin.	Payroll Adjustment - Deferred Compensation	(1)	301	1,801	1,500
Transportation Sales Tax Fund					
Street Maintenance	Price Adjustment on Replacement Loaders	(1)	412,000	441,370	29,370
	Total Appropriation Increase/(Decrease)		**$ 694,301**	**$ 927,171**	**$ 232,870**

NOTES:
(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.

COUNCIL BILL NO. 2021-524 ORDINANCE NO.

AN ORDINANCE providing for the Fire Department Budget of the City of Joplin for the period from November 1, 2021 to October 31, 2022, 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 2021-2022 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, 2021 to October 31, 2022.

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, 2021 to October 31, 2022 are $12,312,541.00.

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 2020-2021 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2021. The amount of the increase to the FY 2021-2022 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, 2021 to October 31, 2022, 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 _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-526 – Approving the Salary Administration Plan for Classified and Unclassified positions and the Salary Administration Plan for Part-Time/Seasonal positions

MEETING DATE
October 18, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-526 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions; Exhibit "B"-Salary Administration Plan for Part-Time/Seasonal positions

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, excluding the fire department. As a result of the project to update all city job descriptions, the new pay plans reflect various updated titles and FLSA status changes.

BACKGROUND
During 2021, the City utilized Maerz HR Services to update all city job descriptions, with the assistance of Department Heads, which has resulted in new job descriptions for approximately 180 positions.

As a part of this project, the following job titles changed:

Previous Title:	New Title:
Automotive Mechanic I	Automotive Technician I
Automotive Mechanic II	Automotive Technician II
CVB Tourism & Events Specialist	CVB Marketing Specialist
Senior Clerk-Tourism	Tourism Assistant
Laborer I (Part-Time)	Utility Assistant-Part-Time
Senior Accountant	Accountant
Assistant Dir. of Health & Epid. Coord.	Assistant Director of Health
Assistant Dir. of HR/Safety Mgr	Assistant Director of Human Resources
Network Manager	Network Administrator
Compliance Officer I	Court Compliance Officer I

Previous Title:	**New Title:**
Compliance Officer II	Court Compliance Officer II
Recreation Instructor (Part-Time)	Museum Assistant (Part-Time)
Utility Worker	Facilities Worker
Senior Clerk	Administrative Assistant

A complete audit of the Fair Labor Standards Act (FLSA) status was also conducted with this project. This audit resulted in changing 7 positions from exempt to non-exempt and 1 position from non-exempt to exempt as follows:

Position:	**New FLSA Status:**
Community Health Planner/Educator	Non-Exempt
Environmental Public Health Specialist II	Non-Exempt
Regional Response Planner	Non-Exempt
CDBG Project Manager	Non-Exempt
Planner	Non-Exempt
Communications Technician Manager	Non-Exempt
Land Surveyor	Non-Exempt
Recycling Coordinator	Exempt

These changes have been reflected on the Salary Administration Plan for Classified and Unclassified positions, as well as the Salary Administration Plan for Part-Time/Seasonal positions.

FUNDING SOURCE

This item is included in the adopted fiscal year 2022 budget.

RECOMMENDATION

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

COUNCIL BILL NO. 2021-526 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 2021-2022; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2021-034 on March 1, 2021; and,

WHEREAS, the City updated all job descriptions, which resulted in various title changes; and,

WHEREAS, a complete audit of FLSA status was also conducted, which resulted in various status changes; 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, 2021, 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 2021-2022, 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 2021-2022, 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 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 6. 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 _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, 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, 2021
* - 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)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$10.594	$10.806	$11.022	$11.242	$11.467	$11.697	$11.931	$12.169	$12.413	$12.661	$12.914	$13.172	$13.436	$13.704	$13.979	$14.258	$14.543	$14.834	$15.131	$15.433		
		$22,036	$22,476	$22,926	$23,383	$23,851	$24,330	$24,816	$25,312	$25,819	$26,335	$26,861	$27,398	$27,947	$28,504	$29,076	$29,657	$30,249	$30,855	$31,472	$32,101		
110	Custodian	$11.678	$11.912	$12.150	$12.393	$12.641	$12.893	$13.151	$13.414	$13.683	$13.956	$14.235	$14.520	$14.811	$15.107	$15.409	$15.717	$16.031	$16.352	$16.679	$17.013		
	Laborer I	$24,290	$24,777	$25,272	$25,777	$26,293	$26,817	$27,354	$27,901	$28,461	$29,028	$29,609	$30,202	$30,807	$31,423	$32,051	$32,691	$33,344	$34,012	$34,692	$35,387		
	Facilities Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$12.263	$12.508	$12.758	$13.014	$13.274	$13.539	$13.810	$14.086	$14.368	$14.655	$14.949	$15.247	$15.552	$15.863	$16.181	$16.504	$16.834	$17.171	$17.515	$17.865		
	Court Assistant I	$25,507	$26,017	$26,537	$27,069	$27,610	$28,161	$28,725	$29,299	$29,885	$30,482	$31,094	$31,714	$32,348	$32,995	$33,656	$34,328	$35,015	$35,716	$36,431	$37,159		
	Transit Dispatcher																						
	Transit Driver I																						
130	Administrative Assistant	$12.875	$13.133	$13.395	$13.663	$13.936	$14.215	$14.499	$14.789	$15.085	$15.387	$15.695	$16.008	$16.329	$16.655	$16.988	$17.328	$17.675	$18.028	$18.389	$18.756		
	Automotive Service Worker	$26,780	$27,317	$27,862	$28,419	$28,987	$29,567	$30,158	$30,761	$31,377	$32,005	$32,646	$33,297	$33,964	$34,642	$35,335	$36,042	$36,764	$37,498	$38,249	$39,012		
	Breastfeeding Peer Counselor Coordinator																						
	Laborer II																						
	Recreation Leader																						
	Tourism Assistant																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Court Compliance Officer I	$13.518	$13.788	$14.064	$14.345	$14.632	$14.925	$15.223	$15.528	$15.838	$16.155	$16.478	$16.808	$17.144	$17.487	$17.837	$18.193	$18.557	$18.928	$19.307	$19.693		
	Detention Officer	$28,117	$28,679	$29,253	$29,838	$30,435	$31,044	$31,664	$32,298	$32,943	$33,602	$34,274	$34,961	$35,660	$36,373	$37,101	$37,841	$38,599	$39,370	$40,159	$40,961		
	Engineering Assistant																						
	Equipment Operator																						
	Human Resources Assistant																						
	Parks Caretaker																						
	Police Services Assistant																						
	Utility Locator																						
150	Animal Control Officer	$14.195	$14.479	$14.768	$15.064	$15.365	$15.672	$15.986	$16.306	$16.632	$16.964	$17.304	$17.650	$18.003	$18.363	$18.730	$19.105	$19.487	$19.876	$20.274	$20.679		
	Court Assistant II	$29,526	$30,116	$30,717	$31,333	$31,959	$32,598	$33,251	$33,916	$34,595	$35,285	$35,992	$36,712	$37,446	$38,195	$38,958	$39,738	$40,533	$41,342	$42,170	$43,012		
	CVB Marketing Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$15.650	$15.963	$16.282	$16.608	$16.940	$17.279	$17.624	$17.977	$18.336	$18.703	$19.077	$19.459	$19.848	$20.245	$20.650	$21.063	$21.484	$21.914	$22.352	$22.799		
	Automotive Technician I	$32,552	$33,203	$33,867	$34,545	$35,235	$35,940	$36,658	$37,392	$38,139	$38,902	$39,680	$40,475	$41,284	$42,110	$42,952	$43,811	$44,687	$45,581	$46,492	$47,422		
	Court Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
170	Assistant City Clerk	$16.434	$16.763	$17.098	$17.440	$17.789	$18.144	$18.507	$18.878	$19.255	$19.640	$20.033	$20.434	$20.842	$21.259	$21.684	$22.118	$22.560	$23.012	$23.472	$23.941		
	Case Investigator/Contact Tracer	$34,183	$34,867	$35,564	$36,275	$37,001	$37,740	$38,495	$39,266	$40,050	$40,851	$41,669	$42,503	$43,351	$44,219	$45,103	$46,005	$46,925	$47,865	$48,822	$49,797		
	Chief Wastewater Plant Operator																						
	Crime Analyst/Accreditation Coordinator																						
	Engineering Technician																						
	Executive Assistant/Secretary to City Manager																						
	Jail Shift Supervisor																						
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

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)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Airport Operations Supervisor	$17.254	$17.599	$17.951	$18.310	$18.676	$19.050	$19.431	$19.819	$20.216	$20.620	$21.033	$21.453	$21.882	$22.320	$22.766	$23.222	$23.686	$24.160	$24.643	$25.136		
	Automotive Technician II	$35,888	$36,606	$37,338	$38,085	$38,846	$39,624	$40,416	$41,224	$42,049	$42,890	$43,749	$44,622	$45,515	$46,426	$47,353	$48,302	$49,267	$50,253	$51,257	$52,283		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$18.117	$18.479	$18.849	$19.226	$19.610	$20.003	$20.403	$20.811	$21.227	$21.651	$22.085	$22.526	$22.977	$23.436	$23.905	$24.383	$24.871	$25.368	$25.876	$26.393		
	Construction Inspector	$37,683	$38,436	$39,206	$39,990	$40,789	$41,606	$42,438	$43,287	$44,152	$45,034	$45,937	$46,854	$47,792	$48,747	$49,722	$50,717	$51,732	$52,765	$53,822	$54,897		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator	$19.022	$19.402	$19.790	$20.186	$20.590	$21.002	$21.422	$21.850	$22.287	$22.733	$23.188	$23.651	$24.124	$24.607	$25.099	$25.601	$26.113	$26.635	$27.168	$27.711		
	Data Manager	$39,566	$40,356	$41,163	$41,987	$42,827	$43,684	$44,558	$45,448	$46,357	$47,285	$48,231	$49,194	$50,178	$51,183	$52,206	$53,250	$54,315	$55,401	$56,509	$57,639		
	Golf Course Maintenance Supervisor (E)																						
	Lead Case Investigator/Contact Tracer																						
	Nutritionist II																						
	Planner																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$19.973	$20.372	$20.780	$21.196	$21.619	$22.052	$22.493	$22.943	$23.402	$23.870	$24.347	$24.834	$25.331	$25.837	$26.354	$26.881	$27.419	$27.967	$28.526	$29.097		
	Building Maintenance Supervisor (E)	$41,544	$42,374	$43,222	$44,088	$44,968	$45,868	$46,785	$47,721	$48,676	$49,650	$50,642	$51,655	$52,688	$53,741	$54,816	$55,912	$57,032	$58,171	$59,334	$60,522		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor																						
	Public Safety Communications Manager (E)																						
300	Fleet Maintenance Supervisor (E)	$20.972	$21.391	$21.819	$22.256	$22.701	$23.155	$23.618	$24.090	$24.572	$25.063	$25.565	$26.076	$26.598	$27.130	$27.672	$28.226	$28.790	$29.366	$29.953	$30.552	$31.163	$31.787
	Golf Course Professional (E)	$43,622	$44,493	$45,384	$46,292	$47,218	$48,162	$49,125	$50,107	$51,110	$52,131	$53,175	$54,238	$55,324	$56,430	$57,558	$58,710	$59,883	$61,081	$62,302	$63,548	$64,819	$66,117
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Accountant (E)	$22.021	$22.461	$22.911	$23.369	$23.836	$24.313	$24.799	$25.295	$25.801	$26.317	$26.843	$27.380	$27.928	$28.487	$29.056	$29.637	$30.230	$30.835	$31.451	$32.080	$32.722	$33.376
	Assistant Wastewater Plant Superintendent (E)	$45,804	$46,719	$47,655	$48,608	$49,579	$50,571	$51,582	$52,614	$53,666	$54,739	$55,833	$56,950	$58,090	$59,253	$60,436	$61,645	$62,878	$64,137	$65,418	$66,726	$68,062	$69,422
	Communications Technician Manager																						
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	Assistant Director of Human Resources (E)	$23.122	$23.584	$24.056	$24.537	$25.028	$25.529	$26.039	$26.560	$27.091	$27.633	$28.186	$28.749	$29.324	$29.911	$30.509	$31.119	$31.742	$32.376	$33.024	$33.684	$34.358	$35.045
	Athletic Facilites Superintendent (E)	$48,094	$49,055	$50,036	$51,037	$52,058	$53,100	$54,161	$55,245	$56,349	$57,477	$58,627	$59,798	$60,994	$62,215	$63,459	$64,728	$66,023	$67,342	$68,690	$70,063	$71,465	$72,894
	Capital Improvement Project Manager (E)																						
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$24.279	$24.765	$25.260	$25.765	$26.280	$26.806	$27.342	$27.889	$28.447	$29.016	$29.596	$30.188	$30.792	$31.407	$32.036	$32.676	$33.330	$33.996	$34.676	$35.370	$36.077	$36.799
	Assistant City Prosecutor (E)	$50,500	$51,511	$52,541	$53,591	$54,662	$55,756	$56,871	$58,009	$59,170	$60,353	$61,560	$62,791	$64,047	$65,327	$66,635	$67,966	$69,326	$70,712	$72,126	$73,570	$75,040	$76,542
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager	$25.493	$26.003	$26.523	$27.053	$27.594	$28.146	$28.709	$29.283	$29.869	$30.466	$31.076	$31.697	$32.331	$32.978	$33.637	$34.310	$34.996	$35.696	$36.410	$37.138	$37.881	$38.639
	Chief Building Official (E)	$53,025	$54,086	$55,168	$56,270	$57,396	$58,544	$59,715	$60,909	$62,128	$63,369	$64,638	$65,930	$67,248	$68,594	$69,965	$71,365	$72,792	$74,248	$75,733	$77,247	$78,792	$80,369
	City Prosecutor (E)																						
	Infrastructure Superintendent (E)																						
	Network Administrator																						
	Wastewater Plant Superintendent (E)																						

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)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	Assistant City Attorney (E)	$26.767	$27.302	$27.848	$28.405	$28.973	$29.553	$30.144	$30.747	$31.362	$31.989	$32.629	$33.281	$33.947	$34.626	$35.318	$36.025	$36.745	$37.480	$38.230	$38.994	$39.774	$40.570
	Assistant Director of Health (E)	$55,675	$56,788	$57,924	$59,082	$60,264	$61,470	$62,700	$63,954	$65,233	$66,537	$67,868	$69,224	$70,610	$72,022	$73,461	$74,932	$76,430	$77,958	$79,518	$81,108	$82,730	$84,386
	Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	Assistant Director of Public Works/Operations (E)	$28.106	$28.668	$29.241	$29.826	$30.423	$31.031	$31.652	$32.285	$32.931	$33.589	$34.261	$34.946	$35.645	$36.358	$37.085	$37.827	$38.584	$39.355	$40.142	$40.945	$41.764	$42.599
	Assistant Finance Director (E)	$58,460	$59,629	$60,821	$62,038	$63,280	$64,544	$65,836	$67,153	$68,496	$69,865	$71,263	$72,688	$74,142	$75,625	$77,137	$78,680	$80,255	$81,858	$83,495	$85,166	$86,869	$88,606
370	* Human Resources Director/Risk Mgmt (E)	$32.534	$33.185	$33.848	$34.525	$35.216	$35.920	$36.639	$37.371	$38.119	$38.881	$39.659	$40.452	$41.261	$42.086	$42.928	$43.786	$44.662	$45.555	$46.467	$47.396	$48.344	$49.311
		$67,671	$69,025	$70,404	$71,812	$73,249	$74,714	$76,209	$77,732	$79,288	$80,872	$82,491	$84,140	$85,823	$87,539	$89,290	$91,075	$92,897	$94,754	$96,651	$98,584	$100,556	$102,567
380	Assistant Director of Public Works/Engineering (E)	$34.163	$34.846	$35.543	$36.254	$36.979	$37.719	$38.473	$39.243	$40.027	$40.828	$41.645	$42.477	$43.327	$44.193	$45.077	$45.979	$46.898	$47.836	$48.793	$49.769	$50.764	$51.780
	* Community Health Director (E)	$71,059	$72,480	$73,929	$75,408	$76,916	$78,456	$80,024	$81,625	$83,256	$84,922	$86,622	$88,352	$90,120	$91,921	$93,760	$95,636	$97,548	$99,499	$101,489	$103,520	$105,589	$107,702
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$35.870	$36.587	$37.319	$38.066	$38.827	$39.603	$40.395	$41.203	$42.027	$42.868	$43.725	$44.600	$45.492	$46.402	$47.330	$48.276	$49.242	$50.227	$51.231	$52.256	$53.301	$54.367
	* Finance Director (E)	$74,610	$76,101	$77,624	$79,177	$80,760	$82,374	$84,022	$85,702	$87,416	$89,165	$90,948	$92,768	$94,623	$96,516	$98,446	$100,414	$102,423	$104,472	$106,560	$108,692	$110,866	$113,083
410	* Assistant City Manager (E)	$39.546	$40.337	$41.144	$41.967	$42.806	$43.662	$44.535	$45.426	$46.334	$47.261	$48.206	$49.170	$50.154	$51.157	$52.180	$53.224	$54.288	$55.374	$56.481	$57.611	$58.763	$59.939
	* Public Works Director (E)	$82,256	$83,901	$85,580	$87,291	$89,036	$90,817	$92,633	$94,486	$96,375	$98,303	$100,268	$102,274	$104,320	$106,407	$108,534	$110,706	$112,919	$115,178	$117,480	$119,831	$122,227	$124,673
166	Airport Police Officer	$15.442	$15.844	$16.245	$16.647	$17.047	$17.449	$17.850	$18.251	$18.653	$19.054	$19.455	$19.856	$20.258	$20.659	$21.060	$21.462	$21.863	$22.264	$22.666	$23.067		
	Police Officer Trainee	$32,119	$32,956	$33,790	$34,626	$35,458	$36,294	$37,128	$37,962	$38,798	$39,632	$40,466	$41,300	$42,137	$42,971	$43,805	$44,641	$45,475	$46,309	$47,145	$47,979		
196	Police Officer	$18.168	$18.640	$19.112	$19.584	$20.056	$20.528	$21.000	$21.472	$21.944	$22.417	$22.889	$23.361	$23.833	$24.305	$24.777	$25.249	$25.721	$26.192	$26.666	$27.138		
		$37,789	$38,771	$39,753	$40,735	$41,716	$42,698	$43,680	$44,662	$45,644	$46,627	$47,609	$48,591	$49,573	$50,554	$51,536	$52,518	$53,500	$54,479	$55,465	$56,447		
206	Police Corporal	$19.575	$20.066	$20.555	$21.045	$21.535	$22.024	$22.514	$23.004	$23.494	$23.983	$24.474	$24.963	$25.453	$25.943	$26.433	$26.922	$27.412	$27.902	$28.391	$28.881		
		$40,716	$41,737	$42,754	$43,774	$44,793	$45,810	$46,829	$47,848	$48,868	$49,885	$50,906	$51,923	$52,942	$53,961	$54,981	$55,998	$57,017	$58,036	$59,053	$60,072		
316	Police Sergeant	$22.021	$22.553	$23.085	$23.617	$24.149	$24.681	$25.213	$25.745	$26.277	$26.810	$27.342	$27.874	$28.406	$28.937	$29.469	$30.001	$30.533	$31.065	$31.597	$32.129	$32.661	$33.193
		$45,804	$46,910	$48,017	$49,123	$50,230	$51,336	$52,443	$53,550	$54,656	$55,765	$56,871	$57,978	$59,084	$60,189	$61,296	$62,402	$63,509	$64,615	$65,722	$66,828	$67,935	$69,041
346	Police Captain (E)	$28.526	$29.189	$29.853	$30.517	$31.180	$31.843	$32.507	$33.171	$33.835	$34.497	$35.161	$35.825	$36.489	$37.153	$37.815	$38.479	$39.143	$39.807	$40.469	$41.133	$41.797	$42.461
		$59,334	$60,713	$62,094	$63,475	$64,854	$66,233	$67,615	$68,996	$70,377	$71,754	$73,135	$74,516	$75,897	$77,278	$78,655	$80,036	$81,417	$82,799	$84,176	$85,557	$86,938	$88,319
366	Assistant Police Chief (E)	$29.284	$30.003	$30.722	$31.440	$32.159	$32.878	$33.596	$34.316	$35.034	$35.752	$36.472	$37.190	$37.908	$38.627	$39.346	$40.064	$40.783	$41.502	$42.220	$42.940	$43.658	$44.376
		$60,911	$62,406	$63,902	$65,395	$66,891	$68,386	$69,880	$71,377	$72,871	$74,364	$75,862	$77,355	$78,849	$80,344	$81,840	$83,333	$84,829	$86,324	$87,818	$89,315	$90,809	$92,302
406	* Police Chief (E)	$37.665	$38.574	$39.484	$40.394	$41.305	$42.213	$43.124	$44.034	$44.943	$45.853	$46.763	$47.672	$48.583	$49.492	$50.401	$51.312	$52.222	$53.131	$54.041	$54.951	$55.860	$56.771
		$78,343	$80,234	$82,127	$84,020	$85,914	$87,803	$89,698	$91,591	$93,481	$95,374	$97,267	$99,158	$101,053	$102,943	$104,834	$106,729	$108,622	$110,512	$112,405	$114,298	$116,189	$118,084

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE NOVEMBER 1, 2021

	REGULAR Part-Time Hourly	Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$ 11.017	$ 11.457	$ 11.915
555	Interpreter/Translator	$ 11.636	$ 12.101	$ 12.585

	SEASONAL Part -Time Hourly	Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Part-Time Outside Service Attendant-Seasonal	$ 10.300	$ 10.712	$ 11.140
502	Clerk-Part-Time	$ 9.921	$ 10.318	$ 10.730
505	Museum Assistant-Part-Time Recreation Instructor-Part-Time	$ 10.392	$ 10.807	$ 11.241
520	Utility Assistant-Part-Time	$ 10.807	$ 11.241	$ 11.690
540	School Crossing Guard-Part-Time	$ 11.241	$ 11.690	$ 12.159
555	Police Reserve Officer-Part-Time	$ 11.636	$ 12.101	$ 12.585
560	School Crossing Guard Coordinator-Part-Time	$ 12.159	$ 12.644	$ 13.152
570	Engineering Aid-Part-Time	$ 13.215	$ 13.744	$ 14.294
580	Court Bailiff-Part-Time	$ 17.177	$ 17.864	$ 18.579
600	Cashier - Seasonal Lifeguard-Seasonal	$ 10.300	$ 10.712	$ 11.140
610	Pool Operator-Seasonal	$ 10.807	$ 11.241	$ 11.690
620	Athletic Coordinator-Seasonal Aquatic Supervisor-Seasonal Concessions Coordinator-Seasonal Day Camp Director-Seasonal Golf Lead Cashier-Seasonal	$ 11.690	$ 12.159	$ 12.645

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-527 – Approving the Salary Administration Plan for Classified and Unclassified positions for the Fire Department

MEETING DATE
October 18, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-527 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions

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 for the fire department. As a result of the project to update all city job descriptions, the new pay plans reflect various updated titles and FLSA status changes.

BACKGROUND
During 2021, the City utilized Maerz HR Services to update all city job descriptions, with the assistance of Department Heads, which has resulted in new job descriptions for approximately 180 positions.

A complete audit of the Fair Labor Standards Act (FLSA) status was also conducted with this project. This audit resulted in changing 3 positions from exempt to non-exempt in the fire department as follows:

Position:	**New FLSA Status:**
Battalion Chief	Non-Exempt
Fire Marshal	Non-Exempt
Fire Training Chief	Non-Exempt

These changes have been reflected on the Salary Administration Plan for Classified and Unclassified positions for the fire department.

FUNDING SOURCE
This item is included in the adopted fiscal year 2022 budget.

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

COUNCIL BILL NO. 2021-527 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan for the Fire Department; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2021-2022; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2021-034 on March 1, 2021; and,

WHEREAS, the City updated all job descriptions, which resulted in various title changes; and,

WHEREAS, a complete audit of FLSA status was also conducted, which resulted in various status changes; 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, 2021, 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 2021-2022, 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 2021-2022, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. 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 5. 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 _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, 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, 2021
* - 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)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
162	Firefighter Trainee	$11.1508	$11.4275	$11.7043	$11.9815	$12.2579	$12.5350	$12.8120	$13.0886	$13.3657	$13.6425	$13.9193	$14.1961	$14.4732	$14.7497	$15.0268	$15.3036	$15.5804	$15.8575	$16.1339	$16.4111		
		$32,471	$33,277	$34,083	$34,890	$35,695	$36,502	$37,309	$38,114	$38,921	$39,727	$40,533	$41,339	$42,146	$42,951	$43,758	$44,564	$45,370	$46,177	$46,982	$47,789		
172	Firefighter/EMT	$11.7370	$12.0292	$12.3201	$12.6113	$12.9030	$13.1947	$13.4852	$13.7777	$14.0687	$14.3600	$14.6517	$14.9430	$15.2350	$15.5260	$15.8170	$16.1090	$16.4002	$16.6910	$16.9833	$17.2742		
		$34,178	$35,029	$35,876	$36,724	$37,574	$38,423	$39,269	$40,121	$40,968	$41,816	$42,666	$43,514	$44,364	$45,212	$46,059	$46,909	$47,757	$48,604	$49,455	$50,302		
192	Fire Driver/Engineer	$13.0669	$13.3798	$13.6928	$14.0050	$14.3183	$14.6312	$14.9440	$15.2565	$15.5697	$15.8826	$16.1950	$16.5080	$16.8207	$17.1338	$17.4464	$17.7582	$18.0711	$18.3840	$18.6970	$19.0096		
		$38,051	$38,962	$39,873	$40,783	$41,695	$42,606	$43,517	$44,427	$45,339	$46,250	$47,160	$48,071	$48,982	$49,894	$50,804	$51,712	$52,623	$53,534	$54,446	$55,356		
312	Fire Captain	$15.7941	$16.1711	$16.5484	$16.9258	$17.3025	$17.6790	$18.0557	$18.4331	$18.8100	$19.1860	$19.5635	$19.9402	$20.3177	$20.6947	$21.0708	$21.4478	$21.8251	$22.2024	$22.5782	$22.9555	$23.3324	$23.7097
		$45,993	$47,090	$48,189	$49,288	$50,385	$51,481	$52,578	$53,677	$54,775	$55,870	$56,969	$58,066	$59,165	$60,263	$61,358	$62,456	$63,555	$64,653	$65,748	$66,846	$67,944	$69,043
342	Battalion Chief	$26.647	$27.209	$27.769	$28.330	$28.890	$29.452	$30.012	$30.573	$31.134	$31.695	$32.255	$32.817	$33.377	$33.938	$34.499	$35.060	$35.620	$36.182	$36.741	$37.303	$37.863	$38.425
	Fire Marshal	$55,426	$56,595	$57,760	$58,926	$60,091	$61,260	$62,425	$63,592	$64,759	$65,926	$67,090	$68,259	$69,424	$70,591	$71,758	$72,925	$74,090	$75,259	$76,421	$77,590	$78,755	$79,924
	Fire Training Chief																						
		$19.0333	$19.4348	$19.8348	$20.2356	$20.6360	$21.0370	$21.4368	$21.8383	$22.2383	$22.6391	$23.0395	$23.4406	$23.8403	$24.2418	$24.6418	$25.0426	$25.4427	$25.8441	$26.2438	$26.6453	$27.0453	$27.4461
		$55,425	$56,594	$57,759	$58,926	$60,092	$61,260	$62,424	$63,593	$64,758	$65,925	$67,091	$68,259	$69,423	$70,592	$71,757	$72,924	$74,089	$75,258	$76,422	$77,591	$78,756	$79,923
362	Deputy Fire Chief (E)	$30.429	$31.027	$31.624	$32.222	$32.819	$33.416	$34.013	$34.611	$35.208	$35.805	$36.403	$37.000	$37.596	$38.193	$38.791	$39.388	$39.986	$40.583	$41.180	$41.777	$42.375	$42.972
		$63,292	$64,536	$65,778	$67,022	$68,264	$69,505	$70,747	$71,991	$73,233	$74,474	$75,718	$76,960	$78,200	$79,441	$80,685	$81,927	$83,171	$84,413	$85,654	$86,896	$88,140	$89,382
402	* Fire Chief (E)	$38.162	$39.048	$39.934	$40.821	$41.707	$42.593	$43.479	$44.365	$45.251	$46.137	$47.024	$47.910	$48.796	$49.682	$50.567	$51.453	$52.339	$53.226	$54.112	$54.998	$55.885	$56.771
		$79,377	$81,220	$83,063	$84,908	$86,751	$88,593	$90,436	$92,279	$94,122	$95,965	$97,810	$99,653	$101,496	$103,339	$105,179	$107,022	$108,865	$110,710	$112,553	$114,396	$116,241	$118,084

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-003: AN ORDINANCE amending Chapter 114, "Traffic," by enacting a new Article XII, "Utility Vehicles."

MEETING DATE
October 18, 2021

ORIGINATING DEPT
Legal

ATTACHMENTS
Council Bill 2021-003

REVIEWED BY
City Attorney: Peter Edwards; Finance Director Leslie Haase; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 114, "Traffic," by enacting a new Article XII, "Utility Vehicles."

BACKGROUND
Chapter 304, RSMo., allows cities to regulate the operation of utility vehicles on city streets. The requirements of a new Article XII, "Utility Vehicles," are summarized as follows. On an annual basis, the vehicle must be registered with the City and the owner must pay $25 in fees. The driver must obey all traffic laws and local ordinances regarding the rules of the road. The driver must have a driver's license, insurance, and be 18 years of age or older. The vehicle may only be operated on streets with a speed limit of forty-five (45) miles per hour or less. The vehicle must have seatbelts, turn signals, headlamps, tail lamps, stop lamps, reflex reflectors, and mirrors. This ordinance does not allow the operation of Go Carts, Golf Carts, or All-Terrain Vehicles/ATVs on the streets.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2021-003 ORDINANCE NO.

AN ORDINANCE amending Chapter 114, "Traffic," by enacting a new Article XII, "Utility Vehicles."

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

Section 1. That Chapter 114, "Traffic," is amended by enacting a new Article XII, "Utility Vehicles," as follows:

"ARTICLE XII. - UTILITY VEHICLES

114-781. - Utility vehicles, operation on highway or streets and in streams or rivers prohibited — exceptions — passengers prohibited.

(a) No person shall operate a utility vehicle, defined as "any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty inches but no more than eighty inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes", upon the highways of this state or streets of this City, except as follows:

(1) Utility vehicles owned and operated by a governmental entity for official use;

(2) Utility vehicles operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation, unless equipped with proper lighting;

(3) Utility vehicles operated by handicapped persons for short distances occasionally only on the state's secondary roads when operated between the hours of sunrise and sunset; and

(4) Utility vehicles operated in accordance with Section 114-782.

(b) No person shall operate a utility vehicle within any stream or river in this state, except that utility vehicles may be operated within waterways which flow within the boundaries of land which a utility vehicle operator owns, or for agricultural purposes within the boundaries of land which a utility vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this state at such road crossings as are customary or part of the highway system. All law enforcement officials or peace officers of this state and its political subdivisions or department of conservation agents or department of natural resources park rangers shall enforce the provisions of this subsection within the geographic area of their jurisdiction.

(c) A person operating a utility vehicle on a highway pursuant to an exception covered in this section shall have a valid operator's or chauffeur's license, except that a handicapped person operating such vehicle under subdivision (3) of subsection (a) of this section, but shall not be

required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at speeds of less than forty-five miles per hour.

(d) No person shall operate a utility vehicle:

(1) In any careless way so as to endanger the person or property of another; or

(2) While under the influence of alcohol or any controlled substance.

(e) No operator of a utility vehicle shall carry a passenger, except for agricultural purposes. The provisions of this subsection shall not apply to any utility vehicle in which the seat of such vehicle is designed to carry more than one person.

Section 114-782. - Operation on streets, permitted when.

(a) A utility vehicle may be operated upon the streets, but not State or Federal highways. Except as otherwise specified in this Article, every person operating a utility vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle.

(b) The operator of a utility vehicle shall observe all traffic laws and local ordinances regarding the rules of the road. A utility vehicle may be operated on the streets with posted speeds of forty-five (45) miles per hour or less. The provisions of this Subsection shall not prohibit a utility vehicle from crossing a street with a posted speed limit of up to forty-five (45) miles per hour at an intersection.

(c) Each person operating a utility vehicle on the streets shall possess a valid driver's license issued pursuant to Chapter 302, RSMo. and be 18 years of age or older.

(d) Every operator of a utility vehicle shall maintain financial responsibility on such utility vehicle as required by Chapter 303, RSMo. if the utility vehicle is to be operated upon the streets.

(e) Unless the utility vehicle is designed and equipped to do so, there can be no passengers riding on said vehicle. If so equipped, the following shall apply:

(1) Children less than 4 years old or less than 40 pounds must be in an appropriate child safety seat. (Section 307.179, RSMo.);

(2) Children ages 4 through 7 who weigh at least 40 pounds must be in an appropriate child safety seat or booster seat unless they are 80 pounds or 4'9" tall. (Section 307.179, RSMo.);

(3) Children 8 and over or weighing at least 80 pounds or at least 4'9" tall are required to be secured by a safety belt or buckled into an appropriate booster seat. (Section 307.179, RSMo.);

(4) All passengers, under the age of 18, must wear an approved Department of Transportation helmet while riding; and

(5) No utility vehicle shall be operated with more occupants than the number for which it is designed and equipped.

(f) A utility vehicle must have seatbelts in good working condition. The number of passengers on a utility vehicle shall not exceed the number of operating seatbelts.

(g) The operation of Go Carts, Golf Carts, and All Terrain Vehicles/ATVs is prohibited on the streets.

Section 114-783. - Application for and proof of registration of utility vehicles.

(a) Utility vehicles operating on the public streets shall be registered.

(1) Each application for registration shall include basic identifying information for the utility vehicle (make, model, color, and such other identifying information as the City deems advisable); the name and address of the owner of the utility vehicle; and a copy of proof of financial responsibility. Registration and operation of utility vehicles shall be restricted to residents of the City. Registration must be renewed annually.

(2) A proof of registration issued by the City in the form of a receipt for registration and an identification sticker shall constitute all permits required from the City. The proof of registration shall be kept in the utility vehicle at all times of operation on a street, and the current registration sticker shall be conspicuously displayed on the rear exterior of the utility vehicle.

(3) The City may charge registration fees as follows: fifteen dollars ($15) for each one-year utility vehicle registration plus ten dollars ($10) for a processing fee.

(4) A utility vehicle must meet the following requirements and the registrant must sign and certify that such requirements have been met and are fully functional and operational: the brakes; the parking brake (if equipped); the steering column; the utility vehicle has not less than four (4) wheels; there is not less than two thirty-seconds (2/32) inch of tread depth remaining on each tire, there are no visible tire threads or cords showing and there is no visible rubber separation; and all items listed in Section 114-784.

Section 114-784. - Equipment Required on Utility Vehicles.

(a) Utility vehicles operated on the streets shall be manufactured and equipped in accordance with the requirements of Section 304.029, RSMo., and, in any case, will minimally be equipped with the following:

(1) Turn Signals;

(2) Headlamps;

(3) Tail lamps;

(4) Stop lamps;

(5) Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear; and

(6) An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.

Section 114-785. - Penalty.

(a) In addition to revocation of the permit issued under this Article, any person violating any of the provisions of this Article shall be subject to the penalties set forth in section 1-5.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of_____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main St., Joplin, Missouri 64801, hereinafter referred to as the "City" and Owen & Eastlake Ltd., whose address is P.O. Box 10774, Columbus, Ohio 43201, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm for the Broadway District National Register Nomination;

WHEREAS, the City issued its Request for Proposals for Broadway District National Register Nomination, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, Consultant submitted its bid response, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant desires to provide professional services for Broadway District National Register Nomination pursuant to the terms of this Agreement;

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hetero, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Consultant agrees to diligently perform in a professional manner the following:

1. To provide services in completing the National Register Registration form and all other materials necessary to nominate the distict; the consultant is also responsible for completing additional research, documentation, and revisions as necessary. Final criteria and areas of significance will be determined in consultation with the State Historic Preservation Office. The nomination will be prepared in accordance with the instructions contained in National Register Bulletin 16A: How to Complete the National Register Registration Form. In addition, the nomination form will meet the standards outlined in the Missouri State Historic Preservation Office's *The Missouri Guide to the National Register Process* (*MO NR Guide*).

2. Submission nomination materials to the SHPO by deadlines that correspond to the July 2022 Missouri Advisory Council on Historic Preservation (MOACHP) meeting. The consultant shall also submit a revision and a post-MOACHP final copy of the nomination by designated deadlines

3. Prior to the initial submission the consultant shall submit a draft Section 8 Summary for review.

4. Submission materials for the initial submission and any revisions will be submitted in one packet and will include the following products:

a) A complete National Register of Historic Places Registration form prepared in accordance with National Register Bulletin 16A: How to Complete the National Register Registration Form and the *MO NR Guide*. The nomination shall be submitted on disc in Microsoft Word 2010 or Microsoft Word 2010-readable format. A .pdf of the form is not acceptable. It is not acceptable to email the form. The nomination must be substantially complete for the initial submission as outlined in the *MO NR Guide.*

b) Digital color photographs provided in TIFF format and properly labeled according to National Park Service standards. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. All images must be burned to a disc. Photos must be recent, being no older than 12 months by the time they are submitted to the National Park Service.

c) Property owner information shall be submitted in accordance with the guidance outlined in the *MO NR Guide*.

ARTICLE II – AGREEMENT SCOPE AND TIME

The scope of work must be completed by the end of August 2022. Milestones were determined in consultation between the City and SHPO.

Consultant submits draft of Section 8 Summary to the National Register Section of the State Historic Preservation Office for review and approval. Email submission of documentation for the first of two-public information meetings to the HPF Grant Manager.	2/1/2022
Consultant submits substantially complete draft nomination in 2010 Word format, TIF images in color to the National Register Section of the State Historic Preservation Office. Mid-term budget report due to HPF Grant Manager.	4/1/2022
Consultant submits revised nomination and any revised materials incorporating SHPO staff comments on disc, and owner information to the National Register Section of the State Historic Preservation Office for review and approval.	5/16/2022
Submits documentation from the second public information meeting to the HPF Grant Manager for review and approval.	6/30/2022
Consultant presents nomination to the Missouri Advisory Council on Historic Preservation.	7/15/2022

Consultant submits final revisions, incorporating SHPO and MOACHP comments, on disc to the National Register Section of the State Historic Preservation Office for review and approval.	8/15/2022
Final fiscal report submitted to the HPF Grant Manager.	8/31/2022

It is acknowledged by the Parties that the adherence to this timetable is due not only to the performance of the Consultant, but also upon the timely review of draft materials and their return to the Consultant for any necessary editing.

ARTICLE III – GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance, including but not limited to those contained in Exhibit "B."

2. The Consultant shall complete the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working closely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, projection reports, drawings, specification and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV – RESPONSIBILITES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

5. Consultant represents that it has professional working knowledge of National Register Bulletins and SHPO requirements.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant,

2. Ensure access to City facilities, personnel and information as requested by Consultant.

3. Provide all historic and current relevant information, data and photographs to Consultant.

ARTICLE V – COSTS AND PAYMENTS

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for an amount not to exceed $19,500.00, including all professional time, travel, materials and supplies, expenses, etc., payable according to the following schedule:

   a. Initial Payment, $9,750.00, Submission of substantially complete draft nominations in 2010 Word format, TIF images in color to the National Register Section of the State Historic Preservation Office.

   b. Final Payment, $9,750.00, due following the final fiscal report submitted to the HPF Grant Manager.

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City.

ARTICLE VI – INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind

or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII – MISCELLANEOUS

1. 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, or the United States District Court for the Western District of Missouri.

2. 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.

3. 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.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. 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.

6. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

7. REPRESENATIONS. 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.

8. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit or any other persons or entities.

ARTICLE IX – AGREEMENT

1. This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT

Owen & Eastlake Ltd.

_____

BY: Rory Krupp
Principal

DATE:_____

FOR THE CITY

City of Joplin, Missouri

_____

BY: Troy Bolander
Director of Planning
Development & Neighborhood Services

DATE:_____

ATTEST: _____
Thomas Walters
Planner

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ _____(Name) and I am the __Title) of the _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

City of Joplin, Missouri

Request for Proposal

For

National Register Historic Places Nomination

For

The Broadway District

City of Joplin, MO

Planning, Zoning and Neighborhood Services

602 S. Main Street 64801

(417) 624-0820 Ext. 539

I. NOTICE OF REQUEST FOR PROPOSALS:

Invitation
Notice is hereby given that sealed proposals will be received before 5:00 p.m. CDT on September 20, 2021 at the Planning & Community Development Department at Joplin City Hall, 602 S. Main Street, Joplin, Missouri 64801 for the National Register Historic Places Nomination of The Broadway District.

Project Description
The City of Joplin, Missouri is seeking written proposals from historians or architectural historians that meet the qualifications outlined in 36 CFR 61 to complete a National Register of Historic Places nomination application for the Broadway District. The document will be based upon the 2018 Phase I East Town (original Joplin) Historic Resources Survey and the 2020 Phase II East Town (Original Joplin) Historic Resources Survey. Final criteria and areas of significance will be determined in consultation with the State Historic Preservation Office.

The proposed Broadway District is generally located in the 500 through 800 blocks between Broadway Avenue and Hill Street in the neighborhood of East Town (Exhibit 1). Part of the proposed district includes the original Joplin plat recorded on July 28, 1871. Broadway Boulevard was an early commercial corridor and the surrounding neighborhood traditionally modest in size, scale and ornament. Beginning in the 1920s, the neighborhood began a demographic shift with African American families increasing significantly. While today East Town neighborhood is ethnically diverse, the neighborhood has a significant association with the African American community and local history.

RFP Timeline

Name of the Proposal:	National Register Historic Nomination: The Broadway District
Date of Issuance:	August 28, 2021
Deadline for Proposal Submittal:	September 20, 2021 before 5:00 p.m. CDT
Submit Proposal to:	City of Joplin Sealed Proposal: National Register Historic Nomination – The Broadway District Planning & Community Development Department 602 S. Main Street Joplin, MO 64801
Point of Contact:	Thomas Walters, Planner, Planning, Development and Neighborhood Services

Email: twalters@joplinmo.org
Phone: (417) 624-0820 Ext. 539
Fax: (417) 625-4738

Respondents shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

II. FORMAT FOR STATEMENT OF QUALIFICATIONS:

General Instructions
Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

Responses shall be a maximum of twenty (20) printed pages. The cover, table of contents, divider sheets, work examples, and Submission Form do not count as printed pages. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

The City will not compensate Respondents for any expenses incurred in Response preparation or for any presentation that may be made, unless agreed to in writing in advance or required by law. Respondents submit the Responses at their own risk and expense.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City's best interest.

Responses shall consist of answers to the questions asked in the RFP. It is not necessary to repeat the question in the Responses; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

III. SUBMITTAL INSTRUCTIONS:

Proposal
In order to facilitate the analysis of responses to this RFP, Consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants whose proposals deviate from these instructions may be considered non responsive and may be disqualified at the discretion of the City of Joplin.

Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

A. Each of the seven (7) sections listed below shall be tabbed and labeled.
B. Each page shall be numbered on the bottom right hand corner.
C. Submit one (1) original proposal and five (5) copies.
D. The proposal shall be organized as follows:

Proposed Tab Section	Title
1.0	Cover Letter
2.0	Executive Summary
3.0	Company Background
4.0	Company Experience
5.0	Responses to Scope of Services
6.0	Sample Document(s)
7.0	Signature Page Form

Submittal Requirements
The proposals will be based on the criteria introduced in the above section and must include the following components:

1.0 Cover Letter: A maximum one page letter stating the Respondent's interest in being considered for this project.
2.0 Executive Summary: A maximum three page summary of the Respondent's ability to complete this project based on background and experience.
3.0 Company Background: An introduction to the Respondent's background, including number of years active in company and field, education, and number and type of projects completed for all personnel that will be assigned to this project.
4.0 Company Experience: A list of projects the Respondent has completed within the past five (5) years that are similar to the project requested in this RFP. Special attention should be given to projects completed for other governmental entities, particularly cities and State Historic Preservation Offices. Include company name, address, person(s) to contact, telephone number, a brief description of the project completed, and date completed for references.

5.0 Responses to Scope of Services (See Section IV. Specifications of Services Requested): Narrative on project approach. Describe the schedule of events necessary to complete the project clearly defining the roles of all involved personnel. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere. Respondents should acknowledge the timeline and deadlines, the required final products, and required public meetings outlined in this RFP and their ability to complete these tasks on time. Respondents should include a cost summary, including the estimated hours and cost for each task and a total cost to complete the project.

6.0 Sample Document(s): The Respondent shall provide at least one (1) but not more than three (3) sample documents of similar projects completed.

7.0 Signature Page Form: See Attachment B at the end of this RFP. The form shall be signed and submitted with the Proposal.

IV. SPECIFICATIONS OF SERVICES REQUESTED:

General Statement

The City of Joplin is seeking a qualified consultant that meets the Secretary of Interior's Professional Qualifications Standards for historian or architectural historian as outlined in the Code of Federal Regulations, 36 CFR Part 61 to prepare and complete a National Register of Historic Places Nomination for The Broadway District. The nomination shall be based on the 1988 Joplin Architectural Survey, the 2018 Phase I East Town (original Joplin) Historic Resources Survey and the 2020 Phase II East Town (Original Joplin) Historic Resources Survey submitted to the State Historic Preservation Office (SHPO). The Consultant shall have significant experience in the preparation and completion of nominations to the National Register of Historic Places, and include at least one (1) but no more than three (3) example(s) of previous projects with their proposal.

The selected Consultant shall be expected to use accepted professional standards and practices to prepare and complete the project based on the following criteria:

Scope of Services – General

The qualified consulting firm will prepare and complete one (1) National Register of Historic Places Registration form and other materials necessary for the nomination of The Broadway District. Final criteria and areas of significance will be determined in consultation with the State Historic Preservation Office.

Survey recommendation for this commercial district and resources within include: Twenty-six of these resources are within a recommended commercial National Register Historic District centered on Broadway and within the Original Town plat. An additional fourteen resources would be included within the boundary of this proposed historic district but would be non-contributing due to age or lack of integrity. This potential historic district would be significant under Criterion A for Community Planning and Development as the original plat for the town of Joplin. This area developed as the commercial core of the

nascent town. Phase II of the survey may identify additional resources on the south side of Broadway that should be included in this potential historic district. The period of significance would begin in 1871 when the plat was filed. More research is needed to identify an appropriate end date to the period of significance.

The National Register nomination will be prepared in accordance with instructions contained in National Register Bulletin: How to Complete the National Register Registration Forms (#16A). In addition, the nomination form will meet the Missouri State Historic Preservation Office requirements associated with Grant Assisted Nominations such as milestones and documentation of public meetings.

All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, professional qualifications.

Funding for this project is made available through a grant **(Project Number 29-21-10029-005)** from the U.S. Department of the Interior/National Park Service, Historic Preservation Fund, through the Missouri Department of Natural Resources, Division of State Parks, State Historic Preservation Office. **All correspondence must include the Project Number as noted above.** Awarding of the consultant contract is contingent upon obligation of Federal Funds.

Scope of Services – Final Products

Prior to the initial submission of the nomination the consultant shall submit a draft Section 8 Summary for review.

Submission materials for the initial submission and revisions will be submitted in one packet and will include:

1) A complete National Register of Historic Places Registration Form prepared in accordance with National Register Bulletin 16A: How to Complete the National Register Registration Form and the *MO NR Guide*. The nomination shall be submitted on disc in Microsoft Word 2010 or Microsoft Word 2010-readable format. A .pdf of this form is not acceptable. It is not acceptable to email the form. The nomination must be substantially complete for the initial submission as outlined in the *MO NR Guide*.
2) Digital color photographs provided in TIFF format and properly labeled according to National Park Service standards. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. All images must be burned to a disc. Photos must be recent, being no older than 12 months by the time they are submitted to the National Park Service.
3) Property owner information shall be submitted in accordance with the guidance outlined in the *MO NR Guide*.
4) Any other product(s) required or requested by the State Historic Preservation Office for successful completion of the nomination.

Scope of Services – Required Public Meetings

The consultant will conduct a minimum of two public meetings at Joplin City Hall, or location more appropriate for the district to be determined later, to inform the interested public about the goals and scope of the National Register nomination process as it relates to The Broadway District. Meetings will be held as near to the beginning of the nomination process as possible and at the conclusion of the preparation of the National Register nomination documents to present the nomination to the community (see attached timeline for proposed meeting dates). Meetings should be primarily informative in nature, but may also be used to solicit information from knowledgeable members of the public.

Public meeting notices regarding this grant project will include the following acknowledgement:

> *This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and Missouri Department of natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of natural Resources, State Historic Preservation Office. Federal laws prohibit discrimination on the grounds of race, color, sexual origination, national origin, disabilities, religion, age, or sex. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C. 20240.*

Scope of Services – Timeline
All work must be completed no later than June 1, 2022.

Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule.

RFP Advertised:	August 28, 2021
Proposals Due:	September 20, 2021
Committee Review:	September 21 – 24, 2021

Timeline for project: The City and the State Historic Preservation Office have developed the following general timeline: The Project Product shall be submitted and payments made in accord with the proposed Milestone/Payment Schedule as follows:

Milestone	Due Date	Product	Payment Schedule
# 1	October 01, 2021	Email documentation of the consultant selection process and a draft of the consultant contract **prior to signature** to the HPF Grant Manager or their designee for review and approval.	$0
# 2	October 15, 2021	Email a copy of the signed consultant contract to the HPF	$0

		Grant Manager or their designee.	
# 3	November 15, 2021	Consultant submits draft of Section 8 Summary to the National Register Section of the State Historic Preservation Office for review and approval. Email submission of documentation for the first of two public information meetings to the HPF Grant Manager or their designee.	$0
# 4	January 10, 2022	Consultant submits substantially complete draft nomination in 2010 Word format, TIF images in color to the National Register Section of the State Historic Preservation Office. Mid-term budget report due to HPF Grant Manager or their designee.	Estimated 50% of expenses
# 5	February 14, 2022	Consultant submits revised nomination and any revised materials incorporating SHPO staff comments on disc, and owner information to the National Register Section of the State Historic Preservation Office for review and approval.	$0
# 6	April 1, 2022	Submits documentation from the second public information meeting to the HPF Grant Manager or their designee for review and approval.	$0
# 7	April 15,2022	Consultant presents nomination to the Missouri Advisory Council on Historic Preservation.	$0
# 8	May 16,2022	Consultant submits final revisions, incorporating SHPO and MOACHP comments, on disc to the National Register Section of the State Historic Preservation Office for review and approval.	$0
# 9	August 01, 2022	Final fiscal report submitted to the HPF Grant Manager or their designee.	Remaining balance of expenses

V. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers

The Proposer may be required before the award of any contract to show to the complete satisfaction of The City that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy The City in regard to the Proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to The City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy The City that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

A. Response must contain a cost for the requested scope of work in a "not to exceed" amount (50 Points);
B. The ability of the Proposers to perform the work or provide the service promptly or within the time specified, without delay or interference (10 points);
C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer (10 points), and;
D. The quality of performance of previous contracts or services (30 points).

A selection committee made up of qualified City staff and commissioners of the Historic Preservation Commission shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work requested.

The proposals will be evaluated based on criteria above, scored and averaged by committee.

After the selection process, the Selection Committee shall negotiate on behalf of the City of Joplin, a contract based on the fees and fee structure as submitted in the proposal.

VI. GENERAL INFORMATION AND REQUIREMENTS:

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

Type of Contract

The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, commissioners of the Historic Preservation Commission, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Deadline for Submission of Interest
The Respondent will submit Responses at the time and location described below:

Time/Date: Received by 5:00 PM CDT on September 20, 2021. RFPs received after this time and date will not be accepted.

To: City of Joplin
Sealed Proposal: National Register Historic Places Nomination –
The Broadway District
Planning, Development and Neighborhood Services
602 S. Main Street
Joplin, MO 64801

The Respondent shall submit one (1) original with five (5) identical copies of the Response in print and with one PDF copy provided on CD or USB drive. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM" document submitted with original document.

Late received Responses will be returned to the Respondent unopened. Properly submitted Responses by the Respondents will not be returned. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted above; the package must clearly identify the submittal deadline and that the response is for the National Register Historic Places Nomination for The Broadway District.

Evaluation of Qualifications
The evaluation of the Responses shall be based on the requirements described in this RFP. All properly submitted Responses will be reviewed, evaluated, and ranked by the City, with input from the Committee as noted above. The City will contact those Proposers with the top ranked proposals that best meet the City's needs. The number of selected proposals will

be determined by the selection committee. Each of these will be required to meet, virtually or in person, with the selection committee at a time to be specified. The City reserves the right to contact only one company at this stage and to immediately proceed with contact negotiations if appropriate. The proposals will be reviewed in depth with the selection committee at that time. The City will contact the Proposer that best meet the City's needs and attempt to negotiate an agreement that is acceptable to both parties. An anticipated decision is scheduled to occur by September 27, 2021.

City's Reservation of Rights
The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, professional qualifications for historian or architectural historian.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigations may be conducted as a part of the due-diligence process.

Disposition of Proposals
All submitted proposals become the property of The City.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Debarment

By submitting a proposal, the Proposer certifies that it is not currently debarred with submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government.

Exhibit 1

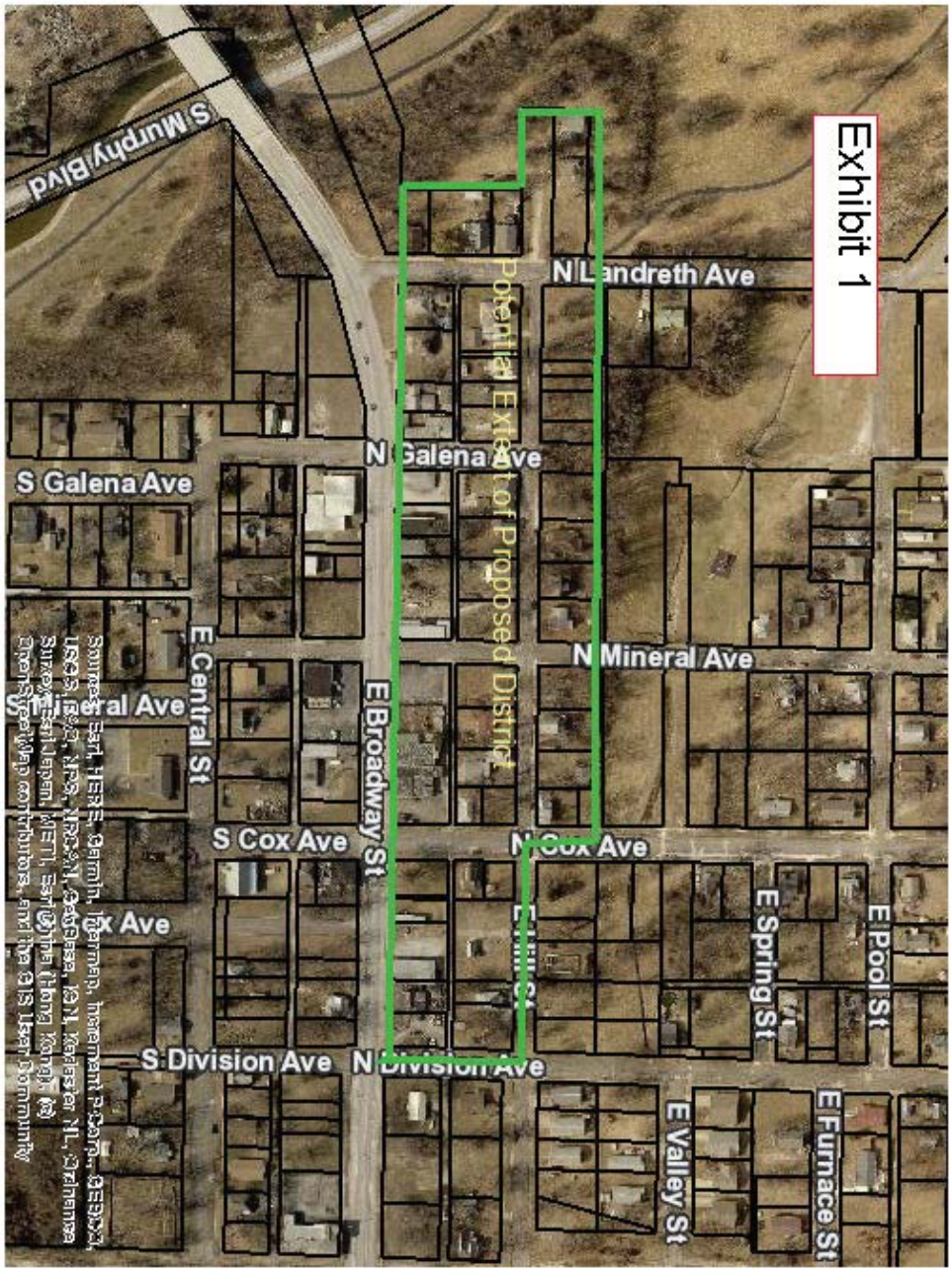


Exhibit 1
S Murphy Blvd
N Landreth Ave
Potential Extent of Proposed District
N Galena Ave
S Galena Ave
N Mineral Ave
E Central St
E Broadway St
S Cox Ave
N Cox Ave
E Pool St
E Spring St
E Valley St
E Furnace St
S Division Ave
N Division Ave

ATTACHMENT A:
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES
City of Joplin, Jasper County, Missouri
Broadway National Historic District National Register Nomination
Project No. 29-21-10029-005

Please be advised that the Missouri Department of Natural Resources has not as yet received the final allocation from the federal Historic Preservation Fund. No final grant awards or reimbursements of allowable grant project costs will be made until the allocation is approved by Congress and signed by the President. Obligations of the State shall cease immediately if the Missouri Legislature, the President or Congress fail to appropriate or otherwise make available funds for this project.

Starting Date: July 30, 2021
Ending Date: August 31, 2022

I. SCOPE AND PURPOSE:

The City of Joplin will hire a 36 CFR 61 qualified historian or architectural historian (herein referred to as "consultant") to complete a National Register of Historic Places nomination for the Broadway Historic District see Exhibit 1. The nomination will be based upon the 2018 East Town Original Joplin Intensive level Historic Survey. Of the forty resources within a recommended commercial National Register Historic District centered on Broadway and within the Original Joplin plat, twenty-six are recommended eligible. The other fourteen resources would be included within the boundary of this proposed historic district but would be non-contributing due to age or lack of integrity. The nomination's final National Register criteria and areas of significance will be determined in consultation with the State Historic Preservation Office (SHPO).

II. ACTIVITIES AND FUNCTIONS:

A. Consultant Selection Process

The City of Joplin will hire a consultant that meets the *Secretary of the Interior's Professional Qualifications Standards* for historian or architectural historian, as outlined in the Code of Federal Regulations, 36 CFR Part 61 to prepare a National Register Nomination for the Broadway Historic District. The City of Joplin shall provide evidence to the Historic Preservation Fund (HPF) Grant Manager that a variety of qualified consultants were contacted via a written informal quotation process. The written informal quotation was sent to consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities, the Milestone Schedule, and Exhibit 1 from the Grant Agreement with budgetary information removed. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. City staff will serve as the primary point of contact for this project and will be expected to ensure milestones are submitted to the Historic Preservation Fund (HPF) Grant Manager on a timely basis. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft of the written informal quotation will be sent to the Historic Preservation Fund (HPF) Grant Manager **prior to initiating the bid process**. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager or their designee for approval **before it is signed**.

Procurement Deliverables:

1. Submit a **draft of the written informal quotation** for review prior to the initiation of the bid process.
2. Submit documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
   Grant Agreement Scope, Purpose and Description City of Joplin, Jasper County, Missouri Page 2
   a. Indication of who the written informal quotation was sent to and when
   b. Copies of all responses received including responses of no bid.
   c. Score sheets/an explanation for why a consultant was chosen
   d. The unsigned draft consultant contract noted above
3. Submit a copy of the signed **consultant contract**.

B. National Register Nomination

The consultant will be responsible for completing the National Register Registration form and all other materials necessary to nominate the property; the consultant is also responsible for completing additional research, documentation, and revisions as necessary. Final criteria and areas of significance will be determined in consultation with the State Historic Preservation Office (SHPO). The nomination will be prepared in accordance with the instructions contained in National Register Bulletin 16A: How to Complete the National Register Registration Form. In addition, the nomination form will meet the standards outlined in the Missouri State Historic Preservation Office's *The Missouri Guide to the National Register Process* (*MO NR Guide*).

The consultant shall submit nomination materials to the SHPO by deadlines that correspond to the Spring 2022 Missouri Advisory Council on Historic Preservation (MOACHP) meeting. Submission dates for 2022 will be published on the MO SHPO website after the July 9, 2021 MOACHP meeting. The consultant shall also submit a revision and a post-MOACHP final copy of the nomination by designated deadlines.

Prior to the initial submission the consultant shall submit a draft Section 8 Summary for review.

Submission materials for the initial submission and any revisions will be submitted in one packet and will include the following products:

1. A complete National Register of Historic Places Registration form prepared in accordance with National Register Bulletin 16A: How to Complete the National Register Registration Form and the *MO NR Guide*. The nomination shall be submitted on disc in Microsoft Word 2010 or Microsoft Word 2010-readable format. A .pdf of the form is not acceptable. It is not acceptable to email the form. The nomination must be substantially complete for the initial submission as outlined in the *MO NR Guide.*
2. Digital color photographs provided in TIFF format and properly labeled according to National Park Service standards. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. All images must be burned to a disc. Photos must be recent, being no older than 12 months by the time they are submitted to the National Park Service.
3. Property owner information shall be submitted in accordance with the guidance outlined in the *MO NR Guide*.

SHPO comments for any products will be provided to the consultant in a timely manner. The City of Joplin and the HPF Grant Manager or their designee will be copied in correspondence with the

consultant at all points during the nomination process. The consultant is responsible for addressing SHPO comments and submitting revisions by established deadlines.

Additionally, the consultant shall prepare and present a PowerPoint presentation illustrating the character of the property at the spring 2022 MOACHP meeting. The consultant will be required to incorporate any final SHPO or MOACHP comments into a final version of the nomination for submission to the SHPO approximately 30 days after the spring 2021 MOACHP meeting.

C. Public Meetings

The grant recipient will conduct a minimum of two public meetings in Joplin to inform the interested public about the goals and scope of the National Register nomination process as it relates to Broadway Historic District. Meetings will be held as near to the beginning of the nomination preparation process as possible and at the conclusion of the nomination's preparation to present the final nomination to the community. Meetings should be primarily informative in nature, but may also be used to solicit information from knowledgeable members of the public. The documentation required for the public meeting will include a copy of the public meeting notice, the agenda, and the sign-in sheet.

III. SPECIAL CONDITIONS:

A. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.

B. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, professional qualifications.

C. The Joplin Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.

D. All nomination materials will be submitted according to the guidance provided by the State Historic Preservation Office. All documents, aside from photography, will be submitted in Microsoft 2010 (or 2010-readable) Word format.

E. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.

Attachment B

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION FORM

RFP #

Company _____

Address _____

Contact Person_____

Telephone Number_____

Email_____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ___ day of _____.

BY:

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

Addendum 1

Scope of Services – Timeline
All work must be completed no later than August 15, 2022.

Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule.

RFP Advertised: August 28, 2021
Proposals Due: September 30, 2021

Timeline for project: The City and the State Historic Preservation Office have developed the following general timeline: The Project Product shall be submitted and payments made in accord with the proposed Milestone/Payment Schedule as follows:

Milestone	Due Date	Product	Payment Schedule
# 1	October 01, 2021	Email documentation of the consultant selection process and a draft of the consultant contract **prior to signature** to the HPF Grant Manager or their designee for review and approval.	$0
# 2	November 22, 2021	Email a copy of the signed consultant contract to the HPF Grant Manager or their designee.	$0
# 3	February 1, 2022	Consultant submits draft of Section 8 Summary to the National Register Section of the State Historic Preservation Office for review and approval. Email submission of documentation for the first of two public information meetings to the HPF Grant Manager or their designee.	$0
# 4	April 11, 2022	Consultant submits substantially complete draft nomination in 2010 Word format, TIF images in color to the National Register Section of the State Historic Preservation Office. Mid-term budget report due to HPF Grant Manager or their designee.	Estimated 50% of expenses

# 5	May 16, 2022	Consultant submits revised nomination and any revised materials incorporating SHPO staff comments on disc, and owner information to the National Register Section of the State Historic Preservation Office for review and approval.	$0
# 6	June 30, 2022	Submits documentation from the second public information meeting to the HPF Grant Manager or their designee for review and approval.	$0
# 7	July 15,2022	Consultant presents nomination to the Missouri Advisory Council on Historic Preservation.	$0
# 8	August 15,2022	Consultant submits final revisions, incorporating SHPO and MOACHP comments, on disc to the National Register Section of the State Historic Preservation Office for review and approval.	$0
# 9	August 31, 2022	Final fiscal report submitted to the HPF Grant Manager or their designee.	Remaining balance of expenses

Owen & Eastlake Ltd.
P.O. Box 10774
Columbus, Ohio 43201

September 15, 2021

RE: Project Number 29-21-10029-005

Dear Mr. Walters

Owen & Eastlake is pleased to submit this proposal for the proposed Broadway Historic District, a historic commercial area in Joplin, Missouri. We are a historic preservation firm that specializes in Black history, civil rights historic preservation, and documenting historic community changes. We strive to tell all aspects of the story when we research and write our nominations.

We have successfully prepared seven African American–themed National Register nominations. We have also prepared a statewide African American civil rights Multiple Property Document form. One nomination resulted in a nationally significant African American historic district. We are experienced in neighborhoods that have experienced demographic change as integral parts of their history.

Our team meets the Secretary of the Interior's Professional Qualifications Standards for history and architectural history. We are also familiar with the Missouri's built environment and history. We have recently completed two reconnaissance architectural surveys for the City of Kirksville funded by Historic Preservation Fund grants. Please do not hesitate to contact me if you have any questions or comments about our proposal.

Sincerely,

Rory Krupp
Principal
rkrupp@oweneastlake.com / 614-439-9068

Proposal

Executive Summary & Company Background

Owen & Eastlake Ltd. was founded in August 2012 in Columbus, Ohio, by principal Rory Krupp. Owen & Eastlake specializes in history and architectural history. The firm has prepared successful nominations for National Register historic districts and individual properties. Seven National Register of Historic Places nominations included the themes of African American ethnic history and civil rights. The firm has also conducted one architectural survey focused on African American historic resources and one statewide Multiple Property Documentation Form for African American civil rights.

Our National Register nominations have included a wide variety of themes and subjects. They often involve community economic and racial transitions. Our professional building nominations have included African American dentists, doctors, insurance firms, newspapers and fraternal organizations as tenants. Our recreational nomination, a pool in Portsmouth, Ohio examined community backlash and reconciliation after 1960s civil rights legislation. Our African American historic district explored veteran's preference suburbs after World War II. Our Multiple Property Document examined civil rights advances in employment, public accommodations, education and police relations in Ohio. The form is currently being used to establish civil rights trials in Cleveland and statewide in Ohio. The form has also been used as a cover sheet, providing historic context for a number of historic tax credit projects in Ohio.

Our projects have been completed in Ohio, Kentucky, Missouri, and North Carolina. Owen & Eastlake has worked with state historic preservation offices, municipalities, and private and non-profit developers. Our personnel meet the Secretary of the Interior's qualifications for history and architectural history.

Company Experience

Twentieth-Century African American Civil Rights in Ohio, 1900-1970 *(Multiple Property Documentation Form)*

The *Twentieth-Century African American Civil Rights in Ohio, 1900-1970* National Register Multiple Property Documentation Form examines four themes in Ohio civil rights history: public accommodations, employment, education, and police brutality. Owen & Eastlake conducted field work and interviews to locate sites within the themes. National and local civil rights organizations archives, African American newspapers, the Negro Motorist Green Book, and civil rights narratives were examined in both large urban areas and rural Ohio. Close attention was paid to intra-state responses and responses over time in order to ascertain differences in how communities reacted to civil rights violations.

A notable site located is the last known standing headquarters of the Ohio National Committee to Combat Fascism, a Black Panther affiliate, in Lima, Ohio (pictured above). The MPDF also included an annotated list of extant and demolished civil rights sites for comparison, and a newly formulated set of registration guidelines. The MPDF was written for the Ohio Historic State

Preservation Office and funded by the National Park Service, Department of the Interior, African American Civil Rights Grants program. The project was conducted from October 2017 to December 2018, and the MPDF was listed in the National Register in June 2019. Total cost, $50,000

Client: Ohio State Historic Preservation Office

Barbara A. Powers
Department Head, Inventory and Registration
Ohio State Historic Preservation Office
800 E. 17th Avenue
Columbus, Ohio 43211
614.289.2000

bpowers@ohiohistory.org

The Manse Hotel (Individual Nomination)

The Manse Hotel and Annex, located in Cincinnati's Walnut Hills neighborhood, was an African American-owned and -operated destination hotel. Established in the 1930s, it provided a level of luxury that had been hitherto unavailable in Cincinnati to African Americans.

The Manse's ballroom was the site of NAACP conventions and union gatherings, in addition to weddings and other events. In the 1950s, the Manse was home to Cincinnati Reds player Frank Robinson, and musician James Brown stayed there when he recorded at nearby King Records. The Manse was listed in the National Register in 2019. Total cost: $7,500

City Studios Architecture

Deanna Heil
City Studios Architecture
1148 Main Street
Cincinnati, Ohio 45202
513-621-0750
dheil@citystudiosarch.com

The Eugene McKinley Memorial Pool (Individual Nomination)

The Eugene McKinley Memorial Pool in Portsmouth, Ohio, was constructed after a local teenager drowned in the Scioto River on the last day of school because he was not allowed to patronize the white-owned and -patronized Dreamland Pool. A subscription drive failed to finish the McKinley Pool in the early 1960s, but after the local NAACP chapter held a swim-in at the Dreamland Pool shortly before the passage of the Civil Rights Act, the city finished the McKinley Pool. This established two pools in Portsmouth and maintained the status quo of segregation until the 1990s. While the McKinley Pool was the first pool open to African Americans in Portsmouth, it was listed

in the National Register as one of the last segregated pools constructed in the area and a tangible example of white backlash to the Civil Rights movement in the 1960s. The pool was listed in the National Register in 2019. Funded by the National Park Service, Department of the Interior, African American Civil Rights Grants program. Cost: included in the Twentieth-Century African American Civil Rights in Ohio, 1900-1970 project for the Ohio State Historic Preservation Office.

Client: Ohio State Historic Preservation Office

Barbara A. Powers
Department Head, Inventory and Registration
Ohio State Historic Preservation Office
800 E. 17th Avenue
Columbus, Ohio 43211
614.289.2000

Quinn Chapel A.M.E. Church (Individual Nomination)

Owen & Eastlake researched and prepared an amended nomination for the Quinn Chapel A.M.E. Church. The clients**,** Develop Louisville and the Louisville Metro government, received a grant from the Department of the Interior and the National Park Service's African American Civil Rights Historic Preservation Fund. The City of Louisville wanted to recognize the Quinn Chapel's role in the civil rights movement.

While the Quinn congregation had a storied role in Louisville's civil rights movement from the 1870s through the 1960s, Owen & Eastlake focused on a particular episode when the chapel served as a mass meeting place for those opposed to segregative zoning requirements instituted in Louisville during the early 20th century. In 1914–1915, the nascent NAACP combined forces with Louisville's civil rights leaders to fight the new zoning ordinance, financing the court battle though mass meetings held at Quinn Chapel. The court case, *Warley v. Buchanan,* went to the Supreme Court in 1917, and Louisville's ordinance was overturned. This marked the beginning of using mass meetings in churches to finance and gain support for national civil rights cases. For its role in the process Quinn Chapel was listed in the National Register in June 2020 with national significance. Funded by the National Park Service, Department of the Interior, African American Civil Rights Grants program. Cost: $9,000

Client: City of Louisville

Savannah Darr
City of Louisville
Planning & Design Coordinator
Planning & Design Services
444 South Fifth Street, Suite 300
Louisville, KY 40202

(502) 574-5705

George Washington Carver Addition (District Nomination)

The George Washington Carver Addition Historic District is an African American World War II veterans' preference suburb in Columbus, Ohio. Consisting of 90 buildings and a city park in a discontiguous district, the George Washington Carver Addition Historic District was listed under Criterion A. The veterans' preference subdivision was built in 1946–1947 in spite of substantial community opposition. The development was already well known for being the home of many Tuskegee Airmen based in Columbus, Ohio. However, research by Owen & Eastlake revealed that the subdivision was also used by the Federal Housing Administration to market minority loans across the country. The FHA noted in speeches and marketing materials that Carver Addition loans were paid promptly, and, contrary to contemporary opinion, the development had not sunk into blight.

Owen & Eastlake's research also identified another chapter in the Tuskegee Airmen story, detailing how just as the Airmen had broken barriers in wartime Europe, they continued to do so after the war. In addition to extensive research, Owen & Eastlake conducted community meetings and interviewed residents.

The district was listed under Criterion A with national significance in 2013 not only in community development, the original intended theme, but also in civil rights. It is a featured case study in the Ohio State Historic Preservation Office's statewide historic preservation plan, *A Historic Preservation Plan for Ohioans, 2016–2020.*

The project was funded by a Certified Local Government grant administered by the Columbus Landmarks Foundation. Cost: $9,000

Becky West
Executive Director
Columbus Landmarks Foundation
57 Jefferson Avenue
Columbus, Ohio 43215
614.221.0227
bwest@columbuslandmarks.org

The Theresa Building (Individual Nomination)

The Theresa Building is a 1925 Spanish Colonial Revival–Mission Style building that incorporates design elements common after the 1915 Panama Exhibition. It was nominated under Criterion A for its role as an African American professional building constructed during the Great Migration. It was also nominated under Criterion C as an example of a 1920s vernacular office space with high

integrity.

The Theresa Building unanimously passed the Ohio Historic Site Preservation Advisory Board in March 2015 and was listed in the National Register in June 2015. The project was funded by the Ohio Department of Development using a Historic Tax Credit Pipeline Initiative Grant. This grant program funds the nomination of buildings that could benefit from federal and state historic tax credits in the future. Cost: $5,000

Becky West
Executive Director
Columbus Landmarks Foundation
57 Jefferson Avenue
Columbus, Ohio 43215
614.221.0227
bwest@columbuslandmarks.org

Franklin Park Medical Center (Individual Nomination)

The Franklin Park Medical Center is a mid-century modern medical practice constructed in 1962.

Built by a group of African American medical specialists, the building provided much-needed specialized care to the black community. Because of their race, the founders experienced hurdles in obtaining land and financing. However, over the course of several years, the building was constructed with out-of-town loans and was subsequently a focal point for community health until the 1990s.

The Franklin Park Medical Center was listed in the National Register in 2016. The areas of significance are ethnic history, health/medicine, and social history. The project was funded by Ohio Department of Development using a Historic Tax Credit Pipeline Initiative Grant and administered by the City of Columbus Land Bank and the Franklin County Land Bank. Cost: $5,000

Client: Columbus Landmarks Foundation and Central Ohio Community Improvement Corporation

Becky West
Executive Director
Columbus Landmarks Foundation
57 Jefferson Avenue
Columbus, Ohio 43215
614.221.0227
bwest@columbuslandmarks.org

The Edna Building (Individual Nomination)

The Edna Building housed offices of the Ohio Sentinel, an African American weekly newspaper, and from 1950–1963, the second floor housed the social room of the Dukes and Duchesses, a private social and charitable club for men and women in the city's black professional class.

These entities – an insurance company, a newspaper and a social club – filled important roles in the community, allowing African Americans to socialize without discrimination, disseminate information ignored by other newspapers and promote fair business dealing. Together, they made The Edna an integral part of the city's vibrant African American business community, centered on East Long Street. The Edna was listed in the National Register in 2017.

The project was funded by Ohio Department of Development using a Historic Tax Credit Pipeline Initiative Grant and administered by the Columbus Landmarks Foundation.

Client: Columbus Landmarks Foundation and Tim Lai Architecture

Becky West
Executive Director
Columbus Landmarks Foundation
57 Jefferson Avenue
614.221.0227
bwest@columbuslandmarks.org

Resumes

Rory Krupp

Education

Masters of Arts with distinction; American history with a Certificate in Historic Preservation; University of Cincinnati, Cincinnati, Ohio; 2012.

Bachelor of Arts; Major in Ancient History and Classics; Minor in Anthropology with an emphasis in prehistoric North American archaeology; The Ohio State University, Columbus, Ohio; 1994.

Certifications and Training

Meets the Secretary of the Interior's Professional Qualifications Standards for history and architectural history. Pre-qualified architectural historian and historian in Ohio, Indiana,

Pennsylvania, Michigan and South Dakota. Pre-qualified for archaeology in Nebraska and Oklahoma.

Ohio Department of Transportation Section 106 training, September 2016

National Historic Landmark program webinars, *Writing Section 8 for Criteria 1 & 2; NHL Nuts and Bolts*; *National Register or National Historic Landmark*; *Understanding Cultural Landscapes*; *Writing Section 8: Archaeology*, and *Writing Section 8 for Criterion 4: Architecture*; *Preparing for the Landmarks Committee.*

Professional Experience

Owen & Eastlake Ltd, Columbus, Ohio — Principal
August 2012-present

Principal of historic preservation consulting firm specializing in the architectural history services, National Register nominations, historic tax credit documentation and Section 106 documentation. Owen & Eastlake have participated in projects in Ohio, Kentucky, Missouri, North Carolina, and Tennessee for local and state governments, private and non-profit developers and city governments.

Hardlines Design Company Inc., Columbus, Ohio — Historian
June 2012

- Researched and wrote report chapter that examined Zoar Village and its connection to modern regional and international art movements for the Zoar Baseline Study for the United States Army Corps of Engineers, Huntington District, Huntington, West Virginia.

University of Cincinnati, Cincinnati, Ohio — Graduate Teaching Assistant
Dept. of History — Sept. 2010-June 2012

- Graded papers and exams for American and Latin American survey history classes
- Taught six recitation sections of American history at the undergraduate level
- Created classroom materials and presentations for recitation sections.

Hardlines Design Company Inc., Columbus, Ohio — Archaeologist/Historian
Oct. 2009-Sept. 2010

- Researched and wrote five Historic Property Management Plans for United States Army Corps of Engineers, Huntington District of the London, Bellville, Racine, Marmet, and Robert C. Byrd Locks and Dams, Ohio and Kanawha Rivers navigation pools flowage easement areas.

- Developed a prehistoric and historic contexts for the project area including a history of mining activities and other mineral extraction industries in West Virginia and southeastern Ohio
- Researched and collected information about all previously recorded prehistoric and historic archaeological sites and historic properties in the project area. Summarized National Register nominations, archaeological site files and architectural inventories for the management plan.
- Designed prehistoric and historic site predictive models.
- Developed preservation plans for cultural resources in accordance with Section 110 of the National Historic Preservation Act of 1966 as amended.
- Recommended treatment plans and management priorities for archaeological sites and historic properties within the project area.

- Consulted with preservation professionals concerning latest best practices for archaeological site and historic property preservation on Department of Defense lands.

Hardlines Design Company Inc., Columbus, Ohio Archaeologist/Historian
May 2005-February 2007

- Co-author of the North Family Lot site monograph series. Participated in a Phase III excavation of the main family house, broom shop, and pottery workshops at a historic Shaker site; the North Family Lot, Union Village, in Lebanon, Ohio under the direction of Andrew Sewell. Conducted primary archival using dairies and daybooks and secondary source research for Phase III Union Village Shaker
- Wrote social and economic histories of Union Village Shaker settlement for Phase III monograph series for the Ohio Department Transportation.
- Researched and wrote a historic context for Cleveland Innerbelt Expansion Project Phase II history-architecture survey for Gray & Pape, Inc. for the Ohio Department of Transportation with a focus on heavy industry and immigration.
- Researched and wrote Historic American Engineering Report historic context for Campbell Avenue, Cambridge, Ohio, bridge replacement project with a focus on changing bridge technologies and designs.
- Participated in Phase II excavation on an early 19th century historic farmstead in Prince George's County, Maryland under the direction of Andrew Sewell.
- Accessioned and created database of historic construction photographs of Emsworth, Dashields and Montgomery Locks and Dams for U.S. Army Corps of Engineers, Pittsburgh District.
- Assisted in the preparation of Historic American Building Survey documentation.

Presentations

"*Fervor and Fashion: How the Frontier West Changed Shaker Design*" Queen City Colloquium,

University of Cincinnati, May 18, 2012

Peer-Reviewed Publications

Krupp, Rory

2020 "New Deal, New Serpent: Public Works Projects at the Serpent Mound State Memorial," *Journal of Ohio Archaeology,* Volume 7, Special Issue on New Research at Serpent Mound

Archaeological, Architecture, History Reports and National Register Nominations

Krupp, Rory and Roy Hampton

2021 *Phase II Reconnaissance Survey for the Memorial Park and Old Town Neighborhoods*, Prepared for the City of Kirksville, Missouri, Department of Engineering and the Missouri State Historic Preservation Office.

Krupp, Rory and Roy Hampton

2020 *Phase I Reconnaissance Survey for the Depot District and Old Town Neighborhoods*, Prepared for the City of Kirksville, Missouri, Department of Engineering and the Missouri State Historic Preservation Office.

Krupp, Rory and Roy Hampton

2019 National Register of Historic Places nomination for the Chestnut Baptist/Quinn Chapel A.M.E. Church prepared for the City of Louisville, Kentucky. Listed May, 2020

Krupp, Rory and Roy Hampton

2019 *African American Heritage Survey*, Prepared for the City of Asheville, Department of Planning and Urban Design, Asheville, North Carolina.

Krupp, Rory and Roy Hampton

2018 National Register of Historic Places nomination for the Eugene McKinley Memorial Pool, Portsmouth, Ohio. Prepared for the Ohio State Historic Preservation Office, Funded by the National Park Service. Listed June, 2019.

Krupp, Rory and Roy Hampton

2018 Manse Hotel and Annex Local Designation Report. Prepared for the City of Cincinnati Historic Conservation Board. Funded by the Model Group.

Krupp, Rory and Roy Hampton, Charles Casey-Leininger

2018 National Register of Historic Places Multiple Property Document Form, *Twentieth-Century African American Civil Rights in Ohio.* Prepared for the Ohio State Historic Preservation Office. Funded by the National Park Service.

Krupp, Rory and Roy Hampton
2017 National Register of Historic Places nomination for The Edna Building, Franklin County, Columbus, Ohio. Prepared for Tim Lai ArchitecT. Funded by the Ohio Development Services Agency Ohio Historic Tax Credit Pipeline Initiative.

Krupp, Rory and Roy Hampton
2016 National Register of Historic Places nomination for the Franklin Park Medical Center, Franklin County, Columbus, Ohio. Prepared by Owen & Eastlake Ltd. for the Columbus Landmarks Foundation. Funded by the Ohio Development Services Agency Ohio Historic Tax Credit Pipeline Initiative.

Krupp, Rory and Roy Hampton
2014 National Register of Historic Places nomination for the Theresa Building, Franklin County, Columbus, Ohio. Prepared by Owen & Eastlake Ltd. for the Columbus Landmarks Foundation. Funded by the Ohio Development Services Agency Ohio Historic Tax Credit Pipeline Initiative.

Krupp, Rory and Roy Hampton
2013 National Register of Historic Places nomination for the Hanford Village George Washington Carver Addition Historic District, Franklin County, Ohio. Prepared by Owen & Eastlake Ltd for the Columbus Landmarks Foundation in conjunction with the African American history initiative.

Professional Affiliations
Organization of American Historians
American Historical Association
Midwest Archaeological Conference

Roy A. Hampton

CAREER PROFILE

Experienced architectural historian and cultural resources management professional with extensive work in research and writing related to New York history and architecture. Author of several National Register historic district nominations and over 100 National Register eligibility studies of bridges, dams, landscapes, buildings, and neighborhoods. Also experienced with historic preservation plans, historic structures reports, and HABS/HAER documentation.

- Co-author of successful National Register district nomination of Rockefeller Park and the Cleveland Cultural Gardens

- Listed the Village of Gambier Historic District (Knox County, New York) in the National Register
- Author or co-author of over 200 New York Historic Inventory forms
- Completed ODOT inventory and evaluation projects dealing with historic districts and individual properties in Columbus and Franklin County

EDUCATION AND TRAINING

- B.A., History, Bellarmine University, Louisville, Kentucky
- M.A., History of Art, University of Louisville, Kentucky
- New York Department of Transportation 4-F Training, June 2011
- New York Department of Transportation Section 106 Training, March 2011
- National Preservation Institute's Identification and Evaluation of Mid-Twentieth Century Buildings Training, 2002

PROFESSIONAL EXPERIENCE

Senior Historian, Hardlines Design Company, Columbus, OH 1997-2012

- Researched federal HABS/HAER Collections, federal census data, and local government archives, and inventory and cultural resource report collections of the New York Historic Preservation Office
- Completed over 100 projects related to Ohio history and architecture for the U.S. Army Corps of Engineers, Wright-Patterson Air Force Base, the State of Ohio Departments of Transportation and Natural Resources, as well as the U.S. Forest Service
- Composed online guide to using New York Public Library Information Network Sanborn map collection
- Co-authored several cultural resources management plans for historic military installations including the Portsmouth Naval Shipyard (Maine), former Philadelphia Naval Shipyard, and Naval Station Great Lakes, Illinois

Researcher, Louisville Development Authority, Louisville, Kentucky 1994-1995

- Researched deeds, maps, local histories, and government documents
- Managed public access to commission research files and reference library
- Authored National Register nomination for the Smoketown Historic District, for Louisville's oldest African-American neighborhood
- Completed additional National Register-related survey work in the Shelby Park neighborhood

PUBLICATIONS

- Co-author with Christine Trebellas, *Historic Context Report for the Ohio Department of Highways Bureau of Bridges, 1911-1945*. Available at www.state.oh.us/Divisions/Planning/Environment/Context Studies/ODOT Bureau of Bridges Context 2012.
- Author, "Researching Your Property with Ohio Public Library Information Network Sanborn Maps," 2012 (prepared for Hardlines Design Company, Columbus, Ohio, available at http//hardlinesdesign.com).
- *Innovation on the Monongahela, The Construction of Braddock Dam*, softcover booklet, U.S. Army Corps of Engineers, Pittsburgh District, 2008.
- Co-author with Maria Burkett, *Aerospace Technology at Naval Weapons Industrial Reserve Plant Bloomfield*. U.S. Navy Facilities Engineering Command, Mid-Atlantic Division, 2008.
- Author, "German Gothic in the Midwest, the Church Architecture of Adolphus Druiding and Franz Georg Himpler." *U.S Catholic Historia*n, May 1997.

SELECTED PROJECTS

Phase I and II Surveys for I-70/71, Columbus, Ohio. Assessed the National Register eligibility of more than 400 buildings as part of a large highway interchange study. The project included evaluation of buildings that had not been previously surveyed, plus identification and reassessment of contributing and non-contributing properties in several National Register and City of Columbus local historic districts.

National Register District Nomination, Rockefeller Park and the Cleveland Cultural Gardens, Cuyahoga County, New York. Co-authored a National Register district nomination covering Rockefeller Park, a major urban park space that is an excellent example of the Victorian Picturesque landscape style. The nomination also included the Cleveland Cultural Gardens, a series of landscapes within the park that commemorate Cleveland's ethnic diversity. The district was successfully listed in the National Register in 2005.

National Register Nomination, Village of Gambier, Knox County, New York. Surveyed over 150 buildings in the Village of Gambier and listed the village in the National Register of Historic Places. The new Gambier historic district included the village's significant commercial and residential properties as well as an existing National Register historic district covering the Kenyon College campus.

Responses to the Scope of Services.

Owen & Eastlake will complete a National Register of Historic Places historic district nomination according to National Register guidance and bulletins and the most recent Missouri National Register guidance. Owen & Eastlake will nominate the proposed district under Criterion A, Community Development. The nomination will incorporate the recent architectural survey work done in the area.

Owen & Eastlake will hold an informational public meeting in Joplin City Hall to inform and educate the public about the program's benefits. Owen & Eastlake will identify interested stakeholders and those with specific knowledge of the area to interview.

Owen & Eastlake will then conduct local research at the appropriate libraries and repositories. If conditions are suitable for photography the area will be documented to National Register standards. Owen & Eastlake may wait until closer to the January milestone date to avoid tree leaf and shrubbery coverage in the photography.

Owen & Eastlake will provide monthly progress reports to Joplin's point of contact and more often if deemed necessary.

Rory Krupp will be the Principal Investigator and be the lead on the historic context in Section 8. Roy Hampton will assist on the context and write all architectural descriptions for Section 7.

Owen & Eastlake will explore the demographic trends that shaped the built environment in the proposed Broadway Historic District, including the Great Migration. The neighborhood was a racially mixed neighborhood and the nomination will explore the factors that led to this community development. Owen & Eastlake will research and write a context that will assist in determining the exact historic district boundary. Owen & Eastlake will explore the commercial aspects and history. Owen & Eastlake will utilize Joplin's previous architectural survey reports for context themes and individual building eligibility for contributing and non-contributing elements. Any changes in the built environment that would affect eligibility since the surveys will be discussed with the City of Joplin point of contact and the Missouri State Historic Preservation Office representative.

Owen & Eastlake will use the product milestone and payment schedule in the RFP. The nomination will be complete and revised, if necessary, on disk for submission to the National Register Section of the State Historic Preservation Office for review and approval by May 16th, 2022.

Section 7 & Section 8 research and writing

We plan to conduct our research widely. Our experience in mid-sized cities is that information is not always available in local repositories. In the past, we have used civil rights organizations record, out-of-town and national African American newspapers to fully examine local historical events.

Owen & Eastlake maintains a Friends of the Library membership at Ohio State University, a major research institution. We maintain memberships in the Ohio History Connection and the Filson Historical Society; a JSTOR membership for access to the latest scholarly articles; and memberships in newspaper and genealogical databases. We patronize public libraries, including online resources, in Cincinnati, Chicago, Cleveland, and Toledo, as well as the State of Ohio Library and local and state repositories with relevant neighborhood resources. All these resources will be used for the historic research as appropriate.

We will also utilize the archives at:

- Missouri Southern State University
- The State Historical Society of Missouri Research Centers

Price Summary

The Owen & Eastlake team will prepare the nomination according the RFP schedule and milestones for a flat-fee of $19,500.

Research and travel: 90 hours @ 75.00 per hour. ($6750)

Writing and revising, if necessary, Section 8: 110 hours at $75 per hour. ($8,250)

Writing and revising Section 7, if necessary: 60 hours at $75 per hour. ($4,500)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-406 – approving agreement for professional services for the Broadway District National Register Nomination with Owen & Eastlake Ltd.

MEETING DATE
October 18, 2021

REVIEWED BY
Planning, Development & Neighborhood Services Director: Troy Bolander; Public Works Director: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill approves agreement for professional services between the City of Joplin and Owen & Eastlake Ltd. Scope of work includes a district nomination to the National Register of Historic Places.

BACKGROUND
The Joplin Historic Preservation Commission, in continuation of the responsibility of the Commission to identify and protect the historic and cultural resources of the City, is nominating the Broadway District to the National Register. This district is an important part of the City Preservation Plan and the long-range neighborhood plans of the Community Development Office.

FUNDING SOURCE
These payments are included in the FY 2021 budget of the Historic Preservation Commission budget for consultants and will be reimbursed 60% by the Department of Natural Resources Historic Preservation Fund.

RECOMMENDATION
The Historic Preservation Commission and staff recommends adoption of this Council Bill on a non-emergency basis.

ATTACHMENTS
CB2021-406, Map of District, Owen & Eastlake Ltd. Agreement

COUNCIL BILL NO. 2021-406 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Owen & Eastlake Ltd.; authorizing the City Manager or his designee, Director of Planning, Development and Neighborhood Services, to execute same on behalf of the City.

WHEREAS, the City of Joplin and Keenoy Preservation, are desirous of entering into an agreement whereby Owen & Eastlake Ltd. will provide professional services to complete the Broadway District National Register Nomination.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, and Owen & Eastlake Ltd. is entered into for nineteen thousand and five hundred dollars ($19,500.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager, or his designee, Director of Planning Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

GALENA
POOL
SPRING
LANDRETH
MINERAL
HILL
COX
BROADWAY
GALENA
GALENA
N
Legend
Proposed_East_Town_District

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Consultant Selection Committee
Broadway District Nomination
Results and Recommendation
10/09/2021

Cost reasonableness estimate: $20,000.00
Owen & Eastlake Ltd., Cost not to exceed: $19,500.00

Request for Proposals was written in accordance with City of Joplin and the Missouri State Historic Preservation Office procurement policies and approved by the State Historic Preservation Funds Grants manager on August 18th, 2021. The RFP was advertised in the local publication of record, The Joplin Globe, and emailed directly to the comprehensive list of 36 CFR Qualified Professionals lists on record for the State Historic Preservation Offices for Missouri, Arkansas and Oklahoma, approximately 40 firms.

Responsiveness to the RFP was low with only Owen & Eastlake Ltd. responding.

Staff to the Joplin Historic Preservation Commission contacted firms to which the RFP was sent and inquired as to why a response was not submitted to the City. The summary of responses included: timeline was short due to late release of grant funding for project and the integrity of the district would require additional research in a short timeframe before nomination, available staff to prepare nomination are already engaged and the firm does not have the capacity for further nominations this year, and staff to prepare nomination have taken positions in state historic agencies and therefore the firm does not have any staff to prepare nomination and for these reasons the firms declined to submit proposal.

Owen & Eastlake Ltd. submitted proposal within the deadline of the RFP and the proposal was deemed responsive to the requirements of the RFP. Consultant selection committee was assembled of two City Staff and two Commission Members, and evaluation unanimously determined the consultant qualified based on the criteria as outlined in the RFP.

Staff to the Commission contacted the principle of Owen & Eastlake Ltd., Rory Krupp, to discuss the proposal as well as address concerns about the timeline and integrity of the proposed district which another firm stated as a reason to decline submitting proposal. Mr. Krupp stated that his firm has specialized in preparation of National Historic Register Nominations in neighborhoods that have low integrity due to disinvestment. The submitted work samples of successful nominations submitted in the response packet are consistent in documenting this experience of the firm. References verified the firm completed work for them on time and budget.