JOPLIN CITY COUNCIL
AMENDED REGULAR MEETING AGENDA
MONDAY, OCTOBER 21, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. ARPA And Other Grants Update

      Documents:

      ARPA COUNCIL UPDATE 10.21.24_FINAL.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Jennifer Shotwell Requested To Speak On Update From The Area Agency On Aging, Region X-Joplin Senior Center

   2. Chad Stebbins Requested To Speak On Joplin Memorial Hall

   3. Emily Frankoski Requested To Speak On Representing The Board Of Directors Of Connect2Culture And Providing A Statement On Memorial Hall.

   4. Mary Price Requested To Speak On Accountability & Issues & Prop B

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The October 7, 2024, City Council Meeting

      Documents:

OCT. 7, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-003
AN ORDINANCE approving and authorizing the City of Joplin to enter into an Agreement with the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land adjacent to the City to be utilized as an industrial park; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents:

CB2024-003.PDF

3. COUNCIL BILL NO. 2024-133
AN ORDINANCE approving a consultation agreement with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00) for engineering services associated with the REO Grant Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-133.PDF

4. COUNCIL BILL NO. 2024-146
AN ORDINANCE approving an agreement with Schuber Mitchell to provide sanitary sewer to property located at 2206 Crow Rd., authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-146.PDF

5. COUNCIL BILL NO. 2024-147
AN ORDINANCE approving an agreement with Coretex Enterprises to provide sanitary sewer to property located at 5130 Birdsong Rd, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-147.PDF

6. COUNCIL BILL NO. 2024-283
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-Family Residential) property as described below and located at 630 S Porter Ave.

Documents:

CB2024-283.PDF

7. COUNCIL BILL NO. 2024-289
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, 2024, through October 31, 2025, 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; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-289.PDF

8. COUNCIL BILL NO. 2024-402
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2024 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2024-402.PDF

9. **Resolutions**

1. RESOLUTION NO. 2024-018
A RESOLUTION approving the Joplin-Jasper County Emergency Management

plan as revised in 2024.

Documents:

RS2024-018 INDEX AND PLAN.PDF
RS2024-018 ANNEX A-I.PDF
RS2024-018 ANNEX J-R.PDF
EMERGENCY CONTACTS AT A GLANCE.PDF
RESOLUTION 2024-JOPLIN JASPER COUNTY EMERGENCY MANAGEMENT PLAN APPROVAL.PDF
2024-018 - SUMMARY SHEET.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO 2024-139
AN ORDINANCE approving an agreement with D&E Plumbing & Heating Inc. in the amount of Seven million, nine hundred twenty-one thousand, seven hundred ninety and 60/100 DOLLARS ($7,921,790.60) for Joplin ARPA Group A Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing an emergency clause.

   Documents:

   CB 2024-139 SUMMARY ARPA GROUP A (2).PDF
   CB 2024-139 ARPA GROUP A ORDINANCE.PDF
   CB 2024-139 2024-10-14_WTRS_GROUP A BID TAB SUMMARY ARPA GROUP A.PDF
   CB 2024-139 CONTRACTOR AGREEMENT ARPA GROUP A.PDF
   CB 2024-139 ARPA GROUP A MAP.PDF
   CB 2024-139 RECOMMENDATION FOR AWARD - GROUP A ARPA.PDF

2. COUNCIL BILL NO. 2024-372
AN ORDINANCE approving the contract by and between the City of Joplin and Freeman Landworx LLC for the demolition of the structure(s) and clearing of a lot located at 1016 W 19 TH St. in the City of Joplin, Missouri, for Six Thousand One Hundred Five dollars ($6,105.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2024 - 372 - 1016 W 19TH ST.SUMMARY (GREEN).PDF
   1016 W 19TH ST-10072024171824.PDF
   PRESENTATION 1016 W 19TH ST.PDF
   CB 2024- 372 1016 W 19TH ST..DOCX.PDF

3. COUNCIL BILL NO. 2024-373
AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of a lot located at 124 N Maple Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Two dollars ($4,102.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

COUNCIL BILL NO 2024 - 373 SUMMARY..PDF
COUNCIL BILL NO 2024 373 BID.PDF
COUNCIL BILL NO 2024-373 PRESENTATION.PDF
COUNCIL BILL NO 2024-373 BILL.PDF

4. COUNCIL BILL NO. 2024-455
AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2024-455-SUMMARY SHEET.PDF
CB2024-455-COUNCIL BILL.PDF
CB2024-455- SUPPLEMENTAL ITEM CONTRACT.PDF
CB2024-455 SUPPLEMENTAL DOCUMENT REDLINE CONTRACT.PDF

5. COUNCIL BILL NO. 2024-456
AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

Documents:

CB2024-456-SUMMARY SHEET.PDF
CB2024-456-COUNCIL BILL.PDF

6. COUNCIL BILL NO. 2024-457
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, 2024 and running through September 30, 2025, for the amount of up to Thirty Four Thousand, Eight Hundred Ninety Dollars and one Cents ($34,890.01), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2024-457-SUMMARY SHEET.PDF
CB2024-457-COUNCIL BILL.PDF
CB2024-457-SUPPLEMENTAL ITEM CONTRACT.PDF

7. COUNCIL BILL NO. 2024-511
AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2024-511 SUMMARY LIFE INSURANCE RENEWAL AGREEMENT.PDF
CB 2024-511 ORDINANCE LIFE INSURANCE RENEWAL AGREEMENT.PDF
CB 2024-511 EXHIBIT A LIFE INSURANCE AGREEMENT.PDF

8. COUNCIL BILL NO. 2024-512
AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Eye Med to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2024-512 SUMMARY VISION INSURANCE RENEWAL AGREEMENT.PDF
CB 2024-512 ORDINANCE VISION INSURANCE RENEWAL AGREEMENT.PDF
CB 2024-512 EXHIBIT A VISION INSURANCE RENEWAL.PDF

9. COUNCIL BILL NO. 2024-513
AN ORDINANCE adopting an updated step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; adopting wage adjustments for certain City Council Employees and, containing an emergency clause.

Documents:

CB 2024-513 SUMMARY UPDATED SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1 2024.PDF
CB 2024-513 ORDINANCE ADOPTING UPDATED STEP PAY PLAN AND WAGE ADJUSTMENTS.PDF
CB 2024-513 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED.PDF

10. COUNCIL BILL NO. 2024-514
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

Documents:

Documents:

CB 2024-514 SUMMARY BUDGET AMENDMENT FY 2024.PDF
CB 2024-514 BUDGET AMENDMENT ORDINANCE FY2024.PDF
CB 2024-514 SCHEDULE A BUDGET AMENDMENT.PDF

11. COUNCIL BILL NO. 2024-515
AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2024 to October 31, 2025, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2024-515 SUMMARY BUDGET ADOPTION FY 2025.PDF
CB 2024-515 BUDGET ADOPTION ORDINANCE.PDF
CB 2024-515 BUDGET SUMMARY FY 2025.PDF
CB 2024-515 SUMMARY OF GOVERNMENTAL AND PROPRIETARY FUNDS FY2025.PDF
CB 2024-515 BUDGET RECONCILIATION PROPOSED TO ADOPTED.PDF

12. COUNCIL BILL NO. 2024-518
AN ORDINANCE adding an additional paid leave day for wellness and amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted on October 21, 2024, to adjust appropriations and containing an emergency clause.

Documents:

CB 2024-518 SUMMARY ADDITIONAL WELLNESS HOLIDAY.PDF
CB 2024-518 ADDITIONAL WELLNESS HOLIDAY ORDINANCE.PDF
CB 2024-518 SCHEDULE A 2025 BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-004
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

SUMMARY-RE CONTRACT VITA NOVA CB2024-004-10112024162949.PDF

2. COUNCIL BILL NO 2024-137
AN ORDINANCE approving the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for the purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment

West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility; and, setting a date when this ordinance shall become effective.

Documents:

2024-137 SUMMARY SHEET (4) (1).PDF
CB2024-137 TRICKLING FILTER MEDIA PO ORDINANCE (2) (1).PDF
TOB (2) (1).PDF
TURKEY CREEK WWTP TRICKLING FILTER MEDIA PURCHACE AGREEMENT WITH BRENTWOOD (1).PDF
BRENTWOOD PROPOSAL EXHIBIT B (1) (1).PDF
RFP T CRK TRICKLING FILTER MEDIA 08 05 2024 EXHIBIT A (1).PDF

3. COUNCIL BILL NO. 2024-517
AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Services Agreement with the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents:

CB 2024-517 SUMMARY JRAH ECONOMIC DEVELOMENT AGREEMENT.PDF
CB 2024-517 ORDINANCE JRAH FUNDING AGREEMENT.PDF
CB 2024-517 EXHIBIT A JRAH PUBLIC SERVICE AGREEMENT FINAL.PDF

4. COUNCIL BILL NO. 2024-623
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Purchase Order with Minuteman Press, a Missouri Corporation of Chesterfield, Missouri, for printing the 2024 Joplin History Guide in the of Eighteen Thousand Two Hundred and Ninety dollars ($18,290.00) and authorizing the City Manager or his designee to execute the same on behalf of the City of Joplin.

Documents:

SUMMARY CB2024-623 CVB HISTORY GUIDE PRINTING.PDF
ORDINANCE CB2024-623 CVB HISTORY GUIDE PRINTING.PDF
2024-RFP-22 HISTORY GUIDE PRINTING.PDF
BID FORM 2024-RFP-22 HISTORY GUIDE PRINTING TABULATION.PDF

5. COUNCIL BILL NO. 2024-625
AN ORDINANCE approving a Contract by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning, in the amount of Four Hundred and Thirty-Nine Thousand Three Hundred Five Dollars and No Cents ($439,305.00) for the Joplin Historical and Mineral Museum HVAC upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

2024-625 SUMMARY.PDF
AGREEMENT 2024 - LOCAL FUNDS.PDF
COUNCIL BILL NO.2024-625 JOPLIN HISTORICAL AND MINERAL MUSEUM HVAC UPGRADES.PDF
JOPLIN MUSEUM HVAC 2024 RFP.PDF

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

    1. COUNCIL BILL NO. 2024-140
    AN ORDINANCE approving the City of Joplin to enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) for the construction of the Tin Cup Trail Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

    Documents:

    CB2024-140.PDF

    2. COUNCIL BILL NO. 2024-141
    AN ORDINANCE approving the City of Joplin to enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00) for the construction of the Tin Cup Bridge Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

    Documents:

    CB2024-141.PDF

13. **Unfinished Business**

14. **New Business**

    1. Confirm Boards And Commissions Appointments

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 8:29 AM on this 18th day of October, 2024 (RSMo 610.020)

ARPA and Other Grant Updates

Joplin, Missouri

October 21, 2024

Agenda



1. Federal Funding Overview
2. Project Prioritization
3. Grants Summary

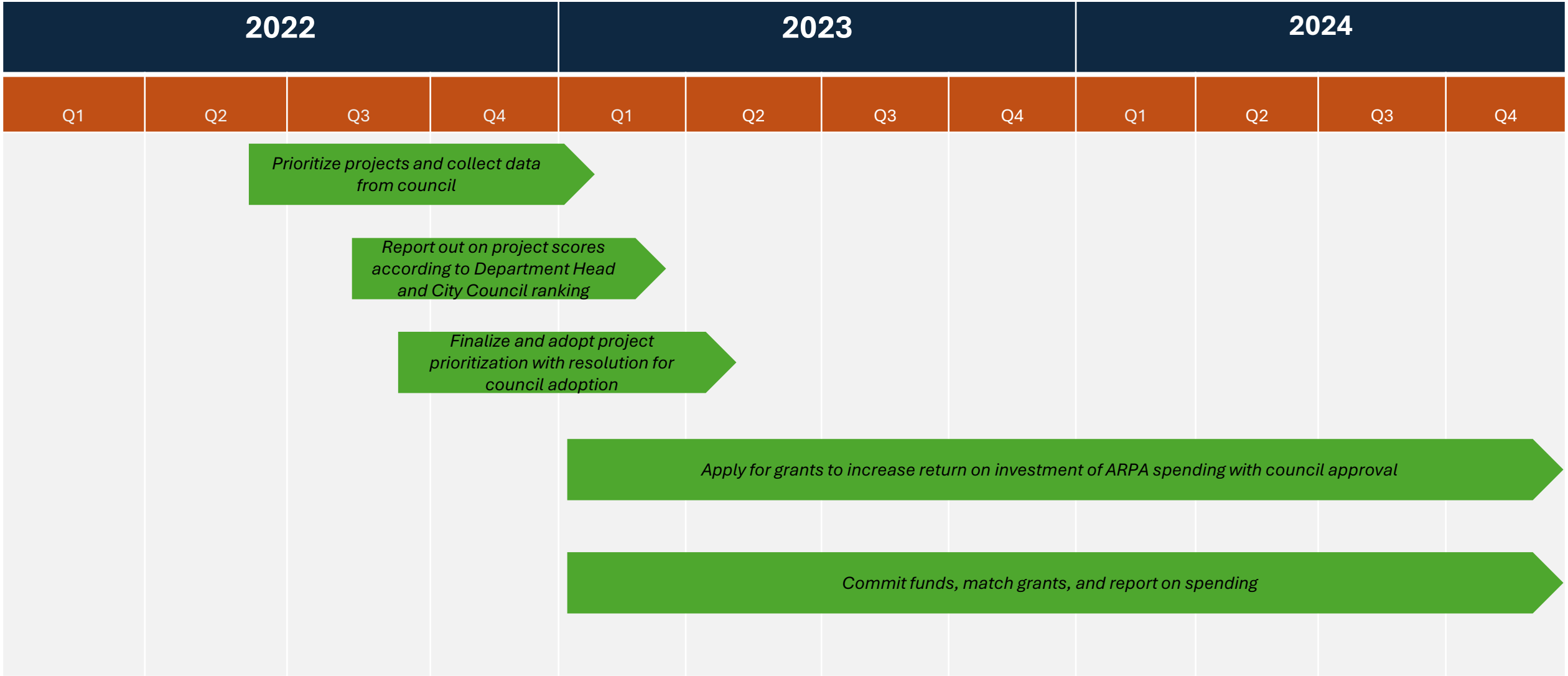
Federal Funding Overview

ARPA Background & Engagement Timeline

Background of ARPA Allocations

- **Total Funding Allocated**
  - City of Joplin- $13.8 million
  - State of Missouri- $2.7 billion
- **Project Timeline**
  - Funding must be obligated by December 31, 2024
  - Funding must be expended by December 31, 2026
  - **US Treasury has not wavered on these deadlines**
- **Missouri State Timeline**
  - Released and awarded grants throughout 2022 and early 2023
  - Funding must be expended by June 30, 2026

Our Engagement Timeline



Project Prioritization

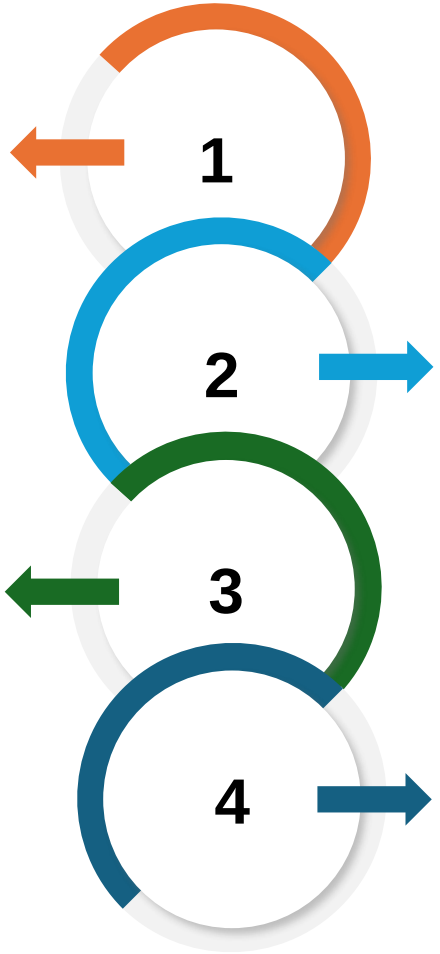
Background & Project Priority Evolution

Why Project Prioritization?

The team conducted surveys to collect initial project prioritization scores over the span of two short weeks. Then reported out all project scores according to City Council and Department Head ranking. Finally, recalibration was completed to include consideration of eligibility and general feedback.

Aligned Local Priorities

Project prioritization helped align highest local priority projects with the City's ARPA award and additional grant opportunities



ARPA Impact

Project prioritization allocated ARPA award to ensure allocation and project completion deadlines were not at risk

Developed Comprehensive Spending Plan

As grant opportunities were awarded, additional funding, as well as local funding was identified allowing for a spending plan for the City's ARPA award to be developed, finalized, and approved

Unlocked Grant Opportunities

Approval of prioritization allowed for county, state, and federal grant applications for projects that fall within the upcoming grant requirements as they open utilizing project prioritization

Why Project Prioritization?

During summer 2023, the team conducted project prioritization. This enabled the team, specifically City Council members and Department Heads, to adopt a final local ARPA spending plan and final prioritized project list.

- U.S Treasury obligation deadline timeline quickly approaching
- Some projects previously listed as unfunded are incorporated into other city plans, funded via other revenue streams, or slated for other financing initiatives
- Realistically, large scale projects cannot be designed, procured, and completed before spending deadlines
- Federal legislators have considered recapturing funds that are not committed at local and state levels (contracted out)

Final Project Priority List

Adopted by City Council July 17, 2023

Combined Rank	Project	Category	Cost Estimate	Est. Match Required	Total Score
1	Tin Cup Trail YMCA Bridge Connector	Trails	$750,000		**354**
2	Neighborhood Sidewalk Repair and Replacement	Transportation	$4,000,000		**342**
3	East Industrial Park Culvert Replacements	Stormwater	$2,800,000	$1,300,000	**330**
4	Pennsylvania Avenue Viaduct Removal & At-Grade Road	Transportation	$2,300,000		**326**
5	Downtown SMART Technology for Traffic Signals	Transportation	$5,700,000	$300,000	**323**
6	Landreth Park to Frisco Trail Connector	Trails	$280,000		**319**
7	Ewert Park Trail Connections	Trails	$2,680,000		**311**
8	Euclid Avenue Stormwater Improvements	Stormwater	$1,223,500		**308**
9	Schifferdecker Trail Connections	Trails	$810,000		**307**
10	44th & Main Street Shared Use Paths	Trails	$600,000		**305**
11	Garvin Park Ditch Stormwater Improvements	Stormwater	$444,000		**304**
12	Colorado Drive Storm Sewer Improvements	Stormwater	$1,170,500		**301**
13	Streetscape along Joplin Avenue from 6th Street to 10th Street	Transportation	$3,000,000		**300**
14	Katy Trail Development	Trails	$2,700,000		**298**
15	Trail Wayfinding	Trails	$150,000		**297**
16	Streetscape along Wall Avenue from 7th Street to 10th Street	Transportation	$2,500,000		**291**
17	Landreth Park Fitness Trail	Parks	$350,000		**289**
18	Joe Becker Stadium Plumbing	Parks	$225,000		**288**
19	Museum Complex Boiler/Chiller Replacement	Parks	$600,000		**281**
20	Park Sign Kiosks	Parks	$300,000		**280**
21	Turf Joe Becker Outfield	Parks	$500,000		**279**
22	Turf Redden Outfield	Parks	$500,000		**265**
23	Park Outdoor Games	Parks	$105,000		**265**
24	Turf Soccer Complex	Parks	$1,750,000		**259**
25	Fire Chief Vehicle	Fire	$50,000		**246**
26	Trail Benches	Parks	$200,000		**240**
N/A	COVID-19 Claims Reimbursement	Healthcare	$710,000		**-**

Combined Rank	Project	Category	Cost Estimate
1	Neighborhood Improvements Estimate	Community Improvements	$2,500,000
2	Home Rehabilitation and Repair	Housing	$1,000,000
3	Police Equipment	Police & Fire	$22,000
4	Fire & EMS Equipment	Police & Fire	$56,488
5	Construction MSSU Health Science Innovation Center	Education	$1,500,000
6	Dover Outdoor Recreation Area (DORA)	Parks	$238,000
7	Broadband Network	Community Improvements	$5,000,000
8	20th Street Widening (Schifferdecker to Central City)	Transportation	$2,500,000
9	Tin Cup Trail Bridge Connector	Trails	$750,000
10	Project Contingency	N/A	$213,251
		Total	**$13,779,739**

Final ARPA Award Spending Plan

Adopted by City Council July 17, 2023

Contingent Spending Plan

Adopted by City Council July 17, 2023

Combined Rank	Project	Category	Cost Estimate	Est. Match Required	Total Score
2	Neighborhood Sidewalk Repair and Replacement	Transportation	$4,000,000		**342**
3	East Industrial Park Culvert Replacements	Stormwater	$2,800,000	$1,300,000	**330**
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24	Turf Soccer Complex	Parks	$1,750,000		**259**
25	Fire Chief Vehicle	Fire	$50,000		**246**
26	Trail Benches	Parks	$200,000		**240**
N/A	COVID-19 Claims Reimbursement	Healthcare	$710,000		**-**

Grants Summary

Awarded, Pending, and Denied Opportunities

GRANTS – *AWARDED*

	Grant	Project	Grant Amount Awarded
BIL	Governor's Transportation Cost-Share (MODOT)	#19 - Zora St Widening / Improvement	$4,000,000
ARPA	Wastewater Infrastructure Grant	12th and Iowa	$3,599,782
ARPA	Stormwater Infrastructure Grant	#13 - East Town Stormwater #17 - 17th St & Annie Baxter – 9 Total Sites	$5,000,000
ARPA	Justice Center Grant (Legislative Priority)	Justice Center Facility Improvements	$1,000,000
ARPA	Drinking Water Grant (Legislative Priority)	#21 - Zora Street Water Main Install #32 - County Road 180 Water Main #36 - 7th Street Water Main Install	$5,000,000
County ARPA	Jasper County	#30 - 20th Street Widening Project	$4,000,000
County ARPA	Jasper County	#3 - MOSWIN Interoperability Radios	$637,048
DOT	Transportation Alternatives Program	Grand Falls	$600,000
ARPA	Peace Officer Grant Program	#5 - Police Equipment	$20,000
ARPA	Fire Protection Grant Program	#10 - Fire Equipment	$20,000

GRANTS – *AWARDED*

	Grant	Project	Grant Amount Awarded
ARPA	Emergency Medical Services Grant	#10 - Fire Equipment	$20,000
ARPA	Community Revitalization Grant	#1 - Neighborhood Improvements #4 - Home Rehabilitation & Repair	$3,500,000
ARPA	Local Tourism Asset Development Grant	#31 - Dover Outdoor Recreation Area	$1,437,133
ARPA	State and Local Cybersecurity Grant	Cybersecurity Resilience	$186,472
BIL	Recycling Education and Outreach Grants (EPA)	Joplin Regional Recycling Outreach	$1,740,000
FTA	Areas of Persistent Poverty (AoPP)	Implementation of a Sustainable Transit Program	$400,000
DOE	Energy Efficiency and Conservation Block Grant (EECBG)	City Facilities Energy Evaluation	$119,050
MDC	Outdoor Recreation Legacy Partnership Program (ORLP)	Parr Hill Park	$484,230
		TOTAL GRANTS AWARDED	**$31,763,715**

GRANTS – *APPLIED/ADVANCED TO NEXT STEP*

	Grant	Project	Status	Grant Amount Requested	Anticipated Award Date
FEMA	BRIC	Phase 1 I-44 Culvert Addition – Planning	Advanced to Next Step	$1,125,000	Spring 2025
MDC	Recreational Trails Program	Trail Amenities	Advanced to Next Step	$147,210	TBD
State	Land & Water Conservation Fund Grant (LWCF)	Trail connecting Landreth & Dover	Advanced to National Review	$500,000	TBD
DOT	Bridge Investment Program	Turkey Creek Bridge on Newman Road	Applied	$1,170,711	TBD
HUD	HUD CHOICE Planning Neighborhoods	Neighborhood Transformation Planning Project with anchor Murphy Manor	Applied	$475,000	TBD
DOT	Active Transportation Infrastructure Investment Program (ATTIP)	Connect Joplin - Sidewalk Project	Applied	$12,040,000	TBD
HUD	Lead Hazard Reduction Program	Joplin Lead Hazard Reduction Program	Applied	$3,150,000	November 2024
DOJ	Charging & Fueling Infrastructure (CFI)	Joplin Charging & Fueling Infrastructure	Applied	$400,000	TBD
NEA	Grants for Arts Projects	Public Art Project – 10th and Main Street	Applied	$100,000	November 2024
DOT	Advanced Transportation Technologies and Innovation Program (ATTAIN)	Upgraded and Integrated Traffic Signals across City (excluding Downtown)	Applied	$2,055,352	TBD
DOT	Railroad Crossing Elimination Program	Central City Railroad Crossing Elimination	Applied	$12,800,000	TBD
		TOTAL GRANTS APPLIED		**$33,963,273**	

GRANTS – *UPCOMING GRANT SUBMISSIONS*

	Grant	Project	Deadline	Grant Amount Requested	Anticipated Award Date
DOT	Bridge Investment Program	Lone Elm Bridge Widening	11/1/2025	Budget Pending	TBD
EDA	Public Works Economic Adjustment Assistance	Crossroads Industrial Park Infrastructure	12/1/2025	Budget Pending	TBD
EPA	SWIFR	Lone Elm Recycling Center	12/1/2025	Budget Pending	TBD
EPA	Brownsfield Assesment Grant	Brownsfield Inventory & Planning	11/15/2025	$500,000	TBD

GRANTS – *DENIED SUBMISSIONS*

	Grant	Project	Status
BIL	Political Subdivisions – SWIFR Grant (EPA)	Lone Elm Recycling Center	Pending Resubmission
DOT	Resilient Building America Infrastructure With Sustainability and Equity (RAISE)	20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line	Denied
DOT	Transportation Alternatives Program	7th Street Sidewalk Project	Denied
ARPA	Industrial Site Development Grant	Create/Expand Industrial Park	Denied
DOT	Safe Streets for All	Downtown Loop	Denied
ARPA	First Responder Capital Improvements	MAFT '27 Training Unit	Denied
MDC	Outdoor Recreation Infrastructure Program	Grand Falls Overlook, Trail, and Parking Lot	Denied
MDC	Outdoor Recreation Infrastructure Program	DORA Sitework	Denied
DOT	SMART	Downtown SMART Traffic Signals	Denied
DOT	Charging and Fueling Infrastructure	Electric Vehicle Charging Stations	Resubmitted

Next Steps

Planning for the Future

Next Steps



Implementation/Construction

Implementation of projects and oversight of any subrecipients. Most projects must be completed by December 2026.

Reporting

In addition to the administration of the program, meeting the financial and performance reporting requirements are major tasks for each grant project to ensure the program is reporting accurately and timely throughout the life of the projects.

Close out

Reviewing and retaining final program documentation for the required retention period based on the awarding agency’s requirements.

JOPLIN CITY COUNCIL
OCTOBER 7, 2024
MEETING MINUTES

CALL TO ORDER

The October 7, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Joplin Hero Lifeguards.

ROLL CALL

Answering Roll Call were Council Members: Joshua Bard, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Doris Carlin

Motion by Mr. DeTar, second by Mr. Lawson to excuse the absence of Doris Carlin. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Just a friendly word of caution: Work has begun on improving the intersection of 4th and Murphy Boulevard. We encourage all drivers to be cautious and travel slowly through this area as the project progresses. We plan to leave it open as much as possible, although work will entail intermittent closures. Certain legs of the intersection may have to be closed for short periods of time, and we'll post these closures on our website and Facebook page. We also alert local media so they can relay that information as well, so please be traffic aware. The intersection will be much more efficient with better traffic signals and lane markings, as well as include beautification for this busy entryway into the downtown and some of our parks. Project completion is anticipated near the end of this year or the first of next. We appreciate everyone's patience as we complete a project the voters supported in 2021 Capital Improvement Sales Tax election.

If this nice weather has gotten everyone outside to do some yard work, it's good timing. Our free tree limb and brush drop-off site will be open on Friday, October 18 and Saturday, October 19 from 8:30 a.m. to 3 p.m.

The drop-off site is located at 1702 North Schifferdecker Avenue, six-tenths of a mile north of Belle Center Road on the west side of Schifferdecker. This free drop-off service is for Joplin residents and has no load limits. Leaves, grass clippings, treated wood, railroad ties, or construction debris will not be accepted. This program is not intended for commercial tree trimming/removal service providers or contractors.

This is the final scheduled time for the monthly drop-off program. It will begin again in March next year. If a weather event causes downed limbs, please watch for announcements on our local media, website, and Facebook page about the status of opening the site.

Residential leaf pick up program. It will begin on the Monday following Thanksgiving, which is December 2. We'll provide details about the program in upcoming weeks.

Joplin Parks and Rec's Old Fashioned Hayride is set for Friday, October 18th at McClelland Park. It runs from 6 to 9 p.m. and offers some great family activities.

CITIZEN REQUESTS AND PETITIONS

Michael Mercado spoke regarding Pride Fest

Frank Thompson addressed council

Mary Price spoke regarding fiscal accountability and issues

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-283

Mayor Cortez opened the Public Hearing
Thanh Pham spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-283

Mr. DeTar introduced Council Bill No. 2024-283- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-Family Residential) property as described below and located at 630 S Porter Ave. Motion by Mr. DeTar second by Mr. Copple that Council Bill No. 2024-283 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

CONSENT AGENDA

Motion by Mr. Shaw, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

Minutes of the September 16, 2024, City Council Meeting.

COUNCIL BILL NO. 2024-120 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the amount of Two Hundred Thirty-Seven Thousand and 00/100 DOLLARS ($237,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2024-126.**

COUNCIL BILL NO. 2024-138 - AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing and Heating Inc. in the amount of One Million Five Hundred Twenty-Three Thousand Four Hundred Eighty-Six and 15/100 dollars ($1,523,486.15) for construction of the Range Line Road and East 15th Street Extension Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2024-127.**

COUNCIL BILL NO. 2024-286 - AN ORDINANCE approving Contract Amendment #3 by and between the City of Joplin and Alvarez & Marsal (A&M) to provide additional Professional Administrative Services and Technical Assistance for the American Rescue Plan Act (ARPA) Community Revitalization Program; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2024-128.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-142

Mr. Bard introduced Council Bill No, 2024-142 - AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-237 School Zones, to remove old school zones and add new school zones and containing an emergency clause. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill No. 2024-142 be passed on an emergency basis. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-129.**

COUNCIL BILL NO. 2024-143

Mr. Jackson introduced Council Bill No. 2024-143 – AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-822, Specific Speed Limits, to update the listed speed limits to match posted speed limits and to amend the speed limits of Utica Street and 44th Street and containing an emergency clause. Motion by Mr. Jackson second by Mr. Lawson, that Council Bill No. 2024-143 be amended to remove the proposed 40 mph speed limit for 44th Street. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. Motion by Mr. Bard, second by Mr. Jackson, that amended Council Bill No. 2024-143 be passed on an emergency basis. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-130**.

Mr. Gremaud addressed Council on this Council Bill.

COUNCIL BILL NO. 2024-144

Mr. DeTar introduced Council Bill No, 2024-144 - AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-825, Parking Prohibited at All Times on Certain Streets, to include the establishment of two No Parking Zones and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill No. 2024-144 be passed on an emergency basis. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-131.**

COUNCIL BILL NO. 2024-374

Mr. Bard introduced Council Bill No, 2024-374 - 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 2808 E 7TH St. in the City of Joplin, Missouri, for Four Thousand Three Hundred Ninety-Four dollars ($4,394.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Bard, second by Dr. Farnham, that Council Bill No. 2024-374 be passed on an emergency basis. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-132.**

COUNCIL BILL NO. 2024-375

Mr. Copple introduced Council Bill No, 2024-375- 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 1119 S Picher Ave. in the City of Joplin, Missouri, for Two Thousand Six Hundred Eighty-Three dollars ($2,683.00); 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. Farnham, that Council Bill No. 2024-375 be passed on an emergency basis. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-133**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-003

Mr. DeTar introduced Council Bill No. 2024-003 - AN ORDINANCE approving and authorizing the City of Joplin to enter into an Agreement with the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land adjacent to the City to be utilized as an industrial park; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. Motion by Mr. DeTar, second by Mr. Lawson that Council Bill No. 2024-003 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-003.

COUNCIL BILL NO. 2024-133

Mr. Lawson introduced Council Bill No. 2024-133 - AN ORDINANCE approving a consultation agreement with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00) for engineering services associated with the REO Grant Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Bard that Council Bill No. 2024-133 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-133.

COUNCIL BILL NO. 2024-140

Mr. DeTar introduced Council Bill No. 2024-140 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) for the construction of the Tin Cup Trail Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-140 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 6. Nays: Bard, Jackson, 2. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-140.

COUNCIL BILL NO. 2024-141

Mr. DeTar introduced Council Bill No. 2024-141 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00) for the construction of the Tin Cup Bridge Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-140 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, and Shaw, 5. Nays: Bard, Farnham, Jackson, 3. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-141.

COUNCIL BILL NO. 2024-146

Mr. Copple introduced Council Bill No. 2024-146 - AN ORDINANCE approving an agreement with Schuber Mitchell to provide sanitary sewer to property located at 2206 Crow Rd., authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Mr. Lawson that Council Bill No. 2024-146 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-146.

COUNCIL BILL NO. 2024-147

Mr. Copple introduced Council Bill No. 2024-147 - AN ORDINANCE approving an agreement with Coretex Enterprises to provide sanitary sewer to property located at 5130 Birdsong Rd, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2024-146 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-147.

COUNCIL BILL NO. 2024-289

Mr. Jackson introduced Council Bill No. 2024-289 - 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, 2024, through October 31, 2025, 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; and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Mr. Copple that Council Bill No. 2024-289 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-289.

COUNCIL BILL NO. 2024-402

Mr. Lawson introduced Council Bill No. 2024-402 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2024 CDBG public service grant funds, authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Lawson, second by Mr. Jackson that Council Bill No. 2024-402 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-402.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Jackson would like for Council to consider adding barricades in Summit Ridge to prevent truck traffic through Summit Ridge for a neighboring subdivision being built.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and 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(2) (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. Bard, second by Mr. Jackson to go into closed session. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

The meeting was adjourned at 8:31 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024-003 – authorizing & approving an Agreement between the COJ and the JIDA relating to the financing for acquisition of land for future development.

MEETING DATE
October 7, 2024

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

SUMMARY:

This Council Bill approves the City of Joplin to enter into an Agreement with the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land.

BACKGROUND:
The JIDA has entered into a real estate contract with a third party to purchase a parcel of land for a future industrial park that will be annexed into the City of Joplin. This Agreement outlines the funding, purchase, and development of the approximately 330 acres of land (the "Land") to be utilized as an industrial development park. Under this Agreement, the City will provide to JIDA $1,150,000.00 in funds in the form of a loan, bearing no interest, from the City's Urban Development Action Grant ("UDAG") Fund for the purchase of the Land. The JIDA will also contribute funds towards purchase of the Land in the amount of $750,000.00 and apportioned closing costs as set forth in the Land Purchase Agreement between JIDA and the seller of the Land. The City and the JIDA will each be paid back their respective contributions/loans for the purchase of the Land from future land sales on a pro-rata basis.

This loan structure was used before with the JIDA to purchase and build out the infrastructure in the area industrial parks, most recently the Crossroads Industrial and Development Park. The City's loan was paid back in full from property sales. With the Crossroads Park nearing the point where it will be fully built out and developed, the City and JIDA recognize a need for additional industrial park land for future development.

RECOMMENDATION:
Staff recommends this council bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2024-003; Agreement (Exhibit "A")

PCE:ab

AGREEMENT

This AGREEMENT (this "**Agreement**") is entered into this ____ day of _____, 2024 by and between the City of Joplin, Missouri, a municipal corporation (the "**City**") and The Industrial Development Authority of the City of Joplin, Missouri, a statutory corporation organized pursuant to the provisions of Chapter 349 RSMo., ("**JIDA**").

RECITALS

WHEREAS, the JIDA has entered into a real estate contract with a third party to purchase a parcel of land for a future industrial park that will be annexed into the City of Joplin and this Agreement outlines the funding, purchase, and development of the approximately 330 acres of land (the "**Land**") to be utilized as an industrial development park; and

WHEREAS, under this Agreement, the City will provide to JIDA $1,150,000.00 in funds in the form of a loan, bearing no interest, from the City's Urban Development Action Grant (**"UDAG"**) for the purchase of the Land; and

WHEREAS, the JIDA will also contribute funds towards purchase of the Land in the amount of $750,000.00 and apportioned closing costs as set forth in the Land Purchase Agreement between JIDA and the seller of the Land; and

WHEREAS, the City and the JIDA will each be paid back their respective contributions/loans for the purchase of the Land from future land sales on a pro-rate basis; and

WHEREAS, the City and JIDA desire to memorialize the terms of their agreement in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and JIDA hereby agree as follows:

1. The City will loan the JIDA the sum of One Million One Hundred Fifty Thousand Dollars ($1,150,000.00) for the purchase of approximately 330 acres of land adjacent to the City. Once the Closing on the Land occurs, the legal description will be incorporated into Exhibit A of this Agreement. The JIDA will contribute Seven Hundred Fifty Thousand Dollars ($750,000.00) towards the purchase of the Land. The Land will be used for an Industrial Park, with uses that are the same or similar to uses found in the Crossroads Business and Distribution Park.

2. The City and JIDA desire for the JIDA to develop, market, and sell parcels of the Land to industrial development prospects in accordance with the authority granted to JIDA under Chapter 349 RSMo.

3. JIDA shall use its best efforts to take actions necessary to provide for the sale or conveyance of the Land to an industry or industries, who shall endeavor to utilize said Land or portions thereof to create jobs, at least 51% of which shall be committed to or offered to low and moderate income persons as defined by the United States Department of Housing and Urban

Exhibit "A"

Development. JIDA shall make a good faith effort to document the type, the number and the average wages paid by the new jobs created in the industrial park.

4. JIDA shall be the owner of the land and shall be responsible for maintaining liability insurance covering the Land in an amount acceptable to the City and shall be responsible for payment of any real estate taxes or other assessments that are due on the Land.

5. The JIDA shall use its best judgment, based upon its market experience, to determine the size of the parcels in the Land, the resale price of those parcels, the uses of the parcels, and the types of industries to which such parcels shall be resold.

6. City and JIDA may contribute money to help build out the Industrial Park and to build infrastructure. It is the intent of the City and JIDA for each party to be repaid for their cash contributions related to infrastructure costs and reimbursement for those contributions shall be second in priority to the City and JIDA contribution/loan for the purchase of the Land.

7. So long as there remains any unpaid balance on UDAG funds provided by the City to JIDA and funds provided by the JIDA for the purchase of the Land, upon the sale of any portion of the Land, the net purchase price shall be apportioned between the City and the JIDA as provided herein. The net purchase price shall be the total price paid by the purchaser less any amounts for customary closing costs. Unless otherwise agreed to by the City and the JIDA, the net purchase price for the sale of any portion of the Land shall be apportioned with 60% paid to the City and 40% paid to JIDA. This procedure shall continue until the City and JIDA have been fully repaid their contributions to the purchase price of the Land. Once the City and JIDA are repaid in full for their purchase price contributions, the City and JIDA shall be reimbursed prorata for any infrastructure costs that are advanced/provided by each entity. The prorata amount shall be determined as those costs are incurred. Once those infrastructure costs are fully repaid, all sale proceeds from all remaining Land shall be retained solely by the JIDA.

8. The JIDA will complete a voluntary annexation of the Land into the City of Joplin once the Land is contiguous with the City of Joplin city limits.

9. A Notice of Due on Sale document will be recorded against the Land, to reflect the loan made by the City of Joplin and obligations that are due under this Agreement.

10. The parties agree to execute such other and further documents, including encumbrances or other notices to be placed of record upon the realty as may be required to effectuate the purposes and intents of this Agreement.

11. This Amendment shall be effective upon the approval of the City Council and the Board of Directors of JIDA. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the Board of Directors of JIDA.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nick Edwards, City Manager

ATTEST:

By: _____
Holly Nagy, City Clerk

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF JOPLIN, MISSOURI

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

COUNCIL BILL NO. 2024-003 ORDINANCE NO. _____

AN ORDINANCE approving and authorizing the City of Joplin to enter into an Agreement with the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land adjacent to the City to be utilized as an industrial park; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land adjacent to the City to be utilized as an industrial park, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be, and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2024-133 Consultant Agreement with Burns and McDonnell Engineering Company, Inc. for Professional Engineering Consulting Services for the REO Grant Project

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-133 Ordinance, Consultant Agreement

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

SUMMARY
This Council Bill will approve a Consultant Agreement between the City of Joplin and Burns and McDonnell Engineering Company, Inc. to provide professional engineering consulting services in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00) for the REO Grant Project.

BACKGROUND
In 2023 city staff applied for the Recycling Education and Outreach (REO) grant. The city was awarded the grant with the first step being to select a consultant to work with community partners to generate awareness and develop a marketing and promotional plan with educational support materials to facilitate the project.

FUNDING SOURCE
This is included in the FY 2024 Budget in the Solid Waste Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of October, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and Burns and McDonnell Engineering Company, Inc., hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide services as described in City's Request for Proposal #2024-RFP-12, Joplin Regional Recycling Program, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Bid Proposal Summary, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant Two Hundred and Fifty-Six Thousand Dollars ($256,000.00).

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

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

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

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

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

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

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of the City.

14. 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.

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

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by the City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made

from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Burns and McDonnell Engineering Company, Inc.
ATTN: LEGAL, Peter Edwards	ATTN: Julie Davis
602 S. Main St.	9450 Ward Parkway
Joplin, MO 64801	Kansas City, MO 64114

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

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

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

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

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification, or breach by the other party, whether new or continuing, of the same or any other covenant, condition, or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	Burns and McDonnell Engineering Company, Inc.
_____	_____
Nick Edwards, City Manager	By: John Hesemann, Director
ATTEST:	
_____	
Holly Nagy, City Clerk	

COUNCIL BILL NO. 2024-133 **ORDINANCE NO**

AN ORDINANCE approving a consultation agreement with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00) for engineering services associated with the REO Grant Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the said consultation agreement by and between the City of Joplin and Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00), for engineering services associated with the REO Grant Project on behalf of the City of Joplin; a true and accurate copy of said consultation agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached consultation agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, this is included in the FY 2024 Budget in the Solid Waste Fund.

Section 4. That this Council Bill shall have an effective date of October 22, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-133 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the FY 2024 Budget in the Solid Waste Fund to pay the amounts called for through this consultation agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-146 Agreement for Sewer Service

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2024-146 Ordinance; Agreement for Sewer Service; Exhibit Survey; Exhibit Map

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

SUMMARY
This Council Bill approves an Agreement with Schuber Mitchell for Sewer Service to property located at 2206 Crow Road

BACKGROUND
Schuber Mitchell Homes owns and is building a house at 2206 Crow Road, (see Exhibit map for reference). Schuber Mitchell Homes has contacted City staff about connecting this property to City sewer; the Owner still desires that the City of Joplin treat the sewage from this property. City staff support the idea, in exchange for payment of permit fees, and inspection of the new connection onto the City's sewer main located within Crow Rd. right-of-way, along with the homeowner's payment of regular sewer bills for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service which allows the Owner to connect to Joplin's sanitary sewer. The Agreement stipulates user rates, inspection fees, and that the Owner shall construct the on-site sewer system to City of Joplin standards. The Agreement also contains a clause concerning future annexation into the corporate limits of the City of Joplin. Approving this Agreement is consistent with Public Works' goal of providing the most reliable sewer service to the most possible users at the least possible cost.

FUNDING SOURCE
This item is not applicable for Out-of-Town Sewer Agreements.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made and entered into this ____day of _____, 2024, by and between **Schuber Mitchell Homes** (hereinafter referred to as "Grantor"), and the **City of Joplin**, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows:

Commencing at the Southwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 29, Township 27, Range 33, Newton County, Missouri, Thence North 00 Degrees, 00 Minutes, 00 Seconds, West 503.24 feet along the West line of said Quarter, Quarter, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 245.62 feet to the West Right-of-way of Crow Road, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 351.94 feet, Thence South 89 Degrees, 52 Minutes, West 140.00 feet, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 31.17 feet to the Point of Beginning, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 100.00 feet, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 150.41 feet to the West Right-of-way of Crow Road, Thence on Chord of South 20 Degrees, 52 Minutes, 46 Seconds West along a curve to the left having a Radius of 900.50 feet, on a Chord Distance of 103.11 feet, Thence South 89 Degrees, 52 Minutes, 52 Seconds West 140.57 feet to the Point of Beginning, EXCEPT All that part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 29, Township 27, Range 33, Newton County, Missouri, being more particularly described as follows: Commencing at the Southwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section, Thence North 00 Degrees, 00 Minutes, 00 Seconds West 503.24 feet along the West line of said Quarter, Quarter, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 245,62 feet to the West Right-of-way of Crow Road, Thence North 15 Degrees, 36 Minutes, 16 Seconds Eo.st 351.94 feet, Thence South 89 Degrees, 52 Minutes, West 140.00 feet, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 121.82 feet to the Point of Beginning, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 9.35 feet, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 150.41 feet to the West Right-of-way of Crow Road, Thence Southwesterly along said Right-of-way on a Curve to the left having a Radius of 900.50, on a Arc Length of 9.85 feet, Thence South 89 Degrees, 52 Minutes, 52 Seconds West 149.10 feet to the Point of Beginning, Except on part to or deeded for Road Right-of-way and being subject to all other easements, right-of-ways, and reservations of record.

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

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to City of Joplin Public Sanitary Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System.

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

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved Grantor's plans and specifications.

b. Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1. Grantor shall provide Grantee with proof of said recording.

c. Prior to any construction, Grantor must obtain a building permit from Grantee.

d. During all construction, Grantor shall comply with all conditions of its building permit, including fees and inspections. As an alternative to Grantee inspections, Grantor may use an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of Grantor's building permit have been satisfied, including fees and inspections. Grantor shall also provide Grantee with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain all permits and inspections, and pay all fees, required under the terms of this agreement prior to connecting its sewage collection system to the Joplin Public Sewer System.

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

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

4. Discharge Requirements. Grantor must comply with the discharge requirements of the City of Joplin Code of Ordinances.

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

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

7. Development of the Property. Grantor agrees that the Property is governed by the City of Joplin Code of Ordinances, including but not limited to building, electric, mechanical, plumbing, and zoning requirements. Grantor agrees that any construction or development of the Property shall conform to all requirements of said City of Joplin Code of Ordinances. Grantor agrees that any construction or development of the Property shall conform with Grantee's Standard Specifications. Grantee's employees and agents shall have the same authority on the Property as if it were located inside the present corporate limits of Grantee. Any costs or fees associated with the City of Joplin Code of Ordinances shall be charged and paid as if the Property were located inside the present corporate limits of Grantee. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

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

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

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

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

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

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

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

11. Compliance with Law. Grantor shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

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

13. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

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

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

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

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

18. Termination. Grantee may terminate this agreement upon the failure of Grantor to comply with the terms of this agreement or any amendments thereto after sixty (60) days' notice by Grantee to Grantor.

19. Effective Date. This agreement shall be in full force and effect after passage of an appropriate ordinance by Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____day of _____, 2024.

CITY OF JOPLIN

_____

BY: Nick Edwards
City Manager

ATTEST:

_____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

Schuber Mitchell Homes

_____
By:
Its Authorized Signatory

STATE OF MISSOURI)
) SS.
COUNTY OF JASPER)

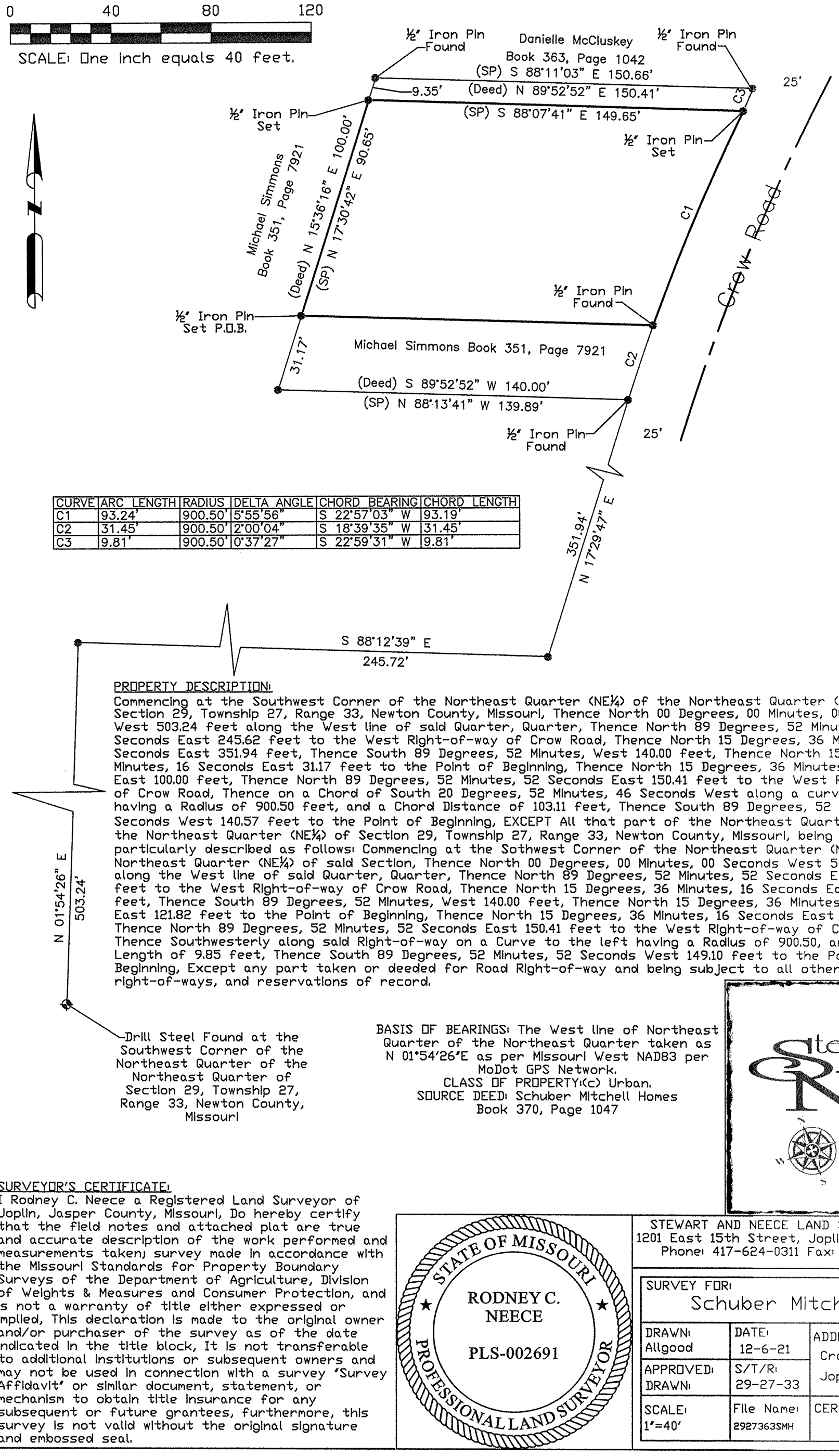
I, Nick Edwards, City Manager for the City of Joplin, Missouri, being of lawful age and duly sworn, hereby state and attest that I have read and understand the petition above and it is true and correct to the best of my knowledge and belief.

_____
Nick Edwards

Subscribed and sworn to before me this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	93.24'	900.50'	5°55'56"	S 22°57'03" W	93.19'
C2	31.45'	900.50'	2°00'04"	S 18°39'35" W	31.45'
C3	9.81'	900.50'	0°37'27"	S 22°59'31" W	9.81'

PROPERTY DESCRIPTION:

Commencing at the Southwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 29, Township 27, Range 33, Newton County, Missouri, Thence North 00 Degrees, 00 Minutes, 00 Seconds West 503.24 feet along the West line of said Quarter, Quarter, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 245.62 feet to the West Right-of-way of Crow Road, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 351.94 feet, Thence South 89 Degrees, 52 Minutes, West 140.00 feet, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 31.17 feet to the Point of Beginning, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 100.00 feet, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 150.41 feet to the West Right-of-way of Crow Road, Thence on a Chord of South 20 Degrees, 52 Minutes, 46 Seconds West along a curve to the left having a Radius of 900.50 feet, and a Chord Distance of 103.11 feet, Thence South 89 Degrees, 52 Minutes, 52 Seconds West 140.57 feet to the Point of Beginning, EXCEPT All that part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 29, Township 27, Range 33, Newton County, Missouri, being more particularly described as follows: Commencing at the Sothwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section, Thence North 00 Degrees, 00 Minutes, 00 Seconds West 503.24 feet along the West line of said Quarter, Quarter, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 245.62 feet to the West Right-of-way of Crow Road, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 351.94 feet, Thence South 89 Degrees, 52 Minutes, West 140.00 feet, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 121.82 feet to the Point of Beginning, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 9.35 feet, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 150.41 feet to the West Right-of-way of Crow Road, Thence Southwesterly along said Right-of-way on a Curve to the left having a Radius of 900.50, and Arc Length of 9.85 feet, Thence South 89 Degrees, 52 Minutes, 52 Seconds West 149.10 feet to the Point of Beginning, Except any part taken or deeded for Road Right-of-way and being subject to all other easements, right-of-ways, and reservations of record.

Drill Steel Found at the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 27, Range 33, Newton County, Missouri

BASIS OF BEARINGS: The West line of Northeast Quarter of the Northeast Quarter taken as N 01°54'26"E as per Missouri West NAD83 per MoDot GPS Network.
CLASS OF PROPERTY: (c) Urban.
SOURCE DEED: Schuber Mitchell Homes Book 370, Page 1047

Stewart & Neece Land Surveying Company
Since 1922 Joplin, Mo

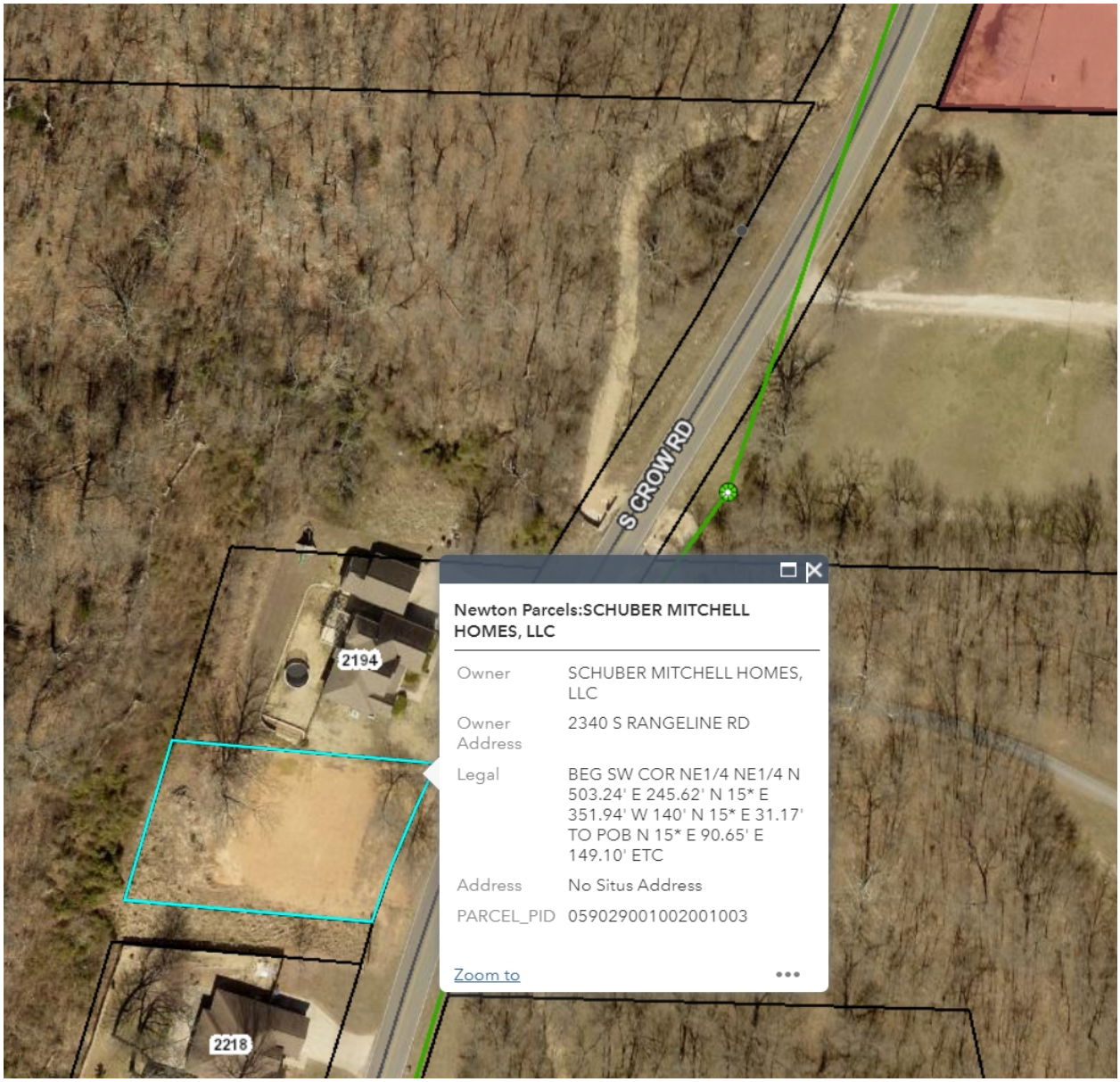
SURVEYOR'S CERTIFICATE:

I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
PROFESSIONAL LAND SURVEYOR

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64804
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Schuber Mitchell Homes		
DRAWN: Allgood	DATE: 12-6-21	ADDRESS: Crow Road Joplin, Mo.
APPROVED: DRAWN:	S/T/R: 29-27-33	
SCALE: 1"=40'	File Name: 2927363SMH	CERT OF AUTHORITY: LSC-2019012803



CB 2024-146 EXHIBIT MAP

COUNCIL BILL NO. 2024-146 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Schuber Mitchell to provide sanitary sewer to property located at 2206 Crow Rd., authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Schuber Mitchell to provide sanitary sewer to property located at 2206 Crow Rd, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of 10-22-2024.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-147 Agreement for Sewer Service

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2024-147 Ordinance; Agreement for Sewer Service; Exhibit Warranty Deed; Exhibit Map.

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

SUMMARY
This Council Bill approves an Agreement with Coretex Enterprises for Sewer Service to property located at 5130 Birdsong Rd.

BACKGROUND
Coretex Enterprises owns property located at 5130 W. Birdsong Road, (see Exhibit map for reference). Coretex Enterprises contacted City staff about connecting a business to City sewer; the Owner still desires that the City of Joplin treat the sewage from this property. City staff support the idea, in exchange for payment of permit fees, inspection of the new connection onto the City's sewer main located on Birdsong Road, along with owner's payment of regular sewer bills for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service which allows the Owner to connect to Joplin's sanitary sewer. The Agreement stipulates user rates, inspection fees, and that the Owner shall construct the on-site sewer system to City of Joplin standards. The Agreement also contains a clause concerning future annexation into the corporate limits of the City of Joplin. Approving this Agreement is consistent with Public Works' goal of providing the most reliable sewer service to the most possible users at the least possible cost. –

FUNDING SOURCE
This item is not applicable for Out of Town Sewer Service Agreement.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

COUNCIL BILL NO. 2024-147 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Coretex Enterprises to provide sanitary sewer to property located at 5130 Birdsong Rd, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Schuber Mitchell to provide sanitary sewer to property located at 5130 Birdsong Rd, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of 10-22-2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made and entered into this ____day of _____, 2024, by and between **Cortex Enterprises** (hereinafter referred to as "Grantor"), and the **City of Joplin**, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows:

TRACT 1: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8;
THENCE N01•S3'17"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1590.10 FEET; THENCE S88"10'51"E, 902.97 FEET TO A SET IRON PIN; THENCE so1•s2'13"W, 1595.80 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10'W ALONG SAID SOUTH LINE, 903.48 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD RIGHT- OF-WAY ALONG THE SOUTH SIDE ANO WEST SIDE. CONTAINING 33.0 ACRES MORE OR LESS.

TRACT 2: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 81 TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE S87°49'10"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 903.48 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING; THENCE N01°52'13"E, 1595.80 FEET TO A SET IRON PIN; THENCE S88°10'51"E, 169.65 FEET TO A SET IRON PIN; THENCE N02"05'38"E,
372.72 FEET TO A FOUND 1/2" IRON PIN; THENCE S88°09'17"E, 352.57 FEET TO A FOUND IRON PIN WITH RLS CAP #405; THENCE S01°54'26"W, 352.49 FEET TO A FOUND 1/2" IRON PIN;
THENCE S88"05'17"E, 320.08 FEET TO A SET IRON PIN; THENCE so1•44•4o"W, 1620.69 FEET TO A SET IRON PIN BEING **A** POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10"W ALONG SAID SOUTH LINE; 847.09 FEET TO THE POINT OF BEGINNING.

EXCEPT ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE. CONTAINING 34.2 ACRES MORE OR LESS.

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

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to City of Joplin Public Sanitary Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System.

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

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved Grantor's plans and specifications.

b. Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1. Grantor shall provide Grantee with proof of said recording.

c. Prior to any construction, Grantor must obtain a building permit from Grantee.

d. During all construction, Grantor shall comply with all conditions of its building permit, including fees and inspections. As an alternative to Grantee inspections, Grantor may use an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of Grantor's building permit have been satisfied, including fees and inspections. Grantor shall also provide Grantee with drawings of the sewage

collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain all permits and inspections, and pay all fees, required under the terms of this agreement prior to connecting its sewage collection system to the Joplin Public Sewer System.

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

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

4. Discharge Requirements. Grantor must comply with the discharge requirements of the City of Joplin Code of Ordinances.

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

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

7. Development of the Property. Grantor agrees that the Property is governed by the City of Joplin Code of Ordinances, including but not limited to building, electric, mechanical, plumbing, and zoning requirements. Grantor agrees that any construction or development of the Property shall conform to all requirements of said City of Joplin Code of Ordinances. Grantor agrees that any construction or development of the Property shall conform with Grantee's Standard Specifications. Grantee's employees and agents shall have the same authority on the Property as if it were located inside the present corporate limits of Grantee. Any costs or fees associated with the City of Joplin Code of Ordinances shall be charged and paid as if the Property were located inside the present corporate limits of Grantee. Any addresses at the Property shall conform to the City's standard numbering

system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

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

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

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

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

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

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

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

11. Compliance with Law. Grantor shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

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

13. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

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

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

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

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

18. Termination. Grantee may terminate this agreement upon the failure of Grantor to comply with the terms of this agreement or any amendments thereto after sixty (60) days' notice by Grantee to Grantor.

19. Effective Date. This agreement shall be in full force and effect after passage of an appropriate ordinance by Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____day of _____, 2024.

CITY OF JOPLIN

_____

BY: Nick Edwards
City Manager

ATTEST:

_____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

Cortex Enterprises

_____
By:
Its Authorized Signatory

STATE OF MISSOURI)
) SS.
COUNTY OF JASPER)

I, Nick Edwards, City Manager for the City of Joplin, Missouri, being of lawful age and duly sworn, hereby state and attest that I have read and understand the petition above and it is true and correct to the best of my knowledge and belief.

_____
Nick Edwards

Subscribed and sworn to before me this _____ day of _____, 2024.

_____

Notary Public

My Commission Expires:

Recorded in Jasper County, Missouri
Recording Date/Time: **12/16/2022** at **11:18:10 AM**
Book: **2667** Page: **81**

Instr #: 2022021003
Type: WD
Pages: 3
Fee: $30.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Warranty Deed by LLC

KNOW ALL MEN BY THESE PRESENTS:

This the 16th day of December 2022, That **HACC Investments, LLC**, as **Grantor**, in consideration of TEN & 00/100 DOLLARS, to it paid by **Coretex Enterprises, LLC,** as **Grantee**(s),

Mailing address of said first named Grantee is:
2302 Callaway Ridge, Joplin MO 64804

the receipt whereof is hereby acknowledged, and by virtue and pursuance of a resolution of the members of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee their heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Jasper and State of Missouri to wit:

See Attached Legal Description – Exhibit "A".

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee(s), and unto their heirs and assigns forever. The said Grantor hereby covenanting that it has authority to sign this Deed on behalf of the LLC and therefore bind the Company under Article 9 of the Operating Agreement, that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of encumbrance done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said Grantee(s) and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, HACC Investments, LLC, the said party of the first part, has caused these presents to be signed by the Members, this the 16th day of December 2022.

Heather K. Colson, Member,
HACC Investments, LLC

Aaron L. Colson, Member,
HACC Investments, LLC

STATE OF MISSOURI }
} ss.
COUNTY OF Jasper }

On this 16th day of December 2022

Before me appeared Heather K. Colson and Aaron L. Colson, to me known to be the person or persons described in and who executed the foregoing instrument in their capacity as Members of HACC Investments, LLC and acknowledged that they executed the same as their free act and deed of said Limited Liability Company.

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

TAMMY RUNYON
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Jan. 12, 2025
Commission #13393751

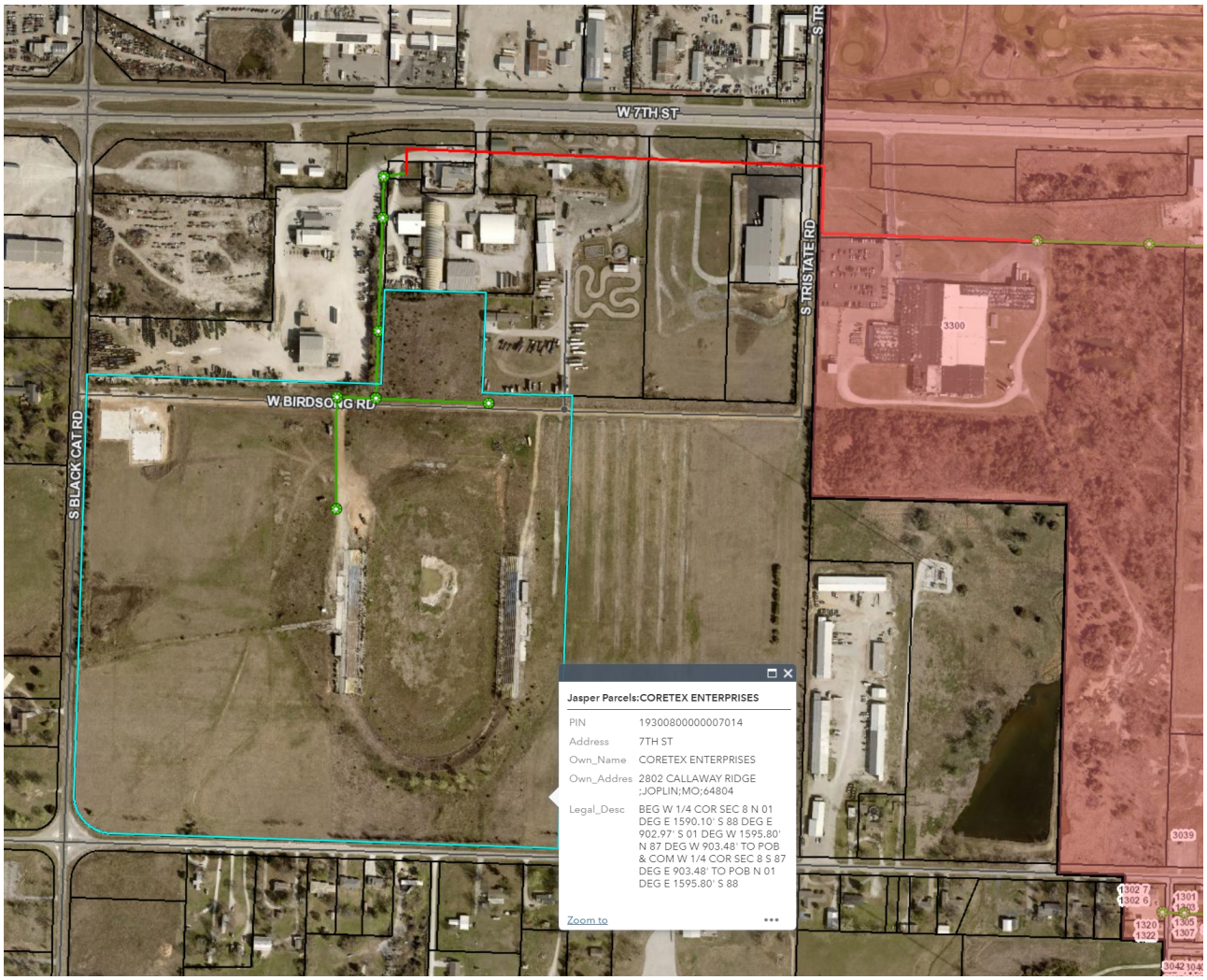
Notary Public: Tammy Runyon
Commission Expires: 1/12/2025

Exhibit "A"

TRACT 1: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE N01°53'17"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1590.10 FEET; THENCE S88°10'51"E, 902.97 FEET TO A SET IRON PIN; THENCE S01°52'13"W, 1595.80 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10"W ALONG SAID SOUTH LINE, 903.48 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE AND WEST SIDE. CONTAINING 33.0 ACRES MORE OR LESS.

TRACT 2: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE S87°49'10"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 903.48 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING; THENCE N01°52'13"E, 1595.80 FEET TO A SET IRON PIN; THENCE S88°10'51"E, 169.65 FEET TO A SET IRON PIN; THENCE N02°05'38"E, 372.72 FEET TO A FOUND 1/2" IRON PIN; THENCE S88°09'17"E, 352.57 FEET TO A FOUND IRON PIN WITH RLS CAP #405; THENCE S01°54'26"W, 352.49 FEET TO A FOUND 1/2" IRON PIN; THENCE S88°05'17"E, 320.08 FEET TO A SET IRON PIN; THENCE S01°44'40"W, 1620.69 FEET TO A SET IRON PIN BEING A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10"W ALONG SAID SOUTH LINE; 847.09 FEET TO THE POINT OF BEGINNING.

EXCEPT ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE. CONTAINING 34.2 ACRES MORE OR LESS.



CB 2024-147 EXHIBIT MAP

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-283 – Rezoning

MEETING DATE:
October 7, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 028-24: 630 S Porter Ave – Rezoning – A request to rezone from C-1 (Neighborhood Commercial) to District R-2 (Two-Family Residential) – Thanh Cong Pham

BACKGROUND:
The applicant, Tang Cong Pham, is seeking to sell the home as part of the Joplin Housing Assistance Program (JHAP). The applicant is unable to close on the property, due to the commercial zoning district. Rezoning the property to match the existing use will permit single-family use by right and allow the owner to build a new home in the future.

The existing character of the lot and the rest of the block is low-density residential. There is an existing single-family home on the lot. A lot of this size is very limited in its potential to be developed as a commercial site. The highest and best use of this property based on its size and the surrounding uses is single-family residential. To keep the zoning district compatible with the rest of the block, staff recommends an R-2 zoning district. R-2 still allows for a single-family home.

The property is not within a planned corridor. While this property does fall within a future retail-commercial zone, this lot and the others nearby fall within the Comprehensive Plan's definition of Residential Low-density: "Existing areas of single-family development in long-standing neighborhoods."

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Pham stated he would like to rezone from commercial to residential. Ms. Phillips asked Mr. Pham if he wanted to rezone so another person could use JHAP money to rebuild the lot. She stated she thought you had to live in the home currently to receive the grant money. Mr. Pham responded that he had lived in the home since 1997, and the home had burnt down two years ago.

Mr. Pham stated he had remodeled the home and would like to sell the home but was having difficulty selling to a potential buyer because the bank will not finance a commercial lot through the JHAP program.

Mr. Bellairs stated to Mrs. Phillips that JHAP was not relevant to the zoning and the use of the property. Whether or not the property makes it through the JHAP process was not relevant to the case.

Mrs. Alisha Nunnelly spoke in favor of the case. She explained that when Mr. Pha had listed the home for sale, the county said it was zoned residential. The home went under contract for a buyer using JHAP. Mrs. Nunnelly states that she does not believe that the buyer's lender would approve of the buyer purchasing the property due to it being C-1.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-283
Planning & Zoning Commission recommends approving Case 028-24 (7 in Favor, 0 Opposed, 0 Absent)

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

Case 028-24: REZONING

630 S Porter Ave – Rezoning – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) – Thanh Cong Pham

Mr. Kimble asked if the applicant could come forward and state their name and address for the record.

Thanh Pham of 630 S Porter Ave. Joplin, Missouri presented the case. Mr. Pham stated he would like to rezone his address from commercial to residential.

Mr. Kimble asked if the commission had any questions for Mr. Pham.

Ms. Phillips asked Mr. Pham if he wanted to rezone this property so another person could use JHAP money to rebuild the lot. She stated she thought you had to live in the home currently to receive the grant money.

Mr. Pham responded that he had lived in the home since 1997, and the home had burnt down two years ago. Mr. Pham stated he had remodeled the home and would like to sell the home but was having difficulty selling to a potential buyer because the bank will not finance a commercial lot through the JHAP program.

Mr. Tyler Bellairs stated to Mrs. Phillips that JHAP was not relevant to the zoning and use of the property.

Mrs. Alisha Nunnelly asked the commission if she could speak on behalf of Mr. Pham.

Mrs. Nunnelly states that originally when Mr. Pham had listed the home for sale, the county said it was zoned as residential. The home went under contract with a buyer using JHAP. Mrs. Nunnelly states that she does not believe that the buyer's lender would approve of the buyer purchasing the property due to it being zoned C-1. Mrs. Nunnelly state that the owner Mr. Pham was unaware this property was zoned as C-1, as the home is in a residential neighborhood. Mrs. Nunnelly states that Mr. Pham wants to rezone this address so the owner Mr. Pham can sell the home not only to a JHAP buyer, but as a residential property.

Mr. Kimble asked the commission if they had any other questions.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

Mr. Kimble opened the floor to the commission for a motion of this case.

MR. ROSENBERG MOVED THAT CASE 028-24 BE APPROVED. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

Z&P Meeting: September 9, 2024
City Council Meeting: October 7, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 028-24 A request to rezone from District C-1 (Neighborhood Commercial) to District R-2 (Two-Family Residential)

LOCATION 630 S Porter Ave

APPLICANT Tang Cong Pham

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Single Family Home	Approximately 0.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	R-1	C-3
Land Use	Single-Family Home	Single-Family Home	Single-Family Home	Restaurant – Quick Serve

FUTURE LAND USE

The property is identified as Retail Commercial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Porter Ave	Local	60′
W 7th St	Arterial	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property is not within a planned corridor. While this property does fall within a future retail-commercial zone, this lot and the others nearby fall within the Comprehensive Plan's definition of Residential Low-density: "Existing areas of single-family development in long-standing neighborhoods."

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

The existing character of the lot and the rest of the block is low-density residential. There is an existing single-family home on the lot. A lot of this size is very limited in its potential to be developed as a commercial site. The highest and best use of this property based on its size and the surrounding uses is single-family residential. To keep the zoning district compatible with the rest of the block, staff recommends an R-2 zoning district. R-2 still allows for a single-family home.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change will be a downzone. This block and the properties south of 7th and east of Porter consist of single-family homes. This zoning change will make the property more compatible with the surrounding area.

DISCUSSION

The applicant, Tang Cong Pham, is seeking to sell the home as part of the Joplin Housing Assistance Program (JHAP). The applicant is unable to close on the property, due to the commercial zoning district. Rezoning the property to match the existing use will permit a single-family use by right and allow the owner to build a new home in the future.

Staff recommends approval of Case 028-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 028-24
Filing Fee: $600.00
Received: 7/9/24
Date Advertised:
Proj. No.: 24-093
Public Hearing Date: 9/9/24

Applicant: THANH CONG PHAM Phone No.: 417-437-1926

Address: 2021 S. OAKCLIFF Rd Email:

Owner: THANH CONG PHAM Phone No.:

Address: 2021 S. OAKCLIFF Rd Email:

Location of Property: 630 S. Porter

Present Use of Property: VACANT

Proposed Use of Property:

Current Zoning: RESIDENCE Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residental	R2
South	Residental	R1
East	RESidental	R2
West	Commercial	C3

Character of the Neighborhood: Single Family Homes

Relationship to Existing Zoning Pattern:

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

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☐	☒	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: _____

_____

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: Thanh Cong Pham **Date:** 07-09-2024

Need to rezone to sell the house

Case 028-24: Rezoning



630 S Porter Ave – Rezoning – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) – Thanh Cong Pham

0 35 70 140 210 280
Feet

P & Z Case 028-24
Thanh Cong Pham
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2024-283 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-Family Residential) property as described below and located at 630 S Porter 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. 2022-274 is hereby amended by removing from District C-1 (Neighborhood Commercial) the following described property and including in District R-2 (Two-Family Residential).

All of the South 40 feet of Lot 12 in Continental Zinc Company's Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.{

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_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-289 – Authorizing the approval of an Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
CB2024-289 Ordinance; 2025 Unified Planning Work Program (UPWP); Consolidated Planning Grant (CPG) Agreement

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with the Missouri Department of Transportation in the not to exceed total amount of Six Hundred Seventy-One Thousand Sixty-Three 00/100 dollars ($671,063) in Federal Consolidated Planning Grant Funds for reimbursement of FY2025 expenses. The commission will reimburse for 80% of total project costs up to a maximum amount of $513,630 for Program Support & Administration, Short Range Transportation Planning, Long Range Transportation Planning, and Geographic Information Systems items listed in the UPWP. The commission will reimburse for 100% of total project costs up to a maximum amount of $157,433 for Safety Planning items listed in the UPWP. The City will pay 20% of the project costs incurred to a maximum of $128,407 to draw down the Federal assistance.

BACKGROUND
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 2025 Unified Planning Work Program (UPWP) lists the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) is the designated MPO with the responsibility of providing transportation policy and oversight of the federal transportation planning process for the Joplin region.

FUNDING SOURCE
Federal Consolidated Planning Grant Funds $671,063 & Joplin Transportation Sales Tax (match) $128,407.

RECOMMENDATION
City staff recommends approval of this Council Bill.

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2025 Unified Planning Work Program

Approved by the JATSO Policy Board on September 26, 2024

Introduction

Purpose

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

Organization

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

Funding for the UPWP

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

Planning Factors

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

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;

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

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. BIL was signed into law in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. In implementing MAP-21 and the FAST Act, State Departments of Transportation (DOTs), MPOs, and providers of public transportation must

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

On December 30, 2021, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) offices of Planning jointly issued updated Planning Emphasis Areas (PEAs). JATSO considers these PEAs during the task development process of the Unified Planning Work Program (UPWP).

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, 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: Public-Participation-Plan (joplinmo.org).

FY 2025 Program Goals

The annual transportation planning program begins on November 1, 2024, and continues through October 31, 2025. 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 2025, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Maintain and amend the 2022-2025 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the 2026-2029 JATSO TIP in accordance with state and federal standards.
4. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
5. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.
6. Update JATSO's Public Participation Plan (PPP).
7. Update JATSO's Metropolitan Transportation Plan (MTP) due February 2026.

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 2024 Work Items Completed

- Amend FY 2024 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2025 UPWP
- Conducted public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Participated in several webinars and Zoom meeting with FHWA and MoDOT

FY 2025 Work Items

- Develop the FY 2026 UPWP
- Make any necessary amendments to the FY 2025 UPWP
- Update the Public Participation Plan (PPP)
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in trainings, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

Public Participation

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

FY 2025 End Products

- FY 2026 UPWP
- Updated PPP
- Any necessary amendments to the FY 2025 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

This work is ongoing throughout the fiscal year.

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$123,380	$98,704	$24,676
Travel Expenses	$2,000	$1,600	$400
Conferences and Seminars	$1,000	$800	$200
Dues and Memberships	$1,100	$880	$220
Office Equipment & Supplies	$500	$400	$100
Total	$127,980	$102,384	$25,596

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 2024 work on the TIP included updates and amendments. FY2025 will see the development of the FY2026-2029 TIP.

FY 2024 Work Items Completed

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

FY 2025 Work Items

- Prepare and adopt the FY 2026-2029 TIP
- Amend the FY 2022-2025 TIP as needed
- Prepare the FY 2024 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 2025 End Products

- Board approved FY 2026-2029 TIP
- FY 2024 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$42,913	$34,330	$8,583
Total	$42,913	$34,330	$8,583

Task 3 – Long Range Transportation Planning

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

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two additional studies or assessments are planned for FY 2025.

FY 2024 Work Items Completed

- Completed Active Transportation Assessment.
- Webb City maintenance assessment completed using other funding sources.
- Paid Aerial photography agreement invoices paid.
- Executed Origin and Destination Study agreement.

FY 2025 Work Items

- Complete Origin and Destination study.
- Update the Metropolitan Transportation Plan (MTP)

Public Participation

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

FY 2025 End Products

- Completed Origin and Destination Study
- Updated Metropolitan Transportation Plan (MTP)

Schedule for Completion

The Origin and Destination Study and Metropolitan Transportation Plan (MTP) are expected to be completed by the end of FY 2025.

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$42,913	$34,330	$8,583
Metropolitan Transportation Plan update	$200,000	$160,000	$40,000
Origin and Destination Study	$136,000	$108,800	$27,200
Total	$378,913	$303,130	$75,783

Task 4 – Transit Planning

Objective

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

Status

JATSO staff continues with program support and administration.

FY 2024 Work Items Completed

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

FY 2025 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update Transit Asset Management (TAM) Plan if necessary.
- Review Public Transit Agency Safety Plan (PTASP) and update Safety Goals if necessary.

Public Participation

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

FY 2025 End Products

- The JATSO staff assist develop planning activities for daily operations of MAPS.
- The JATSO staff provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$92,700	$74,160	$18,540
Total	$92,700	$74,160	$18,540

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 2024 Work Items Completed

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

FY 2025 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 2025 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$76,231	$60,985	$15,246
ESRI License Update	$16,000	$12,800	$3,200
Total	$92,231	$73,785	$18,446

Task 6 – Safety Planning

Objective

JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $5,177 for FY 2025. The work items listed in Task 6 meet the eligibility requirements of Safe and Accessible Transportation Options Planning and will be 100% funded with set aside and CPG funds. No local match is required.

Status

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

FY 2024 Work Items Completed

- Complete Streets Committee
- Complete Streets Training for elected officials and for the Complete Streets Committee
- Active Transportation Plan approved by Council
- First part of the safety study for the JATSO area is complete.

FY 2025 Work Items

- Include and meet with Complete Streets Committee on projects as needed
- Conduct 2nd part of safety study of JATSO area, meeting Action Plan requirements under the Safe Streets and Roads for All (SS4A) grant.

FY 2025 End Products

- Complete Streets Committee being involved with transportation projects as appropriate and as needed.
- Development of Comprehensive Safety Action Plan complete for JATSO area, meeting Action Plan requirements of SS4A grant.

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$32,433	$32,433	$0
Complete Streets Training	$5,000	$5,000	$0
Safety Plan	$120,000	$120,000	$0
Total	$157,433	$157,433	$0

Financial Summary Tables

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$102,384		$25,596	$127,980
Short Range Transportation Planning	$34,330		$8,583	$42,913
Long Range Transportation Planning	$303,130		$75,783	$378,913
Geographic Information Systems	$73,785		$18,446	$92,231
Safety Planning	$152,256	$5,177	$0	$157,433
Total	$665,885	$5,177	$128,407	$799,470

Task	5307 Funds	Local Funds	Total
Transit Planning	$74,160	$18,540	$92,700

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds 80%	$513,630
Consolidated Planning Grant Funds 100%	$157,433
5307 Funds	$74,160
Local Match	$146,948
Total Funds Allocated	$892,171

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 7/10/24	$553,379
Estimated FY 2025 allocation	$268,908
Remaining FY 2023 CPG Funds to be expended	$(125,000)
CPG Funds Programmed for FY 2025	$(671,062)
Remaining Unprogrammed Balance	$26,225

JATSO Information

Organizational Chart

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

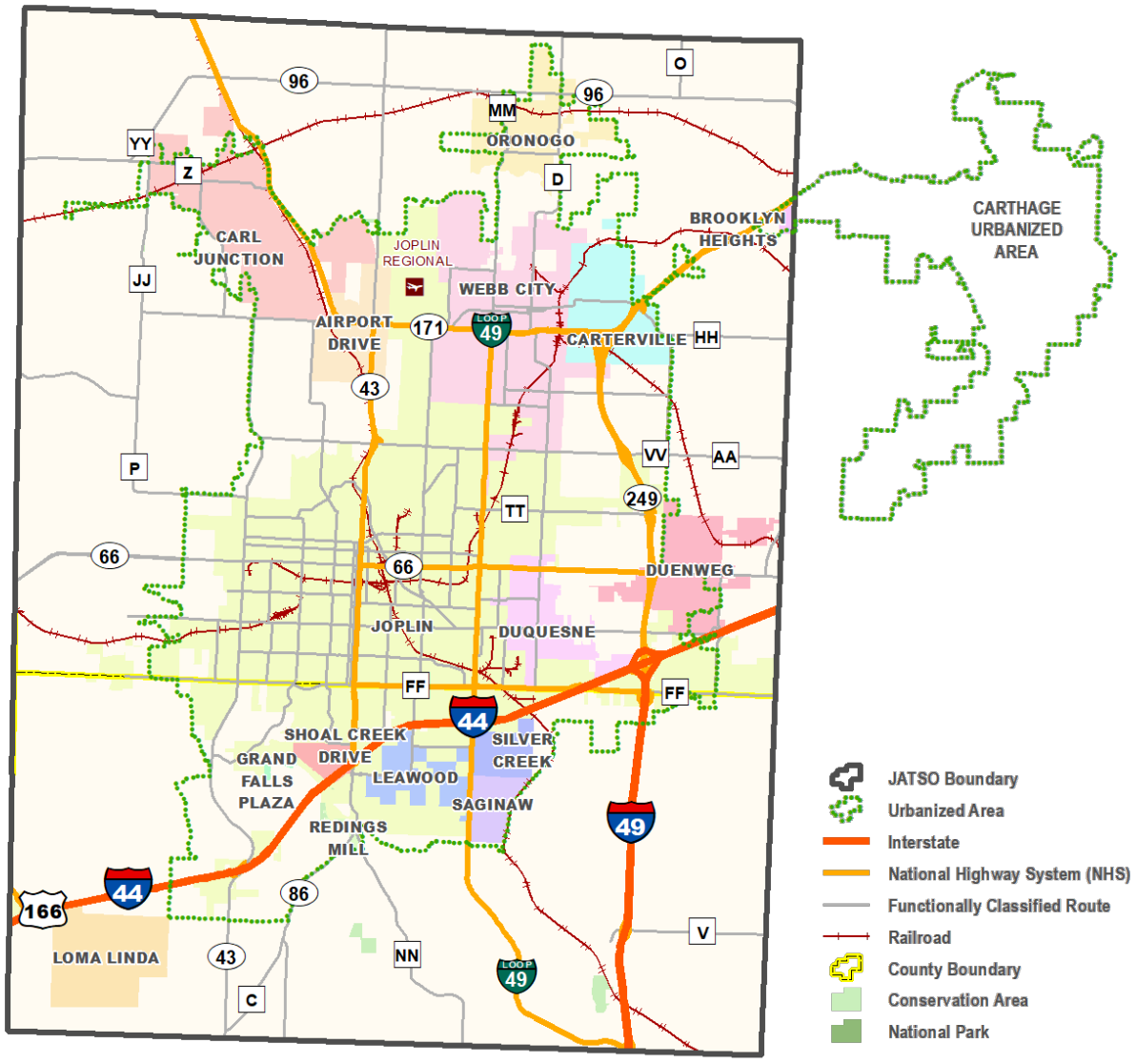
Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Robert Lolley	X	X	X			X
Gina Thompson				X		
John Gilligan					X	
Troy Bolander	X	X	X		X	X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Vacant, Admin. Asst.	X					
Dakota Rusk	X	X	X			X
Dan Johnson	X	X	X			X
Asst. P.W. Dir, Jeremy Hagerman	X	X	X			X
Chad Weller	X	X	X			X
Rob Beachner	X	X	X			X

Members

Name	Agency	Title
Dan Johnson*	City of Joplin	Director of Public Works; Chair
Troy Bolander*	City of Joplin	Director of Planning; Vice Chair
Chad Weller	City of Joplin	Assistant Director of Public Works – Operations
Jermey Hagerman*	City of Joplin	Assistant Director of Public Works – Engineering
Bart Starkey*	City of Joplin	Airport Manager
Gina Thompson*	City of Joplin	Transportation Coordinator
Carl Francis*	City of Webb City	City Administrator
Steve Lawver*	City of Carl Junction	City Administrator
Carrie Campbell*	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris*	Missouri Department of Transportation	Area Engineer
Darieus Adams*	Jasper County	Commissioner
Daniel Swem*	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Will Cline	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk*	City of Joplin	Traffic Engineer; Alternate

Voting Members *

JATSO Boundary Map



CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 08/24 (RSV)
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

DRAFT

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.

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(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, 2024 and extend to October 31, 2025. 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 $ 671,063 defined as consolidated planning funds.

1. The Commission will pay for eighty percent (80%) of the total project cost, up to a maximum amount of $513,630 for planning activities performed under 23 U.S.C. Sections 104(d) and 134 and 49 U.S.C. Section 5303. For the consolidated planning funds, the local matching share may be either cash or direct cost

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match or a combination of both.

2. The Commission will pay for one hundred percent (100%) of the total project cost, up to a maximum amount of $157,433 for eligible activities under the set-aside for planning activities to increase safe and accessible transportation options under 23 U.S.C. Sections 104(f) and 134.

(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.

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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 overcompensated 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 $1,000,000 or more per year total of all Federal assistance from all sources including Federal funds

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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 $1,000,000, 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:

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(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.

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(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,

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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

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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

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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

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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).

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(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

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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.

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[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

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Appendix A

Financial Summary Tables

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$102,384		$25,596	$127,980
Short Range Transportation Planning	$34,330		$8,583	$42,913
Long Range Transportation Planning	$303,130		$75,783	$378,913
Geographic Information Systems	$73,785		$18,446	$92,231
Safety Planning	$152,256	$5,177	$0	$157,433
Total	$665,885	$5,177	$128,407	$799,470

Task	5307 Funds	Local Funds	Total
Transit Planning	$74,161	$18,540	$92,701

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds 80%	$513,630
Consolidated Planning Grant Funds 100%	$157,433
5307 Funds	$74,161
Local Match	$146,948
Total Funds Allocated	$892,171

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COUNCIL BILL NO. 2024-289 **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, 2024, through October 31, 2025, 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; and setting a date when this Ordinance shall become effective.

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 six hundred seventy-one thousand, sixty-three dollars and 00/100 dollars ($671,063.00) 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.

Section 3. That this Council Bill shall have an effective date of October 22, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2024, by a vote of_____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2024-402 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
October 7, 2024

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2024 Community Development Block Grant Public Service funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B24MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2024 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
Coordinated Entry Agreement
CB 2024-402 Ordinance

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2024 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2024 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2024 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Tammy Walker	Oversight and Reporting
Shonna Greninger	Housing Resource Coordinator
April Crossno	Housing Case Manager

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2024 and end on the 30th day of June of 2025.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-24-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Ryan Peterson
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801

Phone: (417) 624-0820	Phone: 417 781-0352
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar

as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for

work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and

cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a

condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2024

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Officer
Director of Planning, Development, and Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: Ryan Peterson, Chief Executive

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ___ Ryan Peterson___and I am the __Chief Executive Officer____ of ___Economic Security Corporation). 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:

_____

COUNCIL BILL NO. 2024-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2024 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

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 Economic Security Corporation is entered into that describes the expenditure of 2024 CDBG public service funds, 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 of the City of Joplin, 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 _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN/JASPER COUNTY

EMERGENCY OPERATION PLAN

DEPARTMENT OF PUBLIC SAFETY STATE EMERGENCY MANAGEMENT AGENCY

And

JOPLIN-JASPER COUNTY EMERGENCY MANAGEMENT AGENCY

And

JASPER COUNTY OFFICIALS

And

CITY OF JOPLIN OFFICIALS

October 2023

PROMULGATION STATEMENT

Officials of Joplin-Jasper County Emergency Management Agency, in conjunction with the State Emergency Management Agency, have developed an emergency operation plan that will enhance their emergency response capability. This document is the result of that effort.

It is designed to promote the coordination of statewide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of Missouri. It also incorporates the principles and processes of the National Incident Management System (NIMS) and the Incident Command System (ICS).

This plan, when used properly and updated annually, can assist local government officials in responding to and recovering from the effects of natural and man-made disasters. This plan and its provisions will become official when it has been signed and dated below by the concurring government officials.

John Bartosh, Presiding Commissioner — 01-02-2024 Date

Darius Adams, Western Commissioner — 01-02-2024 Date

Tom Flanigan, Eastern Commissioner — 01-02-2024 Date

Doug Lawson, Mayor City of Joplin — 01-02-2024 Date

Nick Edwards, City Manager, City of Joplin — 7-25-24 Date

David Holden, Joplin / Jasper Emergency Coordinator — 01-04-2024 Date

JOPLIN-JASPER COUNTY EMERGENCY OPERATIONS PLAN

DISTRIBUTION LIST-October 2023

Ambulance Districts (METS, NCAD, Carthage)
County Fire Departments (Carl Junction, Carthage, Duenweg, Webb City)
Joplin Fire Department
Hospitals (Freeman, McCune Brooks, Mercy)
County Commissioners
Jasper County 9-1-1
Jasper County Health Department
Jasper County Sheriff Department
Joplin City Manager
Joplin Director ofIS Department
Joplin Human Resources
Joplin City Clerk's Office (Mayor)
Joplin PIO Office
Zoning & Planning
Joplin Director of Public Works
Joplin Director of Parks Department
Joplin Director Health Department.
State Regional Planner
Joplin Emergency Dispatch Center
Joplin Police
Joplin Finance Department
Red Cross
Salvation Army
SEMA
MERC
Joplin Emergency Management
Joplin Emergency Mana
Liberty Utilities
Airport Manager
School District
Newton County Health Department
MSSU

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FOREWORD

A. This Emergency Operations Plan lays a framework that will allow Joplin-Jasper County Emergency Management Agency to save lives, minimize injuries, protect property and the environment, preserve functioning civil government, ensure constituted authority, and maintain economic activities essential to the survival and recovery from natural and man-made disasters. It is not the intent of this plan to deal with those events that happen on a daily basis, which do not cause widespread problems and are handled routinely by the city and/or county agencies.

B. This plan follows the principles and processes outlined in the National Incident Management System (NIMS). As a result, this plan institutionalizes the concepts and principles of the NIMS and the Incident Command System (ICS) into the response and recovery operations conducted within Joplin-Jasper County.

C. The NIMS provides a consistent, flexible and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location or complexity. This flexibility applies across all phases of incident management: prevention, preparedness, response, recovery and mitigation.

D. This plan was developed through the collaborative efforts of the Joplin-Jasper County Emergency Management Coordinator, other governmental and private entities throughout Joplin-Jasper County, and with assistance provided by the State Emergency Management Agency. During the development of this plan various agencies, organizations, and county governments were interviewed to discuss their roles, responsibilities, and capabilities in an emergency. This plan is a result of their input.

E. The Joplin-Jasper County EOP is a multi-hazard, functional plan, broken into three components; (1) a basic plan that serves as an overview of the jurisdiction's approach to emergency management, (2) annexes that address specific activities critical to emergency response and recovery, and (3) appendices which support each annex and contain technical information, details, and methods for use in emergency operations.

F. The Basic Plan is to be used primarily by the chief executive and public policy officials of ajurisdiction, but all individuals/agencies involved in the EOP should be familiar with it. The annexes are to be used by the operational managers and the appendices are for disaster response personnel.

G. Every individual and agency that has a role in the response and recovery operations of Joplin-Jasper County must be familiar with, and understand, the contents of this plan for it to be effective. Thus, the Joplin-Jasper County Emergency Management Coordinator will brief the appropriate officials on their roles in emergency management. The Coordinator will also brief the newly employed officials as they assume their duties.

H. Each organization/agency with an assigned task will be responsible for the development and maintenance of their respective segments of the plan (See Part IV of the Basic Plan). They will update their portion of the plan as needed based on experience in emergencies, deficiencies identified through drills and exercises, and changes in government structure and emergency organizations. It is also the responsibility of those organizations/agencies that make changes to this plan to provide a copy of those changes to the Joplin-Jasper County Emergency Management Coordinator.

GLOSSARY OF TERMS AND ACRONYMS

ARES: Amateur Radio Emergency Services

ACCESS AND FUNCTIONAL NEEDS: Those actions, services, accommodations, and programmatic, architectural, and communication modifications that a covered entity must undertake or provide to afford individuals with disabilities a full and equal opportunity to use and enjoy programs, services, activities, goods, facilities, privileges, advantages, and accommodations in the most integrated setting, in light of the exigent circumstances of the emergency and the legal obligation to undertake advance planning and prepare to meet the disability related needs of individuals who have disabilities as defined by the ADA Amendment Act of 2008, P.L. 110-325, and those associated with them.

BIOLOGICAL AGENTS: Living organisms or materials derived from them that cause disease: harm humans, animals or plants or deteriorate materials.

CBRNE: Chemical, Biological, Radioactive, Nuclear, and Explosive (weapons)

CHEMICAL AGENT: A chemical substance intended to kill, seriously injure or incapacitate people through physiological effects.

CONTINGENCY: For more effective planning, a construct that groups similar hazards and activities related to possible incidents.

CYBER TERRORISM: "Malicious conduct in cyberspace to commit or threaten to commit acts dangerous to human life, or against a nation's critical infrastructures ... in order to intimidate or coerce a government or civilian population ...in furtherance of political or social objectives."

DHS: Department of Homeland Security. This newly formed Department of the Federal Government was established after the Terrorist attack on the World Trade Center Towers in New York on September 11, 2001. It encompasses various other federal departments including the Federal Emergency Management Agency (FEMA). Its purpose is to provide assistance in time of natural and Terrorist disasters and to provide warning of these potential disasters as well as training and equipment to effectively support these functions.

DNR: Department of Natural Resources

EAS: Emergency Alert System (formerly known as the Emergency Broadcast System). A communication and warning system set up by the federal government in order for emergency messages to be broadcast via radio and television stations.

EOC: Emergency Operations Center. A centralized location where direction and control are unified, information collection is evaluated and displayed, response agencies are coordinated, and resources are managed.

EOP: Emergency Operations Plan

EXERCISE: An activity designed to promote emergency preparedness; test or evaluate emergency operations plans, procedures, or facilities; train personnel in emergency response duties; and demonstrate operational capability. There are five types of exercises: Orientation, Drill, Tabletop, Functional, and Full Scale.

FBI: Federal Bureau oflnvestigation

FEMA: Federal Emergency Management Agency

FUNCTIONAL AREA: A major grouping of functions and tasks that agencies perform to carry out awareness, prevention, preparedness, response, and recovery activities.

HAZARDOUS SUBSTANCE: Any substance or mixture of substances that presents a danger to public health, public safety, or the environment.

HSPD: Homeland Security Public Directive

IMS: Incident Management System

INCIDENT: An occurrence in which hazards or threats result in a harmful, dangerous, or otherwise unwanted outcome.

LEPC: Local Emergency Planning Committee

LOCAL GOVERNMENT: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments, regional or interstate government entity, or agency or instrumentality of a local jurisdiction. This term also applies to .an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation. It also applies to a rural community, unincorporated town or village, or other public entity. (As defined in Section 2 (10) of the Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135, et seq. (2002).)

JOC: Joint Operations Center (FEMA)

MARS: Military Affiliate Radio System

MERC: Missouri Emergency Response Commission

MULES: Missouri Uniform Law Enforcement Systems. A hard wire land line computer system where information, such as weather, road conditions, hazardous materials incidents, and train derailments can be transmitted to all receiving points (about 250 in state).

ERG: Emergency Response Guidebook

NAWAS: National ,Warning System. A land line network for transmitting and receiving emergency information to federal, state, and local agencies who have NAWAS drops.

NBC: Nuclear, Biological or Chemical (weapons)

NIMS: National Incident Management System

NRC: National Response Center

NRP: National Response System

PIO: Public Information Officer

RACES: Radio Amateur Civil Emergency Services

RADIATION (NUCLEAR): High-energy particles or gamma rays emitted by an atom undergoing radioactive decay. Emitted particles can be charged alpha or beta particles, or neutral neutron's.

SARA: Superfund Amendment Reauthorization Act (Title III). Reauthorization of the Superfund Act of 1980, which includes requirements for emergency planning.

SAVE: Structural Assessment and Visual Evaluation coalition

SAFEGUARDING VITAL RECORDS: Measures by government that protect vital records the government must have to continue functioning during emergency conditions and to protect the rights and interests of citizens during and after the emergency.

SEMA: State Emergency Management Agency

SOG: Standard Operating Guides. A ready and continuous reference to those guides/procedures which are unique to a situation, and which are used for accomplishing specialized functions.

SPD: Homeland Security Public Directive

SUCCESSION: The process established to list the order, line, or interim personnel entitled to succeed one another under emergency conditions.

TERRORISM: Terrorism is defined as: "the unlawful use of force or violence, committed by a group(s) of two or more individuals, against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives."

THREAT: An indication of possible violence, harm, or danger.

WMD: Weapons of Mass Destruction.

NIMS Definitions and Acronyms

In an effort to standardize terminology, NIMS has developed a list of definitions and acronyms that should be incorporated into existing EOPs. Review the definitions and acronyms below and replace language ii) your existing plan with the NIMS verbiage. Be mindful that your plan may contain terms that are the same but have a different defmition, or the definitions may be the same and the term is different. The same may be true for acronyms. Your EOP may currently have acronyms with different meanings from those in the NIMS. Compare the acronyms in your EOP document and replace any that are the same but have different meaning from the NIMS acronyms. The overall purpose is to be consistent with the NIMS whenever possible. A NIMS compliant EOP will include all the definitions and acronyms below. Additional defmitions and acronyms that are site specific should also be included and modified as described above. The NIMS compliant EOP will not only ensure these changes are made in the glossary section but also institutionalized throughout the EOP.

Agency: A division of govermnent with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assessing or cooperating (providing resources or other assistance.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal govermnent agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management oflarge or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met, and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

Assessment: The evaluation and interpretation of measurements and other information to provide a basis for decision-making.

Assignments: Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

Assistant: Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

Assisting Agency: An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

Available Resources: Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Check-In: The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

Chief: The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

Command: The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Common Operating Picture: A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

Communications Unit: An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

Cooperating Agency: An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Coordinate: To advance systematically an analysis and exchange of information among principals who have or may have a need-to-know certain information to carry out specific incident management responsibilities.

Deputy: A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Dispatch: The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Emergency: Absent A Presidential declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Operations Centers (EOC): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOC may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or some combination thereof.

Emergency Operations Plan: The "steady state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency Public Information: Information that is disseminated primarily in anticipation of an emergency or during an emergency. Inaddition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Emergency Response Provider: Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002). Also known as Emergency Responder.

Evacuation: Orgal}ized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Event: A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division.)

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Incident: An occurrence or event, natural or human-caused, that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (JCS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction ofresources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Initial Action: The actions taken by those responders first to arrive at an incident site.

Initial Response: Resources initially committed to an incident.

Intelligence Officer: The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison: A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, and material support for the incident.

Major Disaster: As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or.explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Management by Objective: A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations (Federal, State, local, and tribal) for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multi-agency Coordination Entity: A multi-agency coordination entity functions within a broader Multi-agency Coordination System. It may establish the priorities among incidents and associated resource allocations, deconflict agency policies, and provide strategic guidance and direction to support incident management activities.

Multi-agency Coordination Systems: Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi- agency Coordination Systems include facilities, equipment, emergency operation centers (EOC), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Multi-jurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In res, these incidents will be managed under Unified Command.

Mutual-Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another or request, by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

National Disaster lVledical System: A cooperative, asset-sharing partnership between the U.S. Department of Health and Human Services, the U.S. Department of Veterans Affairs, the U.S. Department of Homeland Security, and the U.S. Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

National Incident Management System: A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; Multi-agency Coordination Systems; training; identification and management of resources (including systems for classifying types ofresources); qualification 'and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Plan: A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

Nongovernmental Organization: An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operations periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Meeting: A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

Planning Section: Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Preparedness Organizations: The groups that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of

planning, training, equipping, and other preparedness requirements within ajurisdiction or area.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO).

Processes: Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

Pnblic Information Officer: A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Publications Management: The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

Qualifications and Certification: The subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

Reception Area: This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution ofIAPs, supplies and equipment, feeding, and bed down.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate

the effects of future incidents.

Recovery Plan: A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Resource Management: Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, State, local, and tribal teams; and resource mobilization protocols.

Resources Unit: Functional unit within the Plauning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident and anticipated resource needs.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet the basic human needs.

Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Safety Officer: A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Section: The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

Span of Control: The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between I:3 and I:7.)

Staging Area: Location established where resources can be place while awaiting a tactical assignment. The Operations Section manages Staging Areas.

State: When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Strategic: Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption oflong-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strike Team: A set number of resources of the same kind and type that have an established minimum number of personnel.

Strategy: The general direction selected to accomplish incident objectives set by the IC.

Supporting Technologies: Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

Technical Assistance: Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a goverrnnent by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 213 5 (2002).

Threat: An indication of possible violence, harm, or danger.

Tools: Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

Tribal: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Type: A classification ofresources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualification.

Unified Area Command: A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command.)

Unified Command: An application ofICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the UC often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity to of effort under one responsible commander for every objective.

Volunteer: For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.

Acronyms

ALS	Advance Life Support
DOC	Department Operations Center
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FNSS	Functional Needs Support Services
FOG	Field Operations Guide
GIS	Geographic Information System
HAZMAT	Hazardous Material
HSPD-5	Homeland Security Presidential Directive-5
IAP	Incident Action Plan
IC	Incident Command
ICP	Incident Command Post
ICS	Incident Command System
IC or UC	Incident Command or Unified Command
IMT	Incident Management Team
JIS	Joint Information System
JIC	Joint Information Center
LNO	Liaison Officer
MFDEA	Missouri Funeral Directors and Embalmers Association
NDMS	National Disaster Medical System

NGO	Nongovernmental Organization
NIMS	National Incident Management System
NRF	National Response Framework
POLREP	Pollution Report
PIO	Public Information Officer
PVO	Private Voluntary Organizations
R&D	Research and Development
RESTAT	Resources Status
ROSS	Resource Ordering and Status System
SDO	Standards Development Organizations
SITREP	Situation Report
SO	Safety Officer
SOP	Standard Operating Procedure
UC	Unified Command
US&R	Urban Search and Rescue

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JOPLIN-JASPER COUNTY
EMERGENCY OPERATIONS PLAN

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JOPLIN AND JASPER COUNTY LOCAL EMERGENCY OPERATIONS PLAN

BASIC PLAN

I. PURPOSE

A. This plan will establish policies and procedures that will allow the respective governments of Jasper County and the City of Joplin to maximize their emergency responsibilities, develop procedures and identify resources that will give local officials the best comprehensive emergency management capabilities possible, considering available resources.

B. This plan and its supporting documents will assist the local government officials in meeting their responsibility for dealing with threats to the lives and property of their constituency. It will concentrate on actions that 1) insure prompt and proper responses, 2) minimize suffering, 3) eliminate conditions caused by shortages of materials or services, 4) speed the return to normal, and 5) promote the well-being of the community.

C. This document basically explains how emergency operations will be controlled and the relationship of the various participating agencies. All hazards, natural and man-made, will be considered from the standpoint of the four aspects of emergency management: 1) mitigation, 2) preparedness, 3) response, and 4) recovery (see Part III, Section B, to this Basic Plan).

D. It is not the intent of this plan to attempt to deal with those events that happen on a daily basis which do not cause widespread problems and are handled routinely by the City of Joplin and/or county agencies. It will, however, attempt to deal with those occurrences such as floods, tornadoes, earthquakes, etc., which create needs and cause suffering that the victims cannot alleviate without assistance, and that requires an extraordinary commitment of government resources.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Jasper County is located in the southwestern part of the State in the Ozark Gateway Region. Counties that border Jasper are Newton to the south, Barton to the north, and Dade and Lawrence to the east. The State of Kansas forms the western border. Jasper County is a first class county that covers 642 square miles and has 955 miles of roads, 200 bridge structures over 20 feet, and is one of the three counties in the State to maintain two court buildings.

2. Based on the 2020 Census, Jasper County has a population of 122,750. The largest community is Joplin based on the 2020 Census with a population of 51,765. The county seat is Carthage with a population of 15,573 based on the 2020 Census.

3. The City of Joplin and Jasper County are exposed to many hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. Possible natural hazards include flooding, tornadoes, drought, wildfires, and severe winter storms. There is also the threat of a war-related incident such as a nuclear attack. Other disaster situations could develop from a hazardous material incident, Terrorist/WMD incident, major transportation accident, power failure, civil disorder, urban fire, or a major explosion from natural gas lines or industry. (Refer to Jasper County Courthouse for maps.)

4. Joplin/Jasper County have capabilities and resources which, if effectively employed, would minimize or eliminate the loss of life and damage to property in the event of an emergency or major disaster. This must include the utilization of private and volunteer organizations to the greatest extent possible.

5. This emergency management plan is being developed and maintained as required by local executive order, pursuant to Missouri State Law, Chapter 44, RSMo following Missouri All-Hazard Emergency Planning Guidance (3-1966), and Federal Emergency Management Agency (FEMA) guidance.

6. Mutual aid agreements, both written and verbal, exist between many of the emergency services/agencies and subdivisions in the county and surrounding area and are used as necessary.

B. Assumptions

1. Some of the situations as previously stated, may occur after implementation of warning and other preparedness measures, but others may occur with little or no warning.

2. Officials of Joplin and Jasper County are aware of the possible occurrence of an emergency or major disaster and are also aware of their responsibilities in the execution of this plan and will fulfill these responsibilities as needed.

3. The proper implementation of this plan will reduce or prevent the loss of lives and damage to property in Joplin/Jasper County.

4. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with every occurrence. It may be necessary to request outside assistance through volunteer organizations, the private sector, mutual aid, or state and federal sources.

5. Although an attack on this country is considered unlikely, there is that possibility as long as the world's war-making capability exists. Should an attack occur, it would probably be after days or weeks of international tension that would allow such protective measures as evacuation and sheltering to be implemented.

III. CONCEPT OF OPERATIONS

A. General

1. It is the responsibility of the local government to provide a comprehensive emergency management program that meets the emergency needs of those who either have been or might be affected by an emergency or major disaster. When the emergency exceeds the local government's capability to respond, assistance will be requested from the state government by the chief elected official present. If additional assistance is needed beyond state capabilities, the state will coordinate requests to the proper federal agencies.

2. The chief elected official is ultimately responsible for emergency management activities within the boundaries of the jurisdiction. The Presiding Commissioner of Jasper County is responsible for those activities in the unincorporated areas of the County and those incorporated communities that do not have a local emergency management organization (see Title II, Division 10, Chapter 11 of the Missouri Code of Regulations). The chief elected official of the City of Joplin has a similar responsibility within the corporate boundaries of Joplin. These officials can delegate their authority but never their responsibility.

3. At no time will the County Commission supersede the authority of the elected officials of any of the incorporated subdivisions unless: (1) requested to do so by those elected officials, (2) the local subdivisions governmental body is incapacitated or ceases to exist or (3) empowered to do so by the governor under the authority of Chapter 44, RSMo. Although they participate in this plan, the aforementioned subdivisions should develop their own local plans.

4. This plan is based on the concept that the emergency functions assigned to the various groups, organizations, and individuals involved in this plan will parallel their normal, day-to-day functions as closely as possible. The same personnel and material resources will be employed as much as possible in both normal and emergency functions. These functional assignments are listed in Attachment A, Appendix 2 to this Basic Plan.

5. Those day-to-day functions that do not contribute directly to the emergency operations may be suspended for the duration of the emergency. The efforts that would normally be required for those functions will be redirected to the accomplishment of emergency tasks by the agency concerned.

6. The City of Joplin, Jasper County, and several other municipalities in Jasper County have created emergency management organizations responsible for the preparation and implementation of emergency management functions for their jurisdiction in accordance with Chapter 44, RSMo and the State of Missouri Emergency Operations Plan. They are as follows:

   a. The Jasper County Civil Defense Organization was established by County Court Order dated November 7, 1961. The Joplin Civil Defense Organization is based on City Ordinance No. 90-036, updated March 27, 1998. Both organizations entered into an agreement to form a joint Organization known as the Joplin-Jasper County Emergency Management Agency.

   b. Carl Junction, Ordinance No. 473, November 7, 1962.

   c. Carterville, Ordinance No. 1563, August 3, 1972.

   d. Carthage, Ordinance No. 5729, October 14, 1980.

   e. Duenweg, Ordinance No. 31, October 4, 1962.

   f. Jasper, Ordinance No 388, October 3, 1977.

   g. LaRussell, Ordinance No. 100, April 17, 1977.

   h. Oronogo, Ordinance No. 312, November 1, 1965.

   I. Purcell, Ordinance No. 26, May 26, 1966.

   j. Sarcoxie, City Ordinance dated May 13, 1975.

   k. Webb City, Ordinance No. 5721, September 22, 1969.

7. The Joplin-Jasper County Emergency Operations Plan consists of the Basic Plan and Annexes A through N, as follows:

   a. Annex A - Direction and Control
   This annex describes measures to be taken by the City and County to direct and control forces and auxiliary groups, prior to, during and after a disaster strikes.

b. Annex B - Communications and Warning

This annex describes the emergency communications available, the methods of receiving warnings, and the methods of disseminating warnings to the public.

c. Annex C - Emergency Public Information

This annex describes the actions to be taken by the Chief Elected Official to develop and maintain a capability to disseminate, in a timely manner, official emergency public information for all hazards that threaten the City and County.

d. Annex D - Damage Assessment

The purpose of this annex is to organize existing personnel in Joplin/Jasper County in such a manner that damage assessment can be completed in a timely manner with results that will be consistent with federal and state guidelines.

e. Annex E - Law Enforcement

This annex will identify local law enforcement personnel and develop procedures that will enable Joplin and Jasper County to provide law enforcement services regardless of the situation.

f. Annex F - Fire and Rescue

The purpose of this annex is to organize local firefighting resources and establish procedures that will enable these resources to meet the demands of a disaster situation.

g. Annex G - Resource and Supply

This annex was designed to give the local officials the ability to maintain an inventory of resources and to allocate resources in a prompt and orderly manner to deal with the many Levels of disasters that could affect Joplin and Jasper County.

h. Annex H - Hazardous Materials

This annex describes the actions to be taken by emergency services personnel in the event of a hazardous materials incident.

i. Annex I - Public Works
This annex organized local public works resources in such a manner that they will be able to perform the tasks that are essential to an effective emergency response.

j. Annex J - Evacuation
This annex describes the actions to be taken to develop the capability to evacuate the population from areas at risk.

k. Annex K - In-Place Shelter
This annex establishes an option of sheltering residents of Joplin and Jasper County in-place to protect them from the effects of a disaster that threatens or actually strikes the area.

l. Annex L - Reception and Care
This annex gives Joplin and Jasper County the capability, following a disaster, to provide shelter and feeding for persons who are displaced from their homes.

m. Annex M - Health and Medical
This annex was developed to ensure that Joplin and Jasper County have the ability to provide needed medical services following a disaster of any Level.

n. Annex N – Terrorism
This annex is to provide the leaders of the emergency response agencies, in the City of Joplin and the unincorporated areas of Jasper County, a unified approach to responding to threats or actual acts of terrorism.

o. Annex O – Agriculture
This annex is to provide guidance for Jasper County and its various response agencies to use during infectious animal outbreaks and other events affecting the health, safety, and welfare of humans and animals in disease situations.

p. Annex P - Catastrophic Event
This annex is to provide operational concepts unique to catastrophic jurisdictions.

q. Annex Q - Access and functional needs
This annex is to assist local communities/counties in the development of their own emergency operations plan for assisting persons with access and functional needs i.e. physical, mental, sensory, cognitive, cultural, ethnic, socio-economic, age, citizenship status, or any other circumstance.

r. Annex R – Debris Management

B. Operational Time Frames

1. In keeping with the concept of an integrated emergency management system, this plan is concerned with all Levels of emergency situations that may develop. It also accounts for activities before, during, and after emergency operations. With this in mind, the following operational time frames were established for the various actions to be performed within the scope of this plan:

a. Mitigation -- The period during which activities are undertaken by individuals and/or departments to improve their capabilities to respond to a potential emergency and fulfill their assigned responsibilities.

b. Preparedness -- The period during which activities are undertaken by individuals and/or departments to increase their readiness posture during periods of heightened risk.

c. Response -- The period during which activities are undertaken by individuals and/or departments to respond to an occurrence that threatens or harms people and/or property.

d. Recovery -- The period during which activities are undertaken by individuals and/or departments to provide for the welfare of the people following a disaster and/or emergency.

2. To assist local officials in making the most timely and efficient response there will be three classifications of emergency situations: Level I, Level II, and Level III. Only Level III requires a declaration by the chief elected officials or their successors. For a detailed definition of each Level and how each is implemented, see Appendix 3 to this Basic Plan.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. Most of the departments within local government have emergency functions in addition to their normal day-to-day duties which parallel or complement normal functions. The emergency management organization for Joplin/Jasper County will be set up along the following functional lines:

a. Direction and Control (EOC)

b. Communications and Warning

c. Emergency Public Information (EPI)

d. Damage Assessment

e. Law Enforcement

f. Fire and Rescue

g. Resource and Supply

h. Hazardous Materials

I. Public Works
j. Evacuation
k. In-Place Shelter
l. Reception and Care
m. Health and Medical
n. Terrorism
o. Animal Disaster & Agriculture Response Plan
p. Catastrophic Event (Earthquake)
q. Access and functional needs
r. Debris Management

2. The City of Joplin and Jasper County will both develop a capability for each of the emergency functions listed above, except in cases where one agency handles a particular operation for both on a day-to-day basis (i.e., Red Cross, Family Services, etc.).

3. The organizational charts for Joplin and Jasper County are located in Appendix 1 to this Basic Plan.

B. Assignment of Responsibilities

1. As much as possible these functions or tasks (as identified in Section A above), will be assigned to agencies and/or individuals who perform these same or similar tasks on a day-to-day basis. In some cases, it will be assigned to a county official or agencies, while others to city agencies or a combination thereof.

2. An agency or individual will be assigned the primary responsibility for each of these functions and may also be assigned one or more secondary responsibilities.

3. A primary/secondary responsibility chart which makes these assignments has been developed for Jasper County and the City of Joplin. These charts are found in Attachment A, Appendix 2 to this Basic Plan.

4. The specific tasks to be performed in each function are found in detail in each functional annex. Attachment B, Appendix 2 to this Basic Plan contains a basic list of task assignments by function common for both the City and County.

V. DIRECTION AND CONTROL

A. General

1. The Presiding Commissioner of Jasper County and the Mayor of Joplin (or his designated representative) are responsible for all emergency management activities to include maintaining and implementing this plan and directing emergency response within the confines of their respective jurisdictions. They can delegate the authority, but never the responsibility. They can transfer authority only if they are

absent or incapacitated. (A chain of command is contained in Part VI to this Basic Plan.)

2. The Emergency Management Director has been delegated the following authorities:

   a. Coordination of all emergency management activities.

   b. Decisions on routine day-to-day matters pertaining to emergency management.

   c. Insuring proper functioning of the EOC during emergency operations.

   d. Acting as liaison with other local, state and federal emergency management agencies.

   e. Other duties as outlined in the local ordinances, court orders and agreements.

3. Specific agencies and/or departments are responsible for specific activities as outlined in the Basic Plan and its Annexes. Each agency/department is responsible for developing and maintaining standard operating guidelines (SOGs) to be followed during emergency response operations.

B. Emergency Operations Center (EOC)

1. Operations will be controlled from one of the designated EOCs depending on the location and Level of emergency as follows:

   a. Primary EOC

      The City of Joplin and Jasper County will control emergency operations from their EOC located in the lower level of the Joplin Municipal Building.

   b. Alternate EOCs

      1) Carthage Fire Station
      2) Public Works Center
      3) Joplin Fire Station #2

2. The EOC will be manned according to the Level of emergency. See Appendix 3 to this Basic Plan.

VI. CONTINUITY OF GOVERNMENT

Effective comprehensive emergency management operations depend upon two important factors to ensure continuity in government from the highest to the lowest level: 1) lines of succession for officials, department heads, and authorized personnel, and 2) preservation of records.

A. Lines of Succession

1. In the event that an official or agency charged with participating in emergency operations is unable to perform, lines of succession will be established to ensure continuous emergency services are provided.

    a. The line of succession for Jasper County is from the Presiding Commissioner through the two Associate Commissioners in order of their seniority.

    b. The line of succession for the Mayor of Joplin is to the Mayor Pro-tem to be followed by members of the City Council as they decide.

    c. The line of succession for the City Manager of Joplin is to the Public Works Director to the Health Department Director.

    d. The line of succession for the Joplin-Jasper County Emergency Management Director is through the Fire Chief through the Senior Clerk/Deputy.

    e. The line of succession for each department head is according to the standard operating procedures established by each department (see Annexes and SOGs).

2. Names and telephone numbers of these personnel are contained in The Plan Supplement.

B. Preservation of Records

In order to provide normal government operations after a disaster, all vital records of both a public and private nature recorded by such county and city officials as the clerk, tax collector, tax assessor, etc., must be protected and preserved. These would include legal documents, property deeds, tax records, etc. The following guidelines will apply:

1. Certain records and documents are vital to the continuance of government following a major disruption of normal activities such as a major disaster.

2. These records and documents are to be identified by officials responsible for their day-to-day maintenance.

3. Resources from local government will be allocated to provide for one or more of the following options:

    a. Duplication of all such records.

b. Timely movement to secure or safe areas outside the danger area.

c. Development of secure and safe storage areas in Joplin and Jasper County.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. Emergency Authority (see Part IX, Authorities and References).

2. Reports and Records as required will be submitted to the proper authorities in accordance with the instructions in the individual annexes.

3. Agreements and Understandings with other local jurisdictions, higher levels of government and other agencies can be utilized to supplement local resources should an emergency situation exhaust the capabilities of Joplin-Jasper County.

4. Discrimination on the grounds of race, color, religion, nationality, sex, age, handicap, or economic status will not be allowed in the execution of emergency management functions. This policy applies to all levels of government and the private sector.

5. Disaster Assistance from the State or Federal governments will be utilized in accordance with their provisions and statutes. Requests for such assistance can only be made by the chief elected official of the jurisdiction or his designated successor and must be submitted to the Governor of Missouri regardless of what Level of assistance is required. (See Appendix 4 to this Basic Plan).

6. Review and Written Concurrence of this plan and its annexes will be accomplished as follows: Each agency or department with assigned responsibilities will review this plan. They will report their concurrence by signing a compliance page for their assigned responsibilities at each review and return it to the Joplin-Jasper County Emergency Management Director. The Mayor of Joplin, the City Manager of Joplin, and the Jasper County Commission will sign the promulgation document for all departments.

B. Logistics

1. Whenever possible, procurement of necessary resources will be accomplished using normal day-to-day requisition channels.

2. During unusual situations when such constraints would result in the loss of life and property, normal requisition procedures can be circumvented. This will be done under the authorities and by the procedures set forth in the local ordinances.

3. Organizations, firms, and individuals who exist in or do business in Joplin-Jasper County will be given preference when contracting for resources to cope with a disaster situation. This will be done to the greatest extent feasible and practical.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

A. The contents of this plan must be understood by those who will implement it or it will not be effective. Thus, the Joplin-Jasper County Emergency Management Director will brief the appropriate officials on their roles in emergency management. The Director will also brief newly employed officials as they assume their duties.

B. All agencies/departments will be responsible for the development and maintenance of their respective segments of the plan. (See Part IV, Organization and Assignment of Responsibilities.)

C. The Joplin-Jasper County Emergency Management Director will instigate an annual review of the plan by all agencies. Responsible officials, however, can recommend changes or provide information at any time.

D. This plan will be activated once a year in the form of a simulated emergency, taking into account actual events in order to determine if revisions can be made that would improve disaster response and recovery operations. This will also provide practical controlled operations experience to those who have EOC responsibilities. This will be done by the Emergency Management Director with the approval of the chief elected officials.

E. This plan or any portion thereof will be activated by the order of the chief elected official present, or by the procedures set forth in Appendix 3 to this Basic Plan.

F. This plan will be updated as required based on deficiencies identified through drills and exercises, changes in local governments structure, technological changes, etc.

G. This plan will become effective upon the date it is approved and signed by the chief elected officials of the City of Joplin and Jasper County.

IX. AUTHORITIES AND REFERENCES

A. State of Missouri Emergency Operations Plan, as amended

B. SEMA's Missouri Hazards Analysis

C. Federal Public Law 93-288, Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended

D. Federal Public Law 99-499, SARA, Title III.

E. Reference FEMA's planning guidance CPG 101: Developing and Maintaining Emergency Operations plans, Version 2.0.

F. Revised Statutes of Missouri, Chapter 44, as amended

G. Missouri Code of State Regulations, Title II, Division 40, Chapter 4, "General Organization of the MERC"

H. Revised Statues of Missouri, 49.070

I. Federal Public Law 920, Federal Civil Defense Act, as amended

J. Homeland Security Presidential Directive 5, (HSPD-5) signed February 28, 2003 and pages 8, 9, 17, and 33 of the National Response Plan.

K. FEMA'S "Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters". Within the guidance document, the legal authority for FNSS is identified on page 140. NOTE: A copy of FEMA's guidance is located on the SEMA web site under LEOP Planning Documents.

L. FEMA's New Madrid Seismic Zone Joint Missouri Response Operations Plan, Annex O, LEOP Supplement.

APPENDICES

1. Joplin and Jasper County EM Organization Charts by Emergency Function

2. Assignment of Responsibilities

3. Emergency (Disaster) Classification & Control Procedure

4. Procedures for Requesting State & Federal Assistance

5. Listing of Federal, State, and Local Agencies

6. Joplin-Jasper County Hazard Analysis

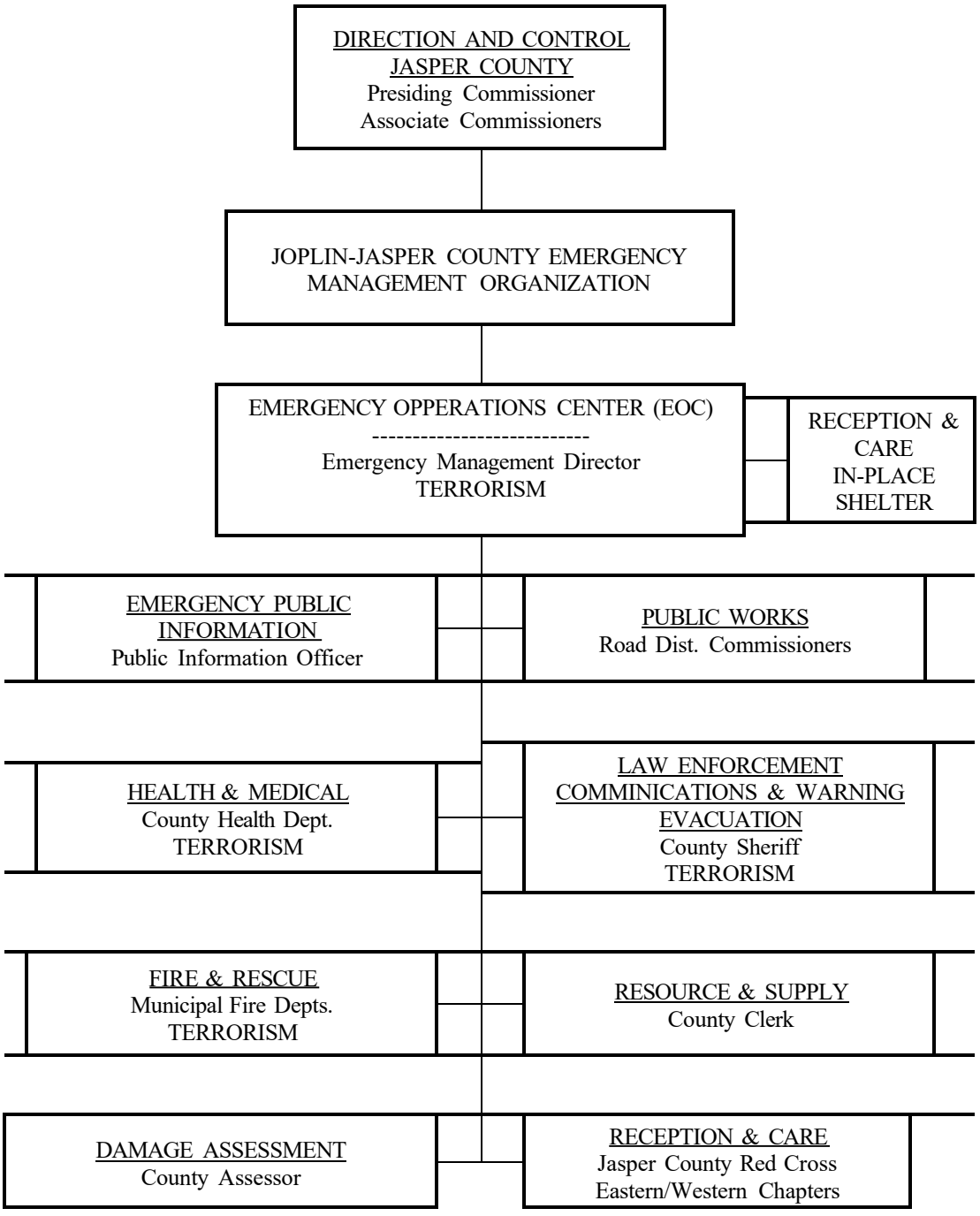
7. NIMS Implementation Plan

8. Resolution

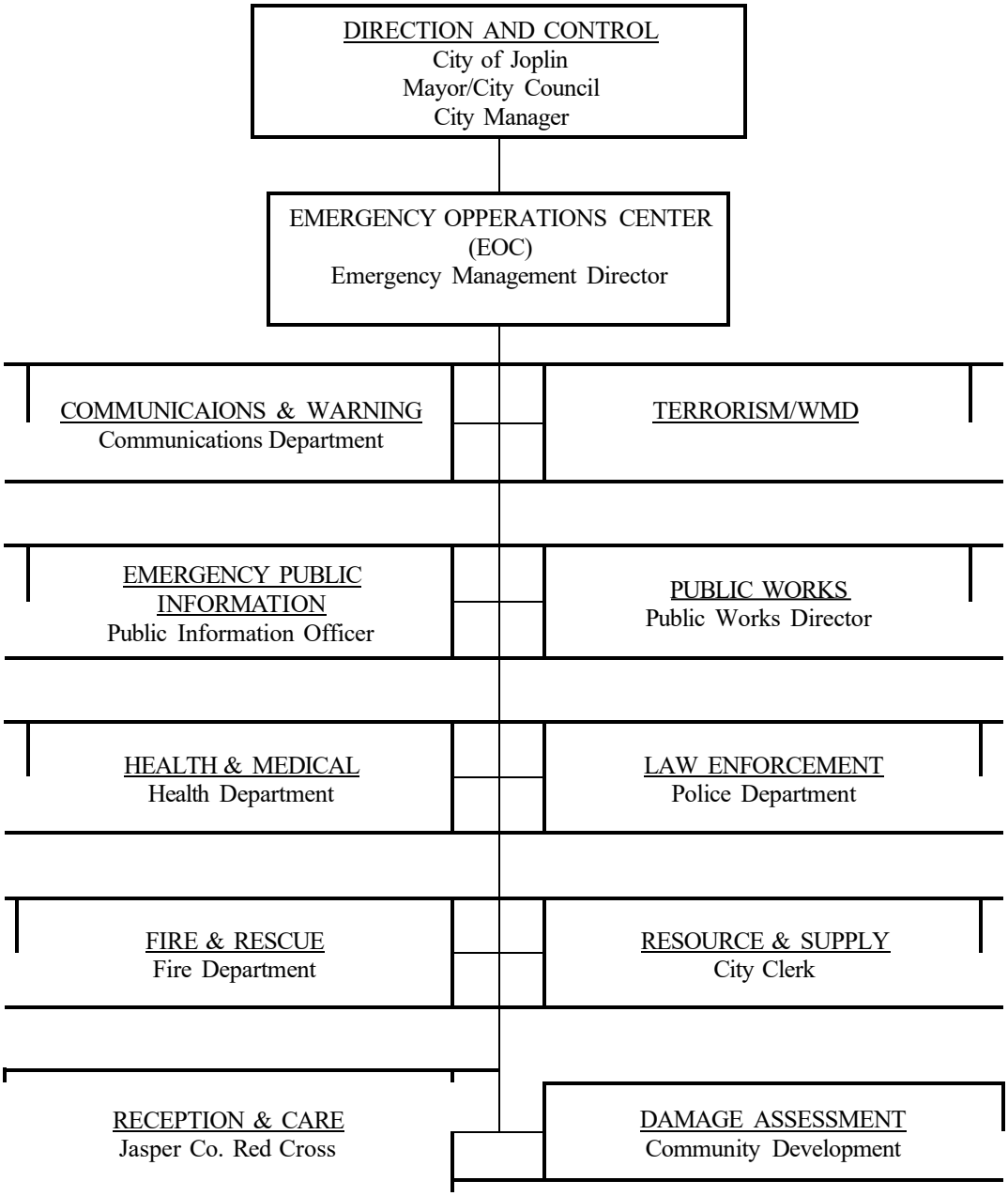
Appendix 1 to the Basic Plan

JOPLIN-JASPER COUNTY EMERGENCY MANAGEMENT ORGANIZATION CHARTS BY EMERGENCY FUNCTION

JASPER COUNTY EMERGENCY MANAGEMENT ORGANIZATION BY EMERGENCY FUNCTION



JOPLIN EMERGENCY MANAGEMENT ORGANIZATION
BY EMERGENCY FUNCTION



Appendix 2 To the Basic Plan

ASSIGNMENT OF RESPONSIBILITIES

A. Primary and Support Responsibilities Charts (Attachment A)

1. These charts will assign specific agencies and/or individuals the responsibility to prepare for and to perform each of the thirteen (13) identified emergency management functions (see Part IV of this Basic Plan) and also whether it is in a primary or supporting role.

2. There are two such charts, one for the City of Joplin and one for Jasper County. These charts are general in nature and shouldn't be considered all-inclusive.

B. Task Assignments by Function (Attachment B)

1. Following the P & S Charts, there is a basic list of tasks to be assigned to each function.

2. These are only general lists that will be expanded in the various annexes.

3. There will be one list of tasks for each function whether it is for the county or the city. (Note: Some tasks may be common to more than one function.)

FUNCTION & RESPONSIBILITY CHART

JOPLIN P-Primary S-Support *Department/Individual*	ANNEX A	ANNEX B	ANNEX C	ANNEX D	ANNEX E	ANNEX F	ANNEX G	ANNEX H	ANNEX I	ANNEX J	ANNEX K	ANNEX L	ANNEX M	ANNEX N	ANNEX O	ANNEX P	ANNEX Q
Mayor/City Council	P		S					S						S		S	
City Manager	P		S							P				S		P	S
EMA Director	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S
Police Department	S	S		S	P	S		S		S	S	S		P		S	S
Fire Department	S		S	S		P		P		S			S	P		S	S
Finance Director	S			S			P							S		S	
Public Information Officer	S		P					S		S	S	S		S	S	S	S
Public Works Director	S			P			S	S	P	S				S		S	
Joplin Health Dept. Director	S						S	S					P	P	P	S	P
Red Cross/SW Mo.	S			S						S	P	P	S	S	S	S	S
Communications	S	P			S	S			S					S			
Hospitals (3)	S					S		S		S			S	S			S
Ambulance Service (METS)	S					S		S		S		S	S	S		S	S
Co. Div. of Family Services	S										S	S		S			S
County Coroner	S												S	S		S	
Human Resources	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

Annex A -- Direction & Control
Annex B -- Communication & Warning
Annex C -- Emergency Public Information
Annex D -- Damage Assessment
Annex E -- Law Enforcement
Annex F -- Fire & Rescue
Annex G -- Resource & Supply
Annex H -- Hazardous Materials
Annex I -- Public Works
Annex J -- Evacuation
Annex K -- In-place Shelter
Annex L -- Reception & Care
Annex M -- Medical & Health
Annex N -- Terrorism
Annex O -- Agriculture
Annex P -- Catastrophic Event
Annex Q -- Access and functional needs

FUNCTION & RESPONSIBILITY CHART

JASPER COUNTY P-Primary S-Support *Department/Individual*	ANNEX A	ANNEX B	ANNEX C	ANNEX D	ANNEX E	ANNEX F	ANNEX G	ANNEX H	ANNEX I	ANNEX J	ANNEX K	ANNEX L	ANNEX M	ANNEX N	ANNEX O	ANNEX P	ANNEX Q
County Commission	P		S					S	S					S		P	
EMA Director	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
County Sheriff	S	P		S	P	S		S		P	S	S		P		S	
County Assessor	S			P			S							S			
County Clerk	S			S			P							S		S	
Road Dist. Comm. (10)	S			S			S		P	S				S		S	
Municipal Fire Depts.	S			S		P		P		S				P		S	S
County Health Dept.	S												P	P			P
Red Cross/SW Mo./Eastern	S			S				S		S	P	P	S	S		S	S
County Coroner	S												S	S	S		
Public Information Officer	S		P					S		S	S	S		S	S		S
Joplin/Jasper Co. Shelter	S										S	S		S		S	S
Hospitals	S					S		S		S			S	S		S	S
Ambulance Services	S					S		S		S		S		S		S	S
Co. Div. of Family Services	S											S		S		S	

Annex A -- Direction & Control
Annex B -- Communication & Warning
Annex C -- Emergency Public Information
Annex D -- Damage Assessment
Annex E -- Law Enforcement
Annex F -- Fire & Rescue
Annex G -- Resource & Supply
Annex H -- Hazardous Materials
Annex I -- Public Works
Annex J -- Evacuation
Annex K -- In-place Shelter
Annex L -- Reception & Care
Annex M -- Medical & Health
Annex N -- Terrorism
Annex O -- Agriculture
Annex P -- Catastrophic Event
Annex Q -- Access and functional needs

Attachment B to Appendix 2
of the Basic Plan

TASK ASSIGNMENTS BY FUNCTION

A. Direction and Control

1. Policy decisions relating to emergency management.
2. Planning for emergency management.
3. Hazard mitigation activities.
4. Control of operations during disasters.
5. Coordinate and direct relief and recovery operations.
6. Coordinating all emergency management activities.
7. Testing and exercising.
8. Maintenance of current capabilities.
9. Emergency public information.

B. Communications and Warning

1. Monitoring all emergency situations to ensure proper response.
2. Developing and maintaining communications plans and procedures.
3. Training of personnel (full-time and supplementary).
4. Supporting all other emergency functions.
5. Develop warning plans and procedures for all identified hazards (see Basic Plan, Situation & Assumptions).
6. Train Sky-Warn spotters.
7. Develop dissemination procedures with communications.
8. Maintain and expand warning and alert devices (sirens, tone-activated receivers, etc.).

9. Participate in drills, tests, and exercises.

10. Update and change plans as necessary.

C. Emergency Public Information (EIP)

1. Pre-designate an information officer, who will be the point of contact for the media during disaster situations.

2. Develop provisions with the various departments to coordinate the release of information to the public.

3. Develop information authentication procedures.

4. Develop procedures to clear information with the chief executive before it is released to the public.

5. Develop procedures to utilize all news media for the release of information.

6. Develop EPI's for all hazards identified in the Basic Plan, Situation & Assumptions.

7. Develop rumor control procedures and plans.

8. Conduct an annual program to acquaint news media with emergency plans.

9. Participate in tests, drills, and exercises.

10. Revise and update plans as necessary.

D. Damage Assessment

1. Develop plans and procedures consistent with those of the state and federal government.

2. Recruit and train personnel.

3. During disaster operations provide intelligence expertise to Direction and Control.

4. During recovery, supplement federal and state officials by assisting in damage estimation reports.

5. Assist in mitigation activities by identifying potential problem areas.

6. Participate in drills, tests, and exercises.

7. Change and update plans as necessary.

E. Law Enforcement

1. Maintain law and order.

2. Site security and access control.

3. Traffic control.

4. Crowd control.

5. Communications and Warning support.

6. Fire and Medical support.

7. Develop liaison and coordination with other law enforcement groups.

8. Develop and maintain plans and procedures as necessary.

9. Participate in drills, tests, and exercises.

10. Update and change plans as required.

11. Develop training courses for auxiliaries and reserves.

F. Fire Service

1. Control fires.

2. Conduct fire prevention inspections.

3. Search and rescue.

4. Support traffic control, health and medical, communications and warning.

5. Hazardous materials incidents.

6. First Responder Medical Care.

7. Develop plans and procedures as necessary.

8. Update plans when required or conditions change.

9. Participate in drills, tests, and exercises.

10. Develop and conduct training courses in self-help fire prevention techniques.

G. Resource and Supply

1. Maintain and update resource lists of supplies and personnel for use in disaster situations.

2. With the assistance of other department heads, identify potential resource requirements.

3. Develop plans and procedures to ensure that adequate resources are available during or after a disaster that includes the relocation of such resources following an evacuation.

4. Identify resource shortfalls and methods by which they can be alleviated.

5. Develop emergency shelter stocking plans.

6. Participate in drills, tests, and exercises.

7. Update plans as required, or as local conditions change.

H. Hazardous Materials Emergency Operations

1. Develop and maintain plans for hazardous materials response.

2. Identification of primary transportation routes.

3. Title III facility information.

4. Participation in drills, tests, and exercises.

5. Conduct training class for first response agencies.

6. Revise and update plan as required.

I. Public Works

1. Debris removal.

2. Garbage disposal.

3. Road and bridge repairs.

4. Emergency utility service to critical facilities.

5. Restoration of normal utility service.

6. Flood control and emergency snow removal.

7. Damage assessment.

8. Support for traffic control, resources and supply, health and medical.

9. Participate in drills, tests, and exercises.

10. Update and change plans as required.

J. Evacuation

1. Develop plans for evacuations from one part of the county to another.

2. Identify potential evacuation routes.

3. Identify facilities or individuals with special "evacuation" needs (hospitals, nursing homes, invalids, etc.).

4. Identify "critical" facilities, which must be kept in operation.

5. Develop procedures for a continuous and orderly flow of traffic (breakdowns, rest areas, fuel supplies, etc.).

6. Participate in drills, tests, and exercises.

7. Update and change plans as required.

8. Develop and maintain EPI materials for the public.

K. In-place Shelter

1. Develop and maintain lists of identified shelters.

2. Participate in drills, tests, and exercises.

3. Update and change plans as required.

L. Reception and Care

1. Identify facilities that are suitable for temporary lodging and feeding facilities. Contact the owners/managers to ensure availability.

2. Develop procedures for the management of reception and care activities (feeding, registration, lodging, etc.).

3. Designate certain facilities for lodging and institutionalized groups.

4. Develop and have available registration forms that contain pertinent data.

5. Assist in the planning to make food and water available.

6. Develop procedures to assist evacuees with medical problems.

7. Participate in drills, tests, and exercises.

8. Update and change plans as required.

M. Health and Medical

1. Develop procedures that provide for public health sanitation services during an "emergency". SOGs with State agencies.

2. Work with local hospitals, as requested, plans to include evacuation and care for those who cannot be evacuated.

3. Work with nursing homes, as requested, to develop plans to include evacuation and care for those who cannot be evacuated.

4. Develop plans for mass inoculation against disease. SOGs with State agencies.

5. Provide assistance as needed for expanded mortuary services. Coroner and State Funeral Directors Association.

6. Develop procedures to augment regular medical staff with other trained persons in the community or from other agencies in the State and County Health Departments.

7. Provide additional help to augment Red Cross staff to provide medical care at reception centers should people be evacuated into the area. Also, help staff at first aid stations, if needed.

8. Develop Plans and response to Bioterrorism and Public Health Emergencies.

9. Participate in drills, tests, and exercises.

10. Revise and update plans as required

N. Terrorism

1. Develop procedures for investigation of terrorism events.

2. Develop procedures for evidence collection.

3. Operate under the unified command system at terrorist events.

4. Establish procedures for sharing of intelligence information with local key officials.

5. Work with Emergency Management PIO to ensure the proper release of information.

6. Plan for the mass evacuation of the general public

7. Work with public health to investigate biological events.

8. Work with emergency management/homeland security on targeting & possible threats.

O. Agriculture Terrorism

1. Determine which county and local agencies have responsibilities in an animal emergency for sheltering, feeding, and routine care of stray or abandoned pets, livestock, or exotic animals.

2. Maintain current listing or emergency contacts and resources necessary for an FAD response, or other animal emergencies.

3. Act as a liaison to local veterinarians, regulatory veterinarians, humane organizations, farm service agencies, and other responders on emergency planning and preparedness issues.

4. Produce and maintain maps with the locations of large animal operations or other special animal facilities identified.

5. Coordinate with local kennels and animal shelters for temporary pet sheltering and to provide information to residents and transients on animal care instructions and emergency procedures in the event of an evacuation or sheltering recommendation.

6. Coordinate with State agricultural/environmental officials to determine the best methods for disposing of dead animals.

7. Ensure accurate and credible information is relayed in a timely fashion and address questions, rumors and/or confusion about the emergency and its effects, as necessary.

P. Catastrophic Event

1. Provide operational concepts unique to catastrophic event planning and response.

2. Assign responsibilities to meet the needs of the local jurisdiction.

3. Expand the response and recovery organization for a catastrophic event.

4. Perform damage assessment of the affected areas(s) and report to the State EOC.

5. Institute the Communications Plan.

6. Identify locations for, and set up as needed, Points of Distribution for commodity distribution.

7. Identify available transportation resources for the movement of personnel and/or equipment.

8. Coordinate evacuation operations as needed.

9. Address the specific needs of the local jurisdictions associated with mass care, shelters, access and functional needs population and pets.

Q. Access and Functional Needs

1. Assist in the development of a plan for assisting persons with access and functional needs.

2. Develop a communications plan for those with access and functional needs.

3. Identify and designate individuals with special skills available to assist the population with access and functional needs.

4. Coordinate with private sector vendors to provide essential adaptive equipment and supplies to those in need.

5. Develop a communications plan specific to the needs of the access and functional needs
population.

6. Coordinate efforts in the areas of evacuation and sheltering.

Appendix 3 to the Basic Plan

EMERGENCY (DISASTER) CLASSIFICATION AND CONTROL PROCEDURE

A. Classifications

1. Level III

a. Definition

A Level I emergency is an occurrence that has the potential to require resources in excess of those available to the responding agency. The initial implication is that the responding agency will require a significant amount of assistance from another agency to bring the situation under control. This level will only be declared if the situation has the potential of escalating to a higher classification.

b. Classification Procedures

1) Initial control of the affected area will be established by the first ranking officer of the responding agency at the scene of the incident. He/She will maintain radio contact with the appropriate communications dispatch and will do so until relieved by a senior official.
2) When it becomes apparent, based on the information to the communications center, that control of the incident is beyond the response capabilities of the initial responding agency, a Level I emergency will be declared.

The following individuals have the authority to make this classification:

1) Senior (ranking) official at the scene. In some cases, there might only be one person at the scene initially.
2) Department Head of the responding agency when they become aware of the situation. They may or may not be at the scene.
3) Joplin-Jasper County Emergency Management Director.
4) The ranking person available from the chain of command for the affected jurisdiction. (See Line of Succession, Part IV, Basic Plan.)

c. EOC Staffing (see Appendix 2 to Annex A)

1) All department heads of the affected jurisdiction will be contacted and report to the EOC. At this time, it will be determined what personnel will be required to control operations. This determination will be made by the officials present.
2) Joplin-Jasper County Emergency Management Director.
3) An elected executive official of the affected jurisdiction or their designated successor.
4) The other political subdivisions in the county will be notified and may or may not be requested to furnish personnel for liaison should their resources be required by an escalation of the situation.

2. Level II

a. Definition

A Level II emergency is one that requires a major response and the significant commitment of resources from several governmental agencies but will still be within the capabilities of local resources to control. (Example: localized flooding, isolated tornado damage, etc.)

b. Classification Procedures

1) Initial procedures will be the same as those in a Level I incident.
2) A Level II declaration must come from the EOC.
3) It may or may not be made by an elected official. It can be declared by the chief elected official present, or their designated successor, or the Emergency Management Director

c. EOC Staffing (see Appendix 2 to Annex A)

1) All department heads will be notified by the Emergency Management Director, then the EOC staff will decide who is needed based on Level and scope of the emergency.
2) Joplin-Jasper County Emergency Management Director.
3) City of Joplin -- Mayor, City Manager, or their designated successor must be present.
4) Jasper County -- at least one of the County Commissioners or their designated successor.

3. Level I

a. Definition

A Level III emergency is one that requires an extensive response and commitment of resources from all departments/agencies and could necessitate requesting outside assistance. (Example: major tornado damage over large areas with extensive casualties, extensive flooding or any incident requiring an evacuation of a significant sized area).

b. Classification Procedures

1) Initial steps are the same as Level I and II emergencies.
2) Classification must come from the EOC.
3) It must be made by the chief elected official present.

c. EOC Staffing (see Appendix 2 to Annex A)

1) All Department and Agency heads
2) All elected officials available
3) Emergency Management Directors.
4) Other liaison personnel as required

B. Alerting Procedures

1. It will be the responsibility of the Emergency Management Director, the Deputy Emergency Management Director, or the communications shift supervisor (dispatcher) on duty to promptly spread the notification of a classified emergency. (See Appendix 2 to Annex A for EOC Notification List).

2. Operational checklists will be established and utilized in so far as possible. (See Communications & Warning, Annex B)

3. Situations requiring notification that are not covered by these checklists will be handled on a case-by-case basis by the Emergency Management Director and staff.

Appendix 4 to the Basic Plan

PROCEDURES FOR REQUESTING STATE AND FEDERAL ASSISTANCE

A. General Facts

1. If a situation develops that is beyond local capability, the Chief Elected Official may request assistance to supplement local and private relief efforts by requesting a declaration for an emergency or major disaster. The request will be submitted through SEMA to FEMA, Region VII. A Presidential Declaration authorized federal assistance under the Robert T. Stafford Act of 1988 (Public Law 93.288, as amended).

2. Requests for such assistance can only be made by the Chief Elected Official or his successor as outlined in this plan (see part VI of the Basic Plan), Continuity of Government).

3. Requests should only be made after local resources are exhausted.

4. The State Emergency Management Agency (SEMA) Response Coordinator (573-821-4683) shall be informed prior to making such a request.

B. Procedures

1. Analyze situation to determine:

   a. If a threat to life or property still exists.

   b. To ensure all local resources are committed.

2. Inform SEMA of your intention and why the request is being made.

3. Make the request to the Governor through SEMA: Response Coordinator- (573-821-4683). If the telephone or radio is used, a hard copy must be sent at the same time (telegram will suffice). FAX # 573-634-7966. Normal workday # 573-526-9100.

4. Await reply.

Appendix 5 to the Basic Plan

LISTING OF FEDERAL, STATE AND LOCAL AGENCIES

AGENCY	TELEPHONE #'S
Federal Emergency Management Agency (FEMA) (contact through SEMA)	
National Response Center of Department of Natural Resources	800-424-8802
U.S. Environmental Protection Agency	
Region VII	800-223-0425
CHEMTREC	800-424-9300
State Emergency Management Agency (SEMA) Director	573-526-9101
Deputy Director	573-526-9102
Response Coordinator	573-821-4683
email address: chris.gaut@sema.dps.mo.gov	573-634-7966
Missouri Department of Natural Resources	
Emergencies Only	573-634-2436
Emergency Response Office	573-526-3348
Missouri Department of Health	573-751-6400
Missouri Conservation Department	417-781-2811
Joplin Health Department	417-624-8277
FAX	417-624-6453
National Guard (local)	417-624-0722
Civil Air Patrol	888-211-1812 x 300
Red Cross (local)	417-624-4411
Salvation Army (local)	417-624-4528
Nathan Hicks (Coordinator)	417-483-5155
Mid-America Environmental	800-736-3590 417-358-3599
Sunbelt Environmental Services (Springfield)	800-333-5052

Appendix 6 to the Basic Plan

JOPLIN-JASPER COUNTY HAZARD ANALYSIS

		INCIDENT	POTENTIAL
1.	BUILDING-CONSTRUCTION COLLAPSE		X
2.	BOMB THREATS	X	
3.	DAMS		X
4.	DROUGHT	X	
5.	EARTHQUAKE		X
6.	EXPLOSION	X	
7.	FIRE	X	
8.	FLASH FLOOD	X	
9.	FLOODS	X	
10.	HAIL	X	
11.	HAZARDOUS MATERIALS		X
12.	HEALTH AND SANITATION		X
13.	HEAT	X	
14.	ICE STORM	X	
15.	MAJOR MINE CAVE-IN		X
16.	NUCLEAR ACCIDENT		X
17.	NUCLEAR ATTACK		X
18.	PIPELINES	X	
19.	POWER-UTILITY FAILURE	X	
20.	RIOTS		X
21.	SNOWSTORM	X	
22.	TERRORIST GROUPS		X
23.	TORNADO	X	
24.	TRANSPORTATION ACCIDENTS:		
	A. AIRPLANE (COMMERCIAL)	X	
	B. BUSES (SCHOOL, PRIVATE, COMMERCIAL)	X	
	C. TRAIN	X	
	D. TRUCK	X	
25.	WINDSTORM	X	

This Appendix also provides an overview of the various types of natural and technological hazards which could affect Joplin/Jasper County. These are the major types of hazards one might expect. For Terrorism types of hazards see Annex N.

NATURAL HAZARDS

Tornado — Since Missouri lies in the heart of the nation's "tornado alley", its residents are particularly vulnerable to tornadoes. Seventy percent of Missouri's tornadoes occur during the months of March, April May and June, but a tornado can occur at any time of the year. Because Joplin/Jasper County is in the heart of "tornado alley" it has had its share of tornadoes and is considered at risk to tornadoes.

Winter Storms — Although excessive snow falls with prolonged severe cold, or storms producing blizzard conditions are rare in Missouri, they do occur. Most snow usually falls during the months of December, January and February and on occasion a major storm comes in early March. The average snowfall is 8-12 inches per year. A large snowstorm accompanied by severe cold could cause numerous secondary hazards such as power failures, transportation incidents and fuel shortages.

Floods — Flooding is a potential risk in Jasper County. Waterways include Spring River, Center Creek, Dry Fork, White Oak Creek and several other small creeks and branches. Flooding could potentially occur anywhere in the county along these waterways. Jasper County and the City of Joplin plus most of the other cities participate in the National Flood Insurance Program.

Earthquake — Although major earthquakes in the Midwest occur less frequently than on the west coast, over 200 a year of lesser magnitude are felt in the "bootheel" area of Missouri. In the event of a magnitude of 7.6 earthquake along the New Madrid seismic zone, Jasper County could experience an intensity of VI on the Mercalli Scale which equates to moderate damage but normally not life threatening.

Other — Additional natural hazards that could affect Jasper County include: drought –A (prolonged period with no rain that can affect agriculture areas and impact water supply and systems) wildfire (uncontrolled burning in grasslands, brush, or woodlands). There is currently a Joplin/Jasper County Mitigation Plan being developed which will speak to all Natural Hazards.

TECHNOLOGICAL HAZARDS

Hazardous Materials

Jasper County is prone to hazardous materials incidents from both fixed containment sites and transportation accidents. There are numerous fixed facilities that store/use hazardous materials, seven major highways (I-44, I-49, US 71, Mo. 43, Mo. 59, Mo.96 and Mo. 37) and pipelines and two cross country railroads. For additional information, see Annex H.

Transportation Accident

This type of incident involves passenger air and rail travel that results in death or serious injury. There are no passenger rail lines in Jasper County, but the Joplin Airport does have airline passenger services. Highway incidents are usually excluded under this hazard and addressed under hazardous materials incident.

Dam Failure

There are several dams located inside Jasper County. For more information on dams affecting Jasper County, see Appendix 7.

Fire

Fire is the primary cause of accidental death in the United States, surpassing floods, automobile accidents and other disasters (20 times more deaths are caused by fire than by floods, hurricanes, tornadoes and earthquakes combined.) Fires are by far the most frequent hazard that will affect Jasper County. Fires may be accidental (lighting) or intentional (arson) and have the potential to cause major conflagrations, leading to secondary hazards, such as a hazardous materials incident.

Public Health Emergency

Public health emergencies can take many forms: diseases, epidemics, large-scale incidents of food or water contamination or extended periods of inadequate water or sewer services. There can also be harmful exposures to chemical, radiological agents, and large-scale infestations of disease carrying insects or rodents. Public health emergencies can occur as primary events by themselves, or they may be secondary events to another disaster or emergency, such as flood, tornado, or hazardous material incident. The common characteristic of most public health emergencies is that they adversely impact, or have the potential to adversely impact, a large number of people. They can be statewide, regional or localized.

Two public health hazards have recently emerged as issues of great concern, with far-reaching consequences. One would be the intentional release of a radiological, chemical, or biological agent, as a terrorist/WMD act of sabotage, to adversely impact many people. (See Annex N for mor information). The second hazard would be a deadly pandemic that could kill or sicken thousands of people across the country or around the globe. (See Annex M and refer to the "Local Public Health Emergency Plan")

Power Failure This type of incident involves any interruption or loss of electrical service due to disruption of power generation or transmission caused by accident, natural hazards, equipment failure or fuel shortage. A significant power failure would require the involvement of the emergency management organization to coordinate provision of food, water heating, etc.

Subsidence The sudden collapse of the ground surface to form sinkholes poses an immediate threat to life and property. The population at risk would be in areas where industrial or residential development has occurred above active or abandoned mines where underground cavity areas are present near the surface. Also, there are natural caves in the county.

Civil Disorder Any incident intended to disrupt community affairs and requiring police intervention to maintain public safety. Civil disorders are limited to the following types: Terrorist incidents, riots, strikes resulting in violence and demonstrations resulting in police intervention and arrests.

Although, the target areas and terrorist incidents are generally more easily defined, areas subject to riots or demonstrations may encompass large portions of the community. The types of facilities that could be targets of such activities include government buildings, military bases, schools/universities and correctional facilities.

Terrorism/WMD:

Terrorism is defined as: "the unlawful use of force or violence committed by a group(s) of two or more individuals, against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives." According to the FBI there are two types of Terrorism: Domestic Terrorism and International Terrorism.

Terrorism and/or use of WMD can take place in various forms depending on the technological means available to the terrorist, group, the nature of the political issue motivating the attack, and points of weakness of their target. Potential terrorist/WMD actions include: bombing, airline attacks, nuclear/biological/chemical attacks, infrastructure attack, arson, and assassinations.

Although this state has identified several different extremist groups, there have been no indications of any specific terrorist activities operating here. The potential does remain for some new extremist and/or terrorist group to move into the state. An open society, such as ours, which is dependent upon technology for its continued smooth operation, remains a potential target for terrorists. Additional information on terrorism is found in Annex N.

Appendix 7 of the Basic Plan

NIMS IMPLEMENTATION PLAN

I. Purpose

This document establishes the Jasper County National Incident Management System (NIMS) Implementation Plan. The purpose of this plan is to delineate a process to ensure that all Jasper County emergency response departments and agencies fulfill the requirements set forth in the *National Incident Management System* (NIMS).

In February 2003, President Bush issued *Homeland Security Presidential Directive -5, Management of Domestic Incidents* (HSPD-5) requiring all Federal departments and agencies to adopt the NIMS. Furthermore, HSPD-5 requires that during fiscal year 2005 all state and local governments adopt the NIMS and to use it in their domestic incident management and emergency prevention (including all mitigation, preparedness, response and recovery) activities in order to continue receiving "Federal preparedness assistance through grants, contracts or other activities".

To this end, all emergency service and support agencies within the city/county are required to adopt the NIMS if they wish to continue to receive federal funding. This plan illustrates the intended methods of incorporation of the NIMS into the emergency operations/response plans, procedures, policies, and training programs.

II. Scope

The provisions of this document apply to all departmental plans, procedures, policies, and training programs including those fulfilling emergency support functions (ESF) under the Joplin - Jasper County Emergency Operations Plan (EOP).

The provisions of this document apply to all sub-components (e.g., agencies, field offices, response assets, etc.) of or operating within the jurisdiction.

III. Responsibilities

The Chief Elected Officials will be responsible for:

1. Adopting policies that institutionalize the National Incident Management System.
2. Adopting the Incident Command System through resolution (**See example: Attachment A**), executive order or legislation as the Jasper County's official incident response system.
3. Directing that incident managers and response organizations in Jasper County train, exercise and use ICS in their response operations.

The Office of Emergency Management will be responsible for:

1. Reviewing local and departmental emergency operations plans to identify areas where ICS is applicable.
2. Assisting local organizations in the institutionalizing of NIMS by conducting planning sessions, coordinating training and coordinating guidelines implementation.

The Emergency Response Department/Agency heads will be responsible for:

1. Integrating ICS into functional and system-wide emergency operations policies, plans and procedures.

2. Integrating ICS training into training schedules for responders, supervisors and command level officers.

3. Conducting ICS oriented exercises that involve responders from multiple disciplines and jurisdictions.

IV. Concept of Implementation

According to the NIMS Integration Center, NIMS adoption will include four distinct phases. The first phase will be initial staff training, which will include completion of FEMA's Emergency Management Institute independent study courses on the National Incident Management System (NIMS) and the Incident Command System (ICS). All supervisors with responsibility over operational assets will be accountable for ensuring that all employees are fully trained in the ICS.

The second phase will include evaluation of existing plans, policies, and procedures to identify aspects in need of augmentation for NIMS compliance. In particular, Emergency Operations Plans (EOPs) must be evaluated for NIMS incorporation.

The third phase will be modification of existing plans, procedures, and policies to reflect NIMS adoption. This includes modification of any emergency response plans in support of the NRP and any internal emergency plans such as continuation of operations plans (COOP).

The fourth phase will verify achievement of the NIMS Integration Center's standards, including certification and credentialing of employees as well as conducting exercises to demonstrate compliance with the standards of the NIMS Integration Center. It is anticipated that the implementation phases will overlap in order to speed and strengthen the process.

Upon completion of the requirements outlined in this plan, a local ordinance, resolution or proclamation stating that the jurisdiction is NIMS compliant should be issued (see attachment for sample resolution).

Following this schedule will ensure that Jasper County meets the September 2005 deadline for NIMS adoption.

V. Phases of NIMS Adoption

A. Phase I – Initial Staff Training

1. All entry-level emergency service responders and departmental personnel should complete:

    a. Basic Incident Command System course.

2. All emergency service responders should complete all the requirements of the previous level, plus:

    a. Incident Command System for law enforcement, public works, etc.
    b. Intermediate Incident Command System

3. All emergency response service command level officers, division or battalion chiefs and department supervisors should complete all the requirements of the previous level, plus:

    a. Advanced Incident Command System
    b. IS-700 – National Incident Management System (or equivalent)

4. Department executives should support and endorse NIMS/ICS. ICS system and terminology should be integrated into the department or agency's "culture".

5. ICS training should be scheduled and on-going for all levels of responders and supervisors.

6. All emergency response service departments should conduct internal drills and exercises as determined by supervisors.

B. Phase II – Identification of Relevant Plans, Procedures, and Policies January 2005.

1. An organization or group should be established that will be responsible for the coordination of NIMS preparedness requirements. This organization should conduct a gap analysis to determine deficiencies and develop a timeline to correct them.

2. A review of the Local Emergency Operations Plan should be conducted to determine compliance requirements. The chart below lists each emergency support function (ESF) along with the primary responsible agency for that ESF.

ESF	TITLE	Primary Agency
N/A	Basic Plan	Office of Emergency Management
ESF-1	Direction & Control	Chief Elected Officials
ESF-2	Emergency Operations Center (EOC)	Office of Emergency Management
ESF-3	Communications & Warning	Emergency Communications Center
ESF-4	Public Information	Public Information Office
ESF-5	Resource Management	Purchasing Departments
ESF-6	Damage Assessment	Office of Emergency Management
ESF-7	In-Place Sheltering & Evacuations	Office of Emergency Management
ESF-8	Mass Care	American Red Cross
ESF-9	Law Enforcement	Police / Sheriff's Department
ESF-10	Fire	Fire Departments
ESF-11	Counter Terrorism	Police / Sheriff's Department
ESF-12	Hazardous Materials	Fire Departments
ESF-13	Public Health & Medical	Health Department

ESF-14	Public Works & Engineering	Public Works / Highway Department
ESF-15	Transportation	Highway Department
ESF-16	Energy	City Utilities
ESF-17	Food & Water	American Red Cross
ESF-18	Donations/Volunteer Management	American Red Cross
ESF-19	Animal Protection	Health Department / Humane Society
ESF-20	Military Support	Office of Emergency Management

3. A review of response agency plans, procedures, policies, and training programs should be conducted to determine compliance needs.

C. Phase III – Modification of Existing Plans, Procedures, and Policies September 2005.

1. All applicable emergency operations plans including emergency support functions, agency emergency response plans, internal response plans and continuity of operations plans should be modified to adopt NIMS principles and language.

2. Training programs should be modified to include NIMS practices.

3. A process should be initiated for the implementation, modification, testing and refinement of NIMS into the local plans and policies.

4. NIMS requirements should be implemented into the EOC function.

5. The use of a Joint Information System should be used for public information.

D. Phase IV – Supporting NIMS Integration Center Standards September 2006.

1. Review, development and establishment of credentialing and certification criteria in accordance with the *National Mutual Aid and Resource Management Initiative: Resource Definitions - 120 Resources* and other conventional guidance should be conducted.

2. Validation exercises should be conducted. Exercises should follow the format and standards set forth in the *Homeland Security Evaluation and Exercise Program*.

3. NIMS requires all field personnel to have the minimum knowledge, skills and experience necessary to perform activities safely and effectively. In order to ensure that this requirement is met, credentialing and certification of personnel and equipment should be conducted.

4. Guidance is still being developed for the credentialing and certification of equipment and personnel. As the guidance becomes available, implementation of these items will be conducted. This phase will be started in fiscal year 2005 with the understanding that the timeline will be modified as guidance is provided, and completion of these items will carry over into fiscal year 2006.

Appendix 8 of Basic Plan

RESOLUTION

DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN THE COUNTY OF JASPER, MISSOURI.

WHEREAS, the President of the United States in Homeland Security Presidential Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity;

WHEREAS, the collective input and guidance from all Federal, State, local, and tribal homeland security partners have been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive National Incident Management System;

WHEREAS, it is necessary and desirable that all Federal, State, local and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of Incident Management;

WHEREAS, to facilitate the most efficient and effective Incident Management it is critical that Federal, State, local, and tribal organizations utilize: standardized terminology; standardized organizational structures; interoperable communications; consolidated action plans; unified command structures; uniform personnel qualification standards; uniform standards for planning, training, and exercising; comprehensive resource management; and designated incident facilities during emergencies or disasters;

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the ability of the County of Jasper, Missouri, to utilize federal funding to enhance local agency readiness, maintain first responder safety, and streamline Incident Management processes;

WHEREAS, the Incident Command System components of NIMS are already an integral part of various Incident Management activities throughout the County of Jasper, Missouri, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System;

NOW, THEREFORE, I,_____, Presiding Commissioner of the County of Jasper, Missouri, by the virtue of the authority vested in me by the Constitution and Laws of the State of Missouri do hereby establish the National Incident Management System (NIMS) as the County standard for Incident Management.

ANNEX A

DIRECTION AND CONTROL

I. PURPOSE

A. When an emergency occurs, centralized direction and control is required to facilitate coordinated responses by the chief executive and key staff, emergency support service personnel, and representatives of private sector organizations or individuals who have assigned emergency responsibilities. The most effective way to exercise direction and control under emergency conditions is to provide a single site for key officials -- an emergency operating center or EOC.

B. This annex will develop the capability for the chief executive and key local officials of Joplin and Jasper County to direct and control response and recovery operations from a centralized facility in the event of an emergency.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Joplin-Jasper County is subject to many hazards (see Basic Plan, Situation & Assumptions) that would require the use of a centralized emergency operating center (EOC) to facilitate policy making, coordination, and control of operating forces in a large-scale emergency.

2. Jasper County and its incorporated subdivisions are separate entities and thus will control operations from EOCs within their respective jurisdiction with the exception of Jasper County and the City of Joplin which will both use the same EOC.

3. Joplin-Jasper County Primary EOC

a. The lower level of the Joplin Municipal Building will serve as the primary EOC for Joplin-Jasper County emergency operations.

b. The building for the Joplin-Jasper County EOC was constructed and designed with the emergency operations center in mind. The building is built of stressed concrete

with reinforced steel. The EOC is located on the ground floor with only the east side not underground.

c. All local government communications are permanently installed in the building at the lower level and are operated 24 hours a day by the Joplin Emergency Communications Center. The facility is used daily by members of the City departments and agencies and is prepared for immediate adjustment to emergency conditions. It also has an emergency power system. (See Annex B Communications and Warnings)

4. When the Joplin-Jasper County EOC is untenable, alternate sights may be selected at one of the following:

a. Carthage Fire Station

This facility serves as the primary EOC for the City of Carthage. In an emergency situation all communications for the City of Carthage are handled from this EOC. It also has emergency power.

b. Joplin Public Safety Training Facility

c. Public Works Center

5. A base station for 800 MHZ is located at the EOC and is available to be moved as needed to provide communication for Joplin emergency services.

6. The various incorporated subdivisions will assume direction and control responsibilities for their respective area. The unincorporated areas of the county would fall under the purview of the County Commission.

7. The above mentioned EOCs have the ability to communicate with necessary local, state, and federal agencies.

B. Assumptions

1. The EOC and Direction and Control procedures described in this annex will be adequate for all disaster conditions that could arise for Joplin-Jasper County.

2. Higher levels of government will participate in developing the EOC procedures necessary for the proper response.

3. Local officials will respond as directed in this annex and Appendix 3 of the Basic Plan.

4. When a classified emergency occurs or threatens to occur, the EOC will be activated in a timely manner.

5. Should a total evacuation become necessary, operations can be successfully controlled from nearby safe locations.

III. CONCEPT OF OPERATIONS

A. General

1. The EOC will be activated by the procedures within the guidelines of Appendix 3 to the Basic Plan.

2. Upon notification of an emergency or impending condition, the EOC will be activated by the highest elected official or designee. The EOC staff will be notified by the fastest means available and will report to the EOC as soon as possible.

3. The next extent to which the EOC is staffed will depend upon the nature and scope of the emergency. All situations will not require the full staffing of the EOC or the notification of all EOC personnel.

3. During the period of impending emergency, city and or county officials will be provided periodic situation reports and will be alerted for possible EOC duty by the Emergency Management Director or designated representative.

4. In most cases the composition of the necessary EOC staff will be determined after all have been called in and are present.

6. Space will be provided in the EOC for the chief executive and principal advisors, damage assessment staff, law enforcement, fire, and public information. Space for briefing the media will be available but separate from actual operations rooms.

7. The majority of agencies will operate from the EOC with the exception of those agencies with numerous records and files who will operate from their normal offices but will send a representative to the EOC when called upon to do so.

8. The Emergency Management Director must maintain the capability to activate the EOC on short notice and maintain a 24 hour a day operation.

9. Although the elected government officials and department heads will control operations, the Emergency Management Director will manage and maintain the EOC.

10. The decision to discontinue operations will be made by the chief elected officials.

B. Actions to be Taken by Operating Time Frames

1. Mitigation

a. Analyze potential disasters (see Basic Plan, Situation & Assumptions) and expand EOC capabilities to meet all situations.

b. Identify facilities, agencies, personnel, and resources necessary to support EOC operations.

c. Develop procedures for upgrading the EOC.

d. Train Direction and Control staff in EOC procedures (tests and exercises).

e. Develop a public information program to exercise citizen awareness of the EOC facility and its purpose. Conduct tours and give briefings as necessary.

f. Develop plans to relocate EOC operations should it become necessary.

g. Prepare displays and acquire other equipment necessary for EOC operation.

h. Develop a media and rumor control program.

i. Stock administrative supplies and equipment.

j. Develop a method for message handling within the EOC.

k. Develop EOC security procedures.

l. Conduct exercises and critiques of EOC procedures with all EOC staff.

m. Develop information packets to be distributed to Direction and Control staff when the EOC is activated. These packets should contain, but not be limited to, the following:

1) EOC Standard Operating Guidelines (SOGs)
2) EOC layout/floor plan
3) Message handling procedures include receiving, transmitting, preparing, and logging.

2. Preparedness

   a. Alert appropriate staff depending upon the potential situation, activity, required.

   b. Take actions as necessary (issue warnings and disseminate public information, etc.).

   c. Test communications.

   d. Inventory equipment and supplies and alleviate shortages.

   e. Establish contact with higher levels of government and neighboring jurisdictions.

   f. Initiate EOC security procedures.

   g. Alert participating organizations outside of government.

   h. Conduct initial staff briefing and establish work and briefing schedule.

   i. Maintain alert status until the situation changes or the decision to discontinue operations is given.

3. Response

   a. Coordinate actions as required by the situation.

   b. Begin Damage Assessment and/or operations to meet the needs of the situation and establish situation reports.

   c. Conduct a regular situation briefing to include reports from operating departments/agencies.

   d. Report situation to higher levels of government.

   e. Maintain a record of all actions taken to include messages received or sent.

   f. Continue this level of activity until recovery begins.

4. Recovery

   a. Tabulate damage to include displaced persons and request outside assistance if necessary.

   b. Assimilate expenditure data and cost figures for payment and final damage estimation.

   c. Repair equipment and replenish supplies.

   d. Begin deactivation of EOC as conditions permit.

   e. Conduct critiques and initiate actions to improve future response capabilities.

   f. Prepare and submit after-action report to the State Emergency Management Agency (SEMA).

   g. SITREP and Disaster Summary forms to be sent to SEMA.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The Direction and Control (EOC) function will be organized as shown by the chart in Appendix 1 to this annex. In the event of a Terrorist attack refer to Annex N.

B. Assignment of Responsibilities

1. The responsibility for overall direction and control of operations rests with the elected officials and department heads.

2. The Emergency Management Director is responsible for serving as the key advisor to the chief elected official. The Director is also responsible for the internal operation of the EOC.

3. Security for the EOC will be the responsibility of the law enforcement agency in each jurisdiction.

4. Supplies for the EOC will be the responsibility of the Emergency Management Director with support from the Resource and Supply section as necessary.

V. DIRECTION AND CONTROL

A. Although the Emergency Management Director manages operations within the EOC, his/her authority does not exceed that of the department heads. In addition to his/her task as chief advisor to the elected officials and the department heads, he/she will be responsible for the following:

1. Provide housekeeping service.

2. Insure proper message handling.

3. Provide clerical and administrative services to include record keeping.

B. A request for state and federal assistance can only be made by the chief elected official or his authorized successor (See Appendix 4 to the Basic Plan).

VI. CONTINUITY OF GOVERNMENT

A. The elected officials and departments have established lines of succession, and these are located in each appropriate annex. (See also Basic Plan, Section VI, Part A.)

B. The line of succession to the Joplin-Jasper County Emergency Management Director is as follows:

1. Emergency Management Director

2. Joplin Fire Chief

3. Senior Clerk/Deputy

C. If the primary EOC is not able to function, an alternate EOC will be used (see Section II of this annex).

D. Should it become necessary to evacuate the entire county, the EOC will be moved to the nearest safe location.

VII. ADMINISTRATION AND LOGISTICS

A. All requests for assistance, all general messages, and all reports will be handled using the procedures and forms found in appendices to this annex. The use of reports will vary according to the type of emergency involved.

B. A record of all persons entering and departing from the EOC will be maintained by security personnel at the entrance. All personnel will be issued a pass to be worn while in the EOC and to be returned when departing from the premises.

C. Media personnel will be provided with telephones within an area of the EOC if possible. Scheduled news conferences will be held at regular intervals. Media personnel will be permitted to tour the EOC in small groups when accompanied by the public information officer.

D. Resource and Supply will maintain records of all expenses incurred because of the disaster. This will include personnel, supplies, and recovery operations costs.

VIII. PLAN DEVELOPMENT AND MAINTENANCE

This annex will be maintained and updated regularly by the Joplin-Jasper County Emergency Management Director.

APPENDICES

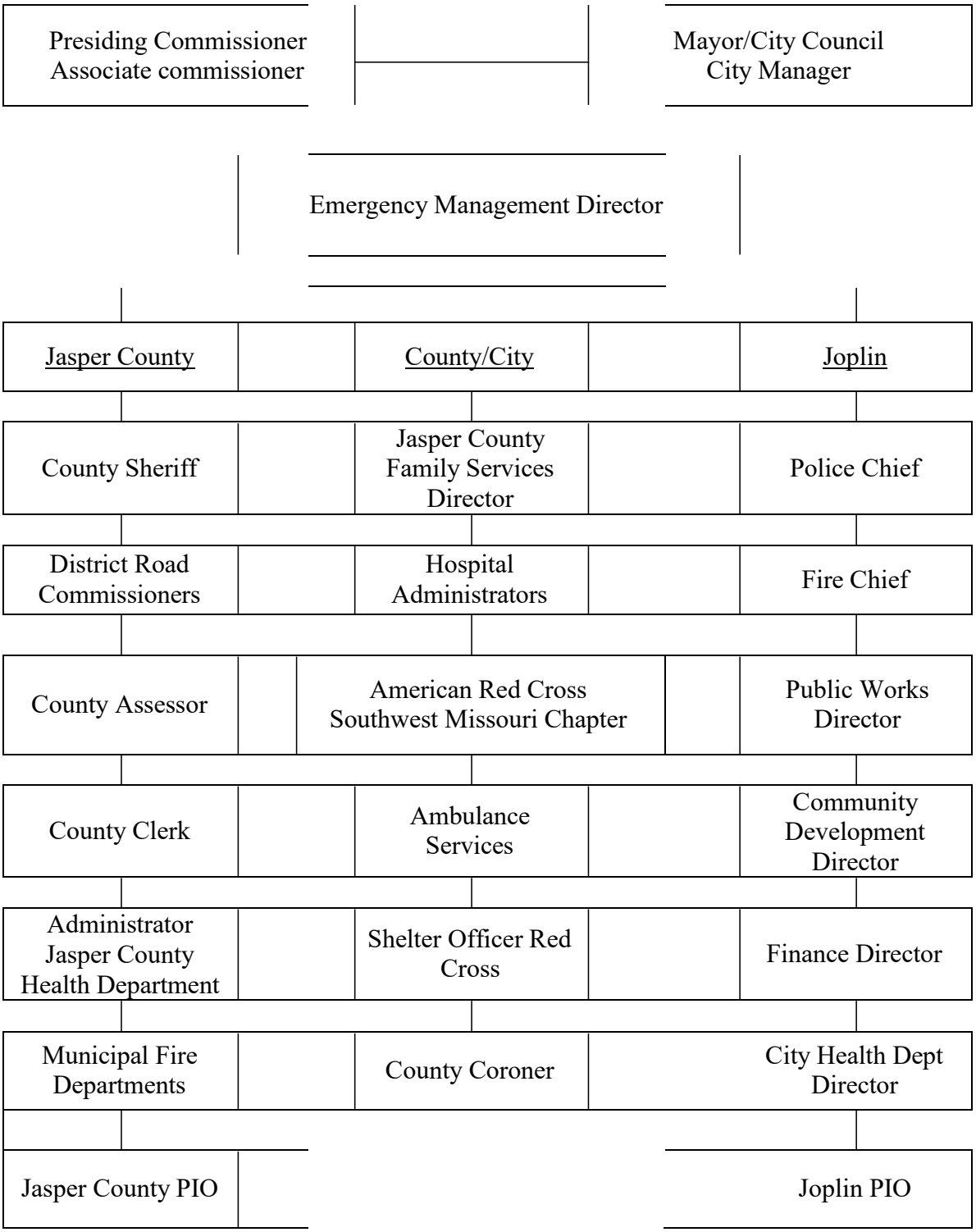
1. Direction & Control Organizational Chart
2. EOC Notification List
3. Message Handling Procedures & Forms

   Attachment A -- Message Form

   Attachment B -- Communications Log
4. Joplin-Jasper County EOC Floor Plan
5. Emergency Operations Center SOG
6. Operation of Emergency Standby Equipment
7. ICS/IMS Diagram
8. Expense Form

Appendix 1 to Annex A

DIRECTION & CONTROL ORGANIZATIONAL CHART
DIRECTION & CONTROL



Appendix 2 to Annex A

EOC NOTIFICATION LIST

JASPER COUNTY

See Supplemental Annex

EOC NOTIFICATION LIST

CITY OF JOPLIN

See Supplemental Annex

Appendix 3 to Annex A

MESSAGE HANDLING PROCEDURES & FORMS

A. Message Handling Procedures

1. Attachment A to this Appendix contains a copy of the message form that should be used for a classified emergency.

2. Telephones and/or runners will carry messages back and forth from the EOC and various agencies involved that are not located in the EOC. See Appendix 4 to Annex B for complete message handling procedures.

3. All messages, incoming and outgoing, will be logged for future reference. See Attachment B to this Annex for a copy of the log form.

4. All personnel for message handling will be furnished by the Joplin-Jasper County Emergency Management office and/or appropriate law enforcement agency.

B. Message Forms

(See Attachments A & B to this Appendix.)

Attachment A
Appendix 3 to Annex A

MESSAGE FORM

(For Message Center Use)

Time Received:_____ Date:_____ By: _____

Priority: (Circle) 1-Red 2-Yellow 3-Green

Responsible Agency:

JOPLIN-JASPER COUNTY EMERGENCY PREPAREDNESS

No. _____

MESSAGE

TO: EOC_____ OTHER _____

From: _____

Address: _____
Telephone #: _____
Radio #: _____

Action Taken:

Attachment B
Appendix 3 to Annex A

SIGNIFICANT EVENTS LOG

Date:_____Operator:_____Shift: _____

TO	FROM	IN/OUT	SUBJECT	TIME

Appendix 4 to Annex A

JOPLIN-JASPER COUNTY EOC
FLOOR PLAN

ON FILE IN THE EOC

Appendix 5 to Annex A

EMERGENCY OPERATING CENTER STANDARD OPERATING GUIDELINE

REFERENCE SUPPLEMENTAL ANNEX

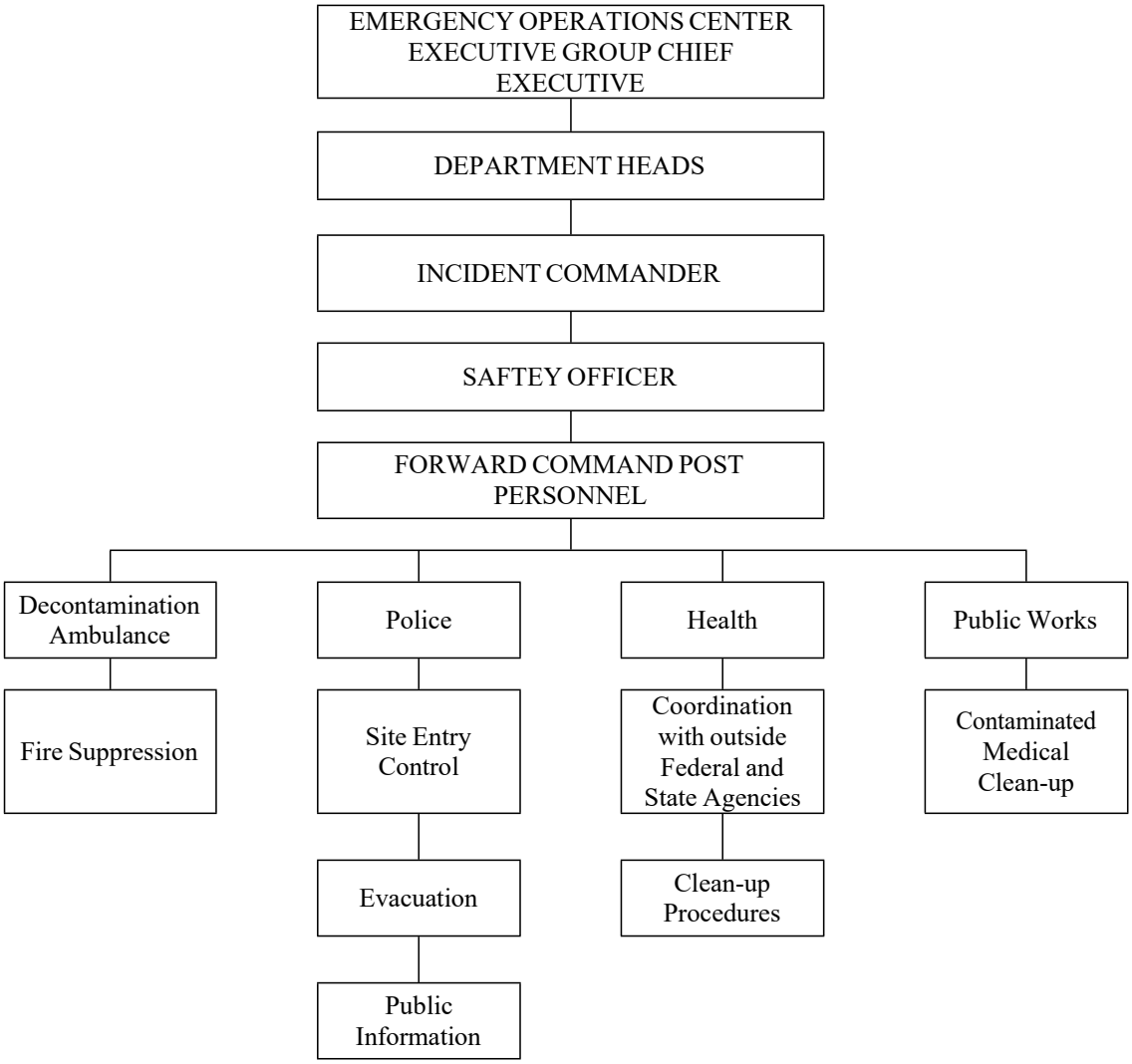
Appendix 6 to Annex A

OPERATION OF EMERGENCY STANDBY EQUIPMENT

Detailed information to place building on full emergency standby condition on file in the Emergency Operations Center.

Appendix 7 to Annex A

INCIDENT MANAGEMENT SYSTEM



Appendix 8 to Annex A

EXPENSE FORM

Expense forms are on file in the EOC

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ANNEX B

COMMUNICATIONS AND WARNING

I. PURPOSE

A. The ability of local government to direct its emergency forces through adequate communications is essential to effective operations in an emergency. Because emergencies can threaten life and property, a local jurisdiction must also have an effective method of alerting key personnel and warning the public.

B. Although communications and warning systems designed to meet day-to-day needs of government are already in existence in Joplin and Jasper County, it is necessary to plan for the effective use of these resources in the event of a disaster. This annex is developed to provide information and guidance concerning available or potentially available communications and warning capabilities of Joplin and Jasper County and how they can be augmented.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Joplin and Jasper County could find itself subjected to many hazards (see Basic Plan, Situation & Assumptions) that would require activating emergency communications and warning operations.

2. Joplin and Jasper County receives initial warning information from the Missouri State Highway Patrol Troop D Headquarters in Springfield. The NAWAS point is located in the Joplin Communications Center.

3. The primary communications and warning capabilities for Joplin and Jasper County exist in the law enforcement agencies -- County Sheriff and municipal police departments.

4. Law enforcement services are available through the Jasper County Sheriff's Department and municipal police departments: Joplin, Carthage, Jasper, Carl Junction, Webb City, Carterville, Sarcoxie, Duenweg, Purcell and Oronogo.

5. The Joplin Communications Center Dispatch is located in the Joplin-Jasper County EOC. The Joplin Communications Center provides dispatching for the Joplin Police Department, the Joplin Fire Department, Duquesne PD, MSSU (after hours) and Newton County Ambulance District (NCAD) through the emergency 9-1-1 number. They are responsible for activating the outdoor warning sirens for Joplin, Duquesne, and Airport Drive. They operate 24 hours a day.

6. JASCO 9-1-1 Communications Center provides dispatching for Metro Emergency Transportation Services (METS), Jasper County Sheriff's Department and the remainder of the communities in Jasper County. The Center operates 24 hours a day. Webb City PD, Carthage PD and Carl Junction PD dispatch for their own departments.

7. The Joplin Emergency Communications Center has added an ACU1000 to complement its ability to interoperate with other agency partners within the immediate area surrounding the City of Joplin. It is capable of "cross-banding" other agency wireless communications devices, i.e. VHF, UHF, Telephony, Ham, 800Mhz. This will allow communications between regional partners, using various differing radio systems, during mutual aid events. This should allow enhanced field communications between all entities and provide a mechanism for cross-communication with each other or interoperate on common channels designated within the respective radio systems.

8. The City of Joplin and eleven other communities in Jasper County have outdoor warning devices (see Attachment B, Appendix 2 to this Annex). Warning in these communities and the remaining areas of Jasper County will be supplemented with mobile public address operations by the Sheriff and municipal police departments. Radio and television will also broadcast the warning along with EAS and NOAA Weather Radio. NOAA Weather Radio Network is operated by the National Weather Service (NWS). Severe weather updates, including tornado and severe thunderstorm warnings, flash flood warnings and other 24-hour weather advisories are broadcast by the NWS for the affected area. There are many radios available, and they can be easily purchased. Under a new agreement between SEMA and NWS signed in January 2002, NWS will also disseminate Civil Emergency Massages (CEMs) through NOAA. The types of messages and/or broadcast are at the discretion of the local NWS office.

9. The communications system as described is adequate to deal with most emergency situations in Joplin-Jasper County, but in a severe emergency, augmentation may be required.

B. Assumptions

1. It is assumed that the existing communications and warning system in Joplin-Jasper County will survive and remain functional regardless of which type of disaster strikes the area. A back up base is maintained at the Joplin Fire Department for use if needed during a situation where normal communications are down due to a disaster.

2. This annex will aid timely emergency responses during disasters by insuring coordination of all communication and warning systems.

3. If the situation is such that local systems are overtaxed, the state will be able to augment local resources during the response and recovery phases.

4. Ham radio operators with SOG sophisticated equipment and skills, are available in the area and can assist during disaster situations.

5. Regardless of how well developed a warning system is, some citizens will ignore, not hear, or not understand warnings of impending disasters broadcast over radio or television or sounded by local siren systems. If time allows, mobile public address and even door-to-door operations may be required in some disaster situations. The Joplin Police Department and County 9-1-1 Emergency Communications have Reverse 9-1-1 capabilities to call an identified area to notify residences of impending disaster and give them options on what actions are to be taken to minimize the effect of the incident.

6. In most cases the communications center personnel in conjunction with the public safety officer on the scene, will make the initial determination that a classified emergency has occurred or is developing (see Appendix 3 to the Basic Plan of emergency classification, control, and alerting procedures).

III. CONCEPT OF OPERATIONS

A. General

1. Ultimate responsibility for developing and maintaining an emergency operations communication and warning capability lies with local government.

2. The communications and warning operations will be controlled by the County Sheriff and Municipal Police Departments. (See Part IV to this annex)

3. During classified emergencies, curtailment of routine action will be necessary. The degree of this curtailment will be determined by the chief communications officer and will depend upon the severity of the situation.

4. During emergency operations, all departments will maintain their existing equipment and procedures for communicating with their field operations. They will keep the EOC informed of their operations at all times and will maintain communications liaison with the EOC.

5. Communications between the state and local EOC will be primarily through land lines telephone links.

6. Although most warning alerts come from outside sources (i.e., State, National Weather Service, etc.), Joplin-Jasper County will develop and maintain the capability to identify potential problems and insure a timely warning on its own.

7. When warnings are issued all available systems will be utilized such as television, radio, sirens and tone activated receivers to alert private residences, schools, business, industry, nursing homes, hospitals, etc.

8. Tests and educational programs will be conducted regularly to ensure the public understands the various warnings.

B. Tasks to be Accomplished by Time Frame

1. Mitigation

a. Review and update this annex and its appendices at least yearly.

b. Formulate long-range plans for improvements and follow through with them.

c. Conduct training for all personnel (full-time, part-time, and supplementary) in:

1) Weather spotting
2) Message flow when EOC is activated
3) Emergency classification
3) Damage assessment
4) Warning systems activation procedure
6) Other subjects as required to support other functions

d. Participate in regular tests and exercises.

e. Inspect and maintain all equipment on a regular basis.

f. Identify private sector resources (telephone companies) that can augment local communications capabilities to include repair and supply.

g. Analyze equipment locations with regard to possible destruction from hazards.

h. Coordinate communications and warning capabilities with neighboring jurisdictions.

i. Ensure that repair capability exists under emergency conditions.

j. Develop procedures to provide coverage should any equipment become disabled.

k. Work with PIO to distribute information to the media and public for educational purposes.

l. Develop procedures to warn and/or communicate information to special needs groups (hearing impaired persons, persons with visual impairments, non-English speaking groups, etc.).

2. Preparedness

a. Initiate personnel call-up as necessary, depending upon the potential of the situation.

b. Activate appropriate warning systems.

c. Run equipment readiness checks to include emergency power.

d. Activate alternate systems and procedures if necessary.

e. Provide adequate communication support to EOC staff.

f. Check communication links with state and federal agencies.

3. Response

a. Activate warning system if not already done.

b. Activate all necessary personnel to meet communications needs.

c. Provide communication for agencies in the field.

d. Make the emergency classification if necessary.

e. Maintain and provide information to decision makers.

f. Report on communications and warning systems status to the EOC staff.

g. Make necessary repairs or switch to alternate systems as breakdowns occur.

4. Recovery

a. Continue response level operations until orders to discontinue operations are received.

b. Provide communication support to Damage Assessment.

c. Make repairs and inventory equipment and supplies. Report status to the EOC staff.

d. Participate in after action reports and critique.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the communications and warning function in Joplin-Jasper County is provided in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. Overall coordination and control of communications and warning in Jasper County is the responsibility of the Sheriff.

2. The municipal police chiefs will be responsible for all communications and warnings within their jurisdiction.

3. Those areas of the County that do not have sufficient communications and warning capabilities will be provided by the Sheriff's Department.

4. The Sheriff's Department and all municipal police departments are responsible for keeping the EOC informed of their operations at all times with regard to communications and warning activities.

V. DIRECTION AND CONTROL

A. For incidents that have reached an emergency classification (see Appendix 3 to the Basic Plan), overall direction and control will be from the designated EOC within the affected area or subdivision.

B. Specific department heads may be designated to maintain operational control of their own communications systems but will coordinate with the EOC during emergency operations. All departments must become familiar with the procedures outlined in this annex.

C. When a classified emergency occurs, normal operating procedures will be altered as necessary to insure adequate direction and control.

D. Outside communications and warning resources used to support emergency operations will remain under the direct control of the sponsoring organization but will be assigned by the EOC to respond as necessary.

VI. CONTINUITY OF GOVERNMENT

A. Lines of succession to each department head and other key personnel positions shall be according to the procedures and normal lines of succession established in the respective departments' SOGs.

B. In the event the primary communications and warning facilities or equipment become inoperable, SOGs should be developed to provide for backup equipment or an alternate facility (see Annex A, Direction and Control).

C. All records vital to the continued functioning of the communications and warning section should be duplicated and maintained at another location. If this is not possible, plans should be developed to move these documents to an alternative site.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. Lists needed

a. Notification lists for all departments to include everyone in the chain of command.

b. Phone numbers and radio frequencies of neighboring jurisdictions and state agencies.

2. Training requirements -- It is the responsibility of each agency to ensure that their personnel are familiar with emergency classifications and communications procedures as outlined in Appendix 3 to the Basic Plan and the agencies' own SOG.

3. Record keeping and accounting procedures -- See appropriate county/city regulations.

B. Logistics

1. Facilities and equipment -- A complete list of all communications facilities and equipment is maintained by each agency identified in Appendix 2 to this annex.

2. Requisition and Supply (see Resource and Supply, Annex G).

VIII. PLAN DEVELOPMENT AND MAINTENANCE

The Emergency Management Director will be responsible for the maintenance and improvement of this annex. It will be reviewed, updated, and modified as necessary, but not less than annually.

APPENDICES

1. Joplin Warning Chart
2. Joplin and Jasper County Communications & Warning Capabilities

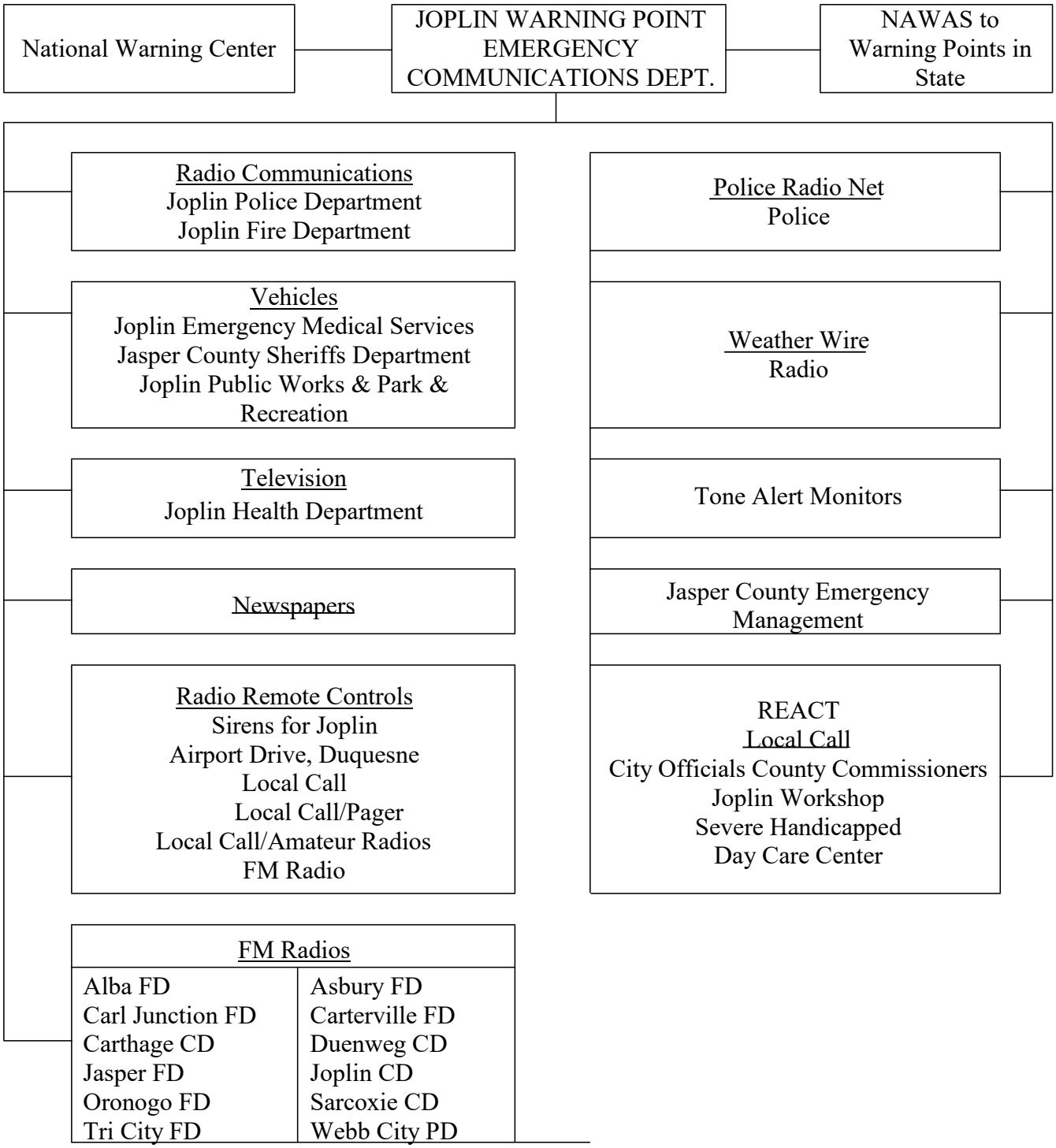
   Attachment B - National Warning System (NAWAS) & Outdoor Sirens

   Attachment C - Locations of Warning Devices (Maps)
3. Weather Watch & Alert Procedure

   Attachment A - Severe Weather
4. Message Handling Procedures

Appendix 1 to Annex B

JOPLIN WARNING CHART



Frequency Chart on file in the EOC.

Appendix 2 to Annex B

JOPLIN AND JASPER COUNTY COMMUNICATIONS & WARNING CAPABILITIES

A. Joplin Emergency Communications Center

1. Radio Frequencies

Joplin Police/Fire	(base)	856.4875
	(base)	857.4875
	(base)	858.4875
	(base)	859.4875
	(base)	860.4875
	(mobile)	811.4875
	(mobile)	812.4875
	(mobile)	813.4875
	(mobile)	814.4875
	(mobile)	815.4875
City of Joplin (Public Works)		854.9625
		855.9625
		809.9625
		810.9625
Missouri Point to Point		155.370
Mutual Aid - Police		155.475
Emergency Preparedness		155.145
Hospital/Ambulance		155.340
Jasper County Sheriff (monitor only)		156.210
Missouri Highway Patrol (monitor only)		42.120

2. The Joplin Police Department base station is located at the Police Department and EOC. Department vehicles are equipped with radio communications.

3. Outdoor Sirens - 33 sirens located in Joplin, 1 siren in Duquesne, and 2 sirens in Airport Drive are activated from the EOC by Communication Operators. (See Attachment B to this Appendix)

4. National Warning System (NAWAS) - The NAWAS Warning Point equipment is located in the Joplin Emergency Communications Center. The system is used for receiving national attack warnings and for communications to other warning points in the State for natural and man-made disasters. (See Attachment B to Appendix 3 of this Annex)

5. Other radio communications located in the EOC:

   a. Joplin Public Works Base

   b. Weather Spotter Radios - FM 155.145

   c. Public Works/EOC Base Station- KNDX-291

6. Commercial Telephone

   Office and Telephone numbers are as follows:

a.	Municipal Building Switchboard	624-0820 + ext.
b.	Joplin Police Department	623-3131 623-3132 623-3133 Emergency Number 911
c.	Joplin Fire Department	624-0403 Emergency Number 911
d.	METS & NCAD	Emergency Number 911
e.	EOC	623-5858 624-2141 624-0820 ext. 1260, 1261

8. Reverse 911 Capabilities—If an incident occurs the 911 system can be given an area and then automatically will call all those within that area to notify them of the incident and give them options on what action they can take to minimize the effect of the incident.

9. Primary and Local EAS Television and Radio Stations

   Refer to Annex C Emergency Public Information page 2

10. NOAA Weather Radio

B. Other Communications Available: See Supplemental List on file in the EOC.

Attachment A
Appendix 2 to Annex B

MISSOURI WARNING POINT (NAWAS) & OUTDOOR SIRENS

National Warning System Operation (NAWAS)

A. Joplin

1. The NAWAS is a full period, private line telephone system used to convey warning of an enemy attack or natural disasters to federal, state, and local governments, as well as the military and civilian population.

    a. NAWAS conveys warning of attacks to warning points throughout the United States from which the warning is disseminated to all populated areas to trigger community emergency survival plans. NAWAS, operating 24 hours a day, is designed for simultaneous issuance of warning to all stations on the system. The system is used locally for tornadoes, fires, and evacuation from hazardous materials spills or releases.

2. The NAWAS/weather phone is located in the Communications Center at the fire console.

    a. The center is kept advised of impending severe weather conditions.

    b. The center can also request weather information from the National Weather Service via the NAWAS phone. Due to Federal Emergency Management Agency (FEMA) mandated changes in the Missouri NAWAS network, local jurisdictions no longer can contact the National Weather Service, Pleasant Hill, or Springfield office directly. To request information from these weather services offices, you will have to call the State Warning Point, Troop F (573-751-1000), and request to be bridged to the office you desire.

    If you were unsuccessful in having Troop F bridge to the weather service, you can contact them by calling (800) 762-4363. This telephone number will only be used for our official purposes. It will not be given out to any other agency.

3. The NAWAS is checked every 8 hours for proper operating conditions. Dispatchers will answer the NAWAS roll call when Joplin is paged.

4. Tornado Mode

a. The Warning siren system is to be sounded only after the Communications Operator has been notified by weather monitor, weather pager, teletype, or public safety personnel that a tornado has been sighted or a tornado warning has been issued by the National Weather Service for Jasper, Newton or Cherokee County. The sirens will also be sounded if sustained winds are 75 mph or higher. The DNT/Internet weather warning systems will be available assuming power is available.

b. In the event a tornado is spotted by the general public or public safety personnel, contact the National Weather Service via NAWAS and report the time and direction of its travel, if possible.

1) "This is Joplin Emergency Communications. A tornado warning has been issued. Tornado warning system will be activated at this time".

2) Tornado mode of tone Encoded will then be used
   a) The system will automatically sound for three (3) minutes.

   b) In the unlikely event sirens stay on longer than three (3) minutes, Cancel Mode will stop the system.
3) After sirens have been activated, contact the following personnel/agencies and advise them that a tornado has been sighted in the area:
   a) Police
   b) Fire
   c) Emergency Management
   d) City Manager
   e) Communications Manager

6. Test

a. Weather permitting, the second Wednesday of the month will be a test day. Sirens will be activated at 10:00am. Tornado monthly test will be activated. The test will last for one minute.

b. Joplin Siren Locations

Newman & Duquesne
26th & Douglas
4th & Adele
Memorial Hall
12th & Highview
22nd & Illinois
26th & Jefferson

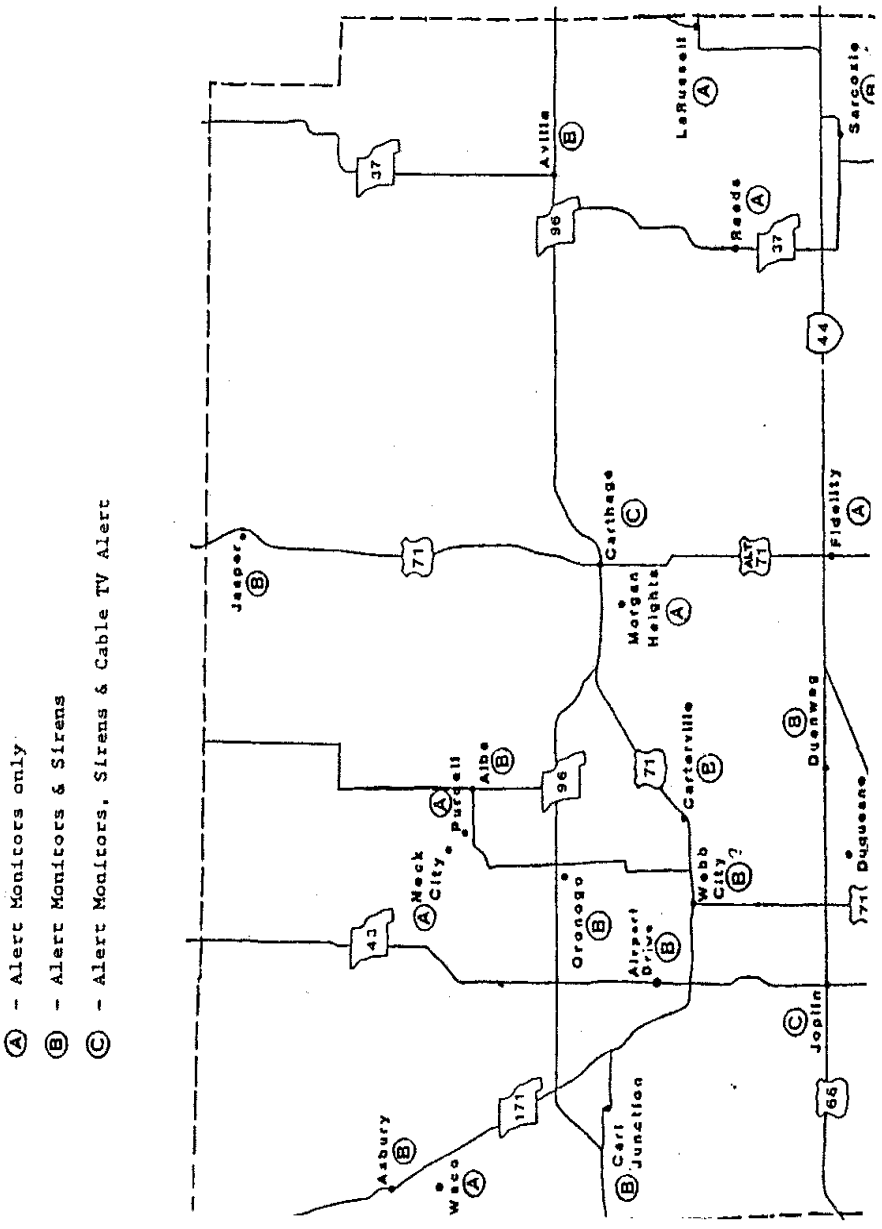
4th & High
"F" & Sergeant
35th & Ruby Way
21st & Murphy
2100 Rolla
32nd & Texas
32nd & Maiden Lane
3601 Enterprise Ave.-Webb City
W. 32nd & S. Country Club Road
44th & Oak Lawn
Pheasant Run & Quail Ridge Drive
Swede Lane at Lift Station
34th & Reinmiller
32nd & Prigmore
Fire Station #2
3301 W. 1st
N. Main at Dover Hill Park
4083 Coyote Drive
50th & Main
44th & McClelland Blvd.
Middleton & Ivy
I-44 at MM2 Rest Area
Fire Station #6
Joplin Airport
Newman Rd. & Travis Acres
Annelise Lane

B. Eleven other communities in Jasper County have outdoor sirens or fire sirens.

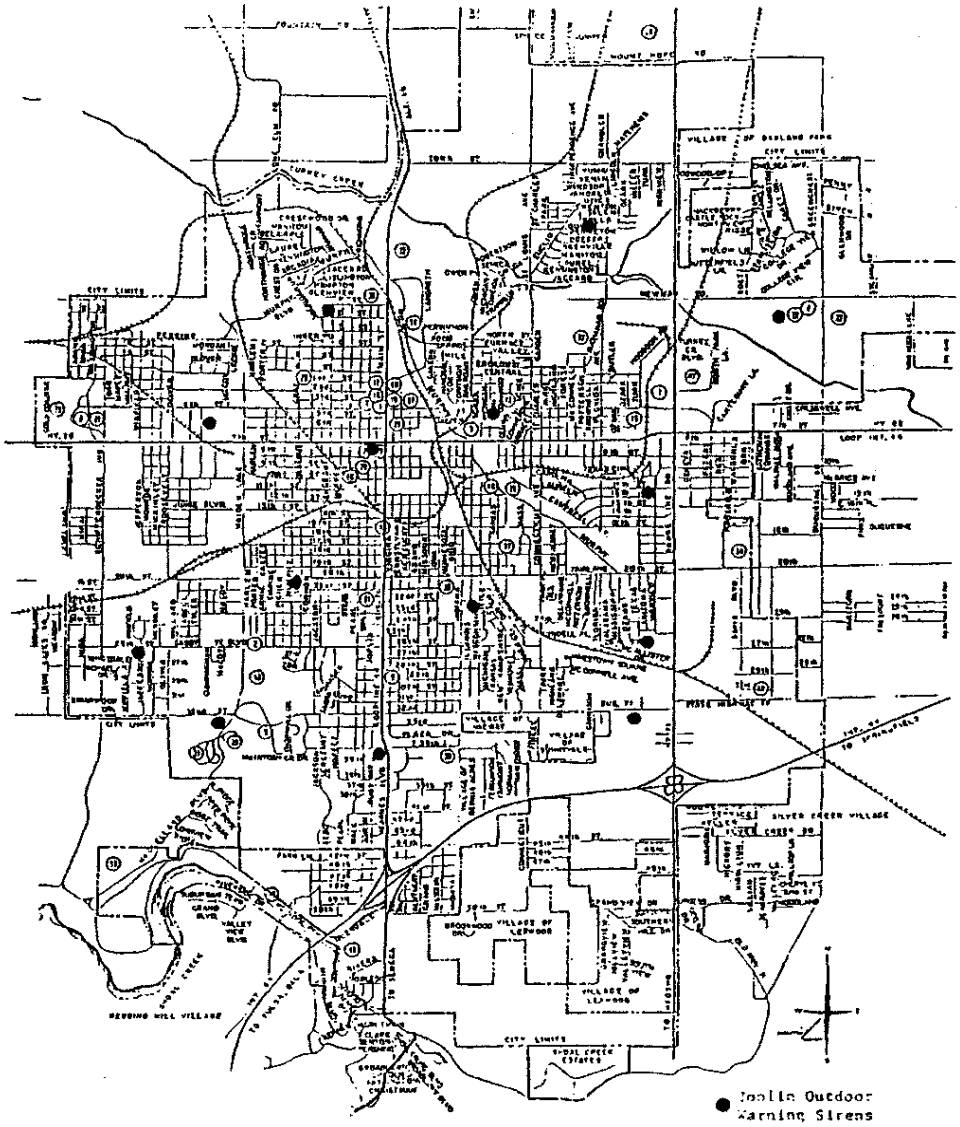
1.	Airport Drive	2	Activated by Joplin
2.	Alba	1	
3.	Asbury	1	
4.	Avilla	1	Activated by Carthage
5.	Brooklyn Heights	1	
6.	Carl Junction	4	
7.	Carterville	1	
8.	Carthage	9	Activated by JASCO
9.	Duenweg	1	
10.	Duquesne	1	Activated by Joplin
11.	Fidelity	1	Activated by JASCO
12.	Jasper	2	
13.	Oronogo	2	
14.	Sarcoxie	3	
15.	Webb City	6	

Attachment C
Appendix 2 to Annex B

LOCATIONS OF WARNING DEVICES



LOCATIONS OF OUTDOOR WARNING DEVICES (JOPLIN)



Appendix 3 to Annex B

POLICE DEPARTMENT
WEATHER WATCH AND ALERT PROCEDURE

SEVERE WEATHER WATCH

A. DISPATCHER

Upon receiving information that the Joplin-Jasper County area will be included in a Severe Thunderstorm Watch or Warning and/or Tornado Watch or Warning, the dispatcher will notify the shift commander, all officers on duty, the fire department, and one of the Emergency Management officials listed in the supplemental annex:

If spotters are needed and not able to reach Emergency Management personnel contact:

FIRE DEPARTMENT - all stations for spotting

B. SHIFT COMMANDER

Use on discretion: if necessary, Commander may send police observers to designated locations listed below:

1. Entrance to McClelland Park - (#43 & I-44: REACT)

2. 13th & Black Cat Road - 200 feet North

3. Schifferdecker Park - Club House

4. 7th Street & Central City Road

C. TONE ALERT MONITORS & OUTDOOR SIRENS ACTIVATION

(Includes warning to Carthage Police Department and Sheriff's Department. Emergency Management personnel will assist dispatch personnel with monitors as needed.)

Messages on all storms from the National Weather Service. (Dispatch)

Updates as storm progresses as to direction and intensity. (Dispatch)

If Sirens Sounded give out information they are being sounded. (Dispatch)

If Sirens Sounded:

Notify by radio: Fire Department, Police Department and Public Works, News Media (Dispatch)

PA System: Alert downstairs area of municipal building (Dispatch)

Appendix 4 to Annex B

MESSAGE HANDLING PROCEDURES

A. Communications Room

1. Radio Operator
   a. Records message.
   b. Enters into log.
   c. Forwards to message coordinator (Emergency Management)

2. Message Coordinator (Emergency Management)
   a. Determines receiver of message.
   b. Assigns priority.
   c. Enters into log.
   d. Forwards to operator (Department Head).
   e. Plots and files messages.

B. Operations Room

1. Operators (Department Heads)
   a. Records message.
   b. Determines capability to respond.
   c. Coordinates and completes response; forwards if unable to respond.
   d. Forwards to message coordinator and to communications room if necessary.

2. Message Coordinator
   a. Plots and files messages.
   b. Completes log.

Attachment D to Annex B

(For Message Center Use)

TIME RECEIVED: _____ DATE: _____ BY: _____

PRIORITY: (Circle) 1- RED 2-YELLOW 3- GREEN

RESPONSIBLE AGENCY: _____

JOPLIN-JASPER COUNTY EMERGENCY MANAGEMENT

NO: _____

MESSAGE

TO: EOC_____ OTHER _____

FROM: _____ RADIO #: _____

ADDRESS: _____ PHONE: _____

ACTION TAKEN: _____

Attachment E to Annex B

COMMUNICATIONS LOG

DATE: OPERATOR: SHIFT:

TO	FROM	IN/OUT	SUBJECT	TIME

ANNEX C

EMERGENCY PUBLIC INFORMATION

I. PURPOSE

A. When a disaster of any kind strikes, the timely release of accurate and helpful information to the public by local government officials is an absolute necessity. It can save lives, reduce property damage and alleviate suffering just by keeping the public informed as to what is happening and what actions should be taken. This type of activity should be a continual process of public education that occurs year-round, not just during an emergency.

B. This annex was developed to enable the authorities of Joplin-Jasper County to perform this vital function while at the same time ensuring that the information released is accurate, complete and beneficial.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Joplin-Jasper County could be affected by several types of disasters which would require the dissemination of information and instructions to the general public (see Basic Plan, Situation & Assumptions).

2. News media serving Joplin-Jasper County are:

a. Newspapers:
Joplin Globe, Carthage Press, Webb City Sentinel, Carl Junction Courier, and Sarcoxie Record

b. Television:
KOAM-TV, KFJX-TV, KODE-TV, KSN-TV, and MSSC-TV

c. Radio
1) KDMO-AM, 1490, Carthage
2) KOCD-KWAS, 1310, Joplin
3) KQYX-AM, 1450, Joplin
4) KSYN-FM, 92.5, Joplin
5) KOBC-FM, 90.7, Joplin
6) KIX-FM, 102.5, Joplin
7) KKLL-FM, 95.1, Joplin

8) KKOW-FM, 96.9, Pittsburg, KS
9) KIXQ-FM, 93.9, Joplin
10) KMOQ-FM, 107.1, Joplin
11) KMXL-FM, 95.1, Carthage
12) KSML-FM, 105.3, Joplin
13) KXDG-FM, 97.9, Joplin
14) KBTN-FM, 99.7, Joplin
15) KCAR-FM, 104.3, Joplin
16) KQVX-AM, 1450, Joplin
17) KWXD-FM, 103.5, Joplin
18) KXMS-FM, 88.7, Joplin

d. Cable Service:
   1) Cable One, Joplin
   2) Cox Communications, Carthage
   3) Media Com, Carl Junction

e. Emergency Alert System (EAS):
   1) The primary EAS radio station for Joplin-Jasper County is KMXL in Carthage. Contact is Ron Peterson - 417-358-7953.
   2) The primary EAS television station for Joplin-Jasper County is KODE-TV, Channel 12, Joplin.

f. WebEOC: Use of WebEOC to maintain communications with area response agencies SW Missouri. This will be the primary means of communicating public information with area response agencies as well as with SEMA.

3. Jasper County has a population of residents who either speak English poorly or not at all. However, the majority of the population does speak English. Therefore, dissemination of information will be in English. If necessary, the translation of any emergency public information will be coordinated with the area schools' foreign languages staff and local priests.

   Hearing impaired -- TV stations scroll information at the bottom of screen relating to the hazard situations as they develop.

B. Assumptions

1. The media serving Joplin-Jasper County will cooperate with local officials in the dissemination of information to the public.

2. Widespread or major disasters may result in state and national media coverage.

3. Media personnel from state and national levels will not be familiar with local news release procedures.

4. Media personnel will attempt to obtain information from other than "official sources".

5. Federal and state officials may be on-site and called upon for information. Such federal and state agencies will provide PIO support to Joplin-Jasper County.

6. More than one local public information officer may be involved during emergency operations. Release of public information will be coordinated with appropriate city and county officials as necessary.

7. During an actual or impending emergency, or international crisis, the public will expect local government to provide specific information relating to safety, survival, and protection of property.

8. An effective public information program will reduce casualties and damages.

III. CONCEPT OF OPERATIONS

A. General

1. The Public Information Officer(s) will be located in and operate from the Joplin-Jasper County Emergency Operations Center (EOC) or at a location to be designated when this plan is implemented. A PIO will be appointed by Chief Elected Official or his designee at the time an emergency exists.

2. Release of official public information will be coordinated with and approved by the chief elected official and/or the chief PIO.

3. Only that information released by the executive official or chief PIO will be considered official. The media will be so informed.

4. Information for release will be prepared and released to the media in accordance with the format described in Appendix 2 to this Annex.

5. In a hazmat incident the PIO designated by the IC will coordinate with City/County PIO.

6. All releases of official public information will be coordinated with and approved by the chief elected official or his designee. Any person, department, or agency releasing information to the public

of their own volition will bear the responsibility for any legal or moral ramifications and repercussions resulting from that release.

7. Dissemination of public information will utilize all media (television, radio, newspaper). Activation of the Emergency Alert System (EAS), if necessary, will be in accordance with the State EAS Operational Plan.

8. Public information personnel in the field will coordinate with the chief PIO through frequent contacts with the EOC or staff.

9. Periodic briefings as necessary for media personnel will be conducted by the PIO.

10. A rumor control section will answer inquiries from the public and monitor media broadcasts to ensure the public is receiving accurate information.

11. Public information will include instructions on the status of emergency recovery operations including points of contact for missing persons and status of injuries and casualties. If needed, a hotline information number will be given out for inquiries.

12. Release of public information will include pre-disaster education and answering inquiries.

B. Tasks to be performed by Operating Time Frame.

1. Mitigation

a. Develop and conduct public information programs stressing hazard awareness and personal protection measures.

b. Establish liaison with all local media and brief them regularly on EPI procedures.

c. Develop procedures for:

1) Rumor control
2) News releases
3) Coordination with county and/or city department PIO's
4) Record keeping
5) Print and broadcasting

d. Establish contact with local EAS stations and develop procedures for emergency release of information.

e. Prepare emergency information packages for release during emergencies and distribute them to local media.

f. Participate in local tests and exercises.

g. Coordinate activities with PIOs of other county and/or city depts.

2. Preparedness

a. Analyze potential disasters to ensure pertinent information is prepared for release.

b. Issue information through the media and EAS to allow the public to take protective actions.

c. Start rumor control operations as directed by Direction and Control.

d. Alert other public information personnel.

e. Establish a location for the release of information to advise media.

3. Response

a. Release emergency information as necessary or as directed by Direction and Control.

b. Schedule and conduct briefings for the media.

c. Monitor all news media reports for accuracy.

d. Conduct rumor control activities.

e. Issue specific instructions as required by the situation, i.e., evacuation instructions, shelter locations, and/or reception centers.

f. Coordinate the release of information from private relief agencies.

g. Maintain a chronological record of disaster related activities and news releases.

4. Recovery

   a. Continue to distribute information as necessary.

   b. Continue rumor control and news briefings.

   c. Coordinate visitor control to the EOC and to the disaster site(s).

   d. Supply information concerning the status of disaster affected individuals or families.

   e. Coordinate EPI releases of higher levels of government.

   f. Participate in after action reports and critiques.

   g. Develop a report listing records of events and news releases.

   h. Maintain operational level until situation returns to normal.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the emergency public information function is shown in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. The Public Information Officer (PIO) for Jasper County is responsible for the preparation and release of public information for Jasper County. This individual will be appointed by the Presiding Commissioner at the time of the activation of the EOC.

2. The Public Information Officer (PIO) for Joplin is responsible for the preparation and release of public information for the City of Joplin. This individual will be appointed by the City Manager at the time of the activation of the EOC.

3. The Joplin/Jasper County Emergency Management Director will assist the Joplin and/or Jasper County Public Information Officer(s) in preparing and releasing public information during a disaster.

4. The Emergency Management Director will coordinate communications for this function to include those for rumor control and emergency broadcast monitoring.

5. Each city and/or county department will designate a PIO as required or necessary. Department PIOs will provide information to the appropriate City and/or County PIO and coordinate the release of public information.

6. In a hazmat incident the PIO designated by the IC will coordinate with the City/County PIO.

V. DIRECTION AND CONTROL

A. Release of information for Jasper County will be under the direction of the Jasper County PIO and/or the chief elected official from the Joplin/Jasper County EOC.

B. Release of information for the City of Joplin will be under the control of the Joplin PIO and/or the chief elected official from the Joplin/Jasper County EOC.

C. The PIO is a member of the EOC staff.

D. Other communities in Jasper County may use their own PIO or provide information for dissemination by the County PIO.

VI. CONTINUITY OF GOVERNMENT

A. The line of succession for the Joplin PIO and the Jasper County PIO is through the Joplin/Jasper County Emergency Management Director.

B. Alternate site for PIO Operations

1. In the event the EOC cannot be used, or a total evacuation is necessary, PIO operations will be directed from a location designated by the chief elected official in charge.

2. In the event of a limited emergency, PIO operations may be directed from an EOC at a site designated at the time.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. A chronological file of all news releases during a disaster will be maintained in the EOC to include a log of these releases. (See Appendix 3 to this Annex).

2. A historical chronological file of all disaster related events will also be maintained for future reference. (See Appendix 3 to this Annex).

3. All other administrative functions will be the responsibility of the Emergency Management Office

4. Media guidelines

B. Logistics

1. Communications support will be furnished by the county as much as possible and/or required.

2. All other logistical support will be the responsibility of and provided as necessary by the Emergency Management Office.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

A. This annex and its supporting documents will be maintained by the Joplin and Jasper County PIOs with the assistance of the Joplin/Jasper County Emergency Management Director.

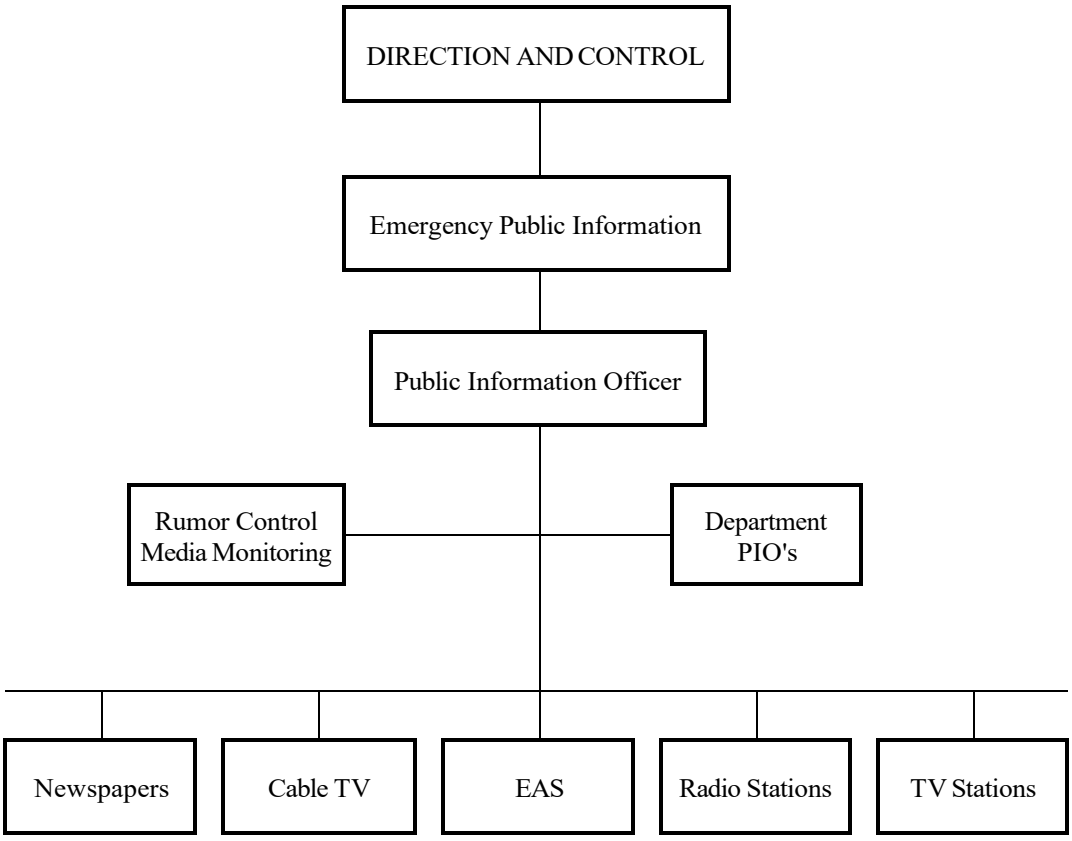
B. This annex and the procedures contained therein will be reviewed and tested annually and revised as necessary.

APPENDICES

1. Emergency Public Information (EPI) Organizational Chart
2. Format and Procedures for News Release
3. Log Forms for News Releases and Disaster Related Occurrences
4. Local News Media & Points of Contact
5. Prepared News Releases and Related Emergency Instructions/Information
6. News Media Guidelines

Appendix 1 to Annex C

EMERGENCY PUBLIC INFORMATION ORGANIZATIONAL CHART*



* Applies to both the Jasper County PIO and the Joplin PIO.
Refer to Annex N when dealing with acts of Terrorism.

Appendix 2 to Annex C

FORMAT & PROCEDURES FOR NEWS RELEASES

A. Format

1. Name, address, and phone number of the news release initiator.
2. Text of the news release.
3. Substantiating records for the release.
4. Date and time received.
5. Date and time released.
6. How and to whom the news release was issued.

B. Release Procedures

1. Verify the authenticity of the information contained in the release.
2. Verify that a duplicate release has not already been made.
3. Prepare the release in the format listed above.
4. Determine if the information contained in the release is in the public interest and will not create unwarranted or unnecessary fear, anguish, or other adverse reaction among the public. However, news releases will not be withheld simply to avoid political or public official embarrassment should the situation so warrant.
5. News releases will be distributed fairly and impartially to the news media.
6. Copies of all news releases will be filed chronologically.
7. Copies of all news releases will be furnished to the rumor control center.

Appendix 3 to Annex C

LOG FORMS FOR NEWS RELEASES AND DISASTER RELATED OCCURRENCES

NEWS RELEASE LOG

DATE	TIME	SUBJECT	ORIGINATOR

LOG OF DISASTER RELATED OCCURRENCES

DATE	TIME	EVENT

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Appendix 4 to Annex C

LOCAL NEWS MEDIA AND POINTS OF CONTACT

			Day	After Hrs. Emer.
A.	Radio			
	1.	KDMO/KMXL, Carthage	358-2648	358-1278
	2.	Community Radio Group (KQYX, KJML, KMOQ, KCAR, WMBH, KBTM)	781-1313	529-8328
	3.	Zimmer Radio Group (KSYN, KIXQ, KJMK, KXDG)	624-1025	623-1025
	4.	KOBC-FM, Joplin	781-6401	781-5622
	5.	KKLL-AM, Webb City	781-1100	
	6.	KKOW-AM, Pittsburg, KS	620-231-7200	
	7.	KBTN, Joplin	781-9970	
	B.	Newspapers		
	1.	Joplin Globe (daily)	623-3480	
	2.	Carthage Press (daily)	358-2191	
	3.	Webb City Sentinel (weekly)	673-2422	
	4.	Sarcoxie Record (weekly)	548-3311	
	5.	Carl Junction Courier (weekly)	649-6600	

Television

1. KOAM-TV	624-0233
2. KFJX-TV	782-1414
3. KODE-TV	623-7260
4. KSNF-TV	781-2345
5. Cable One, Joplin	624-9430
6. MSSC-TV	625-9375
7. Cox Communications	358-3002

Appendix 5 to Annex C

PREPARED NEWS RELEASES AND RELATED EMERGENCY INSTRUCTIONS/INFORMATION

This appendix contains sample news releases as follows:

Attachment A -- Sample Radio Message,
(Earthquake)

Attachment B -- Summary Statement for Media,
Hazardous Materials Incident

Attachment C -- Sample Radio/TV Message,
Evacuation Ordered (Flooding)

Attachment A
Appendix 5 to Annex C

SAMPLE RADIO MESSAGE

(Earthquake)

This is_____at the_____. An earthquake of undetermined magnitude has just been felt in the _____area.

At this time, we have no confirmed reports of injuries or damage. Police and fire units are responding to the area. We will keep you updated as reports come in. Meanwhile, be prepared for aftershocks. If shaking begins again, quickly seek shelter under a sturdy piece of furniture or in a supporting doorway. If your house has been damaged and you smell gas, shut off the main gas valve. Switch off electrical power if you suspect damage to the wiring. Do not use your telephone unless you need emergency help.

Attachment B
Appendix 5 to Annex C

SUMMARY STATEMENT FOR MEDIA -- HAZARDOUS MATERIAL INCIDENT

(To be Adapted According to the Situation)

At approximately_____a.m./p.m. today a spill/release of a potentially hazardous substance was reported to this office by____(a private citizen, city employee, etc.)__. Police and fire units were immediately dispatched to cordon off the area and direct traffic. The material was later determined to be____(describe)___a (hazardous/harmless) (chemical/substance/material/gas) which, upon contact, may produce symptoms of_____. Precautionary evacuation of the (immediate/x-block)____area surrounding the spill was___(requested/required)____by ___(agency)__. Approximately (number) persons were evacuated. Clean-up crews from (agency/company)___were dispatched to the scene, and normal traffic had resumed by (time), at which time residents were allowed to return to their homes. There were no injuries reported.

OR

__(number)__persons, including (fire, police)___personnel, were treated at area hospital for_____and (all, number) were later released. Those remaining in the hospital are in_____condition.

Attachment C
Appendix 5 to Annex C

SAMPLE RADIO/TV MESSAGE
EVACUATION ORDERED
(Flooding)

This is_____. The flooding situation continues in parts of_____county/city and may worsen. For your safety, I am asking that you leave the_____area as soon as possible. (give boundaries of local area, evacuation routes).

Be sure to take essential items -- medicine, special foods, personal items, baby supplies, clothing, money, and valuable papers -- but do not overload your car. Secure your home before you leave. Be sure to check on any neighbors who may need assistance.

If you cannot stay with relatives or friends outside of the evacuation area, go to (one of) the Red Cross shelter(s) at_____. Pets will not be allowed in Red Cross shelters. If you cannot make arrangements for someone outside the evacuation area to take care of your pet,_____(give instructions)____. Do not allow your pet to run loose. If you cannot make arrangements for your large animals,_____(give instructions)_____.

Appendix 6 to Annex C

DISASTER RESPONSE MEDIA GUIDELINES

These operational guidelines are required to ensure the safety of those members of the media covering the situation and to help ensure the proper and accurate dissemination of information to the public.

A. All media members shall report to the EOC or on-scene command post.

B. Access to the control area shall be limited for the purpose of file footage only and then only after permission has been obtained from the on-scene commander.

C. All comments or reports issued to the media shall be the responsibility of the on-scene commander.

D. Space shall be provided at the EOC for media representatives.

E. Periodic news releases will be provided to the media via the EOCs designated Public Information Officer.

ANNEX D

DAMAGE ASSESSMENT

I. PURPOSE

A. Following any type of disaster occurrence, one of the most important tasks to be performed is a complete damage assessment. It is necessary to 1) establish priorities for repair of public facilities and roads, 2) determine if outside assistance is necessary, 3) ensure the safety of local residents, and 4) plan mitigation measures that will lessen the effect of future occurrences.

B. The purpose of this annex is to organize existing personnel in Joplin-Jasper County in such a manner that the assessments can be completed in a timely manner with results that will be consistent with federal and state guidelines.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Any of the identified hazards that could affect Joplin-Jasper County (see Basic Plan, Situation and Assumptions) have the potential for causing extensive public and private damage.

2. A thorough damage assessment is essential before a community can:

   a. Conduct effective emergency operations.

   b. Recover from the effects of a disaster in a manner that will ensure safety while minimizing the time required for the recovery.

   c. Mitigate against future disasters.

3. All disaster relief programs exist at the federal level; therefore, damage estimation will be completed following federal guidelines.

B. Assumptions

1. This annex and all procedures therein will be developed with the assistance of state personnel.

2. Following a major disaster, federal and state personnel will be available to assist in the final damage estimation.

3. A properly completed Damage Assessment will initiate legislation that can mitigate or lessen the effects of future disasters.

III. CONCEPT OF OPERATIONS

A. General

1. Damage Assessments in Joplin-Jasper County will be made by survey teams dispatched from the EOC.

2. These teams will consist mainly of county/city officials and personnel, but also should include skilled persons from the private sector (real estate agents, contractors, insurance agents, etc.).

3. There are three types of Damage Assessments:

   a. Those made before an emergency exists. These assessments are made every day by county/city employees or the man on the street. They simply indicate a certain potential problem exists and should be examined. This could come in the form of a report by an employee to a supervisor or any angry citizen's complaint. It is the responsibility of each department head to recognize these and act accordingly.

   b. Next are the damage reports that come in during actual emergency response operations. Again, they can come from government employees operating in the field or from private citizens. They are useful in allocating resources during the disaster and in prioritizing recovery operations after. SITREP and Disaster Summary Forms to be submitted to SEMA.

   c. The third type is the assessment completed after the disaster. It is made by selected individuals (damage survey teams) and is important in developing recovery plans, seeking outside assistance, and mitigating future disasters.

4. Communications support for the survey team will be provided by local law enforcement agencies (see Annex B). Other support will be required by the various emergency sections.

5. When federal/state damage survey teams are working in Joplin-Jasper County, they will be accompanied by a member of the local damage survey team and/or a local official.

6. There will be two types of damage surveys completed. One will be for private damage and the other will be for public (government) losses.

B. Actions to be Taken by Operating Time Frames

1. Mitigation

a. Participate in the hazard vulnerability analysis and identify potential hazard zones.

b. Familiarize local damage assessment personnel with procedures and formats.

c. Recruit and train Damage Assessment personnel.

d. Identify and establish liaison with private individuals or companies who could provide assistance in Damage Assessment.

e. Review communications procedures with Communications and Warning section.

f. Maintain a file of maps and pre-disaster photos.

g. Work to pass and enforce building codes that discourage development in hazard prone areas.

h. Review the Red Cross damage assessment procedures and guidelines.

i. Conduct Damage Assessment drills, tests, and exercises.

2. Preparedness

a. Alert personnel of potential hazard.

b. Ensure that an adequate number of maps and damage assessment forms are available.

c. Review communication plans and procedures.

d. Identify potential problem areas and report to Direction and Control (EOC).

e. Review the potential hazards effects.

f. Maintain increased readiness status until response begins, or the situation returns to normal.

3. Response

a. Activate enough Damage Assessment personnel to survey damaged areas in a timely manner.

b. Deploy personnel to affected areas.

c. Collect damage information and indicate damaged areas on maps located in the EOC.

d. Maintain a list of damaged critical facilities requiring priority repairs.

e. Develop public information releases on unsafe areas and report these to Direction and Control and Emergency Public Information Officer.

f. Assist in documenting emergency work performed.

g. Support other emergency activities as much as possible as directed by Direction and Control.

h. Prepare Damage Assessment forms for use in recovery phase. SITREP and Summary forms should also be used and can be found on the SEMA web site, see Appendix 3 of this Annex.

4. Recovery

a. Post unsafe buildings and roads.

b. Assist in establishing priorities for emergency repairs.

c. Conduct private Damage Assessment (see Appendix 2, this Annex).

d. Conduct public Damage Assessment (see Appendix 2, this Annex).

e. Advise elected officials on requesting federal and state assistance.

f. Accompany and assist federal and state damage assessment teams.

g. Assist in preparing damage repair reports to receive federal aid.

h. Participate in recovery activities until the situation returns to normal.

i. Participate in after action reports and critiques.

j. Incorporate changes in plans and procedures.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the damage assessment function is shown in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. Overall coordination and operational control of the Damage Assessment section for Jasper County will be the responsibility of the Jasper County Assessor.

2. Overall coordination and operational control of the Damage Assessment section for the City of Joplin will be the responsibility of the Public Works Department.

3. Joplin Public Works and Jasper County Road Districts

   a. Assess damage to city and county buildings and equipment.

   b. Assess damage to roads, bridges, streets, sewers, etc.

   c. Liaison with public utilities and Missouri Highway Department in providing damage assessment.

4. Fire, Police, and Sheriff Departments

   a. Damage assessment of on-site situation with estimates of injured, killed, etc.

   b. Communications support for the damage assessment functions.

   c. Provide security for affected areas, limit access to area to only those who have a need to be in the affected area.

5. Private Utility Companies

   a. Provide damage information concerning respective operations.

   b. Repair facilities in accordance with priority restoration lists.

6. Transportation support will be provided by the Resource and Supply section.

7. Preparing recommendations from damage reports to mitigate the effects of future disasters will be the responsibility of the Joplin-Jasper County Emergency Management Director.

8. The Emergency Management Director has the responsibility to participate in and support all the activities in this function.

V. DIRECTION AND CONTROL

A. The coordinators of the Damage Assessment section for Joplin and Jasper County are important members of the EOC Direction and Control staff. Each will control operations from the EOC.

B. All damage reports that come to the EOC will go through this section for analysis and plotting.

VI. CONTINUITY OF GOVERNMENT

A. Lines of Succession

1. Jasper County

a. County Assessor

b. Chief Deputy Assessor

2. Joplin, Public Works Department

a. Director

b. Public Works Assistant

B. The Damage Assessment section will control their operations from the primary EOC or, if relocated, from an alternate EOC.

VII. ADMINISTRATION AND LOGISTICS

A. Survey Teams

1. Damage assessment survey teams will consist of local government employees and designated private sector personnel when necessary (i.e., real estate, engineering, building trades, etc.).

2. When an operation is in need of specialized assistance, appropriate personnel will also be added to the team (i.e., radiological monitoring, hazardous materials, etc.).

3. SAVE program volunteers are available to assist with damage assessment. (Appendix 2 to Annex D)

B. Records and Reports

1. Required Damage Assessment report forms are included in Appendix 3 to this Annex.

2. Records of actions taken, and recommendations made will be compiled by the appropriate county and city personnel in the EOC.

3. Damage assessment information will be provided to the State Emergency Management Agency (SEMA) for necessary release to the Federal agencies.

4. Private appraisers, insurance adjusters, and others may obtain damage assessment reports from the authorized county or city coordinator with the consent of local authorities only. Such information will be limited to that necessary to assist them in expediting the adjustment of claims.

C. Logistics

All logistical requirements will be submitted to the Resource and Supply section, with the exception of communications requirements which will be submitted to the local law enforcement agencies.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

A. The individuals named in Part IV of this Annex, Organization and Assignment of Responsibilities, are responsible for developing, maintaining, and updating this annex and its appendices.

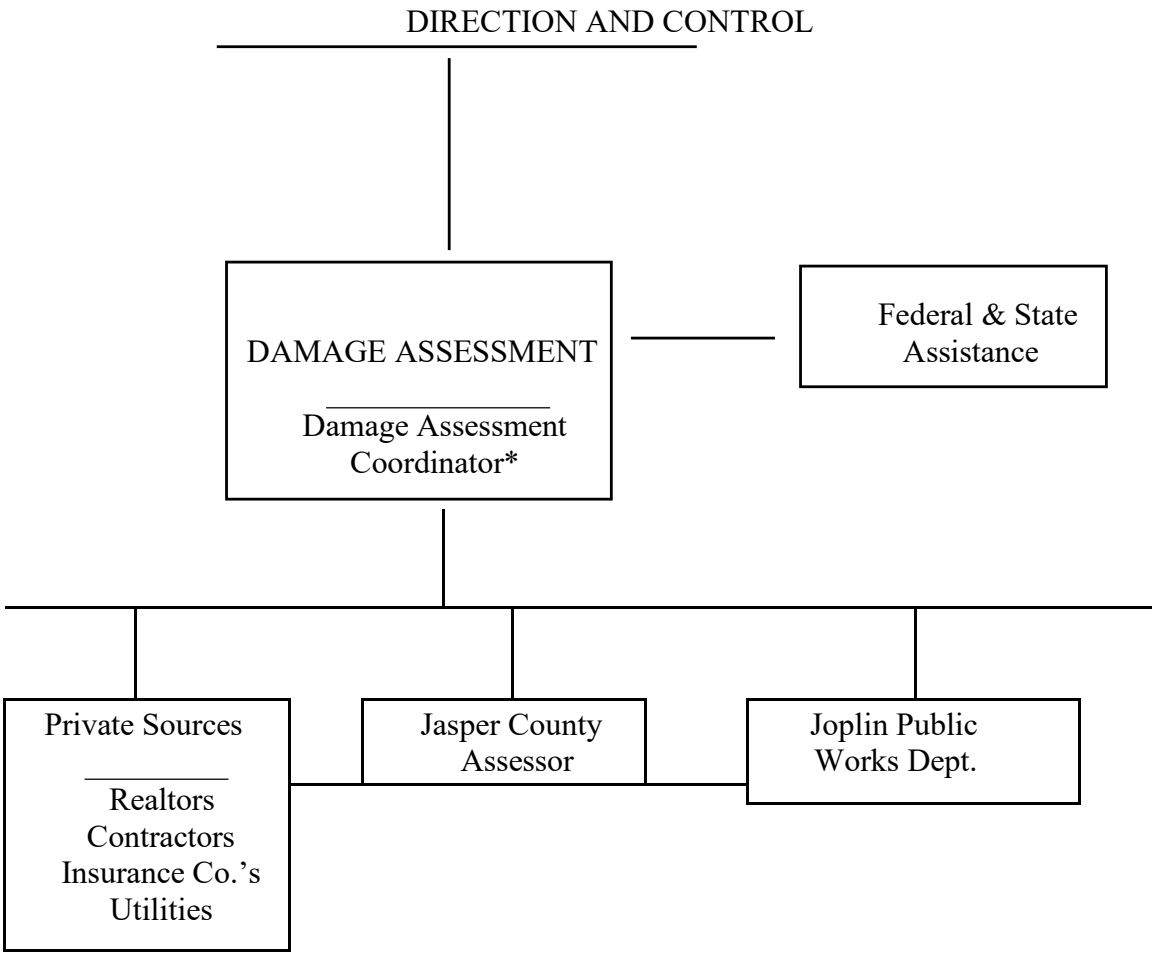
B. The Joplin-Jasper County Emergency Management Director will instigate an annual review and update.

APPENDICES

1. Damage Assessment Organizational Chart
2. SAVE (Structural Assessment and Visual Evaluation)
3. Damage Assessment Forms Referenced

Appendix 1 to Annex D

DAMAGE ASSESSMENT ORGANIZATIONAL CHART



Damage reports will come into the EOC from various county and/or city departments such as law enforcement, fire, public works, etc., and private sources such as utilities which will contribute to the overall damage assessment.

*Jasper County -- County Assessor
City of Joplin -- Director, Public Works

Appendix 2 to Annex D

S A V E VOLUNTEERS

A. Due to the continuing threat of disasters, particularly earthquakes, there is a need for a plan to assist the state and local governments in assessing the safety and serviceability of buildings within their jurisdictions. Following catastrophic events, unsafe buildings of all types pose serious hazards to their occupants. Key facilities such as emergency operating center, those who direct and coordinate emergency response organizations, and other high occupancy buildings are priority locations that are critical to the recovery of the community from the catastrophic to the recovery of the community from the catastrophic event.

B. Under such stressful conditions, it is essential that advance planning be in place to provide an organized and quick response so as to determine the adequacy or inadequacy of buildings for their intended uses. SAVE volunteers are part of a program for providing qualified volunteers with experience and training in building design and construction to structurally assess buildings and vertical structures following catastrophic events.

C. The Structural Assessment and Visual Evaluation (SAVE) of buildings and vertical structures will be performed by a group of architects, professional engineers, and other qualified volunteers as established in RSMo 44.023, hereinafter referred to as qualified volunteers. Architects and professional engineers will assist SEMA through the SAVE Coalition which includes the following four organizations:

1. American Institute of Architects/Missouri (AIA/MO)

2. American Society of Civil Engineer (ASCE)
   -- Three Missouri Sections

3. Consulting Engineers Council of MO (CECMo)

4. Missouri Society of Professional Engineers (MSPE)

OBJECTIVE

A. The SAVE Coalition's Objective is to assist the Missouri State Emergency Management Agency (SEMA) of its responsibilities with respect to the use of qualified volunteers in the emergency assessment of buildings following catastrophic events.

B. The SAVE Coalition has put in place procedures and personnel needed to assess the adequacy or inadequacy of buildings following catastrophic events.

C. The use of qualified volunteers under RSMo 44.023 is limited in scope to the assessment of buildings and vertical structures. In the event of a disaster, there will be an obvious need to assess other types of structures. This will be done by those having the responsibility for construction and maintenance. Highways, roads and bridges will be inspected by the Missouri Department of Transportation and local Public Works Departments. The inspection of utility lines, pipelines, sewage and water lines and systems, railroads and airports will be the responsibility of their respective owners/managers. The U.S. Army Corps of Engineers and the Missouri Department of Natural Resources will inspect dams and reservoirs.

Appendix 3 to Annex D

DAMAGE ASSESSMENT FORMS REFERENCED

Damage Assessment Forms are kept in the EOC in the FORM File for use when a disaster hits. Sample copies are located at the back of Annex D. Additional copies can be found on www.sema.state.mo.us.

DAMAGE ASSESSMENT WORKSHEET

1. **Parcel Index Number:** _____
2. **Address:** _____
3. **Owner:**

   _____

   Telephone Number: _____
4. **Occupant:** _____

   Telephone Number: _____
5. **Insurance Coverage (Optional):**

   Company: _____ Policy Number _____

   Building: $_____ Contents: _____
6. **Special Flood Hazard Area:**

   C.I.D.: _____ FIRM Panel Number: _____

   FIRM Date: _____ Flood Zone: _____

   Base Flood Elevation: _____

   Lowest Floor Elevation: _____ (if available)
7. **Duration of Flooding:** Days: _____ Hours: _____
8. **High Water Mark:**
   a. Exterior Walls _____ ft.

      Interior Walls _____ ft.
9. **Type of Structure:**
   a. Exterior:
      i. Plywood/Hardboard: _____
      ii. Stucco: _____
      v. Brick: _____
      vi. Concrete Block: _____

iii. Siding/Shingles: _____ vii. her (describe):

_____

iv. Masonry Veneer: _____

10. Description of Structure:

a. 1 Story: _____ 1 ½ Story: _____ 2 Story: _____

b. 3 or More:_____Bi-level: _____ Tri-level: _____

c. Garage: attached: _____ detached: _____
Carport: attached: _____ detached: _____

d. Roofing: Metal/corrugated or ribbed _____

e. Composition shingles _____
Other: (describe) _____

f. Foundation: Slab-on-grade: _____ Crawl space: _____

Basement:_____Finished:_____Unfinished: _____
Poured walls:_____Block walls: _____
Post, piers, piles: _____

g. Heating and Cooling: Forced Hot Air:_____Boiler:_____Wall
Furnace:_____Baseboard:_____Wood burning stove:_____
Heat pump:_____Other: _____

h. Plumbing: Number of fixtures, i.e. sinks, toilets, showers:

_____

i. Built-in Appliances:
Type: _____

11. Description of Damage:

a. Plumbing: 1. Is it exposed? _____

b. 2. Does it need repair? _____

c. HAVC/Electrical: 1. Water depth_____ft.
2. Damaged:_____Repairable:_____Replace:_____

Use the following numbers to answer C thru F:

1. Settlement/cracked **2. Partially missing**

3. **Sagging**
4. **Dislodged/destroyed**
5. **Submerged**
6. **Include all the above**

7. **No damage**
8. **Other: Describe** _____

c. Foundation: _____

d. Exterior walls: _____

e. Interior walls: _____

f. Roof: _____

12. Overall Condition of Structure:

a. Minor damage: _____ b. Major damage: _____

c. Destroyed: _____

d. Structure separated from foundation: _____

12. Determination of Substantial Damage

$$\text{Percent Damage} = \frac{\text{Cost of Repair}}{\text{Market Value}} \text{ X } 100 = _____\%$$

In the event that the percent damage is equal to or greater than 50%, the building is substantially damaged.

_____This building is substantially damaged and therefore must be elevated or flood proofed so that the lowest floor is protected to or above the elevation of the base flood.

_____This building is not substantially damaged. This building can be repaired without having to be mitigated.

_____ This is a properly elevated structure and may be reconstructed at its existing elevation.

Reviewed by:_____Date: _____

Approved by:_____Date: _____

ANNEX E

LAW ENFORCEMENT

I. PURPOSE

A. Law enforcement agencies deal with emergencies on a regular day-to-day basis. This is the nature of their occupation. Adequate resources are normally available to cope with any occurrence that should arise.

B. During a disaster, however, these resources could be exhausted before a situation is brought under control. This annex will organize local law enforcement personnel and develop procedures that will enable Joplin-Jasper County to provide law enforcement services regardless of the situation.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Joplin and Jasper County could find itself subjected to many hazards (see Basic Plan, Situation & Assumptions) that would threaten the lives and property of its citizens.

2. In each of these, local law enforcement personnel will have a major response role.

3. Local law enforcement resources are adequate to meet most day-to-day situations that could arise, but a need could arise that would exceed local capabilities.

4. Outside law enforcement resources (federal, state, and other local) are available to support operations in Joplin and Jasper County.

5. In addition to normal police procedures, special training for law enforcement personnel will be required in the areas of:

a. Hazardous materials incidents (see Annex H)

b. Crowd (Riot) control

c. Storm watch

d. Terrorist activities

B. Assumptions

1. During a disaster, local law enforcement personnel will respond as directed in this plan.

2. Situation will arise that will tax or exceed local law enforcement capabilities.

3. Outside resources will respond when called upon to do so.

III. CONCEPT OF OPERATIONS

A. General

1. The law enforcement activities described in this annex are an extension of normal day-to-day activities and deal only with extraordinary situations that may completely saturate available resources and involve several jurisdictions. (See Appendix 3 to the Basic Plan, Emergency Classification and Control Procedures).

2. In addition to being the lead agency in certain response situations (i.e., riots, hostage situations, etc.) the law enforcement sections will provide security and support in all other emergencies that threaten life and property.

3. Local law enforcement agencies will primarily perform law enforcement functions, while outside and support agencies will be used for traffic and crowd control. Mutual aid agreements will be maintained by each law enforcement agency.

4. Disaster operations will be directed from the EOC within the affected area or subdivision. Questions concerning a lead agency in such a disaster situation will be resolved in the respective EOC. (See Appendix 3 to the Basic Plan.)

5. The Jasper County Sheriff will control law enforcement operations in all unincorporated areas of the county while various police chiefs will control operations within the boundaries of their jurisdictions.

6. All procedures and actions set forth in this annex must be compatible with the guidelines established in the Missouri Emergency Operations Plan.

B. Actions to be Taken by Operating Time Frame

1. Mitigation

    a. Prepare plans (SOGs) to deal with projected law enforcement requirements. (Refer to the hazards identified in the Basic Plan, Situation & Assumptions.)

    b. Identify facilities that will require special security during a disaster.

    c. Train police personnel in hazardous materials response to a minimum, the Awareness Level.

    d. Locate and establish liaison with local organizations outside government that could provide assistance (veteran's groups, private security, etc.).

    e. Develop and maintain mutual aid agreements with nearby local law enforcement agencies to insure proper coordination. Joplin-City Ordinance Police, Chapter 70, Sec. 70-36, Authority to Act in an Emergency Situation Outside City Limits, and Sec. 70-35 Emergency Response Powers.

    f. Review procedures for obtaining assistance for state and federal law enforcement agencies.

    g. Review other annexes of this plan to determine where law enforcement support will be needed by other agencies.

    h. Develop and maintain a security-pass system to allow admittance to restricted areas, damaged or otherwise.

    i. Review and update plans, procedures, and checklists annually.

    j. Participate in tests, exercises, and drills.

2. Preparedness

    a. Begin personnel alerting procedures. (Appendix 2 to Annex A)

    b. Check status of equipment and facilities for readiness and safety.

c. Analyze threat to anticipate required response, then check procedures.

d. Assist in warning as required (see Appendix 4, Annex B).

e. Provide security and traffic control at the EOC.

f. Review status of streets and roads in case an evacuation is necessary.

g. Assemble materials for security-pass system to restricted areas.

h. Report status and actions taken to Direction and Control.

i. Order units to shelter if necessary.

j. Review plans for the relocation of prisoners (see Appendix 2, this Annex).

3. Response

a. Activate necessary personnel to meet the situation.

b. Maintain law and order.

c. Provide traffic and crowd control.

d. Provide security for critical facilities.

e. Patrol evacuated areas.

f. Assist in search and rescue operations.

g. Control access to damaged areas.

h. Provide communications support as appropriate.

i. Participate in the EOC operations (see Direction and Control, Annex A).

j. Assist in warning (mobile units).

k. Provide security and traffic control for in-place shelter operations (Annex K).

l. Assist Damage Assessment by identifying damaged areas (Annex D).

m. Maintain records and report regularly to the EOC.

n. Activate mutual aid and private resources and deploy them as necessary.

o. Assist other emergency services as directed by the EOC.

p. Provide personnel (when available) in reception centers, lodging and feeding facilities, and emergency shelters.

4. Recovery

a. Continue operations as necessary until the situation returns to normal.

b. Release mutual aid and private resources when possible.

c. Continue support to other services, especially in the areas of Damage Assessment and Rescue.

d. Provide traffic control for the return of evacuees (Annex J).

e. Provide information to the Public Information Officer for news releases (Annex C).

f. Assist in the return to normal from the in-place shelter mode (Annex K).

g. Participate in after-action reports and critiques and incorporate recommended changes into law enforcement plans and procedures.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the law enforcement function is shown in Appendix 1 to this Annex.

B. Assignments of Responsibilities

1. Overall coordination and control of the law enforcement function in Jasper County is the responsibility of the Sheriff.

2. The municipal police chiefs will be responsible for all such operations within their jurisdictional boundaries except as specified by law.

3. Communications for such activities will be provided by the appropriate law enforcement agency in the respective jurisdictions or subdivisions where the problem exists. (County communications capability will be utilized where none exist.)

4. The Joplin-Jasper County Emergency Management Director will be responsible for ensuring specialized training is available (i.e., severe weather, hazardous materials, etc.).

V. DIRECTION AND CONTROL

A. In emergencies whose magnitude has been "typed", overall control will come from the EOC (Direction and Control) that controls the affected area. Each department as required will have a representative present in the EOC, depending upon the magnitude of the emergency or disaster.

B. Initial control at the scene will be established by the first public safety officer on the scene. He/She will maintain contact with and provide information to the prescribed communications center and will do so until relieved by a senior officer.

C. If outside law enforcement resources are needed, they will maintain their normal operational control but will be assigned missions by the appropriate EOC and will respond as necessary.

VI. CONTINUITY OF GOVERNMENT

A. Line of Succession

1. Jasper County Sheriff's Department

a. Jasper County Sheriff

b. Commander of Operations

2. Joplin Police Department

a. Police Chief

b. Assistant Police Chief

B. All departments will develop SOGs to enable them to perform their assigned duties (see Appendix 3 to the Basic Plan).

C. All departments must be prepared to operate from an alternate EOC if the designated EOC becomes inoperable or unusable.

D. Records and documents vital to the functioning of the law enforcement section should be duplicated and stored in another location. If this is not possible, plans should be developed to move these documents to an alternate site.

E. Each department will maintain personnel call-up lists.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. All law enforcement agencies will develop plans and procedures to ensure a timely submission of all reports and records.

2. Security for the EOC and other critical government facilities will be provided by the appropriate law enforcement agency.

3. The legal basis for any emergency action described in this plan is contained in Chapter 44, RSMo.

B. Logistics

1. Normal purchasing and procurement procedures can be circumvented with written permission of the chief elected official present.

2. In most situations, however, the Resource and Supply section (Annex G) will be available to handle supply matters.

3. Providing communications support and communications equipment for the emergency functional areas will be the responsibility of the various participating law enforcement agencies.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

A. Each operating law enforcement agency will be responsible for developing and maintaining written procedures to accomplish their assigned tasks in this annex.

B. It will be the responsibility of the Joplin-Jasper County Emergency Management Director to instigate a review and updating of all law enforcement plans, call-up lists, procedures, and inventories yearly. This review will be accomplished by the heads of the various participating agencies.

APPENDICES

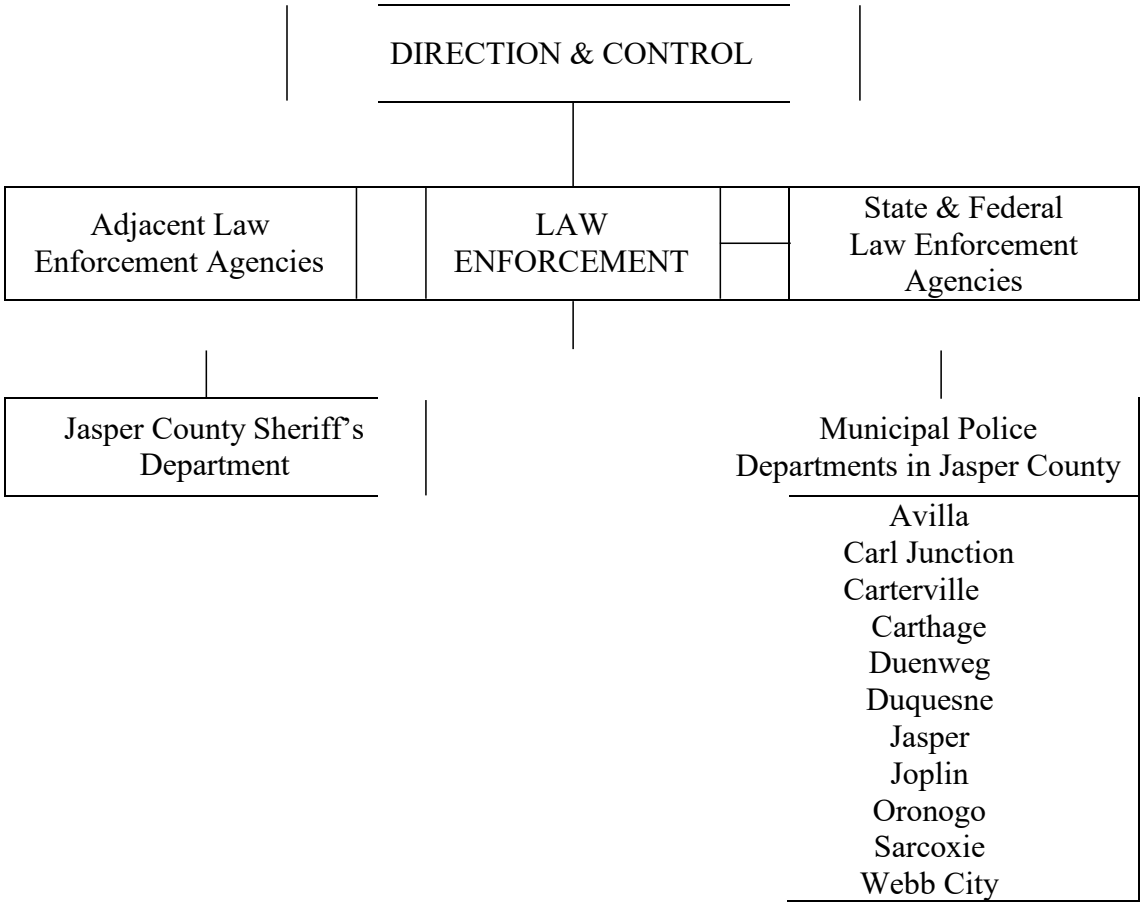
1. Law Enforcement Organizational Chart

2. Relocation of Prisoners - On File in the Office of the EOC

3. Call-up Lists

Appendix 1 to Annex E

LAW ENFORCEMENT ORGANIZATIONAL CHART



Appendix 2 to Annex E

RELOCATION OF PRISONERS

On File in the Office of the EOC

Appendix 3 to Annex E

LAW ENFORCEMENT CALL UP LIST

See Supplemental Annex

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ANNEX F

FIRE AND RESCUE

I. PURPOSE

A. By the very nature of their duties, the local fire departments protect lives and property on a daily basis. However, in a disaster situation of sufficient magnitude, normal day-to-day procedures, personnel or equipment could prove inadequate to provide this protection.

B. The purpose of this annex is to organize local firefighting resources and establish procedures that will enable these resources to meet the demands of a disaster situation. Also discussed will be the additional duties of search and rescue, WMD and hazardous materials incidents.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Joplin and Jasper County are subjected to many hazards that could present difficulties with regard to fire protection. (See Basic Plan, Situation & Assumptions.)

2. Jasper County has 12 fire departments throughout the county. Joplin, Carthage and Webb City are paid fire departments. Carl Junction, Duenweg, Oronogo, Jasper, and Tri-Cities are all combination departments. (Paid/volunteer). The remaining departments are all volunteer. For a list of these departments and their resources, see Appendix 2 to this Annex. (Also listed in Annex H, Appendix 2)

3. Jasper County volunteer fire departments receive emergency calls through JASCO 9-1-1. Joplin receives calls through the Joplin Communications Center (9-1-1).

4. Situations could arise that would hinder firefighting capabilities or overwhelm local resources.

5. Outside assistance (federal, state, or other local governments) is available should the need arise.

6. The fire services are also responsible for search and rescue activities.

7. The fire services from time to time provide support to other agencies through Mutual Aid Agreements including the State Mutual Aid Agreement.

B. Assumptions

1. Existing fire personnel and equipment should be adequate to deal with most emergency situations, through existing mutual aid agreements.

2. Trained personnel and specialized equipment are somewhat limited, however; so outside assistance could be required for certain situations (i.e., hazardous materials/WMD incidents, etc.).

3. Other city/county departments or agencies will respond to provide support as detailed in this plan.

4. State and federal agencies will respond when necessary.

5. All departments in the county will maintain the equipment and level of training necessary to perform the fire protection functions.

6. If relocation is necessary, sufficient personnel will be available to assist in the movement and still provide fire protection.

III. CONCEPT OF OPERATIONS

A. General

1. The primary task of the fire service is basically the same as its day-to-day mission, the protection of persons and property from the threat of fire.

2. Other important tasks of the fire service will be:

a. Dealing with hazardous materials incidents (see Annex H).

b. Search and rescue operations.

c. Emergency medical care and provide first-aid to disaster victims and workers.

d. HazMat/WMD training for fire departments will, at minimum, be at the Awareness Level, preferably all fire departments should be trained at Operational Level. Fire officers will have Incident Management training sufficient to run the incident.

3. WMD response (refer to Annex N).

4. In all cases, the fire service will follow the Emergency (Disaster) Classification and Control Procedures outlined in Appendix 3 to the Basic Plan.

   a. Joplin City Ordinance 98-036, 3-16-98 Fire Prevention Chapter 58, Article I, Sec. 58-2, Emergency Response Powers.

   b. Division of Fire Safety (State of Mo. Mutual Aid System). (See Appendix 3)

5. The fire service will provide support as requested by other agencies as long as it does not affect their fire protection capability.

6. Mutual aid agreements will be utilized to ensure the best possible protection for all residents of the county.

B. Tasks to be Accomplished by Operational Time Frame

1. Mitigation

   a. Review hazard analysis (see Basic Plan, Situation and Assumptions) to identify all emergency operations in which the fire service would play a major role.

   b. Following the review, determine if any specialized equipment or training is required to meet potential threats (radiological monitoring, hazardous materials, etc.).

   c. Develop fire safety programs to include disaster situations and present them to the public.

   d. Locate facilities that store or use hazardous materials, identify the materials and the problems each could cause. Maintain a list of these facilities (see Appendix 2, this Annex).

e. Identify facilities that could create special problems such as hospitals and nursing homes (see Appendix 2 to Annex J).

f. Participate in tests, exercises, and drills to include those in support of other agencies.

g. Establish liaison with private area resources that could be useful for fire prevention or suppression.

h. Develop SOGs to meet projected needs.

i. Review and update the annex and SOGs at least annually. Call-up lists should be reviewed twice a year.

2. Preparedness

a. Alert key personnel as per procedures set up in departmental call-up lists.

b. Determine status of equipment.

c. Analyze the type of emergency with regard to potential fire problem and report to the EOC (Damage Assessment, if they are activated).

d. If fire service personnel and equipment are in a potential hazard area, take steps to provide protection (movement or shelter).

e. Assist other departments in increased readiness activities as much as possible.

f. Review plans and guidelines (SOGs) for the potential threat, to include Appendix 3 to the Basic Plan, Emergency Classification and Control Procedures.

g. Check status of supplies (fuel, water, first aid supplies, etc.).

h. Maintain increased readiness status until the situation escalates or the decision to discontinue operations is given.

3. Response

   a. Respond as required on a priority basis.

   b. Conduct search and rescue operations.

   c. Activate mutual aid if needed.

   d. Report damage observed to include potential problem areas.

   e. Coordinate activities with other agencies.

   f. Coordinate fire service response of departments responding from outside the jurisdiction.

   g. Alert or activate off-duty and auxiliary personnel as required by the emergency.

   h. If hazardous materials are involved, initiate the hazardous materials plans (Annex H) to include possible evacuation, area control and clean-up.

   I. Maintain emergency response status until the situation is under control or ordered to discontinue operations by the EOC.

4. Recovery

   a. Participate in clean-up and Damage Assessment.

   b. Inspect damaged areas to ensure fire safety.

   c. Develop after action reports to include:

      1) Actions taken
      2) Materials expended
      3) Personnel costs
      4) Assistance received from and given to other agencies
      5) Problem areas to include corrective measures

   d. Review plans and procedures with key personnel and make revisions and changes.

   e. Report on all activities to Direction and Control.

f. Replenish supplies and repair damaged equipment.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the fire and rescue function is shown in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. Overall responsibility for fire protection lies with local government.

2. Call-up lists will be maintained by each department and updated as needed.

3. Overall responsibility of coordination lies with the senior fire officer at the scene of the disaster within the affected area. If more than one locality or jurisdiction is affected, coordination is handled by the respective department or agency representative in the EOC.

4. The Joplin-Jasper County Emergency Management Director will coordinate hazardous materials/WMD plans and training.

V. DIRECTION AND CONTROL

A. The chief of each fire department will be responsible for controlling fire operations within the defined boundaries of its jurisdiction.

B. Operations will be controlled by the senior fire officer at the scene and/or from the EOC.

C. Routine operations will be handled by normal SOGs.

D. Outside resources brought into a jurisdiction will be controlled by the procedures outlined in state law and mutual aid agreements.

VI. CONTINUITY OF GOVERNMENT

A. Line of Succession - Fire & Rescue

1. Joplin Fire Department

   a. Fire Chief

   b. Deputy Fire Chief

   c. Battalion Chief (3)

2. Other municipal fire departments line of succession as per local SOGs.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. Procedures for dealing with expenses incurred and liability for actions and injuries are outlined in mutual aid agreements, state laws, and local ordinances.

2. Reports and records will be developed and maintained in accordance with established procedures.

B. Logistics

1. Stockpiles of essential materials and supplies and resource lists should be checked and updated at least twice a year.

2. In a classified emergency, normal procurement procedures can be waived in accordance with local statutes and ordinances.

3. Resource lists are located in Appendix 2 to this annex.

VIII. ANNEX DEVELOPMENT & MAINTENANCE

A. The Joplin-Jasper County Emergency Management Director will be responsible for reviewing this plan and updating it on a yearly basis.

B. This annex will be tested on a yearly basis with the resulting revisions and changes being made and distributed immediately.

C. Each fire department chief will review and update the mutual aid agreements on a yearly basis.

D. Each fire department will be responsible for maintaining and updating its resource and inventory lists.

APPENDICES

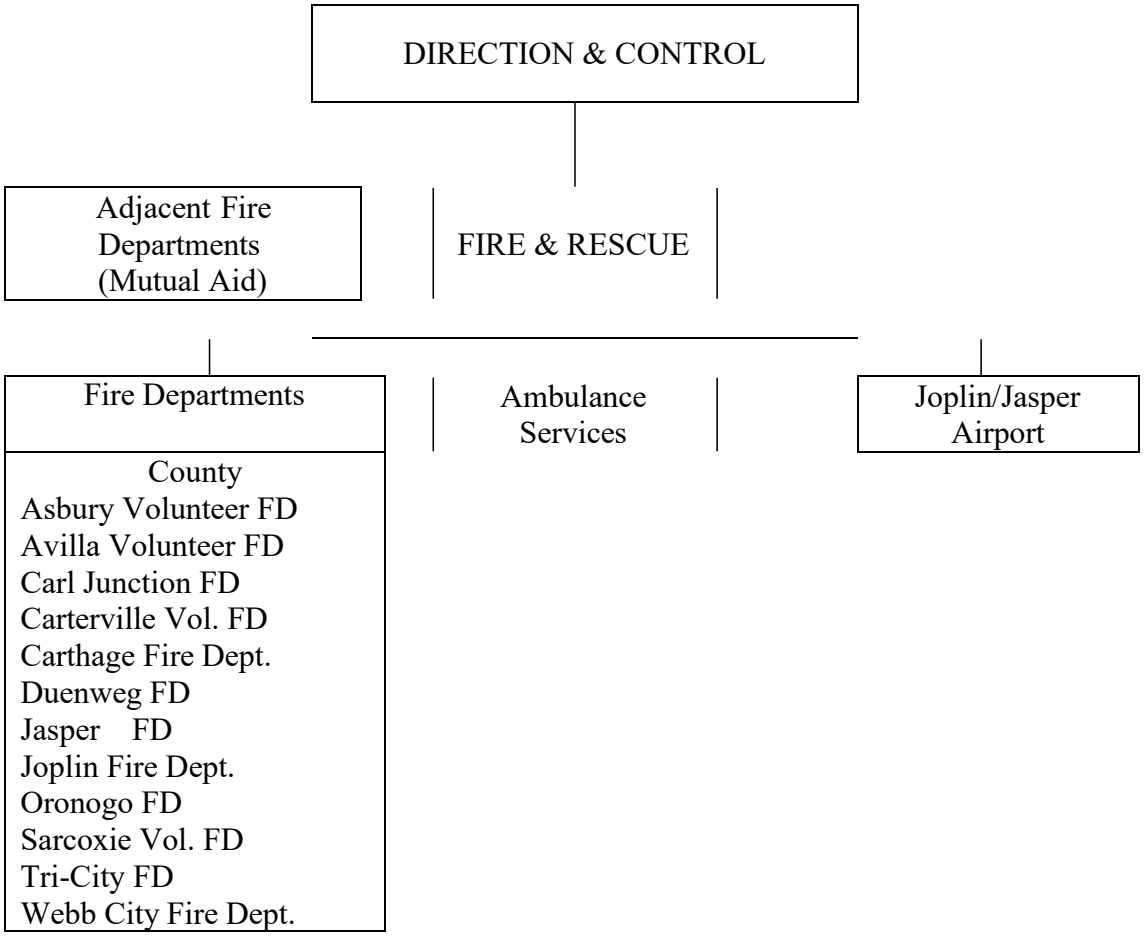
1. Fire and Rescue Organizational Chart

2. Fire Departments and Resource Lists

3. Statewide Fire Mutual Aid

Appendix 1 to Annex F

FIRE AND RESCUE ORGANIZATIONAL CHART



Appendix 2 to Annex F

Appendix 3 to Annex F

STATE-WIDE FIRE MUTUAL AID

Since Missouri is subject to earthquakes and other catastrophic occurrences and local jurisdictions do not possess sufficient resources to handle such occurrences singly, a State-Wide Fire Mutual Aid Plan was developed. This plan establishes the policies and procedures that will allow the Division of Fire Safety, Office of the State Fire Marshal, to coordinate fire resources in the State due to an emergency or disaster.

Under the Plan, Regional and Area Coordinators of fire resources have been appointed. Jasper County is under Region D (Troop D) and the Regional Coordinator is Chris Berndt, Chief of Western Taney County Fire District, P. O. Box 1564, Branson, Missouri 65616. Telephone number is (417) 334-3440, Region D Area Coordinator is Rich Stirts, 3427 S. State Hwy 125, Springfield, Missouri 65803. Telephone number (417) 753-4265.

Upon receipt of notification that a catastrophic situation exists, the State Fire Marshall Command Center will be activated. A fire safety representative will be sent to the State EOC. The Regional Coordinators will work with their respective regions and report to the State EOC in Jefferson City.

Regional Coordinators will be alerted to begin mobilization of available mutual aid resources within respective regions.

Fire apparatus for State-wide mutual aid will be coordinated from the State EOC.

Mutual aid is voluntary.

Any municipal fire department, fire protection association or volunteer fire district association may provide assistance to any other municipal fire department, fire protection district or volunteer fire protection association in the State at the time of a significant emergency such as a fire, earthquake, flood, tornado, hazardous material incident, or other such disaster. (RSMo Chapter 70 {HB 1395/1448-90})

All fire service agencies must develop their own implementation procedures for support of this plan.

THE LOCAL FIRE CHIEF:

Prepares personnel and equipment inventories and forwards copies to the Area Fire/Rescue Coordinator.

Establishes emergency communications capabilities with the Area Fire/Rescue Coordinator.

When requesting aid, for standby or deployment, will be in charge of all manpower and apparatus received. Requests for mutual aid will be directed to the Area Fire/Rescue Coordinator.

Provides mutual aid resources when requested by the Area Fire/Rescue Coordinator to the extent of their availability without unreasonably depleting their own resources.

Maintains appropriate records, data, and other pertinent information of mutual aid resources committed.

Provides approximate time commitment and justification of mutual aid needs in request for resources from the Area Fire/Rescue Coordinator. Periodically evaluates the need of mutual aid committed and notifies the Area Fire/Rescue Coordinator.

Establish procedures for utilization of incoming resources.

ANNEX G

RESOURCE AND SUPPLY

I. PURPOSE

In order to deal with the many types of disasters that could affect Joplin and Jasper County, local resources must be utilized in a timely manner. This annex was designed to give the local officials the ability 1) to maintain a continuous inventory of these resources and 2) to allocate these resources in a prompt and orderly manner.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. As this annex is designed to provide for the management of resources in Joplin and Jasper County, priority should be given to those resources which could be used to combat the hazards identified in the Basic Plan, Situation and Assumptions.

2. Procedures will be set up to request assistance both within the county and from outside.

3. A system must be set up to ensure that an adequate inventory of response resources are available.

4. The local Resource and Supply function will have to anticipate resource needs for all types of hazards and provide the coordination necessary for the proper allocation of these resources.

5. Local resources will have to be used first before outside assistance is requested.

B. Assumptions

1. During an emergency of a disaster magnitude, persons who own or control private resources will cooperate without giving first thought to payment.

2. Funds to provide payment for the use of private resources will be available either from local government or (if the disaster is severe enough) from the federal government.

3. Joplin and Jasper County officials will not request outside assistance until all local sources have been exhausted (including mutual aid agreements).

4. If the emergency response period lasts more than 24 hours, outside assistance will probably be required.

5. During a disaster, normal supply requisition procedures will be suspended.

6. Following an emergency of this magnitude, private resources will be available that have not been included on the resource lists (especially manpower).

III. CONCEPT OF OPERATIONS

A. General

1. The first resources to be identified will be those that are under the control of or readily available to local government.

2. It is the responsibility of local government to mobilize these resources as necessary to relieve suffering and to protect lives and property.

3. All local resources must be committed before assistance is requested from neighboring jurisdictions or upper levels of government.

4. The person designated as resource and supply coordinator will have no other emergency responsibilities.

B. Actions to be taken by Emergency Operating Time Frame

1. Mitigation

a. Review the hazards analysis (Appendix 6 to Basic Plan) to determine what types of resources would be necessary to mitigate and respond to a major incident.

b. Locate the required resources in the community.

c. Maintain agreements of understanding with the private sector organizations who have the required resources to include points of contact.

d. Identify those required resources that are not available locally and find their nearest location.

e. Identify resources required for special needs persons or critical facilities.

f. Develop procedures that can circumvent normal procurement procedures during an emergency period.

g. Participate in exercises and drills to train personnel in the proper allocation of resources to include procedural arrangements.

2. Preparedness

a. Analyze potential of the emergency situation to what types of resources would be needed.

b. Check on the availability of needed resources making lists of those available and unavailable. Identify transportation routes for supply delivery and evacuation. (Appendix 4 to Annex H)

c. Contact private sector organizations and neighboring jurisdictions to indicate the possible need for assistance.

d. Coordinate activities with other response agencies (i.e., Red Cross) to insure a coordinated and efficient allocation.

e. Report on status and actions taken to the EOC staff.

f. Designate staging area from distribution of resources. (Appendix 3 to Annex J)

3. Response

a. After activating Resource and Supply personnel, work with the EOC staff to establish priorities and allocate resources.

b. If necessary, establish staging areas from which resources can be distributed to:

1) Emergency response team and
2) Disaster victims

c. Assist in developing lists of outside resources that are required.

d. Coordinate with the county/city PIO in informing the public of the location of available assistance.

e. Coordinate resource requirements and requests of other response agencies.

f. Maintain records of services rendered and of resources utilized.

4. Recovery

a. Review Damage Assessments and make estimate of resources needed for recovery.

b. Total resource requests of the disaster on the community.

c. Assess the impact of the disaster on the community.

d. Identify unused resources in the community.

e. Total costs of utilized resources.

f. Participate in after action reports and critiques.

g. Set up staging areas to receive and distribute recovery resources according to the Donations Management SOGs.

h. Perform other duties as required until the situation returns to normal.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the resource and supply function is shown in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. The coordinator for the Resource and Supply function will be the County Clerk for Jasper County and the Finance Director Joplin.

2. The Resource and Supply Coordinator will also be responsible for the following supply areas:

   a. FOOD -- procurement, storage, and equitable distribution of food supplies as required by the situation.

   b. SUSTENANCE SUPPLIES (except food) -- procurement, storage, and equitable distribution of water, clothing, sanitary supplies, bedding, etc.

   c. FUEL AND ENERGY -- procurement, storage, and equitable distribution of fuel products.

   d. TRANSPORTATION -- coordination and use of all modes of transportation utilized in the county to support emergency operations. Authorization of repairing transportation modes to ensure the ability to respond to a disaster, including, but not limited to, the plugging and replacement of tires damaged while responding to the disaster.

   e. CONSTRUCTION EQUIPMENT -- procurement, storage, and distribution of construction supplies.

   f. MANPOWER -- ascertain and utilize those personnel who are available in the county and to determine, obtain, and equally apportion the personnel manpower needs.

   g. SHELTER -- locating available shelter and opening these shelters for use by reception and care section.

   h. Volunteer Assistance -- procurement and distribution of resources required to ensure volunteers have the capability to aid Joplin and Jasper County in a disaster.

3. The aforementioned tasks can be delegated to deputy coordinators.

V. DIRECTION AND CONTROL

A. All Resource and Supply operations will be controlled from the Joplin-Jasper County EOC to ensure official concurrence for actions taken.

B. Subordinates of Resource and Supply may operate from daily offices, but all decisions will come from the EOC.

C. Should the EOC be forced to relocate, all Resource and Supply personnel will move also.

VII. CONTINUITY OF GOVERNMENT

A. Line of succession

1. Jasper County

a. County Clerk

b. Deputy Clerk

2. Joplin

a. Finance Director

b. Deputy

B. Vital Documents

1. Records of purchases will be duplicated when possible.

2. Transfer of these documents to other areas will occur by direction of the EOC.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. When normal purchasing procedures are bypassed, official approval must be given by the chief elected official present in the EOC.

2. All such purchases must be kept in accordance with state law and ordinances.

B. Logistics

1. Communications will be the responsibility of the local law enforcement agencies.

2. Transportation of supplies will be accomplished by:

   a. The requesting agency
   b. City and/or County Public Works
   c. Private transport (hired or volunteer)

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

A. After the initial compilation of the resource lists, they will be updated and maintained by the Joplin-Jasper County Emergency Management Director.

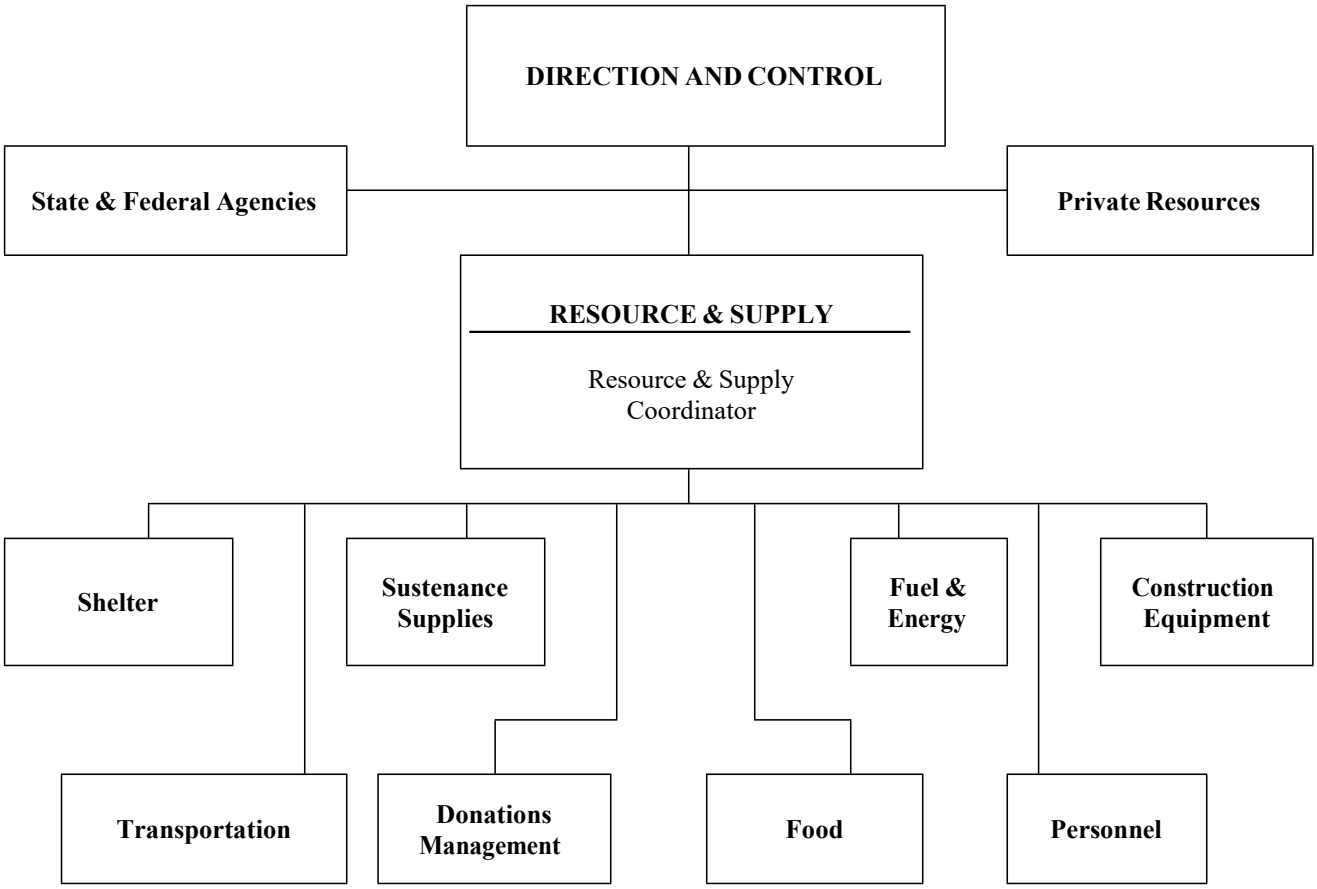
B. All updates and revisions of this annex will be completed by the Resource Supply Coordinator as instigated by the Emergency Management Director.

APPENDICES

1. Resource and Supply Organizational Chart
2. Resource Lists
3. Management of Donated Goods
4. Inventory Tracking
5. Resource Request Form

Appendix 1 to Annex G

RESOURCE AND SUPPLY ORGANIZATIONAL CHART



Various departments within county and city government such as public works, road districts, etc., will support the resource and supply function with equipment, manpower, fuel, etc. Outside resources from the private sector, business and industry, etc., will also be important.

* Jasper County -- County Clerk
City of Joplin -- Finance Director

Appendix 2 to Annex G

On File in Emergency Management Office
in Supplemental Plan

Appendix 3 to Annex G

MANAGEMENT OF DONATED GOODS & VOLUNTEERS

Donated goods will be referred to the Salvation Army for distribution.

COAD will work with unmet needs in the community

Appendix 4 to Annex G

INVENTORY TRACKING

DATE	ITEM	RECEIVED FROM	USED AT SITE #	TOTAL TIME USED	COST ESTIMATE

Appendix 5 to Annex G

See Appendix 9 to Annex O

ANNEX H

HAZARDOUS MATERIALS RESPONSE

I. INTRODUCTION

A. Emergency Response Notification Summary

1. When a hazardous substance spill occurs, notification to 911 is appropriate and then it will go to either Joplin Emergency Communications Center and/or the Jasper County Emergency Services Communications Center. Notification may come from several sources:

   a. Citizens

   b. Fixed Facilities

   c. County or City agency such as highway or street department

   d. County or City response agency

2. The Dispatcher receiving this first report must give priority to alert the Fire Department in the appropriate jurisdiction. The dispatcher must then try to obtain as much information as possible from the first source or the first responder (See Appendix 7).

   a. Identification of caller and how contact may be maintained.

   b. What happened? Where and when?

   c. Injuries?

   d. Chemical name or identity (placard).

   e. Estimated quantity.

   f. Type and condition of containers.

   g. Shipping information.

   h. First estimate of incident level.

3. The dispatcher then alerts Law Enforcement and EMS, passing on above information to all responding units (Appendix 2)

4. When the Incident Command Post (ICP) is established at the site, the Incident Commander will determine the Response Level for this event and set the Response Functions described in this annex in motion.

B. Scope of Hazardous Material Response

1. Jasper County is continually at risk for a hazardous materials incident. Although the number of fixed sites using hazardous

materials locally are small; the county is vulnerable to accidents involving these materials. Release of hazardous materials can come from fixed sites but is more likely to occur from transportation incidents on highways in the county.

2. This annex is developed to help Jasper County officials and first responders prepare for and deal with hazardous materials incidents.

3. The plans and procedures compiled here recognize that Jasper County has limited resources to respond to a Hazardous Materials Incident. Initial response will be defensive, focusing on safety of the affected population and of first responders at the scene. Defensive action will be executed until outside response teams with proper equipment arrive at the scene of the incident.

II. PURPOSE

A. Hazardous Materials Response is written as Annex H to the Jasper County All-Hazard Emergency Operations Plan under the guidelines of Title III of the Superfund Amendments and Reauthorization Act (SARA Title III).

B. This plan establishes the policies and procedures under which Jasper County will operate in the event of a hazardous materials incident.

C. This plan defines the roles, responsibilities and relationships of government and private organizations in response to a hazardous materials incident.

D. This plan provides assurance of appropriate response to protect the population, property and the environment of Jasper County in the event of a hazardous materials incident involving transportation, use, storage, or processing of hazardous materials.

E. LEPC/LEPD shall review and update this annex as described in Appendix 8 to Annex H: addressing Mitigation **42 U.S.C. 11003 (a)**

III. SITUATION AND ASSUMPTIONS

A. Situation

Jasper County is vulnerable to a variety of hazardous materials incidents due to transportation, storage, use, and processing of these materials.

1. Jasper County is located in the Southwestern part of Missouri and is surrounded by Barton County to the North, Dade and Lawrence Counties to the East, Newton County to the South, and the State of Kansas to the West. Based on the 2020 Census, Jasper County has a population of 117,404.

2. The major highways crossing the county are Interstate 44, Interstate 49, U.S. 96 and U.S. 59 (Appendix 4).

3. Railways running through the county are primary hazardous materials transportation routes:
   a. Canadian Pacific/Kansas City
   b. Mo-Northern Arkansas
   c. Burlington Northern.

4. Four pipelines run through Jasper County.

Pipeline	Materials Carried
Conoco	fuel oil, gasoline, propane
Explorer	fuel oil, gasoline, propane
Magellan Pipeline	crude oil
Southern Star	natural gas

5. There are no navigable rivers in the County.

6. There are fixed facilities in Jasper County that use or store hazardous materials. (Appendix 5)

7. There are a number of facilities in Jasper County that use or store extremely hazardous materials (EHS) (Appendix 6). **42 U.S.C. 11003 (c) (1) & 42 U.S.C. 11003 (c) (6)**

8. Resources in Jasper County for a response to a major HAZMAT incident are limited. Response to a serious incident (Level II or Level
III) will, in most cases, require outside resources: Mutual aid assistance, state and federal government and the private sector. **42 U.S.C. 11003 (c) (6**

9. There are two Hospitals, Freeman Health Systems and Mercy Regional Medical Center that have facilities to handle contaminated persons. Their staff, as well as the responders of the Ambulance Districts, have all been trained to handle contaminated persons.

B. Assumptions

1. Proper implementation of this annex and its supporting procedures will reduce or prevent releases and related exposure to the public and environmental damage.

2. The greatest threat of a serious hazardous materials incident in Jasper County is posed by transportation related incidents. Such incidents are more likely to affect segments of the general population in the county.

3. There are a number of fixed site facilities reporting Extremely Hazardous Substances. Planning for these facilities will be carried out using a three-tiered Hazard Analysis. Present levels of inventories reported via Tier II forms by fixed site facilities storing and/or processing hazardous materials pose a relatively small threat to the general population.

4. Protective actions for the general population may include in-place sheltering and/or evacuation. Many of the residents in the risk area will evacuate to private homes or shelters of their own choosing.

IV. CONCEPT OF OPERATION

A. General

1. Jasper County does not have the resources to neutralize the effects of a serious hazardous substance release and must turn to outside government and private agencies for assistance. The County has the capability to provide logistical support for these outside agencies and coordinate off-site protective actions.

2. Jasper County has the capability to make a first response to a hazardous materials release with local response agencies with personnel who are trained at the awareness or operations level. This response will be defensive and is to assess the severity of the incident, classify the emergency as shown below and start the notification chain and/or the response chain.

B. Levels of Response

1. LEVEL I Probable Emergency Condition

No evacuation other than from the immediate scene. This level of incident does not pose a chemical exposure hazard to first responders in fire service using thermal and respiratory gear. Examples of Level I incidents are minor releases of fuel from vehicular accidents, small containers that are not in danger of releasing substances. EOC not activated.

2. LEVEL II Limited Emergency Condition

An incident involving a greater hazard or larger area that poses a potential threat to life or property and which may require a limited evacuation of the surrounding area. These incidents may require outside assistance if it is necessary to stop the release. Examples of this level may be release of significant quantities of volatile organics at fixed facilities or cargo tank releases in transportation. EOC partially staffed.

3. LEVEL III Full Emergency Condition

An incident/accident involving severe potential exposure for the responders and/or the general public. Mitigation may require a large-scale evacuation and the expertise or resources of the private industry, state and federal governments. EOC fully staffed.

V. ORGANIZATION, RESPONSIBILITIES AND ASSIGNMENT OF TAKS

A. Organization and Responsibilities

1. Local Government

a. The Presiding Commissioner has overall responsibility for hazardous materials preparedness in Jasper County.

b. The Mayor of the City of Joplin or his designee has overall responsibility for hazardous materials preparedness in the City of Joplin.

2. Local Emergency Planning Committee/District

The Local Emergency Planning Committee was formed in accordance with the Missouri Emergency Planning and Community Right-to-Know Act of 1987. The LEPC is responsible for developing and maintaining the County Hazardous Materials Annex. A list of LEPC/LEPD members is given in Appendix 2.

3. Emergency Services

The appropriate emergency services respond to a HAZMAT incident as directed by the County Hazardous Materials Annex. Each agency has the responsibility to develop and maintain Standard Operating Procedures for their task assignments from this Annex and the Jasper County All-Hazard Emergency Operating Plan.

4. County Emergency Director

The Emergency Management Director, Joplin-Jasper County, will be the County Emergency Director responsible for coordination of emergency response activities.

B. Task Assignments for Response and Government Agencies

1. Jasper County Government:

a. The Presiding Commissioner appoints the County Emergency Management Director to handle all HAZMAT issues and incidents and work with facility emergency coordinators.

b. Sets policy to provide support by non-emergency county departments in the event of a hazardous materials incident.

2. Local Emergency Planning Committee/District (LEPC/LEPD):

a. The LEPC/LEPD holds scheduled meetings to establish short and long-range plans regarding the County's Hazardous Emergency Management Program.

b. Compiles the annual Hazardous Materials Inventory for Jasper County based on Tier II reporting.

c. Develops and maintains this hazardous materials response annex that provides for timely, effective response by the public and private sector.

d. Outlines methods and schedules training and exercises on hazardous materials in coordination with local government officials, schools, and available private participants.

e. Serves as the point of contact for Community Right-to-Know activities.

f. Keep the public notified of all LEPC/D activities and distribution requirements of the emergency response plan.

g. Designate an information officer to receive and process information requests on emergency response plans.

3. County and/or City Elected Officials

a. The County and City elected officials monitor the planning activities of the Local Emergency Planning Committee/District.

b. The County and City elected officials support the Incident Commander during emergency operations.

c. County/City Clerks maintains an accurate and responsible record of all expenses which accrue during a hazmat emergency. Submits an itemized bill to the spiller for expenses incurred.

4. County/City Attorney

a. Act as legal advisor on items related to public health and safety. Assists in resolution of legal problems that may arise due to Title III implementations or specific chemical release incidents.

b. Provides enforcement of regulations and initiates legal action against spillers responsible for the release of chemical hazards that violate state and/or federal regulations.

5. Incident Command: Fire Chief (or the highest-ranking department officer on the scene) **42 U.S.C. 11003 (c) (3)**

a. The Incident Commander will be the individual in charge of the hazardous material incident. The Incident commander, beyond the awareness level response, will meet the requirement of 29 CFR 1910-120 (q) and NFPA Standard 472, Chapter 5. The Incident Commander will direct and coordinate all aspects of the hazardous material incident, including but not limited to, the following:

1) Establish an incident command post and provide the communications center with the incident command post location.

2) Determine the nature of the hazardous materials.

3) Appoint a safety officer, liaison officer, and public information officer (based on level of the incident).

4) Establish site security and hazard exclusion zones within the hazardous sector.

b. Coordinates with all private and public agencies on-site at the Incident Command Post. Provides information as necessary for law enforcement and medical authorities on the hazards and risks posed by the materials spilled.

c. Initial hazard assessment to public, environment, and response personnel.

d. Ensure that the initial responding units operate within the realm of their training and capabilities.

e. Determine the appropriate personnel protection action (in-place sheltering, evacuations, or a combination of both, see Appendix 6 to Annex J - hazardous materials evacuation and Annex K - in-place sheltering).

f. Issue a public warning through the Public Information Officer (Annex C).

6. Fire and Rescue:

The recommended training level for the fire departments in the County is Operational.

a. Provides fire and rescue services consistent with training (minimum Awareness Level) and available protective gear.

b. Contains the release from a safe distance to keep it from spreading and prevent exposures.

c. Provides site support for federal, state or private dispatched HAZMAT teams (consistent with available protective gear) in the CONTAMINATION CONTROL and SAFE ZONES.

d. General Operating Condition--Appendix 13 Annex H.

7. Law Enforcement

The recommended training level for law enforcement agencies in the County is Awareness Level. Law enforcement is handled by the Missouri State Highway Patrol, Sheriff's Department or by the Municipal Police Departments within the boundaries of their jurisdictions.

a. ON-SCENE CONTROL: Establish scene perimeters, access control points, and traffic control points. Provide additional resources for traffic and crowd control.

b. Provides field operations support to the Incident Command Post consistent with training (Awareness Level).

c. Provides traffic control for the area affected by the incident.

d. Implements the order for evacuation.

e. Maintains security for vital facilities.

f. Additional duties/responsibilities (see Appendix 13 Annex H).

g. EVACUATION: The order to evacuate must come from the Incident Commander. The law enforcement agency designated by the IC or EOC is in charge and will direct the evacuation effort.

1) Isolate affected areas and permit entry only to appropriate response personnel.

2) Notify residents in the affected area, without endangering response personnel.

3) Assist the residents in relocation and provide directions out of the area and to shelter.

4) Provide security for evacuated areas and reroute traffic around the area and shelter.

5) Coordinate all search efforts for missing persons.

6) Assist in return of residents, upon the all clear order.

8. Emergency Medical Services

The recommended training level for emergency medical services personnel in the County is EMS/HM Level 1 (Awareness Level). EMS PERSONNEL AT EMS/HM Level 1 are those persons who, in the course of their normal duties, may be called on to perform patient care activities in the cold zone at a hazardous material incident.

a. Analyze a hazardous materials emergency to determine what risks are present to the provider and the patient.

b. Perform the necessary preparations for receiving the hazardous material patient and preventing secondary contamination.

c. Transport, treat, and distribute victims to medical facilities. Freeman Health Systems and Mercy Regional Medical Center are prepared to handle contaminated patients.

d. Provide a liaison between medical personnel and the IC. Notify the area hospital that receives victims what chemicals are involved, and what decontamination and exposure situations will be necessary for proper handling and care of victims.

e. Assign priorities of medical treatment on the basis of urgency and for transporting casualties from the incident site to appropriate medical facilities.

f. Provide the signs and symptoms of the chemical for medical awareness for all first responders.

g. Provides medical surveillance of response personnel in the exclusion perimeters.

9. Health Department - City/County Health

The recommended training level for health department personnel in the County is Awareness Level.

a. Manage the distribution and use of health resources. Allocate medical supplies in short supply.

b. Provide staff support to EOC.

10. All Emergency Services

a. Each emergency responding agency shall report to the Incident Commander upon arrival on-scene for coordination of all activities. The Incident Commander has the authority to direct the overall operations, select mitigation concepts and methods, and resolve conflicts.

b. It is the responsibility of the Incident Commander to recommend personnel protective actions (evacuation, in-place sheltering, or combination of both) after close coordination with agencies (e.g.: enforcement, emergency/medical services).

c. The cleanup, removal and disposal of contamination is the responsibility of the manufacturer or carrier who released the materials. ('Spill Bill' Sections 260.500 through 260.550, Revised Statutes of Missouri and 10 CSR 24-1.010 through 24-3.010). Assistance in removal and disposal oversight, technical considerations and funding may be obtained through the Missouri Department of Natural Resources and the U.S. Environmental Protection Agency.

d. For communication during emergency operations, all departments will use their existing equipment and procedures to communicate with field operations (Annex B of this Plan).

e. Provide staff support to the EOC.

11. State and Federal Support

a. Planning, training and on-site assistance are available through state and federal agencies. These are:

1) Missouri Emergency Response Commission (MERC)

2) Missouri Division of Fire Safety

3) State Emergency Management Agency (SEMA)

4) Missouri Department of Natural Resources (MDNR)

5) Federal Emergency Management Agency (FEMA)

6) U.S. Environmental Protection Agency (EPA)

7) National Response Center (NRC)

C. Private Sector Responsibilities **42 U.S.C. 11003 (c) (2) & 42 U.S.C. 11003 (c) (3)**

1. Fixed Facilities

a. A fixed facility can offer some benefits to initial responders. MSDS sheets should be available for quick reference of the products involved. There may be fire protective systems in place to assist in mitigation. They could include sprinklers, halon systems, private hydrants or ventilation systems. There is also the likelihood that someone knowledgeable about the emergency will be on location or readily available if requested.

b. A benefit of a fixed facility is the ability of the fire department to visit and inspect it on an annual or semi-annual basis. These visits should be used to discuss with the plant manager hazardous materials within the plant, systems that have been installed to mitigate these hazards and actions to take in an emergency situation.

1) Designate Facility Emergency Coordinator responsible for assisting in the preparation of this plan and for the preparation of compatible on-site contingency plans. These plans will include specific responsibilities, notification and emergency response procedures and available resources.

2) Provide technical support as requested in the development of off-site risk assessments and contingency planning.

3) Provide technical support to the Incident Commander at the Command Post during an incident.

4) Provide personnel, technical expertise and equipment support; and participate in chemical hazard exercises and other training activities.

5) Notify appropriate officials/agencies of a chemical release incident as directed by Federal and State laws.

2. Pipeline Operators

a. Responsible for a plan that outlines the general actions and establishes policies to be followed in the event of a chemical release incident.

b. Provide technical guidance, personnel and hardware to support the training and exercise program directed by the LEPC/LEPD.

3. Highway Carriers

a. Notify Dispatch Center of a HAZMAT incident. Provide the dispatcher with all appropriate information to complete the Chemical Emergency Notification Report (Appendix 7). Also, provide safe routes of entry into designated staging areas for emergency response personnel.

b. Develop a chemical incident response plan.

c. Maintain a response capability in the event of a hazardous materials incident involving their inventory.

d. Provide technical assistance, personnel and resources to the Incident Commander to mitigate incidents involving their inventory or property.

e. Provide proper identification of all hazardous materials carried.

f. Provide technical expertise, personnel and hardware to support the training and exercise program of the LEPC/LEPD?

g. Provide a list of major hazardous materials commodities shipped and periodically update that list.

D. Relationship To Other Plans

1. The Jasper County Emergency Operations Plan is the underlying document for the protection of health, safety, and property of the public in Jasper County from all natural and manmade disasters.

2. The Hazardous Materials Annex, Annex H, to the Emergency Operations Plan provides procedures to protect the public from transportation, storage, fixed site and transfer point hazardous materials incidents.

3. Each fixed facility having extremely hazardous substances is required to develop an on-site contingency plan that specifies notification, response activities and coordination procedures with outside agencies.

4. Emergency response agencies have entered into mutual agreements within the county and adjacent counties that increase response capability.

5. The State of Missouri has developed the Hazardous Substance Emergency Response Plan which outlines the responsibilities of the appropriate state agencies in responding to hazardous substances emergencies that exceed county capabilities under paragraph d.

6. The National Contingency Plan provides for a coordinated federal response to a large-scale hazardous materials incident. This plan is activated by request from the Incident Commander in case of a fixed facility incident, or through the shipper in case of a transportation related emergency.

VI. RESPONSE FUNCTIONS

A. Initial Notification of Response Organizations **42 U.S.C. 11003 (c) (2).**

1. When a hazardous substance spill occurs, notification of the Jasper County Emergency Communications Center may come from several sources.
   a. Citizens
   b. Fixed Facility
   c. County or City agency such as highway or street department
   d. County or City response agency
2. The Dispatcher receiving this first report must give priority to alert the fire department in the appropriate jurisdiction. The dispatcher must then try to obtain as much information as possible from the first source or the first responder (Appendix 7).
   a. Identification of call and how to maintain contact.
   b. What happened? Where and when?
   c. Injuries?
   d. Chemical name or identity (placard).
   e. Estimated quantity.
   f. Type and condition of containers.
   g. Shipping information.
   h. First estimate of incident level.
3. The dispatcher then alerts Law Enforcement, EMS, and the County Coordinator, passing on the above information to all responding units (Appendix 2).
4. Depending on the classification of the incident, many emergency functions may be necessary for the appropriate response.

Notifications will be made in accordance with procedures found in function annexes of the Jasper County Emergency Operating Plan. If a determination is made that the release exceeds the reportable quantity, the spiller must notify the Missouri Department of Natural Resources and the Local Emergency Planning Committee.

5. PUBLIC WARNINGS will be issued in accordance with the procedure set forth in Annex C of the Jasper County Emergency Operations Plan (EOP). **42 U.S.C. 11003 (c) (4)**

   a. EVACUATION. Evacuation can be completely effective if accomplished prior to the arrival of the toxic cloud. (See Annex J of the Jasper County EOP.)

   b. IN-PLACE SHELTERING. In some cases, advising people to stay indoors and attempting to reduce air flow into a structure may be the most effective protective action. (See Annex K of the Newton County EOP.)

   c. INGESTION ADVISORY. Drinking water and food crops may be contaminated by a chemical release. The public must be warned of a threat to food and water supplies.

   d. SEWAGE and RUNOFF. A hazardous chemical release may contaminate sewage systems or area streams and lakes. Such contamination could create a public health threat and serious environmental problems.

VII. DIRECTION AND CONTROL

A. Incident Management System

1. Responders to a hazardous materials emergency Level II or I in Jasper County will operate using the Incident Command System (ICS). To affect the fastest response, the County has not been divided into response zones, however, the following fire departments will assist in the event of an incident:

a.	Asbury Fire Department	242-5608
b.	Avilla Fire Department	646-5509
c.	Carl Junction Fire Department	649-6062
d.	Carterville Fire Department	673-3070
e.	Carthage Fire Department	237-7100
f.	Duenweg Fire Department	623-7408
g.	Jasper Fire Department	394-2596
h.	Joplin Fire Department	623-0403
i.	Oronogo Fire Department	673-2880
k.	Tri-City Fire Department	525-6271

l. Webb City Fire Department 673-2254

2. In the event of a hazardous materials incident, the Fire Chief of the area affected will be the Incident Commander. In his absence, command will be assumed by the highest-ranking department officer present. Incident Commanders must be qualified at ICS Level.

3. The maximum level personal protection available to these responders is structural firefighting protective clothing in combination with positive-pressure self-contained breathing apparatus (SCBA). Consequently, operations level response from Jasper County agencies will be defensive and not compromise the safety of the responders. (See Fire and Rescue)

4. When an incident is classified as a Level II or III HAZMAT emergency (beyond local response control), the Incident Commander must immediately request appropriate assistance at state and federal levels. (See Fire and Rescue) In preparation for logistical support of outside assistance, the Incident Commander activates the Emergency Operating Center (EOC).

B. Direction and Control Procedures

1. The Incident Commander will maintain control of the scene and coordinate all actions related to the incident and assign specific responsibilities to the Incident Command Post and the EOC.

2. The Incident Command Post provides a unified command of all participating agencies to ensure coordinated operations, simplification of communications, performance of logistical tasks, and to assist the Incident Commander with the overall management of incident activities.

C. Training/Refresher Training

Those responders who are trained in accordance with 29 CFR 1910.120 shall receive annual refresher training of sufficient content and duration to maintain their competencies.

X. EXERCISING

A. The Jasper County LEPC/LEPD is responsible for designing, scheduling and evaluating all exercises and drills. An exercise of the HAZMAT Annex will be held annually.

B. Each exercise will be followed by a critique to review the effectiveness of this annex and its support systems. This annex will be revised on the basis of the exercise critiques.

XI. ANNEX MAINTENANCE

Updating the Plan

A. Recommended changes to this annex will be made by the Jasper County LEPC/LEPD.

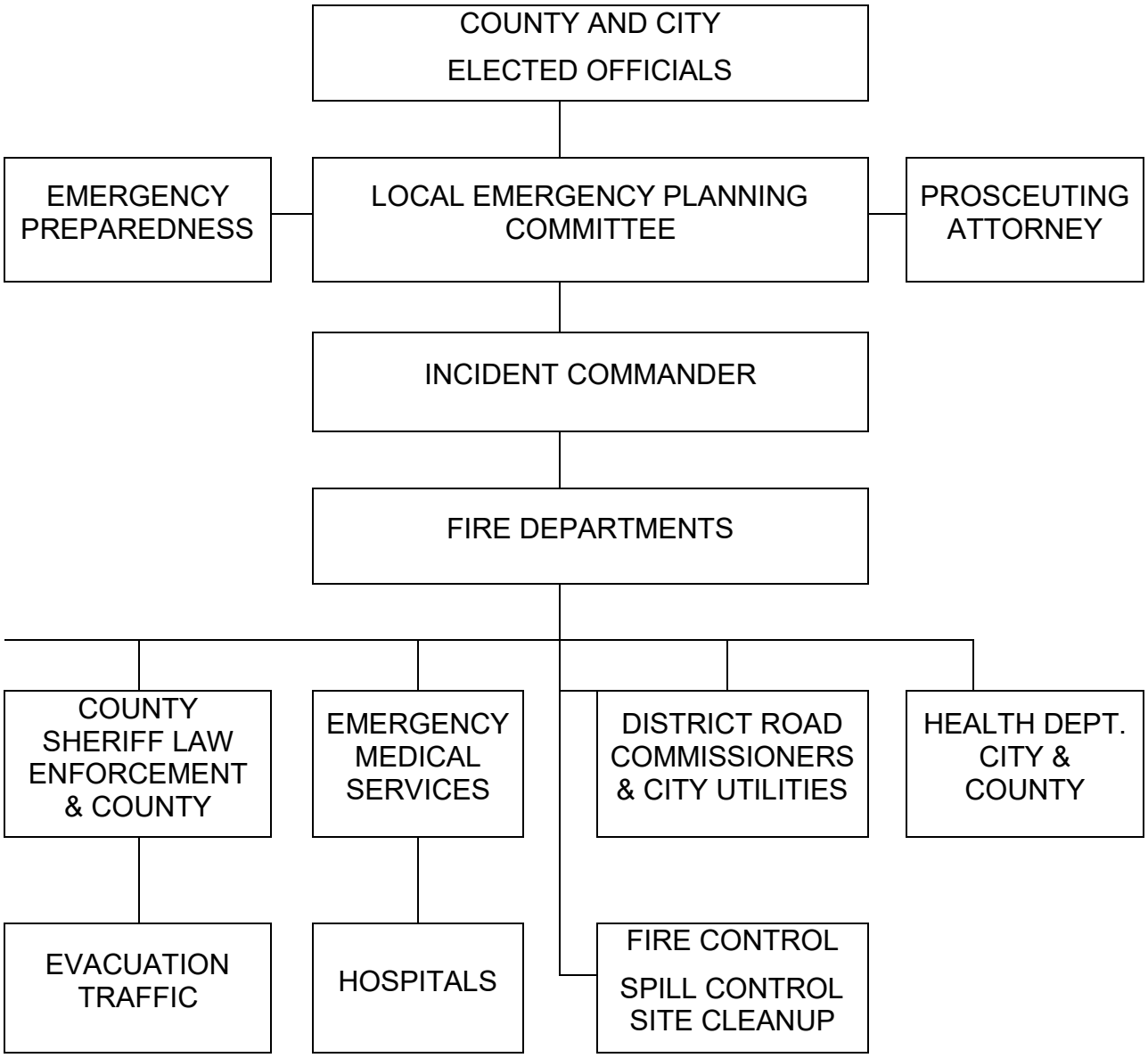
B. All revisions will be dated and recorded and provided to all holders on record. Revised pages will show the date of change.

APPENDICES

1. HAZMAT Response Organizational Chart
2. LEPC/LEPD Membership and Call-up Roster
3. Response Agencies for HAZMAT Incidents
4. Transportation Routes
5. Fixed Facilities with Extremely Hazardous Substances (EHS)
6. Fixed Facilities with Hazardous Substances
7. Chemical Emergency Notification Report
8. Checklist of Actions by Operating Time Frames
9. Radiological Incidents
10. Proposed Exercise Schedule
11. Proposed Training Schedule
12. Joplin Fire Department SOG
13. Fire and Rescue Operations
14. Law Enforcement Operations

Appendix 1 to Annex H

JASPER COUNTY HAZARDOUS MATERIALS RESPONSE ORGANIZATION



Appendix 2 to Annex H

LOCAL EMERGENCY PLANNING COMMITTEE MEMBERS

See Supplemental Annex

Appendix 3 to Annex H

RESPONSE AGENCIES FOR HAZARDOUS MATERIAL INCIDENTS

STATE ASSISTANCE	PHONE NUMBER
Governor's Office	(573)751-3222
Missouri National Guard	(800)526-6664
Missouri Emergency Response Commission	(573)634-2439
Division of Environmental Quality (DNR)	(573)634-2436
State Department of Health	(800)392-0272
Clean Water Commission	(816)229-3105
Air Conservation Commission	(816)233-1321
State Emergency Management Agency	(573)751-2748
Hazardous Waste Management Commission	(573)796-4779

FEDERAL ASSISTANCE (24 Hours)	
Federal Emergency Management	(202)646-2400
Agency for Toxic Substances and Disease Registry	(404)452-4100
National Response Center	(800)424-8802
Bomb Disposal and Explosive Ordinance Team -	
U.S. Army, Fort Leonard Wood	(573)368-3814
Nuclear Regulatory Commission	(301)951-0550
U.S. Department of Energy - Radiological Assistance	(202)586-8100
U.S. Department of the Treasury -	
Bureau of Alcohol, Tobacco, and Firearms	(816)426-7188

OTHER EMERGENCY ASSISTANCE (24 Hours)	
CHEMTREC	(800)424-9300
CHLOREP	(800)424-9300
NACA	(800)424-9300
Association of American Railroads -	
Bureau of Explosives	(202)639-2222

HAZARDOUS MATERIALS OPERATIONS PLAN

SOURCES OF INFORMATION ON HAZARDOUS MATERIALS

American Gas Association …….……..	(202)824-7000
American Petroleum Institute……..	(202) 682-8000
Association of American Railroads……	(202) 639-2100
Aviation Explosives Security Program (FAA)…….....	(202) 426-8490
Bombing Investigation & Terrorist Bombing (FBI)……	(202) 324-4664
Bureau of Explosives……	(202) 293-4048
Center for Disease Control ……...…….	(800) 232-4636
Chemical Manufacturers Association……	(202) 328-4200
Chemical Transportation Center (CHEMTRAC) …….....	(800) 424-9300
Chlorine Institute……...	(703) 894-4140
Classification of Explosives Military……...	(202) 325-0891
Department of Energy (DOE)……	(301) 353-5555
Department of Transportation…….……	(202) 586-1234
Destruction of Explosives (ATF) and Destructive Devices….	(202) 566-7087
Disaster Research Center……	(614) 422-5916
Dow Chemical Center……..	(989) 636-4400
Dupont Company…….……	(833) 338-7668
Federal Aviation Administration Information……	(800) 835-5322
Federal Highway & Railroad Administration……..……	(202) 366-0693
Found/Recovered Explosives (ATF)……..	(202) 566-7395
Hazardous Materials Advisory Council……..	(202) 223-1271
Hazardous Materials (USGC)……	(202) 426-2296
Hazardous Materials Program Mgr. (FAA)……..	(202) 426-8417
Information Hot Line (Nuclear)…….……..	(202) 586-1234
Institute of Makers of Explosives……	(202) 789-0310

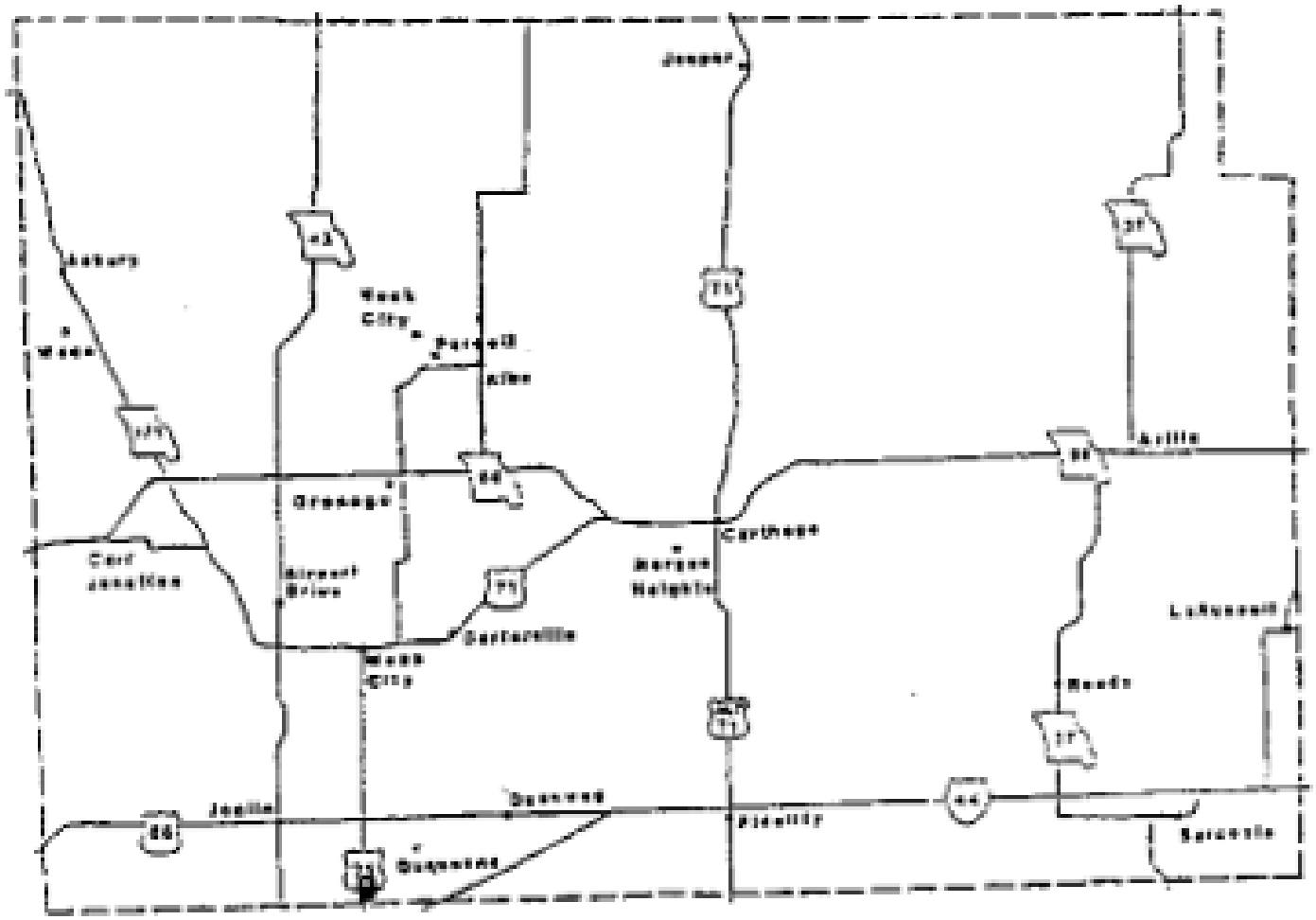
National Fire Protection Association…….. (617) 770-3000
National Foam……... (610) 363-1400
National Poison Control…….. (800) 222-1222
National Response Center ……. (800) 424-8802
(United State Coast Guard, Environmental Protection Agency)
Nuclear Regulatory Commission…… (800) 368-5642
Pesticide Safety Team Network (PSTN)…….. (800) 424-9300
Pesticide Lab……. (800) 531-7790
Pollution Response Branch (United States Coast Guard)…. (202) 426-9568

Appendix 5 to Annex H

PRIMARY TRANSPORTATION ROUTES & TRAFFIC CAPACITIES

Highway 43-	From north to south border,	2,260
Highway 66-	From west to I44 Business	15,000
Highway 71-	From north through Carthage to I-44	22,660
Highway 37-	From Avilla north to border	660
Highway 71B-	From Carthage, through Webb City & south to border	760
Highway 96-	From east to west border	3,500
Highway 171-	From Carthage, through Webb City, Carl Junction, to border	300
Highway HH-	From 71A to AA Highway	350
Highway AA-	From 71 to I44 Business	350

Map of Transportation Routes



Appendix 5 to Annex H

FIXED FACILITIES WITH EXTREMELY HAZARDOUS SUBSTANCES

On file with: Joplin-Jasper County Emergency Management Agency

Appendix 6 to Annex H

FIXED FACILITIES WITH HAZARDOUS SUBSTANCES

On file with: Joplin-Jasper County Emergency Preparedness Agency

Appendix 7 to Annex H

CHEMICAL EMERGENCY NOTIFICATION REPORT

Date_____ Time_____ Received by _____

1. Caller name_____Representing _____
2. Callback Nos._____Emergency Contact (name)_____
3. Material(s) Released (spell)_____E.H.S. yes/no
4. Amount Released_____lbs./gal Potential release _____
5. Date of Release_____Time_____Duration____hr.___min.
6. Release medium: Air_____Water_____Soil_____Sewer_____Drains_____
7. Location: City or County _____
   Facility name: _____
   Facility address: _____
8. Health risks _____
9. Precautions (Public Safety Concerns) _____
   _____
10. Incident Description: Fire_____Gas vapor_____Spill_____Explosion_____
    Other_____
11. Type of Container:
    Truck ___ Rail Car ___ Drum ___ Storage tank *(above or below ground)* ___
12. Four-digit ID number_____Placard/Label information _____
13. Weather conditions_____Wind Direction_____Temperature _____
14. Agencies notified:
    Local Fire……. yes_____no_____time
    Local Emergency Management Director……. yes_____no_____time

Missouri Department of Natural Resources (573) 634-2436……
…….. yes_____no_____time
National Response Center (800) 424-8802……... yes no time
CHEMTREC (800) 424-9300…….. yes_____no_____time
Other _____.....____yes_____no_____time

15. Remarks, etc. _____

Appendix 8 to Annex H

CHECKLIST OF ACTIONS BY OPERATING TIME FRAMES

MITIGATION

1. Develop after-action to include:
   a: Actions taken.
   b: Personnel costs and materials expended.
   c: Assistance received from and given to other agencies.
   d: Problem areas to address corrective measures.

2. Review plans and procedures with key personnel and make revisions and changes.

3. Develop safety programs that include disaster situations for presentation to the public.

4. Develop training programs for local fire departments and emergency medical services.

5. Identify facilities such as hospitals, nursing homes and adult congregate living facilities (ACLFs) that could create special problems before or during an evacuation.

6. Participate in tests, exercises and drills.

7. Establish liaison with private area resources that could be useful in the event of a HAZMAT incident.

8. Develop SOG's to meet anticipated needs.

9. Review and update the annex and SOGs at least annually. Call-up lists should be reviewed twice a year.

10. Initiate and conduct training programs.

PREPAREDN
ESS

1. Alert key personnel according to the procedures established in departmental call- up lists.

2. Determine the status of equipment and resources.

RESPONSE

1. Initiate the hazardous materials annex or plans to include possible evacuation, area control and clean-up.

2. Alert or activate off-duty and auxiliary personnel as the emergency requires.

3. Notify DNR at 1-800-334-6946 or 573-634-2436.

4. Coordinate activities with other agencies.

5. Coordinate the response of those responding from outside the incident area.

6. Activate mutual aid agreements if needed.

7. Relay the damage reports. Advance warning of all potential problem areas should be included in the report to the SEOC.

8. Maintain records of actions, problems and costs.

RECOVERY

1. Continue to participate in clean-up. Assist in damage assessment.

2. Report on all activities to direction and control.

3. Submit expense report on personnel, resources and supplies expended.

4. Replenish supplies and repair damaged equipment.

Appendix 9 Annex H

RADIOLOGICAL INCIDENTS

I. PURPOSE

This document provides for the organized effort necessary to minimize the effects of radiation on the people, resources and environment through detection and implementation of preventive and remedial measures.

II. SITUATION AND ASSUMPTIONS

A. Situation

There are several types of situations that have the potential to cause a radiological incident.

1. Fixed Facilities - The hospitals are the only facilities that store radiological materials and dispose of radiological waste in Jasper County.
2. Transportation Routes - The highways identified in Appendix 4 Annex H would be where any radiological materials or waste would be transported.

B. Assumptions

1. In the event of a peacetime radiological incident, assistance will be available from the state and federal governments and from the nuclear industry to detect radiation, monitor it, and predict its spread.
2. First responder organizations, particularly fire and law enforcement, will be part of the local radiological emergency support program and will accept appropriate training for such response.
3. Based on previous history, the chance of a radiological incident is not a significant threat to people or the environment.

III. CONCEPT OF OPERATIONS

A. Reporting Requirements

Radioactive materials are closely regulated by federal laws for reporting, handling, and transporting these kinds of materials.

1. Fixed facilities are required to report their radioactive materials under SARA Title III (CERCLA) to the Missouri Emergency Response Commission (MERC), the Local Emergency Planning Committee (LEPC), and the local fire department.
2. Highway and railway shipments of radioactive materials are also required to report the material to be shipped, when it will be shipped, and the shipment route to either the State Emergency

Management Agency (SEMA) or the Department of Natural Resources (DNR).

B. Response Capability

1. State

a. Notification of an Incident - Point of Contact

1) Department of Health and Senior Services

Notify Center for Emergency Response and Terrorism (CERT) 1-800-392-0272.

2) Department of Natural Resources - primary notification point for a hazardous materials incident. 24-hour number: 573-634-2436.

3) State Emergency Management Agency - 24-hour Duty Officer: 573-751-2748.

b. Response Teams - Trained radiological response teams are available from the state to respond to an incident.

c. Additional State Agency Assistance

1) Missouri State Highway Patrol - Troop D Headquarters, 3131 East Kearney Street in Springfield. Maintain a self-support kit to use for a radiological incident. Officers have received orientation training through SEMA.

2) Missouri Department of Transportation (MODOT) in Springfield have self-support kits available in the district offices that are along identified radiological highway corridors. Personnel are trained at the radiological monitor level through SEMA.

2. Local

Identify trained response agencies and personnel. Note if no capability is available.

a. Fire departments and law enforcement agencies - fire and law enforcement personnel receive, as a minimum, awareness level training for hazardous materials as required under SARA Title III.

b. Health and Medical Services – Mercy Regional Medical Center and Freeman Hospitals can handle victims involved in a radiological incident.

c. Emergency Management - SEMA can provide a list of people who have received radiological training through SEMA.

d. Other - Local jurisdictions along identified highway and railway corridors have been given self-support kits through SEMA. The information can be obtained from SEMA.

C. Monitoring Equipment

Radiological monitoring equipment for local organizations is provided, calibrated and maintained by the State Emergency Management Agency. The following types of equipment are available.

1. Self-Support Kits: Information on how many self-support kits are available and where they are located is available from SEMA.

D. Accident Assessment

1. First on-the-scene responders should follow the appropriate "Action Guides" for radioactive and other hazardous materials in the NAERG North America Emergency Response Guidebook. These action guides conservatively assume minimal specialized training by first responders; hence, response actions beyond those indicated in this guide would depend on the particular accident contingencies and the expertise of the responders.

2. Since specialists with the expertise to assess the degree of the radiological hazards in an accident will seldom be at the scene of the accident in the initial response phase, provision should be made for rapid and reliable communication linkages between emergency first responders and radiological authorities not at the scene.

3. Trained state and local radiological response teams should be established. Provisions should be made for rapid notification and deployment capabilities of these teams on a 24-hour basis. Procedures for response by adequately trained teams from appropriate jurisdictions (i.e., state, local) should have responsibility for the following functions:

   a. Assess need for first aid and lifesaving efforts, as appropriate;

   b. Determine if radioactive materials and other non-radioactive hazardous materials, such as flammable and corrosives, are involved and, if so, which are separate hazards or which might interact with radioactive materials or their packaging;

   c. Develop procedures for controlling access to and egress from the accident scene;

d. Develop and adopt safety measures for response team members to prevent injury from environmental factors not related to radioactive or other hazardous materials, such as avoiding electric shock, falls, and fire;

e. Develop methods for obtaining all possible information regarding the type of packaging; the information form marking, labeling and placarding; the type, quantity and chemical form of the radioactive materials involved; and the observable indicators of release of radioactive materials from packaging;

f. Obtain information on the accident including location, condition of radioactive materials packages, fire potential, weather conditions, and any other relevant information.

g. Determine capability of commonly available radiological survey instruments to measure specific radio nuclides identified on shipping papers or labels;

h. Measure radiation levels, as appropriate, if capability exists (see f and g above);

i. Perform preliminary dose projections, if needed, based on observation, measurements, and actual or potential radioactive releases; and

j. Develop criteria for determining need and methods for taking environmental samples.

E. Protective Actions for Public

The three options for protecting the population are access control, evacuation and shelter. Local officials will implement one or more options, depending on the best available estimate of the disaster situation.

1. Controlling access to the area should be included as a method here. It is the most likely action to be taken until experts from the Department of Health and Department of Natural Resources arrive.

2. Evacuation will be considered based on the condition of the area to be evacuated, the condition at the selected destination, and any risk of exposure while en route. Evacuation operations are discussed in Annex J.

3. Sheltering in-place will depend on the relative protection from potential disaster agents provided by the available residential, commercial, and recreational structures in the community. People will be advised to stay indoors and reduce the air flow into the structure. In-place shelter is discussed in Annex K.

F. Decontamination

The State Department of Health should be contacted regarding decontamination of facilities, equipment, and the environment.

G. Cleanup

The spiller is responsible, according to state and federal law (Sec. 260.500 through 260.550 RSMo. and 10 CSR 24-1.010 through 24-3.010), for the costs of all cleanup and countermeasures. The Incident Commander, in conjunction with requested state and federal resources (DNR and EPA), is responsible for determining these measures and monitoring the cleanup and disposal of contaminated materials.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The chain of command at the accident scene should be stated explicitly. There should be one person or agency with overall authority and responsibility for radiological assessment and control. See Appendix 1 to this Annex.

V. DIRECTION AND CONTROL

Incident Command will be used for on-scene management of a response to a hazardous materials (radiological) incident, as discussed in this Annex.

VI. TRAINING

A. SEMA offers the following radiological training:

1. Radiological Monitor (RM). This is an 8–12-hour course. Home Study 3 (HS 3) is a prerequisite.
2. Fundamental course for Radiological Monitor. This is a 2–4-hour course.
3. Radiological Response Team (RRT). This is a 32-hour course. The RM course is a prerequisite.
4. A refresher RRT course is available through SEMA and is an 8-hour course.
5. Radiological Officer (RO). This is a 24-hour course. The RRT course is a prerequisite.

B. Department of Health provides radiological training to hospitals and ambulance services. They offer the following course:

1. The Hospital Radiation Accident (HRA) course provides participants with a basic understanding of radiation and its biological effects and provides basic procedures for managing medical emergencies due to radiation accidents.

C. SEMA and the Division of Fire Safety will assist with arranging for hazardous materials awareness level courses for all first responders.

D. Home-study courses for radiological incidents are available from the Federal Emergency Management Agency (FEMA) by contacting SEMA.

1. HS 3 - Radiological Emergency Management.
2. IS 301 - Radiological Emergency Response: An Independent Study.

VII. ADMINISTRATION AND LOGISTICS

Provision should be made for record keeping and documentation of key data obtained or developed related to accident assessment.

VIII. AUTHORITIES AND REFERENCES

A. Public Law 99-499, Superfund Amendments and Reauthorization Act (SARA), Title III.

B. North American Emergency Response Guidebook.

C. Memorandum of Understanding Concerning Radiological Emergency Response (Department of Natural Resources, Department of Health, and SEMA).

D. Nuclear Regulatory Commission.

E. 40 CFR, Part 302, Designation, reportable Quantities, and Notification Issues for Hazardous Materials.

F. 44 CFT, Part 10, Environmental Considerations.

G. Chapter 292, Health and Safety of Employees, Missouri Emergency Response Commission, Revised Statutes of Missouri, 1993.

H. Public Law 101-615, Hazardous Materials Emergency Planning, Revised 1995.

I. Public Law 85-256, Price-Anderson Act, provides for a system of compensating the public for harm caused by a nuclear power plant accident.

Appendix 10 to Annex H

PROPOSED EXERCISE SCHEDULE

42 U.S.C. 11003 (c) (9)

The HazMat Plan will be exercised annually. This will be either a functional or an actual incident.

Appendix 11 to Annex H

HAZ-MAT TRAINING

Detailed Hazardous Materials Plan is on file in the EOC.

ANNEX I
PUBLIC WORKS

I. PURPOSE

The ability of local government to protect life and property in Joplin and Jasper County following or during a disaster could well depend upon how fast any utilities are restored or how soon debris can be removed from the streets. This annex will organize local public works resources in such a manner that they will be able to perform the many tasks that are essential to an effective emergency (disaster) response.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Joplin and Jasper County are subject to many types of hazards (see Basic Plan, Situation & Assumptions). The Public Works section could become involved in any of these and could be asked to perform any of a large number of assignments.

2. The residents of Jasper County and its municipalities are served by several different utility companies -- municipal and private (see Appendix 3 to this Annex).

3. Private resources are available in Joplin-Jasper County to assist in Public Works activities.

4. Outside resources are available to assist should all local resources become committed.

B. Assumptions

1. Should a major disaster occur, the local public works department will not have adequate resources to deal with all potential problems immediately and will have to assign tasks on a priority basis.

2. Local private resources should be adequate to supplement the public resources.

3. Outside resources (state and federal) will respond when called upon but their ability to react may be limited.

4. When a disaster occurs, all public works equipment and personnel will be available for response.

III. CONCEPT OF OPERATIONS

A. General

1. The ultimate responsibility for providing public works services rests with local government, but utility companies play a major supporting role. See Appendix 3 to this Annex for a list of these companies.

2. During a classified emergency (see Appendix 3 to the Basic Plan, Emergency Classification and Control Procedures), the head of the Public Works section will coordinate activities with the EOC or the site commander.

3. Following any disaster occurrence, public works section will be a major participant in the damage assessment activities described in Annex D, as well as activities described in Annex N.

4. HazMat training to Awareness Level and Basic IMS and Hazardous Materials/WMD Awareness is recommended for Public Works personnel.

B. Actions to be taken by Operational Time Frame

1. Mitigation

a. Participate in the hazard identification process and identify:

1) Special procedures that need to be developed
2) Vulnerabilities in the public works system

b. Train personnel in emergency procedures (radiological and hazardous materials incidents).

c. Review all other annexes of this plan to insure proper coordination of public works activities.

d. Develop emergency procedures to include, but not limited to the following:

1) Debris removal
2) Call-up lists and procedures
3) Road and bridge repairs
4) Emergency utility service to critical facilities
5) Restoration of normal utilities
6) Damage assessment (see Annex D)

7) Flood control and snow removal
8) Garbage disposal
9) Evacuation
10) Sheltering of personnel and equipment
11) Support to other agencies

e. Establish contact with private resources that could provide support during an emergency. (See Appendix 2 to Annex G, Resource Lists.)

f. Participate in drills, tests, and exercises to include critique and follow-up actions.

2. Preparedness

a. When advised of potential hazard, check status of:
1) Personnel
2) Equipment
3) Supplies
4) Facilities
(Especially those areas required to deal with the approaching hazard).

b. Activate call-up plans.

c. Check status of communications systems.

d. Establish contact with the EOC or the person in charge at the scene.

e. Ensure protection of all Public Works personnel and equipment.

f. Maintain increased readiness status until the situation escalates or the order to discontinue operations is given.

3. Response

a. Provide support on a priority basis as determined by the EOC or the site commander.

b. Restore utility service to critical and essential facilities as required (i.e., hospitals, nursing homes, schools, businesses, etc.).

c. Clear roads and restore utilities to facilitate emergency operations.

d. Survey Public Works damage and report to the EOC (Annex D).

e. Close roads and construct barricades as directed.

f. Make recommendations to the EOC on:

1) Priority of repairs
2) Outside assistance required

g. Assist in search and rescue operations as required under the direction of the Fire and Rescue operations.

4. Recovery

a. Repair and restore public works and vital facilities on a priority basis.

b. Provide potable water and sanitary facilities if necessary.

c. Coordinate utility repairs by outside agencies.

d. Support decontamination if necessary.

e. Participate in after action reports and critiques.

f. Make necessary changes in plans and procedures.

g. Recommend changes in planning, zoning, and building codes to mitigate future disasters.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the Public Works function is shown in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. Public Works activities in Jasper County will be under the direction and control of the Road District Commissioners. Each will be responsible for all public works activities in the unincorporated areas of the county. They will not have actual

control over all activities, as the public utilities are not under the day-to-day control of the county government.

2. The Joplin Public Works Director will be responsible for such operations in the City of Joplin with the exception of those services provided by the public utilities.

V. DIRECTION AND CONTROL

A. All public works personnel will be supervised and assigned by the appropriate Public Works Director.

B. The directors of the County and municipal public works departments or their representative will locate to the appropriate EOC and operate from there. The other public works personnel will participate in operations on-site and they must at all times remain in contact with the EOC and report regularly to their public works director.

C. Outside resources will be under the direct control of their own supervisors but will be deployed by the EOC and assigned missions by the site commanders.

VI. CONTINUITY OF GOVERNMENT

A. Lines of succession

1. Jasper County Road Districts

a. Commissioners (3)

2. Joplin Public Works Department

a. Director

b. Assistant Director

c. City Engineer

B. In the event the primary EOC is unable to function, public works operations will be directed from the alternate EOC as explained in Annex A, Direction and Control under Section II.

VII. ADMINISTRATION AND LOGISTICS

A. Administration

1. Overall administration of the Public Works services will be by normal day-to-day procedures.

2. Additional resources for this function will be requested through Direction and Control (Resources and Supply, Annex G).

B. Logistics

1. Normal hiring procedures for hiring outside contractors can be circumvented, but only when authorized in writing by the chief elected official present.

2. Other emergency supplies can be procured in the same manner, but adequate records must be kept.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

A. It is the responsibility of the Joplin Public Works Director and the Jasper County Road District Commissioners to maintain this functional annex.

B. They will participate in regularly conducted drills and exercises and incorporate the results into the annex.

C. The SOGs will be maintained by the department heads as required.

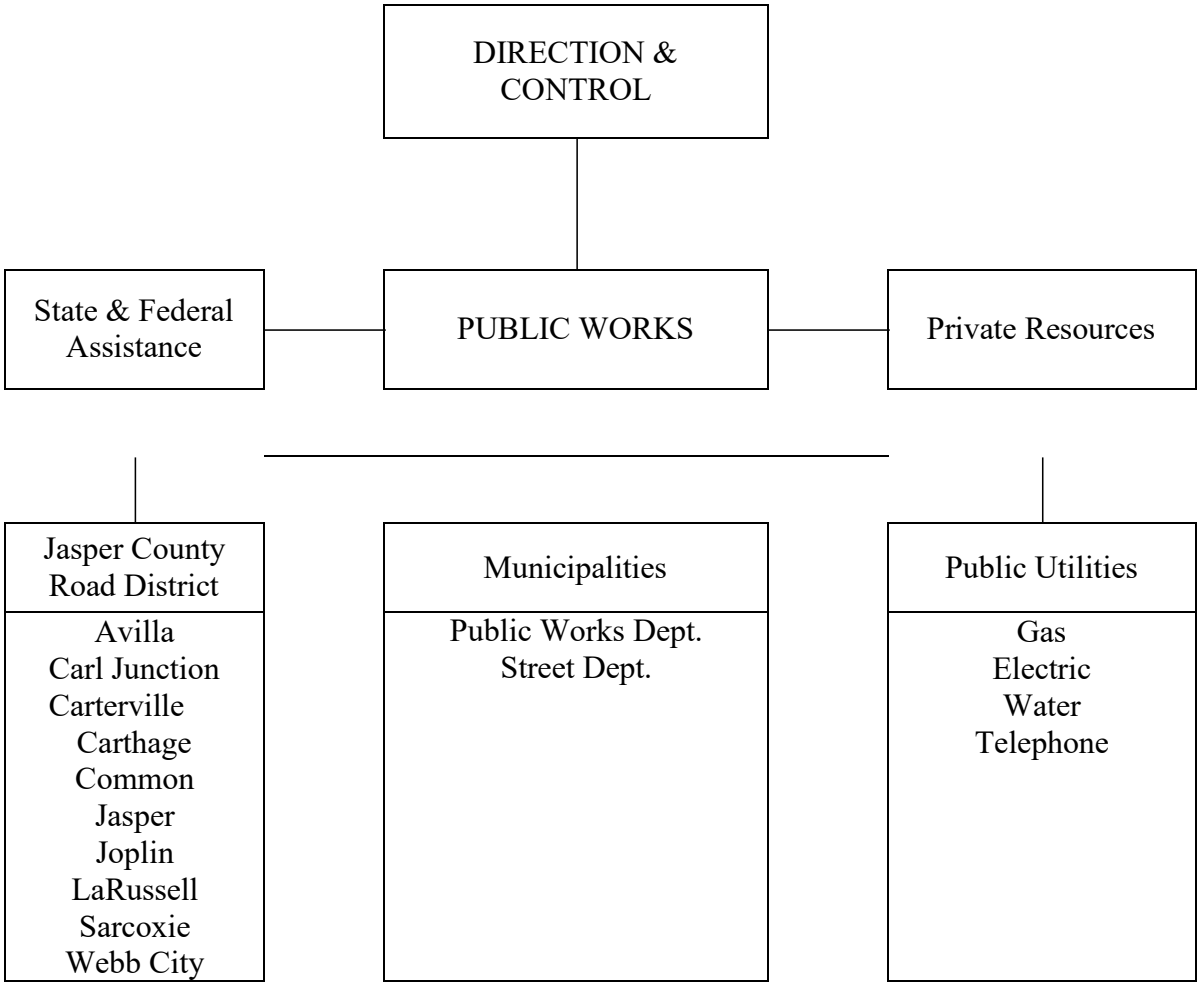
D. An annual review of this annex will be instigated by the Joplin-Jasper County Emergency Management Director and the results will be incorporated into the annex.

APPENDICES

1. Public Works Organizational Chart
2. SOG for Emergency Repairs
3. Utilities
4. Jasper County Road Districts (Map)

Appendix 1 to Annex I

PUBLIC WORKS ORGANIZATIONAL CHART



Appendix 2 to Annex I

SOG FOR EMERGENCY REPAIRS

A. Each county and city public works organization will have its own specialized priorities for emergency repairs. Part 1 below consists of general guidelines for such repairs following a disaster.

1. Guidelines:

a. Clear debris and make repairs to roads and bridges that are impeding rescue crews and equipment (lifesaving).

b. Restore services to facilities with special needs (nursing homes, temporary shelters, etc.).

c. Repairs to roads and bridges that have isolated people.

d. Restore services to schools, critical facilities, and businesses.

e. Make any necessary repairs to expedite recovery.

2. Again, these are just general guidelines, and each disaster will have a different set of circumstances so each problem must be judged on a case-by-case basis and priorities established at that time.

B. Equipment

Equipment lists and inventories are maintained by the Jasper County Road Districts and the Joplin Public Works Department. As the inventories change, each is responsible for keeping the resource lists updated. Copies of these lists are kept on file with the Joplin-Jasper County Emergency Management Director.

C. Personnel

Personnel rosters are maintained by the Joplin Public Works Department. The Jasper County Commission keeps a list of the Road District Commissioners and furnishes a copy to the Joplin-Jasper County Emergency Management Director.

D. Call-Up Procedures

See Appendix 2 to Annex A.

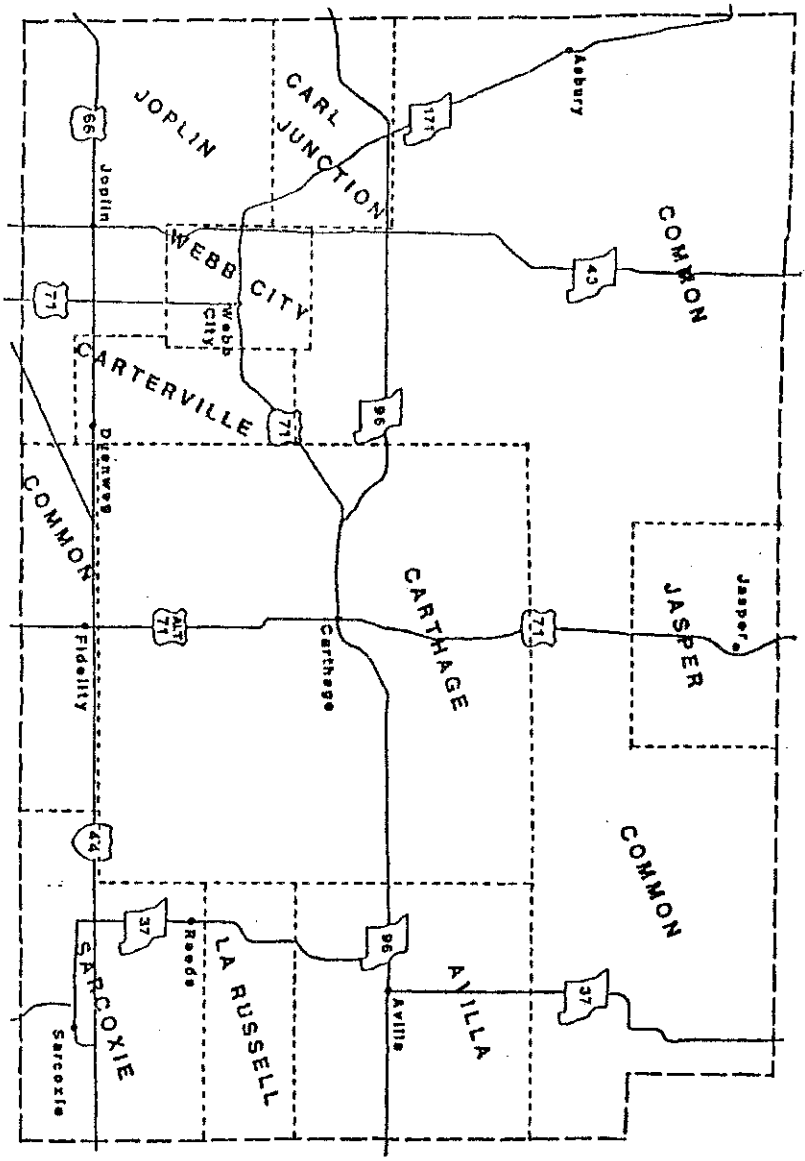
Appendix 3 to Annex I

UTILITIES

See Supplemental Annex

Appendix 4 to Annex 1

JASPER COUNTY ROAD DISTRICTS
(Map)



Jasper County Road Districts (10)

I-10

ANNEX J

EVACUATION

I. PURPOSE

The movement of people and property from areas "at risk" to a safer place is a concept as old as mankind. This annex will give Joplin and Jasper County guidelines under which they can accomplish such an evacuation. This function must be applicable to small, localized situations as well as for a whole-scale countywide movement should the need arise.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Joplin and Jasper County are subject to many hazards (see Basic Plan, Situation and Assumption) that could threaten the lives and property of its citizens and require evacuation operations. Such hazards could be flooding and hazardous materials incidents.

2. Joplin and Jasper County have a good transportation network that will facilitate any evacuation of the general population.

3. There are several special facilities (hospitals, nursing homes, schools, etc.) that will require special consideration in this annex.

B. Assumptions

1. In almost every emergency situation requiring evacuation, a number of people will evacuate on their own volition. Approximately 4,000 will require public transportation.

2. It can be anticipated that the majority of persons will receive and follow the evacuation instructions. However, a certain portion of the population 1) will not get the information, and 2) will not understand it, or 3) will purposely not follow directions.

3. In all cases, an adequate number of city and/or county emergency personnel will be available to accomplish the tasks necessary to complete the evacuation.

4. Panic by evacuees will not be a problem as long as the government furnishes adequate information.

5. Evacuation will be primarily by family groups using privately owned vehicles with transportation being provided for those persons without automobiles.

6. Looting of evacuated areas is possible, but will be contained by local law enforcement.

7. Assistance in planning for and in conducting actual evacuations will be provided by higher levels of government.

III. CONCEPT OF OPERATIONS

A. General

1. The ultimate responsibility for ordering an evacuation rests with the local government; hence, it should only be implemented by the chief elected official or a designated successor.

2. During any evacuation, close coordination will be required with the following functions:

   a. Reception & Care -- The evacuees must have some place to go even if it's in another county.

   b. Law Enforcement -- Traffic control along movement routes and security for evacuated areas are an absolute necessity.

   c. Resource & Supply -- Transportation for persons without automobiles, food, clothing, and fuel will be required.

   d. Other support agencies -- Constant interface will be required with the state and federal government and private agencies such as the Red Cross.

3. The duration of the evacuation will be determined by the chief elected official present based on technical information furnished by federal, state, and local agencies.

4. Certain day-to-day governmental activities will be curtailed during evacuations. The degree to which this is necessary will, of course, depend upon the commitment of local resources that are required.

5. Transportation will be provided for patients of nursing homes, hospitals, and other institutions requiring special care or attention. Patients in residential care to be included as needed. Appendix 2 to this Annex lists these facilities.

6. During the evacuation, staging areas and pick-up points will be identified to provide transportation for those people without private automobiles or other means (see Appendix 3 to this Annex).

B. Tasks to be Accomplished by Operating Time Frame

1. Mitigation

a. Identify potential evacuation areas in accordance with the results of the hazard identification process.

b. Identify population groups or facilities requiring special assistance in an evacuation (hospitals, nursing homes, senior citizens, persons who are visually or mobility impaired or medically dependent, etc.).

c. Identify private organizations that can facilitate evacuation (i.e., service stations, garages, fuel distributors, bus companies, etc.). This should be done in conjunction with the head of the Resource & Supply Section (Annex G).

d. Develop contingency plans for alternate evacuation routes, reception areas, transportation services, etc.

e. Coordinate all evacuation plans with the State Emergency Management Agency.

2. Preparedness

a. Analyze all developing emergencies for potential evacuation situations to include number of evacuees.

b. Alert reception and care of possible evacuation and obtain location of available reception centers.

c. Identify necessary evacuation routes and check the status and condition of each one (coordinate with Law Enforcement).

d. If appropriate, contact road service groups (wreckers, service stations, etc.).

e. Locate transportation for all persons in threatened area.

f. Through the Direction and Control Section (EOC), alert all other emergency sections that an evacuation may be required.

g. Inform the public of the potential evacuation to include the nature of the problem, the movement route to use, and the reception area to go to.

h. If necessary, make plans to evacuate government and critical workers.

3. Response

a. Order evacuations, when necessary.

b. Notify all appropriate agencies to include state and federal. Coordinate with PIO, EOC, Law Enforcement and Reception & Care Coordinator on evacuation routes.

c. Monitor the following actions to insure the evacuation functions smoothly:

1) traffic flow
2) reception areas, and
3) security for evacuated area

d. Broadcast public information continuously during the evacuation to minimize confusion.

e. Coordinate with and furnish information on the situation to the other emergency services.

f. Assist in the transfer of necessary supplies and personnel to reception areas, especially if these areas are outside the affected jurisdiction.

g. As the evacuation winds down, begin planning for the return.

h. Designate rest areas along movement routes where evacuees can obtain fuel, water, medical aid, vehicle maintenance, information, and comfort facilities.

i. Provide for security and parking in the reception area.

j. Provide for transportation for essential workers who might have to work in or near the hazardous areas.

k. Make provisions for the evacuation of handicapped, elderly, and institutionalized persons.

4. Recovery

a. Initiate return when conditions will allow this to be done safely.

b. Monitor all return activities until the return is completed.

c. Maintain increased readiness until living conditions return to normal.

d. Prepare after action reports to evaluate operations.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the evacuation function is shown in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. In most cases, all major decisions pertaining to evacuation will be made by either the County Commission or the Mayor of the affected municipality as is provided for in state statute.

2. In some instances, when time is of the utmost importance, the chief law enforcement or fire official at the scene can initiate an evacuation. (An example here is a hazardous materials incident.)

3. The Joplin-Jasper County Emergency Management Director will coordinate the activities of all agencies participating in the evacuation. The Director will keep the chief elected officials advised at all times on the actions taken.

4. Traffic control and site security will be the responsibility of the Law Enforcement Section. The County Sheriff will control these activities for Jasper County and the municipal police chiefs will control these activities in their jurisdictions (see Annex E).

5. Public transportation will be the responsibility of the Resource & Supply Section (Annex G).

6. Transportation routes and their capacity. (Appendix 4 Annex H) Traffic control points will be determined by law enforcement at time of evacuation.

7. The dissemination of information and instructions to inform and motivate residents to comply with evacuation plans will be the responsibility of the Emergency Public Information Section (Annex C).

8. Other sections will provide support as necessary to meet the needs of the emergency.

V. DIRECTION & CONTROL

A. All evacuation operations will be coordinated and controlled through the EOC of the affected jurisdiction(s).

B. Should the order come to evacuate the entire county, operations will be controlled from a nearby safe location.

VI. CONTINUITY OF GOVERNMENT

A. The line of succession for the Evacuation Section will be from the Mayor, Presiding Commissioner, or their designee. Lines of succession for the supporting sections are provided in the corresponding annexes of this plan.

B. If populations are evacuated to a neighboring jurisdiction, a local official from the evacuated area will be designated as liaison between the hazard and reception area. The evacuees will be subject to the laws of the reception area for the duration of their stay.

C. Preservation of records will be a major priority during an evacuation. Resources will be allocated to move vital government records as necessary.

VII. ADMINISTRATION & LOGISTICS

A. Each jurisdiction is responsible for procurement of its own essential supplies needed for evacuation operations, through normal procurement channels.

B. Requisition of privately owned property will be in accordance with the provisions of Chapter 44, RSMo.

C. All city owned and county owned transportation will be utilized as required and formal arrangements for outside resources should be made.

VIII. ANNEX DEVELOPMENT & MAINTENANCE

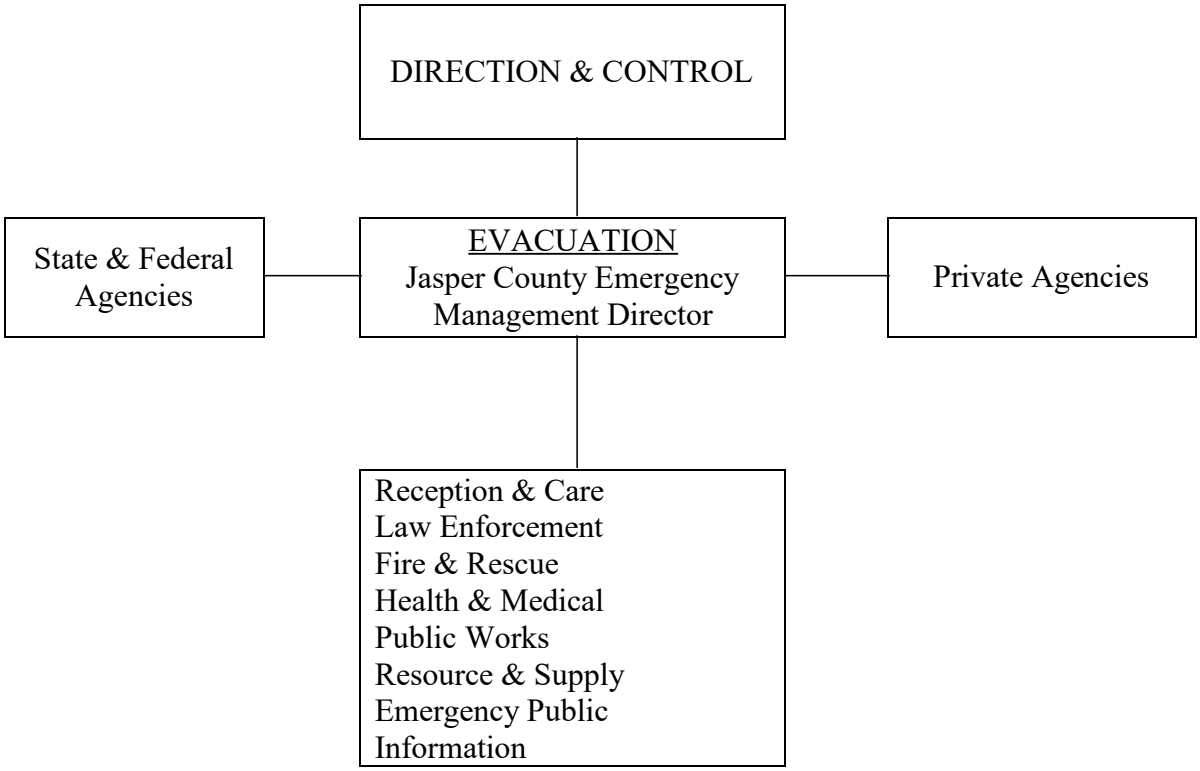
It is the responsibility of the Joplin-Jasper County Emergency Management Director to maintain and update this Annex at least yearly.

APPENDICES

1. Evacuation Organizational Chart
2. Special Facilities
3. Staging Areas
4. Hazardous Materials Evacuation
5. Flood Evacuation
6. Record of Evacuation (form)

Appendix 1 to Annex J

EVACUATION ORGANIZATIONAL CHART



*Support from private agencies such as the Red Cross and also the public schools will enhance evacuation operations (i.e., assisting with sheltering, providing transportation, etc.).

Appendix 2 to Annex J

SPECIAL FACILITIES

If evacuation becomes necessary, the hospitals and nursing facilities must either release the patients where possible or relocate them to other facilities as necessary. Staff personnel and nurses may be required to make the trip with the patients along with any necessary medication or special equipment.

Transportation must be provided to those facilities which have none. Depending upon the situation, some facilities may remain operational with reduced staffs to care for those patients who cannot evacuate and also provide services to essential workers in the area. Area Nursing Homes and Day Care Centers are on file in the Office of the EOC.

	HOSPITALS	Licensed Beds
1.	Freeman Health Systems 1102 West 32nd, Joplin 932 East 34th, Joplin	322
2.	Mercy Medical Center 627 West Centennial, Carthage	57
3.	Mercy Medical Center 2727 McClelland Blvd., Joplin	367

Appendix 3 to Annex J

STAGING AREAS

There are a number sites that are suitable for collection points for: 1) people who need transportation or 2) assembling equipment and supplies, or 3) the use of particular buildings for reception and care. Which sites to be used would be determined by the situation and prior agreement between the school districts and Red Cross. Red Cross has agreements with schools to use as shelters and reception areas. These sites are on file in office of Emergency Management.

Appendix 4 to Annex J

HAZARDOUS MATERIALS EVACUATION

A. Purpose

To provide for the orderly and coordinated evacuation of those people in Joplin and Jasper County who are exposed to hazardous materials accidents and those people who may be endangered by on site hazardous materials.

B. Situation and Assumptions

1. Situation

Joplin and Jasper County are exposed daily to hazardous materials being transported across its highways, railroads, pipelines, and also from the storage of these materials in containment areas. (Annex H)

2. Assumptions

a. One out of ten motor vehicles is engaged in the transport of hazardous materials.

b. Hazardous materials incidents may occur without any other emergencies being involved such as a structural failure in a container or a leaking valve.

c. Such incidents could pose a significant threat to the health and safety of response personnel as well as others in the immediate area.

C. Evacuation Response Procedure

1. If no evacuation is required:

a. Secure the area. Since law enforcement personnel are able to respond quickly, they would cordon off the affected area.

b. Dispatch the Fire Department. Normally this will be fire department personnel with the appropriate level of hazardous material training to do on-scene assessment.

c. Alert other departments. Other governmental units such as emergency preparedness, fire, water, sewer, and street departments

should be informed of the situation. Also, notify the Department of Natural Resources and the State Emergency Management Agency as required and CHEMTREC if necessary. (See Appendix 3 to Annex H)

2. If evacuation is required and an order is made to evacuate:

   a. Designate the area to be evacuated. This information should be as clear and concise as possible in order to aid those who are assisting in the evacuation and for those who are being evacuated.

   b. Establish a perimeter security. The purpose is to limit or prohibit entry into the affected area.

   c. Activate an emergency shelter plan if necessary. Many evacuees will stay with friends or neighbors for short periods of time; if duration is longer, the affected community would locate and make ready areas for long term occupancy. (See local reception and care plan, Annex L.)

   d. Notify affected persons. All persons within affected area must be contacted. This is best accomplished on a door-to-door basis, loud speakers, or government-manned telephones depending upon the situation. Records should be kept of location of visits, times and dates, and results of attempted visits. (See Appendix 6 to this Annex.)

   e. Return of affected persons. Once the area is declared safe, a public information program should so inform the evacuees when to return, what to expect upon return (i.e., how to turn utilities back on, etc.) and how to request additional information. Also, local government would warn of other related hazards so persons would be alert to changes in their environment.

Appendix 5 to Annex J

FLOOD EVACUATION

A. Purpose

To provide for the orderly and coordinated evacuation of people from those areas of Joplin and Jasper County, which are vulnerable to flash flooding, slow developing flooding, and levee failure.

B. Situation and Assumptions

1. Situation

a. Joplin and Jasper County are vulnerable to a wide range of atmospheric conditions that produce weather that is variable and subject to rapid change.

b. Joplin and Jasper County are composed of several water systems. The most prominent of these are the Spring River and Turkey Creek.

c. Due to the flat, alluvial nature of parts of this area, flooding has historically posed problems on an annual or higher frequency along many of the streams which drain it.

2. Assumptions

a. Joplin and Jasper County are vulnerable to damage and loss of life resulting from flash floods, slow-developing floods along its rivers and their tributaries, and dam or levee failure.

b. Floods are generally caused by rainstorms lasting several days and moving northeastward across the area and occur frequently from January to May.

c. Floods may occur as two distinct types of flooding or may occur singly or in combination. The types are commonly referred to as backwater and headwater flooding.

d. Local authorities will take immediate steps to warn and evacuate citizens, alleviate suffering, protect life and property and commit available resources before requesting assistance from the next higher level of government.

C. National Flood Insurance Program

1. Flood maps are available for thirteen of the twenty-four areas. These detailed maps delineate the flood areas and thus show where evacuation would be likely should unfavorable weather conditions persist. Streets are also shown in the flood hazard areas.

2. Jasper County and the City of Joplin participate in the NFIP. Copies of the flood maps for the City of Joplin are kept on file at the Joplin Public Works Department, Zoning & Planning. Copies of the Jasper County flood maps are available in the Jasper County Courthouse in Carthage.

D. Initial Evacuation Response

1. Receive Warning

The National Weather Service, through a monitoring and warning system, is able to give advanced notice of gradual flooding hours and even days before it results in serious loss of life and property.

a. The National Weather Service may issue a Flash Flood Watch which means:

Heavy rains may result in flash flooding in a specified area. Residents should be alert and prepared for the possibility of a flood emergency which may require immediate action.

b. The National Weather Service may issue a Flash Flood Warning which means:

Flash flooding is occurring or is imminent in a specified area. Residents should move to safe ground immediately.

2. Notify Public

It is the joint responsibility of the National Weather Service and/or the local government entity to issue a warning via radio, television, etc. Early warning, if possible, would enable those in flood hazard areas to move or safeguard their property, thus simplifying evacuation should it become eminent.

E. Evacuation

1. Designate the flood hazard area to be evacuated.

2. Establish a perimeter security.

   The purpose is to limit access to looters and sightseers, but to allow egress by victims.

3. Establish shelter areas/relief services for victims.

   It must be decided when to open such facilities and where they should be located. Location of shelter areas and assistance in the form of food and clothing could be supplied by the local Red Cross.

4. Notify affected persons.

   If early warning is not effective, all remaining persons within the designated flood
   area must be contacted. This is best accomplished on a door-to-door basis, loud speakers on patrol cars, or government-manned telephones. A method to record location of visits, times, dates, and results of attempted visits should be devised (see Appendix 6 to this Annex).

5. Return of flood victims.

   Once the flood waters recede, a public information program should so inform the evacuees when to return, what to expect upon return (i.e., how to turn the utilities back on, how to purify water, etc.), and of services being offered by local government, such as pumping basements and debris removal. Also, local government would warn of other related hazards so persons would be alert to changes in their environment.

Appendix 6 to Annex J

RECORD OF EVACUATION

Date _____ Notification Personnel

_____

Area _____Time Stared/Ended

_____/_____

Appendix 7 to Annex J

DAM FAILURE

I. DEFINITION

Dam Failure – downstream flooding due to the partial or complete collapse of any impoundment.

II. SITUATION

A. Dam failure is associated with intense rainfall and prolonged flood conditions. However, dam breaks may also occur during dry periods as a result of progressive erosion of an embankment caused by seepage leaks. An earthquake may also cause Dam failure.

B. The greatest threat from dam breaks is to areas immediately downstream. The most seriously affected population would be those persons located in the potential downstream inundation area as identified by the Corps of Engineers or State agencies.

ANNEX K

IN-PLACE SHELTER

I. PURPOSE

This Annex will give Joplin and Jasper County the guidelines under which they can accomplish in-place sheltering for residents at risk due to a hazardous materials spill or other type of hazard either technological or natural.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. In the event of a natural or technological disaster, in-place protective shelter will provide essential shelter to the public in an area near their residence.

2. Potential disasters that could cause in-place sheltering in Joplin and Jasper County include:

   a. Hazardous material incidents: People will be advised to stay indoors and reduce the air flow into the structure (home, public facility, etc.).

   b. Tornado: Private homes can offer protection in basements or other protected areas of the house. Public buildings, schools, nursing homes, etc., have designated shelter locations.

B. Assumptions

1. Joplin and Jasper County Officials will determine the best option for ensuring the safety of the public and will take action to implement that strategy.

2. City and County Officials will advise the public on what protective actions to take.

III. CONCEPT OF OPERATIONS

A. General

1. The two options for protecting the population are evacuation and shelter. Joplin and Jasper County officials will implement one or the other or possibly both options, depending on the best available estimate of the disaster situation.

   a. Evacuation will be considered based on the conditions at the selected destination and any risk of exposure to the disaster agent while enroute. Evacuation operations are discussed in Annex J.

   b. Sheltering in-place will depend on the relative protection from potential disaster agents provided by the available residential, commercial, and recreational structures in the community.

2. If people are displaced from their homes by the disaster situation, temporary housing and mass care must be provided. Reception and care operations are discussed in Annex L.

3. Special facility populations must be identified. In-place shelter may be the only available option for these facilities. Appendix 2 Annex J.

B. Actions to be taken by operating time frame.

1. Mitigation

   a. Review Reception and Care Surveys to identify shelter facilities suitable to shelter people from assumed risk conditions.

   b. Work with local officials to develop in-place protective shelter plans.

   c. Assist in the development of special plans and procedures (i.e., shelter stocking, shelter marking, traffic control, etc.).

   d. Provide training for shelter managers and staff (American Red Cross).

   e. Participate in tests, exercises and drills.

f. Conduct public awareness programs.

2. Preparedness

a. Brief key governmental officials and department heads. Direction and Control, Annex A.

b. Check the Reception and Care Surveys.

c. Publish and distribute information on:

1) Shelter location
2) Shelter upgrading measures
3) Shelter stocking
4) Warning signals
5) Expedient shelter measures

d. Report the requirements and deficiencies to Direction and Control.

3. Response

a. Order evacuations, when necessary. Direction and Control, Annex A.

b. Request shelters be opened as needed by the local American Red Cross.

c. Coordinate with the PIO the release of in-place shelter instructions (Refer to C-3)

d. Furnish emergency public information for broadcast. Broadcast public information continuously during the evacuation to minimize confusion.

e. Assist in the transmission and receiving of damage assessment information.

f. Report all problems to direction and control.

g. Coordinate with and furnish information on the situation to other emergency services.

h. Assist in the transfer of necessary supplies and personnel to reception areas, especially if these areas are outside the affected jurisdiction.

i. Notification to all appropriate agencies to include State and Federal.

j. Monitor: traffic flow, reception areas, and security for evacuated areas.

4. Recovery

a. Initiate return to affected areas when conditions will allow this to be done safely.

b. Monitor the release of sheltered.

c. Prepare after-action reports.

d. Conduct any other actions necessary to assist in returning the situation to normal.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for in-place sheltering function is shown in Appendix 1 to this Annex.

B. Assignment of Responsibilities

1. In most cases, all major decisions pertaining to evacuation and in-place sheltering will be made by either the county commissioner or the mayor, or their designees, of the affected municipality as is provided for in State Statute.

2. In some instances, when time is of the utmost importance, the chief law enforcement or chief fire official at the scene can initiate an evacuation. (i.e., hazardous materials incident)

3. The emergency management director will coordinate the activities of all agencies participating in the evacuation. The director will keep the Chief Elected Officials advised at all times on actions taken.

4. Traffic control and site security will be the responsibility of law enforcement. The county sheriff will control these activities for Jasper County and the municipal police chiefs will control these activities in their jurisdictions.

5. The public information officer will assist with the notification of the public through the news media. Will coordinate all activities through EOC/Chief elected official or designee.

6. The reception and care coordinator (Director of Red Cross) will assist with shelter and feeding operations.

7 The senior officer with the fire department will assist and advise the emergency management director concerning hazardous materials incidents.

V. DIRECTION AND CONTROL

A. A disaster or potential disaster that generates a requirement for protecting people from a harmful environment will activate the EOC of the affected jurisdiction.

B. Situation analysis, planning, policy making, coordination, direction, and control for in-place shelter will be carried out from the EOC of the affected jurisdiction.

VI. CONTINUITY OF GOVERNMENT

A. The line of succession for the evacuation and in-place sheltering section will be from the Mayor, Presiding Commissioner or their designee. Lines of succession for the supporting sections are provided in the corresponding Annexes of this plan.

B. If populations are evacuated to a neighboring jurisdiction, a local official from the evacuated area will be designated as liaison between the hazard and reception area. The evacuees will be subject to the laws of the reception area for the duration of their stay.

C. Preservation of records will be a major priority during an evacuation. Resources will be allocated to move vital government records as necessary.

VII. ADMINISTRATION AND LOGISTICS

A. Each jurisdiction is responsible for procurement of its own essential supplies needed for evacuation operations, through normal channels.

B. Requisition of privately-owned property will be in accordance with the provisions of Chapter 44, RSMo.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

It is the responsibility of the Joplin and Jasper County Emergency Management Director to maintain and update this Annex.

APPENDICES

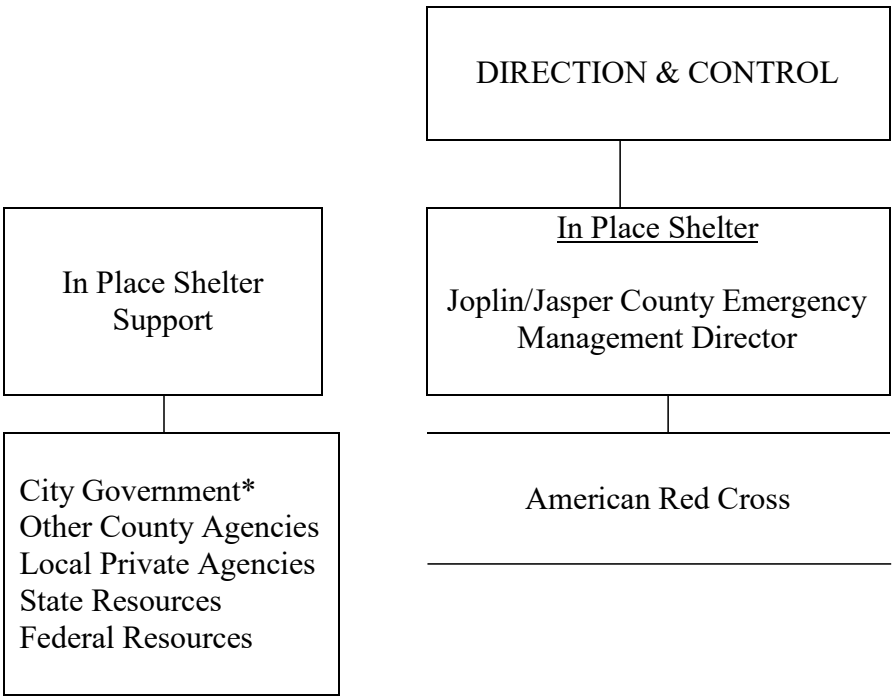
1. In-Place Shelter Organization Chart

2. All Hazard In-Place Protective Shelter Planning

3 List of ARC Shelters

Appendix 1 to Annex K

IN-PLACE SHELTER ORGANIZATIONAL CHART



* The governments of the various municipalities must perform the basic tasks of shelter lodging, traffic control, shelter stocking, etc. as are described in this annex. Because this is a "National Emergency" all actions of this nature must be coordinated at a central point which in the case of Missouri is at the county level. The county will provide technical assistance, material support, and contact with the NEXT UP authority. This is the procedure as is outlined in the State of Missouri Emergency Operations Plan.

Appendix 2 to Annex K

ALL HAZARD IN-PLACE PROTECTIVE SHELTER PLANNING

I. HAZARDOUS MATERIALS INCIDENT

A. In a chemical emergency where air safety is affected, in-place protection keeps people inside a building, and out of danger. People should either stay within the building they are already in or seek shelter in the nearest building. In some cases, in-place protection is the safest defense.

B. At the time of an emergency involving a chemical release, the local authorities will be in command of the situation. It will be their responsibility to order either in-place protection or evacuation.

C. Local officials (i.e., police, fire, emergency management) will keep the public advised of the situation. Information will be broadcast over radio or television. Full instructions will be given including information on reducing air flow into the structure, as well as when it is safe to go back outside.

II. TORNADO

A. The National Weather Service monitors atmospheric conditions and issues weather forecasts. When threatening conditions are detected, the Weather Service will issue either a tornado watch to indicate when conditions are favorable for tornadoes to develop, or a tornado warning when a tornado is indicated by radar.

B. The burden of heeding warnings and taking proper action rests with individual communities and citizens. Local emergency management agencies have developed effective community warning systems, outdoor warning sirens, tone alert monitors, cable service override, and utilization of the news media.

C. Although there is no guaranteed safe place during a tornado, some locations are better than others. The safest place in the home is the interior part of the basement, preferably under something sturdy, like a table. If a basement is not available, an inside room on the lowest floor, like a closet or bathroom with no windows, should be used. Public buildings, schools, nursing homes, etc., have designated shelter locations.

Information on in-place sheltering for Jasper County is on file with the Joplin-Jasper County Emergency Management Director.

Appendix 3 to Annex K
America Red Cross Shelters

Shelter Name	Physical Street Address 1	Physical City	Physical State	Physical County/Parish	Physical Zip
Carl Junction High School	813 W. WALNUT	CARL JUNCTION	MO	JASPER	6483
PEACH LUTHERAN CHURCH ELCA	2002 S. WISCONSIN	JOPLIN	MO	JASPER	6480
PLEASANT VALLEY ELEMENTARY	8236 COUNTY RD # 180	CARTHAGE	MO	JASPER	6483
WEBB CITY MIDDLE SCHOOL	608 W. AYLOR	WEBB CITY	MO	JASPER	6487
CARTHAGE HIGH SCHOOL	1545 River St	CARTHAGE	MO	JASPER	6483
Carl Junction Intermediate School	302 S Broadway Ave	CARL JUNCTION	MO	JASPER	6483
CARTHAGE JR. HIGH SCHOOL	306 Keeney Dr	CARTHAGE	MO	JASPER	6483
CARTHAGE VOCATIONAL CENTER	609 S. RIVER ST.	CARTERVILLE	MO	JASPER	6483
Carterville Elementary	210 E. HALL ST.	CARTERVILLE	MO	JASPER	6483
CHRIST CHURCH OF ORONOGO	22145 KAFIR RD.	ORONOGO	MO	JASPER	6485
COLUMBIA ELEMENTARY	1015 W. MACON	CARTHAGE	MO	JASPER	6483
FAIRVIEW ELEMENTARY	1210 E. FAIRVIEW AVE.	CARTHAGE	MO	JASPER	6483
FIRST BAPTIST CHURCH	102 S. 17TH	SARCOXIE	MO	JASPER	6486
FIRST CHURCH OF NAZARENE	2000 GRAND ST.	CARTHAGE	MO	JASPER	6483
FIRST COMMUNITY CHURCH	2007 E. 15TH ST	JOPLIN	MO	JASPER	6480
FIRST BAPTIST CHURCH	102 N. ROANE	WEBB CITY	MO	JASPER	6487
HARRY S. TRUMAN SCHOOL	96 & D HWY	WEBB CITY	MO	JASPER	6487
MARK TWAIN ELEMENTARY	1435 S. MAIN ST	CARTHAGE	MO	JASPER	6483
MARK TWAIN SCHOOL	1427 W. TAYLOR ST	WEBB CITY	MO	JASPER	6487
OZARK CHRISTIAN COLLEGE	1111 N. MAIN ST	JOPLIN	MO	JASPER	6480
SARCOXIE MIDDLE & HIGH SCHOOL	101 S. 17TH ST	SARCOXIE	MO	JASPER	6486
SOUTH JOPLIN CHRISTIAN CHURCH	1901 PEARL AVE	JOPLIN	MO	JASPER	6480
STEADLEY ELEMENTARY	1814 W. FIR RD.	CARTHAGE	MO	JASPER	6483
Thom Station Community Church	27345 FIR RD	CARL JUNCTION	MO	JASPER	6483
WEBB CITY HIGH SCHOOL	621 N. MADISON	WEBB CITY	MO	JASPER	6487
Webb City Jr High School	807 W. 1ST ST	WEBB CITY	MO	JASPER	6487
WILDWOOD ELEMENTARY	214 S. 11TH ST	SARCOXIE	MO	JASPER	6486
EUGENE FIELD SCHOOL	510 ORONOGO	WEBB CITY	MO	JASPER	6487
Salvation Army	125 East Fairview	CARTHAGE	MO	JASPER	6483
First United Methodist Church	501 W. 4th Street	JOPLIN	MO	JASPER	6480
St. Pauls United Methodist	2423 W. 26th	JOPLIN	MO	JASPER	6480
Harmony Baptist	2025 Indiana	JOPLIN	MO	JASPER	6480
Fairview Christian Chruch	2210 Grand Ave	CARTHAGE	MO	JASPER	6483
Freeman E. Hospital	932 E. 34th St	JOPLIN	MO	JASPER	6480
Fellowship Hall	112 Webb St.	DUENWEG	MO	JASPER	6484
Old City Hall	6th & Main	JOPLIN	MO	JASPER	6480
Christian Chruch	103 Hodge	CARL JUNCTION	MO	JASPER	6483
Memorial Hall Joplin	212 W 8th	JOPLIN	MO	JASPER	6480
Forest Park Baptist Church	725 S. Highview	JOPLIN	MO	JASPER	6480
Missouri Southern State University	3950 Newman Road	JOPLIN	MO	JASPER	6480
College Heights Christian Church	4311 East Newman Road	JOPLIN	MO	JASPER	6480
Ignite Church	710 S. Maiden Lane	JOPLIN	MO	JASPER	6480
Mt. Hope Church of Christ	2830 Mount Hope Road	JOPLIN	MO	JASPER	6480
McAuley Catholic High Scool	930 South Pearl Ave	JOPLIN	MO	JASPER	6480
Souls Harbor	915 South Main	JOPLIN	MO	JASPER	6480

Attachment A
Appendix 4 to Annex L

ORGANIZATIONS THAT HAVE AGREED TO ASSIST IN RECEPTION AND CARE OPERATIONS

A. Webb City Schools, Webb City

Supt. of Schools (verbal agreement)	673-3014
Central Office, 411 Madison	673-1942
Eugene Field School, 510 South Oronogo	673-3751
Franklin School, 404 East Tracy	673-3922
High School, 621 North Madison	673-1946
Junior High School, 807 West 1st	673-1921
Mark Twain School, 1427 West Aylor	673-3754
Vocational Building, 920 West Crow	673-3073

B. Carl Junction Schools, Carl Junction

Supt. of Schools (verbal agreement)	B-	649-7026
Rt. #l, Carl Junction (home address)	H-	649-7177
Asst. Supt. of Schools, West Allen, Carl Junction		649-7251
High School, West Allen, Carl Junction		649-7011

All school buildings located on same ground and any or all could be used as needed.

C. Joplin R-VIII Schools

Supt. of Schools -- (verbal agreement with understanding that there would not be school in session and food workers employed by the school would be used.)

Board of Education, 1717 East 15th	624-3900
Joplin Junior High, 310 East 8th	781-3500
Joplin High School, 2102 Indiana	624-7500
Royal heights School, 2100 Rolla	624-3980
Stapleton School, 42nd & Main	624-3983
North Middle School, 2nd & Gray	624-3913
Duenweg School, 802 Irwin, Duenweg	624-3969
East Jr. Gymnasium, 6th & South Forest	782-3589
Duquesne School, 13th & Duquesne	624-5321

D. First Community Church, 15th & Murphy Blvd., Joplin 781-1800

E. Byers Avenue Methodist, 1730 Byers, Joplin 624-3647

F.	First Methodist, 4th & Byers, Joplin	623-2796
G.	First Presbyterian Church, 509 Pearl, Joplin	624-2433
H.	First Presbyterian Church, Broadway & Ball, Webb City	673-2729
I.	First Christian, Sheridan & Hodges, Carl Junction	649-7200

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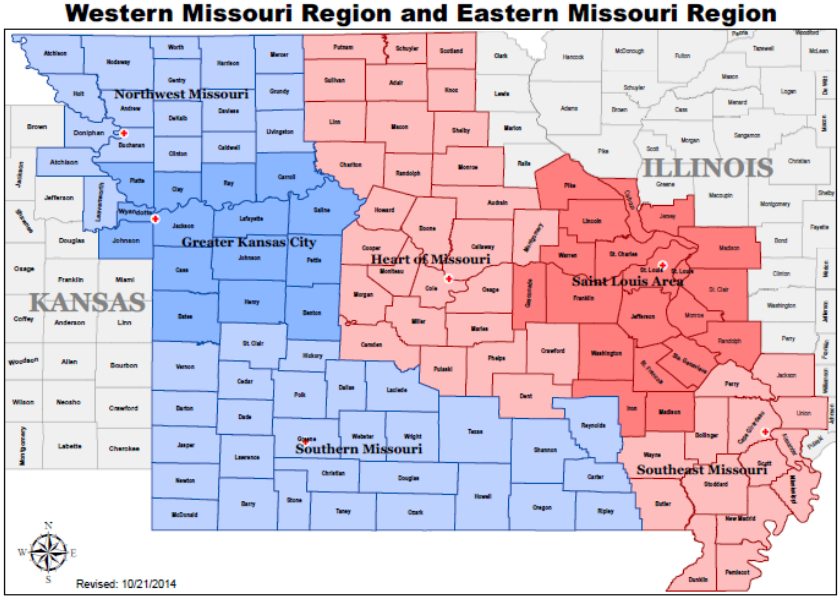
American Red Cross

Western Missouri Region and Eastern Missouri Region



Appendix 5 to Annex L

VETERINARIANS / BOARDING FACILITIES

Care Animal Hospital — James W. Hall, DVM
West Highway 66 — 624-9051
Joplin, MO

Animal Clinic — Steve Walstad, DVM
7th & New Hampshire — 623-6433
Joplin, MO

Companion Animal Hospital — Kent Arnold, DVM
34th & Main — 623-2032
Joplin, MO

Carthage Animal Hospital
2213 Fairlawn Drive — 358-4919
Carthage, MO

Cornerstone Animal Hospital — Rebecca Conrad, DVM
32nd & Rangeline — Donald Loden, DVM
Joplin, MO — 623-3080

Academy Animal Hospital — Mark Storey, DVM
15th & Virginia — Robert Zwiesler, DVM
Joplin, MO — 780-8681

Joplin Veterinary Hospital — Linda Shilling Scorse, DVM
3636 East 7th — 623-5288
Joplin, MO

Madison Animal Clinic — V. J. Capron, DVM
1631 Madison — Dan Houser, DVM

Webb City, MO 673-2455

Main Street Pet Care
21st & Main
Joplin, MO
Ben Leavens, DVM
782-7387

Parkview Animal Hospital
2508 Maiden Lane
Joplin, MO
Jim Christman, DVM
Stephanie Watson, DVM
Kristy Vanaken, DVM
781-0906

ANNEX L

RECEPTION AND CARE
ESF-6

I. PURPOSE

This annex will establish an organization and procedures to provide for the temporary reception and care of people, including those with access and functional needs, with or without disabilities, who become displaced or evacuated from their residence because of an emergency or disaster situation. The Reception and Care Function is also commonly known as "Mass Care."

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Localized temporary evacuation within Joplin-Jasper County is possible because of the various hazards that could confront the general population, thus requiring the implementation of Reception and Care operations and the use of public shelters. These hazards include flooding, tornadoes, hazardous materials incidents, etc.

2 Facilities are available in Joplin-Jasper County and its municipalities to temporarily shelter and feed those persons evacuated or displaced by an emergency or disaster. (See Appendix 2 to this Annex).

3. Outside assistance is available from both private and governmental sources.

4. Individuals living in a variety of situations in the community will require care, most will be able to evacuate and exist in a general population shelter, but some may require access and functional need support services. Individuals within a community may have access and/or functional needs. Many individuals will be able to evacuate and seek assistance in a general population shelter. Some individuals may require functional needs support services to maintain a reasonable level of independence within a general population shelter or other emergency support venue.

5. Pre-Event planning should include representation of the populations within Joplin-Jasper County**,** including but not limited to the following populations: children; blind/low vision; deaf or

hard of hearing; seniors; individuals with sensory, intellectual, or developmental disabilities; individuals with limited or low English proficiency; individuals using bariatric equipment; individuals who use mobility aids; individuals representing a low socio-economic status; visitors; individuals with chronic medical conditions; individuals with behavioral or mental health concerns; individuals with cultural differences; individuals who are assisted by service animals and/or Personal Assistance Services (PAS), etc.

6. Reception and care (or mass care) includes sheltering, feeding and distribution of relief supplies (refer to Annex U - Donations and Volunteer Management). These services must be available to the whole community including those with access and functional needs.

B. Assumptions

1. Affected persons will respond as directed by local government officials.

2. Generally, a percentage of the evacuees will stay with friends or relatives.

3. All persons or groups who control or own potential shelters that were pre-identified by mass care partners will cooperate and make their facilities available through coordination with mass care officials.

4. Assistance by relief agencies along with assistance from outside the county will be available if required and/or requested.

5. While not all evacuees will require support services, it is assumed that one in six evacuees will need assistance. This number may increase due to changes and challenges to the health of the evacuee during the course of the evacuation and/or sheltering.

6. All medical facilities (hospitals, long term care facilities, etc.) are encouraged to have an emergency plan and means to transport and care for persons in their facilities during an evacuation event.

7. Following an event, anxiety and confusion are expected and normal reactions to an abnormal event. Some individuals suffering acute reactions or exacerbated chronic conditions may require medical and/or psychological intervention; most will apply

existing coping skills. Natural and pre-existing support systems will continue to support those individuals.

8. It is assumed that people will take responsibility for themselves to the extent they are able in the event of an emergency.

III. CONCEPT OF OPERATIONS

A. General

1. Local government has the responsibility for providing reception and care services.

2. Reception and Care operations will be directed and controlled by the Joplin-Jasper County Emergency Healthcare Coalition (J/JC-EHC. Operations will be directed and coordinated from the primary Emergency Operation Center (EOC) or a facility designated at the time reception and care becomes necessary through coordination with identified Non-Governmental Organizations.

3. Support to Reception and Care operations will be provided by other county and/or city departments/agencies as required and private or non-profit relief organizations as available. Such support would include law enforcement, public information, communication between shelters and the EOC, mass feeding, temporary housing, handlers for pets/service animals, etc.

4. The role of local government will be to:

   a. Monitor Reception and Care operations and provide coordination.

   b. Assist in locating and opening accessible general population shelter(s).

   c. Assist in locating animal shelters – preferably in close proximity to general population shelter(s).

   d. Identify staff, supplies and other resources that will support functional needs support services in the general population shelter(s).

   e. Provide resource assistance.

5. The Emergency Management Coordinator will assist the Reception and Care Coordinator (also known as the Local Mass Care Coordinator or LOMACC) in coordinating:

    a. Emergency mass feeding operations.

    b. Assigning and managing reception and care center/shelter teams.

6. Reception and Care Coordinator will:

    a. Seek expertise in public health related aspects of shelter management.

    b. Work with voluntary organizations to supply general shelter management expertise and assist in registration and tracking of shelter occupants.

    c. Provide appropriate food services accommodations, entertainment opportunities, and other general shelter management activities in an integrated and inclusive setting.

    d. Provide appropriate information for disaster survivors using a variety of communication methods in the general population shelter(s) and other reception and care operations.

    e. Ensure appropriate accommodations for individuals who use support services provided by a service animal.

    f. Develop resource lists to include a variety of menu items to meet the needs of individuals with dietary restrictions, such as allergies, and infant supplies.

7. Shelters are refuges of last resort to maintain the current health, safety and well-being of the population. It is important to co-locate individuals with their caregivers or family members and provide appropriate care for companion pets and service animals.

8. Populations who may evacuate and/or seek assistance at a general population shelter may include:

    a. Persons who require functional need support services or Personal Assistance Services (PAS).

b. People who require transportation assistance for evacuation.

c. Children under 18 years of age, without adult supervision.

d. Persons with physical, sensory, psychiatric, intellectual or developmental disabilities.

e. Persons requiring assistance with medical care administration, persons dependent on equipment (including dialysis, oxygen, etc.), persons who need assistance with medication(s), and/or persons who have behavioral or mental health disorders.

f. Persons residing outside of a medical or long-term care setting who require extensive medical oversight (i.e., intravenous chemotherapy, ventilator, life sustaining medical equipment, etc.)

9. Care for persons in institutional settings such as hospitals, long-term care facilities, assisted living facilities and state schools, should be provided by the institution. Aforementioned facilities should:

a. Pre-identify and secure transfer agreements with appropriate alternate facilities.

b. Obtain adequate and appropriate transportation resources for transporting patients/residents to alternate facilities.

c. Maintain a roster of patients/clients requiring support services and/or medical assistance. The roster should include detailed transportation requirements as well.

d. Prepared to continue serving clients, patients and residences in the general population shelter(s) by providing appropriate staff and resources to the facility where clients are being sheltered.

e. Communicate with patients/clients the plan for continuation of care in general population shelter(s) and necessary transportation assistance.

10. Transportation to aid in evacuation to the shelter may include mass transit (accessible buses/vans, trains, airplanes), personal automobiles, ground or air ambulance. Any transportation resource should be accessible for individuals with access or functional needs.

11. Response to an event will require active collaboration between health care providers, law enforcement, emergency management, mass care providers, and other community partners.

12. Available local and regional resources will be used to the extent possible to meet the needs of the population in the shelter, including those with access and functional needs. Accurate and detailed records and supporting documentation will be maintained to document resource expenditures.

13. Activities of Reception and Care operations will be documented and reported in the after-action report for evaluations.

B. Actions to be Taken by Operating Time Frames

1. Mitigation

a. Identify suitable shelters to protect people from risk conditions assumed and accessible to all individuals seeking shelter. Maintain current records on facility locations, capacity, feeding capabilities, ownership, and contact person, etc. (see Appendix 2 to this Annex).

b. Work with supporting county/city departments and private relief agencies to develop Reception and Care Standard Operating Guides (SOG) that establish registration procedures, develop necessary registration forms, etc.

c. Identify facilities appropriate for mass feeding.

d. Identify populations potentially requiring functional needs support services and begin preparedness activities that address such needs.

e. Recruit and enlist other organized groups (religious, civic, fraternal, etc.) to assist in Reception and Care operations.

f. Provide necessary training for Reception and Care personnel.

g. Maintain a list of potential sources of supplies such as cots, blankets, food, eating utensils, etc.

h. Develop procedures to allocate people to lodging and feeding facilities.

i. Develop methods for managing reception and care activities (registration, staffing, lodging, feeding, pertinent evacuee information, etc.).

2. Preparedness

a. Analyze pending emergencies and alert appropriate Reception and Care personnel and/or groups and organizations.

b. Establish contact with shelter facility owners/operators to determine the availability of pre-identified shelters.

c. Develop, review, and update resource inventories on an annual basis.

d. Assist in identifying resource and capability shortfalls and initiate corrective action.

e. Ensure forms are ready for registration.

f. Report the situation status of Reception and Care operations.

g. Participate in tests, exercises, and drills.

h. Identify facilities within commuting distance of the hazardous area for essential workers and their families if appropriate.

i. Identify facilities appropriate for sheltering pets and agencies capable of providing assistance.

j. Identify functional needs support services and animal care functions that may be necessary at mass care facilities.

k. Perform pre-disaster outreach to the public.

l. Partner with community organizations to identify the needs of the entire population, who may assist with any needs that may arise during an evacuation, feeding, or sheltering operation.

m. Perform pre-disaster outreach of all transportation resources in the area including accessible vehicles, public buses, and faith based owned vehicles, and include any commitments of those resources that may already exist.

n. Establish proper registration processes for shelter residents to ensure those with access and functional needs are identified for proper support in shelter, or appropriate medical referral is made.

o. Develop or update risk communications plans to include methods of communication for all populations. Determine how persons within Joplin-Jasper County will be notified of an emergency and how they can reach mass care services. Ensure communication is available in a variety of formats; including but not limited to, appropriate communication for individuals who are deaf and/or hard of hearing, individuals who are blind or have low vision, individuals with limited English proficiency, etc.

p. Provide resources to train workforce in local community.

q. Ensure appropriate worker protection.

r. Conduct briefings and/or workshops for responders to ensure they understand assignments and responsibilities.

3. Response

a. Open shelters and activate personnel to staff them as required by the situation. Upgrade shelters if necessary and where appropriate.

b. Contact appropriate support partners in accordance with established guidelines.

c. Provide listing of shelters that have been activated to Direction and Control and the Public Information Officer (PIO) for release to the news media and a variety of other communication outlets to ensure the entire community population, including individuals with access and functional needs, with or without disabilities, has access to the message.

d. Register evacuees, assign shelters, and maintain listing of shelter population.

e. Urge residents to share homes with evacuees (if applicable).

f. Conduct or assist private or non-profit agencies with feeding operations.

g. Provide for rescue, care, shelter and essential needs of household pets/service animals owned by disaster survivors. Provide these services in preparation of a notice event, and during and following all disaster events.

h. Provide functional need support services in the general population shelter, at feeding sites, and during the evacuation process.

i. Monitor sheltering operations to ensure an even distribution of survivors to all shelters.

j. Provide an information service for survivors needing additional services (i.e., locating and reuniting them with their families/relatives).

k. Compile records for use in Damage Assessment and recovery (i.e., statements of charges for supplies, damage to shelter, problems encountered with survivors, etc.).

l. Maintain contact and coordination with the EOC.

m. Track and report resources committed and expenditures of administrative and fiscal assets.

4. Recovery

a. Maintain level of Reception and Care operations as required by the situation.

b. Continue to assist in locating and reuniting survivors and their relatives.

c. Assist as required in the administering of federal and state disaster assistance.

d. Provide community resources to assist in the provisions of disaster assistance to disaster survivors. This may be done through a Multi-Agency Resource Center and/or the work of a Community Organizations Active in Disaster, Long Term Recovery Committee or Unmet Needs Committee established by local organizations.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organizational chart for the reception and care function is shown in Appendix 1 to this annex.

B. Assignment of Responsibilities

1. Overall responsibility for reception and care operations rests with local government. The J/JC-EHC has been assigned joint responsibility for Reception and Care operations in Joplin-Jasper County.

2. The Reception and Care coordinator is responsible for ensuring necessary plans and procedures are developed to enable capabilities for Reception and Care operations which will include shelter operations, feeding operations, and bulk distribution operations. All Reception and Care operations, including but not limited to shelter and feeding, will meet the needs of the community's population, including individuals with access and functional needs, with or without disabilities, in an inclusive and integrated setting.

3. Supplies and other resources will be the responsibility of the Resource and Supply section. An effort should be made to pre-identify the type of supplies that will be needed and potential vendors for procurement of the supplies. Types of vendors may

include: restaurants, grocery stores, consumable medical supply providers and durable medical equipment providers.

4. Medical care and public health measures in the shelters will be provided in coordination with the Health and Medical section. Support services being provided in a general population shelter, fixed or mobile feeding site, or during an evacuation process, should be provided in an inclusive manner and include multiple ways of access to the services to ensure all individuals receive equal care.

5. Communications will be provided by the Joplin-Jasper County Sheriff's Department and the various police departments in the county. Accessible communication will be made available in multiple formats, such as Braille, symbols, alternate languages, etc.

6. Clerical support for compiling data will be provided by the Joplin-Jasper County Emergency Management Office.

7. Missouri Voluntary Organizations Active in Disaster (MOVOAD organizations, including but not limited to, the Humane Society of Missouri and the Missouri Veterinary Medical Association will assist with providing for animal needs outlined in this Annex.

   a. The Humane Society of Missouri will coordinate rescue, care and shelter for household pets and service animals owned by disaster survivors.

   b. The Missouri Veterinary Medical Association will assist with communication and coordination of private sector veterinarians.

8. The local Center for Independent Living and Community Organizations Active in Disasters (COAD) will assist with providing functional needs support services.

V. DIRECTION AND CONTROL

A. Direction and control of Reception and Care operations will vary according to the extent of the disaster or emergency situation. In a large-scale disaster, operations will be coordinated from the primary EOC.

B. A Local Mass Care Coordinator/Reception and Care Coordinator is appointed and works in coordination with emergency management, the American Red Cross and other state and community partners.

C. In a limited disaster or emergency situation, Reception and Care operations will be controlled from normal day-to-day office locations if possible, or at a site designated at that time.

D. All requests for outside assistance will be made by the EOC.

VI. CONTINUITY OF GOVERNMENT

A. The line of succession for each operating reception and care organization/agency will be as explained in the standard operating guidelines established by each organization/agency.

B. Records of actions taken, and resources expended will be maintained in the EOC and will be transferred with the EOC should it be moved.

VII. ADMINSTRATION AND LOGISTICS

A. Administration

1. Reception and Care personnel will be proficient and utilize the National Shelter System through cooperation with the American Red Cross and WebEOC. Necessary forms will compile essential information to include:

   a. A record of shelters used (including name of owner/operator).

   b. Number of people sheltered.

   c. Number of meals served.

   d. Public information releases.

   e. Supplies ordered and receipts for all goods procured or donated.

   f. Any damage to shelters.

   g. Shelter registration forms (see sample in Appendix 3 to this Annex.)

2. Procedures should be developed for using all computer applications, forms, compiling information, and providing data to the EOC.

3. Shelter management training should be coordinated with the American Red Cross and other mass care provider organizations in order to train a small cadre of managers.

B. Logistics

1. If possible, procurement of necessary supplies will be accomplished through normal acquisition channels. These channels include the American Red Cross, other mass care partners and local government (i.e., local jurisdiction EOC).

2. During unusual or life-threatening situations, normal purchasing procedures may be set aside, and emergency procedures as set forth in local jurisdictions orders and/or City ordinances will be implemented.

3. Local firms will be given preference when contracting for resources to cope with an emergency situation.

VIII. ANNEX DEVELOPMENT AND MAINTENANCE

A. Completed annually by the Reception and Care Coordinators or Local Mass Care Coordinator) in cooperation with the Joplin-Jasper County Emergency Management Coordinator.

Appendices

1. Reception and Care Organizational Chart

2. Reception and Care Facilities & Resources

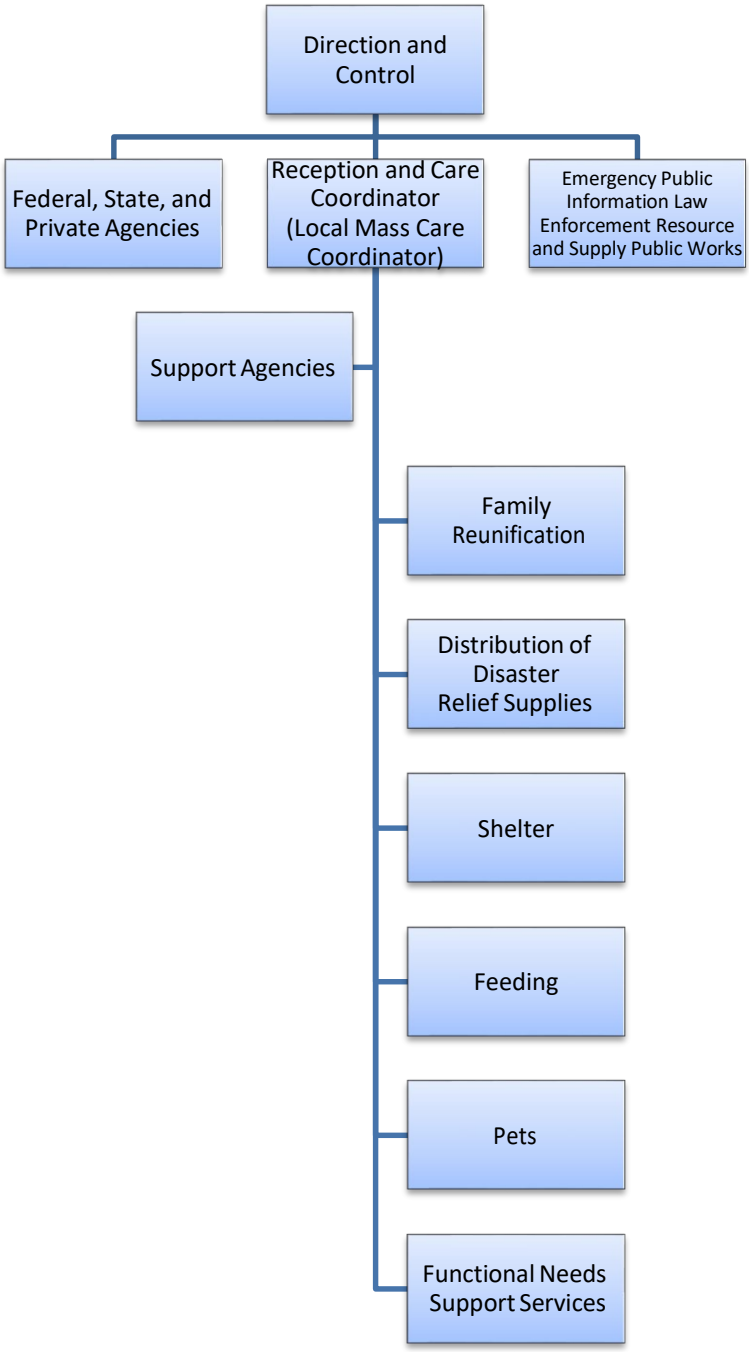
3. Sample Shelter Registration Form

4. Pets in Disaster Standard Operating Guide

Appendix 1 to Annex L

RECEPTION AND CARE ORGANIZATIONAL CHART

Reception and care operations will depend largely upon the cooperation of shelter facility owners, faith-based organizations, civic, and voluntary organizations.



Appendix 2 to Annex L

RECEPTION AND CARE FACILITIES & RESOURCES

In an emergency, which results in a limited amount of people being evacuated, the American Red Cross and Salvation Army have identified the following ADA compliant facilities as potential general population shelters and mass feeding sites in Joplin-Jasper County.

FACILITIES:

1. Per American Red Cross Registration List

2.

3.

4.

5.

6.

RESOURCES:

American Red Cross
http://www.redcross.org

Convoy of Hope
http://www.convoyofhope.org

Humane Society of Missouri
http://www.hsm.org

Governor's Faith-Based and Community Service Partnership for Disaster Recovery
http://www.sema.dps.mo.gov/thepartnership

Missouri Voluntary Organizations Active in Disasters (MOVOAD)
http://movoad.org

Salvation Army
http://www.salvationarmy.usa.org

Missouri Embalmers and Funeral Directors
embalm@pr.mo.gov
http://pr.mo.gov/embalmers.asp

Missouri Southern Baptist Convention
http://mobaptist.org/dr

Missouri Statewide Independent Living Council
http://www.mosilc.org

Missouri Veterinary Medical Association
http://www.mvma.us

United Methodist
http://www.umcor.org

University of Missouri Extension
http://outreach.missouri.edu

(ADD MORE FOR YOUR JURISDICTION – AS APPLICABLE)

Appendix 3 to Annex L

SAMPLE
SHELTER REGISTRATION FORM

FAMILY NAME _____

HOME ADDRESS _____

FIRST NAMES	AGE	SEX	OCCUPATION	OTHER SKILLS	ADDITIONAL INFORMATION
1. Head of family					
2.Others					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

ASSIGNED SHELTER _____

Appendix 4 to Annex L

PETS IN DISASTER
STANDARD OPERATING GUIDE
THE HUMANE SOCIETY OF MISSOURI

1. Coordinate shelter facilities using available facilities, confinement areas or develop temporary shelter areas in cooperation with local jurisdictions based on Humane Society of Missouri (HSM) standard operating guideline.

2. Coordinate the animal medical service needed for animal shelter and confinement areas based on HSM's standard operating guideline.

3. Coordinate disposition of unclaimed animals and shelter overflow based on HSM standard operating guideline.

4. Coordinate efforts to rescue and capture animals including relocation before the disaster.

5. Coordinate with local agencies to establish a system to register identification data in an effort to reunite animals with their owners based on HSM's standard operating guideline.

6. Track animal rescue and capture activities based on HSM's tracking system and information provided by local jurisdictions.

7. Track activities of animal shelter and confinement facilities based on HSM's tracking system and information provided by local jurisdictions.

8. Coordinate volunteer services for animal rescue, shelter and health care based on HSM's standard operating guideline.

9. Coordinate storage and distribution of animal food, water and medical supplies with the EOC.

10. Coordinate the consolidation or closing of animal shelters or confinement areas, personnel and supplies as the need diminishes.

11. Coordinate with Donations/Volunteer Management to provide water, food, shelter and other physical needs to animals; and store and distribute animal food and medical supplies to the requesting jurisdiction.

ANNEX – M / ESF-8
Health and Medical Services

I. LEAD [PRIMARY] AGENCIES

a.) Jasper County Health Department
b.) City of Joplin Health Department
c.) Jasper County Coroner's Office
d.) Freeman Health Systems
e.) Mercy Hospital (Joplin and Carthage)
f.) Jasper County Emergency Management

II. SUPPORT AGENCIES

a.) Jasper County Sheriff's Department
b.) Joplin Police Department
c.) Joplin Fire Department
d.) Jasper County Fire Departments
e.) Metro Emergency Transportation Services (METS)
f.) Carthage Ambulance Service
g.) Newton County Ambulance District
h.) Med-Flight Air Ambulance Medical Services
i.) Mercy Lifeline Air Ambulance
j.) Jasper County Communications Agencies
k.) Jasper County Public Information Agencies
l.) Jasper County Public Works Agencies
m.) American Red Cross, Southwest Missouri Chapter (Springfield)

III. INTRODUCTION

1. Purpose

a.) Public Health Emergency Support Function #8 (ESF-8) – *Health and Medical Services* provides coordinated local assistance to supplement jurisdictional resources in response to public health and medical care needs following a minor/major disaster or emergency, or during a developing potential medical emergency.

The Jasper County Health Department/City of Joplin Health Department will coordinate the management of ESF-8 functions in Jasper County (initially),

depending on the size of the event, at their respective Health Department Operations Centers (DOC's). As the event escalates, and gets larger, senior staff personnel will move to the County Emergency Operations Center (EOC) in Joplin, and each health department will maintain personnel at their respective DOC's to continue running their own field operations.

b.) ESF-8 *Public Health and Medical Services* will partner with the ESF-6 *Mass Care* team(s) to support all individuals and organizations regarding mass care services (including sheltering), that may be required to support disaster response and recovery operations in the Jasper County area.

c.) Another purpose of ESF-8 is to establish a program that ensures that the care and sheltering needs of domestic pets is met following a disaster (or animal health emergency). (Refer to the Animal Services Plan Appendix to the Local Emergency Operations Plan (LEOP) Annex-M [ESF#8], for more information). [Other surrounding areas and communities may have their own animal control plans, as well as animal sheltering facilities for dealing with domestic animals during emergencies].

d.) Refer to the Mortuary Services Guide (Apx-4), for more information about the operations of mortuary services and mass fatality issues, as well as the Jasper County Coroners Plan. [Refer to Local Public Health Emergency Plan (LPHEP) Annex-J, ("Mass Fatality Management")]

2. Scope

a.) ESF-8 involves supplemental assistance to jurisdictional governments in identifying and meeting the health and medical needs of victims of a minor/major disaster, emergency, or terrorist-related attack. This support is categorized in the following functional areas:

1.) Assessment of health / medical needs.
2.) Organizational and intra / inter-jurisdictional relationships.
3.) Health surveillance and epidemiological investigation.
4.) Prevention and control practices / Vector Control.
5.) Communications / notifications.
6.) Mass Prophylaxis / Vaccinations (as required).
7.) Public health information (mass health communications).
8.) Limitation on movement.

9.) Assisting in controlling patient loads at local hospitals.

10.) Importing medicines, medical professionals, or supplies into the affected area.

11.) Establishing temporary morgues.

12.) Performing forensic examinations and completing victim identification.

13.) Coordinating mortuary services and the disposition of remains.

14.) Worker Health and Safety.

15.) Veterinary Services / Animal Control Services.

16.) Offering crisis counseling and organizing disaster assistance teams.

3. Policies

a.) ESF-8 will be implemented following the occurrence of a major disaster or emergency, and after the County Commission and/or the Joplin City Council has determined that a response is warranted.

b.) The Jasper County Health Department / City of Joplin Health Department are responsible for activating and coordinating the activities of ESF-8 within their jurisdictional area(s) and activating and coordinating the National Incident Management System (NIMS) / Incident Command System (ICS) operations, upon the declaration of a regional public health emergency (PHE). Together, they will work with other local health departments in Southwest Missouri under existing Mutual Aid Agreements and Memorandums of Understanding.

c.) The Public Information Officer (PIO) can be the primary source of public health response/information for city/county officials involved with the response operation. The Jasper County and the City of Joplin Public Health Departments will (initially) coordinate medical response/information through each Health Departments Operations Center (DOC), until the Public Information Joint Information Center (JIC) is activated.

d.) Any requests for recurring reports of specific types of public health and medical information will be submitted to the PIO. The Health Department Director or Administrator), will release approved general medical and public health response information to the PIO at the direction of the Incident Commander (IC), at the Emergency Operations Center (EOC).

e.) All county and local organizations participating in response operations should report the need for any public health and medical requirements to their counterparts at the Regional, State, or Federal level.

f.) To ensure patient confidentiality protection and to conform to Health Improvement Portability and Accountability Act (HIPAA), there will be no release of medical information on individual patients to the public.

IV. SITUATION

a.) According to the 2020 census, the population of Jasper County is roughly 122,750. The highest concentration of residents live/work in and around the city of Joplin.

b.) Disasters occurring in Jasper County typically impact community health standards and require a medical response, wastewater, solid waste, potable water, and health services are commonly affected. This necessitates health advisories and interventions, including disease control management.

c.) A significant natural disaster or man-made event that overwhelms the affected jurisdiction would necessitate both a public health response and medical care assistance. Hospitals, nursing homes, ambulatory care centers, pharmacies, and other facilities for medical/health care and special needs populations may be severely structurally damaged or rendered unusable or only partially usable because of a lack of utilities (power, water, or sewer), or because staff are unable to report for duty because of personnel injuries and/or damage/disruption of communications and transportation systems.

d.) Uninjured persons who require daily or frequent medications or treatments may have difficulty in obtaining these resources because of damage/destruction of normal supply locations and general shortages within the disaster area. Appropriate information about patients will be shared with the ESF-6 team *("Mass Care, Housing and Human Services")* for inclusion in the American Red Cross "Safe and Well" web site, which is the primary tool used as the Disaster Welfare Inquiry System.

e.) Medicines and supplies will be provided from existing, State-Managed Inventories whenever possible. Procurement will be conducted in accordance with Federal and State laws and regulations, including provisions for emergency procurement and no-bid contracting.

f.) In certain other disasters, there could be a noticeable emphasis on relocation, shelters, vector control, as well as restoring water, wastewater, and solid waste facilities to operation.

g.) A major medical and environmental emergency resulting from a Chemical, Biological, Radiological, Nuclear or Explosion (CBRNE) event, could produce a large concentration of specialized injuries and problems that could overwhelm the public health and medical care system.

h.) The Jasper County and the City of Joplin Public Health Departments provide a county-wide coordination for public health-related issues during emergencies. If resource capabilities are exceeded during emergencies they may request mutual aid from other jurisdictions within the region. If capabilities remain exceeded, state support from ESF-8 (through the Jasper County EOC) would be requested.

i.) The hospitals provide county-wide coordination for emergency medical issues in Jasper County and will coordinate requests for medical assistance from various localities around the county during emergencies. As emergencies grow and get more complex, these coordination efforts will be handled through the Jasper County Operations Center (EOC)

j.) Local Jurisdictions in Jasper County have primary responsibility for delivering emergency medical and mass casualty services during an emergency. Local EMS units are primarily located in local fire departments. EMS units may also be privately or publicly owned. (See *ESF #4 Firefighting/Emergency Medical Services* for further details).

V. ASSUMPTIONS

1.) Local Hospitals and the Jasper County and the City of Joplin Public Health Departments, will coordinate the status of communicable disease emergencies, and the need for assistance for public health issues.

2.) Disasters and public health emergencies may overwhelm the local health departments, the medical community, and county emergency resource capabilities. Regional, state, or federal resources may be requested if they are available.

3.) Although a primary event may not initiate a public health emergency, secondary events stemming from the initial event, may do so.

4.) Agencies tasked in this document are aware of their emergency responsibilities and will fulfill these responsibilities in an emergency.

5.) Disruption of utility services and facilities, loss of power, and massing of people in

shelters may increase the potential for disease and/or injury.

6.) Catastrophic events may require the establishment of temporary medical facilities.

7.) Local emergency operations plans and resource manuals detail specific resources in their jurisdictions.

8.) All agencies involved in the response are operating under the NIMS/ICS system.

VI. CONCEPT OF OPERATIONS

A. Overview

1.) When directed, the Jasper County Emergency Management Coordinator (EMC) will activate ESF-8 (as needed), for operations in the Jasper County Emergency Operations Center (EOC).

2.) The EMD and/or the Health Department Director/Administrator will coordinate with the on-scene Incident Commander (IC) to assess the situation, including the number of ill/injured, number of fatalities, estimated damage, and resource needs, (health/medical-related information), etc.

3.) The EMD will submit requests for county, state and/or federal emergency assistance to the Missouri (State) EOC where it is being coordinated with ESF-8 representatives.

4.) Hospitals and other medical care facilities requiring county, state and/or federal assistance will coordinate their requests through ESF-8 in the (EOC).

5.) The Jasper County Coroner has jurisdiction over the deceased and is responsible for setting up temporary morgues and coordinating with the Missouri Funeral Directors Association (MFDA), when necessary. If regional capabilities have been exhausted, the (EMD) will request additional resources from the Missouri State Emergency Management Agency (SEMA), including the Missouri Mortuary Operational Response Team (MO-MORT-1) or the local Disaster Mortuary Operations Response Team (DMORT), that may be operational.

6.) The Jasper County and the City of Joplin Public Health may request activation of the Strategic National Stockpile (SNS) from Missouri SEMA for the distribution of pharmaceutical supplies and equipment, through the Jasper County Emergency Operations Center (EOC).

7.) National Disaster Medical System (NDMS) resources can be requested in the event regional capabilities have been exceeded. (Requests are processed through ESF-8 through the Jasper County EOC and then to SEMA).

8.) When activated, NDMS will mobilize medical teams, equipment, and supplies. They will coordinate patient movement from a disaster site to unaffected areas around the region and provide definitive medical care at participating hospitals in those unaffected areas.

A. Relationships Between Levels of Government

1. Federal

(a.) Coordination with Federal ESF-8 may occur in the Jasper County EOC, Missouri (State) EOC, at the site of the emergency and/or in the Disaster Field Office (DFO).

(b.) Federal ESF-8 will support state assessment, response and recovery activities and will accept emergency requests and missions from the state ESF-8.

(c.) National assets, for example, are NDMS response teams: DMAT, National Veterinary Response Team (NVRT), and DMORT.

2. State

(a.) ESF-8 organizations maintain a working relationship throughout emergency response and recovery operations to ensure that emergency health needs are, identified, assessed, prioritized and addressed.

(b.) ESF-8 organizations will coordinate with ESF-8 organizations from adjacent States, when necessary, during emergencies.

(c.) State resources, for example, are: MO-DMAT-1, MO-DMORT-1 and Missouri Department of Agriculture response teams.

3. County / Local

(a.) Local-level emergency requests for public health or medical resources and services are communicated to the Jasper County EOC and will be directed to ESF-8 personnel for action.

(b.) Requests for assistance made by local officials to ESF-8 personnel at the site of the emergency will be coordinated with and approved by ESF-8 personnel in the Jasper County EOC before action is taken.

VII. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

All ESF-8 organizations are responsible for the development of internal Standard Operating Guidelines (SOG's) or plans that support ESF-8, and EOC operations.

a.) ESF-8 organizations will be activated by the Jasper County EOC for assessment, response, and recovery operations based on the needs of the emergency.

b.) Primary and Support Agencies for the county health and/or medical functions will coordinate with each other in the Jasper County EOC and/or through the Joplin and Jasper County Departmental Operations Centers (DOC's), to ensure the most effective use of personnel and equipment, to avoid redundant activities, and to cooperate on emergency health and medical missions.

c.) The coordination of public health activities of ESF-8 for Jasper County is the responsibility of the Jasper County Health Department. The Joplin Health Department is responsible for such (ESF-8) activities in the City of Joplin. They deal with such problems as communicable disease, environmental sanitation problems, contamination of food and water, and other health-related matters.

d.) The Health Departments are the lead agencies for the medical activities of ESF-8. They will have liaisons available to staff the Jasper County EOC and work with ESF-8 support organizations in the EOC to answer the needs of affected areas throughout the various Jasper County communities, as available, during the emergency.

d.) If the local health departments become overtaxed or rendered inoperable, resources will be requested from adjacent counties and/or the state, to help alleviate the situation.

f.) <u>Assignment of Responsibility</u>:

1.) <u>Joplin Health Department /Jasper County Health Department, will</u>:

(a.) Conduct and coordinate public health assessments of conditions in the communities affected by the emergency and, where possible, determine where health problems could likely occur.

(b.) Maintain ongoing public health surveillance of affected communities/areas to rapidly identify and address public health-related problems.

(c.) Conduct and coordinate food service sanitation programs, (as needed).

(d.) Provide guidance and necessary consultation to potable and bulk water hauling contractors concerning temporary water systems and other questions and/or concerns they may have.

(e.) Provide and coordinate consultation for household sewage disposal, disaster debris disposal, housing sanitation, vector control, and public health nuisances.

(f.) Coordinate city-county response to public health problems at the Jasper County EOC throughout the assessment and response.

(g.) Assess and coordinate public health concerns regarding mass fatality efforts in affected communities.

(h.) Be available to assist with coordinating the acquisition and distribution of medical supplies and equipment (e.g., SNS, CHEMPACK, etc.).

(i.) Provide and coordinate prophylaxis, including antibiotics, antivirals, vaccines, immunizations, and testing (as needed) during the emergency. Activities will be coordinated with local fire/law enforcement agencies, as needed.

(j.) Coordinate the isolation and/or quarantine of individuals, if warranted, during any emergency medical situations, as necessary.

(k.) Working with the City of Joplin PIO, the Joplin and/or Jasper County Health Dept. PIO will coordinate public health and medical advisories with the Jasper County EOC and the Joint Information Center (JIC), if activated.

1. <u>The Southwest Healthcare Coalition (SWHCC), will</u>:

(a.) Assist in the identification and delivery of medical supplies and services during emergencies.

(b.) Assist with the coordination of local hospital resources, when requested.

(c.) Coordinate the assessment of medical needs of the affected communities.

(d.) Provide medical-related information releases to the Joint Information Center (JIC), if activated, for dissemination.

(e.) Provide research and consultation on emergency medical-related problems, as needed.

(f.) Coordinate with State and Federal ESF-8 when federal medical assistance is activated for the Jasper County area.

(g.) May assist in the activation of the National Disaster Medical System (NDMS) when activated in Jasper County.

(h.) Provide briefing information in the Jasper County EOC on countywide medical activities during emergencies.

(i.) May assist in the activation request of Alternative Care Centers and Emergency Health Centers (such as at the North Park Mall), when activated.

(j.) The Healthcare Coalition and the Hospitals have responsibility for medical surge with the county. (A mutual aid agreement exists between all the hospitals for the sharing of resources during such an event).

(k.) The hospitals can supplement internal staffing needs using the mutual aid agreement, as well as with volunteers from any (Regional) Medical Reserve Corps (MRC), that might be activated.

(l.) The region has acquired medical surge supplies in a cache that are available to supplement healthcare needs during a disaster. Sharing of lab resources exists in the Regional Mutual Aid Agreement.

2. <u>American Red Cross (ARC) Greater Ozarks Chapter, will</u>:

(a.) Provide sheltering for those families that are displaced due to the disaster, for if necessary, as well as food, medical care, clothing, etc.

(b.) Assist with finding them temporary living facilities once they can move out of the shelter.

(c.) Receive health and welfare inquiries from the public, and assist in reuniting

families through health and welfare checks, etc.

(d.) Assist in working with access and functional needs individuals in finding proper (accessible) housing for them, as well as transportation needs, as available.

(e.) Assist with stress counseling for victims and emergency workers (Critical Incident Stress Management).

(f.) Coordinate with city-county agencies for health-related and mental health-related issues in established shelters.

3. Disaster Medical Assistance Team (MO-DMAT-1) if activated, will:

MO-DMAT-1 focuses on mobile hospitals and is activated by a request of the Governor after a Federal Declaration of a Disaster is declared.

(a.) Provide medical care at a fixed or temporary medical care site.

(b.) Triage patients, as required.

(c.) Prepare patients for evacuation.

(d.) Provide primary health care, if needed.

4. Disaster Mortuary Operational Response Team (DMORT), if activated, under the direction of the Jasper County Coroner's Office, will:

(a.) Establish temporary morgue facilities or deploy Disaster Portable Morgue Units.

(b.) Assist in identification of victims.

(c.) Conduct forensic dental pathology.

(d.) Process and prepare victims for disposition.

(e.) Assist in disposition of remains.

5. Jasper County (Mental Health Services) Board, will:

(a.) Work with the Department of Mental Health Administrative Agent, the Missouri Department of Mental Health, through its Division of Behavioral Health Contacts with Community Mental Health Centers, called Administrative Agents.

(b.) The Administrative Agent for Joplin/Jasper County is:

- The Ozark Center P.O. Box 2526, Joplin, Mo. 64803
- Mr. Del Camp (417) 347-7600 or 347-7720 // Fax: (417) 347-7608
- Ms. Vicky Mieseler (417) 347-0213

(c.) Provide representatives to assist the local Mental Health Services Board and Community Mental Health Centers in giving support services and treatment to disaster victims, as requested. The Secretary for the Board works full time at the Ozark Center and part-time for the Board; her contact information is (417) 347-7600.

6. Jasper County Coroner's Office, will:

(a.) Coordinate, and within capabilities, supply personnel and materials to support mass fatality response and expanded mortuary services in affected jurisdictions.

(b.) Be responsible for the identification of remains.

(c.) Coordinate, process and prepare remains for proper disposition.

(c.) Coordinate with the Jasper County EOC, the Jasper County and City of Joplin Health Departments, and the Missouri DNR, should the decision be made for mass burial/mass internment.

7. Jasper County Developmental Disabilities Services, will:

(a.) Provide personnel, training, and services to assist local organizations in providing for the emergency needs of persons with mental disabilities and/or developmentally disabled emergency victims.

8. Jasper County Sheriff and Jurisdictional Law Enforcement Agencies, will:

   (a.) Assist in the coordination of security at hospitals and all Point of Dispensing (POD) locations, (if activated), as necessary.

   (b.) Provide traffic and crowd control at all dispensing sites and POD locations.

   (c.) Preserve evidence and investigate criminal activity.

   (d.) Work with the Jasper County and Joplin City Health Departments to enforce isolation and/or quarantine of individuals, if established.

9. Local Fire/EMS Departments, will:

   (a.) Provide EMS units that are in local fire departments and have the primary responsibility for delivering emergency medical services and mass casualty services to include triage, treatment, and transport.

   (b.) Coordinate with EMS units that may be privately or publicly owned, operated by law enforcement or military organizations.

   (c.) Maintain authority within its own jurisdiction and relay reports pertaining to casualties, illnesses, injuries, observations, evacuation status and potential resource needs to the Jasper County EOC.

   (d.) Establish staging areas, as needed, following ICS guidelines.

10. Local Hospitals, will:

   (a.) Provide medical services.

   (d.) Maintain ongoing medical surveillance of affected communities to rapidly identify and address emergency medical-related problems, in coordination with the Jasper County and Joplin City Health Departments.

   (c.) Notify the Jasper County and Joplin City Health Departments of the status of local health emergencies and the need for assistance.

   (d.) Activate (hospital) surge plans, as needed.

11. The Humane Society of Southwest Missouri; The Joplin Chapter of the American Society for the Prevention of Cruelty to Animals (ASPCA), Missouri Veterinary Medical Association (VMA), [Southern Region]; will:

    (a.) Assess medical needs of animals.

    (b.) Conduct medical treatment and stabilization of animals.

    (c.) Report any animal diseases to a zoonotic disease surveillance program.

    (d.) Provide disease surveillance and public health assessments, as requested.

12. National Veterinary Response Team (NVRT) will, under the guidance of state and/local authorities:

    (a.) Assess the veterinary medical needs of the community.

    (b.) Veterinary medical support to working animals (including horses) which might include search and rescue dogs and animals used by law enforcement, etc.

    (c.) Treatment of injured and ill (large and small animals), post disaster.

    (d.) Provide veterinary medical support for sheltered animals.

    (e.) Provide veterinary public health support including environmental and zoonotic disease assessment.

    (f.) Provide support for an outbreak in livestock and poultry (USDA led).

13. Missouri Department of Health and Senior Services (MoDHSS), will:

    (a.) Provide epidemiologic and other public health assistance, including laboratory assistance for microbiologic and chemical analysis, as requested.

    (b.) Be the lead agency for Strategic National Stockpile (SNS) management.

(c.) Provides transportation of SNS medications and supplies to Receiving, Staging & Storage (RSS) Sites for pick-up by the Jasper County and Joplin City Health Departments, for transportation to Jasper County.

14. Missouri Mortuary Operational Response Team (MO-MORT) can provide the following capabilities, (after the Jasper County EOC requests assistance from Missouri SEMA):

(a.) Search and Rescue (SAR).

(b.) Mobile Morgue Operations.

(c.) Victim Identification Center (VIC).

15. MO-DNR and the U.S. Environmental Protection Agency (U.S. EPA) will:

(a.) Coordinate drinking water, waste disposal and environmental safety information with local, county and state health departments.

(b.) Provide a listing of laboratories offering microbiological, organic, and inorganic analysis of environmental samples.

(c.) Collect multiple samples (air, soil, and water) to assess environmental impacts on the community, as needed.

(d.) U.S. EPA to provide chemical and radiological screening and air monitoring.

(e.) U.S. EPA to conduct decontamination of facilities or areas contaminated with radiation, chemical or biological agents.

16. Veterinary Medical Assistance Team (VMAT), if activated by the State, will:

(a.) Assess the medical needs of animals.

(b.) Conduct medical treatment and stabilization of animals.

(c.) Conduct animal disease surveillance.

(d.) Provide zoonotic disease surveillance and public health assessments.

(e.) Provide technical assistance to ensure food and water quality.

(f.) Conduct animal decontamination.

RESOURCE REQUIREMENTS FOR ESF - 8 "HEALTH and MEDICAL"

ESF-8 organizations will be responsible for the maintenance of their own agreements, SOPs, SOGs, MOUs and Resource Listings that document the equipment, supplies, and services available to them during emergencies. Additional support needs during an emergency may be requested through the Jasper County EOC to *ESF #7 — Resource Support*.

REFERENCE PAGE

1.	Emergency Support Function	ESF
2.	Incident Commander	IC
	(Jasper County) Emergency Management Coordinator	EMC
3.	(Jasper County) Emergency Operations Center	EOC
4.	Jasper/Newton County Emergency Healthcare Coalition	J/NC-EHC
5.	National Incident Management System/ Incident Command System	NIMS-ICS
6.	Public Information Officer	PIO
7.	Departmental Operations Center	DOC
8.	Receiving, Staging & Storage (Sites)	RSS
9.	Disaster Field Office	DFO
10.	(Public Information) - Joint Information Center	JIC
11.	Health Improvement Portability and Accountability Act	HIPAA
12.	Public Health Emergency	PHE
13.	Southwest Healthcare Coalition	SWHCC
14.	(Missouri) State Emergency Management Agency	SEMA
15.	Missouri Mortuary Operational Response Team	MO-MORT-1
16.	Missouri Funeral Directors and Embalmers Association	MFDEA
17.	Disaster Medical Assistance Team	MO-DMAT-1
18.	Disaster Mortuary Operations Response Team	DMORT
19.	National Disaster Medical System	NDMS
20.	Critical Incident Stress Management	CISM
21.	Medical Reserve Corps - (Regional and/or Local)	MRC
22.	Veterinary Medical Association	VMA
23.	Veterinary Medical Assistance (Teams)	VMA
24.	National Veterinary Response Team	NVRT
25.	Standard Operating Guidelines	SOG's
26.	Strategic National Stockpile	SNS
27.	United States Environmental Protection Agency U.S.	EPA
28.	United States Department of Agriculture	USDA
30.	Search and Rescue	SAR
31.	Victim Identification Center	VIC
32.	American Society for the Prevention of Cruelty to Animals	ASPCA
33.	Department of Natural Resources	DNR

APPENDICES

1. Health and Medical Service Organizational Chart (Apx- 1)

2. Health & Medical Services (Apx- 2)

3. County Medical Disaster Plan [on file in the Office of the EMD] (Apx- 3)

4. Emergency Mortuary SOG: (Apx- 4)

   - Attachment A -- Mortuary Resource List (Apx- 4)
   - Attachment B -- Summary of Mortuary Resources (Apx- 4)

5. Public Health Services (Apx- 5)

6. Mental Health Services (Apx- 6)

7. Local Public Health Emergency Plan – Executive Summary (Apx- 7)

8. Mass Patient Care (Apx- 8)

9. List of Hospital Bed Capacities (Apx- 9)

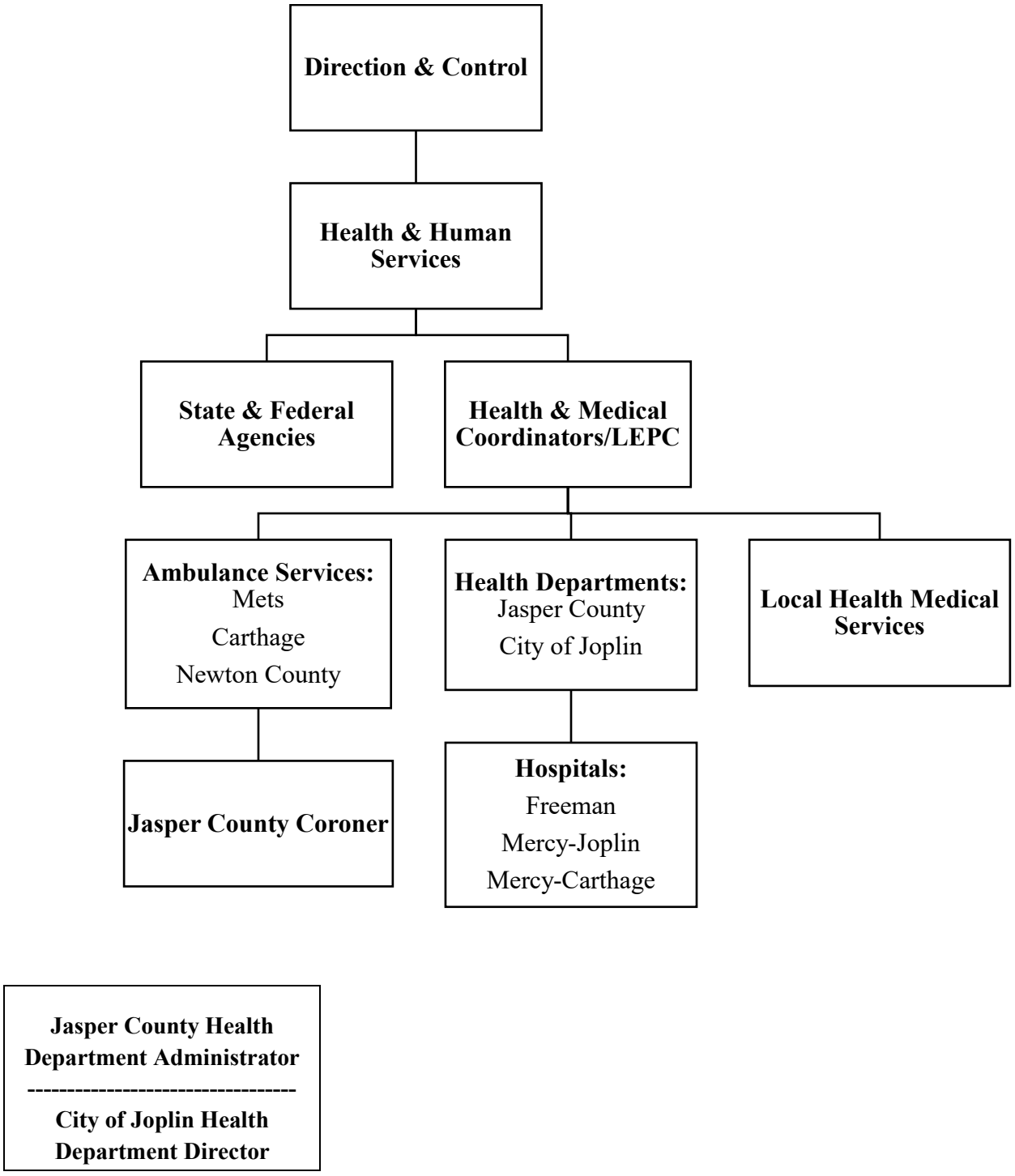
10. Non-Hospital Overflow Medical Facilities (Apx- 10)

11. Medical Sub-Committee Operating Protocol (Apx- 11)

12. Appendix – 7 to ESF – 8 (Nerve Agent / Decontamination)
    Plan/Process for Requesting CHEMPACK Medications (Apx- 12)
    (Attachment – 1 through Attachment – 8)

APPENDIX - 1

HEALTH AND MEDICAL SERVICES ORGANIZATIONAL CHART



APPENDIX - 2

HEALTH AND MEDICAL SERVICES

A. Hospitals: Licensed Beds

1. Freeman Health Systems — 444
   1102 West 32nd, Joplin
   932 East 34th, Joplin
   ER/Trauma # 625-6656

2. Mercy Hospital — 25
   3125 Dr. Russell Smith Way
   Carthage
   ER/Trauma # 359-1414

3. Mercy Hospital — 240
   100 Mercy Way, Joplin
   ER/Trauma # 625-2300

* Facilities capable of treating contaminated patients

B. Ambulance Services:

1. Metro Emergency Transportation Services (M E T S)
   625 Virginia, Joplin, Mo.
   9-1-1 EMERGENCY
   623-3347 non-Emergency

   ALS Service
   Hazardous Materials Training – Awareness Level
   # Ambulances: 9

2. Carthage Mercy Ambulance Service
   3125 Dr. Russell Smith Way, Carthage, Mo.
   9-1-1 EMERGENCY
   358-8121 non-Emergency

ALS Service
Hazardous Materials Training – Awareness Level
Ambulances: 4

3. Newton County Ambulance District
1011 W. Hill Street, Neosho, Mo.
9-1-1 EMERGENCY
451-5568 non-emergency

ALS Service
Hazardous Materials Training – Awareness Level
Ambulances: 8

4. Lifeline Air Ambulance Medical Services
Operated by Mercy Medical Center
100 Mercy Way, Joplin
EMERGENCY: 9-1-1
Non-Emergency: 800-433-5433
Service type: Rotary wing Advanced Life Support
Air Ambulance
Staffing: Consists of R.N.s and Paramedics
ALS Service
Hazardous Materials Training – Awareness Level

5. MedFlight - Owned & Operated by Air Methods Corp.
Based at Freeman Health Systems
1102 West 32nd Street, Joplin, Mo.
EMERGENCY: 9-1-1
Non-Emergency: (417) 347-5696
Service type: Rotary wing Critical Care Transport
Staffing: Consists of R.N.'s and Paramedics
ALS Service
Hazardous Materials Training – Awareness Level

APPENDIX – 3

COUNTY DISASTER MEDICAL PLAN

On file in the Office of the Emergency Management Coordinator (EMC)

APPENDIX – 4

EMERGENCY MORTUARY STANDARD OPERATING GUIDE (SOG)

I. CONCEPT OF OPERATIONS

To establish means and methods for the most reasonable and proper care and handling of the dead in multi-death situations. The Mortuary Disaster Response Team (MDRT) is responsible for aiding the Jasper County Coroner in the recovery, evacuation, identification, sanitation, and preservation, such as embalming, (if necessary), notification of the next of kin and facilitating means for release of the identified dead to the next of kin or their agent.

II. COMMUNICATION GUIDELEINES

Coordination of all mass fatality operations is the responsibility of the Jasper County Coroner. Notification of mass fatality operations should be made to the EOC of affected location and to the Emergency Management Director (EMD) for Jasper County, through the local 9-1-1 Dispatch Center.

III. AUTHORIZATION FOR ADMISSION OF DISASTER WORKERS INTO DISASTER SITE

All disaster workers must have, in their possession, the necessary identification card or pass, etc., as developed by the EMD or responsible official to gain entrance into the immediate disaster site area. These workers and members of the Mortuary Disaster Response Team (MDRT) will be required to register their name and address at the EOC, or area designated for such a purpose.

IV. RECOVERY OPERATIONS GUIDELINES

1. None of the dead shall be moved or touched by workers until approval has been given by the Jasper County Coroner.

2. Operations will be coordinated by the Jasper County Coroner and the Missouri Funeral Directors and Embalmer's Association (MFDEA), Disaster Response Team Coordinator.

3. A survey and assessment of the situation will be made by the Jasper County Coroner and the MFDEA Disaster Response Team Coordinator. They will note the approximate number of dead and the amount of personnel and equipment needed to deal with them.

4. Once workers have reported to the scene, a briefing will be held, assignments given, and workers will be divided into teams, as necessary.

5. Photos (or a sketch) will be made of the disaster site, and if desired, the scene will be divided into sections with the recovery teams assigned to the various sections.

6. Suitable stakes or markings will be placed at the location of each body and numbers will be assigned to each body (and/or body part found).

7. Bodies will be tagged, and records kept noting the location where each body (and/or body part) was found. (This tag numbering system will be developed by the Jasper County Coroner).

8. Personal effects of the dead will be tagged, and data recorded noting the location where each piece was found.

9. Body parts (i.e., limbs, etc.) should be treated as individual bodies. Recovery teams should not attempt to match the body parts at the disaster scene; body parts should be tagged and bagged separately.

10. When necessary, bodies will be placed in a body pouch and a tag with corresponding numbers will be placed on the pouch.

11. The major support group for this task will be the MFDEA Disaster Response Team.

V. MORGUE SITE

1. A list of possible morgue sites will be maintained for use in the event of a disaster.

2. Once a morgue site has been selected, the Jasper County Coroner and the MFDEA Disaster Response Team Coordinator will organize their operations and assign personnel to some, or all, of the following job titles:
   - General Supervisor
   - Uniformed Guards
   - Information Clerks
   - Counselors
   - Interviewers

- Telephone Communicators
- Admissions Clerk
- ID Personnel
- Orderlies
- Personal Effects Custodian
- Embalming Supervisor, (and Embalmers)
- Secretaries
- Inventory Clerk
- Distribution Clerk

3. The morgue site will be used for the storage, identification, sanitation, preservation if desired, as well as the distribution point for release of the dead to their next of kin or their agent.

4. Refrigeration units will be utilized, as necessary.

5. Bodies admitted to the morgue will be logged and necessary information gathered and recorded about each body.

6. Personal effects will be recorded and placed in a secure area.

7. Should embalming be necessary the Jasper County Coroner will rely on the MFDEA Disaster Response Team to organize the operations, equipment, supplies, and personnel needed.

8. A controlled area will be designated for the media. Law enforcement personnel will also be assigned to this area for security and control of media personnel. <u>This area should preferably, not be within line of sight of the morgue</u>.

9. Counselors, such as members of the clergy, will be present in waiting areas to assist persons visiting the morgue.

VI. <u>IDENTIFICATION OF THE DEAD</u>

The Jasper County Coroner will arrange for the necessary equipment and staff to accomplish this task. The members of the MFDEA Disaster Response Team will be at his/her disposal to be of assistance where needed.

VII. NOTIFICATION OF NEXT OF KIN

The Jasper County Coroner with the assistance of the MFDEA Disaster Response Team will determine the most practical method to be utilized in contacting the next of kin. Every effort will be made to lessen the extreme psychological impact on the families of the dead. The nature and scope of the disaster will determine what methods will be used.

VIII. COUNSELING OF SURVIVORS

The Jasper County Coroner and the MFDEA Response Team will keep listings of local clergy and personnel trained in counseling with grieving survivors. They will be asked to report to the waiting area of the morgue site. Phone counselors will also assist people calling the morgue site. Efforts will be made to keep the families of the dead informed as to what is taking place.

IX. DISTRIBUTION OF THE DEAD

1. Once the body has been positively identified, the next of kin will be contacted with this confirmation. At this point, the Jasper County Coroner or MFDEA Disaster Response Team personnel will coordinate the release of the body to the next of kin or their agent.

2. All efforts will be made to cooperate with the receiving agent or family. However, the nature and scope of the disaster may require policies that may appear unfair or delayed. These policies may be necessary for the smooth flow of operations at the morgue site. All policies will be made or approved by the Jasper County Coroner before being implemented.

- Mass Internment -

In situations where there are UNIDENTIFIED dead, the Jasper County Coroner will make the decision about their disposition. Mass internment may be necessary, and the location of burial sites will be determined at that time. It is suggested, however, that cremation not be utilized as later identification and exhumation may be practical and necessary. Records will be kept no matter what the decision is concerning the disposition of the remains.

X. COUNSELING OF SURVIVORS

The Jasper County Coroner and the MFDEA Disaster Response Team will keep listings of local clergy and or responsible persons trained in counseling with grieving survivors. These persons will be asked to report to the waiting area of the morgue site. Phone counselors will also assist people calling the morgue site. Efforts will be made to keep the families of the dead informed as to what is taking place.

XI. TERMINATION PROCEDURES

After the disaster cleanup operations are completed, efforts will be made to return donated equipment and supplies. Cleaning and sanitizing of the morgue site will be necessary. Records compiled during the operations will be arranged in some type of systematic order and efforts will be made to preserve and store these records for future use, if necessary.

Attachment - A

MORTUARY RESOURCE LIST

Funeral Service Firm	Telephone
_____	_____
_____	_____
_____	_____
_____	_____

Personnel	No. of Volunteers
Recovery Team personnel for locating and tagging the dead.	_____
Evacuation Team personnel for transferring remains from disaster site to temporary morgue.	_____
Embalmers.	_____
Orderly Team personnel to assist in all aspects at the morgue site.	_____
Interviewers to obtain vital statistics from next of kin.	_____

Equipment	Firm	Telephone
Transport vehicles	_____	_____
	_____	_____

Litters, cots, basket stretchers, etc. _____ _____

_____ _____

Embalming equipment (much of this equipment will be appropriated through the MFDEA disaster fund)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Attachment – B

SUMMARY OF MORTUARY RESOURCES

[List totals in each respective area of concern]

EQUIPMENT		PERSONNEL	
Hearses	_____	Qualified Disaster Coordinators	_____
Four-wheel-drive Vehicles	_____	Recovery Personnel	_____
Stretchers	_____	Evacuation Personnel	_____
Litters	_____	Funeral Directors	_____
Embalming Tables	_____	Embalmers	_____
Embalming Tables	_____	Radiation Specialists	_____
Water Trucks	_____	Interviewers	_____
Refrigeration Truck	_____	Dentists	_____
Containers for Capturing Drainage	_____	Pathologists	_____
Linen Supplies	_____	Telephone Operators	_____
Body Pouches	_____	Orderlies	_____

APPENDIX - 5

PUBLIC HEALTH SERVICES

Jasper County Health Department
105 North Lincoln
Carthage, MO 64836
(417) 358-3111
Fax: (417) 358-0494

Joplin Health Department
321 East 4th Street
Joplin, MO 64801
(417) 623-6122 – 6123
Fax: (417) 624-6453

APPENDIX - 6

MENTAL HEALTH SERVICES

(Responders and Victims)

American Red Cross (Springfield)	(417) 624-4411
Freeman Hospital (Stevens Behavioral Unit)	347-1111 347-5800
Mercy Hospital (Joplin)	556-3729
Mercy Clinic Behavioral Health	781-7337
Mercy Hospital (Carthage)	358-8121
Ozark Center	347-7600 825-1004
Dept. of Mental Health/Mental Health & Crisis Counseling	SEMA
** Procedure: Regarding Mental/Behavioral Health issues in Jasper County: SEMA contacts Vicky Mieseler at the Ozark Center, who in turns contacts Beckie Geier (the Disaster Response Coordinator at the Dept. of Mental Health)	417-859-6336
VOAD/Region-D Area Coordinator (Springfield):	
Jasper County Mental Health Board (Ozark Center): [Ms. Neina Bellm]	417-347-7604 Fax:347-7608

APPENDIX – 7

LOCAL PUBLIC HEALTH EMERGENCY PLAN: EXECUTIVE SUMMARY

I. The Local Public Health Emergency Plan (LPHEP) outlines the actions to be taken by the Local Public Health Agency (LPHA), in conjunction with local government officials and cooperating private and volunteer organizations. A local public health emergency can best be described as an event which threatens the safety and well-being of numerous people in an area, i.e., bio-terrorism incident, anthrax, smallpox, pandemic influenza, etc. To work towards a safer environment the plan has been developed to:

1 - Reduce the vulnerability of citizens to any disasters that creates a local public health emergency.

2 - Establish capabilities for protecting citizens from the effects of a local public health emergency.

3 - Respond effectively to the actual occurrence of disasters.

4 - Provide for recovery in the aftermath of any local public health emergency.

II. The Joplin/Jasper County LPHEP is a multi-hazard, functional plan that has three components:

1 - A Basic Plan that serves as an overview of the LPHA's approach to a local public health emergency.

2 - Annexes that address specific activities critical to emergency response and recovery.

3 - Appendices which support each annex and contain technical information, details and methods for use in emergency operations, etc.

III. In the Basic Plan you will find the primary and support responsibilities for the local health department as well as a Hazard Analysis for quick references. Some of the Annexes and Appendices, not normally found in an emergency plan are:

a.) The Homeland Security Advisory System

b.) DHSS Activities Corresponding to the Homeland Security Threat Levels

c.) Personnel Specialized in Bio-terrorism Training – (on file at the Health Department)

d.) Mass Patient Care

e.) Mass Fatality Management

f.) Nuclear & Chemical Incidents

g.) Food & Water Borne Outbreaks

h.) The Pandemic Influenza Response Plan.

IV. The importance of understanding the plan cannot be underestimated. All individuals who may have any involvement with the plan must be briefed and understand their roles in its implementation. Staff members of the Local Public Health Departments will be responsible for maintenance, training, updating, and developing exercises to improve the response plans.

APPENDIX – 8
MASS PATIENT CARE

[Update: 8-23-2021]

I. Purpose

To provide effective, rapid medical care on a large-scale, after a local public health emergency, to include counseling for the worried-well, and mental health counseling for emergency workers, victims, and their families.

II. Organization and Responsibilities

A. The plan for Mass Patient Care during a public health emergency (PHE) is defined in *Annex M, Appendix 3, County Medical Disaster Plan of the Joplin/Jasper County Local Emergency Operations Plan.* In this plan, it is the responsibility of the *first responding agencies (First Responders)*, i.e., Fire, EMS, or Law Enforcement, to respond to, and take charge of the situation. All agencies responding to a major disaster have the responsibility to initiate the Incident Command System (ICS) in a timely manner.

B. All agencies responding to a major disaster, requiring the combined resources of multiple agencies, will establish Unified Incident Command, to provide greater control and coordination and effectiveness of responding units.

C. Public Health for Jasper County is the responsibility of the Jasper County Health Department. Public Health for the City of Joplin is the responsibility of the Joplin City Health Department. They deal with such problems, as:

- Communicable Diseases
- Environmental Sanitation Problems
- Contamination of Water and Food
- Other Health-related Matters

Neither of the Health Departments have medical professional staffing or facility capacity to provide mass patient care.

D. Hospital Capacities:

Jasper County and Joplin are served by 3 hospitals: Two, Mercy Regional Medical

Centers: one located in Joplin, and the other located in Cartage. Freeman Health Systems is in Joplin. The hospitals each have internal medical disaster plans and together, they all participate in the County Medical Disaster Plan (Appendix-3 to Annex - M of the Joplin/Jasper County Local Emergency Operations Plan).

The County Medical Disaster Plan identifies the capacities and roles of each hospital in a PHE. Specific capacities for each hospital are included in Appendix- 1 of this annex:

- Freeman and Mercy Hospital Emergency Rooms are Trauma Level-2 Certified.
- Mercy Hospital (Joplin) has 4 ER Beds (with negative pressure).
- Mercy Hospital (Carthage) has 4 ER Beds (with negative pressure); plus, decontamination (DECON) shower areas.
- Freeman Hospital has 4 ER beds (with negative pressure).
- Each hospital's internal medical disaster plans have protocols for segregating communicable /contaminated patients at entry to ER's and have provisions for decontamination at entry to each ER.

E. Decontamination Capacities:

- Mercy Hospital: 6 external showers and 1 internal shower; can be activated with a capacity of 42 persons/hour.
- Mercy Hospital (Carthage): decontamination shower with capacity of 5 persons/hour.
- Freeman Hospital: 3 external showers can be activated with a capacity of 24 persons/hour.

F. Hospital Overflow Capacity:

In certain situations, existing hospital capacity may be overwhelmed. If this occurs additional non-hospital temporary facilities may be required. A list of potential pre-designated facilities and plans for implementation is included in Appendix-2 of this annex.

Additionally, if hospital capacity for a mass casualty PHE is exceeded, the Disaster Medical Assistance Team (DMAT-2) located in Springfield, Mo., or DMAT-1 in St. Louis may be available as a resource.

The DMAT teams will be requested through the Joplin/Jasper County EOC; all DMAT resources are contacted through the State Emergency Management Agency (SEMA) in Jefferson City, by calling the 24-Duty Officer number: (573) 751-2748. Pager #2020, or Back-Up Pager #2023: 573-634-2623. Fax# (573) 634-7966.

G. Medical Equipment Resources:

In situations where medical hospital capacity is overwhelmed, medical equipment needs may also be overtaxed.

A list of potential local resources for additional medical equipment is provided in Appendix-2 of Annex G of the Joplin/Jasper County Local Emergency Operations Plan (LEOP).

H. Ambulance service in Jasper County and Joplin is provided by four (4) ambulance services. They receive emergency ambulance calls through the emergency 9-1-1 system. These services include:

1.) METS
2.) Carthage Fire Department
3.) Jasper
4.) Newton County Ambulance Service
(In some Newton County portions of Joplin)

I. Medical transport helicopter services are provided by each of the Joplin hospitals. Landing pads are available at each hospital.

J. Additionally, if hospital capacity for a mass casualty PHE is exceeded, the Disaster Medical Assistance Team (DMAT-2) located in Springfield, Mo., or DMAT-1 in St. Louis may be available as a resource.

K. Medical Equipment Resources:

1.) In situations where medical hospital capacity is overwhelmed, medical equipment needs may also be overtaxed. A list of potential local resources for additional medical equipment is provided in Appendix-2.

2.) Alternate sites can be designated and established at the scene of most major emergencies, or in the vicinity, as designated by the on-scene commander.

3.) Additional information on medical transport is found in the County Medical

Disaster Plan (Appendix - 3 to Annex M of the Joplin/Jasper County Emergency Operations Plan)

L. Mental health counseling to victims, emergency workers and their families, as well as counseling for those classified as "worried-well," will be handled through the Ozark Center. If additional counseling resources are needed, the American Red Cross in Springfield will be contacted for assistance Chapter of *The National Voluntary Organizations Active in Disasters (NVOAD);* Point of Contact: President of the **Missouri VOAD**, at: (417) 832-9500 X22; or request assistance through the State Emergency Management Agency **(SEMA), Troop Region-D Office in Springfield**.

Point of contact: Mr. Chris Gaut, Area Coordinator; (573) 821-4683; FAX: (417) 895-6356, or the SEMA Duty Officer 24-hour number: (573) 751-2748. Additional mental health resources are found in Appendix-6 of Annex-M of the Joplin/Jasper County Emergency Operations Plan.

1.) Coordinate with ARC the activities necessary to provide the staff, supplies and facilities to treat victims suffering from disaster-related mental disorders.

2.) Provide representatives to assist the local Mental Health and/or joint Boards and Community Mental Health Centers in giving supportive services and treatment to disaster victims.

APPENDIX – 9

LIST OF HOSPITAL BED CAPACITIES

Hospital Check Lists	Mercy (Joplin)	Freeman (W)	Mercy (Carthage)
Adult Medicine Beds	240	320	25
Burn Unit Beds	0	0	0
ICU Beds	36	40	0
Mortuary Space	4	2	0
Mult. Trauma Beds	36	41	2
Pediatric Beds	11	15	0
Respiratory Isolation Unit	29	68	6
Respiratory Ventilators	20	60	4
Quarantine Areas	1	1	1
Decontamination Rooms	1	3	1
Ventilators (adult)	24	47	4
Ventilators (pediatric)	24	4	4
Ventilators (neonate)	10	13	0
IV Pumps	330	700	40
IV Poles	400	NA	60+
Suction Machines	71	20 portables	50+
Stretchers	60	45	20
Wheelchairs	60	50	20
PPE Suits	50	2000	10
Assessed ability to provide mass prophy?	Yes	Yes	Yes
ID-ed emergency pharmaceutical supply system:	No		
Local Pharmacies?	Yes	Yes	No
Pharmaceutical Vendors?	Yes	Yes	Yes
Separate ER entry for contaminated patients?	Yes	Yes	Yes
Can ER ventilation system be isolated from facility?	Yes	Yes	No
Ability to shut down air intake?	Yes	Yes	No

INFORMATION UPDATES

- Freeman (West):
- Mercy (Joplin):
- Mercy (Carthage):

APPENDIX – 10

LIST OF NON-HOSPITAL OVERFLOW MEDICAL FACILITIES

These facilities may be repurposed to provide acute care, non-ambulatory hospital overflow care, or elective surgeries not possible at hospitals, etc.

- **FREEMAN HEALTH SYSTEMS:**

1.) Freeman Health System (FHS) has established Freeman East, West, Mercy Joplin, and Freeman Neosho as the preferred Alternate Care Sites (ACS), but other available options include the Freeman YMCA, and Missouri Southern State University, as interim facilities. FHS also maintains a 24-Bed Modular Facility that can be utilized as a portable triage or patient transfer facility.

2.) Freeman Health System maintains an interactive map of possible receiving hospitals in SW Missouri, NE Oklahoma, SE Kansas, and NW Arkansas. The map will show the contact information and location of each receiving facility. The SWHCC can provide a bed availability report to show current availability of beds in the Missouri region.

3.) Information is available in the Freeman Health System Alternate Care Site (ACS) Plan.

- **MERCY HOSPITAL:**

If Mercy Health (Joplin Communities) are unable to remain open for services, alternate locations may include:

JOPLIN

1.) Mercy Hospital Carthage
2.) Ortho of the Four States
3.) DMAT Tent(s)

CARTHAGE

1.) Mercy Hospital Joplin
2.) Ortho of the Four States
3.) DMAT Tent(s)

COLUMBUS (KS.):

1.) Mercy Hospital Joplin
2.) Ortho of the Four States
3.) DMAT Tent(s)

More information concerning Alternate Care Sites (ACS) for Mercy Hospitals are spelled out in the Continuity of Operations (COOP) Plan.

APPENDIX – 11

JASPER/NEWTON COUNTY EMERGENCY HEALTHCARE COALITION

I. Purpose:

1. The purpose of the Jasper/Newton County Emergency Healthcare Coalition is to facilitate enhanced preparedness for community emergencies that impact community health. The J/NC-EHC will be responsible to review and recommend needed changes to the following Annexes in the Joplin/Jasper County Local Emergency Operations Plan (LEOP):

    - Annex - M of the Joplin/Jasper County Local Emergency Operations Plan (LEOP) --- (Health and Medical).

    - Other Annexes impacting community health response, as needed.

2. The J/NC-EHC will work with each member agency to review individual agency emergency response plans to ensure a coordinated response to community emergencies impacting community health. The Jasper/Newton County Emergency Healthcare Coalition will also work with member agencies to determine the need for and plan exercise activities for medical emergencies, as appropriate.

3. The J/NC-EHC will work, as a group, with each member agency to review individual agency emergency response plans to ensure a coordinated response to community emergencies impacting community health. J/NC-EHC will work with member agencies to determine the need for, and plan exercise activities for medical emergencies.

Additional responsibilities of the J/NC-EHC will include:

a.) Review of need for any potential Strategic National Stockpile Activation in Jasper County or Joplin.

b.) Review of need for DHSS Surge Capacity Cache activation (located at Freeman Hospital).

c.) Review of need for the Mass Casualty Trailer activation (located at Mercy Hospital) if needed out of area.

II. Membership:

A. Regular Membership:

Regular membership will include representatives as determined by the following entities:

- Jasper County Health Department

  1. Administrator
  2. Nursing Supervisor
  3. Other staff members, as designated

- Joplin City Health Department

  1. Director
  2. Environmental Health and Epidemiology Division Coordinator
  3. Medical Division Coordinator
  4. Regional Response Planner

- Freeman Hospital and Health System

  1. Facilities Supervisor/Safety Officer
  2. Director of Peri-Operative and Emergency Trauma Services
  3. Director of Emergency Trauma Services

- Mercy Medical Center (Joplin)

  1. Safety Manager
  2. Trauma Coordinator

- Mercy Medical Center (Carthage)

  1. Safety Manager
  2. Trauma Coordinator

- Landmark Hospital

  1. Safety Manager
  2. Trauma Coordinator

- Metro Emergency Transport System (METS)

  1. Director

2. Supervisor

- American Red Cross

1. SW Missouri Program Manager
2. SW Mo. Disaster Program Specialist (Emerg. Services Mgr.)

- Joplin Jasper County Emergency Management

1. Coordinator

- Newton County Ambulance District

1. Director

- Ozark Tri-County Health Care (FQHC)

1. Chief Operating Officer (COO)
2. Safety Officer

- Newton County Health Department

1. Administrator
2. Nursing Supervisor

- Missouri Southern State University (MSSU)

1. Administrator / Director
2. Student Health Supervisor
3. Fire Safety / Environmental Health

(These are minimum recommendations. Additional regular members may be added as needed by each agency).

B. Ad Hoc Emergency Members:

1.) During periods of specific need (i.e., large community emergency event impacting public health), additional specific (ad hoc) members may be requested to temporarily serve on the JJMS. These ad hoc members could include physicians with specific expertise relative to the emergency (i.e., communicable disease specialist), hospital or other community administrators, etc.

2.) Each hospital in Jasper County will be requested to pre-designate an administration representative as well as physician(s) to represent their facility at such meetings.

III. Officers:

The committee will have 2 co-chairs responsible for planning and conducting meetings of the committee. The co-chairs will be the Administrator of the Jasper County Health Department and the Director of the Joplin City Health Department.

IV. Meetings:

A. Regular Meetings:

Regular members will meet monthly or as needed to address routine issues associated with planning for medical LEPC issues.

B. Emergency Meetings

1.) Emergency meetings may be called by either co-chair at the request of any member. Emergency meetings may be called to address issues related to a public health Emergency.

Situations that may merit an emergency meeting may include:

- Major emergency (natural disaster or man-made) causing mass casualty.
- A community emergency requiring activation of the LEPC EOC.
- A communicable disease outbreak or threat of outbreak.
- A hospital capacity issue.
- An emergency requiring Strategic National Stockpile (SNS) request.

2.) Meetings may occur in person or by other electronic means (i.e., conference call, e-mail, etc.) that is appropriate to conduct business.

3.) An emergency phone/pager list (Appendix - A of this document) will be maintained by the co-chairs in conjunction with the LEPC Manager for use in emergency activation.

II. Membership

1. Regular Membership:

Regular membership will include any organization located in Newton County, Jasper County and/or the City of Joplin that has a role in community health, emergency

preparation and response. Membership must be approved by the total membership. [For a current member list is on file at the Joplin Health Department.]

2. Ad Hoc Emergency Members:

During periods of specific need (i.e., a community incident impacting public health), additional specific ad hoc members may be requested to temporarily serve on the J/NC-EHC.

3. There shall be no limit to the number of years a member may serve.

4. Vacancy of any organization representative shall be filled by the participating organization at the discretion of that organization.

5. To be considered an active member, organization representatives must participate in regular meetings and activities.

6. Membership will be reviewed at the first meeting of each year.

III. Officers

1. The officers of the coalition shall consist of a Chair, Vice Chair, and Secretary, and shall be elected by the Coalition.

2. Elected officers will serve a term of two years.

3. Officer elections will be held the second meeting of odd calendar years.

a.) The Chair shall preside at all Coalition meetings, appoint Coalition members (standing and ad hoc), and perform other duties as associated with the office.

b.) The Vice Chair shall assume the duties of the Chair in case of the Chair's absence.

c.) The Secretary shall be responsible for the minutes of the Coalition.

IV. Meetings

1. Regular Meetings:

a.) Regular members will meet monthly (or as needed) to address routine issues associated with planning for medical issues.

2. Emergency Meetings:

a.) Emergency meetings may be called by the Chair at the request of any member.

b.) Meetings may occur in person or by other electronic means (e.g., conference call, email, etc.) that is appropriate to conduct business.

c.) Agendas shall be provided at least 48 hours in advance, when appropriate.

APPENDIX – 12

PLAN/PROCESS FOR REQUESTING CHEMPACK) MEDICATIONS

I. Purpose

To establish Region-D procedures to request CHEMPACK Medications in the event of a nerve agent incident or organophosphate poisoning due to a terrorist attack or to Haz-mat event that occurs while transporting/handling/storing organophosphates.

II. Overview of CHEMPACK

A. The CHEMPACK Program is part of the Strategic National Stockpile (SNS) program. Containers of antidotes are pre-positioned in two locations in Region-D. Each CHEMPACK container includes medications with an initial treatment capacity of up to 1816 patients at a moderate or severe exposure level. These containers are portable, and contents can be transported as needed. The antidotes included in the CHEMPACK containers are specially packaged into auto-injectors and designed for rapid administration at the incident scene.

B. Medications in the CHEMPACK containers are only used for patient treatment of a chemical incident where exposure to organophosphates (agricultural pesticides such as Parathion, Malathion, Chlorpyrifos, or Diazinon) or nerve agent gases (Sarin, Soman, Tabun, and VX) has occurred. Organophosphates and nerve agents are highly toxic chemicals. Exposure can occur through inhalation, skin absorption, or ingestion, and requires immediate administration of life saving antidotes.

C. County and small community hospitals and other emergency responders don't stock nerve agent antidotes, or if they do have any stock, it is very small quantities, which would not be sufficient for a large event or large number of people exposed to these types of chemicals during a terrorist attack, or large chemical accident.

D. Signs and symptoms of nerve agent poisoning can present within seconds to minutes following exposure and after a significant exposure, death may occur. The following acronym may be helpful in remembering the signs and symptoms of Nerve Agent Exposure.

SLUDGEMM

- Salivation
- Lacrimation (Tearing)
- Urination
- Defecation
- Gastrointestinal upset
- Emesis (Vomiting)
- Muscle twitching
- Miosis (Pinpoint pupils)

III. Training, Education and Mitigation

A. First Responders such as law enforcement, firefighters, EMS, and others should be trained to recognize a possible nerve agent/organophosphate release. Law Enforcement responders are often the first responders on the scene of an emergency. Therefore, it is imperative that the officers can recognize a potential nerve agent release to report this to dispatch.

B. First responders also need to know about the CHEMPACK medications that are available, when to ask for them and the request process. Matrix is found in Attachment-7.

C. 9-1-1/Dispatch Centers should be trained on the CHEMPACK request process. Request Checklist is found in Attachment-2.

D. Annual training for all first responders should be made available to protect the first responders and the public in this type of event.

E. Emergency Management Personnel and First Responders should know organophosphate distributors in your county, where they are located, and what are the transportation routes of these chemicals?

1. Resources for EMDs to find Chemical Distributors in the County:
   a. Tier-II Reports
   b. Local Public Health Department Chemical Mapping Software

F. The Regional CHEMPACK Plan-Training Presentation can be found in Attachment-1. This training overview has been developed to introduce the CHEMPACK to emergency response personnel and the request process.

IV. CHEMPACK Locations:

A. Region - D Locations:

a.

Cox Medical Center
Meyer Orthopedic and Rehab Hospital
phone: 417-269-9800
fax: 417-269-4136

b.

Mercy Hospital Springfield
phone: 417-820-2000
fax: 417-820-7788

If additional CHEMPACKS are required, a CHEMPACK outside of Region - D will have to be requested.

B. Missouri Assets (closest):

a. Ozarks, Medical Center, West Plains, MO
b. Bothwell Regional Health Center, Sedalia, MO
c. Phelps County Regional Medical Center, Rolla, MO
(Additional Missouri Assets are found in this plan)

C. Out of State Assets to consider:

(See Attachment-9 for contact information).

a. Northwest Medical Center – AR
b. Northwest Arkansas Medical Center – AR
c. Washington Regional Medical Center – AR
d. Coffeyville Regional Medical Center – KS

V. Procedures for Requesting CHEMPACK Medications

A. On-Scene Incident Command, EMD, or an on-scene responder will notify 9-1-1 Dispatch to place the call to the closest CHEMPACK site/POC (listed above). Each county should be responsible for designating a 9-1-1 shift supervisor to be familiar with this process and have authority to complete this action.

B. In Region-D, Missouri State Highway Patrol Troop-D will provide transport of the medications. The Transportation Plan can be found in Attachment-8.

C. State and local law enforcement may also be called upon to ensure the security of CHEMPACK assets at the scene, during transport, and/or with security at the host hospital.

D. When a CHEMPACK is requested, the entire CHEMPACK will be moved.

E. 9-1-1 Dispatch staff should utilize the CHEMPACK Response Matrix in Attachment-7 and Checklist Documentation Form in Attachment-2 to ensure documentation of all information needed to request the CHEMPACK.

F. The CHEMPACK should be delivered to a safe staging area established by the Incident Commander to ensure additional response personnel are safe.

G. A Statewide CHEMPACK Locations Map is included in Attachment-3, in the event additional CHEMPACKS are needed. The map includes sites south in the State of Arkansas and Attachment-4 included is the CHEMPACK Locations Map for the sites in the State of Kansas.

H. CHEMPACK Site Contacts can be found on EMResource and WebEOC. In the event those two systems are not available, CHEMPACK custodial sit Point of Contact information is found in Attachment-5.

I. CHEMPACK contents list can be found in Attachment-6.

CHEMPACK REQUEST CHECKLIST

Name: Phone Number:

Agency: Date/Time:

911 Operator Checklist

Receive CHEMPACK Activation Request

CHEMPACK Requested by: *(Agency, Name, Contact Info)*	Department of Energy, Jan Doe, 800-100-800 1
Number CHEMPACK needed, and Situation: *(One CHEMPACK per 454 personnel)*	38 Personnel, 1 Chempack, Chemical Spill 2
Location CHEMPACK is needed:	201 Main St. 3
On site POC: *(if different from requestor)*	Jim Smith, 800-100-800 4

Contact CHEMPACK Custodial Site – (Mercy Hospital) @ *(Note: Location has 3 CHEMPACKs on site, see Map/Attachment for additional storage locations)*

- [X] Request <number of CHEMPACKS> (see #2 above)
- [X] Provide Delivery Location (see #3 above)
- [X] Identify Point of Contact at delivery location (see #4 above)

Contact Troop D HQ Dispatch (Transportation) POC:	Officer James May 417-895-6868
Estimated Time of Arrival	8:20pm

Contact requestor with confirmation and status

Troop D Checklist

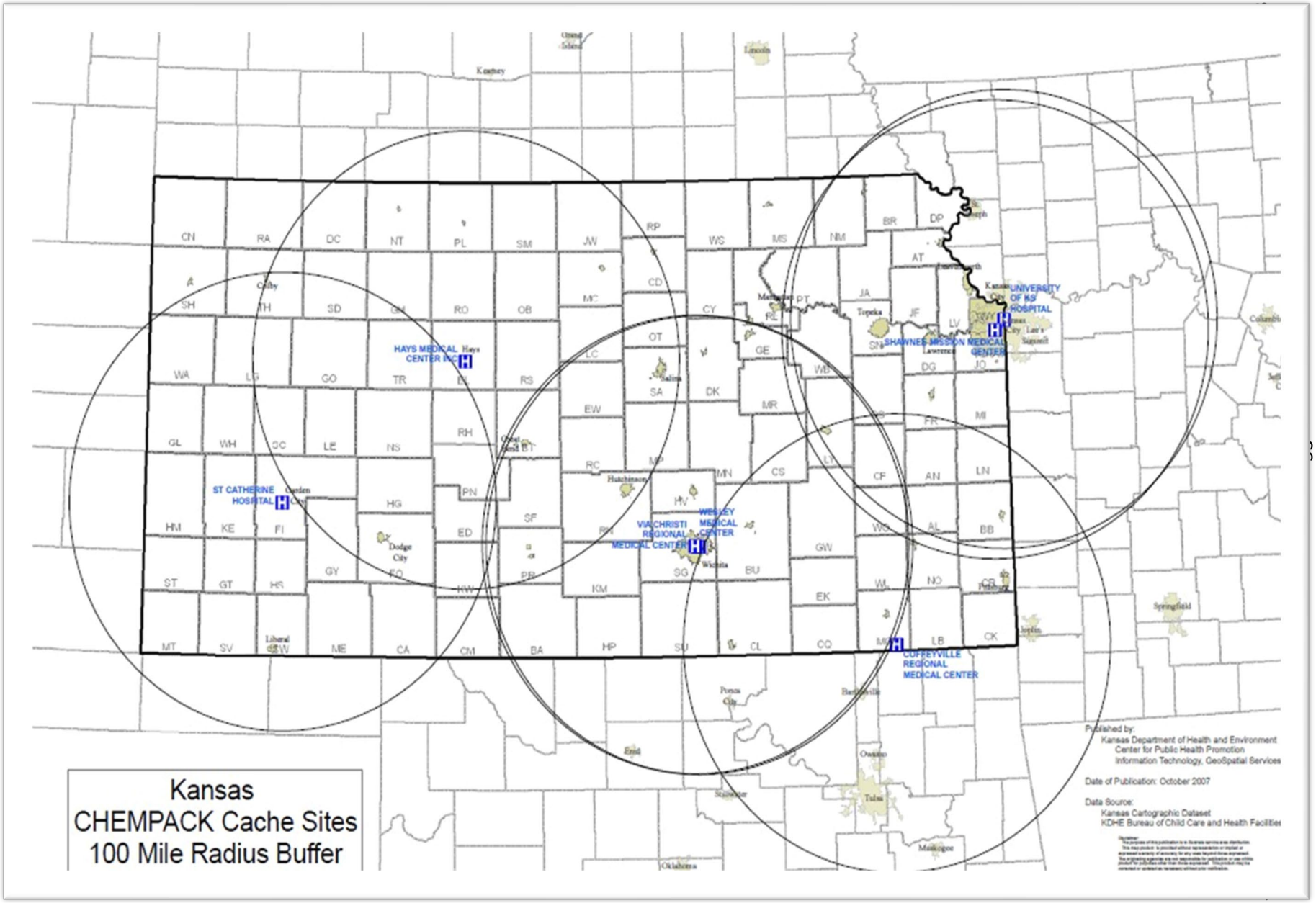
Receive Call from 911 Operator

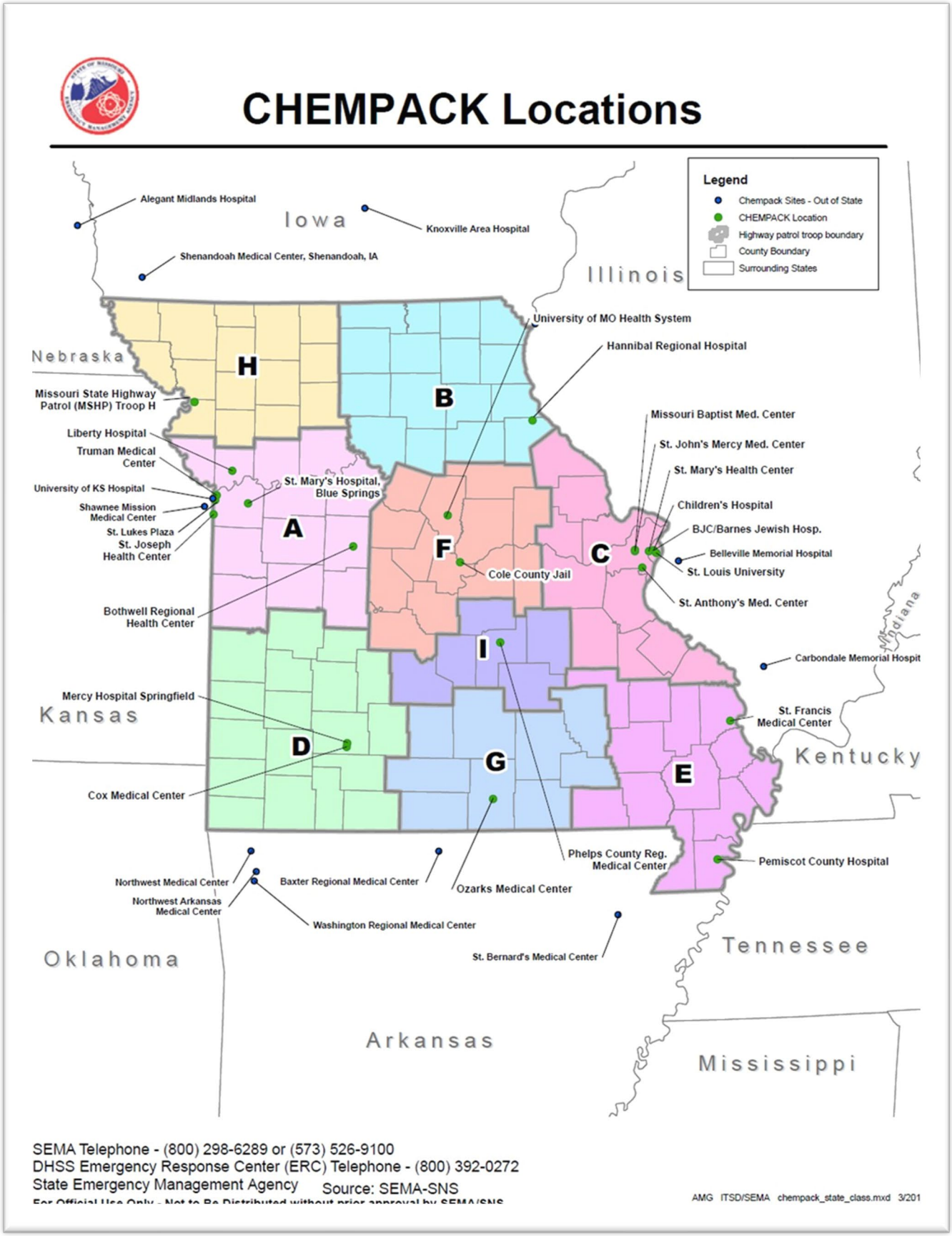
Who Called: *(name, agency, phone number)*	Department of Energy, Jan Doe, 800-100-800
Number of CHEMPACK(s) Requested:	1
Location CHEMPACK is needed:	201 Main St.

On Follow

Notify Agencies

Incident Commander	x	
County Emergency Management Director	x	
MO Department of Health Emergency Response Center	x	1-800-392-0272


Kansas
CHEMPACK Cache Sites
100 Mile Radius Buffer
HAYS MEDICAL CENTER INC
ST CATHERINE HOSPITAL
VIA CHRISTI REGIONAL MEDICAL CENTER
WESLEY MEDICAL CENTER
SHAWNEE MISSION MEDICAL CENTER
UNIVERSITY OF KS HOSPITAL
COFFEYVILLE REGIONAL MEDICAL CENTER
Published by:
Kansas Department of Health and Environment
Center for Public Health Promotion
Information Technology, GeoSpatial Services
Date of Publication: October 2007
Data Source:
Kansas Cartographic Dataset
KDHE Bureau of Child Care and Health Facilities


CHEMPACK Locations
Legend
Chempack Sites - Out of State
CHEMPACK Location
Highway patrol troop boundary
County Boundary
Surrounding States
Alegant Midlands Hospital
Iowa
Knoxville Area Hospital
Shenandoah Medical Center, Shenandoah, IA
Illinois
University of MO Health System
Hannibal Regional Hospital
Nebraska
H
B
Missouri State Highway Patrol (MSHP) Troop H
Liberty Hospital
Truman Medical Center
University of KS Hospital
Shawnee Mission Medical Center
St. Lukes Plaza
St. Joseph Health Center
St. Mary's Hospital, Blue Springs
A
F
C
Missouri Baptist Med. Center
St. John's Mercy Med. Center
St. Mary's Health Center
Children's Hospital
BJC/Barnes Jewish Hosp.
Belleville Memorial Hospital
St. Louis University
St. Anthony's Med. Center
Cole County Jail
Bothwell Regional Health Center
I
Indiana
Carbondale Memorial Hospit
Mercy Hospital Springfield
Kansas
D
G
E
St. Francis Medical Center
Kentucky
Cox Medical Center
Phelps County Reg. Medical Center
Pemiscot County Hospital
Northwest Medical Center
Baxter Regional Medical Center
Ozarks Medical Center
Northwest Arkansas Medical Center
Washington Regional Medical Center
Oklahoma
St. Bernard's Medical Center
Tennessee
Arkansas
Mississippi
SEMA Telephone - (800) 298-6289 or (573) 526-9100
DHSS Emergency Response Center (ERC) Telephone - (800) 392-0272
State Emergency Management Agency
Source: SEMA-SNS
AMG ITSD/SEMA chempack_state_class.mxd 3/201

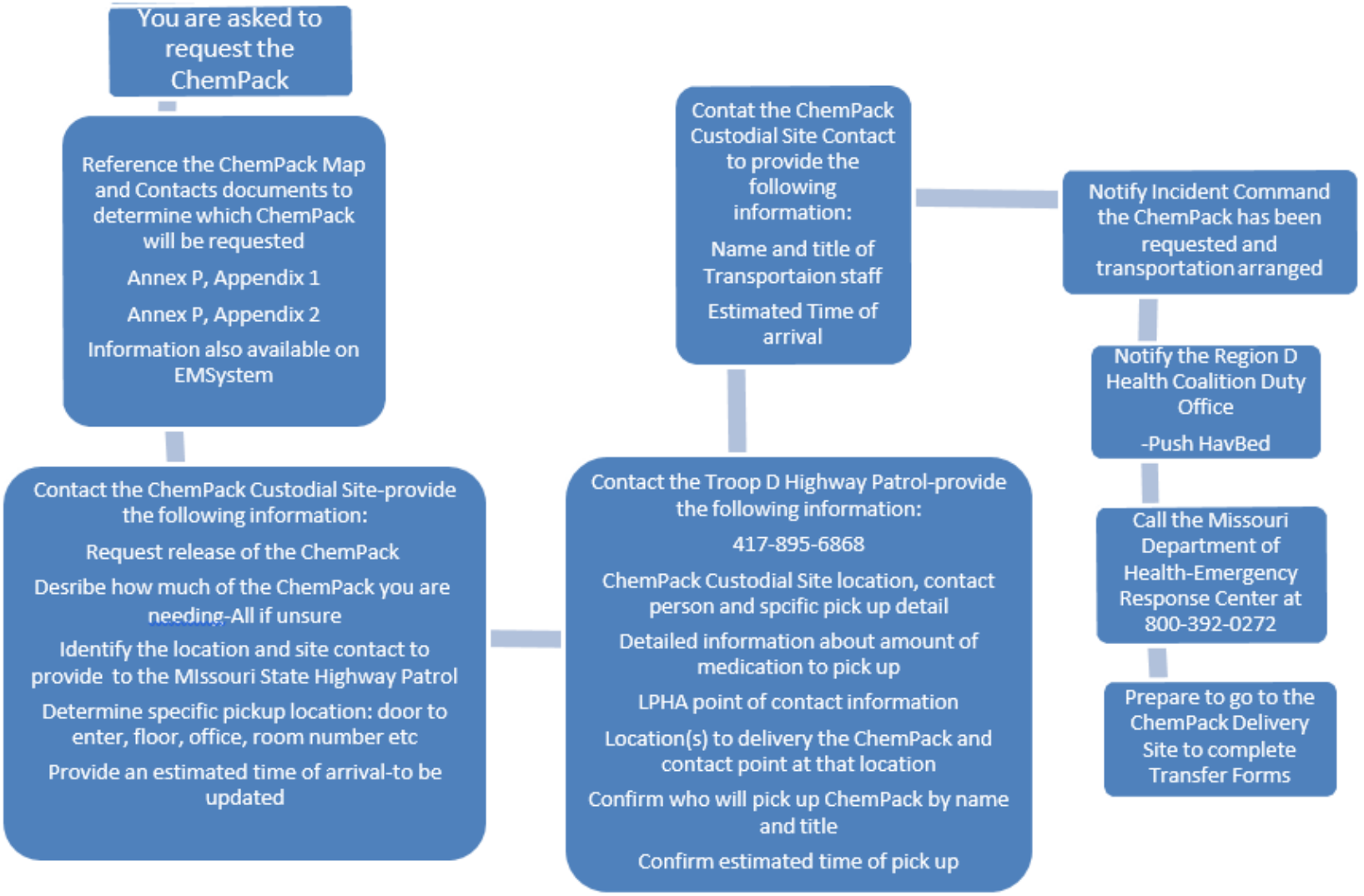
Attachment-5: CHEMPACK Custodial Site Contact Information

CHEMPACK Site	Primary	Secondary	Tertiary	Security	Pharmacy Main
Cox Medical Center	**James Houpt, Pharmacist**	**Jennifer Reeves, Pharmacist**	**Jason Henry/ Em Mgt Officer**	**Walnut Lawn**	**Supervisor**
Meyer Orthopedic and Rehab Hospital	wk: 417-693-0778	wk: 417-269-3001	wk: 417-269-4761	417-269-9673	317-269-6277
phone: 417-269-9800	cell: 417-269-9892	cell: 417-988-2752	cell: 417-827-9631-PRIMARY #		
fax: 417-269-4136	james.houpt@coxhealth.com	jennifer.reeves@coxhealth.com	jason.henry@coxhealth.com		
			Louis Kynard		
			wk: 417-269-5193		
Mercy Hospital	**Angelique Foster, Pharmacy Mgr.**	**Shane Edmonson, Pharm. Dir.**	**Russ Conroy, Emerg. Prep. Dir.**	**On-Duty**	**Pharmacy Main**
phone: 417-820-2000	wk: 417-820-6957	wk: 417-820-6793	wk: 417-820-7159	417-820-4357	wk: 417-820-2777
fax: 417-820-7788	cell: 417-827-4777	cell: 417-343-8484	cell: 417-773-0361		
	angelique.foster@mercy.net		russell.conroy@mercy.net		**Dennis Martin, Safety Mgr.**
					wk: 417-820-9561
					cell: 417-844-4076
					dennis.martin@mercy.net

Attachment 6: CHEMPACK Contents List

EMS CHEMPACK Container with a Treatment Capacity of 454									
Product	**Unit Of Measure**	**Case Quantity**	**Boxes in each Case**	**Units Per Box**	**Total Units Per Case**	**Case Height**	**Case Width**	**Case Length**	**Case Weight in Pounds**
Mark 1 auto-injector with-240 kits	Case	5	30	8	240	13.25	19	13.5	39.5
Atropine Sulfate 0.4mg/ml 20ml-100 vials	Case	1	25	4	100	6.13	5.63	13.5	12
Pralidoxime 1gm inj 20ml-276 vials	Case	1	6	46	276	11.81	14	12.31	11.5
Atropen 0.5 mg.-144 injectors	Case	1	12	12	144	14	10.5	19.18	16.8
Atropen 1.0 Mg.-144 injectors-	Case	1	12	12	144	14	10.5	19.18	16.8
Diazepam 5mg/ml auto-injector-150 injectors	Case	2	15	10	150	9.5	8.5	24.24	20
Diazepam 5mg/ml vial, 10ml-25 vials	Case	2	5	5	25	6	6.5	2.75	1.8
Sterile water for injection 20ml-100 vials	Case	2	25	4	100	13	6.63	6	7.2

ATTACHMENT – 7: **CHEMPACK Request Matrix**



Attachment 8: Missouri State Highway Patrol Transportation Plan for CHEMPACK Resources

CHEMPACK Operational Plan

Determine the need for transportation assistance
Does the requestor need air/ground transportation assistance? **What is the location of the chemical incident? Region/City/Address?** **Is it closer/quicker to deploy cache at Cole County Jail with air/flight assistance from MSHP?** **Steps for contacting MSHP for transportation assistance** • During Work Hours 8-5, Contact Capt. Greg Kindle (573) 526-6145, BB (573) 694-6416 or Capt. Normal Murphy (573) 526-6226, BB (573) 690-7940 • After Hours, Contact the Troop Headquarters nearest the CHEMPACK site to request ground transportation. Troop A: (816) 622-0800 Troop B: (660) 385-2132 Troop C: (636) 300-2800 Troop D: (417) 895-6868 Troop E: (573) 840-9500 Troop F: (573) 751-1000 Troop G: (417) 469-3121 Troop H: (816) 387-2345 Troop I: (816) 368-2345 **Steps for requesting aircraft through MSHP** • Contact Troop F Headquarters at (573) 751-0468 and request the on-call pilots to be contact with the Aircraft Division. **MSHP will make the determination of what type of aircraft/vehicle to assign, based on the following:** • Destination will determine airplane or helicopter requirement. MSHP aircraft are: o Beechcraft King Air 250- 1,900 lbs. o Beechcraft King Air C90- 1,600 lbs. o Cessna 210- 700 lbs. o Cessna 182- 400 lbs. o Bell 407 Helicopter- 400 lbs. o Bell 206 Helicopter- 300 lbs. o MD 500 Helicopter- 300 lbs

SOURCE: DPS/SEMA- November 2016

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When making a request for air or ground transportation assistance from the MSHP, provide the following information:

- Description of cargo to be transported (5 cases of Mark 1 kits, 39.5 lbs. per case, 197 lbs.)
- Justification for emergency request
- Name and phone number of person to receive delivery
- Destination of delivery
- Name and title of the individual(s) transporting the cargo

SOURCE: DPS/SEMA- November 2016

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ATTACHEMENT 9: Out-State CHEMPACK CONTACTS (Pgs-2)

ARKANSAS

Washington Regional Medical
3215 N. Northhill Blvd.

Fayetteville, AR 72143

Primary: Ramona McLean O: 479-463-1122 C: 479-409-

5639 Secondary: Brad Hodges O: 479-463-1170 C: 479-

747-2040 Tertiary: Grant Cates O: 479-463-6101 C: 479-

650-1720 Quaternary: Terry Lawson O: 479-463-1846 C:

479-841-8658

Northwest Arkansas Medical Center of Washington

609 W. Maple Ave.

Springdale, AR 72143

Primary: Caroll Barham O: 479-757-4581 C: 479-659-2406 P: 479-527-6165 O: 479-757-4834

Secondary: Marla Smith O: 479-757-4580 C: 479-200-2565

Northwest Arkansas Medical Center of Benton

3000 Medical Center Parkway

Bentonville, AR 72143

Primary: Kevin Sediacke O: 479-553-4151 C: 479-871-1073 Email: ksediacke@nw-health.com

Secondary: Phil Davis O: 479-553-4208

Tertiary: Paul Taylor C: 479-553-4600

KANSAS

Coffeyville Regional Medical Center

1400 W 4th Street

Coffeyville, KS 67337

Primary: Jim Wilhelms O: 620-252-1690 C: 620-870-8268 Email: jmw@crmcinc.org

Secondary: Stephen Haley O: 620-252-1695 C: 580-351-8346

Tertiary: Jim Wilson O: 620-252-1526 C: 620-515-0919

Quaternary: Matthew Sortore O: 620-252-1564

ANNEX N TERRORISM

I. PURPOSE

The purpose of this annex is to establish a unified approach for emergency response agencies of Jasper County to respond to and recover from a threat or act of terrorism. Also, to establish a terrorism response system that prescribes responsibilities and actions required to respond to and recover from a terrorist event.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. Jasper County has assets that could be targets for terrorist activities. These include, but are not limited to:

   a. Federal, state, county and municipal government facilities and structures

   b. Chemical Facilities

   c. Medical facilities

   d. Religious facilities

   e. Businesses and manufacturing centers

   f. Airports, railroads, highways and navigable rivers

   g. Pipelines; power plants; public utilities; landmarks; and large public gatherings

   h. Agriculture

2. Terrorism takes many forms: bombings, arson, infrastructure attacks (on water, electric, gas, or telecommunications systems), mass shootings, cyberspace failure or disruption, transportation attacks (hijacking, bombing, sabotage etc.), and common law torts.

   a. Weapons of Mass Destruction (WMD). Any weapon designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals, or their precursors; any weapon involving a disease organism; or any weapon designed to release radiation or radioactivity at a level dangerous to human life (18 USC 2332a).

b. Chemical Agent. A chemical substance intended to kill, seriously injure, or incapacitate people through physiological effects. Hazardous chemicals, including industrial chemicals and agents, can be introduced via aerosol devices (including munitions, sprayers, or aerosol generators), breaking containers, or covert dissemination. A chemical agent attack might release a chemical warfare agent (such as a nerve or blister agent) or an industrial chemical that may have serious consequences. Whether an infectious agent or a hazardous chemical causes an outbreak may not be obvious early in an investigation; however, most chemical attacks are localized, and their effects become evident within a few minutes. Different chemical agents can be persistent or non-persistent. Persistent agents remain in the affected area for hours, days, or weeks. Non-persistent agents may have high evaporation rates, be lighter than air, or disperse rapidly; therefore, the ability to cause casualties is significantly reduced over a relatively short period of time (although they may persist longer in small unventilated areas).

c. Biological Agents. Living organisms or materials derived from them that cause disease; harm humans, animals, or plants; or deteriorate materials. Recognition of a biological hazard can occur by identifying it as a credible threat; discovering bio-terrorism evidence (devices, agents, clandestine labs); diagnosing a disease caused by an agent identified as a possible bio-terrorism agent; or gathering and interpreting public health surveillance data. People exposed to a pathogen such as anthrax or smallpox may not know they have been exposed, and those infected or subsequently infected may not feel sick for some time. Infectious diseases typically progress with a delay between exposure and onset of illness -the incubation period. The incubation period may range from several hours to a few weeks, depending on the exposure and pathogen. Unlike acute incidents involving explosives or some hazardous chemicals, direct patient care providers and the public health community are likely to first detect a biological attack on civilians (See annex M and/or the LPHA ERP). Terrorists also could use biological agents to affect agricultural commodities (agro-terrorism). These agents include wheat rust or viruses that could devastate the local or even national economy.

d. Radiological/Nuclear. High-energy particles or gamma rays emitted by an atom undergo radioactive decay. Emitted particles can be charged alpha or beta particles, or neutral neutrons, or gamma rays. The difficulty of responding to a nuclear or radiological incident is compounded by the nature of radiation itself. Also, involvement of radioactive materials in an explosion may or may not be obvious; depending on what explosive device was used. The presence of a radiation hazard is difficult to ascertain unless the responders have the proper detection equipment and the training to use it. Most of the many detection devices available are designed to detect specific types and levels of radiation -they are not appropriate for

measuring or ruling out the presence of all possible radiological hazards. Terrorists may use the following delivery methods:

1) An improvised nuclear device (IED) is any explosive device designed to cause a nuclear yield. Either uranium or plutonium isotopes can fuel these devices, depending on the trigger. While "weapons-grade" material increases the efficiency of a device, materials of less than weapons grade can still be used.
2) A radiological dispersal device (RDD) is any explosive device that spreads radioactive material when detonated. A RDD includes an improvised explosive device that could be used by placing it in close proximity to radioactive material. A RDD also includes devices identified as "dirty bombs".
3) A simple RDD spreads radiological material non-explosively (for example, medical isotopes or waste).

e. Explosives. Conventional explosive devices or improvised bombs are used to cause massive local destruction or to disperse chemical, biological, or radiological agents. Improvised explosive devices are categorized as explosive or incendiary -using high or low filler explosive materials to explode and/or cause fires. Bombs and firebombs are inexpensive and easily constructed. They are not technologically sophisticated. Of all weapons, these are the easiest to obtain and use. The components are readily available, as are detailed instructions for constructing these devices. They are the likeliest terrorist weapons.

f. Cyber Terrorism. "Malicious conduct in cyberspace to commit or threaten to commit acts dangerous to human life, or against a nation's critical infrastructures … in order to intimidate or coerce a government or civilian population … in furtherance of political or social objectives."

3. Homeland Security Regional Response System includes a response network developed regionally.

Several of the regions include hazardous materials response teams with enhanced capabilities for response to WMD incidents, including incidents involving nuclear or radiological materials, and biological and chemical agents. The following provides a general overview of their locations, number of teams and capabilities:

a. There is currently a Homeland Security Regional Response System located throughout the State of Missouri. (See Appendix 2 to annex N)

b. Many of the existing teams are continuing to develop their heavy and light search and rescue capabilities, acquire the latest technology detection equipment, expand decontamination capability and address logistical support requirements.

c. For all terrorist response operations, the Unified Command System will be used for Direction and Control.

4. Request for Homeland Security Regional Response System (HSRRS):

a. In order to deal with a terrorist event, a network of resources must already

be in place (personnel, equipment and supplies). The current situation will determine the type of resources needed and techniques to be employed.

b. These teams will be mobilized and deployed by the Division of Fire Safety through Statewide Fire Mutual Aid to support local jurisdiction response and recovery operations.

c. Local jurisdictions must request support from the Division of Fire Safety. Call (573) 690-3782 or their regional Statewide Fire Mutual Aid coordinator.

d. If a terrorist attack should occur in Jasper County, which does not have a Homeland Security Regional Response System (HSRRS) and will require support in responding to the terrorist incident, it is the local jurisdiction's responsibility to contact the Division of Fire Safety and request support.

B. Assumptions

1. Jasper County recognizes the responsibility for public health and safety, and the need for a plan to set forth guidelines to deal with terrorism, and the need to exercise the procedures, policies, and guidelines set forth in this Annex.

2. Proper implementation of this Annex can reduce the effects a Terrorist attack and limit related exposure to the public.

3. No single agency at the Local, State, or Federal level possesses the authority and/or the expertise to act unilaterally on the many difficult issues that may arise in response to a threat or act of terrorism, particularly if WMD is involved.

4. Should a terrorist incident be identified, Jasper County could be acting alone pending mobilization and deployment of other local, State and Federal assets.

5. An act of terrorism involving WMD in Jasper County, could immediately overwhelm the local response capabilities.

6. Counter terrorism efforts including intelligence gathering and appropriate response training may reduce some incident potential, but incidents can occur with little or no warning.

7. If appropriate personal protective equipment (PPE) is not readily available, entry into the contaminated area (hot zone) may be delayed until the arrival of trained and equipped emergency response personnel. Responders must also be

aware of secondary devices targeting first responders.

III. CONCEPT OF OPERATIONS

A. General

Upon authorization by the Division of Fire Safety, the Homeland Security Regional Response System (HSRRS) will be able to respond to any terrorism incident that will occur in their region.

B. Primary Objectives in Response to a Terrorist Act:

1. Protect the lives and safety of the citizens and first responders.

2. Isolate, contain, and/or limit the spread of any cyber, nuclear, biological, chemical, incendiary, or explosive device.

3. Identify the type of agent or devices used.

4. Identify and establish control zones for suspected agent used.

5. Identify appropriate decontamination procedure and/or treatment.

6. Ensure that responders have appropriate equipment and personal protective equipment (PPE).

7. Notify emergency personnel, including medical facilities of the danger and anticipated casualties.

8. Notify appropriate state and Federal agencies.

9. Provide accurate and timely public information.

10. Preserve as much evidence as possible to aid investigations.

11. Protect critical infrastructure.

C. Operational Time Frames

1. Mitigation

a. Develop a method for processing information.

b. Analyze potential threats, targets, and potential hazards for the jurisdiction. Disseminate on a need-to-know basis when appropriate.

c. Identify facilities, agencies, personnel, and resources necessary to support a terrorist incident response.

d. Whenever possible, training exercises conducted by local jurisdictions should include terrorism (WMD) and the use of the HSRRS. The purpose is to provide a training opportunity, and to exercise HSRRS capabilities as required by the Office of Domestic Preparedness (ODP).

e. Review and become familiar with the SEOP.

2. Preparedness: Jasper County will take the appropriate security measures. See Appendix 2 of this Annex for Federal and State Homeland Security Advisory System threat guidelines.

a. Develop and review Plans and SOG's for response to a terrorist incident. Open and prepare the EOC for possible full activation.

b. Advise key personnel of the potential risk.

c. Make a recommendation as to a possible course of action.

d. Maintain increased readiness status until the situation escalates or the decision to discontinue operations is given. Train personnel and maintain inventory of equipment and supplies.

3. Response

a. Any individual who receives notification of a terrorist incident or who is responsible for making notifications must assure that every effort is made to contact primary and support personnel as identified in the Basic Plan and to immediately notify SEMA.

b. Once a terrorism incident is suspected, local law enforcement will report and request assistance from the state using existing operating guidelines and/or procedures.

c. Each Emergency Response agency shall send a representative to the EOC and may be required to provide a representative to the on-scene Unified Command.

d. Local government departments will provide assistance to the EOC as dictated by the current situation.

e. Designated local jurisdiction Public Information Officer (PIO) will coordinate all public information releases. (See Annex C)

4. Recovery

a. Determine the extent of damages, prepare a damage assessment report and request assistance.

b. Test, check, and exercise equipment to identify its serviceability.

c. Restore essential public services to critical facilities.

d. Inventory and replace supplies as necessary.

e. Restore all public services to the general population.

Note: Team leaders/Team technicians will contact local jurisdictions to determine specific recovery action items that are specific to the jurisdiction.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

Note: Team leaders/Team Technicians will check with each jurisdiction to determine their terrorism responses. If they prefer to use the standard functional guidelines for all hazards, a brief statement will be placed here. If not, the following organization is proposed for their review and editing.

A. Organization

A response organization for a terrorism incident will be under the Direction and Control of the Presiding Commissioner. The coordinated response will be conducted from the EOC. The primary responders to terrorism are normally local law enforcement, fire, and County Health and Medical personnel. All other departments are considered to be support. Each jurisdiction should prepare an SOG and functional check list for response to a terrorism incident as defined in the Basic Plan (P&S Chart). All participating agencies must comply with training requirements set forth by SEMA. In addition, an up-to-date list of emergency response personnel will be maintained and available. The following provides a breakdown by functional areas:

B. Assignment of Responsibilities

1. EOC Function: (See Basic Plan and Appropriate Annex's for Additional Information.)

   a. The Federal Government is responsible for determining the Nations threat level. See Appendix 1 to Annex N for HOMELAND SECURITY TERRORIST WARNING SYSTEM CHART. However, it is up to the local jurisdiction to determine their appropriate threat level based upon their current situation.

   b. If notification of a terrorist incident is received, the Emergency Management Director/Coordinator will immediately contact the Chief elected official and primary and support agencies as identified in the Primary & Support Responsibility Charts.

   c. If notification of an incident is received by someone other than the Emergency Management Office, the individual receiving the notification will contact the Emergency Management Office and/or the Chief elected official immediately.

   d. The Emergency Management Office is responsible for contacting the SEMA Staff Duty Officer and informing them of their current situation and threat. Other local departments will follow their respective SOG's for notifications.

   e. Activate the EOC at either the primary or alternate location. The EOC serves as the clearinghouse for local jurisdiction to collect, discuss, and disseminate information in regard to a particular event occurring within their jurisdiction. The EOC is responsible for maintaining contact with appropriate State and Federal Agencies throughout the incident period.

   f. Review EOP and determine if pre-designated staging areas, mobilizations and reception centers are far enough away from the actual scene so that safety is guaranteed.

   g. If necessary, a Joint Operation Center (JOC) will be established by the Lead Federal Agency (LFA) and will be under the operational control of the Federal on Scene Commander (OSC). The JOC is the focal point and is responsible for coordinating requests from the State. The on Scene Commander may request that a representative from the impacted jurisdiction be assigned to the JOC.

2. Emergency Management:

   a. Direction and Control will originate from the EOC.

b. Ensure the alternate EOCs are ready in the event that the primary EOC is not available.

c. The EOC will be staffed in accordance with the Basic Plan.

d. Coordinate with SEMA and other Federal, State or Local Agency's EOCs as necessary.

e. Prepare and distribute Situations Reports (SITREPS).

f. Coordinate response and recovery operations.

g. Identify and coordinate resource requirements.

3. Local Law Enforcement:

a. Manage the incident scene. Set-up Incident Management System (IMS) to manage/coordinate with other departments and agencies using the Unified Command System.

b. Respond to requests for support/assistance from other departments; local, state, and federal.

c. Provide security, maintain order, prevent unauthorized entry, control and re-route traffic and maintain open access/egress for authorized vehicles into the terrorist incident scene.

d. Assist in evacuation/in place protection notification of the affected area as requested by the EOC or the on-scene incident commander.

e. Develop and maintain Standard Operating Guides (SOGs) of duties, roles and responsibilities for any terrorism incidents involving Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE).

f. Ensure Scene Security and evidence preservation pending arrival of the FBI and assist the FBI and other investigative authorities in determining responsibility.

g. Establish access control into and out of crime scenes.

h. Provide security for Command Post and EOC.

i. Manage crowd control when necessary.

4. Fire Department

    a. Respond to all reports of terrorist incidents to determine the nature and scope of the incident.

    b. Provide a representative to the EOC and coordinate with Jasper County law enforcement and other agencies for support and resource requirements.

    c. Establish site security areas and hazard exclusion zones in accordance with established procedures and guidelines.

    d. Determine the nature of the incident.

    e. Provide information on hazardous material/evaluation and environmental damage assessment.

    f. Develop and maintain internal guidelines to identify specific roles and responsibilities of fire service personnel in each of the major terrorism incidents involving CBRNE.

    g. Keep the EOC informed.

5. Health Department

    a. Provide personnel safety information to the EOC.

    b. Provide an environmental analysis, with help from the MO Dept. of Health and Senior Services and the Centers for Disease Control and Prevention. Coordinate with County Health Director on all health issues. The County Health Director is responsible to determine the health risk and recommend epidemiological and toxicological solutions to deal with public health issues involved in a terrorist incident. (See Annex M)

    c. Monitor response personnel and general public exposure to chemical, biological, and radiological agents.

    d. Monitor and track potential victims.

    e. Provide information regarding exposure and treatment to potential victims and workers.

    f. The County Health and Medical Director or a designated representative will assist the PIO on Health and Medical issues and in broadcasts concerning public and individual health issues.

g. Keep the EOC informed.

6. Public Works

   a. Respond to emergency requests from the EOC by providing resources, i.e., trucks, earth moving equipment and other needed assets/materials along with operators to reduce hazards, minimizing secondary damage.

   b. Provide barricades to assist in evacuation and/or scene security.

   c. Assist in providing temporary storage of equipment and materials until appropriate locations can be located.

   d. Coordinate with the EOC and the on-scene commander to ensure the area is safe to enter. Do not enter any area if it has not cleared and declared safe for reentry.

7. Emergency Medical Services

   The Chief of Emergency Medical Service (EMS) is primarily responsible for directing the medical response and on-scene operation within the impacted area. The EMS is responsible for identifying and anticipating resource requirements and allocating resources accordingly. EMS coordinates mutual aid in conjunction with the County Health Officer.

8. Public Information Officer (PIO)

   Note: Team Leader/Team Technician: For information on this topic, see Annex C of this plan.

C. All departments, agencies, and individuals support the Direction and Control function as follows:

   1. Initial response operations are the responsibility of the local jurisdiction. The FBI is the Lead Federal Agency for all terrorist attacks and will establish a JOC for Direction and Control if one is needed. The MSHP has primary responsibility for coordinating the state level response.

   2. Local Public Information Operations will be coordinated by the EOC. Note: FEMA/FBI may establish a Joint Information Center (JIC).

   3. Response and Recovery operations are the responsibility of the local jurisdiction. When making a formal request to SEMA for assistance, the local jurisdiction must exhaust its capabilities and resources.

V. CONTINUITY OF GOVERNMENT

A. Line of Succession for Terrorism

1. The line of succession for the Presiding Commissioner of Jasper___County is through the District Commissioners, in order of their seniority.

2. All local departments listed above are required to maintain a line of succession of at least three people. See Basic Plan or appropriate annex for names and/or positions.

VI. ADMINISTRATION AND LOGISTICS

A. Administration

1. To implement Annex N, an incident must be designated a suspected or actual terrorist threat or incident by the Chief elected official.

2. Procedure for dealing with expenses incurred and liability for actions and injuries are outlined in local ordinances, mutual aid agreements and this plan.

3. A post-incident report and critique shall be the responsibility of the lead agencies with input from all involved agencies. This will be used for plan modifications and training exercises.

B. Logistics

1. On Hand stockpiles of Critical Essential materials and supplies should be inventoried and updated annually to ensure its operational readiness or serviceability.

2. Emergency purchasing authority may be authorized by the chief elected official if a terrorist incident has occurred.

3. The cleanup, removal and disposal of contaminated materials will be handled with the same care that was used during the incident. The MO Department of Natural Resources and the US Environmental Protection Agency may provide assistance in removal, disposal oversight, technical considerations and funding.

Appendices

Appendix 1 - Homeland Security Advisory System

Appendix 2 - Homeland Security Regional Response System Overview

Appendix 1 to Annex N HOMELAND SECURITY

ADVISORY SYSTEM

Because of the potential for future terrorist-related incidents, a national security alert system was developed to disseminate information regarding the risk of terrorist acts to federal, state, and local governments and to the American people. This system, known as the Homeland Security Advisory System (HSAS), is based on five color-coded threat conditions, which are summarized in the bellow table.

HOMELAND SECURITY ADVISORY SYSTEM COLOR CODES

RED: Signifies ***severe risk*** of attack and may require the pre-positioning of especially trained teams, closing public and government facilities and monitoring transportation systems.
ORANGE: Signifies a ***high risk*** of attack, meaning the government should coordinate necessary security efforts with armed forces or law enforcement agencies and take additional precautions at public events.
YELLOW: Signifies an ***elevated condition*** meaning there is a significant risk of attack. Increased surveillance of critical locations and implementing some emergency response plans are called for
BLUE: Signifies a ***general risk***, and agencies are asked to review and update emergency response procedures
GREEN: Signifies a ***low risk*** of terrorist attack.

NOTE: The Chief elected official will determine the appropriate Threat Level based on the current situation and recommendations from SEMA.

Appendix 2 to Annex N

Homeland Security Regional Response System Overview

In the late 1990s, the State Emergency Management Agency began to serve as a conduit for federal and state grant money that was provided to local jurisdictions in Missouri to both build basic haz-mat response capability, as well as enhance already existing haz-mat response capability. Some of this money was used to provide training for participants in the program, in addition to buying equipment. Participants were involved in the State Fire Mutual Aid system recognized by the State Fire Marshal's Office. However, there was little consistency between participants in expectations or commitment to the program.

After the terrorist attack and anthrax letters in the fall of 2001, and the advent of Homeland Security grant funding, additional money was made available to the participants involved in the haz-mat program to focus on the terrorist threat. Existing participants were rolled into a Homeland Security Response Team (HSRT) program. Additional haz-mat teams were brought into the program, and other emergency response capabilities such as SWAT and EMS were combined together to constitute 28 individual HSRT "Teams" throughout Missouri. However, there was no consistency from team to team as to size, types of emergency response disciplines involved, or under what circumstances they would respond outside of their own jurisdiction.

In some but not all instances, MOUs were entered into between the state of Missouri and the local jurisdictions who were participating in the HSRT program. However, there was no consistency in these MOUs from team to team. Some HSRT teams with lesser capabilities were designated as "forward teams" and received less funding than other teams, but there was no well thought out plan or strategy on deployment of the teams, under what authority they would be deployed, etc. There was no ability to ask for or deploy only the SWAT or haz-mat component of the team if that is all that was needed.

To date, over 30 million dollars of federal Homeland Security grant money has been spent on the HSRT program in Missouri. The federal Department of Homeland Security recognized the lack of consistency and sustainability in Missouri's CBRNE/WMD initiative and when they awarded the FY-2006 Homeland Security grants, prohibited Missouri from spending any more money on this program until the program justification was re-designed and rewritten to truly reflect a sustainable, consistent, multi-hazard response capability.

In December 2005, with the oversight of the Governor's Homeland Security Advisory Council (HSAC) on the HSRT program, the Council decided that this program needed to evolve into a true regionally focused multi-hazard "CBRNE/WMD" response network or system that was scalable as the need dictated. The Homeland Security Coordinator and the Executive Director of the Missouri Emergency Response Commission were directed by the Advisory Council to become involved in the HSRT program and develop it into a regionally focused system of local resource that could receive homeland security grant funding and other state support. This was the start of the Homeland Security Regional Response System concept.

As a result of the HSAC mandates, an Executive Steering Committee for the Homeland Security Regional Response System was formed. The goal of the Executive Steering Committee was to help obtain regional and local input on moving from 28 multi-discipline teams to a concept of having a network or system in each homeland security region that can bring together individual disciplines as need to respond to CBRNE/WMD incidents. The primary members of the Committee are generally comprised of the Homeland Security Response Team representatives who are already on the nine (9) Homeland Security Regional Oversight Committees (RHSOC), as well as representatives from each of the two Urban Area Security Initiative areas of Kansas City and St. Louis. In several instances, the Executive Steering Committee members are not the RHSOC representatives but have been elected by the consensus of the members of a working group in their region.

The Executive Steering Committee's mission is to provide operational and tactical guidance for the Homeland Security Regional Response System (HSRRS) program. Under the HSRRS, the funding for the program in each region is tied to a "threat matrix". This threat matrix is based on population, number of counties, and number of critical infrastructure and key assets as reflected in the Homeland Security Critical Infrastructure Data Base, in each region. The Governor's Homeland Security Advisory Council sets the overall funding level for this program, utilizing federal Homeland Security grant funding.

Primary and alternate representatives from each region who serve on the HSRRS Executive Steering Committee are responsible for setting up a working group within their regional to determine how that money will be spent to sustain a HSRRS program in their region. The money is administered through the State Administrative Agent, SEMA, to the individual jurisdictions through the regional working groups.

To participate in the HSRRS, a jurisdiction has to agree, in principle, that they are willing, under the existing mutual aid framework, to allow their participant disciplines such as a haz-mat team or SWAT team, to respond to CBRNE/WMD emergencies within their region, and possibly statewide, as their availability and the situation warrants. It is recognized that the state has no authority to order deployment of HSRRS participants, and any response is within the guidelines of the existing Missouri mutual aid system. Part of the grant money acceptance documentation, which each grantee must sign before they receive federal homeland security grant money, articulates this expectation.

Participation in the old HSRT program does not mandate continuing participation in this program, and the expectations or lack thereof for any individual jurisdiction under the old HSRT program does not automatically carry over into the HSRRS.

The HSRRS recognizes that individual jurisdictions in each region have basic response assets and capabilities such as haz-mat response teams, SWAT team, EMS, bomb squads, etc. The grant money provided through the HSRRS is not designed to sustain these basic core capabilities, nor establish new basic core capabilities in jurisdictions that do not already have them. The HS grant money from this program is meant to

sustain CBRNE/WMD related enhanced capabilities for the above-described response assets, such as the capability of a SWAT team to operate in a hazardous materials environment with level A or B or personal protection equipment (PPE), or a haz-mat team to operate at a higher "resource type" level than is expected of a basic haz-mat team. The working groups in each region are expected to collectively agree on funding priorities, the number of different disciplines involved in the program in each region, and other related matters for their regions.

ANNEX O
Catastrophic Event
(Earthquake)

I. PURPOSE

The purpose of this annex is to provide operational concepts unique to catastrophic event planning and response and assign responsibilities to Joplin-Jasper County to meet needs of local jurisdictions following a catastrophic event. It serves as a supplement to the Joplin-Jasper County Emergency Operations Plan (EOP) and is intended to expand the response and recovery organization for a catastrophic event and most likely an earthquake. Many of the operational concepts could be easily adapted to a large scale man-made or natural hazard.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. A catastrophic incident, as defined by the NRP, is any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic incident could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic incidents are Incidents of National Significance. These factors drive the urgency for coordinated national planning to ensure accelerated Federal/national assistance.

2. A major earthquake centered in the New Madrid seismic zone is one of the most catastrophic natural hazards facing the State of Missouri. Based on current information, earthquake experts have identified 47 Missouri Counties and the City of St. Louis as those jurisdictions most likely to be impacted by a Richter magnitude 7.6 or greater earthquake on the Modified Mercalli Scale Additional information on Missouri's earthquake threat is provided in the Joplin-Jasper County Hazard Analysis and the State of Missouri Hazard Analysis.

3. The earthquake-planning scenario used to develop this annex is based on the Federal Emergency Management Agency (FEMA) Hazards United States (HAZUS) model-MH Earthquake Event Report, Southeast MO and

was used to develop the loss estimation (damage estimates). The primary purpose of HAZUS is to provide a methodology and software application to develop loss estimations. Although no loss estimation will prove completely accurate, it can provide potential damage patterns and conclusions which provide guidelines for emergency response planning.

B. Assumptions

1. Joplin-Jasper County has the primary responsibility to prepare for and respond to incidents and disasters. As such, Joplin-Jasper County must be prepared to manage initial emergency response and recovery activities for at least the first 96 hours through internal capabilities and/or mutual aid agreements, regardless of the size and scope of the incident. State and federal government will make every effort to provide additional life safety support as quickly as possible; however, state and federal resources may not be available in the early stages of an emergency.

2. Damage to transportation (roads, bridges, rail, air, etc.), communication (phone, cell, emergency 911, public warning sirens, etc.), utility distribution systems (electric, gas, and water, etc.), pipelines, chemical and fuel storage and other infrastructure systems will isolate communities creating virtual islands within the disaster areas. Damaged transportation routes may not be functional for many weeks or months. For at least 96 hours after an earthquake, Joplin-Jasper County must be prepared to meet their own emergency needs.

3. A number of people will self-evacuate the damaged area, if possible, while many others will stay for a variety of reasons including protecting property or caring for farm/companion animals. Evacuation, if necessary, shall be conducted in accordance with Annex J, Evacuation, of the Joplin-Jasper County EOP.

4. Shelters identified for use during other natural disasters may not be available in the impacted area. Temporary sheltering in campers and tents may be determined to be the safest option until buildings and residences are inspected. Prudent and safe actions must be taken into consideration when determining whether to remain in their residence or utilize temporary shelters. Sheltering may take place outside the impacted area.

5. The Governor may suspend some governmental operations in the affected tier and response tier of the state (as required) to direct maximum utilization of available resources in the initial response.

6. Joplin-Jasper County will use all available local resources and implement established mutual aid agreements as needed.

III. CONCEPT OF OPERATIONS

A. General

1. Response Concept:

    a) The State of Missouri's actions in the event of a catastrophic event is based on the concept of automatic response. At a 6.5 magnitude or greater earthquake all state departments/agencies will activate their plans and take appropriate actions for an earthquake response (i.e., assessment of bridges and roads, communication infrastructure, building damage).

    b) Joplin-Jasper County will activate their plans and take appropriate actions for a catastrophic event (earthquake) response to include assessment of bridges and roads, communication infrastructure, building damage, immediate assessment of injuries and medical system status. Initial injury and damage assessments will be forwarded to the State Emergency Operations Center.

2. Tiered Response: In order to implement a coordinated response, the state may be divided into three tiers: Affected Tier, Initial Response Tier, and Support Tier. These tiers were established to facilitate the planning process based on a New Madrid earthquake event but can be applied to any catastrophic event. Tier assignments may change depending upon the event. Refer to Appendix 2 for response tier map.

    a) The Affected Tier consists of jurisdictions that have been identified as the most likely to be impacted by a catastrophic event. For a New Madrid earthquake with a magnitude of 6.5 or greater, regions C and E have been identified as the affected tier.

    b) The Initial Response Tier consists of jurisdictions that have been identified as potential sources of immediate response assets into impacted areas. For a New Madrid earthquake with a magnitude 6.5 or greater, regions B, F, I and G have been identified as the initial response tier.

    c) The Support Tier consists of jurisdictions that have been identified as potential sources of support and replenishment of assets (i.e., sheltering, medical surge, and staging areas.) For a New Madrid earthquake with a magnitude 6.5 or greater, regions H, A and D have been identified as the support tier.

3. Direction and Control:

a) State Unified Command

1) The Missouri State Emergency Operations Center (SEOC) serves as the State's Unified Command.
2) This is the state level command where direction and control will be exercised for the statewide response.

b) State Area Command

l) Area commands will be established at state run facilities in regions C and E in order to facilitate the state's response and recovery efforts to unique region situations.
2) Once established these area commands will coordinate response in their respective regions between local emergency operation centers and the state unified command.
3) Incident Management Teams (IMT) will be deployed by the state to manage state area command operations. An IMT is an overhead management team to facilitate the ICS organization.
4) Additional area commands will be established as the situation warrants.

c) Local Emergency Operations Centers (Local Unified Command)

1) Local Unified Command is the NIMS terminology used for the Direction and Control function within the local emergency operations center.
2) Joplin-Jasper County must be prepared to manage initial emergency response and recovery activities for at least the first 96 hours through internal capabilities and/or mutual aid agreements.
3) Joplin-Jasper County will report initial damage assessments, casualty figures, and condition of critical infrastructure to the State Unified Command at the State Emergency Operations Center.
4) Joplin-Jasper County will coordinate with the State Unified Command/SEOC until otherwise directed.

d) Region D Multi-Agency Coordination Center (D-MACC)

1) Unified Command is the MIMS terminology used for the Direction and Control function within the D-MACC.
2) The D-MACC will activate and coordinate with the Region D

18 counties for emergency response and recovery activities in the first 96 hours or as long as needed.

3) The D-MACC will coordinate Region D's damage assessments, casualty figures, and condition of critical infrastructure to the State Unified Command at the SEOC.
4) The D-MACC will coordinate with the State Unified Command/SEOC until otherwise directed.

4. Damage Assessment

a) Damage assessment of Joplin-Jasper County will be conducted as outlined in Annex D, Damage Assessment, of the Joplin-Jasper County emergency operations plan.
b) Joplin-Jasper County will report damage assessment information to the State Emergency Operations Center as soon as possible. Information should be passed using any available means (web based, faxed, phone, radio, etc.).
c) One of the first priorities of damage assessment for Joplin-Jasper County) will be inspection of local roads and bridges. (Technical assistance may be available from MODOT).

5. Communications

a) The Missouri State Highway Patrol is the lead state agency for providing initial emergency communications to and from the affected areas.
b) Due to anticipated communications limitations, all communications should be limited to critical life safety messages.
c) Communications assets and locations have been identified and are listed in Annex A, Direction and Control, and B, Communications & Warning, of the (Enter jurisdiction name here) emergency operations plan.
d) A NIMS compliant communications plan is attached as shown in Appendix 7, Communications Plan, to this Annex.

6. Points of Distribution (PODs)

a) PODs are temporary locations at which commodities are distributed directly to disaster victims. These may be different locations than where the commodities arrive in the jurisdiction's Points of Arrival (POA).
b) It is the responsibility of Joplin-Jasper County to identify locations and to operate the PODs in their jurisdiction. POD locations are listed in Appendix 4, Points of Distribution, to this Annex.

7. Transportation

a) Joplin-Jasper County must identify available transportation resources for the movement of personnel and/or equipment.
b) Identify vehicles that can be used for transportation of access and functional needs population.
c) These resources are listed in Annex G, Resource and Supply, in the Joplin-Jasper County local emergency operations plan.
d) Local transportation routes are identified in Annex J, Evacuation.

8. Evacuation

a) An Evacuation Management Team (EMT) will be established as part of the State Unified Command. The EMT is responsible for coordinating all evacuations throughout the state.
b) Joplin-Jasper County will coordinate all of their evacuation operations through the Evacuation Management Team located at the SEOC.

9. Mass Care and Access and functional needs Population

a) Refer to Annex L, Reception and Care, of Joplin-Jasper County Emergency Operations Plan.
b) Note: This section of the local plan should address the specific needs of the local jurisdictions associated with mass care, shelters, access and functional needs population, and pets.

B. Phases of Emergency Management

Refer to the general responsibilities in Appendix 2, Attachment B of the (Enter jurisdiction name here) Basic Plan for agency-specific actions.

I. Mitigation (Prevention)

It is recognized that you cannot prevent a catastrophic event from happening; however, there are measures that can be taken to lessen their effect. Such measures could include:

a. Adopt seismic resistant design standards, some of which are currently being followed (i.e., bridges built since 1990).
b. Comply with floodplain management guidelines.
c. Adopt seismic non-structural design standards such as FEMA guides: "Avoiding Earthquake Damage: A Checklist for Homeowners"; "FEMA 74-Reducing the Risks of Non-Structural

Earthquake Damage: A Practical Guide"; "FEMA 232-Homebuilders' Guide to Earthquake-Resistant Design and Construction", etc.

2. Preparedness

The preparedness phase occurs prior to and in anticipation of a catastrophic event (earthquake). This phase focuses on promotion of increased public awareness of the potential emergency, preparation of necessary materials and equipment or response to the emergency, and training for emergency response personnel. Typical functions of the preparedness phase include conducting public information programs, maintaining emergency resources inventory lists and conducting exercise and training programs.

a. Provide training and information to mitigate the effects of a catastrophic event (earthquake).
b. Train and equip response personnel.
c. Identify local staging areas and fuel sources.
d. Identify transportation resources and facilities, to include injured and access and functional needs populations.
e. Identify large, adequately equipped shelter facilities and transportation resources.
f. Identify adequate locations that could serve as Points of Distribution (PODS).
g. Promote personal preparedness i.e., Community Emergency Response Team (CERT).

3. Response

The response phase occurs from the onset of a catastrophic event (earthquake) and lasts until lifeline systems are at least partially restored. During this phase, functions that are critical to saving lives, to protecting people, and meeting basic human needs are performed.

In the event of an earthquake with a 6.5 magnitude or greater all departments/agencies identified in this plan will activate their plans. For other catastrophic events this plan will be activated as determined by the senior elected official.

See Appendix 3 to this Annex for the actions for each Tier Level.

4. Recovery

The recovery phase usually overlaps the response phase. It begins a few days after the catastrophic event (earthquake) and can last for years. During the recovery phase, the federal government provides disaster relief upon Presidential Declaration. Functions during this phase include federal

relief under P.L. 93.288, as amended, for public and individual assistance, establishment of Disaster Recovery Centers, establishment of temporary housing facilities, and federal disaster loans and grants. Long-term recovery includes restoration of affected areas to their normal or to a substantially improved state.

a. Establish liaisons and hold at a minimum, annual meetings of state and local agencies, non-governmental organizations, and volunteer groups that would play significant roles in returning communities to livable conditions.
b. Focus should key on returning social services, schools, environmental issues and public utilities to normal as quickly as possible.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organization for a catastrophic event (earthquake) will be based on the (Enter jurisdiction name here) LEOP Basic Plan. All operations will be conducted under the National Incident Management System (NIMS). See Appendix 1 to this Annex.

B. Assignment of Responsibilities

The LEOP Basic Plan includes the Primary and Support Responsibilities Chart that shows agency assignments. Agencies and organizations with primary and/or support assignments are responsible for developing and maintaining SOGs, checklists, and other supporting documents that detail how to perform their assigned tasks.

1. In accordance with RSMo, Chapter 44, the chief elected official of the (Enter jurisdiction name here) is ultimately responsible for the coordination of response to a catastrophic event (earthquake).
2. Responsibilities include but are not limited to:

    a. Activate the EOC. (Once activated, the EOC is the coordinating point for all local response and recovery activities.)
    b. Serve as the collection point for damage assessment information.
    c. Coordinate the provision of services, equipment, and supplies to support expedient operations associated with an earthquake disaster; for the approval and acquisition of equipment and supplies not available through normal purchasing channels and ordering time frames following an earthquake.
    d. Identify sites for Points of Distribution (PODS).
    e. Identify sites for Emergency Rest Area Stops.

V. DIRECTION AND CONTROL

Direction and control will be consistent with guidance found in Annex A, Direction and Control and Section III-3 of this Annex.

VI. CONTINUITY OF GOVERNMENT

Continuity of government will be consistent with guidance found in (Enter jurisdiction name here) Local Emergency Operations Plan (LEOP).

VII. ADMINISTRATION AND LOGISTICS

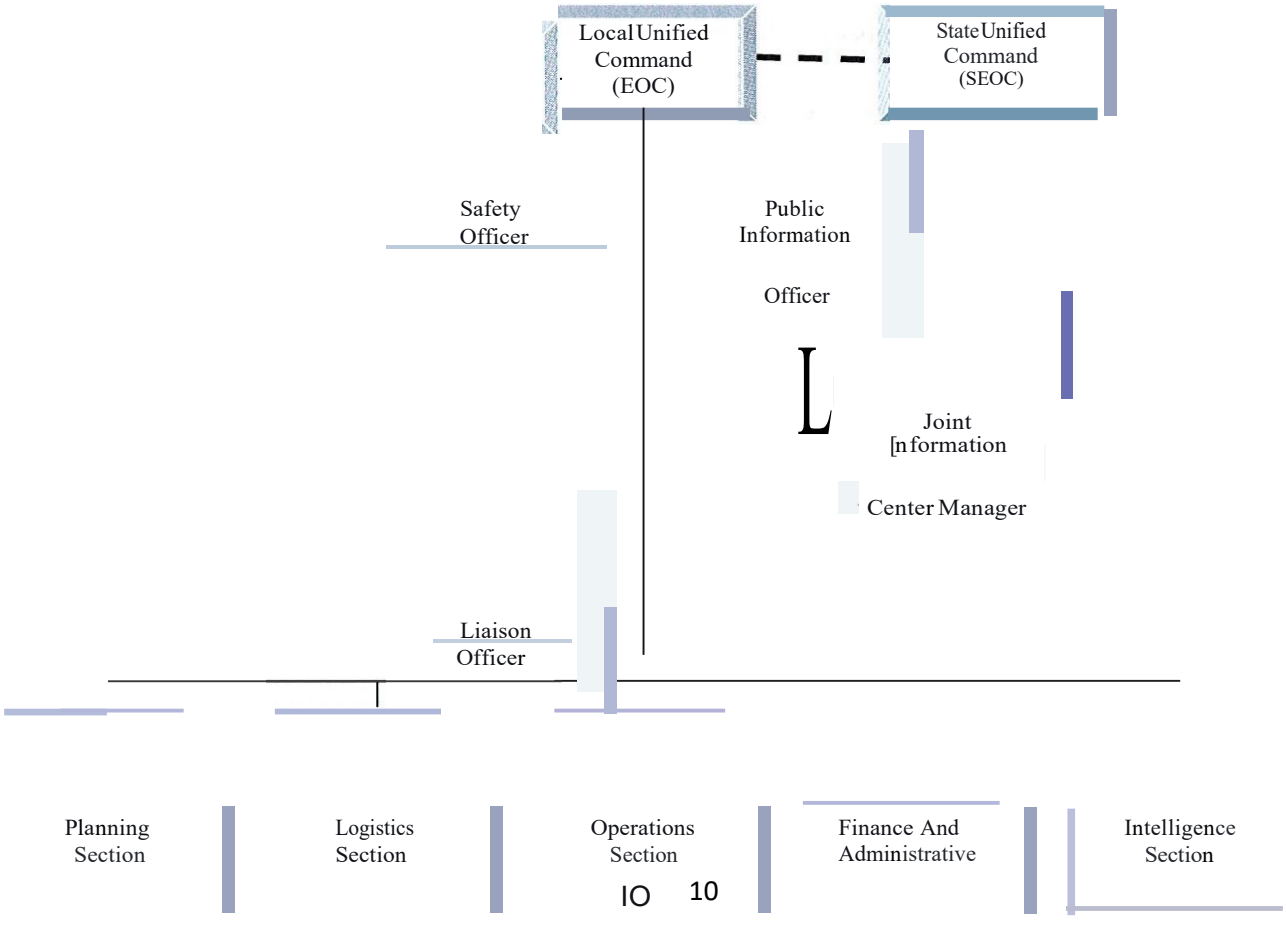
Administration and Logistics will be consistent with guidance found in (Enter jurisdiction name here) Local Emergency Operations Plan (LEOP).

APPENDICES

1. ICS Organization
2. Tier Response Map
3. Tier Response Actions
4. Points of Distribution (PODs)
5. Staging Areas
6. Command Structure -Organization Assignment List (Optional use)
7. Communications Plan (Optional use)
8. Resource Assessment
9. Local Resource Request Form
10. Emergency Rest Area Sites

Appendix 1 to Annex 0

ICS Organization



Appendix 2 to Annex O
Tier Response Map

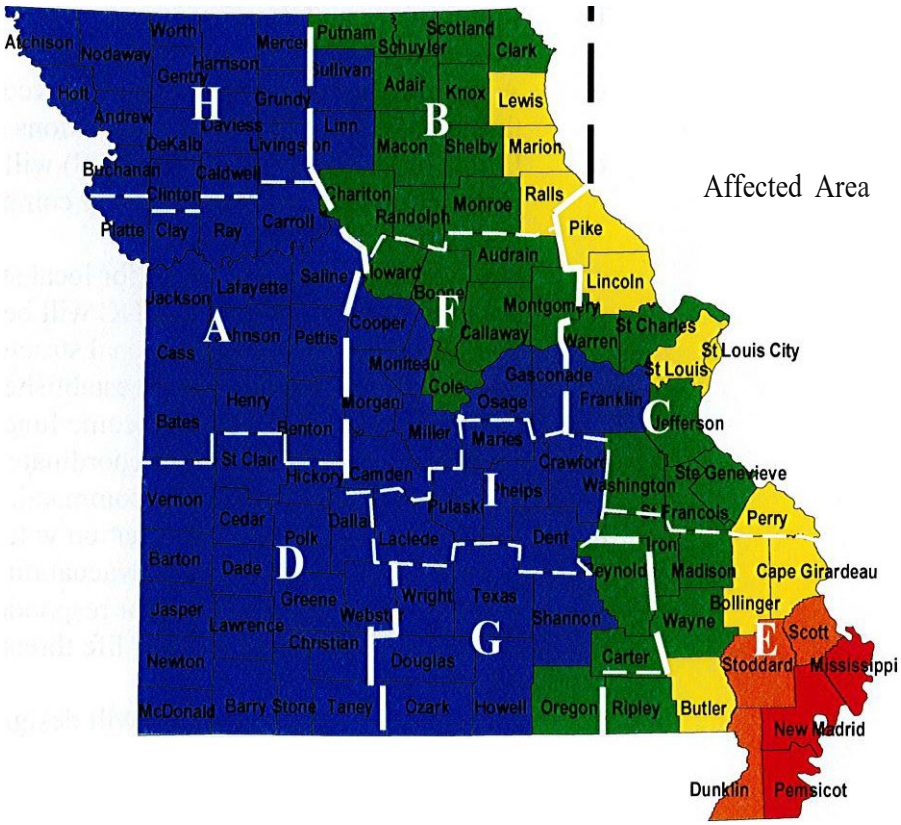
Response Tiers

Initial
Support Response

Affected Area

7.6 Intensity

- Zone VI
- Zone VII
- Zone VIII
- Zone IX
- Zone X



Initial
Support Response Affected Area

(H- A -D) (B -F -1-G) (C-E)

Appendix 3 to Annex 0

Tier Response Actions

Actions following a catastrophic event (earthquake) are as follows:

I. Affected Tier

a. Immediate assessment should be conducted to ascertain injuries and medical system status (i.e., functioning hospitals, clinics, ambulances)
b. Initial injury and damage assessments will be forwarded to the State Emergency Operations Center.
c. A coordinated response will be achieved by mobilizing resources through the local emergency operations center.
d. Points of Distribution Sites (PODS) will be identified by local jurisdictions for the distribution of commodities to the affected population.
e. See Appendix 5 to this annex for local staging area designations.
f. A Local Unified Command EOC will be established. See *Appendix 6* to this Annex for organizational structure.
g. State Area Commands will be established for Regions C and E. When the Area Commands become functional the local emergency operations organizations will coordinate response with their respective region's state area command.
h. Any locally coordinated evacuation will be conducted in coordination with the state's Evacuation Management Team.
i. The priority of movement is for responders into the affected area and movement of victims with life threatening conditions out of the affected area.
j. The Local Unified Command will designate a Local Net Control Station (LNCS) to coordinate radio traffic and frequency allocation. This will be coordinated with the Regional Net Control Station (RNCS), located at State Area Command. See Appendix 7 to this Annex for a sample communications plan form.

II. Initial Response Tier

a. Immediate assessment should be conducted to ascertain available resources that could be deployed to affected regions. This information should be forwarded to the SEOC using the form shown in Appendix 8 to this Annex.
b. Assessments should be done to determine medical surge capacity to support critical patient evacuation from the affected tier.

c. A coordinated response will be achieved by mobilizing resources through the state emergency operations center.

d. All activated response elements must report to assigned staging areas upon mobilization. All response to affected areas will be deployed from designated staging areas.

e. Discipline specific staging areas will be established for initial response tier resources. See Appendix 5 to this Annex.

f. Responders should report equipped for operation and be self-sufficient for up to 96 hours. Initial responders should be prepared for a deployment period of 14 to 28 days.

g. The concept of operations for a voluntary evacuation of the affected tier is to move the affected population through the initial response tier to the support tier of the state.

h. To facilitate evacuation, local jurisdictions will identify, establish, and support emergency rest area sites in coordination with the state's Evacuation Management Team. Emergency rest area sites will be designed to distribute information, emergency medical treatment, fuel, food and water to the evacuating population as they pass through to the support tier of the state. See Appendix 10 to this Annex.

i. Response from the Initial Response Tier will be coordinated through the State Unified Command.

J. State Area Coordination Centers (SACC) may be established.

k. The priority of movement is for responders into the affected tier and movement of victims with life threatening conditions out of the affected tier.

III. Support Tier

a. Immediate assessment should be conducted to ascertain resources that could be used to support mass care of the evacuated population from the affected tier. This information should be forwarded to the State Emergency Operations Center using the form shown in Appendix 8 of this Annex.

b. Assessments should be done to determine medical surge capacity to support critical patient evacuation from the affected tier.

c. Assessments should be conducted to prepare for mass care of the evacuated population and functional needs support services (FNSS) population.

d. Mass care and support of deployed resources are the primary function for the support tier.

e. Response enhancement and replenishment will be drawn from the support tier.

f. Support Tier jurisdictions will activate sites to support mass care of the evacuated population.

g. Any Response from the Support Tier to the Affected Tier will be

coordinated through the State Unified Command.

14

h. State Area Coordination Centers (SACCs) may be established.

1. The Region D Multi-Agency Coordination Center will be activated to coordinate the 18 counties in Region D for response and recovery efforts to support the affected area.

J. Any evacuation will be conducted in coordination with the state's Evacuation Management Team.

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ANNEX O

Catastrophic Event (Earthquake)

I. PURPOSE

The purpose of this annex is to provide operational concepts unique to catastrophic event planning and response and assign responsibilities to Joplin-Jasper County to meet needs of local jurisdictions following a catastrophic event. It serves as a supplement to the Joplin- Jasper County Emergency Operations Plan (EOP) and is intended to expand the response and recovery organization for a catastrophic event and most likely an earthquake. Many of the operational concepts could be easily adapted to a large scale man-made or natural hazard.

II. SITUATION AND ASSUMPTIONS

A. Situation

1. A catastrophic incident, as defined by the NRP, is any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic incident could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic incidents are Incidents of National Significance. These factors drive the urgency for coordinated national planning to ensure accelerated Federal/national assistance.

2. A major earthquake centered in the New Madrid seismic zone is one of the most catastrophic natural hazards facing the State of Missouri. Based on current information, earthquake experts have identified 47 Missouri Counties and the City of St. Louis as those jurisdictions most likely to be impacted by a Richter magnitude 7.6 or greater earthquake on the Modified Mercalli Scale Additional information on Missouri's earthquake threat is provided in the Joplin-Jasper County Hazard Analysis and the State of Missouri Hazard Analysis.

3. The earthquake-planning scenario used to develop this annex is based on the Federal Emergency Management Agency (FEMA) Hazards United States (HAZUS) model-MH Earthquake Event Report, Southeast MO and was used to develop the loss estimation (damage estimates). The primary purpose of HAZUS is to provide a methodology and software application to develop loss estimations.

Although no loss estimation will prove completely accurate, it can provide potential damage patterns and conclusions which provide guidelines for emergency response planning.

B. Assumptions

1. Joplin-Jasper County has the primary responsibility to prepare for and respond to incidents and disasters. As such, Joplin-Jasper County must be prepared to manage initial emergency response and recovery activities for at least the first 96 hours through internal capabilities and/or mutual aid agreements, regardless of the size and scope of the incident. State and federal government will make every effort to provide additional life safety support as quickly as possible; however, state and federal resources may not be available in the early stages of an emergency.

2. Damage to transportation (roads, bridges, rail, air, etc.), communication (phone, cell, emergency 911, public warning sirens, etc.), utility distribution systems (electric, gas, and water, etc.), pipelines, chemical and fuel storage and other infrastructure systems will isolate communities creating virtual islands within the disaster areas. Damaged transportation routes may not be functional for many weeks or months. For at least 96 hours after an earthquake, Joplin-Jasper County must be prepared to meet their own emergency needs.

3. A number of people will self-evacuate the damaged area, if possible, while many others will stay for a variety of reasons including protecting property or caring for farm/companion animals. Evacuation, if necessary, shall be conducted in accordance with Annex J, Evacuation, of the Joplin- Jasper County EOP.

4. Shelters identified for use during other natural disasters may not be available in the impacted area. Temporary sheltering in campers and tents may be determined to be the safest option until buildings and residences are inspected. Prudent and safe actions must be taken into consideration when determining whether to remain in their residence or utilize temporary shelters. Sheltering may take place outside the impacted area.

5. The Governor may suspend some governmental operations in the affected tier and response tier of the state (as required) to direct maximum utilization of available resources in the initial response.

6. Joplin-Jasper County will use all available local resources and implement established mutual aid agreements as needed.

III. CONCEPT OF OPERATIONS

A. General

1. Response Concept:

a. The State of Missouri's actions in the event of a catastrophic event is based on the concept of automatic response. At a 6.5 magnitude or

greater earthquake all state departments/agencies will activate their plans and take appropriate actions for an earthquake response (i.e., assessment of bridges and roads, communication infrastructure, building damage).

b. Joplin-Jasper County will activate their plans and take appropriate actions for a catastrophic event (earthquake) response to include assessment of bridges and roads, communication infrastructure, building damage, immediate assessment of injuries and medical system status. Initial injury and damage assessments will be forwarded to the State Emergency Operations Center.

2. Tiered Response

In order to implement a coordinated response, the state may be divided into three tiers: Affected Tier, Initial Response Tier, and Support Tier. These tiers were established to facilitate the planning process based on a New Madrid earthquake event but can be applied to any catastrophic event. Tier assignments may change depending upon the event. Refer to Appendix 2 for response tier map.

a. The Affected Tier consists of jurisdictions that have been identified as the most likely to be impacted by a catastrophic event. For a New Madrid earthquake with a magnitude of 6.5 or greater, regions C and E have been identified as the affected tier.

b. The Initial Response Tier consists of jurisdictions that have been identified as potential sources of immediate response assets into impacted areas. For a New Madrid earthquake with a magnitude 6.5 or greater, regions B, F, I and G have been identified as the initial response tier.

c. The Support Tier consists of jurisdictions that have been identified as potential sources of support and replenishment of assets (i.e., sheltering, medical surge, and staging areas.) For a New Madrid earthquake with a magnitude 6.5 or greater, regions H, A and D have been identified as the support tier.

3. Direction and Control:
   a. State Unified Command
      i. The Missouri State Emergency Operations Center (SEOC) serves as the State's Unified Command.
      ii. This is the state level command where direction and control will be exercised for the statewide response.

   b. State Area Command

i. Area commands will be established at state run facilities in regions C and E in order to facilitate the state's response and recovery efforts to unique region situations.

ii. Once established these area commands will coordinate response in their respective regions between local emergency operation centers and the state unified command.

iii. Incident Management Teams (IMT) will be deployed by the state to manage state area command operations. An IMT is an overhead management team to facilitate the ICS organization.

iv. Additional commands will be established as the situation warrants.

c. Local Area Operations Centers (Local Unified Command)

i. Local Unified Command is the NIMS terminology used for the Direction and Control function within the local emergency operations center.

ii. Joplin-Jasper County must be prepared to manage initial emergency response and recovery activities for at least the first 96 hours through internal capabilities and/or mutual aid agreements.

iii. Joplin-Jasper County will report initial damage assessments, casualty figures, and condition of critical infrastructure to the State Unified Command at the State Emergency Operations Center.

iv. Joplin-Jasper County will coordinate with the State Unified Command/SEOC until otherwise directed.

d. Region D Multi-Agency Coordination Center (D-MACC)

i. Unified Command is the NIMS terminology used for the Direction and Control function withing the D-MACC

ii. The D-MACC will activate and coordinate with the 18 Region D counties for emergency response and recovery activities in the first 96 hours, or as long as needed.

iii. The D-MACC will coordinate Region D's damage assessments, casualty figures, and conditions of critical infrastructure to the State Unified Command at the SEOC.

iv. The D-MACC will coordinate with the State Unified Command/SEOC until otherwise directed.

4. Damage Assessment
    a. Damage assessment of Joplin-Jasper County will be conducted as outlined in Annex D, Damage Assessment, of the Joplin-Jasper County emergency operations plan.

    b. Joplin-Jasper County will report damage assessment information to the State Emergency Operations Center as soon as possible. Information should be passed using any available means (web based, faxed, phone, radio, etc.).

    c. One of the first priorities of damage assessment for Joplin-Jasper County) will be inspection of local roads and bridges. (Technical assistance may be available from MODOT).

5. Communications
    a. The Missouri State Highway Patrol is the lead state agency for providing initial emergency communications to and from the affected areas.

    b. Due to anticipated communications limitations, all communications should be limited to critical life safety messages.

    c. Communications assets and locations have been identified and are listed in Annex A, Direction and Control, and B, Communications & Warning, of the (Enter jurisdiction name here) emergency operations plan.

    d. A NIMS compliant communications plan is attached as shown in Appendix 7, Communications Plan, to this Annex.

6. Points of Distribution (POD)
    a. PODs are temporary locations at which commodities are distributed directly to disaster victims. These may be different locations than where the commodities arrive in the jurisdiction's Points of Arrival (POA).
    b. It is the responsibility of Joplin-Jasper County to identify locations and to operate the PODs in their jurisdiction. POD locations are listed in Appendix 4, Points of Distribution, to this Annex.

7. Transportation
    a. Joplin-Jasper County must identify available transportation resources for the movement of personnel and/or equipment.

    b. Identify vehicles that can be used for transportation of access and functional needs population.

c. These resources are listed in Annex G, Resource and Supply, in the Joplin-Jasper County local emergency operations plan.

d. Local transportation routes are identified in Annex J, Evacuation.

8. Evacuation
   a. An Evacuation Management Team (EMT) will be established as part of the State Unified Command. The EMT is responsible for coordinating all evacuations throughout the state.

   b. Joplin-Jasper County will coordinate all of their evacuation operations through the Evacuation Management Team located at the SEOC.

9. Mass Care and Access and Functional Needs Populations
   a. Refer to Annex L, Reception and Care, of Joplin-Jasper County Emergency Operations Plan.

   b. Note: This section of the local plan should address the specific needs of the local jurisdictions associated with mass care, shelters, access and functional needs population, and pets.

B. Phases of Emergency Management
Refer to the General Responsibilities in Appendix 2, Attachment B of the ***(Enter Jurisdiction Name Here)*** Basic Plan for agency-specific actions.

1. Mitigation (Prevention)

   It is recognized that you cannot prevent a catastrophic event from happening; however, there are measures that can be taken to lessen their effect. Such measures could include:

   a. Adopt seismic resistance design standards, some of which are currently being followed (i.e., bridges built since 1990)

   b. Comply with floodplain management guidelines.

   c. Adopt seismic non-structural design standards such as FEMA guides: "Avoiding Earthquake Damage: A Checklist for Homeowners"; "FEMA 74- Reducing the Risks of Non-Structural Earthquake Damage: A Practical Guide"; "FEMA 232- Homebuilders' Guide to Earthquake Resistant Design and Construction"; etc.

2. Preparedness

The preparedness phase occurs prior to and in anticipation of a catastrophic event (earthquake). This phase focuses on promotion of increased public awareness of the potential emergency, preparation of necessary materials and equipment or response to the emergency, and training for emergency response personnel. Typical functions of the preparedness phase include conducting public information programs, maintaining emergency resources inventory lists and conducting exercise and training programs.

a. Provide training and information to mitigate the effects of a catastrophic event (earthquake).

b. Train and equip response personnel.

c. Identify local staging areas and fuel sources.

d. Identify transportation resources and facilities, to include injured and access and functional needs populations.

e. Identify large, adequately equipped shelter facilities and transportation resources.

f. Identify adequate locations that could serve as Points of Distribution (PODS).

g. Promote personal preparedness i.e., Community Emergency Response Team (CERT).

3. Response

The response phase occurs from the onset of a catastrophic event (earthquake) and lasts until lifeline systems are at least partially restored. During this phase, functions that are critical to saving lives, to protecting people, and meeting basic human needs are performed.

In the event of an earthquake with a 6.5 magnitude or greater all departments/agencies identified in this plan will activate their plans. For other catastrophic events this plan will be activated as determined by the senior elected official.

See Appendix 3 to this Annex for the actions for each Tier Level.

4. Recovery

The recovery phase usually overlaps the response phase. It begins a few days after the catastrophic event (earthquake) and can last for years.

During the recovery phase, the federal government provides disaster relief upon Presidential Declaration. Functions during this phase include federal relief under P.L. 93.288, as amended, for public and individual assistance, establishment of Disaster Recovery Centers, establishment of temporary housing facilities, and federal disaster loans and grants. Long-term recovery includes restoration of affected areas to their normal or to a substantially improved state.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

The organization for a catastrophic event (earthquake) will be based on the (Enter jurisdiction name here) LEOP Basic Plan. All operations will be conducted under the National Incident Management System (NIMS). See Appendix 1 to this Annex.

B. Assignment of Responsibilities

The LEOP Basic Plan includes the Primary and Support Responsibilities Chart that shows agency assignments. Agencies and organizations with primary and/or support assignments are responsible for developing and maintaining SOGs, checklists, and other supporting documents that detail how to perform their assigned tasks.

1. In accordance with RSMo, Chapter 44, the chief elected official of the (Enter jurisdiction name here) is ultimately responsible for the coordination of response to a catastrophic event (earthquake).

2. Responsibilities include, but are not limited to:
    a. Activate the EOC. (Once activated, the EOC is the coordinating point for all local response and recovery activities.)

    b. Serve as the collection point for damage assessment information.

    c. Coordinate the provision of services, equipment, and supplies to support expedient operations associated with an earthquake disaster; for the approval and acquisition of equipment and supplies not available through normal purchasing channels and ordering time frames following an earthquake.

    d. Identify sites for Points of Distribution (PODS).

    e. Identify sites for Emergency Rest Area Stops.

V. DIRECTION AND CONTROL

Direction and control will be consistent with guidance found in Annex

A, Direction and Control and Section III-3 of this Annex.

VI. CONTINUITY OF GOVERNMENT

Continuity of government will be consistent with guidance found in (Enter jurisdiction name here) Local Emergency Operations Plan (LEOP).

VII. ADMINISTRATION AND LOGISTICS

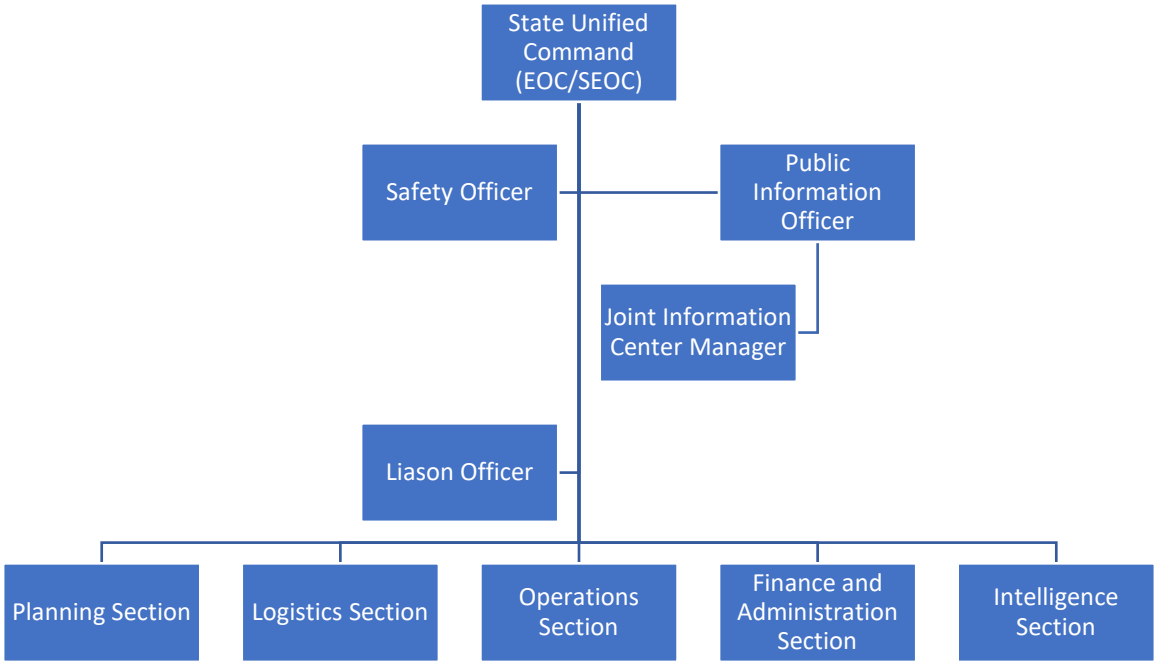
Administration and Logistics will be consistent with guidance found in (***Enter Jurisdiction Name Here***) Local Emergency Operations Plan (LEOP)

APPENDICES

1. ICS Organization
2. Tier Response Map
3. Tier Response Actions
4. Points of Distribution (POD)
5. Staging Areas
6. Command Structure- Organization Assignment List (Optional use)
7. Communications Plan (Optional use)
8. Resource Allocation
9. Local Resource Request Form
10. Emergency Rest Area Lists

Appendix 1 to Annex O

ICS Organization



Appendix 2 to Annex O

Tier Response Map

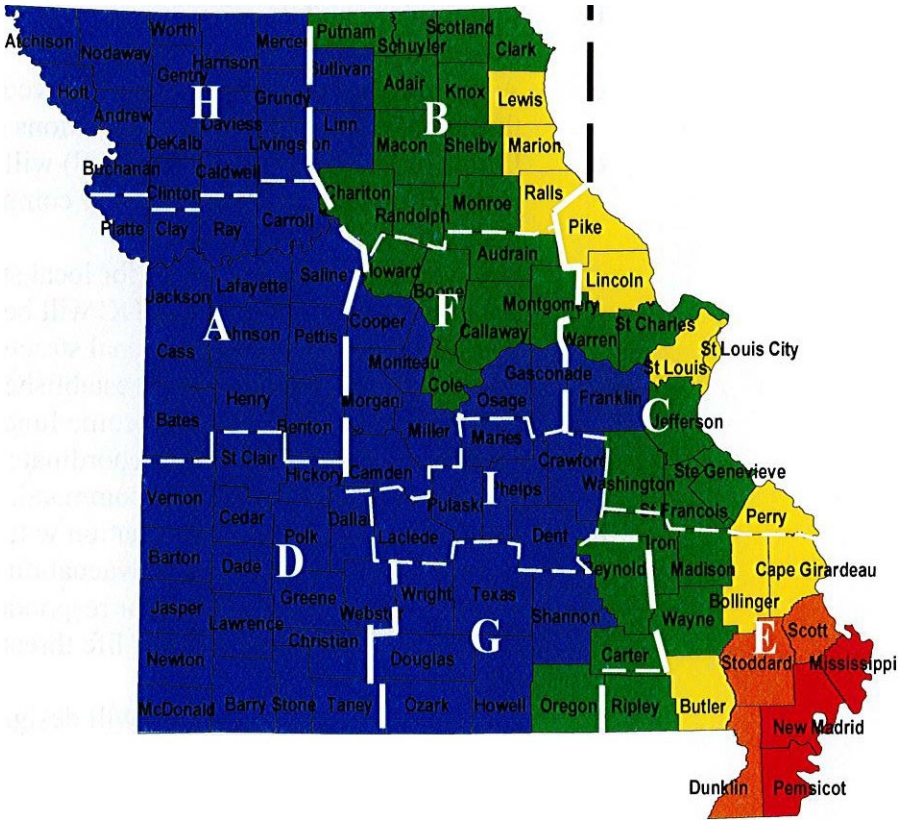
Zone VI

Zone VII

Zone VIII

Zone IX

Zone X



Support	Initial Response	Affected Area
H, A, and D	B, F, 1, and G	C and E

Appendix 3 to Annex 0

Tier Response Actions

I. Affected Tier

A. Immediate assessment should be conducted to ascertain injuries and medical system status (i.e., functioning hospitals, clinics, ambulances)

B. Initial injury and damage assessments will be forwarded to the State Emergency Operations Center.

C. A coordinated response will be achieved by mobilizing resources through the local emergency operations center.

D. Points of Distribution Sites (PODS) will be identified by local jurisdictions for the distribution of commodities to the affected population.

E. See Appendix 5 to this annex for local staging area designations.

F. A Local Unified Command EOC will be established. See *Appendix 6* to this Annex for organizational structure.

G. State Area Commands will be established for Regions C and E. When the Area Commands become functional the local emergency operations organizations will coordinate response with their respective region's state area command.

H. Any locally coordinated evacuation will be conducted in coordination with the state's Evacuation Management Team.

I. The priority of movement is for responders into the affected area and movement of victims with life threatening conditions out of the affected area.

J. The Local Unified Command will designate a Local Net Control Station (LNCS) to coordinate radio traffic and frequency allocation. This will be coordinated with the Regional Net Control Station (RNCS), located at State Area Command. See Appendix 7 to this Annex for a sample communications plan form.

II. Initial Response Tier

A. Immediate assessment should be conducted to ascertain available resources that could be deployed to affected regions. This information should be forwarded to the SEOC using the form shown in Appendix 8 to this Annex.

B. Assessments should be done to determine medical surge capacity to support critical patient evacuation from the affected tier.

C. A coordinated response will be achieved by mobilizing resources through the state emergency operations center.

D. All activated response elements must report to assigned staging areas upon mobilization. All response to affected areas will be deployed from designated staging areas.

E. Discipline specific staging areas will be established for initial response tier resources. See Appendix 5 to this Annex.

F. Responders should report equipped for operation and be self-- sufficient for up to 96 hours. Initial responders should be prepared for a deployment period of 14 to 28 days.

G. The concept of operations for a voluntary evacuation of the affected tier is to move the affected population through the initial response tier to the support tier of the state.

H. To facilitate evacuation, local jurisdictions will identify, establish, and support emergency rest area sites in coordination with the state's Evacuation Management Team. Emergency rest area sites will be designed to distribute information, emergency medical treatment, fuel, food and water to the evacuating population as they pass through to the support tier of the state. See Appendix 10 to this Annex.

I. Response from the Initial Response Tier will be coordinated through the State Unified Command.

J. State Area Coordination Centers (SACC) may be established.

K. The priority of movement is for responders into the affected tier and movement of victims with life threatening conditions out of the affected tier.

III. Support Tier

A. Immediate assessment should be conducted to ascertain resources that could be used to support mass care of the evacuated population from the affected tier. This information should be forwarded to the State Emergency Operations Center using the form shown in Appendix 8 of this Annex.

B. Assessments should be done to determine medical surge capacity to support

critical patient evacuation from the affected tier.

C. Assessments should be conducted to prepare for mass care of the evacuated population and functional needs support services (FNSS) population.

D. Mass care and support of deployed resources are the primary function for the support tier.

E. Response enhancement and replenishment will be drawn from the support tier.

F. Support Tier jurisdictions will activate sites to support mass care of the evacuated population.

G. Any Response from the Support Tier to the Affected Tier will be coordinated through the State Unified Command.

H. State Area Coordination Centers (SACCs) may be established.

I. The Region D Multi-Agency Coordination Center will be activated to coordinate the 18 counties in Region D for response and recovery efforts to support the affected area.

J. Any evacuation will be conducted in coordination with the state's Evacuation Management Team.

K.

JASPER COUNTY

ANIMAL DISASTER & AGRICULTURE RESPONSE PLAN

Agriculture Terrorism

(Agro-Terrorism)

Annex - P

I. INTRODUCTION

An outbreak of a Foreign Animal Disease (FAD) would devastate the U.S. livestock industry. Frequent and rapid movement of livestock throughout the country assures such an event would quickly impact not only Missouri, but also many states, and could dramatically impact the economic health and well-being of livestock, poultry and regulated agriculture industries.

Contamination of foodstuffs can occur at any point during the food production process, as well, from the importation of seeds to the unpacking of finished products at the supermarket.
Along the way, even relatively unprocessed food passes through warehouses and packaging/labeling facilities and is transported several times on vehicles that are not always secure.

Due to their complexity, infectious animal diseases add new dimensions to disaster management. Response functions will vary greatly depending upon the specific disease. There are many disease characteristics to consider such as:

i. stability of the disease agent,
ii. route of disease transmission,
iii. incubation time,
iv. potential species affected, and
v. zoonotic potential.

For example, consider routes of transmission and their influence on response actions. While some agents can be transmitted through aerosols, other agents may require close contact for spread. On the surface, the complexity and unique characteristics of disease agents appears to raise the difficulty of mounting an effective response, but if effective lines of communication are established in advance of a disease incident, major conflicts can be avoided during the response. In short, if responder's focus on whom they communicate with, and how information is received and sent, the specific details about a particular disease can be fed into existing pathways at the beginning of an incident.

The two extremes: "Crops that are grown over thousands of square miles" and "A modern animal farm with often several hundred thousand animals in one location…require that a terrorist use markedly different technique." Such diverse vulnerabilities pose a challenge to law enforcement, emergency management personnel, government regulators and producers aiming to prevent and/or respond to agro-terror attacks. Risk management is critical. By focusing on key vulnerabilities, industry and government leaders can significantly reduce the likelihood of an attack as well as the severity of damage if an attack does occur; smaller sites with fewer animals may be harder to secure, but the consequences of an attack must also be considered.

II. PURPOSE

The purpose of this document is to provide guidance for Jasper County and its various Emergency Response Agencies, to use during Foreign Animal Disease (FAD) or infectious animal disease outbreaks and other events affecting the health, safety, and welfare of humans and animals in disease situations. A coordinated local response is necessary to effectively deal with a crisis of this magnitude and minimize the consequences, in order to return the jurisdiction to a normal state of readiness as quickly as possible following the disaster or incident. This guidance will aid in response organization and resource management during an incident, so that disease-specific information can be inserted to tailor the response for a particular infectious animal disease.

A. **Authority:**

The Missouri Department of Agriculture (MDA) is the lead state agency when dealing with agricultural emergencies; the MDA - Animal Health Division is the lead agency when dealing with infectious animal diseases in the state. The Lead Agency in Jasper County will be the Jasper County Sheriff's Office who will in turn set up a *Unified Command* structure, based upon the National Incident Management System (NIMS) and will work in conjunction with all responding state and federal agencies to deal with this emergency. MDA has the authority to work with local officials and responders to make all necessary rules for suppression and prevention of infectious and contagious diseases among animals in the state, as stated in *Title XVII, Chapter-267 of the Missouri Revised Statutes, specifically, 267.560 – 267.660.* When responding to disease outbreaks, they may need other state agencies and county resources in order to effectively and efficiently contain and eradicate the disease. The **State of Missouri Emergency Operations Plan**, [**Annex-W**], addresses interagency cooperation and responsibilities at the state level. If local resources are overwhelmed, this plan will be activated. This guidance is intended to aid in the structure of county level involvement in infectious animal disease response.

III. SITUATION AND ASSUMPTIONS

A. Situation:

1. Domestic animals, livestock, poultry, and wildlife in Missouri, are resources important to the state. Missouri livestock and poultry industries exceed a value of $4 billion dollars. There are estimated to be 4.1 million head of cattle, 3.7 million head of swine, 99,000 sheep, 16.5 million turkeys, 85,000 horses, a very large egg and brooder business and numerous other domestic and wild animals within the state of Missouri. Missouri is the second ranking state in the nation with 1.99 million beef cattle. A livestock or poultry disease emergency affecting the agricultural community would pose grave economic consequences for the State's livestock and poultry producers and consumers. It may require extraordinary response measures, including animal quarantine and/or euthanasia.

2. Specifically, there are 57,000 cattle and 15,000 hogs in addition to numerous horses and sheep, in Jasper County alone. The county also produces a large number of turkeys, broilers and shell eggs. Including hay, crop production and food processing, agriculture contributes greatly to Japer County's economy. The cattle and hog numbers are the latest county numbers from the National Agriculture Statistics Service (NASS). NASS no longer supplies specific numbers for sheep, poultry or equine.

3. It is not unusual for agriculture in Missouri to be affected by drought, frost, hail or flooding. In the event of any natural or man-made disaster affecting farmers and livestock owners, the priority of emergency services will go to, (in this order):

   i. People
   ii. Livestock
   iii. Facilities and Crop Land

4. Missouri also raises approximately 283.5 million bushels of corn, 34.2 million bushels of wheat, 170 million bushels of soybeans, 1 million pounds of rice and several other grains that are key to the economic strength of the state.

5. Any large disaster or emergency may cause substantial suffering to the human and animal populations in the area. With the advent of larger animal production facilities, an ever-increasing pet population, and the increased vulnerability to intentional introduction of animal diseases, a coordinated local animal response plan is imperative.

6. The outbreak of *Foot-and Mouth Disease* in the United Kingdom in 2001 resulted in the slaughter of millions of livestock and dealt a devastating blow to their agriculture. The damage has been estimated in the billions of dollars. The industry has only recently started to recover from this disease.

7. Globally, recent outbreaks of diseases such as *Classical Swine Fever* and *Bovine Spongiform Encephalopathy (BSE)* forced the slaughter of millions of animals and reduced consumer confidence in food supplies throughout the world. Additionally, the spread of *Chronic Wasting Disease (CWD)* in farmed cervid and wildlife demonstrates the need to address foreign animal diseases on a coordinated and continual basis.

8. Not all animal disease introductions require emergency response functions. Many disease introductions are routinely handled by private practice veterinarians and/or veterinarians employed by the Missouri Department of Agriculture (MDA). If an animal disease is suspected, veterinarians must report *Foreign Animal Diseases* (FAD's) disease

information within 24 hours to MDA - Animal Health Division. Response measures are greatly influenced by the infectivity of the disease, disease transmission characteristics, and the actions necessary to control and contain disease. Response functions may be initiated in the event of an introduction of a highly infectious animal disease, FAD, emerging animal disease, or any other animal disease that meets one or more of the following criteria:

i. It is one of the **International Animal Health Code "List A"** *(Appendix-6)*diseases, as designated by the *Office International des Epizooties (OIE)* which includes the following diseases:

- Foot and Mouth Disease
- Swine Vesicular Disease
- Peste Des Petits Ruminants
- Lumpy Skin Disease
- Bluetongue
- African Horse Sickness
- Classical Swine Fever
- Newcastle Disease
- Vesicular Stomatitis
- Rinderpest
- Contagious Bovine Pleuropneumonia
- Rift Valley Fever
- Sheep Pox and Goat Pox
- African Swine Fever
- Highly Pathogenic Avian Influenza

See Appendix-6 for Animal to Human transmittal

i. It falls outside of the domain of the state's routine prevention and response activities and capabilities.

ii. It is highly contagious, and therefore creates a significant risk of rapid transmission across a large geographical area, including non-contiguous areas.

iii. It creates the potential to cause widespread personal hardship within the agricultural community and/or is detrimental to the state or national economy.

B. Assumptions:

The initiation and distribution of response functions would fall to the discretion of the Missouri Department of Agriculture - Animal Health Division and be carried out by the State Veterinarian, or official designee.

1. Local Jurisdictions have an All-Hazard Emergency Operations Plan in place, which provides the framework for the jurisdiction's response to emergencies and disasters. Local jurisdictions will take necessary initial steps to respond to any agriculture-related emergency, securing the scene until state response agencies arrive.

2. Disasters in the past decade have shown that damage to production agriculture can be not only an economic crisis to individuals and

communities, but especially in animal production agriculture, can prove to be an economic and public health challenge.

3. The extent of a National Incident Command Structure / (ICS) and relevant procedures will be determined to ensure an effective and safe response to the incident. Incident command is a method for all agencies or individuals who have jurisdictional responsibility, and in some cases functional responsibility, to contribute to determining overall objectives for the incident and selection of a strategy to achieve the objectives.

4. The identification of an FAD outbreak anywhere in Missouri would affect Jasper County. This could result in the creation and enforcement of movement control of people, livestock, agricultural products and other property.

5. It is likely that livestock producers will be the first to notice unusual behavior or symptoms in their animals.

6. Private veterinary practitioners will likely be the first responders to any FAD outbreak. A local veterinarian is required to immediately notify suspected FAD cases to the State Veterinarian, or Area Veterinarian in Charge (AVIC).

7. Foreign animal disease can be used as a weapon of mass destruction, causing enormous economic damage, but may also pose as a vehicle or reservoir for zoonotic disease that may threaten human life and the ability to feed the nation.

8. The potential exists in Missouri for FAD introduction as a mechanism of agro-terrorism.

9. Suspected or positive detection of an FAD in our jurisdiction will prompt State and/or Federal officials to employ additional precautions to prevent or mitigate the possibility of spreading the disease.

10. Numerous local, State and Federal agencies will play a role in eradicating the (FAD) disease outbreak.

11. Large numbers of domestic livestock and wildlife may need to be destroyed or controlled, to prevent the spread of a disease after it has been conformed in/around Jasper County.

12. Immediate quarantine areas may be required where suspected or confirmed cases may have originated, inside of which increased bio-security measures can be implemented. The establishment of "Special Zones" may require the development of cleaning and disinfecting

procedures and additional record keeping by producers and/or veterinarians.

13. Facilities and transport vehicles suspected of being contaminated will need to be cleaned and disinfected.

14. The Chief Elected Official (CEO) of Jasper County may issue an *Emergency Proclamation,* or *Disaster Declaration.*

15. The City of Joplin/Jasper County Emergency Operations Center (EOC) may be activated to manage the emergency. Because of the likelihood that this type of event will not be in just a single area, a Joint Information Center (JIC) will be set up and activated to handle press releases and all public information efforts.

16. Any disaster may (potentially) have adverse effects on the jurisdiction's animal population, or the public health and welfare of its citizens.

17. Animal shelters may need to be quickly established and staffed for extended periods of time throughout the disaster, and possibly, after the disaster.
[See Appendix – 10 for a list of pre-designated Animal Shelters and Sheltering Areas].

18. De-population of animals will be conducted in the most humane and expeditious manner, to stop the spread of the disease and limit the number of animals affected.

19. Carcass disposal sites will need to be rapidly identified and established. Potential Solutions, in preferred order by Missouri DNR, are as follows: *[See Appendix –11]*
   i. Rendering
   ii. Composting
   iii. Burning
   iv. Sanitary Landfill
   v. On-site Burial

20. People with "Companion Animals" frequently will choose **not** to evacuate, rather than leave animals (livestock or pets) behind.

21. Large scale evacuations of livestock are not considered feasible, <u>regardless</u> of the type of disaster.

22. State or Federal assistance to deal with an FAD may not be available for several hours or days following an event. <u>Local resources</u> must be

utilized before requesting outside assistance.

IV. CONCEPT OF OPERATIONS

A. General:

During an animal communicable disease outbreak or natural hazard emergency, initially, local response agencies will be the first line of defense, and state agencies will respond when advised or may respond on their own if the deem the situation warrants it. If the situation warrants, applicable federal agencies will be called in by the State Department of Agriculture - Animal Health Division. Technical advice and assistance through established statewide organizations and associations, is the Missouri Department of Agriculture's primary emergency responsibility.

B. Actions to be Taken (by Operating Time Frame):

Refer to the General Responsibilities (in the General Plan Section) of the Joplin/Jasper County Jasper Emergency Operations Plan. The following agency-specific responsibilities must be completed:

1. **MITIGATION**

   i. Any zoological or wildlife parks, marine animal aquariums, laboratory animal research facilities, animal shelters, the University of Missouri Extension, other university veterinary medical and animal science centers, livestock markets and large livestock operations (i.e., stockyards), will be encouraged to develop emergency procedures and evacuation plans for the animals in their care and custody. Any written plans should be provided to the Joplin/Jasper County Emergency Coordinator, for comment and review.

   ii. The Joplin/Jasper County Emergency Coordinator will determine the best methods to disseminate information to the media.

2. **PREPAREDNESS**

   i. Develop a close working relationship with the USDA representative in the local area, as well as the University of Missouri Extension.

   ii. **Joplin/Jasper County EOC-** Organize and establish command structure, chain-of-command (for field response as well as EOC response), and review all annexes of this plan as well as the Joplin/Jasper County EOP, to clarify FAD outbreak roles and

responsibilities.

iii. **Joplin/Jasper County EOC-** Ensure all local veterinary services, animal care facilities, humane society personnel and local animal care personnel are identified and incorporated into the EOP, as well as contact information being maintained.

iv. **Jasper County Health Department-** Maintains an accurate lists of all food processors in the area, as well as their emergency contact information, (and has access to all dairy processors in the area). [See Appendix – 12 for information].

v. **Joplin/Jasper County EOC-** Ensure that First Responders and officials that would likely be involved in the response to an FAD incident, are trained in the Incident Command System (ICS)//National Incident Management System (NIMS)

vi. **USDA-** Undertake surveillance for diseases at all meat and poultry processing plants. (Utilize Regional or State Animal Health Division personnel to accomplish this task).

vii. **MDA-** Monitor required testing (by Regional or State Animal Health Division personnel) of test-eligible breeding animals at all livestock markets.

viii. **MDA-** Monitor Disease Reports from Missouri veterinary practitioners.

ix. **MDA-** Monitor federal reports of animal disease outbreaks in other states.

x. **Joplin/Jasper County EOC-** Ensure veterinary services and animal care considerations are incorporated into the EOP's *Evacuation [Annex-J]* and *Sheltering [Annex-L].*

xi. **Joplin/Jasper County EOC-** Check the status of all communications systems to ensure complete and proper communications are available and operational when needed.

xii. **Joplin/ Jasper County EOC**- Develop Mutual Aid Agreements with other county and state agencies, professional associations, the private sector and volunteer organizations.

xiii. **Joplin/Jasper County EOC-** Coordinate with the local Humane Society in your area, to identify potential pet

shelters near approved Red Cross shelters. Also, work with local church groups, the Salvation Army and anyone else in your area, that does, or assists with sheltering.

3. **RESPONSE**

i. **MDA & USDA-** Execute ALERT & WARNING procedures. [Appendix-8].

ii. **Joplin/Jasper County EOC-** Respond to and take initial steps to contain the incident. Notify SEMA, the Missouri Department of Agriculture, the State Animal Health Division, the United States Department of Agriculture, of the incident in the Joplin/Jasper County area, (if they are unaware of the incident).

iii. **MDA & Joplin/Jasper County EOC-** Conduct information gathering and dissemination.

iv. **On Scene Commander-** Establish contact with the Joplin/Jasper County EOC, or any other Departmental Operations Center's (DOC's), that may be activated as part of this response effort.

v. **Joplin/Jasper County EOC-** Initiate call-out plans as outlined in Annex-A, (*Direction and Control Annex*) of the Joplin/Jasper County EOP.

vi. **On-Scene Commander-** On-Scene/Incident Commander makes recommendations to the County/City EOC, about:
   a. Priority of Actions
   b. Outside Assistance Needed

vii. **Joplin/Jasper County EOC & Jasper County Sheriff's Office-** Set up and start operating a Joint Information Center (JIC) in accordance with Annex-C of the Joplin/Jasper County EOP, to coordinate all public information efforts. Ensure proper local, state, federal and private industry representatives are on site and part of the JIC. Press releases, news conferences and briefings will be done jointly. Notify the Region-D Public Information Officer at the Springfield/Greene County Health Department, and apprise her of the situation.

viii. **Joplin/Jasper County EOC-** Request federal assistance through SEMA, if local resources are overwhelmed.

ix. **Joplin/Jasper County EOC-**Monitor and support the needs of county, state, federal and private industry Animal Disaster

Response Teams (ADRT's) that respond to the emergency.

x. **On-Scene Commander-** During an animal disease emergency, ensure all responding personnel have the proper safety equipment and clothing needed to handle the emergency and that it is worn at all times.

xi. **Joplin/Jasper County EOC & Jasper County Sheriff's Office-** Secure and have available, all supplies, equipment, additional personnel, and technical assistance needed, from support agencies, volunteer organizations and private sector resources, as needed.

xii. **Jasper County Sheriff's Office-** Manage and direct the evacuation and/or disposal of animals from the disaster area. Ensure proper technical experts are on- scene to prevent animal injury, and further disease dissemination.

xiii. **USDA/MDR/DNR-** Using available technology, record the location of all animal disposal sites, using Geographic Information System (GIS) technology. Place information files of the sites with all appropriate local, state, federal and private sector industries, as well as with the County Recorder(s) of Deeds.

xiv. **Joplin/Jasper County EOC & Jasper County Sheriff's Office-** Ensure proper shelter facilities are provided at the site(s) to house responders and protect them and their equipment from the elements (as needed).

xv. **Joplin/Jasper County EOC-** Ensure portable toilets (Porta-Potties) are procured, delivered and properly maintained in shelter areas and in field areas where first responders are working.

xvi. **Jasper County Sheriff's Office**- Ensure proper staging areas (and security) are provided to stage equipment brought in by responding agencies.

xvii. **All Agencies-** Report casualties, damages, and unmet needs.

xviii. **Joplin/Jasper County EOC & Jasper County Sheriff's Office-** Determine unmet needs and meet them as needed.

xix. **Joplin/Jasper County EOC-** Continue to augment all services at the scene, to affect in the rapid recovery from this incident.

xx. **Joplin/Jasper County EOC-** Maintain administrative and financial records of personnel, supplies and other expended resources; report this information to local, state (and federal authorities) when needed.

xxi. **USDA/State Veterinarian/Jasper County Health Department-** Establish quarantine zones and/or quarantine areas for the quarantine of animals throughout the emergency, as necessary. Maintain these areas until no longer needed. The State Veterinarian issues and controls Animal Quarantines. The State Health Department along with the local jurisdiction (City/County) Health Department, issues and controls Human Quarantines.

xxii. **USDA/DNR/MDA/Jasper County Health Department-** USDA will Act as On-Scene Safety Officer Ensure proper sanitation stations (hand washing) and/or hand sanitizer is made available and utilized at the scene. Ensure proper protective clothing and other safety/PPE is worn at all times.

xxiii. **Jasper County Health Department-** Be available to conduct an on-scene shot clinic for workers at the scene who may need some sort of a vaccination (if needed).

xxiv. **Jasper County Red Cross/Salvation Army**- Be ready to feed all workers at the scene as well as volunteers at the scene and other locations that are involved in this incident, as necessary.

2. RECOVERY

i. **All Agencies-** Continue all response efforts, as needed.

ii. **Joplin/Jasper County EOC/Joint Information Center (JIC)** Continue all Public Information activities, as required.

iii. Jasper County Sheriff's Office Ensure proper safety barriers are in place and maintained. Monitored (on a regular basis), sites used to dispose of animal carcasses. Work with appropriate local, regional and/or state agencies to monitor sites, surrounding areas and water supplies in the area.

iv. **Joplin/Jasper County EOC & Jasper County Health Dept.-** Ensure mental health workers are on-scene and at other areas that were activated, as well as at any shelter areas, to conduct mental health counseling for first responders, volunteers and victims.

v. **Joplin/Jasper County EOC-** Ensure proper State and/or Federal authorities are on scene to deal with financial assistance for victims, as needed.

vi. **USDA/State Veterinarian/Jasper County Health Department-** Evaluate the quarantine status (animals and/or humans) that was put in place during the FAD outbreak, to decide if it is still needed, or not.

vii. **All Agencies-** Submit preliminary expense reports on personnel, resources and supplies expended, to the proper state (and/or federal) agencies.

viii. **All Agencies**- Maintain all administrative and financial documentation from the event, for historical and legal purposes.

ix. **Joplin/Jasper County EOC**- Arrange for and augment veterinary medical services, to expedite rapid recovery, using local resources, as needed.

x. **All Agencies**- Conduct cleanup. Restore all equipment and supplies to a normal state of operational readiness.

xi. **Joplin/Jasper County EOC-** Establish a Long Term Recovery Committee to deal with all aspects of Recovery from an animal-related or agricultural event.

C. Communication/Resources:

1. Introduction of an agent capable of causing an infectious animal disease incident could occur either accidentally, or deliberately, (through an act of agro-terrorism). Detection of agents can occur through routine slaughter surveillance or inspection, trace back information from a disaster outside of Missouri, or on a farm during a foreign animal disease investigation.

2. A Foreign Animal Disease (FAD) investigation is initiated by a call to state veterinary officials from a producer or veterinarian reporting clinical signs of a foreign, emerging, or unusual animal disease on a farm. An FAD investigation can also be initiated by the report of a positive trace from any infected or suspect farm, to a farm in Missouri. The State Veterinarian or Area Veterinarian in Charge initiates the investigations, using specially trained personnel.

3. Upon identification of a highly suspect or confirmed case of an infectious animal disease, the State Veterinarian's office will notify the Joplin/Jasper

County Emergency Management Director either directly, or through State DHSS, SEMA, or the Missouri Center for Emergency Response and Terrorism (CERT). The Joplin/Jasper County Emergency Management Director will be briefed on the situation and will provide assistance, and/or activate their Emergency Operations Center (EOC), if applicable.

4. As a courtesy and in an effort to be prepared in the event that the FAD investigation is "positive" for an FAD, all Hospitals and Physicians in the area should be contacted in advance and advised of the situation and told to be prepared for an on slot of people that may have actually been exposed in some way, as well as those who think they may have been exposed, the "worried well."

i. If EOC activation is necessary, primary support agencies that should be present in the EOC and incorporated into the incident command structure include:
   a. City/County Elected Officials
   b. City/County EMS
   c. City/County Law Enforcement
   d. City/County Public Works
   e. City/County Engineers
   f. City/County Fire Department (as well as Hazmat)
   g. City/County Health Department
   h. City/County Division/Department of Human Services
   i. Volunteer Agencies

ii. Other agencies, that will serve a vital function in response, include:
   a. State (District or Regional) Veterinarians
   b. Rapid Response Veterinary Team(s)
   c. Local Missouri Department of Natural Resources (DNR)
   d. Missouri Department of Transportation (MoDOT)
   e. American Red Cross (ARC)
   f. Local COAD or State VOAD

Depending upon the magnitude of the outbreak, it may not be possible for all of these groups to be physically present in every county, but they should be relied upon as valuable resources. Again, depending upon the magnitude of the outbreak, City/County and/or Regional Emergency Operational Centers, may/may not need to be established.

i. Additional resources that should be pre-identified and available to assist with infectious animal disease disasters, include:

   a. Local Veterinarians,
   b. County (College and/or University) Agricultural Extension Staff, and

These personnel could be incorporated into the Emergency Public Information Plan (Annex -C), or could coordinate logistical resources and supplies (personnel and equipment/supplies). Also considered are existing resource sharing agreements (or Sheriff's Department and/or Fire Department Mutual Aid Agreements) in response planning and implementation.

D. Public Information:

Due to the complexity of infectious animal disease incidents and the concern for causing widespread panic, accurate and reliable public information is critical. Any information received at the Joplin/Jasper County EOC or the Jasper County (Carthage) EOC from the Missouri Department of Agriculture - Animal Health Division should be regarded as confidential and not for distribution to the general public, as well as any information passed through the Joint Information Center (if it is staffed at this point).

Confidentiality is particularly vital in the initial stages of an investigation, prior to confirmation. The local jurisdiction will retain the right to issue statements/information, in consultation with State and/or Federal agencies involved. If any word gets out before it is ready to be OFFICIALLY released, people thinking they have been infected or exposed, referred to as "worried well," will be flooding the hospitals in great numbers. [For example, in March 2002, news of livestock being tested for Foot and Mouth Disease in Kansas became public and caused the cattle futures to drop drastically. The test results were negative, but the damage had been done, this incident illustrates how imperative confidentiality is in a disease investigation]. The Missouri Department of Agriculture - Animal Health Division will have information compiled specifically for producers and the general public, and this information will be supplied to local jurisdictions.

This information should be incorporated into existing Emergency Public Information Plans (Annex - C) of the Joplin/Jasper County EOP. During all animal and/or agricultural-related emergencies, a Joint Information Center (JIC) will be activated to handle all press releases, press conferences and interviews. All agencies (City, County, State and Federal will be invited to be part of this JIC).

V. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization:

A. During an emergency, the Missouri Department of Agriculture (MDA) will operate under its normal organizational structure. Emergency activities will be conducted from the departmental headquarters building in Jefferson City, unless otherwise advised. Access for all local jurisdictions to MDA will be through SEMA Headquarters.

B. Each county in Missouri has a comprehensive All-Hazards Emergency Operations Plan, which provides the framework for the jurisdiction's operational response to natural and man-made disasters; this would include any response to suspect and/or actual FAD outbreaks. The State Veterinarian, in close coordination with the County Emergency Management Director (EMD), and the State Emergency Management Agency (SEMA), will direct all FAD responses in Missouri.

Joplin City/Jasper County EOC
303 E. 3rd Street
Joplin, Mo.

Jasper County (also has an additional EOC)
401 W. Chestnut
Carthage, Mo.

ii. The County EMC will coordinate with support agencies and organizations (such as local veterinary practitioners, humane society organizations, animal rescue groups, and private sector entities), to meet all emergency responsibilities.

iii. The County EMC, with the approval of the County Commission, may designate a willing individual to serve as the County Animal Emergency Coordinator (CAEC), if needed. Duties may include:

a. Assisting veterinarians and agriculture officials in making appropriate and timely FAD Reports.
b. Ensuring all communications from the State Veterinarian is received and passed on to the County Veterinarian(s) and other animal health professionals, in a timely manner.
c. Consulting with emergency response officials on animal issues during disaster or emergency operations.

C. Jasper County (and local governments in the impacted area) will utilize their available resources first in any emergency response effort. Additional State assistance may be requested through SEMA. Emergency management response strategies will be based depending on the location(s) of the animal population, and where the disease or disaster is located. More impacted areas have a higher priority for State and /or Federal resources.

Missouri Department of Agriculture - Animal Health Division
Normal Business Hours: (573) 751-3377
24-Hour Number / SEMA Duty Officer: (573) 751-2748
Missouri Department of Natural Resources
24-Hour Emergency Response Hotline: (573) 634-2436
24-Hour Number / SEMA Duty Officer: (573) 751- 2748

B. When a suspected case of an FAD is observed, it shall be reported immediately to the Mo. Department of Agriculture (Division of Animal Health), the USDA (Animal and Plant Health Inspection Service/Veterinary Service Office) and the Mo. Dept. of Natural Resources (DNR), 24-hour emergency response hotline. Local farmers and/or growers can contact their veterinarian for animal issues. This will trigger an FAD investigation by a Foreign Animal Disease Diagnostician (FADD). The State Veterinarian will determine the need for a quarantine order following consultation with the FADD and the USDA/APHIS/VS Area Veterinarian in Charge, based on the findings of the FADD. The FADD will work in close coordination with the State Veterinarian, the Joplin/Jasper County Emergency Manager, the Jasper County Animal Services Coordinator, and other local officials and organizations.

B. Responsibilities:

A. **<u>State Emergency Management Agency (SEMA)</u>**

i. The State Emergency Operations Plan (SEOP), or portions of it are implemented according to the emergency and disaster classification procedures outlined in Appendix-1 of the Joplin/Jasper County Basic Plan, and the SEOP. *<u>For confirmed cases, Emergency Classification-III will be declared…</u>*

ii. SEMA drafts the Governor's Executive Order for a Declaration of a State of Emergency when an animal disaster emergency is <u>confirmed</u>.

iii. SEMA coordinates the State response and acts on requests from local jurisdictions.

iv. SEMA coordinates Public Information.

v. SEMA activates the State Emergency Operations Center (SEOC) in accordance with Annex-A of the SEOP.

vi. SEMA will call out the Disaster Medical Assistance Team (DMAT) or the Disaster Mortuary Operational Response Team (DMORT) if

it is deemed necessary by forces on the ground in the disaster area.

vii. SEMA evaluates whether to request a Presidential Disaster Declaration.

B. **Missouri Department of Agriculture (MDA)**

i. Will be the point of contact for access to all state agencies and resources needed to mitigate the emergency.

ii. Ensure all required sampling and analysis is conducted and/or provide proper access to correct laboratory facility following USDA protocol, as required.

iii. Provide an MDA Liaison to the Joplin/Jasper County EOC if one is not already on scene.

iv. Assist in the alleviation of immediate agriculture problems, including disruption of product supply and distribution, as needed.

v. Supply technical advice and assistance in the inspection and disposal of damaged or contaminated foodstuffs and commodities, decontamination of household goods and alleviation of public health hazards, including actions associated with the food and vector transmitted disease outbreaks and vector control activities, as requested.

vi. **MDA/USDA/FDA/Jasper County Health Dept.-** Coordinate a joint effort to conduct inspections and assure the purity of food at the retail, wholesale and processor level, as needed. The USDA/MDA/FDA, will handle the *processor level*. The Jasper County Health Dept. will handle the *retail/wholesale level.*

vii. Coordinate, identify and maintain a site specific listing of food, grain, other consumable agricultural products and distributors in the South-Western Missouri, and the Four-Corners area.

viii. **Local Joint Information Center (JIC)/MDA-** In coordination with the Missouri Department of Health and Senior Services, issue public information notices, as required, pertaining to the use of agricultural products, livestock and land use, during and after a major disaster.

ix. Animal Carcass Disposal Assistance – (see Appendix – 9)

a. Work with and coordinate all animal carcass disposal sites through DNR.

b. Provide a list of equipment that could be used for carcass disposal.

c. Assist in burial and/or disposal of dead animals.

C. **Joplin/Jasper County Emergency Management Coordinator (EMC)**

i. If not already done, immediately determine which county and local agencies/departments/organizations, have responsibilities in an animal emergency for sheltering, feeding, and routine care, for stray or abandoned pets, livestock, or exotic animals (exotics). Maintain phone/contact information.

ii. Maintain current listings of emergency contacts and resources necessary for an FAD response, or other animal emergencies (see Appendix - 3).

A complete list of emergency contacts can be found in the *Supplemental Annexes* of the Joplin/Jasper County EOP. A list of resources can also be found in the *Supplemental Annexes* of the Joplin/Jasper County EOP.

iii. Act as a liaison to local veterinarians, regulatory veterinarians, humane organizations, farm service agencies, and other responders, on emergency planning and preparedness issues.

iv. Produce and maintain maps with the locations of large animal operations or other special animal facilities identified, to include:
a. Volume (numbers/types on animals)

b. Contact Information (names/phone numbers)

c. GIS Coordinates (to include natural resources information)

v. Coordinate with the Humane Society American Red Cross (ARC) to provide information to residents and transients, on animal care instructions and emergency procedures in the event of an evacuation or sheltering recommendation. Coordinate with local kennels and animal shelters, for temporary pet sheltering. **Animals are not allowed in any American Red Cross Shelter. The exception to this is seeing-eye dogs and assistance dogs for the**

handicapped.

vi. Oversee the activities of the Jasper Co. Animal Emergency Coordinator.

vii. Coordinate with State agricultural / environmental officials, to determine the best methods for disposing of dead animals.

viii. Joplin/Jasper County EMC // JIC Ensure accurate and credible information is relayed in a timely fashion, Address misunderstandings, questions, rumors and/or confusion about the emergency and its effects, as necessary. Utilize the EAS system, reverse 9-1-1, or route-alerting (by local law enforcement, fire services or volunteer agencies), as needed, working through the Jasper County Sheriff's Office.

D. District Veterinarians and Animal Disaster Response Teams (ADRT's)

i. The Missouri Department of Agriculture - Animal Health Division has eight (8) District Veterinarians, (see Appendix-3 and Appendix-4) for district representation and veterinarian contact information).

ii. The following applies to Southwestern Missouri:

a. DISTRICT 8: Barton, Vernon, Jasper, Newton, McDonald, Dade and Lawrence.

b. DISTRICT VETERINARIAN: Valerie Gaeke, DMV (417) 576-3643

District Veterinarians and an Animal Disaster Response Team (ADRT's), provided by the Midwest Animal Response Organization out of Shawnee, Kansas, are responsible for administering state and cooperative state-federal animal health programs, acting as a designated official of the state veterinarian when conducting investigations or initiating quarantines, or providing veterinary resources to the local level.

E. Technical Assistance Resource:

i. Due to the complexity of infectious animal diseases, response functions will vary greatly depending on the disease in question. Veterinary support will be vital during the "**Response Phase"** and needs to be integrated into the Incident Command System. The situation will dictate where the State [District] Veterinarian and ADRT's will be most valuable. In some instances, it may be on the

scene, and for others it may be in the EOC.

F. State Veterinarian Liaison and Coordination:

i. The State [District] Veterinarian and ADRT's play an important role in an incident; they represent a direct conduit to the State Veterinarians office and act as a designee. They should be looked to as a resource to provide information and vital feedback to the city/county command structure.

C. Law Enforcement

Law enforcement agencies will be called upon to establish and maintain perimeter control and security for various "Enforcement Zones" that may be developed. Because of the vast area that may be affected, additional resources could be utilized, such as Sheriff Reserves and (sworn) Mutual Aid law enforcement personnel from other counties. Community Emergency Response Team Members (CERT), Volunteers in Police Service (VIPS), or other volunteer agencies that may wish to help and can be utilized in a support capacity, as the Sheriff sees fit.

1. Site Security and Conflict Resolution

   i. In the event of a disaster, livestock producers may not cooperate with veterinary inspectors and the quarantine restrictions that may need to be imposed. Law Enforcement Agencies will be called upon to assure the safety of veterinarians and inspection personnel and resolve any conflicts that may arise during this process.

2. Enforcing Movement Restrictions and Establishing Perimeters

   i. Movement restrictions will likely need to be initiated, and law enforcement personnel may be asked to assist with identifying and stopping violators.

   ii. Law enforcement will be asked to set up perimeters in accordance with the Regional and/or State Veterinarians specifications. A minimum perimeter will be designated, unless otherwise specified by the on-scene Incident Commander.

   iii. After consultation with Missouri Department of Agriculture - Animal Health Division, a perimeter may be expanded if law enforcement officials determine it is necessary, in order to better control the perimeter, and surrounding area.

   iv. Law enforcement officials will be consulted prior to mandating the number of entrances/exits on a given perimeter.

Only the minimum number of entry/exit points will be established in the perimeter to allow for maximum security in the area of the disaster.

3. Investigation Assistance

   i. Should the incident be ruled a deliberate disease introduction, Law Enforcement officials will be asked to aid in the investigation. Law Enforcement personnel know how to preserve evidence and control access to a crime scene and their expertise will be needed. Additional state and/or federal agencies will likely be called in as well.

   ii. The USDA and the FBI will collect evidence and ensure it is properly packaged and sent to the correct laboratory for analysis.

   iii. Jasper County Sheriff's Department and the Missouri Department of Highway Patrol will secure and preserve the scene.

D. Public Works / Municipal and County Engineers / MoDOT / County Highway Department / State Department of Conservation/MDNR.)

   i. Coordinate Perimeter Development

      a. Assist with perimeter establishment through coordination of signage and barricades.

      b. Coordinate heavy equipment resources and Transport (as needed).

   ii. Provide Technical Assistance and Expertise

      a. Be available to provide drivers/operators for heavy equipment (if/when needed).

B. Fire

   i. Coordination and Operation of Decontamination Stations

      a. In an infectious animal disease disaster, assistance from the local Fire Department may be requested through the County Emergency Management Coordinator, to help with decontamination station coordination and vehicle, property, and personal decontamination (at the scene as well as in other areas close to the scene).

      b. The State Veterinarian's office will go through the State Emergency Management Agency (SEMA), to provide "disinfectant" (decontamination protocols) to the appropriate local authorities. If the SEMA EOC is not in operation, they will go straight to the local official in charge.

ii. Aiding in Possible Rescue Situations

a. In the event of a rescue situation, Fire Department Rescue Teams will be expected to fulfill their normal roles with decontamination occurring after their emergency role has been completed.

C. **Local Department of Transportation (MoDOT) and Department of Natural Resources (DNR) Personnel**

i. Coordinate MoDOT Resources

a. If any MoDOT resources are provided, track and coordinate their usage. Serve as a liaison to the Joplin/Jasper County EOC (as requested).

ii. Coordinate DNR Resources

a. If any DNR resources are provided, track and coordinate their usage. Serve as a liaison to the Joplin/Jasper County EOC (as requested).

b. Act as Liaisons to their State-level offices to determine the availability of State resources, necessary to respond to any/all incidents.

c. DNR and Mo. Department of Agriculture Coordinate animal carcass disposal and disposal resources:

d. Ensure animal carcasses are properly disposed of in a safe manner, following all applicable local, state and/or federal guidelines.

e. If any carcasses are buried on site, ensure proper security fencing is installed and proper identification and information is posted on all sides of fencing.

f. Ensure proper records of disposal are kept as well as being filed with appropriate federal, state, and local agencies.

iii. Perimeter rerouting & logistic support

a. Working with MoDOT, ensure all necessary routes in/around disaster are available, if needed.

D. **Department of Health**

i. Disease Characteristics:

a. If the disease can be transmitted to humans, the local Public Health Department will be involved in:

- Impact assessments on local citizens and
- Implementation of protective actions.

ii. Surveillance:

a. Health Alerts to Doctor's Offices and Hospitals
b. Public Information (through the JIC)
c. Investigations (of active diseases)
d. Prophylaxis (if necessary)
e. Food Inspections (as needed)

iii. Coordinate and Provide Mental Health Services:

American Red Cross / Salvation Army / Mo. Dept. of Mental Health

a. [Annex-M of the Joplin/Jasper County EOP] The local Public Health Department should have a plan in place and protocols, to ensure that mental health issues are addressed:

- Schedule and coordinate mental health services to livestock producers, families, responders, and others affected by the disease outbreak.
- Provide or arrange for various counseling services, as needed.

iv. Assist with Community Outreach and Education:

a. The local Public Health Department will work with the JIC to:

- Provide for the dissemination of information to the community regarding the human health risks associated with the particular disease.
- Provide timely information about health issues related to the emergency.
- Be prepared, if necessary, to set up community forums, public meetings, and/or joint public information briefings to disseminate information and/or answer questions for those affected by the emergency, or those who just need first-hand, reliable answers.

v. Missouri Department Heath and Senior Services Liaison:

a. The local Public Health Department will work in partnership with the Missouri DHSS Liaison (if there is one on scene) to request all DHSS supplies, services and assistance available for use by local Public Health Departments, as needed.

VI. ADMINISTRATION AND LOGISTICS

1. ADMINISTRATION

Basic administration and accountability procedures for any agricultural/animal-related emergency will be followed as required, by county government and state government regulations. Keep all logs, records of emergency actions and expenses. As with any disaster/incident response, ICS/IMS (Incident Management System) will be used to organize and coordinate response activities. Refer to the Joplin/Jasper County EOP (Basic Plan).

2. LOGISTICS

If supplies, materials, and equipment are required, records have to be maintained and monitored. Refer to the Joplin/Jasper County EOP (ANNEX-G). Maintain current contact information of food suppliers and distributors. Maintain current contact information on alternative food supply sources from outside the local area.

3. PUBLIC INFORMATION

The Jasper County Public Information Officer (PIO) will follow procedures established in the Joplin/Jasper County EOP (ANNEX-C), to:

A. Establish a Joint Information Center (JIC) to coordinate press releases, press briefings, and the release of information surrounding this emergency.

> It is anticipated that because of this type of emergency, numerous local, state and federal agencies will be on scene and one coordinated center for the handling of public information, not only streamlines the process, but also is invaluable, helping to keep the media in check, as well as allowing key County Officials and State and local Veterinary experts to meet in one place prior to the release of information to the public.

i. Provide public information and emergency risk communication to the public, on all aspects of the emergency.

ii. Coordinate all VIP visits from State and Federal agencies/organizations.

iii. Media interviews, walk-throughs & Photo Ops will not be allowed in the immediate area of the disaster site. The media will get their information from the JIC during scheduled press briefings. Security of the site, safety, and minimizing the amount of traffic in the area is the first priority.

iv. Monitor the media.

v. Keep chronological log of events throughout the emergency.

vi. Set up a Call Center and/or hotlines to answer questions and address rumors (Rumor Control).

vii. Provide appropriate messages to all agencies, as needed.

viii. If available: Post information on website.

ix. Ensure the media has suitable space to work and process their press releases and/or interviews.

x. Do not allow the media close to the scene if it is deemed unsafe or is considered a Crime Scene.

VII. DIRECTION AND CONTROL / CONTINUITY OF GOVERNMENT

1. ICS (IMS)

   All agricultural disaster operations will be coordinated through the Joplin/Jasper County EOC and will employ ICS/IMS. The (On-Scene) Incident Commander may be a joint effort, coordinated by the Jasper County Sheriff's Office and the District Veterinarian. Another Veterinarian should also be assigned to the Joplin/Jasper County EOC to act as a Liaison to the EOC Commander.

2. ON-SCENE SUPPORT

   The Joplin/Jasper County EOC is responsible for providing all logistical support to the On-Scene Incident Commander, in matters dealing with personnel, equipment, and other types of resources needed to deal with the incident.

3. JOPLIN/JASPER CO. EMERGENCY MANAGEMENT COORDINATOR (EMC)

   The Joplin/Jasper County EMD will advise and assist the EOC Commander, in the EOC, as well as coordinating press and media efforts, with the PIO. This is a vital area of responsibility and needs to be coordinated so there is 24-hour coverage and support.

4. JOINT OPERATIONS

   In the event that an incident is suspected or determined to be a *Terrorist Event*, a Joint Operations Center will need to be established, to coordinate local, state and federal response agencies. A separate Joint Information Center (away from EOC operations) will need to be established as well, to provide media interface.

APPENDICES:

Appendix 1	Emergency Response Checklist(s)
Appendix 2	Missouri FAD Policies and Procedures
Appendix 3	Emergency Contact List(s)
Appendix 4	Quarantine Procedures
Enclosure 1	Quarantine Zoning Map and Procedures
Appendix 5	Veterinary Districts in Missouri [Map]
Appendix 6	List "A" Animal/Zoonotic Diseases
Appendix 7	Local Resource/Equipment List
Appendix 8	State Infectious Animal Disease Planning Levels
Appendix 9	Environmental Concerns/Carcass Disposal
Appendix 10	Animal Shelters/Sheltering Areas in Joplin/Jasper County
Appendix 11	Animal Disposal Sites in Joplin/Jasper County (Including rendering companies)
Appendix 12	Food Processors/Facilities/Distribution Sites in the Joplin/Jasper County Area

APPENDIX – 1:

ANIMAL (AGRO-TERRORISM) EMERGENCY RESPONSE CHECKLIST

PREPAREDNESS PHASE

JOPLIN/JASPER COUNTY EMERGENCY MANAGEMENT COORDINATOR

_____ Develop and maintain a contact list of those agencies (as well as volunteers) willing to care for animals during an emergency.

_____ Develop and maintain a contact list of all Local, State and Federal Agencies that would be involved in responding to an FAD event.

_____ Assist with site-specific animal/agro-terrorism emergency planning (for Joplin/Jasper County) as well as other agencies and/or organizations that may need to play a part during an animal-related emergency.

_____ Identify buildings and/or sites that would be suitable for use as pet shelters or holding facilities.

_____ Make arrangements with owners/managers for permission to use pre-designated buildings/facilities as pet shelters/holding facilities.

_____ Work with and train veterinary medical and non-medical volunteers and agencies that will provide animal care during an emergency.

_____ Ensure animal owners are aware of the location of all pet shelters/holding facilities.

_____ Conduct periodic training (and at least one exercise annually), for Jasper County staff members and other interested personnel that would respond during an FAD event. Utilize ICS/NIMS procedures during all training and exercises.

RESPONSE PHASE

JOPLIN/JASPER COUNTY EMERGENCY MANAGEMENT COORDINATOR

_____ Track the activities of all available buildings/facilities and shelters/holding facilities that were previously identified; track before, during and after the disaster.

_____ Keep the public advised of the situation on a regular basis; when situations change, set-up and conduct news briefings, as needed (other than regularly scheduled ones).

_____ Assure the availability of storage facilities and staging areas for equipment, animal food and medical supplies brought in to be used during the disaster.

_____ Coordinate with the Jasper County Sheriff (and other local Sheriff agencies), as well as with various other State Law Enforcement agencies, for the establishment of *Quarantine Zones* and the enforcement of animal movement restrictions.

_____ Act as a Liaison and/or Advisor to local government(s) during these disaster response actions.

JASPER COUNTY HEALTH DEPARTMENT

_____ Support the disaster response (and Recovery) with all available resources (equipment and personnel), as needed.

_____ Assess disaster impact on humans and take appropriate actions and/or make appropriate recommendations.

_____ Monitor the health and well-being of all responders (paid and/or non-paid); take appropriate actions.

_____ Provide a Health Department Liaison to the Jasper County EOC.

JASPER COUNTY PUBLIC WORKS

_____ Support the disaster response (and Recovery) with all available resources (equipment and personnel), as needed.

_____ Assist with the disposal of dead/dying animals, as requested by on-scene commander.

_____ Ensure personnel working in the field around dead/dying animals have been provided with proper safety clothing and other equipment and that they are trained and familiar with this equipment.

_____ Provide a Public Works Liaison to the Jasper County EOC, if requested.

JASPER COUNTY SHERIFF'S OFFICE

_____ Conduct (or assist in conducting) the on-scene investigation.

_____ Support the disaster response (and Recovery) with all available resources (equipment and personnel), as needed.

_____ Enforce animal movement restrictions, and control previously established quarantine zones. Take appropriate actions when violations are made.

_____ Ensure a proper system is in place for checking the identification of all responders and other officials in the area. Do not impede or restrict movement unless specifically advised to by the Incident Commander. Ensure personnel on scene are easily identifiable and correctly ID'd at all times.

_____ Ensure personnel working in the field around dead/dying animals are properly outfitted with safety clothing and other equipment, and that they are trained and familiar with this equipment.

_____ Provide a Sheriff Department Liaison to the Jasper County EOC.

JASPER COUNTY FIRE DEPARTMENT / FIRE DISTRICT

_____ Support the disaster response (and Recovery) with all available resources (equipment and personnel), as needed.

_____ Coordinate the decontamination of personnel who are working in the field around dead/dying animals.

_____ Coordinate the decontamination of equipment used in the field to move or dispose of dead/dying animals.

_____ Monitor and contain the runoff of water that was used to decontaminate exposed personnel and equipment, ensuring it does not flow into streams, wells and other water supplies in the area.

_____ Ensure personnel working in the field around dead/dying animals are properly outfitted with safety clothing and other equipment, and that they are trained and familiar with this equipment.

_____ Provide a Fire Department Liaison to the Jasper County EOC.

RECOVER PHASE

JOPLIN/JASPER COUNTY EMERGENCY MANAGEMENT COORDINATOR

_____ Coordinate with, and assist the Animal Coordinator, with the long-term care, placement, and/or disposal of animals which cannot be returned to their normal habitat, or to their normal owners.

_____ Act as the Liaison and/or Advisor to local government, during all recovery actions (short- term and long-term).

_____ Document all animal disaster related activities, and their costs.

_____ Restore equipment, personnel and supplies to their normal state of readiness.

_____ Resume day-to-day operations.

APPENDIX – 2:

MISSOURI FOREIGN ANIMAL DISEASE (FAD) POLICIES & PROCEDURES

To be developed…

The Missouri Department of Agriculture and District Veterinarians will develop and maintain Standard Operating Guidelines SOG's to deal with specific area FAD situations, based on the local area hazard analysis and risk assessments.
(Supporting SOG's may need to be developed by local jurisdictions to complement and support District and State SOG's)

APPENDIX – 3:

EMERGENCY CONTACT LISTS
(NAMES, PHONE & FAX NUMBERS)

AGENCY NAME PHONE#
FAX#

LOCAL VETERINARIANS:

Name	Phone	Fax
Academy Animal Hospital (Joplin)	417-781-8681	
Animal Clinic of the Four States	417-623-6433	
Animal Clinic (Diamond)	417-325-4136	
Animal Hospital (Neosho)	417-451-1556	
Banfield, The Pet Hospital (Joplin)	417-781-1599	
Central Pet Care (Carthage)	417-358-1300	
Carthage Animal Hospital (Carthage)	417-358-4914	
College View Animal Hospital (Joplin)	417-781-1563	
Paws Veterinary Clinic	417-626-2828	
Cornerstone Animal Hospital (Joplin)	417-623-3080	
Country Care Clinic (Oronogo)	417-642-5553	
Joplin Humane Society	417-623-3642	
Madison Animal Clinic (Webb City)	417-673-2455	
Smith Equine and Veterinary Services	417-825-8387	
Parkview Animal Hospital (Joplin)	417-781-0906	
Pet Clinic of Neosho (Neosho)	417-451-1200	
Kasie Nelson (Sarcoxie)	417-548-2363	
Dennis Wade (Carthage)	417-358-9225	

LARGE ANIMAL VETERINARIANS:

Gainsway Veterinary Clinic (Carthage)	417-358-2633
Paul Gautz (Sarcoxie)	417-548-2363
William Gentry, DVM (Diamond)	417-325-4137
Delinda Volskay, DVM (Carthage)	417-437-6154

MO. DEPARTMENT of AGRICULTURE / DISTRICT VETERINARIAN:

Valerie Gaeke, DVM	417-576-3643

SALVATION ARMY:

Joplin Chapter	417-624-4528
Carthage Chapter	417-358-2262

STATE EMERGENCY MANAGEMENT AGENCY (SEMA):

SEMA Duty Officer	573-751-2748
Chris Gaut (Region D Coordinator)	573-821-4683

STATE DEPARTMENT OF MENTAL HEALTH:

City of Joplin	417-629-3020	
Southwest Missouri (Burrell)	800-494-7355	
Jefferson City	800-364-9687	

FEDERAL BUREAU OF INVESTIGATION:

1. Joplin Field Office 417-624-6545
   If No Answer……..1-816-512- 8200

FEDERAL BUREAU OF INVESTIGATION (MAIN OFFICE):

1. Kansas City Office 1-816-512-8200

JOPLIN REGIONAL STOCKYARD:

Mark Harmon	Work Ph:	417-548-2333
	Home Ph:	417-466-7082
	Cell Ph:	417-461-2131

JOPLIN/JASPER COUNTY HUMANE SOCIETY:

Joplin	417-623-3642	417-623-4839
	417-623-4839	417-623-5343
Carthage		417-358-6402

MISSOURI HIGHWAY PATROL / TROOP-D HEAD QUARTERS:

1.	Emergency Number:	1-800-525-5555
2.	Service Center (Carthage)	417-359-1500
3.	Troop-D Head Quarters (Springfield)	417-895-6868

JASPER COUNTY SHERIFFS OFFICE:

1. Sheriff Randee Kaiser 417-358-8177

2.	Capt. Becky Stevens			417-358-8177
3.	Lieutenant Alvin Peavler			417-358-8177

"OTHER"/ SURROUNDING COUNTY SHERIFF OFFICES:

1. Newton County Sheriff's Office
   Newton County 9-1-1 (Central Dispatch) 417-451-8331
   (Fax) 417-451-8275
   Emergency Management Director (Charla Geller) 417-451-4357

2. McDonald County Sheriffs Office
   Emergency Management Director (Gregg Sweeten) 417-223-7575

3. Barton County Sheriffs Office
   Emergency Management Director (Tom Ryan) 417-682-3529

4. Vernon County Sheriffs Office
   Emergency Management Director (Derik White) 417448-9292

5. Dade County Sheriffs Office
   Emergency Management Director (Darren Gallup) 417-438-8724

JASPER COUNTY FIRE DEPARTMENT / HAZMAT TEAM:

1.	Joplin Fire Department	911 or 417-623-0403

2.	Carthage Fire Department	911 or 417-237-7100

JASPER COUNTY HEALTH DEPARTMENT:

1. City of Carthage 417-358-3111

(Fax) 417-358-0494
Debbie Darby, Administrator

JOPLIN (CITY) HEALTH DEPARTMENT:

1. Joplin 417-623-6122

Ryan Talken, Director

"OTHER" / SURROUNDING COUNTY HEALTH DEPARTMENTS:

1.	Barton County Health Dept.	417-682-3363
2.	Vernon County Health Dept.	417-667-7418
3.	Dade County Health Dept.	417-637-2345
4.	McDonald County Health Dept.	417-223-4351
5.	Newton County Health Dept.	417-451-3743

JASPER COUNTY ANIMAL CONTROL:

1.	Webb City	417-673-1911
2.	Carthage (Jasper County Sheriff)	417-358-8177/624-1601
3.	Carthage Police Dept.	417-237-7200
4.	Carl Junction	417-649-7010/649-7070

JOPLIN (CITY) ANIMAL CONTROL:

1. Joplin Health Department 417-623-6122
623-6123/3131

AMERICAN RED CROSS OFFICE:

1. South-Western Missouri (Joplin/Barton Co. Chapter) 417-624-4411

MISSOURI DEPARTMENT OF TRANSPORTATION / MO-DOT:

1.	State Highway Department Office (Granby)	417-472-3505

2.	State Highway Department Office (Seneca)	417-776-2664

MISSOURI DEPARTMENT OF NATURAL RESOURCES:

1. 24-Hour Hot Line Number 573-634-2436

U.S. DEPARTMENT OF AGRICULTURE:

1. Farm Services Agency (Carthage) 417-358-8198

"	"	"	(Lamar)	417-682-3571
"	"	"	(Neosho)	417-451-1007 X2

Ed Gladden 573-526-2090 / 751-3377
(Fax) 573-751-6919

2.	USDA Offices (Jasper County)		417-358-8198
	USDA Farm Services Agency	Kelly Beason	417-358-8198

3. USDA – APHIS-VS John Wilcox 573-636-3116

"	"	Steven Finch		515-323-2175
			(Fax)	515-669-4172
"	"	Robert Fischer		573-636-3116
			(C/Ph)	573-338-0151

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES / CERT:

1.	CERT: 24-hour number		1-800-392-0272
		(Fax)	573-522-8636
2.	Nancy Bush, CERT Manager		573-526-4768
		(Fax)	573-522-8636
3.	Maria Del Rosario, MD (Medical Epidemiologist)		417-895-6900
		(Fax)	417-895-6975

MISSOURI DEPARTMENT OF CONSERVATION - (REGIONAL):

1.	John Thomas (Joplin)	
	Joplin Office	417-629-3423
	Neosho Office	417-451-4158

U.S. DEPARTMENT OF THE INTERIOR (NEWTON COUNTY OFFICE):

1. Neosho Office 417-451-0554

417-451-3590

EPA REGIONAL OFFICE (REGION –7):

1. Kansas City, Kansas (913) 551-7003/7169
Toll Free: (800) 223-0425

UNIVERSITY OF MISSOURI – EXTENSION:

		Jasper County	417-358-2158
		Newton County	417-455-9500

MISSOURI SOUTHERN STATE UNIVERSITY (MSSU):

1.	Crime Lab	Joplin Campus	417-625-9382
2.	(State) Crime Lab	Jefferson City	573-526-6134

HOSPITALS IN THE JOPLIN/JASPER COUNTY AREA:

1.	Mercy Hospital	Joplin	417-781-2727
2.	Freeman Hospital	Joplin (East)	417-347-1111
4.	Freeman Hospital	Joplin (West)	417-347-1111
3.	Mercy Hospital	Carthage	417-358-8121

APPENDIX – 4

QUARANTINE PROCEDURES

Quarantine:

For effective response, everyone involved must use the same terms and vocabulary. Responders should use the following terminology. Updates will be sent if the terminology changes.

Definitions:

1. Initial Isolation Zone (IIZ)

Premises where disease has been confirmed by scientifically and epidemiologically sound methods. Alternatively, a premise where disease has been confirmed by veterinary exam or by a positive trace after the first case of disease in Missouri. Certain movement restrictions on people, vehicles, animals and animal products will apply and may differ from other areas or zones.

2. Protection Action Zone (PAZ)

Premises that have been designated based on epidemiological investigation, to be depopulated by humane euthanasia because of the proximity to an infected premise. Certain movement restrictions on people, vehicles, animals and animal products will apply and may differ from other areas or zones.

3. Depopulation Zone (DZ)

Includes Infected Premises, Contiguous Premises, and Contact Exposed Premises. The area in which susceptible animal(s) would be humanely euthanized. Certain movement restrictions on people, vehicles, animals and animal products will apply and may differ from other areas or zones.

4. Contact Exposed Premises (CEP)

Premises that have been designated, after epidemiological investigation, for depopulation by humane euthanasia because:
Premises have received animals from Infected Premises or Contiguous Premises prior to infection.

Persons or equipment were determined to have posed a significant epidemiological risk for the transmission of an infectious animal disease to susceptible animals.

5. High Risk Zone (HRZ)

The zone around the depopulation zone signifies a high epidemiological risk to species susceptible to infectious animal disease. The distance will be at the discretion of the State

Veterinarian, based on the best available information and sound epidemiological principles. Certain movement restrictions on people, vehicles, animals and animal products will apply and may differ from other areas or zones.

6. Buffer Zone (BZ)

The zone that extends from the outer perimeter of the high-risk zone and will extend to the outer perimeter of the quarantine zone. The distance will be at the discretion of the State Veterinarian, based on the best available information and sound epidemiological principles. Certain movement restrictions on people, vehicles, animals and animal products will apply and may differ from other areas or zones.

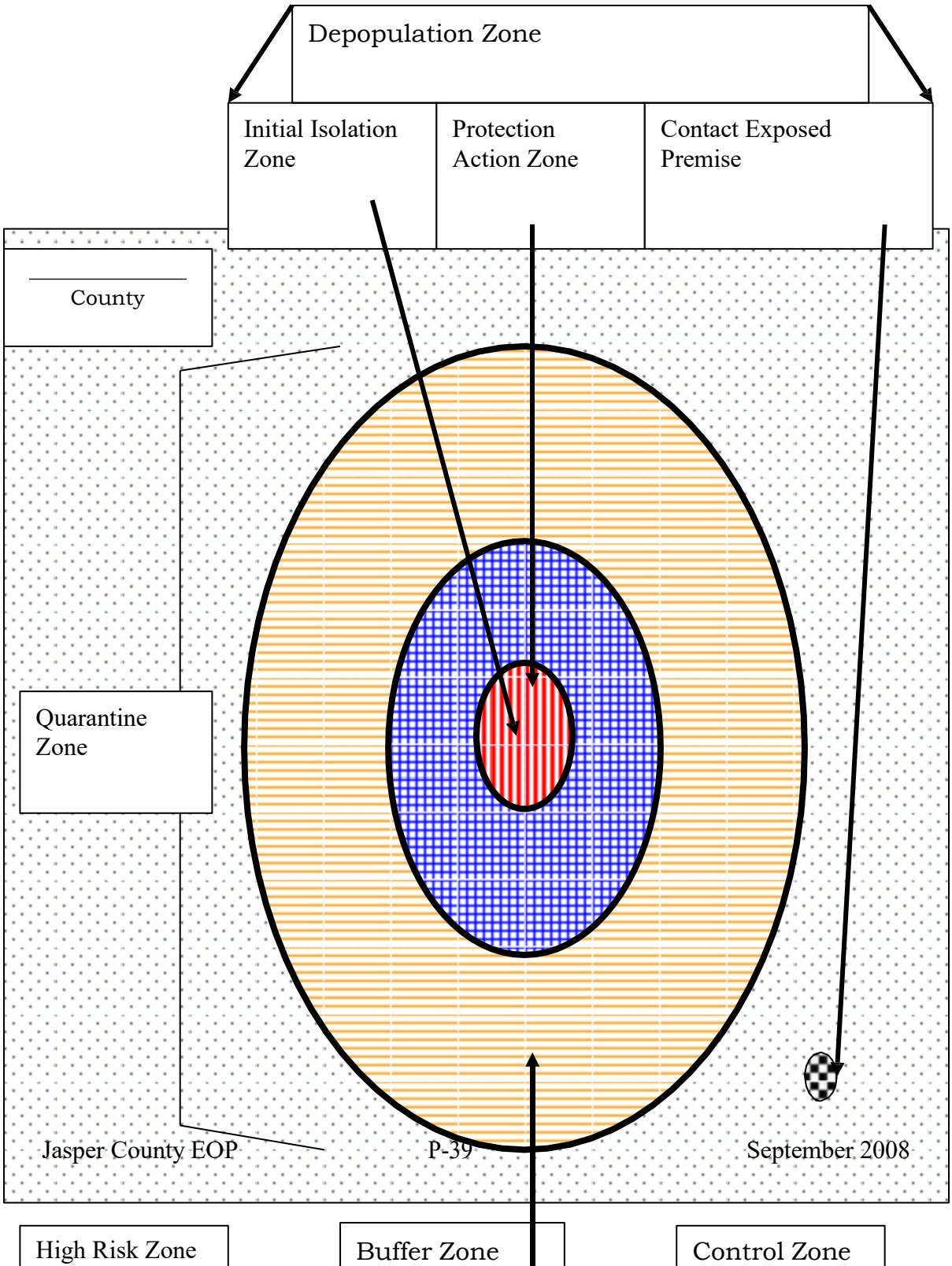
7. Quarantine Zone (QZ)

The zone made up of the Infected Premises to the outer perimeter of the Buffer Zone. Certain movement restrictions on people, vehicles, animals and animal products will apply and may differ from other areas or zones.

8. Control Zone (CZ)

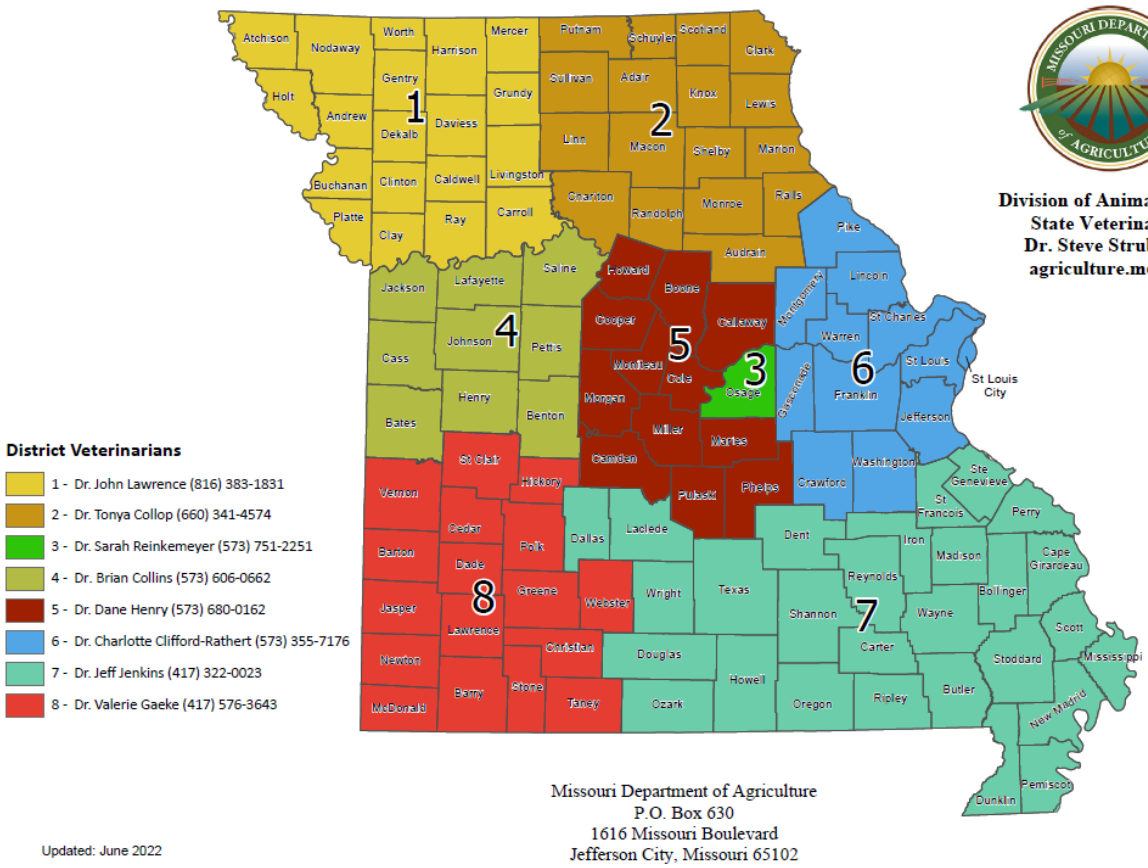
The zone outside of the quarantine zone. Certain movement restrictions on people, vehicles, animals and animal products will apply and may differ from other areas or zones.

Quarantine


Depopulation Zone
Initial Isolation Zone
Protection Action Zone
Contact Exposed Premise
County
Quarantine Zone
High Risk Zone
Buffer Zone
Control Zone

APPENDIX – 5

Veterinarian Districts of Missouri



District Veterinarians

- 1 - Dr. John Lawrence (816) 383-1831
- 2 - Dr. Tonya Collop (660) 341-4574
- 3 - Dr. Sarah Reinkemeyer (573) 751-2251
- 4 - Dr. Brian Collins (573) 606-0662
- 5 - Dr. Dane Henry (573) 680-0162
- 6 - Dr. Charlotte Clifford-Rathert (573) 355-7176
- 7 - Dr. Jeff Jenkins (417) 322-0023
- 8 - Dr. Valerie Gaeke (417) 576-3643

Updated: June 2022

Division of Animal Health
State Veterinarian
Dr. Steve Strubberg
agriculture.mo.gov

Missouri Department of Agriculture
P.O. Box 630
1616 Missouri Boulevard
Jefferson City, Missouri 65102

APPENDIX – 6:

ANIMAL HEALTH CODE: LIST "A" DISEASES

Disease or Agent	Humans affected	Species Affected	Incubation Period	Mode of Transmission	Prominent clinical signs in Livestock
African horse sickness virus	No	horses, donkeys, mules , camels	5-7 days	culicoides midges, mechanically by other insects	Variable forms; fever; severe dyspnea, spasmodic cough, serosanguinous nasal discharge; edema of sopraorbital fossa, head, neck, and chest; profuse sweating; hydrothorax, hydropericardium.
African swine fever virus	No	domestic and wild pigs	5-15 days	Direct contact with body fluids especially blood, fomites, ticks	High fever; recumbency; skin reddening, cyanotic blotching on ear, tail, legsenlarged friable spleen; hemorrhagic lymph nodes, swollen tonsils, petechiae; fibrinous pericarditis; death.
Akabane virus	No	Cattle, sheep, goats	1-6 days	unknown thought to be mosquitoes	Adults: asymptomatic; abortions, stillbirths, dystocia; Young: congenital abnormalities, (arthrogryposis, ankylosis, hydranencephaly); nystagmus, blindness; death.

Avian influenza virus (Highly pathogenic)	Yes	Chickens, turkeys wild birds waterfowl	3-7 days	aerosol, body fluids, fomites, migratory waterfowl	Depression; respiratory signs (coughing, sneezing, nasal discharge); ataxia; green watery diarrhea; swollen, cyanotic combs and wattles; edema of eyes and neck, hemorrhage of legs; decreased egg production; death.
Bluetongue virus	Rare	Sheep, goats, cattle, deer, elk, antelope	5-10 days	culicoides midges, ticks sheep keds, fomites	Erosions of ulcers of mucous membranes; cyanotic tongue; salivation; dyspnea; fever; petechiae; edema of head; lameness, hyperemic coronary bands; abortion, "dummy lambs".
Bovine spongiform encephalopathy	Yes	0	4-7 days	ingestion of contaminated cattle products (meat bone meal nervous tissue)	Neurological and behavioral changes, nose lickin, sneezing, teeth grinding, exaggerated menace and corneal reflex, ataxia, hypermetria, paresis; coma; death.
Classical swine fever	No	Pigs	2-14 days	ingestion (uncooked garbage) fomites aerosol, direct contact	Variable. Fever, dullness; ataxia; constipation followed by diarrhea; cyanosis of abdomen and ears; abortions, stillbirths, mumification, congenital malformations; death

Contagious bovine pleuropneumonia	No	cattle	20-123 days	close contact with respiratory droplets and other body fluids	Dyspnea, tachypnea, cough; fever; calves may have polyarthritis with or without pneumonia. Postmortem lesions: fibrinous, thickend, hyperemic "marbled" lung tissue; thickened interlobular septa.
Coccidioides immitis	Yes	cattle, horses, sheep, pigs, mammals	1-4 days	inhalation	Inapparent to benign; chronic rrespitory disease; focal lesions in lungs and thoracic lymphnodes
Foot and mouth disease	Rare	Cattle, sheep, goats, pigs	1-5 days	aerosol, direct contact, ingestion, fomites	Fever; vesicles and erosions in mouth, nares muzzle, and feet (coronary band, interdigital) or teats; depression, anorexia; salivation; nasal discharge; sloughing of hoof; abortion.
Heartwater	No	cattle, sheep, goats, wild ruminants	7-16 days	ticks	Fever; respitory distress, lacrimation neurologic signs (tongue protrusion, circling, high stepping gait) convulsions, death. Post mordom leions hydropericardium ascites, hydrothrax, petechiae
Japanese encephalitis virus	Yes	horses pigs	8-10 days	mosquitoes	Horse: fever lethargy; ataxia stupor; teeth grinding; blindness; coma, death. Pigs: SMEDI Stillbirth mummification embryonic death infertility

Lumpy skin disease	No	cattle	2-5 days	mosquitoes, flies, body fluids	Inapparent; fever; painful, deep, skin nodules (1-5 cm diameter) with inverted conical necrosis scabs and crusts; lymphadenopathy
Malignant catarrhal fever virus	No	cattle wild ruminates	9-77 days	aerosol, close contact	Sudden Death; depression; diarrhea; dysentery; DIC; dyspnea; bilateral corneal opacity; oculonasal discharge; hyperemic oral mucosa; ulcerated, scabbed skin
Menangle virus	Yes	pigs	unknown	respiratory secretion	Reproductive signs such as decreased litter size mummified or stillborn fetus, congenital deformities (arthrogryposis, degeneration of brain and spinal cord)
Newcastle disease	Yes	poultry, other avian species	2-15 days	Direct contact with feces and respiratory droplets, fomites	Respiratory signs (coughing, gasping); neurological signs (muscle tremors, circling, paralysis), green watery diarrhea, decreased egg production.
Peste des petits ruminants virus	No	goats, sheep	3-10 days	close contact with body fluids aerosol, fomites	Sudden Death; fever; restless; nasal discharge, respiratory distress; bronchopneumonia; necrotic stomaitis; diarrhea; death.
Rift valley fever	Yes	Sheep, goats, cattle	2-6 days	mosquitoes, flies, body fluids	Abortion storms; hepatic necrosis; high mortality in young

Rinderpest	No	cattle, sheep, goats, pigs	3-15 days	Direct contact or close contact with body fluids	High fever; tachypnea; tachycardia;oculonasal discharge; oral erosions and necrosis; watery to hemorrhagic diarrhea, abdominal pain; weakness, recumbence; sudden death.
Screwworm myiasis	Yes	mammals, birds	5-7 days	eggs laid in wounds	Variable diameter openings containing migrating larvae; death can occur from toxicity or secondary infections.
sheep pox and goat pox	No	goats, sheep	8-13 days	aerosal, direct contact, fomites mechanically by insects	Fever; macules and papules with edema and hemorrhage which became depressed, gray and necrotic and have hard, sharply demarcated scabs; conjunctivitis, rhintis; dyspnea; lymphadenopathy; death
swine vesicular disease	Yes	pigs	2-7 days	ingestion of contaminated meat direct contact nasal, oral, feces	Fever; vesicles, erosions in oral cavity, snout, mammary glands, coronary band and interdigital; congestion of mucous membranes; dyspnea; diarrhea, lameness, no abortion.
Vesicular stomatitis	Yes	horses, donkeys, mules, cattle, pigs	1-21 days	sand flies and black flies direct contact, fomites, aerosol	Fever, vesicles in oral cavity and coronary band, inter digital (for cloven hoof), salivation, lameness.

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APPENDIX – 7:

LOCAL RESOURCES LIST

Farm Supplies / Feed Supplies / Rental Equipment

Tractor Supply Co. #329
1315 North Range Line Joplin, MO 64801……
417-781-7111

Atwoods
1899 South Madison Webb City, MO…… 417-673-3100

Ag Service Center of SW MO
9721 County Road 80
Carthage, MO 64836……..417-358-7019

Maneval Inc.
321 West Ball
Jasper, MO……..417-394-2121

Riley Specialties
14744 County Road 270
Asbury, MO…….417-642-5600

H & H Farm Equipment
HH Hwy (4 mi. North of Carthage)
Carthage, MO……..417-673-1176

Race Brothers Farm & Home
2309 Fairlawn
Carthage, MO 64836……..417-358-3529

Ag Service Center of SW MO
9721 County Road 80
Carthage, MO 64836……417-358-7019

Midwest Agriculture Supply
Central & Grant
Carthage, MO 64836……417-358-1521

Rice's Feed Service
303 West Airport
Carthage, MO 64836…….417-358-6464

Metz Grain
310 West Mercer Street
Jasper, MO…….417-394-2022

Sarcoxie Feed & Farm Supply
648 State Highway 37
Sarcoxie, MO…….417-548-7142

Whitehead Farm Supply
3rd & Main
LaRussell, MO……...417-548-7351

Center Creek Feeds Inc.
6545 State Highway 171
Joplin, MO 64801……..417-781-8834

Danel's Feed & Farm Supply
1326 Joplin
Joplin, MO 64801……..417-623-7772

Littlefield Enterprises
7742 Newman Road
Joplin, MO…….417-623-2088

Jasper Farmers Exchange
308 W. Morrison Ave.
Jasper, MO 64755……..417-394-2156

Home Depot
3110 East 20th
Joplin, MO 64801……..417-206-7510
Lowe's
2600 Range Line Road
Joplin, MO 648091…….417-782-1940

Sutherlands
2805 Rangel Line Road
Joplin, MO 64801……..417-624-8000
Halls Fencing
703 Oak Hill Road
Carthage, MO 64836……..417-358-4455

TNT Fence Systems
1749 County Road 120
Carthage, MO 64836……..417-358-4993

Murrell Equipment Company
13743 Kafir Rd.
Carthage, MO 64836……..417-358-7839

Housh Implement
7692 State Hwy. 96
Carthage, MO 64836……..417-246-5700

E.A. Martin Machinery Co.
3534 E. 20th St.
Joplin, MO 64801……...417-624-3010

John Deer Farm & Lawn **Steve Currence**
7th & Prosperity Rd. 417-781-5556
Joplin, MO……..417-624-0768

Anderson Farm & Tractor
3030 Rangeline
Joplin, MO……..417-624-7283

Generators and other types of equipment that may be needed for an extended field operation, should be requested through the Joplin/Jasper County EOC (if activated), or the Jasper County EOC. Information about resources is in the Joplin/Jasper County Local Emergency Operations Plan "Supplemental Annex"

APPENDIX – 8

State Infectious Animal Disease Planning Levels

The purpose of this document is to establish a tentative list of standard "Triggers" or "Action Levels" for use by states, in response to a threatened or actual infectious animal disease outbreak. Under this proposal, **Level-I** is the most serious (highest priority), **Level-IV** is the least serious (lowest priority). At each action level, additional actions may be required or recommended if the disease outbreak is strongly suspected to be, or is confirmed to be, intentionally caused.
For the purpose of this document, an "infectious animal disease" refers to a highly contagious, less contagious, or vector-borne foreign, or emerging animal disease.

Level-IV	**An event that creates a potential to cause widespread personal hardship within the agriculture community, or is detrimental to the state or national economy.**

Triggered by a confirmed positive case from one of the National Veterinary Services Laboratories (NVSL) in Ames, Iowa or Plum Island, N.Y. for a case of an infectious animal disease in the U.S., Canada, or Mexico, with no preliminary or confirmed cases within Missouri.

- or -

Triggered by a preliminary positive case received from an NVSL lab for a state with confirmed trace-outs to Missouri and/or with high commerce in susceptible animals with Missouri and/or having a shared border with Missouri, with no preliminary or confirmed cases within Missouri.

Level-III	**A disease that is highly contagious or creates a significant risk of rapid transmission across a large geographical area.**

Triggered by a preliminary positive case received from an NVSL lab for a case in Missouri. This is the first case in Missouri. For subsequent cases in Missouri, a preliminary positive case may trigger a higher action level, at the discretion of the State Veterinarian.

Level-II	**A disease that falls outside the domain of the State's routine prevention activities.**

Triggered by a confirmed positive case from an NVSL lab for a case in Missouri. This is for the first case in Missouri. At the discretion of the State Veterinarian, this level of action may potentially be triggered by a preliminary positive result in Missouri, if other cases exist in Missouri, or are verified in another state with confirmed trace-outs to Missouri, and/or with high commerce in susceptible animals with Missouri, and/or having a shared border with Missouri.

Level-I	**An OIE List "A" Disease.**

Triggered by a confirmed positive case from an NVSL lab for a case in Missouri, accompanied by at least one or more additional preliminary or confirmed positive case(s) at a non-contiguous site (or sites) within Missouri. The number of additional non-contiguous infected sites needed to trigger this action level will vary depending on the disease. [For Example: for foot & mouth disease, one additional site would generally be sufficient].

APPENDIX – 9

ENVIRONMENTAL CONCERNS

I. SITUATION

Animals may escape or be killed during and/or after disasters. There is the potential for decaying carcasses that may possibly impact the environment. Carcasses create biologic waste and can attract flies and rodents, which can then spread disease. There is also the potential for groundwater contamination and bad odors. Animals that have escaped, may wander onto land where they may contaminate water supplies, cause manure build-up, overgraze sensitive ecosystems and cause damage to crops. Jasper County has numerous farm animals throughout the county as well as in close proximity to the City of Joplin. These animals could be killed during disasters or wander onto city, private or business property, causing any number of problems. The disposal of dead animals is regulated as a solid waste by the Missouri Department of Natural Resources (DNR), and by the Missouri Department of Agriculture, Division of Animal Health.

A. Carcass Disposal:

Animal carcasses should be disposed of as soon as possible to avoid creating a health hazard to other animals or humans. A small number of animals will not usually create a major problem if they can be disposed of by a rendering company. However, the disposal of a large number of animals, i.e., several million chickens or several hundred cattle, requires advanced planning and preparedness.

Certain governmental agencies may restrict certain types of disposal methods. Local ordinances should be reviewed and State and Federal health, agricultural, and environmental agencies should be contacted prior to the disposal of any animal carcasses. It may be necessary to obtain waivers.

II. ANIMAL DISPOSAL METHODS

The following acceptable methods of dead animal disposal, are listed in order of preference by DNR:

a.) Rendering
b.) Composting
c.) Sanitary Landfill
d.) Incineration
e.) On-Site Burial

The method used depends on the type of disaster, the location of the bodies, the type and number of animals killed and local ordinances. Regardless of the method used, carcass disposal should be given TOP PRIORITY. If community services are not interrupted, the usual methods

for disposal of animals that die naturally can be used. If community services are disrupted, special arrangements will need to be made to accommodate the method chosen.

1. **Rendering:** The easiest way to dispose of carcasses, especially those of farm animals. Rendering is a process whereby the carcass is cooked at high temperatures and converted into animal feed or fertilizer. Commercial companies perform this service and may, for a fee, pick up the animals. This method can be used if normal transportation methods and utilities are functional and the rendering company has sufficient trucks and personnel available to handle the volume.

2. **Composting:** Used to dispose of large numbers of poultry carcasses. Composting of dead animals is only allowed in properly designed and properly sized dead animal composter. Composting is the mixing by volume, 1 part carcass to 2 parts litter and 1 part straw, in alternate layers in a boxed, enclosed area. This method can also be used for larger animals. Whereas poultry can be placed whole, in layers, larger animals need to be cut up or ground into smaller parts first. The composting is accomplished by the bacteria in the litter, and takes about two weeks to complete. The completed compost process allows the end product to be recycled back to the land as a fertilizer.

3. **Sanitary Landfill:** Landfills are permitted to accept dead animals under Chapter 260, RSMo. Modern landfills are designed and operated to prevent leaching into groundwater or surface waters. The drawback of landfills is that they are only for disposing, not for recycling, and landfill space is becoming scarce. Even though a land fill is permitted to accept dead animals, it may not be the policy of the landfill operator.

4. **Burning:** Incineration of dead animals is feasible, but not always economical. It can be done outside, or by using commercial incinerators. Some animal hospitals, humane societies, and diagnostic laboratories may have incinerators, given that prior arrangements are in place. Open burning of dead animals or burning in a trash barrel or similar type of container, is not allowed. Any commercial incineration of dead animals must be done in an incinerator designed, constructed and operated according to Chap-643 RSMo, Air Conservation Law and Regulation 10CSR10-6.160.

5. **On-Site Burial:** This option is the least desirable due to the potential for water pollution. Although on-site burial is the least-preferred method of disposal, it may be the only practical option for some producers. Can be done only where local ordinances and the terrain permit. Burial sites will not be in low-lying areas subject to flooding, or within 100 feet from any body of surface water (stream, lake, pond, etc.). The location selected should be approved in advance by the appropriate environmental agency. Contact the Missouri Department of Agriculture for proper procedures for preparing an outside burn site, burning procedures and proper burial procedures.

It is unlikely that Composting will be used to dispose of animal carcasses that may have been exposed to chemical and/or biological hazards, and have died from this exposure. Rendering, Burning and/or Burial will most likely be used to dispose of these animal carcasses…

B. Organizational Roles/Responsibilities:

The following organizations have specific roles, in terms of responding to animal issues during and/or after disasters:

Agency / Center	Responsibility
State Department of Natural Resources	Deals with the impact on the environment.
Department of Conservation	Deals with threats to wildlife.
State Department of Health and Senior Services	Deals with water quality issues.
State Department of Agriculture	Would become involved if there was a concern about animal welfare.

III. PUBLIC HEALTH ISSUES SURROUNDING ANIMALS IN DISASTERS

Historically, the greatest concern regarding animals in disasters has been public health. Particular public health concerns, include the following:

1. Contamination of the food and water supply
2. Limited food supply
3. Zoonotic disease transmissions (and dog bites)

- Zoonotic Diseases are diseases that are transmittable between animals and humans. Examples of organisms that cause zoonoses, include salmonella, Cryptosporidium, Campylobacter and Giardia.

A. Contamination of Food Supplies:

An example of potential food contamination (on a large scale) occurred after the 1986 Chernobyl Nuclear Power Plant reactor incident. Clouds of radioactive material caused international concern about radioactive contamination of cows, sheep and other food-producing herbivores. Significant public health concerns stemmed from studies on the level of radio-nucleotide contamination in food, including meat, milk, and eggs. Scientific monitoring was necessary to prevent the contamination of animals and their products from entering the human food chain.

More commonly, hazardous materials are released in many types of disasters. Especially on farms, there may be large amounts of fertilizers, herbicides, pesticides and fuels that are spilled during the disaster. These hazardous materials can be spread over pastures, contaminate animal feed, or directly contact the animal; then, potentially

contaminating animal-based food products. The agency that deals with the inspection of livestock and poultry as food for humans is the *U.S. Department of Agriculture (Food Safety and Inspection Service).* The *Food and Drug Administration (FDA)* inspects milk products, seafood and non-animal products.

B. Zoonoses:

Zoonotic diseases are transferred between animals and people. Incidences of zoonoses following disasters have not been a documented problem in the United States since the 1950s. The spread of zoonoses is controlled through our Public Health and food inspection service. Nevertheless, more common zoonotic diseases and the means by which these can affect humans, warrants concern. In particular, pets can be infected and expose children to zoonotic diseases.

Humans are most likely to be exposed to zoonotic diseases when animal waste contaminates the drinking water supply. This can occur in floods and after a power failure at water treatment plants. Water can also become contaminated when hazardous materials are blown or washed into supply sources, or when animal manure or dead animals contaminate wells and reservoirs. Some organisms that cause zoonotic diseases, are listed below:

Common Organisms That Cause Zoonotic Diseases

1.	Coliform, bacteria…….	Diarrhea
2.	Salmonella……	Diarrhea
3.	Cryptosporidium……..	Diarrhea
4.	Giardia…….	Diarrhea
5.	Ringworm……	Skin Infection
6.	Rabies	
7.	Vector-Borne Diseases……	e.g., Equine Encephalitis
8.	Clostridium Perfringens……..	Diarrhea
9.	Clostridium Botulinum……	Weakness & Collapse

This list is not complete. Consult a local Veterinarian or the (District) State Veterinarian if you have questions or need additional information.

ANIMAL SHELTERS/SHELTERING AREAS IN JOPLIN AND JASPER COUNTY

I. JOPLIN:

1. Joplin Humane Society……..(417) 623-5343

(other facilities will be added as identified…)

II. JASPER COUNTY:

1. The *Tarzan Zerbini Circus* "winters-over" in Jasper County each year on a 10-acre lot of land, usually during the months of November, December and January. At any one time, the maximum number and types of animals that they deal with is 6 elephants and 6 large work-type horses. Usually, they only have 3 of each here in Missouri. If they are not in Missouri or Florida, then they are on the road.

2. If the need arises to move any of these animals in a hurry, they have a special trailer and truck that are designed to carry and move the elephants.

Address: Tarzan Zerbini Circus (Office)
2317 S. Hall Street
Webb City, MO.
Phone: (800) 707-4510 or (417) 781-4883
Contacts: Ms. Harriet Miller or Ms. Connie Watts

APPENDIX –11

ANIMAL DISPOSAL SITES IN THE JOPLIN / JASPER COUNTY AREA

Name of Facility	Address	Contact Person	Phone

To be based on Missouri Department of Agriculture (MDA) and Missouri Department of Natural Resources (DNR) recommendation and/or approval…

RENDERING COMPANIES ALLOWED TO OPERATE IN MISSOURI

National By-Products, LLC	Kansas City Hides 800 N. Atlantic Kansas City, MO. 64116	Ph: 816-842-0815 Fx: 816-842-9904
	Bellevue Plant 14401 S. 5th St. Omaha, NE. 68123	Ph: 402-291-8800 Fx: 402-291-4034
	Kansas City Plant 229 N. James St. Kansas City, KS. 66118	Ph: 913-371-7083 Fx: 913-371-7086
	Des Moines Plant 601 SE 18th St. Des Moines, IA. 50317	Ph: 515-265-0381 Fx: 515-265-8960 Toll Free: 800-362-2405
Millstadt Rendering Co.	3151 Clover Leaf School Rd. Belleville, IL. 62223	Ph: 618-538-5312 Fx:
Halfway Packing Co.	4427 South 222nd Road Halfway, MO. 65663	Ph: 417-445-2346 Fx:
Animal Care Services, Inc.	 Herculaneum, MO. 63048	Ph: Fx:
All Professional Pest Elimination	 Ballwin, MO. 63011	Ph: Fx:

Darling International, Inc.

The Vice President over all facilities around Missouri is Mr. Mike Molini in Collinsville, OK. He is also the General Manager for the Rendering Plant located north of Tulsa. His phone number is: (918) 371-2528.

Darling Transfer Station
Mr. Richard Brewer, Station Manager
947 Clay Hill Road — Ph: 417-744-2287
Billings, MO. 65610 — Fx: 417-744-2340

Darling – Kansas City
Mr. Pat Lappe, General Manager
685 Adams Street — Ph: 913-321-9328
Kansas City, MO. 66105 — Fx: 913-321-0028

Darling – St. Louis
Mr. Garry Byrd, General Manager
#2 Exchange Avenue — Ph: 618-271-8190
National Stock Yards, IL. 62071 — Fx: 618-874-1001

APPENDIX – 12

FOOD PROCESSORS/FACILITIES/DISTRIBUTION SITES IN THE JOPLIN/JASPER COUNTY AREA

Name of Facility Address Contact Person Phone #

CONCENTRATED ANIMAL FEEDING OPERATION (CAFO)

CAFO	ADDRESS	CONTACT	PHONE	PRODUCT
BYRON FREEMAN	28572 Hwy T Excello, MO 65247	SAME	NONE	TURKEYS
LARRY HARTMAN	12264 OLIVE LN CARTHAGE, MO 64836	SAME	417-358-3253	TURKEYS
CHRIS HUFF	7470 ELM RD CARTHAGE, MO 64836	SAME	417-359-5025	LAYERS
NORMAN JANTZ	24223 MAPLE RD ORONOGO, MO 64855	SAME	417-673-4489	TURKEYS
JOPLIN REGIONAL STOCKYARDS	12592 LAWRENCE 2090 MT VERNON, MO 65712	JACKIE MOORE	417-466-7866	CATTLE
WILLIAM JOYCE	11042 SUMAC RD JASPER, MO 64755	SAME	417-394-2221	PULLETS
MISSOURI FARMS DAIRY INC	13485 CR 50 GOLDEN CITY, MO 64748	DANNY HYLTON	417-246-1005	DAIRY CATTLE
MOARK HATCHERIES INC	5335 S GARRISON AVE CARTHAGE, MO 64836	JERRY COMPTON	417-358-6481	LAYERS
RUSSELL RITCHHART	15428 BARTON CR JASPER, MO 64755	SAME	417-394-2020	TURKEYS
FELIXWRIGHT	2195 CR 110 CARTHAGE, MO 64836	SAME	UNLISTED	TURKEYS

POULTRY OPERATIONS

PRODUCER	ADDRESS	CONTACT	PHONE
DOUGLAS BALL	18899 ST HWY 96 CARTHAGE, MO 64836	SAME	417-358-1062
EARL BENENTINDI	30754 KAFIR RD ASBURY, MO 64832	SAME	417-642-5641
BUTTERBALL	251 LAWRENCE 2075 LA RUSSELL, MO 64848	UNKNOWN	417-246-5825
CON AGRA TURKEY	1228 ST HWY 96 AVILLA, MO 64833	UNKNOWN	417-246-5246
DON GRISHAM	17286 PEMBROOK RD CARTHAGE, MO 64836	SAME	417-394-2159
LARRY LUNDIEN	10565 ST HWY 43 WEBB CITY, MO 64870	SAME	417-673-1142
RANDY RECTOR	15318 CR 225 JASPER, MO 64755	SAME	417-525-4494
ROY SCHOENHALS	11479 BLACKBERRY RD CARTHAGE, MO 64836	SAME	417-358-6795
BRIAN STEVENS	11923 CR 280 CARL JUNCTION, MO 64834	SAME	417-642-5594
LONNIE TAYLOR	302 MAPLE RD SARCOXIE, MO 64862	SAME	417-246-5580

PORK OPERATIONS

PRODUCER	ADDRESS	CONTACT	PHONE
MATHEW JOYCE	18119 CR 110 JASPER, MO 64755	SAME	417-394-2616
TIMOTHY JOYCE	14543 CR 80 CARTHAGE, MO 64836	SAME	417-358-8525
NEAL RUSH	17826 CR 90 JASPER, MO 64755	SAME	417-394-2384
ROCKY RUSH	8378 SUMAC RD JASPER, MO 64755	SAME	417-394-2453

DAIRY OPERATIONS

PRODUCER	ADDRESS	CONTACT	PHONE
DENNIS ANIBAL	7028 NUTMEG RD CARTHAGE, MO 64836	SAME	417-246-5341
RCHARD BLOSS	10367 HWY F SARCOXIE, MO 64862	SAME	417-548-7212
BOB BRUFFETT	11286 BASE LINE BLVD JASPER, MO 64755	SAME	417-394-2478
EDDY CAWYER	22915 ROSEBUD LN ORONOGO, MO 64855	SAME	417-642-5579
RONNIE CRAIG	9463 CR 290 CARL JUNCTION, MO 64834	SAME	417-649-6271
GARY GORDON	8472 NUTMEG RD CARTHAGE, MO 64836	SAME	417-358-9714
JOHN JOHNSON	19251 OLD TRAIL RD JASPER, MO 64755	SAME	417-525-4394
LARRY KELLHOFER	255 DOGWOOD LN SARCOXIE, MO 64862	SAME	417-548-7512
GALE KNIGHT	15649 CR 138 CARTHAGE, MO 64836	SAME	417-394-2866
ROBERT MYERS	18397 CR 220 ORONOGO, MO 64855	SAME	417-394-2339
DOUG PROBERT	19028 CR 120 JASPER, MO 64755	SAME	417-394-2168
EUGENE PUGH	20657 N MAIN ST JASPER, MO 64755	SAME	417-394-2896
Q L REYNOLDS	3320 CR 90 CARTHAGE, MO 64836	SAME	417-358-5428
MARK ROBINSON	P O BOX 264 CARTHAGE, MO 64836	SAME	417-358-9381
JANICE SANDOVAL	P O BOX 439 ALBA, MO 64830	SAME	417-525-6149
MICHAEL TUBAUGH	12280 NUTMEG RD CARTHAGE, MO 64836	SAME	417-358-9781
BERNIE VAN DALFSEN	6792 INCLINE RD REEDS, MO 64859	SAME	417-246-5230
TERRY WINDER	24231 STATE HWY 96 WEBB CITY, MO 64870	SAME	417-673-4774

BEEF OPERATIONS

PRODUCER	ADDRESS	CONTACT	PHONE
HOWARD BECKER	11050 CR 10 SARCOXIE, MO 64862	SAME	417-246-5578
MIKE DAWSON	821 CR 20 SARCOXIE, MO 64862	SAME	417-548-7655
BROOKS GUBSER	19256 LOCUST LN CARTHAGE, MO	SAME	417-525-6127
JIMMIE IRWIN	410 ST HWY 96 SARCOXIE, MO 64862	SAME	417-246-5706
WILBUR JONES	17601 MILLWOOD RD CARTHAGE, MO 64836	SAME	417-358-2576
MATT MATHEWS	12200 MESQUITE RD CARTHAGE, MO 64836	SAME	417-358-5272
RAYMOND PETERS	11384 CIVIL WAR AVE CARTHAGE, MO 64836	SAME	417-358-5380
RICHARD STRAMMEL	11750 CR 140 CARTHAGE, MO 64836	SAME	417-358-1415
LLOYD TUBAUGH	13503 ST HWY 37 GOLDEN CITY, MO 64748	SAME	417-246-5665

POULTRY FARMS

Butterball Turkey Company (Live Operations)

Carthage, MO 64836……..417-359-2000

Heasley Farms
8328 Harmony Road
Carthage, MO. 64836…….417-359-8084

Nicholas Turkey Breeding Farms
1230 Douglas Court
Carthage, MO 64836…….417-359-0029

R & W Poultry
RR-3
Carthage, MO 64836…….417-358-6917

Smith Egg Farm

Carthage, MO 64836…….417-358-8766

Tackborn Farms

Carthage, MO 64836…….417-359-8542

DAIRY FARMS

Hiland Quality Checkered Dairy Products
601 South Maiden Lane
Joplin, MO 64801……..417-623-2272

LIVESTOCK DEALERS / LIVESTOCK AUCTIONS / STOCKYARDS / ANIMAL BOARDING AREAS

Double Diamond Ranch
16730 Cherry Road
Diamond, MO 64840…….417-325-7181
(Horse Boarding, Horse Dealing, Riding Stables, Rental, etc.)

Ernest Kimbrough Hog Market
17892 Cherry Road
Diamond, MO 64840…….417-325-6460
(Livestock Auctions, Livestock Dealers)

White's Equine Sale (Feed and Tack)
1863 Highway 59
Diamond, MO 64840…….417-325-4143
(Livestock Auctions, Animal Feeds, Stock Yards)

J-Bar-E Livestock, Inc.
204 Shepherd Street
Diamond, MO 64840…….417-325-4454
(Animal Transportation)

Pear Tree Lane Stables
20160 Highway J
Diamond, MO 64840…….417-325-4137

Cattleman's Livestock
(Melvin Thogmartin)
Sarcoxie, MO 64862……..417-548-2600
417-325-5458
(C/Ph) 417-438-1501

CITY OF JOPLIN DISASTER DEBRIS MANAGEMENT PLAN
O c t o b e r 2 0 2 3

A SUBSECTION OF THE CITY OF JOPLIN EMERGENCY MANAGEMENT PLAN
(Page I-2)
III. CONCEPT OF OPERATIONS
B. Actions to be Taken by Operational Time Frame
1. Mitigation
d. Develop emergency procedures to include, but not limited to the following: 1) Debris removal and 8) Garbage disposal

as directed by the Public Works Department/Solid Waste Division
Nicholas Heatherly, P.E. ~ Director of Public Works and
Scott Patterson ~ Recycling Coordinator & Storm Water Education Mgr.
Joplin City Hall: 602 South Main Street ~ 417-624-0820 ext. 501
Recycling Center: 1310 West A Street ~ 417-627-8870
Public Works Center: 1301 West 2nd Street ~ 417-624-0820 ext. 564
Employee Roster ~ Appendix A

While it is advisable to have a written plan, practically every disaster is a special case simply because of the diversity of events (tornados, straight line winds, ice storms, hail storms, fire, flooding, riots, vandalism, criminal activities, etc.), the diversity of damage, types and condition of the debris, geographic location, time of day, weather conditions during clean-up efforts, availability of personnel and equipment, and many other factors. This plan documents resources and options for disaster debris management as well as guidelines for meeting Federal Emergency Management Agency (FEMA) and Missouri State Emergency Management Agency (SEMA) reimbursements.

For legal and background purposes, a portion of the booklet titled,
EPA Solid Waste and Emergency Response-Planning for Disaster Debris,
is printed below.

FEDERAL RESOURCES AVAILABLE TO HELP

If the President declares a community a natural disaster area, considerable federal assistance is available from FEMA. In addition to FEMA, the U.S. Army Corps of Engineers (USACE) and the U.S. Environmental Protection Agency (EPA) can provide federal assistance. Most natural disasters, however, do not qualify for full federal assistance.

Congress and the President

The Robert T. Stafford Disaster Relief and Emergency Assistance Act sets forth federal disaster relief responsibilities and procedures. Among many other activities, the Stafford Act authorizes debris removal in "the public interest … from publicly and privately owned lands and water." The President makes the final decision to declare an area a natural disaster and therefore eligible for federal assistance.

Federal Emergency Management Agency (FEMA)

The Stafford Act authorizes FEMA to respond to disasters and emergencies in order to help save lives and protect public health, safety, and property. FEMA operates under specific regulations, which are spelled out in Section 206.224 of Title 44 of the *Code of*

Federal Regulations (CFR). The Stafford Act and the CFR use the term "debris removal" in a broad sense to encompass the entire process of removing, handling, recycling, and disposing of debris. The CFR declares debris removal to be "in the public interest," not only to protect "life, public health, and safety" but also to "ensure economic recovery of the affected community." Thus, the authorizing statements in the Stafford Act and CFR are broad and inclusive.

For communities to qualify for FEMA assistance, the effort needed to recover from the disaster must be of such magnitude as to be beyond the capabilities of the state or local government. A local government must make a declaration of natural disaster to the state emergency management agency, and the state's governor must request through FEMA that the President declare the affected area a disaster. Once the President concurs, the local government becomes eligible for reimbursement of some portion of its debris management expenses and other recovery costs. FEMA also opens a Regional Operations Center and a Disaster Field Office in the affected area to coordinate efforts with local and state authorities.

Once the declaration is made by the President, FEMA negotiates the disaster relief efforts with the state emergency management agency. The state agency represents the local communities during this discussion. FEMA staff advise local government officials regarding the activities eligible for reimbursement specific to that community; FEMA also sets reasonable cost standards for these activities. Under the Stafford Act, FEMA is authorized to pay for activities to handle debris posing an immediate threat to the public, generally including debris removal, transportation, volume reduction at staging areas, and ultimate disposal. FEMA requires careful recordkeeping regarding expenditures for communities to obtain reimbursement. FEMA may fund recycling of disaster debris if the local government has in place prior to the natural disaster a policy emphasizing recycling, or if the local government can demonstrate that recycling is a cost-effective debris management option.

FEMA does not respond alone to natural disasters. Other federal agencies also have substantial roles. In particular, two agencies are involved in hazardous and non-hazardous waste management.

U.S. Army Corps of Engineers (USACE)

The Department of Defense is responsible for emergency support related to public works and engineering and has designated USACE as its operating agent. USACE provides technical advice and evaluations, engineering services, construction management and inspection, emergency contracting, emergency repair of wastewater and solid waste facilities, and real-estate support.

USACE assistance is arranged through FEMA. In the Miami area after Hurricane Andrew in 1992, USACE removed debris in the hardest hit areas by contracting with six large general contractors.

U.S. Environmental Protection Agency (EPA)

EPA is the primary agency responsible for emergency support related to hazardous materials. EPA responds to releases of hazardous materials and provides technical assistance for environmental monitoring needs. EPA regional offices also can provide technical assistance on municipal solid waste issues.

STATE AND LOCAL RESOURCES AVAILABLE TO HELP

State and local governments are communities' first source of assistance in the wake of a natural disaster and in planning for disaster debris management. Such assistance is available to communities impacted by disasters, regardless of whether they receive a federal disaster declaration.

State Governments

The state emergency management agency and state waste management agency have specific roles to play in cleaning up disaster debris. The state emergency management agency serves as the local government's liaison to FEMA and can provide information for emergency planning. This state agency also can help represent the local government's interests to FEMA during a disaster and cleanup. The state waste management agency's role can be to make special accommodations for the unusual waste management needs resulting from a natural disaster. For example, this agency could temporarily lift permit requirements for solid waste facilities. In addition, specialized assistance is often available from other state agencies.

Other Government Assistance

Both state and local governments may enter into mutual aid agreements with other state and local governments prior to any disaster. Such an agreement could provide for either binding commitments or nonbinding intentions of support by state and local governments to assist one another in the event of a disaster. Through these agreements, communities can loan equipment and personnel with specific expertise or experience.

The Southern Regional Emergency Management Assistance Compact is an example of a mutual aid agreement originally signed by 17 states, Puerto Rico, and the Virgin Islands. The resolution supporting this pact now has been offered to all states and includes model legislation for state legislatures. The compact also contains broad language and a legal framework addressing authority, liability, licensing, reimbursement, injury or death benefits, and use of the National Guard. For more information on the Southern Regional Emergency Management Assistance Compact, contact: The Southern Governors' Association, The Hall of the States, 444 North Capitol Street, NW., Washington, DC 20001 - 202 624-5897.

WHAT A COMMUNITY CAN DO TO SPEED RECOVERY AND REDUCE COSTS

Preparing a disaster debris management plan in advance can pay off in the event of a natural disaster. Planning can help a community identify its debris collection, recycling, and disposal options. Although the recovery process will take a long time, perhaps even years, careful planning will prevent costly mistakes, speed recovery, and avoid creation of more waste. A plan also can save money by identifying cost-effective debris management options and sources of help, increasing control over debris management in your community, and improving administrative efficiency.

Short and Long-Term Debris Collection

Debris removal needs and procedures shall be determined by the Director of Public Works. If he/she is not available, the City organizational chart shall be followed. Depending on the severity of destruction and depending on residential and commercial debris, priority removal shall be to unblock streets, alleys, essential service companies, hospitals, schools, communication and emergency agencies, City facilities, and

temporary storage and staging areas of debris. Streets Department and Parks and Recreation Department “emergency snow routes” and “snow plowing procedures” shall be adopted for initial or secondary debris removal locations.

Depending on the severity and volume of debris in residential areas as determined by the Public Works Director, City crews or hired contractors shall collect the debris. If necessary, the Director of Public Works shall have City staff assist in trash/recycling collection, hauling, processing, etc. The Director may also contract with trash companies, general contractors, heavy equipment operators or neighboring municipalities if needed for debris removal or transporting debris to permanent disposal areas and temporary staging areas. The Public Works Director shall determine if temporary staging sites shall be established for residents to drop off designated debris. The Public Works Director shall determine if residential trash billing should continue in accordance with contracts. Contractors must submit a bill to the City in accordance with FEMA guidelines.

Temporary Storage and Staging Areas

Appendix F and G lists areas that may be established for the drop off of yard waste, building debris, appliances, tires, electronics, hazardous waste, food waste, general municipal solid waste, etc. by city employees, contractors, volunteer groups and residents. A city employee or contractor shall document all loads that are dropped off. A temporary observation deck shall be constructed by the City or contractor if necessary, or a scissor lift shall be rented.

Recycling

The City of Joplin has established policies for recycling through the Solid Waste Code that include:

- Trash and recycling haulers must be licensed.
- Trash companies and commercial solid waste generators are to recycle at least 40% from their waste stream.
- City Council appointments of seven Solid Waste Commissioners
- Annual Recycling and Waste Disposal Guide attached as **Appendix B.**

The Solid Waste annual budget allows for Recycling Coordinator and Recycling Attendant personnel; recycling procedures at City facilities; the Joplin Recycling Center and Joplin Household Hazardous Waste Satellite Collection Facility; bulky items clean up events that recycle tires, appliances, batteries, and brush; targeted tire/appliance/electronic collections; annual “Recycling and Waste Disposal Guides” bulk mailed to area residents; tree limb drop-off location; compost facility and more. The City has a history of promoting private recycling businesses and activities.

Some of the many reasons to recycle debris are as follows:

- Reduce disposal costs.
- Save landfill space.
- Minimize environmental impacts.
- Minimize threats to health and safety.

- Recycling infrastructure is in existence.
- Some items such as metal has monetary value.
- Some yard waste (also known as green waste) can be composted or ground into useable landscape mulch.
- Open burning is an environmental and health hazard.
- City code only allows for the burning of yard waste, not trash.
- City owns and operates a compost facility.
- City has experience in collecting ferrous and non-ferrous metal, lead acid batteries, tires, large appliances, electronics, household hazardous waste (HHW), yard waste.
- Some items are banned from Missouri and Kansas landfills and must be recycled.
- Save money on traditional disposal cost.

Hazardous Waste Identification and Handling

Truly hazardous waste as generated by commercial entities shall be identified by City staff (Fire, Police, Recycling, Health, Wastewater, etc. Departments) or the generator. City staff shall identify the entities and make them pay for proper disposal through existing solid waste and nuisance codes. If the proper entity cannot be identified, the City shall pay for proper disposal of orphan or abandoned hazardous waste and request reimbursement from FEMA. All evidence, photographs, location, markings on containers, etc. will be kept in a record by the Recycling Coordinator. The hazardous waste will be staged at the Recycling Center HHW Satellite Facility. Depending on the severity and types of HHW, the fire stations (pending approval by Department officials) will be the secondary locations.

Administration

The Recycling Coordinator, Emergency Management Director and Finance Director shall keep track of all purchases and expenses such as personnel, equipment, supplies, tools, sub-contractors, trash haulers, communication expenses, public information expenses, etc.

Dissemination of Information to the Public

The Director of Public Works, Public Information Officer, Recycling Coordinator, Finance Director, Health Department Director, and Emergency Management Director shall be responsible for informing the public about debris management such as who to contact for removal, where to take various items, health issues, hazardous materials issues, etc. If possible, temporary signs shall be placed in all possible City parks, the Public Works Center, Recycling Center, City Hall, the Fire Stations, the marquee at Memorial Hall, and at major intersections. A plan and/or agreement shall already be established with key radio, television, print, and on-line media for the quick dissemination of information. **Appendix H** is the media contact list.

Mutual Aid Arrangements

Prior to any disaster, Joplin can agree with the listed cities to provide for either binding commitments or nonbinding intentions of support to assist in the event of a disaster. Joplin may pay the expenses for the personnel, or the loan of equipment, as well as any maintenance or repair costs for equipment on a short-term basis. This agreement can be developed for the municipalities, either formal or informal as listed in **Appendix I.**

Dissemination of Plan

City of Joplin *Disaster Debris Management Plan* shall be filed with and/or offered to the entities listed in **Appendix C, D, E and I.**

APPENDIX A: City of Joplin Public Works Employees Roster (for limited distribution)

APPENDIX B: Annual Recycling and Waste Disposal Guide

APPENDIX C: Licensed Trash Haulers; area Municipal Solid Waste and Construction and Demolition Debris Transfer Stations and Landfills

APPENDIX D: Heavy equipment contractors, demolition companies, tree trimmers and interested parties.

APPENDIX E: Utilities and Parties with equipment/personnel such as Missouri Department of Transportation, Joplin Special Road District, Joplin RVIII School District, Empire District Electric Co., SBC, Inc., Missouri-American Water Co., Missouri Gas Energy, Cable One.

APPENDIX F: Temporary Staging Locations

- City "40" acre tree limb processing site, 1702 North Schifferdecker Avenue
- Public Works Center, 1301 West 2nd Street
- Recycling Center, 1310 West A Street
- Compost Facility, 3457 Eddy Lane (next to Turkey Creek Wastewater Treatment Plant)
- Decommissioned Lone Elm Wastewater Treatment Plant, Lone Elm Road
- Humphrey Park - Schifferdecker Park – McClelland Park - Others
- Occupied and unoccupied commercial properties (such as former box stores) may be leased by the City.
- Closed City Landfill, Belle Center Road and North Black Cat Road
- Joplin Regional Airport Industrial Park and Public Safety Training Facility, 5102 North Swede Lane
- Wheeler Excavating Site, 1832 Crane Drive; McCutcheon Street east of Range Line Road; area north of D Street, east of North Schifferdecker Avenue
- Shoal Creek Wastewater Treatment Plant, 2860 Apricot Drive
- Turkey Creek Wastewater Treatment Plant, 3457 Eddy Lane
- Crossroads Industrial Park, Springmore Avenue and Highway FF
- Kevin Southard area south of Elm Road and west of North Prosperity Avenue

APPENDIX G: Debris Disposal Site Candidate Location Map

APPENDIX H: Media List

APPENDIX I: List of area cities and counties for mutual aid arrangements

EMERGENCY CONTACTS AT A GLANCE
All Numbers are area code 417 unless stated otherwise

City Government – Joplin

City Manager	624-0820	Nick Edwards ext 205
PIO Officer	438-2287	Lynn Onstot
Dispatch	300-4911	Cheryl Konarski
Fire Department	389-0838	Gerald Ezell
Health Dept.	623-6122	Ryan Talken ext 285
Finance	624-0820	Leslie Haase ext 251
Police	624-0838	Richard Pearson ext401
Public Works	624-0820-	Daniel Johnson ext 500
City Attorney	624-0820	Peter Edwards ext255
Community Development	624-0820	Troy Bolander ext 510
City Clerk	624-0820	Holly Nagy ext 220

Direction and Control

Mayor	529-5870	Keenan Cortez
Mayor Pro Tem	825-8199	Josh Detar
Council Members	437-7047	Doug Lawson
	438-9288	Doris Carlin
	781-5982	Gary Shaw
	540-5644	Charles Copple
		Ryan Jackson
	483-0630	Mark Farnham

County Government – Jasper

Presiding Commissioner	437-6474	John Bartosh
Eastern Dist. Commissioner	358-0421	Tom Flanigan
Western Dist. Commissioner	358-0421	Darieus Adams
Dispatch	359-9100	
Sheriff's Department	624-1601	Randee Kaiser
Health Department	385-3111	Debbie Darby
Assessor (Damage Assess.)	358-0437	Lisa Perry

Resource:

Auditor	358-0406	Sara Hoover
Collector	358-0409	Steven McIntosh
Treasure	358-0448	Denise Rohr
Director, JC DFS	629-3065	Brian Garritt

Coroner

434-8988 Randy Nace

Road Districts

Carl Junction	649-2147	Jerry York
Carthage	358-4127	Jim Wakefield
JC Hwy. Dept	358-0451	Bob Burris
Joplin	624-3489	Randy Cossey
LaRussell	548-7689	Rodney Guinn
Sarcoxie	737-2783	Kenny Louden
Webb City		With JC

State - Missouri

SEMA Region D Area Coordinator 821-4683 Chris Gaut

SEMA Duty Officer	573-751-2748	
National Guard		
DNR	573-634-2436	
MERC	Kermit Hargess	pocoe@windstream.net

Highway Patrol – Carthage 359-1500 or 895-6868 (Springfield)
MoDOT (Joplin) 629-3300

Emergency Management

David Holden	620-249-5405	Joplin-Jasper County
Leigh Kelley	235-9767	Joplin-Jasper County
Brenda Polen	438-0651	Asbury
Mark McCall	649-7070	Carl Junction
Will Cline	793-2450	Carterville
Bill Campbell	548-7217	LaRussell
Ryan Huntley	237-7100	Carthage
Ronnie King	438-8581	Duenweg
Clay Arft	623-2880	Oronogo
Tanner Rice	548-7217	Sarcoxie
Jess Bendure	642-5418	Waco
Don Melton	529-1365	Webb City
Charla Gellar	438-8543	Newton County
Larry Woods	379-2096	Springfield-Greene County

Mass Care

Jasper Co. Red Cross	624-4411	
Emerg. Services Dir.	529-6412	Julie Stoltling
Disaster Services 24 hr.	866-221-8238	
COAD	529-6412	Julie Stoltling

J/JC-EHC	623-6122	Wrandi Clayton

Media

KOAM-TV	624-0233 or 438-6001
KFJX-TV	620-230-0565
KODE-TV	623-7260 ext. 420
KSN-TV	781-2345 or 782-6812
Joplin Globe	623-3480
KZRG Radio	624-1310

Utilities

Missouri American Water	623-2100 or 866-430-0820
Missouri Gas Energy	800-882-2825
Liberty	800-206-2300
Matthew Livingston	706-8342
New-Mac Electric	451-1515

National Weather Service

Springfield	417-863-9124 or 800-762-4363
Wichita	800-367-5736

CIVIL AIR PATROL

National Operations Center	888-211-1812 ext. 300
	opscenter@capnhq.gov.

Health and Medical

Mercy Hospital Joplin	417-781-2727	Fax# 417-625-2910
Mercy Hospital Carthage	417-237-7240	Fax# 417-237-7240
Freeman West	417-347-1111	Fax# 417-347-3716
Freeman East	417-347-1111	Fax# 417-347-3716

Mercy Hospital (Springfield)	417-820-2000	Fax# 417-820-5344
Mercy Hospital (Aurora)	417-678-2122	Fax# 417-678-7840
Mercy Hospital (Cassville)	417-847-6000	FAX# 417-847-6083
St. John's (Cassville)	417-847-3877	
Cox Health (Springfield)	417- 269-3000	
Cox Hospital (Monett)	417-235-3144	

Cox South (Springfield)	417-269-6000
Cox North (Springfield)	417-269-3000
Freeman (Neosho)	417-451-1234

Lawrence County Health Dept.	417-466-2201
McDonald County Health Dept.	417-223-4351
Barton County Health Dept.	417-682-3363
Newton County Health Dept.	417-451-3743
Dade County Health Dept.	417-637-2345
Barry County Health Dept.	417-847-2114

MAYORS & CLERKS – 2014

Airport Drive Inc 11-17-47,Village 25150 Demott Dr. Joplin 64801	Chairman: Paul Surgi 25150 Dermott Dr Joplin 64801 623-6744	Clerk: Janie Liles 25150 Demott Dr. Joplin 64801 Fax 623-7839 623-6744
Alba Inc 6-3-02,4th Class P O Box 108,Alba 64830 525-4463	Mayor: Dan Holden P O Box 108 Alba 64830	Clerk: Brenda Gardner City of Alba Fax 525-6229 P O Box 108,Alba 64830 525-4463
Asbury Inc 1954,4th Class City at Large	Mayor: Ben Brown 177 Main St. Asbury 64832 642-5611	Clerk: Ruth Wilson P O Box 316 Asbury 64832 Cell-825-3214
Avilla Inc 7-23-1874,Town P O Box 37 Avilla 64833	Mayor: Wm. M. Jamison P O Box 37 Avilla 64833	Clerk: Marcia Burris P O Box 37, 246-1915 Avilla 64833
Brooklyn Heights Inc 9-12-67,Town Carthage 64836	Chair: Richard Rector 679 Co Rd 180 358-1628 529 Co Rd 180, Town Hall Carthage 64836	Clerk: Gloria DeVillers 15938 Fir Rd. Carthage, 64836
Carl Junction Inc 4-8-1884,4th Class P O Box 447 Carl Junction 64834	Mayor: Michael "Mike" Moss City Hall-649-7237 P O Box 447 Carl Junction 64834	Clerk: Maribeth Matney City Hall-649-7237 P O Box 447 Fax 649-6843 Carl Junction 64834
Carterville Inc 4-16-1877,3rd Class	Mayor: Dale Davenport City Hall, 1200 E. 1st St. Carterville 64835	Clerk: Debora Cornell City Hall, 1200 E.1st St. Carterville 64835 673-1341,Fax673-5448
Carthage Inc 3-12-1868,3rd Class City Charter 11-3-93	Mayor: Mike Harris City Hall, 326 Grant Carthage 64836 237-7000	Clerk: Lynn Campbell City Hall, 326 Grant Carthage 64836 237-7000,Fax 237-7002
Carytown Inc 9-2-71,Town	Chairman: Marvin Frost 16376 Maple Rd Carthage 64836 358-9116	Clerk: Joyce Moore 15930 Nutmeg Rd Carthage 64836 394-2304
Duenweg Inc 1-6-54,4th Class 623-2027 Fax,623-3329	Mayor: Russell Olds P O Box 105 Duenweg 64841	Clerk: Shirley Lewis City Hall,P O Box 105 Duenweg 64841

RESOLUTION NO. 2024-018

A RESOLUTION approving the Joplin-Jasper County Emergency Management plan as revised in 2024.

WHEREAS: The City Council, in conjunction with Jasper County in Missouri, desires to provide the officials and citizens of Joplin with clear direction for coordination of statewide emergency services in the event of a major disaster.

WHEREAS: The Joplin-Jasper County Emergency Management plan enhances emergency response capability, and;

WHEREAS: This plan can assist the City of Joplin officials in responding to and recovering from the effects of natural and man-made disasters.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. The Joplin-Jasper County Emergency Management Agency, in conjunction with the State Emergency Management Agency, has revised and developed an emergency operation plan that will enhance the emergency response capability.

Section 2. The City of Joplin approves the Joplin-Jasper County Emergency Management plan, as revised in 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of October 2024 .

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2024-018: A RESOLUTION approving the Joplin-Jasper County Emergency Management plan as revised in 2024

MEETING DATE
October 21, 2024

ORIGINATING DEPT
Fire Department

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

SUMMARY
This Resolution approves the revisions to the Joplin-Jasper County Emergency Management plan, which was completed in 2024.

BACKGROUND
This resolution will assist the City of Joplin officials in responding to and recovering from the effects of natural and man-made disasters. The Joplin/Jasper County Emergency Operations Plan was updated in October of 2023. The last update of the plan was from 2014. The update included all ANNEXES within the Plan. Each ANNEX was reviewed page by page, to make sure all the information was up to date. The main changes to the plan were updates to personnel, county and city officials, resources lists and emergency contact lists. The 2020 U.S. Census numbers were also used in the update. A new Promulgation Statement with County and City officials signatures was also added.

RECOMMENDATION
Staff recommends approval of this resolution.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-139 - Construction Agreement between City of Joplin and D&E Plumbing & Heating Inc. for the Joplin ARPA Group A Project

MEETING DATE
October 21, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 139 Ordinance; Bid Summary, Construction Agreement, Location Map, Letter of Recommendation.

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with D&E Plumbing & Heating Inc. in the amount of Seven million, nine hundred twenty-one thousand, seven hundred ninety and 60/100 DOLLARS ($7,921,790.60), for construction of the Joplin ARPA Group A Project.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2021. City staff procured Olsson as consultants underneath the City's Standard RFQ process for the design process and inspection services. Staff followed the City's procurement policy for advertising of said project, and bids were opened on August 27th, 2024. D&E Plumbing & Heating Inc. was the low bidder on the project (ARPA Stormwater Group A). The bid was lower than the Engineer's Estimate.

FUNDING SOURCE
This is included in the FY 2024 Budget in the Parks and Stormwater Sales Tax Fund and is being partially funded through ARPA.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis as this ordinance is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, to adhere to the Federal Funding timeline provided by ARPA (American Rescue Plan Act).

COUNCIL BILL NO. 2024-139 ORDINANCE NO

AN ORDINANCE approving an agreement with D&E Plumbing & Heating Inc. in the amount of Seven million, nine hundred twenty-one thousand, seven hundred ninety and 60/100 DOLLARS ($7,921,790.60) for Joplin ARPA Group A Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and D&E Plumbing & Heating Inc. in the amount of Seven million, nine hundred twenty-one thousand, seven hundred ninety and 60/100 DOLLARS ($7,921,790.60), for Joplin ARPA Group A Project on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractors shall be paid from the Parks and Stormwater Sales Tax and is being partially funded through ARPA.

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (6), of the Home Rule Charter of the City of Joplin, Missouri, in order to adhere to the Federal Funding timeline provided by ARPA (American Rescue Plan Act).

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2024-139

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax to pay the amounts called for through this agreement.

_____
Leslie Haase, Director of Finance

Group A Stormwater Improvements - Joplin, MO
Bid Tab - August 27, 2024

olsson

Client Name: Joplin, MO	
Project Name: Group A Stormwater Improvements	
Olsson Project Number: A23-00749	

Date	Index
8/27/2024	

			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Emery Sapp & Sons, Inc. Kansas City, Missouri		Shoemaker & Sons Construction Joplin, Missouri		Sprouls Const, Inc. Lamar, Missouri	
SCHEDULE A - 9th STREET AND ST LOUIS STORMWATER IMPROVEMENTS												
Subtotal		**$529,285.60**		**$475,328.91**		**$399,157.40**		**$601,792.25**		**$550,794.57**		**$459,889.90**
SCHEDULE B - DIVISION AVENUE AND VALLEY STORMWATER IMPROVEMENTS			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Emery Sapp & Sons, Inc. Kansas City, Missouri		Shoemaker & Sons Construction Joplin, Missouri		Sprouls Const, Inc. Lamar, Missouri	
Subtotal		**$2,311,663.10**		**$2,198,162.85**		**$1,807,138.70**		**$2,762,895.34**		**$2,522,953.56**		**$2,611,614.80**
SCHEDULE C - TEXAS AVENUE STORMWATER IMPROVEMENTS			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Emery Sapp & Sons, Inc. Kansas City, Missouri		Shoemaker & Sons Construction Joplin, Missouri		Sprouls Const, Inc. Lamar, Missouri	
Subtotal		**$3,353,326.70**		**$3,224,909.99**		**$3,297,443.00**		**$4,144,727.59**		**$3,682,444.85**		**$3,770,353.00**
SCHEDULE E - 5th AND PORTER STORMWATER IMPROVEMENTS			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Emery Sapp & Sons, Inc. Kansas City, Missouri		Shoemaker & Sons Construction Joplin, Missouri		Sprouls Const, Inc. Lamar, Missouri	
Subtotal		**$1,331,601.80**		**$1,424,228.43**		**$1,155,235.00**		**$1,509,523.55**		**$1,630,962.91**		**$1,436,913.49**
TOTAL BASE BID (SCHEDULE A+B+C+E)	**Total of (A+B+C+E)**	**$7,525,877.20**		**$7,322,630.17**		**$6,658,974.10**		**$9,018,938.72**		**$8,387,155.88**		**$8,278,771.19**
ADD ALTERNATE D - TEN PIN LANE STORMWATER IMPROVEMENTS			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Emery Sapp & Sons, Inc. Kansas City, Missouri		Shoemaker & Sons Construction Joplin, Missouri		Sprouls Const, Inc. Lamar, Missouri	
Subtotal		**$1,235,918.30**		**$959,601.50**		**$1,062,177.90**		**$1,244,068.05**		**$1,181,990.03**		**$926,327.00**

			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Emery Sapp & Sons, Inc. Kansas City, Missouri		Shoemaker & Sons Construction Joplin, Missouri		Sprouls Const, Inc. Lamar, Missouri	
ADD ALTERNATE 1 - TEN PIN LANE - GOETZ STORM SEWER EXTENSION												
Subtotal		**$229,593.20**		**$178,329.35**		**$200,638.60**		**$371,995.98**		**$245,419.00**		**$186,414.00**
TOTAL BASE BID + Add Alt D + Add Alt 1		**$8,991,388.70**		**$8,460,561.03**		**$7,921,790.60**		**$10,635,002.75**		**$9,814,564.91**		**$9,391,512.19**

SECTION 00 52 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **D & E PLUMBING & HEATING, INC.** Address: **1112 N. Falcon Crest Court** **NIXA, MISSOURI 65714**	
Attention:		Attention: **Steve Eoff**	
Department:		Phone: **417-725-5300**	Fax: **417-725-5610**
Phone:	Fax:		

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

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

JOPLIN ARPA STORMWATER PROJECT – GROUP A

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws prior to September 30, 2026, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters

into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

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

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

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

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

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

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

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

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

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers'

Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the (additive) amounts of: 1) $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion for each project site, 2) $2000.00 per day for each and every calendar day that the contract remains uncompleted after September 30, 2026, and 6) $1,600.00 per day for each and every calendar day that railroad flagging is required for Site A beyond the 60 days included in the contract, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidders
g. Bid
h. Contractors Statement of Qualifications
i. Anti-Collusion Statement
j. Agreement
k. Notice of Award
l. Notice to Proceed
m. Performance Bond
n. Payment Bond (Labor and Materials)
o. General Conditions of Contract
p. Supplemental General Conditions
q. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of **Six Million Six Hundred Fifty-Eight Thousand Nine Hundred Seventy-Four Dollars and Ten Cents ($6,658,974.10) for the base bid, One Million Sixty-Two Thousand One Hundred Seventy-Seven Dollars and Ninety Cents ($1,062,177.90) for Add Alt D, Two Hundred Thousand Six Hundred Thirty-Eight Dollars and Sixty Cents ($200,638.60) for Add Alt 1, and a total contract amount of Seven Million Nine Hundred Twenty-One Thousand Seven Hundred Ninety Dollars and Sixty Cents ($7,921,790.60)**, said amount being subject to any approved addenda or change order.

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

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

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

enrollment in a federal work authorization program.

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Public Works Director

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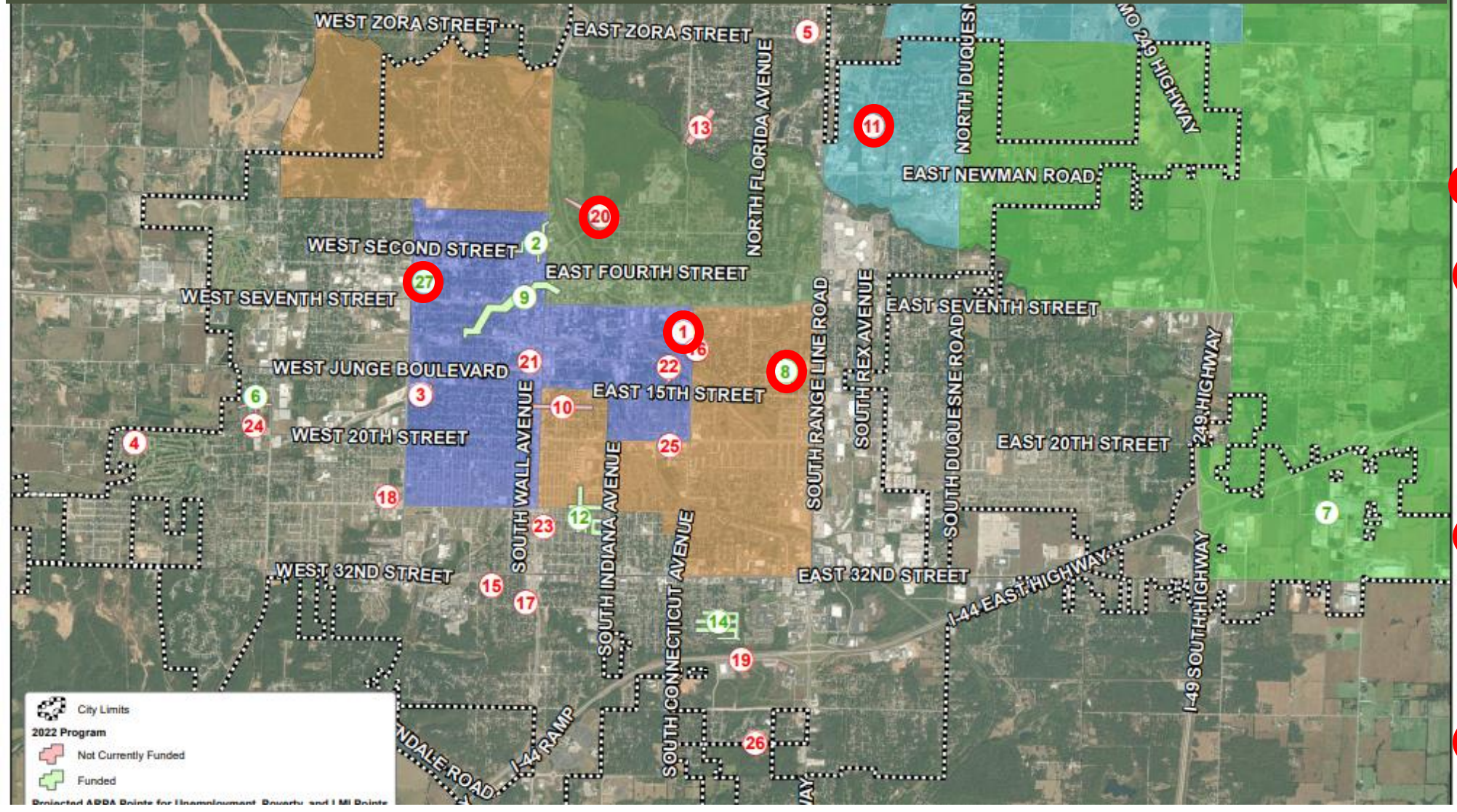
ARPA GRANT – STORMWATER PROJECT SITES



Joplin, MO

Stormwater Improvement Project Locations

1. Ninth Street and St. Louis Avenue
2. First Street and Joplin Avenue
3. 17th Street and Annie Baxter Avenue
4. Twin Hill Estates
5. Beale Street and Zora Street
6. 17th Street and Mina Avenue
7. 26th Street twin culverts
8. Texas Avenue
9. Old Willow Branch
10. 17th Street and Iowa Avenue
11. Ten Pin Lane
12. Durham Areas / Missouri Avenue
13. Euclid Avenue
14. Sunnyvale
15. 33rd Street and Jackson Avenue
16. Carolina cul-de-sac ditch
17. 34th Street and Joplin Avenue
18. 26th Street and McCoy Avenue
19. I-44 Culvert Addition
20. East Town
21. 12th Street and Wall Avenue
22. Massachusetts Avenue and Murphy Boulevar
23. Garvin Park ditch
24. Cleveland Court
25. 20th Street and Rhode Island Avenue
26. Colorado Drive
27. 5th Street and Porter Avenue

August 30, 2024

City of Joplin
Attn: Mr. Daniel Johnson
602 S Main Street
Joplin, MO 64801

Re: Joplin ARPA Group A Project
Joplin, Missouri – 2024
Olsson Project 023-00749

Mr. Johnson,

Bids for the above referenced project were received and opened on August 27, 2024. A total of five bids were submitted and have been reviewed.

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, D&E Plumbing & Heating Inc., in the amount of $6,658,974.10 for the base bid, $1,062,177.90 for Add Alt D, $200,638.60 for Add Alt 1, and a total contract amount of $7,921,790.60. Upon your approval, we will commence with the processing of the contract for the project.

Please do not hesitate to call with any questions, comments, or if any further information or documentation is required.

Sincerely,

Eric Shelton

550 E. St. Louis Street / Springfield, MO 65806
O 417.890.8802 / **olsson.com**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 372, Building Regulations

MEETING DATE
October 7, 2024

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Freeman's Landworx, LLC to remove the structures, and any remaining debris including foundation and footings located at 1016 W 19th St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 14, 2024. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 23, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on September 6, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$9,556.00
B&D Yardbuilders	$8,148.00
Freeman Landworx LLC	$6,150.00

FUNDING SOURCE
This item is covered by the State/City ARPA grant.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Freeman Landworx LLC for $6,105.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate
preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 372, Photograph of Property, Bid Tabulation

CLOSING DATE:	6-Sep-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of All Structures		LOCATION:	1016 W. 19th St.

COMPANY	BIDS
B & D Yardbuilders	$8,148.00
Big John's Heavy Equipment	$9,556.00
Freeman's Landworx, LLC	$6,105.00
Nelson's Enterprises	NO BID
USA Demolition	NO BID



COUNCIL BILL 2024-372
1016 W 19TH ST.







COUNCIL BILL NO. 2024-372 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Freeman Landworx LLC for the demolition of the structure(s) and clearing of a lot located at 1016 W 19TH St. in the City of Joplin, Missouri, for Six Thousand One Hundred Five dollars ($6,105.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Freeman Landworx LLC in the amount of Six Thousand One Hundred Five dollars ($6,105.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1016 W 19TH St.

Section 2. This item covered by the State/City ARPA grant.

ALL OF THE EAST 50 FEET OF LOT NUMBERED ONE HUNDRED NINE (109) IN SOUTH JOPLIN LAND COMPANY'S THIRD ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 373, Building Regulations

MEETING DATE
October 21, 2024

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Big Johns to remove the structures, and any remaining debris including foundation and footings located at 124 N Maple Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 3, 2024. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 23, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on September 6, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$4,102.00
B&D Yardbuilders	$4,250.00
Freeman Landworx LLC	$4,445.00

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

FUNDING SOURCE
These payments are included in the FY 2023-24 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Big Johns for $4,102.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 373, Photograph of Property, Bid Tabulation

CLOSING DATE:	6-Sep-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Demolition of All Structures		LOCATION:	124 N. Maple Ave.

COMPANY	BIDS
B & D Yardbuilders	$4,250.00
Big John's Heavy Equipment	$4,102.00
Freeman's Landworx, LLC	$4,445.00
Nelson's Enterprises	NO BID
USA Demolition	NO BID


Council Bill 2024-373
124 N. Maple
10/8/24


Council Bill 2024-373
124 N. Maple
10/8/24


Council Bill 2024-373
124 N. Maple
10/8/24

COUNCIL BILL NO. 2024-373 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of a lot located at 124 N Maple Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Two dollars ($4,102.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Big Johns in the amount of Four Thousand One Hundred Two dollars ($4,102.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 124 N Maple Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 124 N Maple Ave.

ALL OF LOT NUMBERED ONE HUNDRED NINTY-FIVE (195) IN PARKVIEW ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-455 – approving a Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society)

MEETING DATE
October 21, 2024

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2024-455 Humane Society Animal Sheltering Contract
CB2024-455 Supplemental Item Contract Redline Document

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

SUMMARY
This Council Bill authorizes an update to the 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. The current contract was approved by City Council and is dated October 25, 2023. This contract is renewed annually.

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 2.8% 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 Humane Society plans to implement a managed intake approach which involves the scheduling of non-urgent intake for owner surrenders for dogs and cats. The Society will no longer accept healthy free roaming cats, which is a change from previous practice. Managed intake will allow the Society to better manage the number of animals in its care. Additionally, the agreement defines the terms and hours of special animal care for injured or sick animals. The agreement does give the Society the ability to suspend services to the City of Joplin for owner surrenders and strays when the total capacity of animals at the Society reaches 90%. The Society plans to continue to accept animals being held on a bite quarantine, impounded pursuant to court proceeding or for the protection of the health or safety of the animal when the 90% suspension is implemented.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for the agreement is approximately $260,000.

The agreement period will be from November 1, 2024, through October 31, 2025. 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 to coincide with City fiscal year.

COUNCIL BILL NO. 2024-455 ORDINANCE NO.

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

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

WHEREAS, the Joplin Humane Society, Inc., has been the contracted animal shelter for the City of Joplin since 1975 and in calendar year 2023, did receive 3,261 animals from within the City of Joplin.

WHEREAS, it has been determined that by making certain changes to the current Agreement requested by the Humane Society will allow the Shelter to better manage, care for, and control the number of animals in its care.

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

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 _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____day of _____ 2024, 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: Subject to the terms, provisions, and restrictions of this Agreement, the AARC agrees to receive at its Shelter all live dogs, cats (except healthy free roaming cats) or other animals, excluding livestock and other farm animals, delivered to it by the City animal control officer (ACO) or other officials of City or residents of the City from and after the effective date of this Agreement; and agrees 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. No additional

duties or costs may be imposed upon AARC by City without appropriate compensation and in accordance with a written amendment of the Agreement.

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. JOPLIN OWNER SURRENDERS: AARC agrees to receive, all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City, without charge to residents of the City, but, subject to the charges and provisions of this Agreement. In order to regulate the number of animals received, AARC will schedule Joplin owner surrenders during normal AARC hours. City ACOs will not accept Owner surrenders in the field, unless the ACO is of the opinion that an exception must be made to this provision, due to the health or safety of the animal as documented by the ACO. In all other cases, the ACO will provide such Owner with contact information for AARC, so that the owner may schedule a time to surrender such animal to AARC. 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 AARC. Upon such notice, City residents shall pay the designated animal surrender fee

(which may be a reduced amount as determined by City, in which case City shall pay any difference) to AARC.

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

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

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of

fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

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

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

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the

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

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

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

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges. AARC shall accept injured animals delivered to it by City ACOs, during the hours of 9:00 am, through 5:30 pm, Monday through Friday (except national holidays) and will provide appropriate palliative and veterinarian care to said animals. The cost for such care shall be paid by the Owner if the Owner reclaims such animal, or if not, then by the City.

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri State Laboratory for rabies testing for a Thirty-Three and 92/100 ($33.92) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Ten and 58/100 ($10.58) dollars per animal.

(b) **Animal Sheltering Fee** of Nine and 93/100 ($9.93) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Nineteen and 08/100 ($19.08) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Fifteen and 05/100 ($15.05) dollars per animal.

(e) **Cremation Fee** of Nineteen and 28/100 ($19.28) Dollars or .63/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Six and 38/100 ($6.38) 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: AARC agrees to dedicate three dog runs in the AARC intake area, and three exterior dog runs near the intake area for City ACOs to routinely, throughout the day or night, place stray, quarantined or animals seized by judicial proceeding, which shall be deemed delivered to AARC. No owner surrender dogs shall be placed in these dedicated runs by City ACOs, unless necessary for the health or safety of the animal as documented by the ACO. Dogs placed in these runs may be moved to the long-term animal runs to keep the dedicated runs available for ACO animal delivery. AARC will exercise its best efforts to transfer these dogs into the other spaces of the Shelter. The goal is to keep these dedicated runs cleared of animals by the close of business

and again by the opening of business each day to assure adequate space for animals delivered to AARC. In the event AARC does not have space for such dogs in the regular runs, then AARC will not accept any further ACO delivery to the dedicated runs, until space is available in the Shelter.

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: The parties acknowledge that the mission of AARC is to receive and care for pets in its custody in a safe and healthy environment, and that the cooperation of City is key to allow AARC to achieve its mission.

Likewise, the goal of City is to provide safe, effective and humane animal control for its citizens. Thus, the City and AARC share the same goals and mission. However, the ability of AARC to provide services and care in accordance with its mission, and this Agreement, is limited by the capacity of the Shelter, which is 215 adult Dogs and 145 adult Cats. Upon AARC reaching 90% capacity of either dogs or cats, or both, AARC will provide written notice to City's Director of Health and Welfare, that at a date and time certain, AARC will suspend the intake of all animals (except quarantined animals or animals impounded pursuant to Court proceeding, or those animals whose immediate health and safety is contingent upon acceptance by AARC, with each such exception being documented by the ACO.) Upon the reduction of dogs and/or cats below 90% capacity, AARC will notify Joplin's Director of Health and Welfare of the reduction of animals below capacity and of AARC's ability to accept animals. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Executive Director and, the City Director of the Department of Health and Welfare, poses a threat to the level of care the Shelter provides to its animals, AARC shall have the right, upon 24 hours' notice, to suspend acceptance of all animals. In the event of a suspension of service and 24 hours notice is given, AARC will make every effort to accept animals stated in the exceptions listed in this section.

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 2024 and continue until October 31, 2025. 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 _____ 2024

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Nicholas Edwards City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this 16th day of October 2023, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

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

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

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

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

1. ~~GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.~~

1. GENERAL: Subject to the terms, provisions, and restrictions of this Agreement, the AARC agrees to receive at its Shelter all live dogs, cats (except healthy free roaming cats) or other animals, excluding livestock and other farm animals, delivered to it by the City animal control officer (ACO) or other officials of City or residents of the City from and after the effective date of this Agreement; and agrees 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. No additional duties or costs may be imposed upon AARC by City without appropriate compensation and in accordance with a written amendment of the Agreement.

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~~

3. JOPLIN OWNER SURRENDERS: AARC agrees to receive, all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City, without charge to residents of the City, but, subject to the charges and provisions of this Agreement. In order to regulate the number of animals received, AARC will schedule Joplin owner surrenders during normal AARC hours. City ACOs will not accept Owner surrenders in the field, unless the ACO is of the opinion that an exception must be made to this provision, due to the health or safety of the animal as documented by the ACO. In all other cases, the ACO will provide such Owner with contact information for AARC, so that the owner may schedule a time to surrender such animal to AARC. 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 AARC. Upon such notice, City residents shall pay the designated animal surrender fee (which may be a reduced amount as determined by City, in which case City shall pay any difference) to AARC.

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

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

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

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

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

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

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

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

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges-. AARC shall accept injured animals delivered to it by City ACOs, during the hours of 9:00 am, through 5:30 pm, Monday through Friday (except national holidays) and will provide appropriate palliative and veterinarian care to said animals. The cost for such care shall be paid

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by the Owner if the Owner reclaims such animal, or if not, then by the City.

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri State Laboratory for rabies testing for a ~~Thirty Three and 00/100 ($28.69~~) Thirty Three and 92/100 ($33.92)~~-~~ Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Ten and 58~~29~~/100 ($10.58~~29~~) dollars per animal.

(b) **Animal Sheltering Fee** of Nine and 93~~66~~/100 ($9.93~~66~~) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Nineteen ~~Eighteen~~ and 08~~56~~/100 ($19.08~~18.56~~) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Fifteen ~~Fourteen~~ and 05~~64~~/100 ($15.05~~14.64~~) dollars per animal.

(e) **Cremation Fee** of Nineteen ~~Eighteen~~ and 28~~75~~/100 ($19.28~~18.75~~) Dollars or .63/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Six and 38~~21~~/100 ($6.38~~21~~) dollars per small wild animal such as birds, squirrels, rabbits, rodents, or other small wild animals under 3 lbs. in weight.

(g) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month, in a format approved by the City. The City agrees to process all invoices by the end of the month presented provided such invoices are received by 10th of each month.

(i) The AARC agrees that the fee for services charged by AARC to City shall be the same fee charged for like services to other governmental entities that have a contract with AARC; although for convenience, flat fees may be charged to other governmental entities. The calculation utilized by AARC to arrive at a flat fee for such government entities shall be the same calculations utilized by AARC to arrive at the fee charged to City for such services.

13. INDEPENDENT CONTRACTOR: It is expressly understood that the AARC is, in all respects, an independent contractor, and the only liability of the City created by the terms of this Agreement is the obligation to pay the AARC for services rendered as hereinabove set forth. The AARC shall carry and provide the City with

evidence of liability insurance coverage in an amount of at least $500,000 per person, and $1,000,000 per occurrence, and AARC shall indemnify and hold City harmless for any other claim caused by the actions of the AARC. The AARC agrees to add the City as an additional insured on its comprehensive general liability insurance policy provided City pays any additional premium charged. Such policy shall provide that it may not be cancelled without ten (10) day's advance written notice.

14. WORK AUTHORIZATION: If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

15. ~~DEDICATED DOG RUNS: The AARC agrees to dedicate sufficient dog runs (at a minimum three) necessary for the City Animal Control Staff to routinely, throughout the day or night, place dogs delivered to the AARC. Dogs placed in these runs are to be frequently moved to other long-term animal runs to keep these dedicated runs free for regular animal delivery. These dedicated runs will be cleared of animals by the close of business and again by the open of business each day to assure adequate space for animals delivered to the AARC.~~

DEDICATED DOG RUNS: AARC agrees to dedicate three dog runs in the AARC intake area, and three exterior dog runs near the intake area for City ACOs to routinely, throughout the day or night, place stray, quarantined or animals seized by judicial proceeding, which shall be deemed delivered to AARC. No owner surrender dogs shall be placed in these dedicated runs by City ACOs, unless necessary for the health or safety of the animal as documented by the ACO Dogs

placed in these runs may be moved to the long-term animal runs to keep the dedicated runs available for ACO animal delivery. AARC will exercise its best efforts to transfer these dogs into the other spaces of the Shelter. The goal is to keep these dedicated runs cleared of animals by the close of business and again by the opening of business each day to assure adequate space for animals delivered to AARC. In the event AARC does not have space for such dogs in the regular runs, then AARC will not accept any further ACO delivery to the dedicated runs, until space is available in the Shelter.

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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.~~

RIGHT OF AARC TO SUSPEND SERVICES: The parties acknowledge that the mission of AARC is to receive and care for pets in its custody in a safe and healthy environment, and that the cooperation of City is key to allow AARC to achieve its mission. Likewise, the goal of City is to provide safe, effective and humane animal control for its citizens. Thus, the City and AARC share the same goals and mission. However, the ability of AARC to provide services and care in accordance with its mission, and this Agreement, is limited by the capacity of the Shelter, which is 215 adult Dogs and 145 adult Cats. Upon AARC reaching 90% capacity of either dogs or cats, or both, AARC will provide written notice to City's Director of Health and Welfare, that at a date and time certain, AARC will suspend the intake of all animals (except quarantined animals or animals impounded pursuant to Court proceeding, or those animals whose immediate health and safety is contingent upon acceptance by AARC, with each such exception being documented by the ACO.) Upon the reduction of dogs and/or cats below 90% capacity, AARC will notify Joplin's Director of Health and Welfare of the

reduction of animals below capacity and of AARC's ability to accept animals. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Executive Director and, the City Director of the Department of Health and Welfare, poses a threat to the level of care the Shelter provides to its animals, AARC it shall have the right, upon 24 hours' notice, to suspend acceptance of all animals. In the event of a suspension of service and 24 hours notice is given, AARC will make every effort to accept animals stated in the exceptions listed in this section.

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 20242023 and continue until October 31, 20252024. 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 _____ 20242023

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Nicholas Edwards City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-456 – approving a 2.8% CPI increase to the fee schedule charged to the City of Joplin (City).

MEETING DATE
October 21, 2024

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2024-456 Council Bill

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.
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SUMMARY
This Council Bill authorizes a 2.8% 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 $33.00 to $33.92
- Animal Intake and Tracking Fee $10.29 to $10.58
- The per day care charge for impoundment for dogs or cats $9.66 to $9.93
- The per day quarantine charge for dogs and cats $18.56 to$19.08
- Animal euthanasia fee $14.64 to $15.05
- Animal cremation fee $18.75 to $19.28
- Small animal cremation fee $6.21 to $6.38

The fees would become effective November 1, 2024

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. 2024-456 ORDINANCE NO.

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

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

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for annual increases in sheltering costs and the parties are in agreement with the proposed changes and

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

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of the article:

(1) First redemption of animal within 12 months	$15.00
(2) Each subsequent redemption of same animal within the preceding 12 months and additional	$15.00

(b) The following additional fees set herein shall be charged to the public, on a per animal basis, for various services provided by the Joplin Humane Society, Inc. and shall be modified in accordance with the contract between the city and the Joplin Humane Society, Inc., a copy of the same being on file in the office of the city clerk:

(1) Animal Intake and Tracking Fee	$10.58
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$9.93
(3) Quarantine Fee for each day or fraction thereof	$19.08
(4) Euthanasia Fee	$15.05
(5) Cremation Fee	$19.28
(6) Small Animal Cremation Fee	$6.38
(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, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____ day of _____, 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-457 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City) to provide maternal child health services.

MEETING DATE
October 21, 2024

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2024-457 Council Bill; Missouri Department of Health and Senior Services Contract for Maternal Child Health Services.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide maternal child health services. The City Council has previously approved similar annual contracts.

BACKGROUND
This is the fourth year of a five-year contract work plan that was developed to address a priority health issue for the maternal and child health population in the City of Joplin. The priority health issue of focus is reducing unintentional injuries among children and adolescents. As part of the work plan, City staff will work with other community health partners, agencies and organizations in activities that will lead to improved health of children ages one to nineteen focused on motor vehicle injuries.

These activities include promotion of educational materials on healthy living and advocacy for reducing death and injury due to motor vehicle accidents. Additionally, partnerships will be developed with area stakeholders to increase the efficiency and effectiveness in reducing unintentional injuries in the target population of youth and adolescents.

The period for this agreement is October 1, 2024, through September 30, 2025 and the total anticipated reimbursement from this agreement is up to $34,890.01. 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 and prevent delay of contract for invoicing purposes.

COUNCIL BILL NO. 2024-457 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, 2024 and running through September 30, 2025, for the amount of up to Thirty Four Thousand, Eight Hundred Ninety Dollars and one Cents ($34,890.01), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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 maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

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 of contract and use of funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of October, 2024, by a vote of

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

RECEIVED
SEP 3 0 2024

Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is an agreement between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page.
2. Return the agreement to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102 OR
Email: Procurement@health.mo.gov

Also, please forward the enclosed Annual Subrecipient Information Form (ASIF) to the appropriate person within your organization. It explains the process for completion.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the agreement will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Paula F. Nickelson
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

12/29/2023

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

Tracking #	**Contract Title:**	
51095	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2021	9/30/2025	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
DH220051095		05

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

AMENDMENT #05 TO CONTRACT DH220051095

CONTRACT TITLE: Maternal Child Health Services

CONTRACT PERIOD: October 1, 2024 through September 30, 2025

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

1.1 The contract amount shall not exceed $34,890.01 for the period of October 1, 2024 through September 30, 2025.

In addition, the Department of Health and Senior Services, desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 2.3 in its entirety and replace with revised Section 2.3 as follows:

   2.3 Joint submission of a FFY2022-2026 contract work plan is allowable for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a work plan used within the scope of work and guidance for the contract. The glossary is posted here: https://clphs.health.mo.gov/lphs/mch-services-program/contractresources/pdf/glossary-for-the-mch-services-contract.pdf and is incorporated by reference as if fully set forth herein.

2. Delete Section 4.1 in its entirety and replace with revised Section 4.1 as follows:

   4.1. Refer to the Glossary for the Maternal Child Health (MCH) Services Contract as reference for clarification of terminology used within the scope of work for the contract. The glossary is posted here: https://clphs.health.mo.gov/lphs/mch-services-program/contractresources/pdf/glossary-for-the-mch-services-contract.pdf.

3. Delete Section 8.2 in its entirety and replace with revised Section 8.2 as follows:

   8.2 The Contractor shall invoice the Department on the Vendor Request for Payment form and the Invoicing Tool worksheet. The Invoicing Tool worksheet will be sent via email to the LPHA. The Vendor Request for payment form (DH-38) can be found here: https://health.mo.gov/forms/pdf/dh-38.pdf. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

4. Delete Section 15.2.1 in its entirety and replace with revised Section 15.2.1 as follows:

15.2.1 "This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, subaward amount and percentage financed with nongovernmental sources)". This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government. The publicity statement can be found here: https://clphs.health.mo.gov/lphs/mch-services-program/contractresources/pdf/title-v-mch-contract-publicity-statement-for-lpha-contractors.pdf.

10. Delete Attachment E in its entirety and replace with revised Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

Joplin City Health Department			
Completed By:	Misty Hammer	Date:	8/2/2024
Contact Email:	mhammer@joplinmo.org	Phone #:	417-623-6122 ext 1289

FFY2025 Maternal Child Health Services Contract Budget

Section A

Total Allowed Contract Amount	60% or more	40% or less	TOTAL
Minimum/Maximum Budget	20,934.01	13,956.00	34,890.01
Planned Budget	26,576.00	8,314.01	34,890.01
Operational Expenses	26,576.00	8,314.01	34,890.01
Personnel Services	19,000.00	5,500.00	24,500.00
Fringe Benefits	5,000.00	2,814.01	7,814.01
Travel	576.00	0.00	576.00
Supplies	2,000.00	0.00	2,000.00
Other			0.00
Equipment			0.00
Rental/Lease Costs			0.00
Total Contractual	0.00	0.00	0.00
Subcontract #1			
Subcontract #2			
Subcontract #3			
Subcontract #4			
Subcontract #5			
Total Direct Costs	**26,576.00**	**8,314.01**	**34,890.01**
Indirect (Administrative Cost) 0%	**0.00**	**0.00**	**0.00**
MCH Contract Total	**26,576.00**	**8,314.01**	**34,890.01**
Surplus/Deficit	0.00	0.00	0.00

Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A

Indirect Computation		
Operational Expenses	26,576.00	8,314.01
Contractual	0.00	0.00
Subcontract #1	0.00	0.00
Subcontract #2	0.00	0.00
Subcontract #3	0.00	0.00
Subcontract #4	0.00	0.00
Subcontract #5	0.00	0.00

Operational Expenses Before Indirect

60% or more	40% or less	TOTAL
26,576.00	8,314.01	34,890.01

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 #	51095	**State:** 0%	$0.00	**Federal:** 100%	$139,792.03
Contract Title:	MATERNAL CHILD HEALTH SERVICES				
Contract Start:	10/1/2021	**Contract End:** 9/30/2025	**Amend#:** 05	**Contract #:**	DH220051095
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.994 **Research and Development:** N
CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award: 1B04MC40144-01, 6B04MC40144-01
Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year: 2021 **DHSS #:** 21MCH **Federal Obligation:** $32,584.72

CFDA: 93.994 **Research and Development:** N
CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award: 1B04MC45226-01, 6B04MC45226-01
Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year: 2022 **DHSS #:** 22MCH **Federal Obligation:** $0.00

CFDA: 93.994 **Research and Development:** N
CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award: 1B04MC47428-01
Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year: 2023 **DHSS #:** 23MCH **Federal Obligation:** $72,317.30

CFDA: 93.994 **Research and Development:** N
CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award: 6B04MC52935-01
Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year: 2024 **DHSS #:** 24MCH **Federal Obligation:** $34,890.01

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

Project Description:

The purpose of this contract is to support a leadership role for Local public health agencys at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children access to quality services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-511 – Approving a renewal agreement with Symetra to provide life insurance for city employees

MEETING DATE
October 21, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-511 Ordinance; Exhibit "A" Symetra Renewal

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the continuation of life insurance coverage for city employees effective on January 1, 2025.

BACKGROUND
In February of 2020, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March of that year. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period beginning on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

In 2020, Symetra provided a three-year rate guarantee. However, the City has experienced losses greater than normal and as such, there is an increase for 2025 coverage. Currently, the monthly cost per $1,000 of salary is $.167, which will increase to $.187 per $1,000 of annual salary for employees. However, there will be no increase in supplemental life insurance rates. The provisions of this insurance coverage will remain the same as the current benefit.

The anticipated total annual cost for the City benefit is approximately $82,000.00, which is a projected annual increase of about $9,800.00. This rate will be good for 2025. All lines of health insurance related benefits will go out to bid during 2025 for the 2026 calendar year.

FUNDING SOURCE
This item is included in all funds based on payroll.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis because open enrollment occurs in early November.

COUNCIL BILL NO. 2024-511 **ORDINANCE NO.**

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

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

Section 1. That the Renewal Agreement by and between the City of Joplin, Missouri and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Symetra Life Insurance Company
Mailing Address: P.O. Box 34690
Seattle, WA 98124-1690

Phone: (800) 426-7784
Fax: (866) 348-0058
TT/TTY (800) 833-6388 (Deaf/HH only)

Leslie Haase
City of Joplin
602 South Main Street
Joplin, MO 64801

Re: Policy 01-016842-00
January 01, 2025

Dear Policyholder:

This letter contains the results of our annual review of your group insurance coverages. We have evaluated your rates using current census data and your plan's experience.

The increase to your group Basic Life Disability Insurance coverage is due to unfavorable experience. The loss ratio is 189%, which is well above our target loss ratio of 79%.

Effective 1/1/25 your renewal rates/fees are as follows:

	Lives	Volume	Current Rate/Fee	Renewal Rate/Fee
Basic Employee Life	556	$40,900,500.00	$0.147	$0.167
Basic Employee AD&D	556	$40,900,500.00	$0.020	$0.020
Supplemental Employee Life	398	$19,681,000.00	Step-rates*	Step-rates*
Supplemental Spouse Life	186	$4,641,500.00	Step-rates*	Step-rates*
Supplemental Child Life	181	$1,810,000.00	$0.070	$0.070

	Current Monthly Premium/Fees	Renewal Monthly Premium/Fees	Percent Change
Basic Employee Life	$6,012.37	$6,830.38	**14%**
Supplemental Employee Life	$3,848.57	$3,848.57	**0%**
Supplemental Spouse Life	$902.82	$902.82	**0%**
Supplemental Child Life	$126.70	$126.70	**0%**

Symetra® is a registered service mark of Symetra Life Insurance Company.

- Life rates are based on per $1,000
- AD&D rates are based on per $1,000

In an effort to ensure the accuracy of your bill, our system will be automatically updated to reflect the above rate action 31 days prior to the policy renewal date if Symetra does not receive communication of acceptance, termination, or rate review request.

If you have any questions regarding this renewal information, please contact me or Segal Consulting. We appreciate the opportunity to provide this insurance coverage and look forward to many more years of continued service to you.

Sincerely,

Ron Stelter
Account Manager
(312) 519-9010
Symetra

8/30/2024

cc: Segal Consulting

Symetra® is a registered service mark of Symetra Life Insurance Company.

SYMETRA LIFE INSURANCE COMPANY
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

PREMIUM RATE NOTICE

Policy Number: 01-016842-00

Policyholder: City of Joplin

Effective Date of Premium Rates/Fees: January 01, 2025

Coverage/Service	**Monthly Rate/Fee**
Basic Employee Life	$0.167
Basic Employee AD&D	$0.020
Supplemental Employee Life	Step-rates*
Supplemental Spouse Life	Step-rates*
Supplemental Child Life	$0.070

- Life rates are based on per $1,000
- AD&D rates are based on per $1,000

Supplemental Employee Life Step-rates are as follows:

	Current:	**Renewal:**
Age	**Rate per $1,000**	**Rate per $1,000**
< 25	$0.050	$0.050
25-29	$0.050	$0.050
30-34	$0.050	$0.050
35-39	$0.080	$0.080
40-44	$0.100	$0.100
45-49	$0.150	$0.150
50-54	$0.230	$0.230
55-59	$0.430	$0.430
60-64	$0.660	$0.660
65-69	$1.110	$1.110
70-74	$1.670	$1.670
75 +	$2.060	$2.060

Supplemental Spouse Life Step-rates are as follows:

	Current:	Renewal:
Age	**Rate per $1,000**	**Rate per $1,000**
< 25	$0.050	$0.050
25-29	$0.050	$0.050
30-34	$0.050	$0.050
35-39	$0.080	$0.080
40-44	$0.100	$0.100
45-49	$0.150	$0.150
50-54	$0.230	$0.230
55-59	$0.430	$0.430
60-64	$0.660	$0.660
65-69	$1.110	$1.110
70-74	$1.670	$1.670
75 +	$2.060	$2.060

Rates/Fees will be guaranteed until 1/1/26 unless there is a change in benefits, eligibility, or an Associated Company is added.

Any policy issued in the State of New York is insured and underwritten by First Symetra National Life Insurance Company of New York, a New York-licensed insurer. Any policy issued in any state other than the State of New York is insured and underwritten by Symetra Life Insurance Company, an Iowa-domiciled insurer that is licensed in all states except New York.



BY: Margaret Meister, President

Date: August 30, 2024

Instructions: (1) Use these rates beginning on the effective date shown above.
(2) Retain this Premium Rate Notice with your policy.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-512 – Approving a renewal agreement with Eye Med to provide vision insurance for city employees

MEETING DATE
October 21, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-512 Ordinance; Exhibit "A" Eye Med Renewal

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the continuation of vision insurance coverage for city employees effective on January 1, 2025.

BACKGROUND
In February of 2020, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March of that year. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period beginning on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

In 2020, Eye Med provided a four-year rate guarantee. Eye Med has given a renewal option with no change in cost or benefits. Vision insurance is 100% voluntary, employee paid coverage. This rate will be good for 2025. All lines of health insurance related benefits will go out to bid during 2025 for the 2026 calendar year.

FUNDING SOURCE
This item is included in all funds based on payroll.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis because open enrollment occurs in early November.

COUNCIL BILL NO. 2024-512 **ORDINANCE NO.**

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

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

Section 1. That the Renewal Agreement by and between the City of Joplin, Missouri and Eye Med to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Renewal options

	Rate Impact
Current Benefit	
As-is (maintain current network, benefits, and rates): EE Only: **$5.33** Employee + Spouse: **$10.12** Employee + Children: **$10.65** Employee + Family: **$15.65**	**0%**
Additional options menu- $150 Frame	
Increase Frame Allowance from $130 to $150 EE: **$6.14** EE+ Spouse: **$11.66** EE + Child: **$10.65** EE + Family: **$18.04**	-
Additional options menu- Adding Eye360	
$0 Exam & $180 Frame Allowance at Plus Providers. EE: **$5.78** EE+ Spouse: **$10.98** EE + Child: **$11.56** EE + Family: **$16.98**	-

Confidential Notice: This document contains proprietary information and is for the sole use of the intended recipient(s). Disclosure or distribution to and review or use by any unauthorized Luxottica EyeMed associate(s) and external parties is prohibited.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-513 – Approving the updated Salary Administration Plan for Classified and Unclassified positions by adding the newly created positions of Permit Technician, Right-of-Way Technician, and Right-of-Way Manager and approving wage adjustments for certain City Council Employees

MEETING DATE
October 21, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-513 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 updated Salary Administration Plan for Classified and Unclassified positions by adding the newly created positions of Permit Technician, Right-of-Way Technician and Right-of-Way Manager. This Council Bill also approves wages adjustments for certain City Council Employees.

BACKGROUND
During the budget work sessions, City Council informally approved the new positions of Permit Technician, Right-of-Way Technician, and Right-of-Way Manager. These positions have been placed in the Salary Administration Plan accordingly. City Council has also granted a two and one-half (2.5%) percent wage adjustment to the City Clerk, the Municipal Judge and the Public Defender as council employees. These changes are effective on November 1, 2024 for the 2025 fiscal year.

FUNDING SOURCE
This item is included in the adopted fiscal year 2025 budget.

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

COUNCIL BILL NO. 2024-513 ORDINANCE NO.

AN ORDINANCE adopting an updated step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; adopting wage adjustments for certain City Council Employees and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2024-012 on January 2, 2024; and,

WHEREAS, the City Council desires to add newly created positions of Permit Technician, Right-of-Way Technician, and Right-of-Way Manager to the approved City Salary Administration Plan effective November 1, 2024; and,

WHEREAS, the City Council desires to grant wage adjustments to certain City Council Employees; 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, 2024, 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 2024-2025, 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 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That the Annual Salary for the City Clerk, Municipal Judge, and the Public Defender be increased by two and one-half (2.5%) percent.

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 _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2024

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
N1	Cook	$ 13.923	$ 14.271	$ 14.628	$ 14.994	$ 15.368	$ 15.753	$ 16.146	$ 16.550	$ 16.964	$ 17.388	$ 17.823	$ 18.268	$ 18.725	$ 19.193	$ 19.673	$ 20.165	$ 20.669	
	Court Assistant I	$ 28,960	$ 29,684	$ 30,426	$ 31,187	$ 31,966	$ 32,765	$ 33,585	$ 34,424	$ 35,285	$ 36,167	$ 37,071	$ 37,998	$ 38,948	$ 39,921	$ 40,919	$ 41,942	$ 42,991	
	Custodian																		
	Transit Dispatcher																		
N2	Administrative Assistant	$ 15.037	$ 15.413	$ 15.798	$ 16.193	$ 16.598	$ 17.013	$ 17.438	$ 17.874	$ 18.321	$ 18.779	$ 19.248	$ 19.730	$ 20.223	$ 20.728	$ 21.247	$ 21.778	$ 22.322	
	Breastfeeding Peer Counselor Coordinator	$ 31,277	$ 32,059	$ 32,860	$ 33,682	$ 34,524	$ 35,387	$ 36,271	$ 37,178	$ 38,108	$ 39,060	$ 40,037	$ 41,038	$ 42,064	$ 43,115	$ 44,193	$ 45,298	$ 46,430	
	Court Compliance Officer I																		
	Laborer I																		
	Police Services Assistant																		
	Tourism Assistant																		
	Transit Driver I																		
	Utility Locator																		
	Wastewater Laboratory Assistant																		
	WIC Certifier																		
N3	Automotive Service Worker	$ 16.240	$ 16.646	$ 17.062	$ 17.488	$ 17.926	$ 18.374	$ 18.833	$ 19.304	$ 19.787	$ 20.281	$ 20.788	$ 21.308	$ 21.841	$ 22.387	$ 22.946	$ 23.520	$ 24.108	
	Court Assistant II	$ 33,779	$ 34,623	$ 35,489	$ 36,376	$ 37,285	$ 38,218	$ 39,173	$ 40,152	$ 41,156	$ 42,185	$ 43,240	$ 44,321	$ 45,429	$ 46,564	$ 47,728	$ 48,922	$ 50,145	
	Engineering Assistant																		
	Laborer II																		
	Permit Technician																		
	Recreation Leader																		
	Transit Driver II																		
N4	Accounting Specialist	$ 17.539	$ 17.977	$ 18.427	$ 18.888	$ 19.360	$ 19.844	$ 20.340	$ 20.848	$ 21.370	$ 21.904	$ 22.451	$ 23.013	$ 23.588	$ 24.178	$ 24.782	$ 25.402	$ 26.037	
	Airport Operations Worker	$ 36,481	$ 37,393	$ 38,328	$ 39,286	$ 40,268	$ 41,275	$ 42,307	$ 43,365	$ 44,449	$ 45,560	$ 46,699	$ 47,866	$ 49,063	$ 50,290	$ 51,547	$ 52,835	$ 54,156	
	Assistant City Clerk																		
	Communications Specialist																		
	Court Compliance Officer II																		
	Crime Analyst/Accreditation Coordinator																		
	CVB Marketing Specialist																		
	Engineering Technician																		
	Equipment Operator																		
	Evidence Technician																		
	HR Specialist																		
	Interactive Communications Specialist																		
	Legal Specialist																		
	Neighborhood Improvement Officer																		
	Park Ranger																		
	Parks Caretaker																		
	Public Safety Communications Operator I																		
	Recreation Coordinator																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2024

* - 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)
	Right-of-Way Technician																		
	Transit Driver III																		
	Wastewater Laboratory Technician																		
	Wastewater Plant Operator																		
	Wastewater Plant Utility Worker																		
N10	Airport Police Officer	$ 19.293	$ 19.775	$ 20.270	$ 20.776	$ 21.296	$ 21.828	$ 22.374	$ 22.933	$ 23.506	$ 24.094	$ 24.697	$ 25.314	$ 25.947	$ 26.595	$ 27.260	$ 27.942	$ 28.640	
	Animal Control Officer	$ 40,129	$ 41,132	$ 42,161	$ 43,215	$ 44,295	$ 45,402	$ 46,538	$ 47,701	$ 48,893	$ 50,116	$ 51,369	$ 52,653	$ 53,969	$ 55,318	$ 56,701	$ 58,119	$ 59,572	
	Building Inspector																		
	Building Maintenance Technician																		
	Construction Inspector																		
	Detention Officer																		
	Environmental Public Health Specialist I																		
	Executive Asst/Secretary to City Manager																		
	Heavy Equipment Operator																		
	Parks Facilities Maintenance Technician																		
	Public Safety Communications Operator II																		
	Traffic, Markings and Sign Technician																		
N11	Automotive Technician II	$ 21.222	$ 21.753	$ 22.297	$ 22.854	$ 23.425	$ 24.011	$ 24.611	$ 25.226	$ 25.857	$ 26.504	$ 27.166	$ 27.845	$ 28.541	$ 29.255	$ 29.986	$ 30.736	$ 31.504	
	Communications Technician	$ 44,142	$ 45,246	$ 46,377	$ 47,536	$ 48,725	$ 49,943	$ 51,191	$ 52,471	$ 53,783	$ 55,127	$ 56,506	$ 57,918	$ 59,366	$ 60,850	$ 62,372	$ 63,931	$ 65,529	
	Environmental Public Health Specialist II																		
	GIS Technician																		
	Lead Animal Control Officer																		
	Lead Building Inspector																		
	Lead Case Investigator/Contact Tracer																		
	Lead Cemetery Caretaker																		
	Lead Parks Caretaker																		
	Nutritionist I																		
	Project Coordinator																		
	Property Negotiator/Appraiser																		
	Traffic Signal Technician																		
	Wastewater Plant Technician																		
	Wastewater Pretreatment Technician																		
N20	Airport Operations Supervisor	$ 22.283	$ 22.840	$ 23.411	$ 23.997	$ 24.597	$ 25.211	$ 25.842	$ 26.488	$ 27.150	$ 27.829	$ 28.524	$ 29.238	$ 29.969	$ 30.718	$ 31.486	$ 32.273	$ 33.080	$ 33.907
	Chief Wastewater Plant Operator	$ 46,349	$ 47,508	$ 48,696	$ 49,913	$ 51,161	$ 52,440	$ 53,751	$ 55,095	$ 56,472	$ 57,884	$ 59,331	$ 60,814	$ 62,334	$ 63,893	$ 65,490	$ 67,127	$ 68,806	$ 70,526
	Chief Wastewater Plant Technician																		
	Community Health Planner/Educator																		
	Jail Shift Supervisor																		
	Nutritionist II																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
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EFFECTIVE NOVEMBER 1, 2024
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	Transit Driver Supervisor																		
	Utility Billing Supervisor																		
	Wastewater Laboratory Supervisor																		
	Wellness Coordinator																		
N21	Accountant I (E)	$ 24.512	$ 25.124	$ 25.752	$ 26.396	$ 27.056	$ 27.733	$ 28.426	$ 29.137	$ 29.865	$ 30.612	$ 31.377	$ 32.161	$ 32.965	$ 33.789	$ 34.634	$ 35.500	$ 36.388	$ 37.297
	Community Health Nurse (E)	$ 50,984	$ 52,259	$ 53,565	$ 54,904	$ 56,277	$ 57,684	$ 59,126	$ 60,604	$ 62,119	$ 63,672	$ 65,264	$ 66,896	$ 68,568	$ 70,282	$ 72,039	$ 73,840	$ 75,686	$ 77,578
	Fire Apparatus Fleet Manager																		
	IT Analyst																		
	Land Surveyor																		
	Planner																		
	Plans Reviewer																		
	Public Safety Communications Supervisor																		
	Recycling Coordinator (E)																		
	Right-of-Way Manager																		
	Wastewater Pretreatment Inspector																		
N22	Accountant II (E)	$ 26.963	$ 27.637	$ 28.328	$ 29.036	$ 29.762	$ 30.506	$ 31.269	$ 32.050	$ 32.851	$ 33.673	$ 34.515	$ 35.377	$ 36.262	$ 37.168	$ 38.098	$ 39.050	$ 40.026	$ 41.027
	Assistant CVB Director/Director of Sales (E)	$ 56,083	$ 57,485	$ 58,922	$ 60,395	$ 61,905	$ 63,452	$ 65,039	$ 66,664	$ 68,331	$ 70,039	$ 71,790	$ 73,585	$ 75,425	$ 77,310	$ 79,243	$ 81,224	$ 83,255	$ 85,336
	Building Maintenance Supervisor (E)																		
	Communications Technician Manager																		
	Fleet Maintenance Supervisor (E)																		
	Golf Course Professional (E)																		
	HR Safety Manager (E)																		
	Jail Administrator (E)																		
	Neighborhood Improvement Supervisor (E)																		
	Regional Response Planner																		
	Transportation Coordinator (E)																		
N23	Assistant Wastewater Plant Superintendent (E)	$ 29.659	$ 30.400	$ 31.161	$ 31.940	$ 32.738	$ 33.556	$ 34.395	$ 35.255	$ 36.137	$ 37.040	$ 37.966	$ 38.915	$ 39.888	$ 40.885	$ 41.907	$ 42.955	$ 44.029	$ 45.130
	Athletic Facilities Superintendent (E)	$ 61,691	$ 63,233	$ 64,814	$ 66,434	$ 68,095	$ 69,797	$ 71,542	$ 73,331	$ 75,164	$ 77,043	$ 78,969	$ 80,944	$ 82,967	$ 85,041	$ 87,167	$ 89,347	$ 91,580	$ 93,870
	Cemetery Superintendent (E)																		
	Emergency Management Coordinator (E)																		
	Financial Analyst (E)																		
	Golf Course Superintendent (E)																		
	Infrastructure Maintenance Supervisor (E)																		
	Medical Services Coordinator (E)																		
	Museum Curator (E)																		
	Network Administrator																		
	Parks Superintendent (E)																		
	Public Information Officer (E)																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
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	Public Safety Communications Manager (E)																		
	Webmaster (E)																		
	WIC Services Coordinator (E)																		
N24	Airport Manager (E)	$ 32.625	$ 33.441	$ 34.277	$ 35.133	$ 36.012	$ 36.912	$ 37.835	$ 38.781	$ 39.750	$ 40.744	$ 41.763	$ 42.807	$ 43.877	$ 44.974	$ 46.098	$ 47.251	$ 48.432	$ 49.643
	Assistant City Prosecutor (E)	$ 67,860	$ 69,556	$ 71,295	$ 73,078	$ 74,905	$ 76,777	$ 78,697	$ 80,664	$ 82,681	$ 84,748	$ 86,866	$ 89,038	$ 91,264	$ 93,546	$ 95,884	$ 98,281	$ 100,738	$ 103,257
	Capital Improvement Project Manager (E)																		
	Chief Building Official (E)																		
	Civil Engineer I (E)																		
	Infrastructure Superintendent (E)																		
	Police Captain (E)																		
	Wastewater Plant Superintendent (E)																		
N30	Assistant Director of Health (E)	$ 35.887	$ 36.785	$ 37.704	$ 38.647	$ 39.613	$ 40.603	$ 41.618	$ 42.659	$ 43.725	$ 44.818	$ 45.939	$ 47.087	$ 48.265	$ 49.471	$ 50.708	$ 51.976	$ 53.275	$ 54.607
	Assistant Director of Planning, Development (E)	$ 74,646	$ 76,512	$ 78,425	$ 80,385	$ 82,395	$ 84,455	$ 86,566	$ 88,730	$ 90,949	$ 93,222	$ 95,553	$ 97,942	$ 100,390	$ 102,900	$ 105,473	$ 108,109	$ 110,812	$ 113,582
	Assistant Director of Public Works-Operations (E)																		
	Assistant Finance Director (E)																		
	Assistant Parks Director (E)																		
	City Prosecutor (E)																		
	Civil Engineer II (E)																		
	Deputy Fire Chief (E)																		
N40	Assistant City Attorney (E)	$ 39.476	$ 40.463	$ 41.475	$ 42.512	$ 43.574	$ 44.664	$ 45.780	$ 46.925	$ 48.098	$ 49.300	$ 50.533	$ 51.796	$ 53.091	$ 54.418	$ 55.779	$ 57.173	$ 58.603	$ 60.068
	Assistant Director of Public Works-Engineering (E)	$ 82,110	$ 84,163	$ 86,267	$ 88,424	$ 90,635	$ 92,900	$ 95,223	$ 97,603	$ 100,044	$ 102,545	$ 105,108	$ 107,736	$ 110,429	$ 113,190	$ 116,020	$ 118,920	$ 121,893	$ 124,941
	Assistant Police Chief (E)																		
	* CVB Director (E)																		
	* Director of Communications (E)																		
	* Municipal Court Administrator (E)																		
N41	* Community Health Director (E)	$ 43.424	$ 44.509	$ 45.622	$ 46.763	$ 47.932	$ 49.130	$ 50.358	$ 51.617	$ 52.908	$ 54.230	$ 55.586	$ 56.976	$ 58.400	$ 59.860	$ 61.357	$ 62.891	$ 64.463	$ 66.074
	* Director of IT (E)	$ 90,321	$ 92,579	$ 94,894	$ 97,266	$ 99,698	$ 102,190	$ 104,745	$ 107,364	$ 110,048	$ 112,799	$ 115,619	$ 118,510	$ 121,472	$ 124,509	$ 127,622	$ 130,812	$ 134,083	$ 137,435
	* Director of Planning, Development and NI (E)																		
	* Finance Director (E)																		
	* Fire Chief (E)																		
	* HR Director/Risk Manager (E)																		
	* Parks & Recreation Director (E)																		
N42	* Assistant City Manager (E)	$ 47.766	$ 48.960	$ 50.184	$ 51.439	$ 52.725	$ 54.043	$ 55.394	$ 56.779	$ 58.198	$ 59.653	$ 61.145	$ 62.673	$ 64.240	$ 65.846	$ 67.492	$ 69.180	$ 70.909	$ 72.682
	* Police Chief (E)	$ 99,354	$ 101,837	$ 104,383	$ 106,993	$ 109,668	$ 112,409	$ 115,220	$ 118,100	$ 121,053	$ 124,079	$ 127,181	$ 130,361	$ 133,620	$ 136,960	$ 140,384	$ 143,894	$ 147,491	$ 151,178
	* Public Works Director (E)																		

CITY OF JOPLIN

EXHIBIT "A"-SALARY ADMINISTRATION PLAN

FOR CLASSIFIED AND UNCLASSIFIED POSITIONS

EFFECTIVE NOVEMBER 1, 2024

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-514 – Approving the year-end budget amendment for FY 2024

MEETING DATE
October 21, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-514 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 2023-2024 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending various departments for utilities, such as electric charges, gas charges, water charges, wastewater charges, and sanitation charges.
- Amending various departments for fuel costs, central garage repairs and other vehicle repairs.
- Amending various departments for repairs and contracts.
- Amending various payroll accounts.
- Amending Worker's Compensation and General Liability claims.
- Amending the Pension Sales Tax Contributions to the Pension Plan.
- Amending certain motor vehicle accounts due to supply issues, which delayed the replacement timeframe.
- Amending the Leaf Pickup and Citywide Cleanup accounts.
- Amending the Utility Cuts and Sewer Repairs accounts.
- Amending Depreciation Expense.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $7,354,225.00.

This is a budget amendment based on expected expenditures for the year. However, expenditures for the fiscal year will continue through December, while revenue accruals will also continue to be booked through this same time period. This is not a projection of ending fund balance in the various funds, but merely budgeted expenditures compared to actual expenditures to ensure compliance with the charter. The actual increase or decrease to various fund balances will not be known until the accrual entries are completed for the annual audit.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2024-514 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2023-158 on October 16, 2023, which estimated revenues and appropriated funds for the fiscal year 2023-2024; 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 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Seven Million Three Hundred Fifty-Four Thousand Two Hundred Twenty-Five Dollars and No Cents ($7,354,225.00) 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 _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
21-Oct-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	City Council	001-0101-500-7005	Printing Services	$		3,000
	City Manager	001-0501-500-1615	FICA Expense			10,000
	City Manager	001-0501-500-7005	Printing Services			5,000
	Communications Administrati	001-0601-500-1615	FICA Expense			1,000
	Communications Administrati	001-0601-500-3205	Postage			15,000
	Communications Administrati	001-0601-500-7005	Printing Services			15,000
	City Clerk	001-0801-500-1615	FICA Expense			1,000
	City Clerk	001-0801-500-3015	Telephone Charges			1,500
	City Clerk	001-0801-500-4120	Building Repairs			1,600
	City Clerk	001-0801-500-5265	Maintenance Contracts			2,600
	City Attorney	001-1002-500-1010	Regular Wages			5,500
	City Attorney	001-1002-500-1605	Health Insurance			5,000
	City Attorney	001-1002-500-1615	FICA Expense			10,000
	City Prosecutor	001-1003-500-3015	Telephone Charges			500
	City Prosecutor	001-1003-500-3205	Postage Charges			500
	HR Administration	001-1201-500-1615	FICA Expense			2,500
	HR Personnel Services	001-1202-500-1605	Health Insurance			7,000
	Building Regulations	001-1506-570-1610	Worker's Compensation			3,500
	Building Regulations	001-1506-570-6005	Travel Expenses			2,700
	Building Regulations	001-1506-570-7010	Copy Services			1,000
	BR-Prop Action	001-1522-570-1010	Regular Wages			50,000
	BR-Prop Action	001-1522-570-1605	Health Insurance			8,000
	BR-Prop Action	001-1522-570-1610	Worker's Compensation			5,000
	BR-Prop Action	001-1522-570-1615	FICA Expense			3,000
	BR-Prop Action	001-1522-570-1625	LAGERS Retirement			6,000
	Finance Administration	001-2001-500-1615	FICA Expense			4,000
	Finance Accounting Services	001-2003-500-1615	FICA Expense			1,000
	Finance Accounting Services	001-2003-500-3120	Other Utility Services			5,000
	Finance Accounting Services	001-2003-500-3205	Postage			2,000
	Finance Accounting Services	001-2003-500-7010	Copy Services			5,000
	Finance TIF Reimbursable C	001-2015-500-5015	Legal Fees			50,000
	Information Technology	001-2501-500-2110	Computer Software			10,000
	Information Technology	001-2501-500-5265	Maintenance Contracts			20,000
	Information Technology	001-2501-500-7010	Copy Services			1,000
	Court-Judicial Services	001-3002-500-1615	FICA Expense			3,000
	Court-Judicial Services	001-3002-500-5270	Interpretor Services			1,000
	City Facility Maintenance	001-4502-520-2015	Janitorial Supplies			2,000
	City Facility Maintenance	001-4502-520-2605	Chemical & Lab Supplies			1,500
	City Facility Maintenance	001-4502-520-3115	Fuel, Oil & Diesel			5,000
	City Facility Maintenance	001-4502-520-4210	Central Garage Repairs			30,000
	City Facility Maintenance	001-4502-520-7030	Fees & Permits			2,000
	City Hall Maintenance	001-4504-520-1605	Health Insurance			5,000
	Engineering	001-4505-520-2050	Operational Supplies			1,000
	Engineering	001-4505-520-2325	Plats & Maps			1,500
	Engineering	001-4505-520-3015	Telephone Charges			1,000
	Engineering	001-4505-520-3115	Fuel, Oil & Diesel			2,000
	Engineering	001-4505-520-3205	Postage			1,000
	Engineering	001-4505-520-4210	Central Garage Repairs			6,000
	Engineering	001-4505-520-5010	Consulting Fees			15,000
	PW Operations	001-4506-520-3015	Telephone Charges			1,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
21-Oct-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
	PW Operations	001-4506-520-6005	Travel Expenses		1,000
	Police Administration	001-5501-510-1615	FICA Expense		10,000
	Police Administration	001-5501-510-1625	LAGERS Retirement		10,000
	Police Administration	001-5501-510-3115	Fuel, Oil & Diesel		2,000
	Police Uniform Operations	001-5502-510-1610	Worker's Compensation		10,000
	Police Uniform Operations	001-5502-510-2010	Wearing Apparel		2,000
	Police Uniform Operations	001-5502-510-2730	K-9 Patrol Supplies		2,000
	Police Uniform Operations	001-5502-510-2750	SRT Operational Supplies		6,000
	Police Uniform Operations	001-5502-510-3205	Postage		1,000
	Police Investigations	001-5503-510-1530	Standby Pay		40,000
	Police Investigations	001-5503-510-1610	Worker's Compensation		10,000
	Police Investigations	001-5503-510-2010	Wearing Apparel		2,000
	Police Investigations	001-5503-510-4210	Central Garage Repairs		15,000
	Police Investigations	001-5503-510-5270	Interpretor Services		4,000
	Police Investigations	001-5503-510-7081	Cyber Crimes Program		25,000
	Police Professional Stds	001-5504-510-1530	Standby Pay		40,000
	Police Professional Stds	001-5504-510-1605	Health Insurance		5,000
	Police Professional Stds	001-5504-510-1610	Worker's Compensation		10,000
	Police Professional Stds	001-5504-510-1625	LAGERS Retirement		5,000
	Police Professional Stds	001-5504-510-2765	Firing Range Operational		10,000
	Police Professional Stds	001-5504-510-3205	Postage		1,000
	Police Professional Stds	001-5504-510-7010	Copy Services		3,000
	Police Jail Services	001-5507-510-1010	Regular Wages		45,000
	Police Jail Services	001-5507-510-1615	FICA Expense		5,000
	Police Jail Services	001-5507-510-2205	Food & Beverage Supplies		10,000
	Police Jail Services	001-5507-510-3115	Fuel, Oil & Diesel		1,000
	Police Jail Services	001-5507-510-3115	Central Garage Repairs		2,000
	Police Special Services	001-5508-510-5265	Maintenance Contracts		1,500
	Police Special Services	001-5508-510-7010	Copy Services		3,000
	Police Special Services	001-5508-510-8220	Operating Equipment		15,000
	Police Grants - Federal	001-5590-510-1010	Regular Wages		15,000
	Police Grants - Federal	001-5590-510-1530	Standby Pay		10,000
	Police Grants - Federal	001-5590-510-1610	Worker's Compensation		3,000
	Police Grants - Federal	001-5590-510-1625	LAGERS Retirement		5,000
	Police Grants - Federal	001-5590-510-5265	Maintenance Contracts		4,000
	Police Grants - Local	001-5593-510-1530	Standby Pay		15,000
	Police Grants - Local	001-5593-510-1610	Worker's Compensation		2,000
	Fire Administration	001-6001-510-1610	Worker's Compensation		5,000
	Fire Administration	001-6001-510-3115	Fuel, Oil & Diesel		5,000
	Fire Operations	001-6002-510-1020	Overtime		75,000
	Fire Operations	001-6002-510-1530	Standby Pay		25,000
	Fire Operations	001-6002-510-1610	Worker's Compensation		80,000
	Fire Operations	001-6002-510-2010	Wearing Apparel		5,000
	Fire Operations	001-6002-510-3210	Freight & Delivery		2,000
	Fire Operations	001-6002-510-4105	Property Repairs		26,000
	Fire Hydrant	001-6006-510-8615	Fire Hydrants		1,000
	Fire Grants - Federal	001-6090-510-2050	Operational Supplies		1,000
	Cemeteries	001-6540-560-1110	Regular PT Wages		28,000
	Cemeteries	001-6540-560-1610	Worker's Compensation		10,000
	Cemeteries	001-6540-560-3115	Fuel, Oil & Diesel		2,500
	Cemeteries	001-6540-560-8210	Motor Vehicles		49,925
	Emergency Management	001-7001-510-8315	Computer Equipment		500

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
21-Oct-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Emergency Management	001-7002-510-7030	Fees & Permits			500
	Neighborhood Improvement	001-8001-520-2050	Operational Supplies			300
	Neighborhood Improvement	001-8001-520-3115	Fuel, Oil & Diesel			500
	Neighborhood Improvement	001-8001-520-3205	Postage			4,000
	Neighborhood Improvement	001-8001-520-7010	Copy Services			500
	NI-Prop Action	001-8022-520-5010	Consulting Fees			15,000
	NI-Prop Action	001-8022-520-5265	Maintenance Contracts			2,000
	NI-Prop Action	001-8022-520-8210	Motor Vehicles			1,500
	Golf Course Subsidy	001-9003-500-9040	Golf Subsidy			500,000
	TIF Transfer Out	001-9003-500-9805	TIF Transfer			25,000
	Total General Fund			$	-	1,557,625
010	Pension Sales Tax					
	P&F Pension Services	010-2005-500-7175	Contribution to Pension Plan	$		850,000
	TIF Transfer Out	010-9003-500-9805	TIF Transfer			50,000
	Total Pension Sales Tax Fund			$	-	900,000
101	Public Safety Sales Tax					
	Police-Prop Action	101-5522-510-1010	Regular Wages	$		25,000
	Police-Prop Action	101-5522-510-1605	Health Insurance			6,000
	Police-Prop Action	101-5522-510-1610	Worker's Compensation			2,000
	Police-Prop Action	101-5522-510-1625	LAGERS Retirement			2,000
	Police-Prop Action	101-5522-510-1720	Employee Recruitment			24,000
	Police	101-5575-510-1020	Overtime			10,000
	Police	101-5575-510-1530	Standby Pay			60,000
	Police	101-5575-510-5265	Maintenance Contracts			10,000
	Police	101-5575-510-8315	Computer Equipment			25,000
	Fire	101-6075-510-1010	Regular Wages			60,000
	Fire	101-6075-510-1020	Overtime Pay			80,000
	Fire	101-6075-510-1530	Standby Pay			10,000
	Fire	101-6075-510-1610	Worker's Compensation			50,000
	Fire	101-6075-510-3010	Gas Charges			2,000
	Fire	101-6075-510-3125	Pest Control			2,000
	Fire	101-6075-510-4105	Property Repairs			7,000
	Fire	101-6075-510-4205	Vehicle Repairs			8,000
	Fire	101-6075-510-6060	Paramedic Training			2,700
	Fire	101-6075-510-7030	Fees & Permits			2,500
	Fire	101-6075-510-8210	Motor Vehicles			6,000
	Fire	101-6075-510-8310	Furnishings			50,000
	Training Center	101-6075-510-1010	Regular Wages			4,000
	Training Center	101-6275-510-2205	Food & Beverage Supplies			1,000
	Training Center	101-6275-510-2840	Facility Lease			17,000
	Training Center	101-6275-510-7030	Fees & Permits			7,000
	Total Public Safety Sales Tax Fund			$	-	473,200
105	CVB Fund					
	CVB Special Projects	105-4080-560-3115	Fuel, Oil & Diesel	$		2,000
	CVB Special Projects	105-4080-560-6005	Travel Expenses			2,500
	Total CVB Fund			$	-	4,500

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
21-Oct-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
110	Health Fund					
	Health Administration	110-3501-550-1610	Worker's Compensation	$		1,500
	Health Administration	110-3501-550-2030	Maintenance Supplies			500
	Health Administration	110-3501-550-3015	Telephone Services			1,000
	Health Administration	110-3501-550-3115	Fuel, Oil & Diesel			1,000
	Health Administration	110-3501-550-4120	Building Repairs			8,500
	Health Administration	110-3501-550-7131	Merchant Card Service Fee			2,000
	Health Administration	110-3501-550-8210	Motor Vehicles			42,100
	Health WIC Services	110-3502-550-1110	Regular PT Wages			20,000
	Health WIC Services	110-3502-550-2030	Maintenance Supplies			1,000
	Health WIC Services	110-3502-550-3015	Telephone Services			1,000
	Health WIC Services	110-3502-550-6005	Travel Expenses			1,000
	Health Environmental Service	110-3503-550-1610	Worker's Compensation			5,000
	Health Medical Services	110-3504-550-1610	Worker's Compensation			5,000
	Health Medical Services	110-3504-550-2805	Promotional Materials			3,000
	Health Medical Services	110-3504-550-3015	Telephone Services			1,000
	Health Animal Control	110-3505-550-3010	Gas Charges			300
	Health Animal Control	110-3505-550-7005	Printing Services			500
	Health Animal Control	110-3505-550-8210	Motor Vehicles			8,000
	Health-Public Preparedness	110-3507-550-1610	Worker's Compensation			2,000
	Health Grants - Federal	110-3590-550-5265	Maintenance Contracts			7,000
	Total Health Fund			$	-	111,400
115	Parks Fund					
	Parks Administration	115-6501-560-1615	FICA Expense	$		3,000
	Parks Administration	115-6501-560-3015	Telephone Charges			1,000
	Parks Pools	115-6510-560-1210	Seasonal Wages			355,000
	Parks Pools	115-6510-560-2050	Operational Supplies			3,000
	Parks Pools	115-6510-560-2210	Resale Concession Supplies			30,000
	Parks Pools	115-6510-560-2605	Chemicals & Lab Supplies			25,000
	Parks Pools	115-6510-560-6115	Educational Materials			3,500
	Parks Recreation Programs	115-6511-560-1110	Regular PT Wages			5,000
	Parks Recreation Programs	115-6511-560-2815	Special Events & Promotions			5,000
	Parks Recreation Programs	115-6511-560-5055	Contractor Fees			10,000
	Parks Recreation Programs	115-6511-560-7015	Advertising			4,500
	Parks Senior Services	115-6512-560-3020	Water Charges			2,000
	Parks Senior Services	115-6512-560-4105	Property Repairs & Maintenance			7,000
	Parks Museum Operations	115-6514-560-1020	Overtime			1,500
	Parks Museum Operations	115-6514-560-1610	Worker's Compensation			5,000
	Parks Museum Operations	115-6514-560-2050	Operational Supplies			4,000
	Parks Museum Operations	115-6514-560-7205	Resale Inventory			5,000
	Parks Athletic Complex	115-6516-560-1110	Regular PT Wages			20,000
	Parks Athletic Complex	115-6516-560-1605	Health Insurance			3,000
	Parks Athletic Complex	115-6516-560-1610	Worker's Compensation			10,000
	Parks Athletic Complex	115-6516-560-2050	Operational Supplies			4,000
	Parks Athletic Complex	115-6516-560-3115	Fuel, Oil & Diesel			5,000
	Parks Athletic Complex	115-6516-560-4105	Property Repairs & Maintenance			15,000
	Parks Athletic Complex	115-6516-560-4210	Central Garage Repairs			30,000
	Parks Athletic Complex	115-6516-560-7205	Resale Inventory			1,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
21-Oct-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Parks Stadium Maintenance	115-6530-560-3015	Telephone Charges			2,000
	Parks Stadium Maintenance	115-6530-560-4105	Property Repairs & Maintenance			10,000
	Parks Grounds Maintenance	115-6532-560-1110	Regular PT Wages			50,000
	Parks Grounds Maintenance	115-6532-560-1610	Worker's Compensation			20,000
	Parks Grounds Maintenance	115-6532-560-2040	Hardware Supplies			5,000
	Parks Grounds Maintenance	115-6532-560-2845	Landscaping Materials			1,000
	Parks Grounds Maintenance	115-6532-560-3030	Wastewater Charges			5,000
	Parks Grounds Maintenance	115-6532-560-4105	Property Repairs & Maintenance			10,000
	Parks Grounds Maintenance	115-6532-560-4210	Central Garage Repairs			10,000
	Total Parks Fund			$	-	670,500
120	Solid Waste Management Fund					
	Finance Billing	120-2002-540-1610	Worker's Compensation	$		500
	Planning Administration	120-4510-540-1610	Worker's Compensation			1,000
	Special Programs	120-4511-540-7405	City Wide Cleanup Program			20,000
	Special Programs	120-4511-540-7410	Leaf Pickup Program			55,000
	Trash Services	120-4515-540-5030	WW/Trash Administration			125,000
	Total Solid Waste Management Fund			$	-	201,500
130	Parks & Stormwater Sales Tax Fund					
	Parks Prop Action	130-6522-560-8631	Beautification Projects	$		15,000
	Total Parks & Stormwater Sales Tax Fund			$	-	15,000
140	TST Fund					
	Street Maintenance	140-4520-530-1610	Worker's Compensation	$		20,000
	Street Maintenance	140-4520-530-3115	Fuel, Oil & Diesel			11,500
	Street Maintenance	140-4520-530-4110	Utility Cut Repairs			415,000
	Street Cleaning	140-4521-530-1610	Worker's Compensation			15,000
	Street Cleaning	140-4521-530-4210	Central Garage Repairs			30,000
	Traffic Control	140-4530-530-1610	Worker's Compensation			5,000
	Traffic Control	140-4530-530-2130	Small Office Furnishings			1,000
	Traffic Signal Maintenance	140-4531-530-2555	Streetlight Supplies			35,000
	Traffic Signal Maintenance	140-4531-530-2115	Fuel, Oil & Diesel			1,000
	Paratransit System	140-5002-530-4120	Building Repairs			1,000
	Paratransit System	140-5002-530-8015	Facility Improvements			10,000
	Total TST Fund			$	-	544,500
150	Community Planning Fund					
	Planning & Zoning	150-1505-570-1010	Regular Wages	$		50,000
	Total Community Planning Fund			$	-	50,000
405	Airport Fund					
	Regional Airport	405-5004-520-1110	Regular PT Wages	$		13,500
	Regional Airport	405-5004-520-1610	Worker's Compensation			10,000
	Regional Airport	405-5004-520-2605	Chemical & Lab Supplies			5,000
	Regional Airport	405-5004-520-2745	Portable Communication Supplies			2,000
	Regional Airport	405-5004-520-3010	Gas Charges			3,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
21-Oct-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Regional Airport	405-5004-520-3115	Fuel, Oil & Diesel			5,000
	Regional Airport	405-5004-520-7066	Air Service Grant			47,000
	Regional Airport	405-5004-520-7125	Depreciation Expense			425,000
	Total Airport Fund			$	-	510,500
410	Golf Course Fund					
	Golf Administration	410-6520-560-1210	Seasonal Wages	$		65,000
	Golf Administration	410-6520-560-2015	Janitorial Supplies			2,500
	Golf Administration	410-6520-560-2210	Resale Concessions			20,000
	Golf Administration	410-6520-560-3010	Gas Charges			1,000
	Golf Administration	410-6520-560-4105	Property Repairs & Maintenance			1,000
	Golf Administration	410-6520-560-5265	Maintenance Contracts			1,000
	Golf Administration	410-6520-560-7131	Merchant Card Service Fee			4,000
	Golf Administration	410-6520-560-7205	Resale Inventory			45,000
	Grounds Maintenance	410-6521-560-1010	Regular Wages			10,000
	Grounds Maintenance	410-6521-560-1020	Overtime			3,000
	Grounds Maintenance	410-6521-560-1210	Seasonal Wages			55,000
	Grounds Maintenance	410-6521-560-1610	Worker's Compensation			15,000
	Grounds Maintenance	410-6521-560-2050	Operational Supplies			4,000
	Grounds Maintenance	410-6521-560-2605	Chemical & Lab Supplies			2,000
	Grounds Maintenance	410-6521-560-2845	Landscaping Materials			3,000
	Grounds Maintenance	410-6521-560-3115	Fuel, Oil & Diesel			500
	Grounds Maintenance	410-6521-560-4210	Central Garage Repairs			15,000
	Grounds Maintenance	410-6521-560-6005	Travel Expenses			1,500
	Grounds Maintenance	410-6521-560-7125	Depreciation Expense			20,000
	Total Golf Course Fund			$	-	268,500
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-5180	Shut Off/Reconnect Fees	$		15,000
	Billing & Collection	415-2002-540-7005	Printing Services			10,000
	Billing & Collection	415-2001-540-7120	Bad Debt Expense			5,000
	Sewer Treatment	415-4541-540-2050	Operational Supplies			21,000
	Sewer Treatment	415-4541-540-3010	Gas Charges			50,000
	Sewer Treatment	415-4541-540-3020	Water Charges			75,000
	Sewer Treatment	415-4541-540-3030	Wastewater Charges			35,000
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			175,000
	Sewer Maintenance	415-4542-540-2405	Hand Tools			1,000
	Sewer Maintenance	415-4542-540-3115	Fuel, Oil & Diesel			6,000
	Sewer Maintenance	415-4542-540-4116	Sewer Repairs			225,000
	Sewer Maintenance	415-4542-540-5265	Maintenance Contracts			3,000
	Sewer Maintenance	415-4542-540-7030	Fees & Permits			8,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			250,000
	Total Sanitary Sewer Fund			$	-	879,000
505	Central Garage Fund					
	Central Garage	505-7870-500-5265	Maintenance Contracts	$		1,000
	Central Garage	505-7870-500-7125	Depreciation Expense			20,000
	Central Garage	505-7870-500-7225	Cost of Parts & Materials			70,000
	Total Central Garage Fund			$	-	91,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
21-Oct-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
510	Health Self-Insurance Fund					
	Employee Health	510-7504-500-2205	Food & Beverage	$		2,000
	Employee Health	510-7504-500-5235	Benefit Plan Administration			20,000
	Employee Health	510-7504-500-7140	Insurance Premiums			60,000
	Total Health Self-Insurance Fund			$	-	82,000
512	Workers Compensation Fund					
	Workers Compensation	512-7503-500-5305	Judgments & Claims	$		100,000
	Total Workers Compensation Fund			$	-	100,000
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-5305	Judgments & Claims	$		750,000
	Total General Liability Insurance Fund			$	-	750,000
520	Emergency Communications Fund					
	Dispatch Services	520-8502-510-5265	Maintenance Contracts	$		40,000
	Dispatch Services	520-8502-510-7125	Depreciation Expense			100,000
	Radio Services	520-8503-510-1610	Worker's Compensation			5,000
	Total Emergency Communications Fund			$	-	145,000
	Grand Total			$	-	7,354,225

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-515 – Approving the FY 2025 Budget

MEETING DATE
October 21, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-515 Ordinance; Budget Summary for the FY 2025 Budget; and Summary of Governmental and Proprietary 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 2024-2025 budget for the City of Joplin.

BACKGROUND
This Council Bill adopts the 2024-2025 budget for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $203,167,154.00 in revenue (including transfers but excluding component units) and $213,369,254.00 in appropriations (including transfers but excluding component units).

FUNDING SOURCE
This item is not applicable for the budget adoption.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis due to the start of the fiscal year on November 1, 2024.

COUNCIL BILL NO. 2024-515 ORDINANCE NO.

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2024 to October 31, 2025, 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 2024-2025 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, 2024 to October 31, 2025.

Section 2. The detailed estimated revenues, including transfers but excluding component units, of the City for the period from November 1, 2024 to October 31, 2025 are $203,167,154.00 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document excluding component units, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2024 to October 31, 2025 are $213,369,254.00.

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 2023-2024 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2024. The amount of the increase to the FY 2024-2025 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, 2024 to October 31, 2025, 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 _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 77,480,613	$ -	$ 835,000	$ 78,315,613
Licenses & Permits	2,320,750	-	-	2,320,750
Fines & Forfeitures	834,700	-	-	834,700
Service Charges & User Fees	3,763,000	27,016,345	-	30,779,345
Charges & Assessments	1,517,564	13,930,619	-	15,448,183
Other Income & Donations	3,338,800	961,500	-	4,300,300
Intergovernmental	45,063,833	11,235,000	-	56,298,833
TOTAL REVENUES	**$134,319,260**	**$ 53,143,464**	**$ 835,000**	**$ 188,297,724**
EXPENDITURES				
General Government	$ 9,653,401	$ 14,583,171	$ 1,789,011	$ 26,025,583
Public Safety	40,998,110	2,342,139	-	43,340,249
Public Works	19,526,168	3,897,190	-	23,423,358
Highways & Streets	48,681,933	-	-	48,681,933
Environmental	3,280,935	13,669,571	-	16,950,506
Health Services	3,435,215	-	-	3,435,215
Culture & Recreation	15,985,367	1,152,591	-	17,137,958
Social Services	6,428,667	-	-	6,428,667
Debt Service	-	232,160	-	232,160
Infrastructure/Economic Development	10,180,319	-	-	10,180,319
TOTAL EXPENDITURES	**$158,170,115**	**$ 35,876,822**	**$ 1,789,011**	**$ 195,835,948**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (23,850,855)**	**$ 17,266,642**	**$ (954,011)**	**$ (7,538,224)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 14,516,730	$ 1,187,700	$ -	15,704,430
Transfers Out	(17,331,558)	(1,990,759)	-	(19,322,317)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,814,828)**	**$ (803,059)**	**$ -**	**$ (3,617,887)**
NET CHANGE IN FUND BALANCE	**$ (26,665,683)**	**$ 16,463,583**	**$ (954,011)**	**$ (11,156,111)**
FUND BALANCE, BEGINNING OF YEAR	**$ 90,048,793**	**$ 188,407,308**	**$ (19,398,464)**	**$ 259,057,637**
FUND BALANCE, END OF YEAR	**$ 63,383,110**	**$ 204,870,891**	**$ (20,352,475)**	**$ 247,901,526**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 169,724,706	$ -	$ 169,724,706
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	14,346,629	-	-	14,346,629
Unrestricted Fund Balance/Net Assets	40,847,215	31,442,424	(20,352,475)	51,937,164
TOTAL FUND BALANCE SUMMARY	**$ 55,193,844**	**$ 204,870,891**	**$ (20,352,475)**	**$ 239,712,260**

Summary of Governmental Funds

	General Fund	1/2-Cent Sales Tax Pension	Public Safety Sales Tax Fund	Convention & Tourism Fund	Health & Welfare Fund	Parks & Recreation Fund	Solid Waste Management Fund
REVENUES							
Taxes	$ 28,218,564	$ 10,161,282	$ 10,161,282	$ 1,707,000	$ 573,200	$ 573,200	$ 573,200
Licenses & Permits	2,287,750	-	-	-	-	3,000	-
Fines & Forfeitures	834,700	-	-	-	-	-	-
Service Charges & User Fees	146,600	-	4,000	-	8,400	622,500	2,865,000
Charges & Assessments	203,664	-	-	1,000	132,900	-	15,000
Other Income & Donations	3,189,000	-	-	1,200	11,000	30,100	-
Federal Grants	557,258	-	-	-	506,367	-	-
State Grants	104,700	-	-	11,080	881,789	-	-
Local Grants	199,800	-	-	-	65,000	3,000	-
TOTAL REVENUES	**$ 35,742,036**	**$ 10,161,282**	**$ 10,165,282**	**$ 1,720,280**	**$ 2,178,656**	**$ 1,231,800**	**$ 3,453,200**
EXPENDITURES							
General Government	$ 9,594,857	$ -	$ -	$ -	$ -	$ -	$ 58,544
Public Safety	19,570,581	13,313,017	8,114,512	-	-	-	-
Public Works	2,430,147	-	400,000	-	-	-	-
Highways & Streets	-	-	-	-	-	-	-
Environmental	-	-	-	-	-	-	3,280,935
Health Services	-	-	-	-	3,435,215	-	-
Culture & Recreation	654,065	-	-	1,528,413	-	4,634,231	-
Social Services	2,424,325	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 34,673,975**	**$ 13,313,017**	**$ 8,514,512**	**$ 1,528,413**	**$ 3,435,215**	**$ 4,634,231**	**$ 3,339,479**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 1,068,061**	**$ (3,151,735)**	**$ 1,650,770**	**$ 191,867**	**$ (1,256,559)**	**$ (3,402,431)**	**$ 113,721**
OTHER FINANCING SOURCES (USES)							
Transfers In	$ 5,647,512	$ -	$ -	$ -	$ 1,070,000	$ 3,450,500	$ -
Transfers Out	(6,304,779)	(200,000)	(2,301,961)	(70,164)	(74,981)	(150,416)	(387,570)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (657,267)**	**$ (200,000)**	**$ (2,301,961)**	**$ (70,164)**	**$ 995,019**	**$ 3,300,084**	**$ (387,570)**
NET CHANGE IN FUND BALANCE	**$ 410,794**	**$ (3,351,735)**	**$ (651,191)**	**$ 121,703**	**$ (261,540)**	**$ (102,347)**	**$ (273,849)**
FUND BALANCE, BEG. OF YEAR	**$ 26,713,169**	**$ 4,927,331**	**$ 6,872,074**	**$ 1,923,170**	**$ 2,022,958**	**$ 175,002**	**$ 1,805,950**
FUND BALANCE, END OF YEAR	**$ 27,123,963**	**$ 1,575,596**	**$ 6,220,883**	**$ 2,044,873**	**$ 1,761,418**	**$ 72,655**	**$ 1,532,101**
FUND BALANCE SUMMARY:							
Reserved for Contingency-PS	$ -	$ -	$ 1,680,101	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	-	-	3,872,170	-	-	-	-
Reserved for Contingency	7,218,762	-	-	-	-	-	-
Reserved for Proposition Action	1,486,439		668,612				
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	1,575,596	-	-	-	-	-
Unrestricted Fund Balance	18,418,762	-	-	2,044,873	1,761,418	72,655	1,532,101
TOTAL FUND BALANCE SMRY	**$ 27,123,963**	**$ 1,575,596**	**$ 6,220,883**	**$ 2,044,873**	**$ 1,761,418**	**$ 72,655**	**$ 1,532,101**

Parks & Stormwater Sales Tax Fund	Transportation Sales Tax Fund	Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	Amrican Rescue Plan Act Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	Total Governmental Funds
$ 5,080,641	$ 12,811,282	$ 7,620,962	$ -	$ -	$ -	$ -	$ -	$ -	$ 77,480,613
-	-	-	30,000	-	-	-	-	-	2,320,750
-	-	-	-	-	-	-	-	-	834,700
-	99,000	-	17,500	-	-	-	-	-	3,763,000
-	1,025,000	-	100,000	-	-	-	-	40,000	1,517,564
-	107,500	-	-	-	-	-	-	-	3,338,800
3,143,565	-	4,000,000	3,362,043	-	19,785,084	-	7,157,184	-	38,511,501
-	889,777	4,000,000	369,186	-	-	-	10,000	-	6,266,532
-	18,000	-	-	-	-	-	-	-	285,800
$ 8,224,206	**$ 14,950,559**	**$ 15,620,962**	**$ 3,878,729**	**$ -**	**$ 19,785,084**	**$ -**	**$ 7,167,184**	**$ 40,000**	**$ 134,319,260**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,653,401
-	-	-	-	-	-	-	-	-	40,998,110
-	-	-	-	-	16,584,021	-	-	112,000	19,526,168
4,880,320	13,883,462	29,918,151	-	-	-	-	-	-	48,681,933
-	-	-	-	-	-	-	-	-	3,280,935
-	-	-	-	-	-	-	-	-	3,435,215
9,168,658	-	-	-	-	-	-	-	-	15,985,367
-	-	-	4,004,342	-	-	-	-	-	6,428,667
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	10,180,319	-	10,180,319
$ 14,048,978	**$ 13,883,462**	**$ 29,918,151**	**$ 4,004,342**	**$ -**	**$ 16,584,021**	**$ -**	**$ 10,180,319**	**$ 112,000**	**$ 158,170,115**
$ (5,824,772)	**$ 1,067,097**	**$ (14,297,189)**	**$ (125,613)**	**$ -**	**$ 3,201,063**	**$ -**	**$ (3,013,135)**	**$ (72,000)**	**$ (23,850,855)**
$ 988,000	$ -	$ 2,500,000	$ 143,781	$ -	$ 286,937	$ -	$ 430,000	$ -	$ 14,516,730
(899,993)	(3,063,083)	(372,443)	(18,168)	-	(3,488,000)	-	-	-	(17,331,558)
$ 88,007	**$ (3,063,083)**	**$ 2,127,557**	**$ 125,613**	**$ -**	**$ (3,201,063)**	**$ -**	**$ 430,000**	**$ -**	**$ (2,814,828)**
$ (5,736,765)	**$ (1,995,986)**	**$ (12,169,632)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (2,583,135)**	**$ (72,000)**	**$ (26,665,683)**
$ 543,614	**$ 18,240,972**	**$ 18,398,185**	**$ 276,492**	**$ 3,816,577**	**$ -**	**$ -**	**$ 3,933,825**	**$ 399,474**	**$ 90,048,793**
$ (5,193,151)	**$ 16,244,986**	**$ 6,228,553**	**$ 276,492**	**$ 3,816,577**	**$ -**	**$ -**	**$ 1,350,690**	**$ 327,474**	**$ 63,383,110**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,680,101
-	-	-	-	-	-	-	-	-	3,872,170
-	-	-	-	-	-	-	-	-	7,218,762
1,212,582	2,843,289	1,978,344							
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	1,575,596
(6,405,733)	13,401,697	4,250,209	276,492	3,816,577	-	-	1,350,690	327,474	40,847,215
$ (5,193,151)	**$ 16,244,986**	**$ 6,228,553**	**$ 276,492**	**$ 3,816,577**	**$ -**	**$ -**	**$ 1,350,690**	**$ 327,474**	**$ 55,193,844**

Summary of Proprietary Funds

REVENUES	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	725,900	912,000	21,836,000	-
Charges & Assessments	-	7,000	245,000	2,135,250
Other Income & Donations	5,000	2,500	15,000	-
Federal Grants	11,225,000	-	10,000	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 11,955,900**	**$ 921,500**	**$ 22,106,000**	**$ 2,135,250**
EXPENSES				
General Government	$ -	$ -	$ 1,599,322	$ 1,932,691
Public Safety	-	-	-	-
Public Works	3,897,190	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	13,669,571	-
Health Services	-	-	-	-
Culture & Recreation	-	1,152,591	-	-
Social Services	-	-	-	-
Debt Service	-	-	232,160	-
TOTAL EXPENSES	**$ 3,897,190**	**$ 1,152,591**	**$ 15,501,053**	**$ 1,932,691**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ 8,058,710**	**$ (231,091)**	**$ 6,604,947**	**$ 202,559**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 900,000	$ 287,700	$ -	$ -
Transfers Out	(203,082)	(34,433)	(1,588,924)	(51,526)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 696,918**	**$ 253,267**	**$ (1,588,924)**	**$ (51,526)**
NET CHANGE IN NET ASSETS	**$ 8,755,628**	**$ 22,176**	**$ 5,016,023**	**$ 151,033**
NET ASSETS, BEGINNING OF YEAR	**$ 60,019,412**	**$ 1,085,079**	**$ 117,819,834**	**$ 1,105,397**
NET ASSETS, END OF YEAR	**$ 68,775,040**	**$ 1,107,255**	**$ 122,835,857**	**$ 1,256,430**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 67,903,122	$ 1,036,515	$ 98,869,538	$ 599,476
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	871,918	70,740	20,262,558	656,954
TOTAL NET ASSETS SUMMARY	**$ 68,775,040**	**$ 1,107,255**	**$ 122,835,857**	**$ 1,256,430**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,270,000	-	-	2,272,445	27,016,345
6,145,052	2,589,149	2,809,168	-	13,930,619
899,000	25,000	15,000	-	961,500
-	-	-	-	11,235,000
-	-	-	-	-
-	-	-	-	-
$ 8,314,052	**$ 2,614,149**	**$ 2,824,168**	**$ 2,272,445**	**$ 53,143,464**
$ 7,618,550	$ 1,456,265	$ 1,976,343	$ -	$ 14,583,171
-	-	-	2,342,139	2,342,139
-	-	-	-	3,897,190
-	-	-	-	-
-	-	-	-	13,669,571
	-	-	-	-
-	-	-	-	1,152,591
-	-	-	-	-
-	-	-	-	232,160
$ 7,618,550	**$ 1,456,265**	**$ 1,976,343**	**$ 2,342,139**	**$ 35,876,822**
$ 695,502	**$ 1,157,884**	**$ 847,825**	**$ (69,694)**	**$ 17,266,642**
$ -	$ -	$ -	$ -	$ 1,187,700
-	-	-	(112,794)	(1,990,759)
$ -	**$ -**	**$ -**	**$ (112,794)**	**$ (803,059)**
$ 695,502	**$ 1,157,884**	**$ 847,825**	**$ (182,488)**	**$ 16,463,583**
$ 2,738,658	**$ 1,707,893**	**$ 906,299**	**$ 3,024,736**	**$ 188,407,308**
$ 3,434,160	**$ 2,865,777**	**$ 1,754,124**	**$ 2,842,248**	**$ 204,870,891**
$ 9,545	$ -	$ -	$ 1,306,510	$ 169,724,706
-	-	-	-	3,703,761
3,424,615	2,865,777	1,754,124	1,535,738	31,442,424
$ 3,434,160	**$ 2,865,777**	**$ 1,754,124**	**$ 2,842,248**	**$ 204,870,891**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2024-2025

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
	Total Revenue Increase/(Decrease)		**$ -**	**$ -**	**$ -**
APPROPRIATIONS					
General Fund					
City Council: Admininstration	Council Stipend	(1)	-	1,080	1,080
City Manager: Administration	Training	(1)	10,000	27,000	17,000
City Manager: Proposition Action	Consulting Fees	(3)	851,897	265,978	(585,919)
City Manager: Proposition Action	Homelessness/Esc	(2)	-	125,000	125,000
City Manager: Special Projects	Chamber Contract	(2)	252,000	287,000	35,000
Municipal Court: Judicial Services	Replacement Metal Detector	(3)	-	10,000	10,000
Public Safety Sales Tax					
Police: Proposition Action	Squad Car and Equipment	(3)	80,000	-	(80,000)
	Leased Vehicles	(3)	-	27,000	27,000
Transportation Sales Tax Fund					
Public Transportation: Paratransit System	Replacement Dispatch Chairs	(3)	-	3,000	3,000
Sanitary Sewer					
Public Works: Sewer Maintenance	Tin Cup Parallel Line - Phase 2	(3)	2,000,000	-	(2,000,000)
	Total Appropriation Increase/(Decrease)		**$ 3,193,897**	**$ 746,058**	**$ (2,447,839)**

NOTES:
(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.
(3) Changes that occurred between Proposed & Adopted Budget.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-518 – Approving an additional wellness holiday and amending the FY25 budget

MEETING DATE
October 21, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-518 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill approves an additional paid leave day for wellness and amends the FY 2025 Annual Budget.

BACKGROUND
City employees have experienced unprecedented challenges resulting in significant workload to meet deadlines, deliver new projects and services and respond to a growing community. City Council wishes to promote a healthy work environment for city employees. Paid leave-time helps improve employees' physical well-being. As such, this Council Bill adds one eight-hour floating holiday for 2,080 full-time employees and one twelve-hour floating holiday for 2,912 full-time employees following the current rules that govern floating holidays.

Holidays have an additional cost in those departments that work 24-hours, 7 days a week and have minimum staffing levels through overtime for coverage purposes. Therefore, the FY 2025 budget is being amended with this Council Bill in the amount of $47,500.00 for the estimated overtime costs in those departments.

FUNDING SOURCE
This item includes a FY 2025 budget amendment.

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

COUNCIL BILL NO. 2024-518 ORDINANCE NO.

AN ORDINANCE adding an additional paid leave day for wellness and amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted on October 21, 2024, to adjust appropriations and containing an emergency clause.

WHEREAS, the City Council desires to promote a healthy work environment for city employees; and,

WHEREAS, the use of paid leave helps improve employees' physical and mental health; and,

WHEREAS, City employees have experienced unprecedented challenges resulting in significant workload to meet deadlines, deliver new projects and services and respond to a growing community.

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

Section 1. For the purposes of accounting and payroll, one (1) additional floating holiday equaling eight (8) hours of paid time off shall be added to benefits for eligible full-time 2,080-hour employees. For 2,912-hour full-time employees, one (1) additional floating holiday shall equal twelve (12) hours of paid time off and shall be added to benefits.

Section 2. Similar to existing floating holidays, the additional floating holiday shall not accrue and would be available for use upon the start of employment. Floating holidays may not accumulate from one fiscal year to the next and will be lost if not used by October 31 or December 31 for the Fire Department. Earned but unused floating holidays prior to October 31 or December 31 for the Fire Department shall be payable upon separation from City service.

Section 3. The City Manager and Human Resources Director are hereby authorized to amend the Employee Handbook and Collective Bargaining Agreements to reflect the addition of this additional floating holiday.

Section 4. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-___ be amended by increasing appropriations by the total amount of Forty-Seven Thousand Five Hundred Dollars and No Cents ($47,500.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. The additional floating holiday shall be available for use beginning November 1, 2024 for the 2025 fiscal year.

Section 7. 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 _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
21-Oct-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Police Uniform Services	001-5502-510-1020	Overtime			10,000
	Police Jail Services	001-5507-510-1020	Overtime			4,000
	Fire Operations	001-6002-510-1020	Overtime			13,000
	Total General Fund			$	-	27,000
101	Public Safety Sales Tax Fund					
				$	-	-
	Police PSST	101-5575-510-1020	Overtime			5,000
	Fire PSST	101-6075-510-1020	Overtime			7,000
	Total Public Safety Sales Tax Fund			$	-	12,000
110	Health Fund					
				$	-	-
	Health Animal Control	110-3505-550-1020	Overtime			500
	Total Health Fund			$	-	500
415	Sewer Fund					
				$	-	-
	Sewer Treatment	415-4541-540-1020	Overtime			4,000
	Total Sewer Fund			$	-	4,000
520	Emergency Communications Fund					
				$	-	-
	Dispatch Services	520-8502-510-1020	Overtime			4,000
	Total Emergency Communications Fund			$	-	4,000
	Grand Total			$	-	47,500

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024-004 – approving a Real Estate Contract by and between the City of Joplin, Missouri, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue.

MEETING DATE
October 21, 2024

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

SUMMARY:

This Council Bill approves the Real Estate Contract between the City of Joplin and Vita Nova Village for the sale of the City's property located at 1201 S. Byers Avenue for the sum of Five Hundred Dollars ($500.00).

BACKGROUND:

The City acquired real estate known as 1201 S. Byers through a Sheriff's Sale and declared the real estate surplus property.

The City advertised this real estate for public auction and received one (1) bid, along with a Development Plan by the bidder to develop a tiny village that will provide twenty (20) tiny homes for homeless individuals in Joplin.

The bid was for Five Hundred Dollars ($500.00), which is less than fair market value (FMV); however, the proposed development addresses a critical need related to homelessness in the City, and the Agreement contains a Reversionary Clause whereby the real estate will transfer back to the City if the development doesn't occur.

RECOMMENDATION:
Staff recommends this council bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2024-004; Real Estate Contract (Exhibit "A")

PCE:ab

COUNCIL BILL NO. 2024-004 ORDINANCE NO. _____

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the City acquired real estate known as 1201 S. Byers through a Sheriff's Sale and declared the real estate surplus property.

WHEREAS, the City advertised this real estate for public auction and received one (1) bid, along with a Development Plan by the bidder to develop a tiny village that will provide twenty (20) tiny homes for homeless individuals in Joplin.

WHEREAS, the bid was for Five Hundred Dollars ($500.00), which is less than fair market value (FMV); however, the proposed development addresses a critical need related to homelessness in the City, and the Agreement contains a Reversionary Clause whereby the real estate will transfer back to the City if the development doesn't occur.

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

Section 1. That the Real Estate Contract, in the amount of Five Hundred Dollars ($500.00), by and between the City of Joplin, Missouri, a Municipal Corporation, Seller, and Vita Nova Village, Buyer, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Council Bill shall have an effective date of November 4, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of October, 2024, by and between the **City of Joplin, Missouri**, a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"**, and **Vita Nova Village**, a Missouri Nonprofit Corporation, hereinafter referred to as the **"Buyer"**.

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agree to buy, upon the terms and conditions hereinafter set out, real estate located at 1201 S. Byers Ave., Joplin, MO (the "Property"), the real estate described as follows:

"THE PORTION OF THE FOLLOWING TRACT LYING WEST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE l/4) OF THE NORTHEAST QUARTER (NE l/4) OF SECTION 10, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI, A PART OF MISCELLANEOUS TRACT NUMBERED FORTY-EIGHT (48) IN SECTION 10, TOWNSHIP 27, RANGE 33, AND A PART OF LOTS NUMBERED SEVENTEEN (17) AND EIGHTTEEN (18) IN CARTER'S FIRST ADDITION AND THAT PART OF VACATED 12TH STREET LYING BETWEEN AND ADJOINING LOTS SIXTEEN (16) AND SEVENTEEN (17) CARTER'S FIRST ADDITION, AND A PART OF VACATED PEARK STREET IN THE CITY OF JOPLIN, JASPTER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 59'40" EAST 440.0 FEET, THENCE SOUTH 212.5 FEET MORE OR LESS TO A POINT BEING 25.0 FEET NORTH OF THE CENTERLINE OF MA.IN BURLINGTON NORTHER RAILROAD TRACK, THENCE ON A CHORD NORTH 80 DEGREES 25'10" WEST 409.92 FEET AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD TO THE EAST LINE OF BYERS AVENUE, THENCE NORTH 144.0 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. AND THE PORTION OF THE FOLLOWING TRACT LYING EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE l/4) OF THE NORTHEAST QUARTER (NE l/4) OF SECTION 10, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI, A PART OF MISCELLANEOUS TRACT NUMBERED FORTY-EIGHT (48) IN SECTION 10, TOWNSHIP 27, RANGE 32, AND A PART OF LOTS NUMBERED SEVENTEEN (17) AND EIGHTEEN (18) IN CARTER'S FIRST ADDITION, AND A PART OF VACATED PEARK STREET IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET NORTH OF THE POINT WHERE THE NORTH LINE, IF 12TH STREET WAS EXTENDED, INTERSECTS THE EAST LINE OF BYERS EVENUE IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 59'40" EAST 404.0 FEET, THENCE SOPUTH 212.5 FEET MORE OR LESS TO A POINT BEING 25.0 FEET NORTH OF THE CENTERLINE OF MAIN BURLINGTON NORTHERN RAILROAD TRACK, THENCE ON A CHORD NORTH 80 DEGREES 25'10" WEST 409.92 FEET AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD TO THE EAST LINE OF BYERS

EXHIBIT "A"

AVENUE, THENCE NORTH 144.0 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

2. PURCHASE PRICE. The purchase price to be paid by the Buyer therefor is Five Hundred Dollars ($500.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. REVERSIONARY CLAUSE. It is the intent of the parties to have the real estate, legally described above, revert back to the City in the event construction of the Vita Nova Village tiny home village (the "village"), comprised of twenty (20) four hundred (400) square foot homes is not completed within thirty-six (36) months from the date of Closing. If Buyer fails to complete this project, then upon written notice by the City to Buyer, electing to exercise its rights pursuant to this Section 3, title to the Property shall revert back to the City and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds, or other matters affecting such portion of the Property which were made or created after the date of this Agreement. If construction is in progress on the thirty-six (36) month anniversary date, the parties agree to extend the anniversary date to coincide with the expected completion date of the village by a written, signed extension agreement, not to exceed one (1) year. In the event Buyer does complete construction of the village on the Property and commences operation thereof within such time period, then the City shall execute an instrument, in recordable form reasonably acceptable to the parties, acknowledging the satisfaction of said condition and the termination of City's reversionary interest in the Property. This reversionary clause shall be included in the Quit Claim Deed and recorded with the Jasper County Recorder.

4. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed. Seller makes no warranty or representations about the marketability of title for this real estate. Seller only conveys whatever interest it has in the real estate, which it acquired by a Sheriff's Deed.

5. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county and city, for the year of closing and subsequent years. Any real estate and property taxes due and owing on the property for 2024 and any prior years are solely the responsibility of Buyer.

6. CLOSING. The parties agree that the closing of this contract shall take place at City Hall on or before November 8, 2024, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees, if required by Buyer.

7. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract.

8. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer is a Missouri nonprofit corporation and is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. HOLD HARMLESS. Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expenses arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agent which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyers' breach.

11. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, that includes a reversionary clause as set forth in Section 3.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

12. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

13. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

14. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

15. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

16. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

17. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

18. CONTINGENT UPON APPROVAL. This Contract is contingent upon Seller obtaining approval of this contract by its City Council, which Seller shall obtain within thirty (30) days of the execution of the contract.

19. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

20. SPECIAL TAX BILL. After Closing, the City will cancel any special tax bills that have been assessed by the City against the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

"SELLER" "BUYER"

City of Joplin Missouri,
a Missouri Municipal Corporation

By_____
Nicholas Edwards, City Manager

Vita Nova Village,
a Missouri Nonprofit Corporation

By: Rhonda Thompson
Rhonda Thompson, ~~President &~~ RD
Executive Director

ATTEST:

By_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-137 – Issuance of a Purchase Order with Brentwood Industries, Inc., for purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility.

MEETING DATE
October 21, 2024

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2024-137, Ordinance, Bid Summary, Agreement, Request for Proposal, Proposal

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility.

BACKGROUND
The Turkey Creek Wastewater Treatment Facility is equipped with four (4) Trickling Filter Towers that are a vital part of the wastewater treatment process. The towers use a fixed film biological process that provides the majority of the biological treatment. Continued discharge of acceptable effluent, and compliance with regulatory agencies, depends on this process. The existing PVC media within the four towers is currently functional, however, replacement of this critical infrastructure is necessary to prevent a system failure and ensure the wastewater treatment process continues uninterrupted. The life expectancy of PVC media is typically 20 years. The Turkey Creek Wastewater Treatment Facility trickling tower media is 40 years old. This Council Bill will authorize the purchase of new PVC media for the four (4) trickling filter towers. Funding for purchasing media for two (2) towers was included in the FY2024 Budget. Funding for the purchase of media for the additional two (2) towers was included in the proposed FY2025 Budget. This project was advertised per City procurement policy on 08/10/2024. Bids were solicited and opened on 09/03/2024. Staff received one qualified bid from Brentwood Industries. This bid was below the engineer's estimate.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st reading.

COUNCIL BILL NO. 2024-137 **ORDINANCE NO**

AN ORDINANCE approving the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for the purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility; and, setting a date when this ordinance shall become effective.

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

Section 1. That a Purchase Order to be issued to Brentwood Industries, Inc. in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00), 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, or purchase order in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon final delivery and inspection of the product, and completion of services rendered under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of November 5th, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 East 24th Street | Joplin, MO | 417.680.7200

Jared Nichols, P.E.
Vice President

Tabulation of Bids

Turkey Creek WWTP Trickling Filter Media | Joplin, MO
September 3, 2024, at 10:00 am

Brentwood Industries Reading, PA	$ 4,490,874.00
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Public Works Department
602 S Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT
Brentwood Industries, Inc.
500 Spring Ridge Drive
Reading, PA 19610
610-347-8557

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of October 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal sealed the 5th of August, 2024, which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated August 29, 2024, which proposal is attached hereto and incorporated herein as Exhibit B; and

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

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

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

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

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

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

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

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this

contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

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

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

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

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of conducting the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, which is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be

construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

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

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

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

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

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

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

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

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

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

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

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

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

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

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

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

BRENTWOOD®

August 29, 2024

Subject: Turkey Creek WWTP Bid
Trickling Filter Media
Joplin, MO

Attn: To Whom it may concern

Brentwood is pleased to provide the following proposal in accordance with the bid documents. As requested, the bid documents have been completed and signed by the appropriate parties. Please note that below are Brentwood's clarifications to the bid documents provided.

1. 00 45 13 -1, Attach Certificate of Authority to do Business in Missouri
   As solely an equipment supplier, Brentwood does not have this certificate. A certificate for Pennsylvania has been submitted. We regularly sell equipment and supply projects within the State of Missouri.

2. 00 52 00 – Agreement Between Owner and Contractor, Section 1 Manner and Time for Completion
   Brentwood requests the word "labor" be struck. Brentwood will furnish field service for installation oversight per the specification 46 53 24, but will not provide any installation labor.

3. 00 52 00 – Agreement Between Owner and Contractor, Section 2 Prevailing Wage
   Brentwood requests this be struck in its entirety. As solely an equipment supplier prevailing wage requirements do not apply to Brentwood.

4. 00 52 00 – Agreement Between Owner and Contractor, Section 3 Insurance Requirements Sub-Section d. Owner's and Contractor's Protective Liability Insurance
   Brentwood requests this be struck in its entirety. As solely an equipment supplier Brentwood will not be providing this insurance.

5. 00 52 00 – Agreement Between Owner and Contractor, Section 3 Insurance Requirements Sub-Section e. Builder's Risk Insurance
   Brentwood requests this be struck in its entirety. As solely an equipment supplier Brentwood will not be providing this insurance.

6. 00 52 00 -- Agreement Between Owner and Contractor, Section 13 Liability and Indemnity Sub-Section d
   Brentwood requests "where claim is attributable to Contractor fault" be added at the end of the paragraph.

7. 00 52 00 – Agreement Between Owner and Contractor, Section 13 Liability and Indemnity Sub-Section g,
   Brentwood requests "attributable to Contractor fault" be added at the end of the paragraph.

8. 00 61 13.13 –Performance Bond
   Performance Bond, will be at a later date, per the bid instructions.

9. 00 61 13.16 – Payment Bond
   Payment Bond, will be at a later date, per the bid instructions.

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10. 00 65 13 – Certificate of Compliance
    As solely an equipment supplier this does not apply to Brentwood.

11. 00 65 19.13 – Affidavit of Payment of Debts
    As solely an equipment supplier this does not apply to Brentwood.

12. 00 65 19.16 – Affidavit of Release of Liens
    Will be provided at a later date.

If you have any questions, please contact the below. We look forward to the opportunity to work with you on this project.

Regards,

Charles Greeson
Regional Sales Manager
Brentwood Industries
PH: +1 610-347-8557 (Direct)
charles.greeson@brentwoodindustries.com

BID PROPOSAL #WG07481



Brentwood Trickling Filter Proposal

TURKEY CREEK WWTP

JOPLIN, MO

USA

8/29/2024

BRENTWOOD®

BRENTWOOD INDUSTRIES, INC.
500 Spring Ridge Drive
Reading, PA 19610 USA
+1.610.374.5109

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

Attention: City of Joplin, MO
Bid Date: 9/3/2022

FIRM PROPOSAL

Brentwood Industries, Inc proposes to supply all materials and services as an APPROVED manufacturer and in general accordance with the following plans and specifications, subject to the terms and conditions stated herein.

SPECIFICATION SECTION(S):	**46 53 24**
ADDENDA RECEIVED:	**N/A**

BRENTWOOD PROPOSES TO FURNISH TRICKLING FILTER EQUIPMENT AS FOLLOWS:

Number of Filters: 4
Filter Dimensions: 73.5 ft Diameter
28ft Media depth
Total Media
Volume (ft3) 485,898

ITEMS INCLUDED:

MEDIA SUPPORT SYSTEM

Pultruded fiberglass (FRP) media support Grating - 50% Coverage

MEDIA MODULES (PVC)

Media type: Mixed Media VF3400 / CFS3000

Standard PVC Media Modules with minimum surface area of 27-31-ft2/ft3 and minimum void ratio of 95%. Modules are 1'or 2' (H) x 2' (W) x 4' or 6' (L) meeting 1.0% deflection standard required by Specification.

PROTECTIVE SURFACE GRATING

AccuGrid 24" X 24" X 1.25" polypropylene interlocking protective surface grating panels covering 100% filter surface area.

TESTING & ADDITIONAL SERVICES

Module Compression Tests per specification performed in Brentwood's in-House Lab

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

SCOPE OF SUPPLY NOTES

1) Volume of media delivered will have a wastage factor for cutting
2) Media modules will require field trimming, by others.
3) AccuGrid protective surface grating will require field trimming, by others.
4) FRP Support Grating will require field cutting by others.

CLARIFICATIONS OR EXCEPTIONS TO SPECIFICATIONS:

1) The dimensions, grades, elevations, locations and field measurements or any drawings or specifications issued to Brentwood Industries, Inc. for the purpose of bidding and/or parts design are to be verified by others. All responsibility for field measurements and for verifying the accuracy of all grades, elevations, dimensions, locations, and field measurements are to be performed by others. Any errors due caused by failure to verify all such grades, elevations, dimensions, locations or field measurements shall be promptly rectified by others. This would include price change orders for additional design time, additional material or any other costs associated with the error to Brentwood Industries Inc.



BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

ITEMS SPECIFICALLY NOT INCLUDED AND GENERAL EXCLUSIONS:

(unless amended herein the following are excluded from our scope of supply).

1) Successful contractor shall be responsible for field verification of all dimensions.
2) Foundations and/or concrete modifications to accept Brentwood equipment.
3) Bid, performance, supply or maintenance bonds.
4) Installation of equipment, anchorage, concrete, sealing compounds, anti-seize, shim stock or grout.
5) Spare parts, unless listed elsewhere in this proposal.
6) Unloading, hauling, erection, weather protection or storage of equipment.
7) Removal and disposal of old equipment or excess material or packaging.
8) ,Any component shown or described on a drawing and not shown in the components included section of this proposal, or any component or service not shown in this proposal.
9) Field trimming, cutting or other modifications required to properly install the equipment.
10) Anchors to secure AccuPier or FRP Pultruded Grating to floor or existing concrete supports

SUBMITTALS:

Shop drawing and submittal preparation in accordance with specification or customer requirements.

OPERATION & MAINTENANCE MANUALS:

Unless otherwise specified, one (1) electronic copy, in Adobe PDF format, of our O&M manual, including the installation & layout drawings, can be downloaded via email or Brentwood's FTP site.

FIELD SERVICE:

The services of a qualified Brentwood field technician are included to assist in the inspection of installed equipment, startup and field testing, certification, and operator training, if required by specification.

Duration is limited to 4 trip(s), $3630/trip, for a total of 6 man-day(s), $2420/man-day.

If the Distribution arm and Controls are provided, Field Service will also include individuals qualified for commissioning of distribution arm and controls. Commissioning of controls and distribution arm may occur at a later date and is included in the pricing unless otherwise specified in the clarifications.

Additional field services can be provided at the per diem rate, as listed within the rate sheet. Non-use of contractual field service days does not generate a credit on this project. Field service requires a minimum 2 week notice and is based on technician availability. Less notice may be accommodated with additional costs.

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

TIME AND DELIVERY:

1) Brentwood will furnish initial submittal drawings approximately 6-8 weeks from receipt of a fully executed purchase order and all required structural information including field measurements.
2) Estimated Review: Brentwood assumes a 2 week review and approval period by the consulting engineer.
3) Brentwood will furnish the equipment approximately 20-22 weeks after receipt of final submittal approval or Buyers written release to manufacture for the first filter and 16-18 weeks from release to manufacture for subsequent filters. Or upon a mutually agreed schedule. Buyer assumes all responsibility for material released prior to receipt of returned approved submittal drawings.

FREIGHT:

Freight allowed (best way) to job site. Shipment of media modules will be by common carrier, closed trucks, to minimize damage. All other components will be by flat bed or closed truck , as applicable. It is estimated that approximately Qty (38) 53' Trucks are required per Filter. Seller is not responsible for delays by the carrier. Modules will be palletized on wooden skids to facilitate handling. Disposal of packaging is the sole responsibility of the buyer. Requests for specific methods of shipment will be at the requestors' expense.

SCHEDULE OF VALUES & PAYMENT TERMS:

1) 15% with shop drawing and submittal transmission;
   35% with approved submittals and/or release to manufacture;
   50% on material shipment.
   All payments are 100%, net 30 days from invoice date. Payment terms are subject to credit approval.
2) Terms are not contingent upon nor in conjunction with any agreement purchaser has with other parties.
3) Visit www.brentwoodindustries.com/terms for Brentwood's Water & Wastewater Standard Terms and Conditions of Sale, which are included for reference.

100%, see proposal WG07481

VALIDITY:

This proposal is valid for a period not to exceed 60 days from latest date shown, with project pricing based upon the above shipment schedule. Extensions to delivery timelines may require renegotiation of pricing.

ESCALATION:

Price(s) quoted are subject to adjustment to reflect changes in raw material and/or freight cost(s), should they exceed 3% from the time of quote to the time of delivery. Changes are based on price indexes proved by ChemDataPVC and/or material vendor letter(s), which can be provided upon request. It is understood that it will be Brentwood's option whether to invoke escalation, should the cost(s) exceed this amount.

WARRANTY:

Brentwood warrants its materials to be free of defects in materials or workmanship for a period of sixty month from substantial completion or sixty-six months from date of shipment, whichever shall occur first. Warranty excludes all labor and equipment rental needed to remove and install parts.

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

BILL AND HOLD:

If Purchaser fails to take delivery on any scheduled delivery date based on the terms of the executed purchase Agreement, Brentwood reserves the right to reallocate any Product to other projects and reschedule production for the delayed Product. Purchaser will be required to accept any increase in price associated with the repurchase of material to fulfill the purchased Product requirements and the Product Delivery Date will be rescheduled in conjunction with current production schedules.

If the Purchaser requests that Brentwood holds Product in excess of an agreed upon delivery date and Brentwood agrees to hold the Product, Purchaser will provide written notification to Brentwood to store the Product at its facilities for a period of time prior to shipment ("Bill and Hold"). Brentwood will provide written confirmation of the Bill and Hold to Purchaser, including a Statement of Transfer of Title and invoice.

Payment for the Bill and Hold material is due in accordance with the agreed upon terms in the executed purchase Agreement except to the extent dates must be adjusted due to delivery rescheduling, in which case adjusted dates will be shown on the invoice. All payments will be made in accordance with the invoiced payment terms and instructions.

For all Bill and Holds, Purchaser acknowledges that:

(i) They have made a fixed commitment to purchase the Product.
(ii) Risk of ownership for the Product passes to Purchaser upon signing Statement of Transfer.
(iii) Purchaser has requested that the Product be on a Bill and Hold basis for legitimate business purposes.
(iv) If no delivery date is determined at the time of invoicing and Statement of Transfer and Brentwood does not receive a request for delivery within two (2) months from the Bill and Hold invoice date, Brentwood has the right to release the shipment upon written notice to Purchaser any time following the two (2) month period from Bill and Hold invoice date.

BID PROPOSAL #WG07481 **TURKEY CREEK WWTP - JOPLIN, MO**

MANUFACTURER'S REPRESENTATIVE:
Please direct all questions regarding this proposal to:

Contact: Ty Cooper

Company: JCI Industries, Inc.

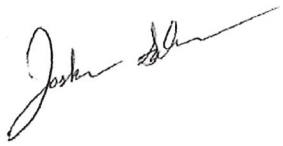
Address: 1161 SE Hamblen Road
Lee's SummitMO 64081
USA

Phone Number: 816.260.8742

Email: tcooper@jciind.com

PRICING SUMMARY:
SEE BID FORM

Proposal Submitted by:





Joshua Sablan, Staff Engineer

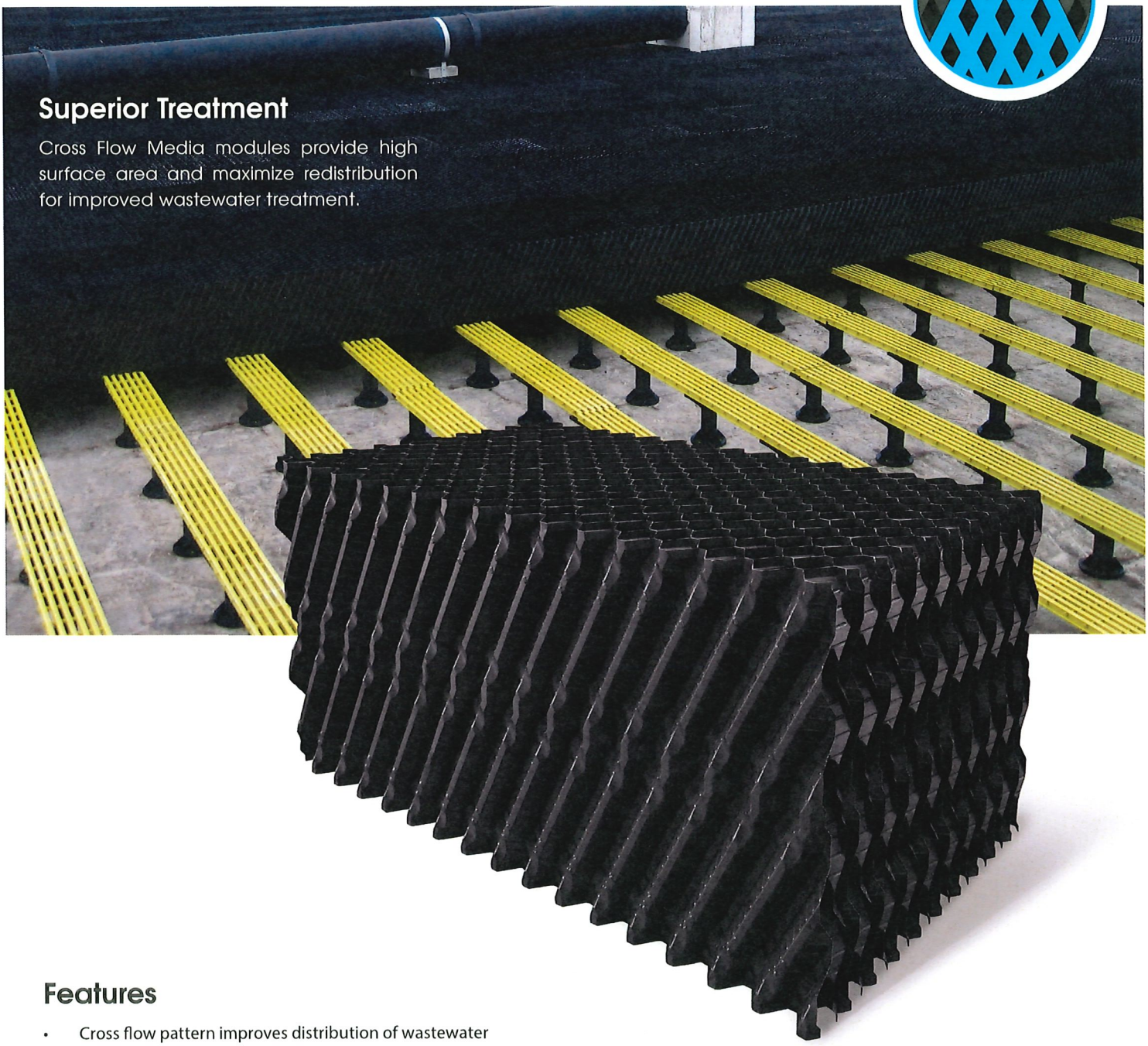
Joshua.Sablan@brentwoodindustries.com
Brentwood Industries

Clint McCorkle, Senior Vice President

LIST ATTACHMENTS
1 - CFS3000 CUT SHEET
2 - VF3400 CUT SHEET
3 - ACCUGRID CUT SHEET
4 - FS RATES
5 - TERMS AND CONDITIONS

CROSS FLOW MEDIA





Superior Treatment

Cross Flow Media modules provide high surface area and maximize redistribution for improved wastewater treatment.

Features

- Cross flow pattern improves distribution of wastewater through the filter media.
- Unique mixing points promote high oxygen transfer.
- Variety of flute sizes available to accommodate varying process requirements.
- Media types suited for nitrification and aerobic carbonaceous BOD removal filters.

BRENTWOOD®

Cross Flow Media

Brentwood's cross flow media provides a cost-effective method for reduction of organics (roughing and polishing) and nitrification of municipal and industrial wastewater. The media modules are fabricated from rigid, non-flammable PVC sheets, which are UV-protected and resistant to rot, fungi, bacteria, acids, and alkalis commonly present in municipal wastewater. Each sheet in a module is assembled in a cross-corrugated pattern with adjacent sheets, creating a minimum 95% void-to-volume ratio. This configuration provides continuous and uniform horizontal distribution of air and water throughout the full media depth.

VARIED APPLICATIONS

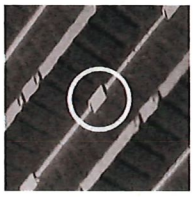
Cross Flow Media modules can be used for both circular and rectangular tank configurations and as part of the following applications:

- New construction or retrofit (replacement of existing media) projects for trickling filters, bio-towers, and nitrification towers.
- Replacement for rock, wood, or random media trickling filters.

Advantages

MEDIA STRENGTH & TESTING

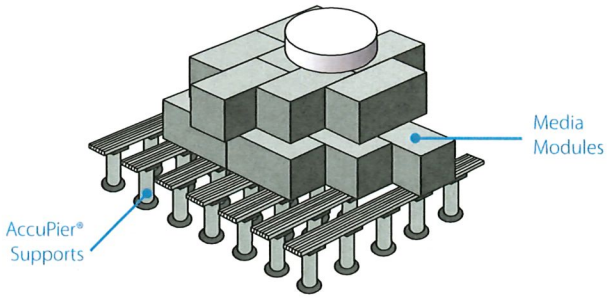
Brentwood performs compression testing to ensure the structural integrity of all media types. The industry-standard test procedure uses four modules in two layers, placed at right angles to each other in a hydraulic test apparatus. The module deflection is measured as a function of the load applied and should not exceed 1 percent at the design load. Brentwood supplies media to a stringent 1 percent deflection criterion, which has allowed us to maintain a record of zero structural product failures over our 25-year history.



DEDICATED BOND JOINTS

Thermoformed PVC sheets are solvent bonded using our dedicated glue joints to create rigid, self-supporting media modules. These bonding points ensure accurate assembly for maximum module strength.

TOWER CONFIGURATION



Cross Flow Media Product Details

PRODUCT	SURFACE AREA	MIXING POINTS	TYPICAL APPLICATIONS
CFS-3000	31 ft^2/ft^3 (102 m^2/m^3)	180/ft^3 (6,356/m^3)	Trickling filters: BOD roughing; BOD removal; Combined BOD removal and nitrification
CF-1900	48 ft^2/ft^3 (157 m^2/m^3)	720/ft^3 (25,424/m^3)	Trickling filters: Shallow filter BOD removal; Ammonium roughing; Complete nitrification
CF-1200	69 ft^2/ft^3 (226 m^2/m^3)	2,457/ft^3 (86,758/m^3)	Trickling filters: Tertiary nitrification; Aquarium oxygenation and nitrification; specialized applications
CF-650	119 ft^2/ft^3 (390 m^2/m^3)	6,864/ft^3 (242,300/m^3)	Odor control, aquaculture, and other unique applications

Why Brentwood?

Brentwood has the ability to provide products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's process knowledge, innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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VERTICAL FLOW MEDIA



Unique Flow Pattern

Vertical Flow Media modules provide anti-fouling advantages through a unique flow pattern for improved wastewater treatment.

Features

- Mid-module splash slope distributes wastewater onto biofilm, ensuring improved process performance.
- Media types suited for anaerobic wastewater digestion and high BOD concentrations roughing filters.
- Unique flow pattern improves biofilm sloughing and reduces plugging potential.
- Variety of flute sizes available to accommodate varying process requirements and carbonaceous loadings.

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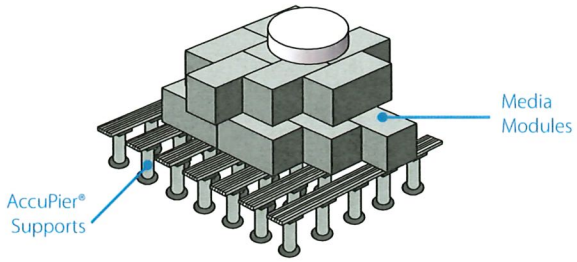
Vertical Flow Media

Brentwood's Vertical Flow Media modules are designed to provide anti-fouling characteristics for bio-degradation of municipal and industrial wastewaters. They are used either in roughing trickling filters to reduce energy consumption for BOD treatment, or in anaerobic digesters to reduce reactor size and recover energy. The modules are fabricated from rigid, non-flammable PVC sheets, which are UV-protected and resistant to rot, fungi, bacteria, acids, and alkalis commonly present in municipal wastewater.

SUPERIOR SOLIDS FLUSHING

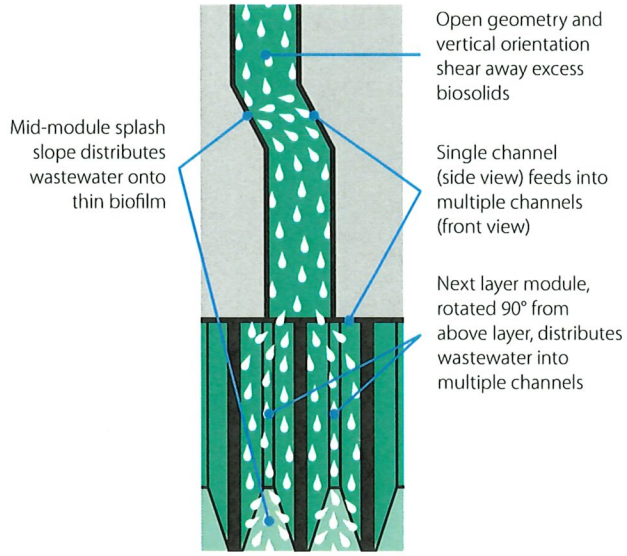
The open geometry and vertical orientation of vertical flow media are designed to shear away excess biosolids, thereby reducing the potential for plugging. Without sharp angles or pockets where excess biomass might accumulate, a thinner biofilm is retained, minimizing loss of effective surface area.

TOWER CONFIGURATION



ENHANCED STRUCTURAL INTEGRITY

Each vertical flow sheet is a combination of flat and corrugated segments, improving the structural integrity of the assembled modules. Brentwood's dedicated glue joints ensure a precise and complete solvent bonding of the sheets for a uniform and homogenous module with superior structural strength. This higher material content per unit of surface area further enhances the module's structural integrity.



Vertical Flow Media Product Details

PRODUCT	SURFACE AREA	TYPICAL APPLICATIONS
VF-5000	30 ft^2/ft^3 (98 m^2/m^3)	Aerobic BOD roughing filters and anaerobic submerged reactors for high-strength wastewater treatment
VF-3800	42 ft^2/ft^3 (131 m^2/m^3)	Submerged fixed-film/IFAS systems; submerged anoxic systems
VF-3400	27 ft^2/ft^3 (89 m^2/m^3)	Aerobic BOD roughing filters and anaerobic submerged reactors for high to very high strength wastewater treatment
VF-3000	60 ft^2/ft^3 (197 m^2/m^3)	Submerged aerobic fixed-film/IFAS systems; submerged anoxic systems
VF-1900	96 ft^2/ft^3 (315 m^2/m^3)	Submerged aerobic nitrification fixed-film systems

Why Brentwood?

Brentwood has the ability to provide products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's process knowledge, innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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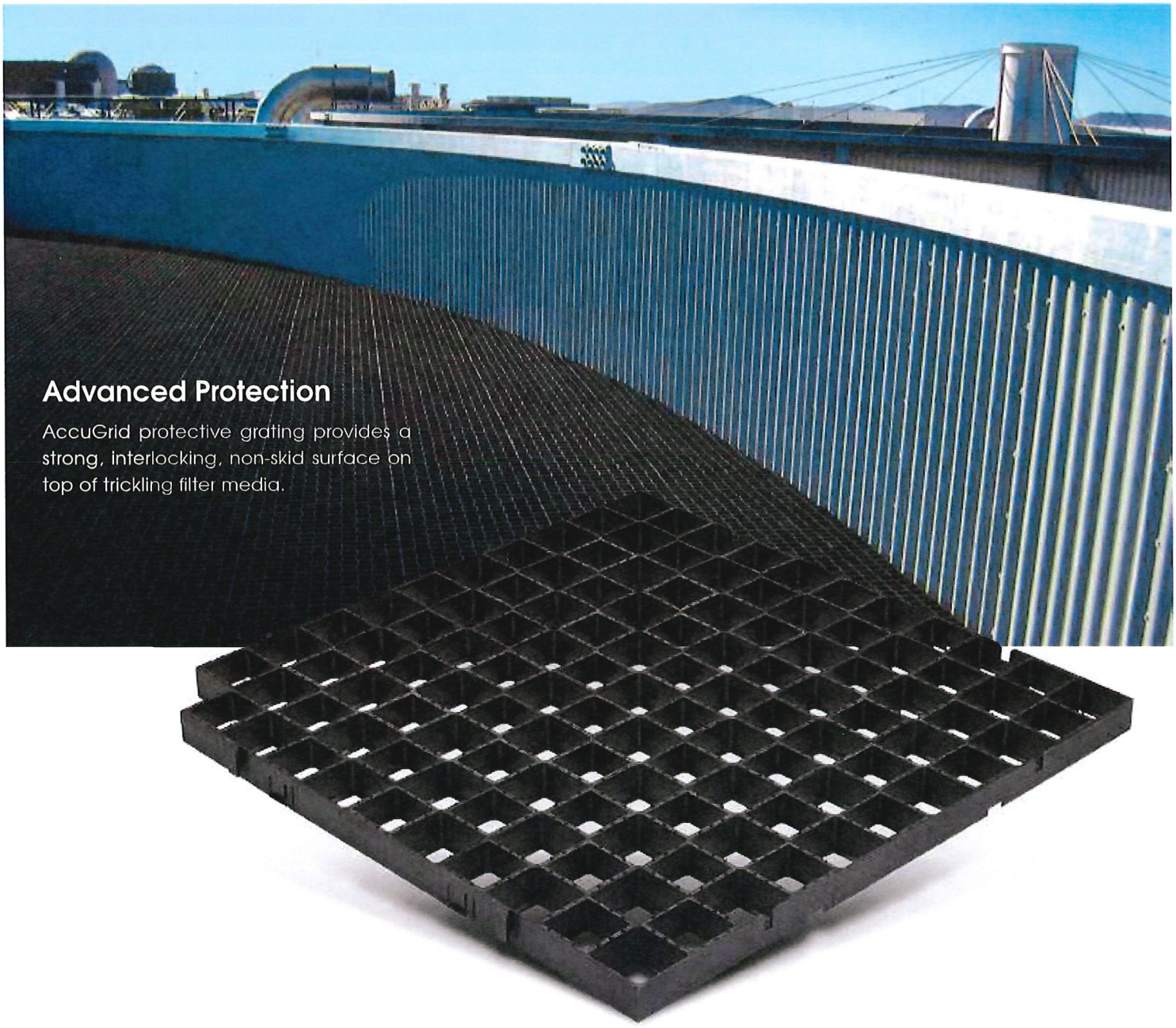
ACCUGRID® BIO-GRATING



Advanced Protection

AccuGrid protective grating provides a strong, interlocking, non-skid surface on top of trickling filter media.

Features

- Non-skid surface provides safe operator access.
- Interlocking panels ensure that protective layer remains flat in place, covering the entire media surface.
- Durable grid pattern minimizes hydraulic impact on media.
- Self-locking tabs ensure consistent, easy assembly.
- UV-stabilized to inhibit degradation of the grating and to protect the underlying modules from extended sun exposure.

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AccuGrid® Bio-Grating

AccuGrid's interlocking panels protect underlying trickling filter media from surface loading, hydraulic impact, and UV degradation. It can be used in rectangular or circular tank configurations and for both retrofit and new construction projects.

EASY INSTALLATION

AccuGrid's innovative design uses one-piece construction of molded-in, self-guiding connections to join the panels. Panels can be cut to size to fit any configuration and do not require edge sealing or any additional hardware, reducing installation time and labor.

STRENGTH

The AccuGrid panels are molded of corrosion-resistant polypropylene for superior strength, maximizing service life for the grating and the media. Additionally, they are capable of supporting foot traffic and provide convenient service walkways.

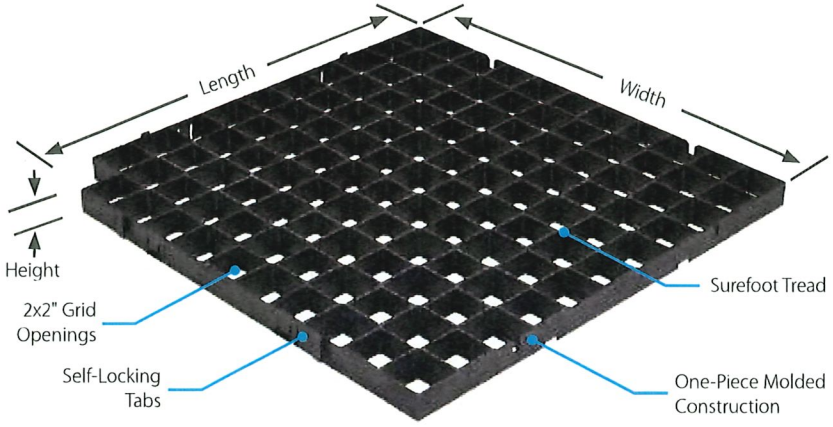


Advantages

- **Cost-effective** alternative to other walkway systems that covers the entire media surface for complete access to the distribution system.
- **Improved safety** by eliminating trip hazards through a surefoot tread design and locking tabs that maintain panel alignment.

AccuGrid Product Details

Length	24 in (610 mm)
Width	24 in (610 mm)
Height	1.25 in (31 mm)
Grid Openings	2 in x 2 in (50 mm x 50 mm)
Color	Black
Material	Polypropylene
Specific Gravity	0.91
Application	Non-Submerged



Why Brentwood?

Brentwood has the ability to provide you with products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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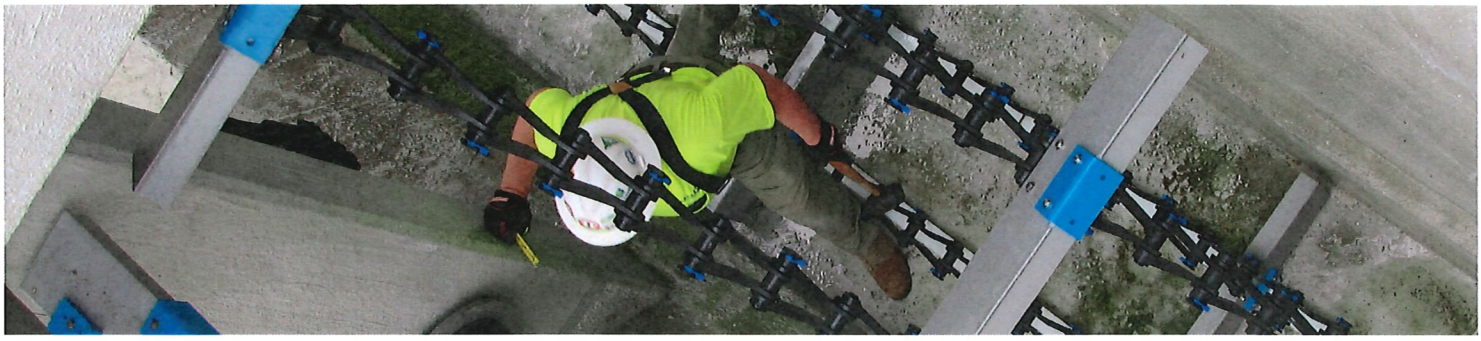
FIELD SERVICE RATES

EFFECTIVE
2022 - 2025



Domestic Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$1,890.00	$2,003.00	$2,123.00	$2,250.00
OT and Saturday	$2,827.00	$2,996.00	$3,175.00	$3,365.00
Sunday and Holiday	$3,780.00	$4,006.00	$4,246.00	$4,500.00

International Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$2,268.00	$2,404.00	$2,548.00	$2,701.00
OT and Saturday	$3,402.00	$3,606.00	$3,822.00	$4,051.00
Sunday and Holiday	$4,538.00	$4,810.00	$5,099.00	$5,404.00

Definition of Labor Rates

Straight time applies to first eight (8) hours worked and traveled Monday through Friday. Any time worked over 8 hours, up to four (4) hours worked and traveled past eight (8) on Monday through Friday, first twelve (12) hours worked on Saturday will be charged at overtime rate. Standby time will be charged at the applicable rate. In case of long-term assignments, Field Service personnel will be rotated at Buyer's expense.

Expenses

Meals, lodging, and incidental expenses will be billed at cost + 15%. Employee travel expenses will be charged at cost +15% for airfare, rental vehicles, taxis and freight. Mileage rate is $0.95 per mile. Rental of lifting or other special equipment, outside inspection services, additional sub contracted services, etc. will be cost +15%.

Notes:

1. This rate sheet supersedes all previously issued rate sheets.
2. All prices in US dollars.
3. Any "site-specific" training required will be billed as time worked.
4. Customer to furnish water, oils, solvents and will dispose of same. Customer will also furnish power and air, parts, ladders, access to job-site, overhead crane upon request, and all necessary work permits.
5. Rates are "Portal-to-Portal". Travel time, to and from the site, will be considered hours worked and billed at the applicable rate.
6. Stand-by time will be considered hours worked and billed at the applicable rates according to the following:
   a. Stand-by from home base – 8 hours per day.
   b. Stand-by while mobilized and in the field – 8 hours per day.
7. A 4-hour minimum will apply to all service work.
8. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
9. This offer is subject to Buyer's acceptance of the Conditions above.
10. This offer and any work performed as a result are exclusively governed by our Terms and Conditions attached. Any additional or conflicting terms contained in any document or purchase order issued authorizing work are expressly objected to in advance and shall not apply, except with the express written consent from Brentwood Industries.

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brentwoodindustries.com
water@brentw.com

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Brentwood Water Group (Water & Wastewater) Standard Terms and Conditions of Sale

Applicability and Acceptance
These terms and conditions of sale ("Terms) are the only terms which govern the sale of product ("Product") by Brentwood Industries, Inc. ("Brentwood") to Purchaser ("Purchaser"). Brentwood and Purchaser together are the "Parties" and each a "Party" herein. Brentwood's accompanying quotation or proposal (collectively "Proposal") and these Terms (collectively this "Agreement"), comprise the entire agreement between the Parties and supersede all understandings, agreements, negotiations, representations, or communications. In the event of a conflict between these Terms and a Proposal, the terms and conditions in the Proposal prevail. Brentwood's commencement of work or service does not constitute acceptance of any Purchase Order. No Purchase Orders will be binding upon Brentwood without express written acceptance by an authorized Brentwood employee. These Terms will be the sole, controlling terms for Purchaser's Purchase Order ("Purchase Order") and no other terms and conditions will apply.

Pricing and Payment:
Payment to be 100% prepayment of goods before shipment unless a credit application has been completed and an extension of credit has been approved. Approved payment terms shall be due in full within thirty (30) days from invoice date. Pricing is in accordance with Brentwood's Proposal. Brentwood reserves the right to adjust the Proposal price at any future time due to raw material and/or labor cost fluctuations greater than +/- 3%.

Shipment and Title:
The shipment terms unless stated otherwise in Brentwood's Proposal will be EXWORKS. Risk of loss and title transfer at Brentwood's facility. Brentwood may, without liability or penalty, make partial shipments of Products to Purchaser.

Inspection and Claims:
Upon delivery of Product, Purchaser must inspect the Product for freight damage and must notify Brentwood in writing within five (5) days after delivery. Furthermore, Purchaser agrees to inspect and accept the Product within a reasonable timeframe. Brentwood may waive claims not made in accordance with the above terms in this section.

Default:
Purchaser's failure to make payment as agreed and according to invoices or Purchaser's failure to perform any of its other obligations under this Agreement constitutes a default. In the event of default, Brentwood will provide written Notice of the default (in accordance with the Notices section of this Agreement) to Purchaser. If Purchaser does not i) correct the default or ii) address how it plans to correct the default in writing to Brentwood within five (5) business days from receipt of Notice of default, Purchaser will remain in default and Brentwood may do any of the following, (i) exercise any and all other rights and remedies of a secured Party under Article 9 of the UCC or applicable law ; (ii) suspend any further Product deliveries or provision of services until Purchaser pays its obligations in full; iii) be excused from any of its performance obligations under this Agreement resulting from Purchaser's delays or inability to complete its obligations; iv) send Purchaser's past due invoice(s) to collections for nonpayment of obligations and report Purchaser's non-payment to appropriate credit agency.

Delays: :
Delays in project schedule beyond the expected ship date not caused by Brentwood which result in additional costs not included in quoted price may be invoiced by Brentwood to Purchaser.

Storage Fees:
Unless otherwise agreed upon by Brentwood and Purchaser, in the event Purchaser notifies Brentwood it cannot take delivery on the agreed upon delivery date on the face of Purchaser's Purchase Order, Brentwood will store the Product free of charge for up to thirty (30) days after the initially agreed delivery date. After the thirtieth (30th) day, Purchaser agrees to pay a monthly storage fee equal to one and one-half (1.5%) percent of the invoice price of the Product. The monthly storage fee will be due in full upon receipt of invoice for the storage fee regardless of whether Purchaser has been invoiced or has paid for the Product.

Termination:
Brentwood or Purchaser may terminate this Agreement if either Party defaults by materially breaching its obligations in this Agreement, provided the breaching Party does not commence correction of the breach within five (5) business days from receipt of written notice of default. The Parties will agree upon a reasonable amount of time to correct the breach. In the event the Party in default fails to correct the breach within the agreed upon time frame, the other Party may terminate the Agreement by providing written notification to the Party in default. In the event of termination, the Purchaser agrees to pay Brentwood cancellation charges in accordance with the table below based on the Purchase Order Value.

Contracted Shipment (weeks)	Elapsed Time – from date of Executed Purchase Order to date of Cancellation (weeks)															
	0 - 2	2.01 - 4	4.01 - 6	6.01 - 8	8.01 - 12	12.01 - 16	16.01 - 20	20.01 - 24	24.01 - 28	28.01 - 32	32.01 - 36	36.01 - 40	40.01 - 44	44.01 - 48	48.01 - 52	52.01 - 56
Up to 8	20	50	75	100												
8.01 - 12	15	40	60	80	100											
12.01 - 16	10	25	45	60	85	100										
16.01 - 20	10	15	25	45	65	85	100									
20.01 - 24	10	10	20	25	50	70	90	100								
24.01 - 28	10	10	15	20	25	50	70	90	100							
28.01 - 32	10	10	10	15	20	35	60	75	90	100						
32.01 - 36	10	10	10	15	20	25	50	60	85	95	100					
36.01 - 40	10	10	10	10	15	25	50	60	70	85	95	100				
40.01 - 44	10	10	10	10	15	25	45	55	65	80	90	95	100			
44.01 - 48	10	10	10	10	15	25	45	55	60	65	80	90	95	100		
48.01 - 52	10	10	10	10	15	20	40	50	55	60	70	85	90	95	100	
52.01 - 56	10	10	10	10	15	20	35	50	55	60	70	80	85	90	95	100

Changes:
Purchase Order changes are subject to Brentwood's written approval, and additional time and charges may apply. Brentwood will not be liable for any delays due to change order requests. Brentwood may make changes to its Product without obligation, apply or manufacture such changes in any Product manufactured prior thereto. Brentwood may make such changes to any ordered Product as does not, in Brentwood's reasonable judgment, interfere with the satisfactory operation of the Product.

Taxes:
All government charges upon the production, shipment or sale of the Product, including, without limitation, sales, use, occupation, export and import taxes, and any other impositions by any government whatsoever, direct or indirect, including those required to be collected by Brentwood, will be paid by Purchaser or, in lieu thereof, Purchaser will furnish Brentwood with an exemption certificate acceptable to the taxing authority. Brentwood reserves and Purchaser disclaims all rights to drawback of duties paid on materials used in the manufacture of the Product. Purchaser will supply Brentwood with proof of exportation and all other documents necessary and otherwise cooperate to obtain payment thereof.

Returns:
No Product may be returned for credit or otherwise unless Purchaser receives Brentwood's authorization. Product authorized for return or credit must be returned in good condition, in its original packaging with completed identification and with all supporting documentation detailing of any claimed defect as required by Brentwood. All shipping and freight charges shall be prepaid by the Purchaser. The returned Product may be subject to a restocking charge of 30%.

Warranty:
Brentwood warrants against defects in materials and workmanship. Warranty coverage is contingent on proper storage, installation, use, operation, maintenance, and shutdown procedures, all occurring under ordinary conditions and in compliance with good industry standards, the approved design criteria, Brentwood's approved Submittal and Operation and Maintenance Manual. The Warranty period shall be limited to twelve (12) months from Product shipment. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee.
The remedy for a covered defect during the Warranty period shall be limited, at Brentwood's option and control, to repair or replacement of defective Parts and Components, including shipping costs. The remedy excludes costs of labor, removal of non-conforming Products, and expenses related to installation of the replacement Products.
THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER OR THIRD PARTY FOR CLAIMS RELATED TO THE PRODUCT. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTIAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

Limitation of Liability:
REGARDLESS OF THE FORM OF ACTION, BRENTWOOD'S LIABILITY RELATING TO THE PRODUCT OR THE MANUFACTURE, SHIPPING, SALE OR USE OF THE PRODUCT SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CAUSE OF ACTION. BRENTWOOD, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, DOWNTIME, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, BUSINESS INTERRUPTION, DELAY IN PERFORMANCE, OR LOST OPPORTUNITIES. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE IN CONNECTION WITH THE SUPPLY OR SUBSEQUENT USE OR POSSIBILITY OF SUCH DAMAGES.

Indemnification:
Purchaser will at all times indemnify, defend and hold harmless Brentwood, its officers, directors, employees, agents, servants and representatives from and against any and all damages, liabilities, losses, claims, suits, penalties, fines, costs, and expenses, including attorneys' fees (collectively, "Claims") arising directly or indirectly out of or in connection with any (a) infringement or misappropriation of any patent, trademark, or other intellectual property right, including third Party rights, arising from Brentwood's adherence to Purchaser's Specifications; (b) use, operation or possession of Brentwood Product, except to the extent the Claim arises from the gross negligence or willful misconduct of Brentwood; or (c) breach by Purchaser of any provision of any Agreement with or obligation to Brentwood.

Brentwood will at all times indemnify, defend and hold harmless Purchaser from and against loss, injury, damage and liability arising directly in connection with bodily injury death, or destruction of tangible or real property, including loss of use directly resulting from or caused by Brentwood or Brentwood's product, its negligent act, error, omission or for damages arising from Brentwood's gross negligence or willful misconduct in performance of its obligations under this Agreement. Claims and damages are limited to Brentwood's proportionate percentage of negligence and/or fault.

Insurance:
Brentwood will maintain and carry insurance including, but not limited to Commercial General Liability in a sum of $1,000,000 per occurrence and Workers Compensation in amounts as required by applicable statute. Additional coverages may be available. Upon request, Brentwood will provide to Purchaser a certificate of insurance evidencing its coverages.

Confidential Information:
All non-public, confidential and proprietary information ("Confidential Information"), whether disclosed orally or reduced to writing, whether or not marked or otherwise designated or not identified as such. Confidential Information does not include information which: (i) is or becomes available to the public generally (other than as a result of a disclosure by the Purchaser in violation of this Agreement); (ii) is subject to public disclosure under any federal, state or local law, ordinance or regulation; (iii) becomes available to Purchaser on a non-confidential basis from a source other than Brentwood; or (iv) was known by or was available to Purchaser prior to or at the time Brentwood disclosed it.

Purchaser agrees to protect and safeguard all Confidential Information with at least the same degree of care as the Purchaser would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Purchaser shall hold all Confidential Information in confidence and shall disclose it only to its employees needing to use the Confidential Information for the limited purposes of this Agreement and said employees shall be bound to the confidentiality Terms of this Agreement. No other disclosure of Confidential Information is allowed unless written permission is granted by Brentwood. Purchaser agrees not to use Brentwood's Confidential Information for any purpose other than this Agreement. Purchaser agrees not to use the Confidential Information in any manner to Brentwood's detriment, including without limitation, to reverse engineer, disassemble, analyze, decompile, copy, modify, develop, or design.

Force Majeure:
Brentwood shall not be liable or responsible to Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent Brentwood's failure or delay is caused by or results from a force majeure event, including, acts of God; flood, fire, earthquake, pandemics, disease outbreaks, explosions or other natural disasters; war, invasion, hostilities, terrorist acts, civil unrest; government orders or actions; embargoes or blockades in effect on or after the date of this Agreement; national emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; shortage of adequate raw materials, labor, power, or transportation facilities; and other similar events beyond the reasonable control of Brentwood.
Brentwood shall give notice within fourteen (14) days of the force majeure event or as soon as reasonably practicable to Brentwood, stating the period of time the occurrence is expected to continue. Brentwood shall use diligent efforts to end the failure or delay and ensure the effects of such are minimized. Brentwood shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Brentwood remains unable to perform its obligations within ten (10) weeks from notice of force majeure event Purchaser may terminate the Agreement.

Governing Law and Jurisdiction:
This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without reference to conflicts of law principles. The Parties hereby agree that disputes hereunder shall be subject to the exclusive jurisdiction and venue of the courts of Berks County, Pennsylvania, in either the Pennsylvania Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. The Purchaser waives any objections based on personal or subject matter jurisdiction or venue.

Export Control:
Purchaser will not use, distribute, transfer, or transmit any Product, components or technical information (even if incorporated into other products) provided in connection with this transaction except in compliance with U.S. export laws and regulations (the "Export Laws"). Purchaser will not, directly or indirectly export or re-export the following items to any country which is in the then-current list of prohibited countries specified in any applicable Export Laws: (a) the Product, components or technical data disclosed or provided to Purchaser by Brentwood; or (b) any improvements or variations of such Product, components or technical data. Purchaser agrees to promptly inform Brentwood in writing of any written authorization issued by the U.S. Department of Commerce office of export licensing to export or re-export any such items referenced in (a) or (b). The obligations stated above in this clause will survive the expiration, cancellation or termination of this Agreement.

Translation:
This document may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over other translations. All dollar amounts are United States currency unless specified otherwise. Purchaser shall abide by the United States Foreign Corrupt Practices Act of 1997, as amended.

Assignment:
Purchaser shall not assign or delegate its obligation hereunder without Brentwood's written consent, and any attempted assignment or delegation without such written consent shall be void.

Waiver:
No waiver by Brentwood of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Brentwood. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability:
If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Notices:
All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid or certified or registered mail (in each case, read receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Authority:
The individual assenting to or executing any documents or orders, whether as a hard copy or, on behalf of Purchaser acknowledges, represents and warrants that he or she has read and understands these Terms and Conditions and has been duly authorized by the Purchaser to execute such on behalf of the Purchaser and bind the Purchaser to these Terms and Conditions.

Relationship of the Parties:
The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Survival:
Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

Amendment and Modification:
This Agreement may only be amended or modified in writing by Brentwood and executed by an authorized representative of each Party.

By signing below both Parties accept Brentwood Water Group (Water and Wastewater) Standard Terms and Conditions of Sale.

BRENTWOOD INDUSTRIES, INC.
By: _____
Print Name: _____
Title: _____
Brentwood Industries, Inc.

PURCHASER
By: _____
Print Name: _____
Title: _____
Company: _____

SECTION 00 41 43 – BID FORM

Proposal of Brentwood Industries, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Pennsylvania doing business as * corporation to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith a Bid Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE

BID FORM
TURKEY CREEK WWTP TRICKLING FILTER MEDIA

Item No.	Item Description	Total
1	Provide Trickling Filter Media for (2) West Towers, Delivered to Treatment Plant	$ 2,223,700
2	Provide Trickling Filter Media for (2) East Towers, Delivered to Treatment Plant	$ 2,223,700
3	All Other Work, Bonding, and Insurance Required to Complete Project per Plans and Specifications	$ 43,474
	Items 1-3 Total	$ 4,490,874

Items in bid schedule are lump sum for work shown on drawings and described in specifications.

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

ATTEST: Clint McCorkle

Brentwood Industries, Inc.
Name of Contractor

By Clint McCorkle

By Charles Greeson

Senior Vice Preseident
Title

Regional Sales Manager
Title

500 Spring Ridge Drive,
Reading, PA 19610
Address (Including Zip Code)

(SEAL)
(If Bid is a Corporation)

BRENTWOOD
500 Spring Ridge Dr.
Reading, PA 19610
USA
INDUSTRIES, INC.

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hartford Fire Insurance Company and Brentwood Industries, Inc., as Principal* as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of Five Percent of Amount Bid DOLLARS ($ 5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 3rd day of September, 2024.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: TURKEY CREEK WWTP TRICKLING FILTER MEDIA.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's BID, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Kristy M. Kohler (L.S.)
Principal

Brentwood Industries, Inc.
Company

Hartford Fire Insurance Company
Surety

By Evelyn A. Benevento
Evelyn A. Benevento, Attorney-In-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION 00 43 13

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
Agency Code: 44-419327

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Kimberly L. Miles of Charleston WV, Evelyn A. Benevento, Jessica J. Bentley, Lisa M. Habermehl, Francis M. McGinley, Donna Spirt, Katelyn Williams of BLUE BELL, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 3, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name: Brentwood Industries, Inc.

(Company Name)

500 Spring Ridge Drive — Reading, PA 19610

(Address) (City, State, Zip Code)

610.347.8557 — 610.376.6022 — charles.greeson@brentwoodindustries.com

(Phone Number) (Fax Number) (E-mail)

Date: 08/29/2024

Construction Capabilities:

- ☐ General Contracting
- ☐ Electrical
- ☐ Plumbing
- ☐ HVAC
- ☐ Demolition
- ☐ Earthmoving
- ☐ Asbestos Abatement
- ☒ Other: Equipment Manufacturer

For Corporations Only:

Federal ID Number: 23-165 8487

Name of State(s) in which incorporated: Pennsylvania

Date(s) of incorporation: 1965

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri Equipment supplier only
2. Certificate Number: TSC210524141424-1, PA Date: 05/24/2021

Caitlin Banta
(President's Name)

Clint McCorkle
(Vice-President's Name)

Kristin Kohler
(Secretary's Name)

Scott Schanzenbach
(~~Treasurer's Name~~) (Controller)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 23-165 8487

Percent of work done by Contractor: 100%, see proposal WG07481

Number of years in business: 59

or SSN: _____ Number of Permanent Employees: 797

Geographical limits of operation:

Brentwood will not conduct business with any company or individual person listed on OFAC's blocked party list.

If you have done business under a different name, please give name and location: N/A

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

No.

Date: Dated this Twenty-Ninth day of August, 20 24.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Business Name: Brentwood Industries, Inc.

Address: 500 Spring Ridge Drive, Reading, PA 19610

Telephone: 610.347.8557 Fax Number: 610.376.6022

Federal ID Number: 23-165 8487 Social Security Number: N/A

Duns Number: 050507144

Incorporated under the laws of the State of: Pennsylvania

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

Clint McCorkle
(Bidder's Signature)

Kristin M. Kohler
(Corporate Secretary's Signature and Seal)

Clint McCorkle
(Typed or Printed Name of Signor)

BRENTWOOD INDUSTRIES, INC.
500 Spring Ridge Dr.
Reading, PA 19610
USA

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

05/24/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

BRENTWOOD INDUSTRIES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Veronica W. Degraffenreid

Acting Secretary of the Commonwealth

Certification Number: TSC210524141424-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

Joshua Sablan

being first duly sworn, deposes and says that he/she is

Staff Engineer

Title of Person Signing

of Brentwood Industries, Inc.

Brentwood Industries, Inc.

Name of Bidder

that all statements made and facts set out in the proposal for the TURKEY CREEK WWTP TRICKLING FILTER MEDIA project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY Joshua Sablan

BY Joshua Sablan

BY _____

SWORN to before me this 29th day of August 2024

Notary Public

My Commission Expires 01/03/2028

END OF SECTION 00 45 19

TE'ASIA R WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244000180
MY COMMISSION EXPIRES 01/03/2028

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS
for
TURKEY CREEK WWTP
TRICKLING FILTER MEDIA
JOPLIN, MISSOURI

August 2024

Prepared by

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers ● Surveyors
Joplin, MO • Rolla, MO • Springfield, MO • Kansas City, MO • Tulsa OK • Bentonville AR

SECTION 00 01 05 - CERTIFICATIONS

It is herby specified, pursuant to RSMo. 327.411 that the documents intended to be authenticated by the Civil Engineer, Allgeier Martin & Associates, and by the undersigned's seal are limited to:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 00 Procurement and Contracting Requirements
- 00 01 01 Project Title Page
- 00 01 05 Certifications
- 00 01 10 Table of Contents
- 00 01 15 Drawing Index

00 10 00 Solicitation
- 00 11 16 Invitation to Bid

00 20 00 Instructions for Procurement
- 00 21 13 Instructions to Bidders

00 40 00 Procurement Forms and Supplements
- 00 41 43 Bid Form
- 00 43 13 Bid Bond
- 00 45 13 Contractor Statement of Qualifications
- 00 45 19 Anti-Collusion Statement

00 50 00 Contracting Forms and Supplements
- 00 51 00 Notice of Award
- 00 52 00 Agreement Between Owner and Contractor
- 00 55 00 Notice to Proceed

00 60 00 Project Forms
- 00 61 13.13 Performance Bond
- 00 61 13.16 Payment Bond
- 00 62 76.13 Sales Tax Exemption

00 65 00 Closeout Forms
- 00 65 13 Certificate of Compliance
- 00 65 19.13 Affidavit of Payment of Debts
- 00 65 19.16 Affidavit of Release of Liens

00 70 00 Conditions of the Contract
- 00 72 00 General Conditions of Contract
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DIVISION 01 – GENERAL REQUIREMENTS

01 00 00 General Requirements
- 01 11 00 Summary of Work
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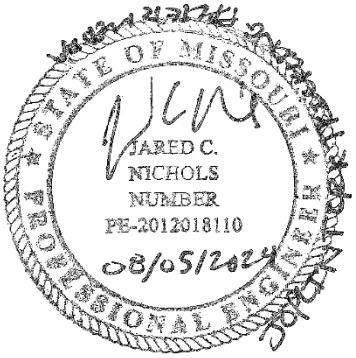
DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

- 46 53 24 Trickling Filter Tower Media



_____

Jared C. Nichols License No. PE-2012018110

END OF SECTION 00 01 05

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END OF SECTION 00 01 10

SECTION 00 01 15 – DRAWING INDEX

DWG No.	DRAWING TITLE
1	TRICKLING FILTER RENOVATION PLAN
2	ENLARGED PLAN AND TYPICAL WALL SECTION

END OF SECTION 00 01 15

SECTION 00 11 16 – INVITATION TO BID

SEALED BIDS for construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA for the City of Joplin, Missouri will be received by the City of Joplin, Missouri at Joplin City Hall, 602 S. Main Street, 4th Floor Conference Room, Joplin, Missouri, 64801 until 10:00 A.M., September 3rd, 2024. Bids will then be publicly opened and read aloud in the 4th Floor Conference Room at this same address.

The work to be performed consists of providing tricking filter media to the site.

Copies of the plans and specifications are on file and may be examined at the office of Allgeier, Martin and Associates, Inc., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and click on the project. Digital download cost is $30.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $50.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7194. If paying for hard copies by credit card, contact Cindy Olds at 417-680-7193. An additional processing fee of $10.00 shall apply to all credit card transactions.

PLEASE NOTE: It is the sole responsibility of all planholders, whether they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of bid information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid

Each Bidder must deposit with his bid, security in the amount of five percent (5%) of his base bid, which is subject to conditions provided in the Instructions to Bidders.

No Bidder may withdraw his bid within sixty (60) calendar days after the actual date of the opening thereof.

Attention of the Bidder is particularly called to the requirements as to conditions of employment to be observed, and that the Bidder must comply with the payment of hourly wage rates, including all fringe benefits, as established by Sections 290.210-340, RsMO, as amended in 1993, pertaining to the prevailing hourly rate of wages and including fringe benefits, as established by the Department of Labor and Industrial Relations of the State of Missouri. A copy of the determination is provided within the documents.

Bidders on this work will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

Bidders with questions concerning this Invitation may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

Daniel Johnson, P.E., Director of Public Works

END OF SECTION 00 11 16

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

BIDS will be received by the City of Joplin, Missouri (herein called the "OWNER") at the Public Works Department, 602 South Main Street, 4th Floor, Joplin, MO 64801 until 10:00 A.M., September 3rd, 2024 and then at said office be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City of Joplin Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801. Opening of Bids will occur in the 4th Floor Conference Room at this same address. Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR TURKEY CREEK WWTP TRICKLING FILTER MEDIA, and the envelope should bear on the outside the name of the BIDDER, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801.

All BIDS must be made on the required BID form, Section 00 41 43 of these specifications. BIDDER shall submit a TOTAL BID AMOUNT on the appropriate page. TOTAL BID AMOUNT shall be written in ink or typewritten. Bid form shall be executed when submitted. Only one copy of the BID form is required. TOTAL BID AMOUNT will serve as the basis for comparison of bids.

Local Preference:
Section D., "Acceptable Preferences" of the City's Procurement Policy, effective March 20, 2023, contains the following paragraphs pertaining to preference to Local Vendors:

Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. When a formal written bid or proposal is not required, local vendors may be given an opportunity to match prices offered by non-local vendors, as long as the products are equal as to specifications and quality requirements.

A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a. Those businesses with only a local post office box; or
b. Those businesses with a sales presence in the said radius, but no physical business location within the said radius; or
c. Home based businesses that merely take orders for products shipped from out-of-town to their customers.

When bids or proposals are received from both local and non-local vendors or contractors, the local bidder may be given preference in the awarding of the bid provided that its bid meets all other specification, quality, and service requirements in the following instances:

a. If a local bidder is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00.
b. The local purchasing preference policy shall not apply in the following instances:
    (1) When purchases and or contracts are funded in whole or in part by federal funds.
    (2) When such preference is in conflict with any applicable state or federal laws, rules or regulations.
    (3) When construction projects are financed with public assistance, including but not limited to, tax increment financing, Chapter 100 bonds, Chapter 353 redevelopment projects and enterprise zone redevelopment.
c. In the event that a general/prime contractor wishes a bid to be considered local, such contractor must either be local as defined above and at least 51% of the value of the total work to be performed as set forth in the bid price must be accomplished by the general/prime contractor or subcontractors considered local pursuant to this policy as defined above; or, utilize subcontractors considered local who will perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid. The general/prime contractor will be required to document this information and provide it with the bid in order for the bid to be

considered under the local vendor preference policy and provide an Affidavit(s) signed by the local subcontractor(s) specifying and verifying the total work they will perform in the total bid price.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return upon request the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned upon request. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned if requested. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case, the BID BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose, as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award of the contract will be made to the responsive, responsible BIDDER submitting the lowest TOTAL BID AMOUNT. Following the reading of the BIDS, the BIDDER submitting the lowest TOTAL BID AMOUNT and having supplied the necessary BID BOND and Anti-Collusion Statement shall be designated the Apparent Low Bidder. Within ten (10) calendar days from the date of the Bid opening, the Apparent Low Bidder shall provide to the Owner the Contractor's Statement of Qualifications, and a detailed price breakdown of all components of the project with the sum of the extended total of all such component prices equaling the TOTAL BID AMOUNT.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 365 consecutive calendar days thereafter.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is ALLGEIER, MARTIN & ASSOCIATES, INC. The address is 7231 East 24th Street, Joplin, MO 64804: Contact: Jared Nichols, P.E. 417-680-7200

END OF SECTION 00 21 13

SECTION 00 41 43 – BID FORM

Proposal of _____ (hereinafter called "BIDDER"),

organized and existing under the laws of the State of _____ doing

business as * _____ to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith a Bid Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert “a corporation”, “a partnership”, or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

BID FORM
TURKEY CREEK WWTP TRICKLING FILTER MEDIA

Item No.	Item Description	Total
1	Provide Trickling Filter Media for (2) West Towers, Delivered to Treatment Plant	$
2	Provide Trickling Filter Media for (2) East Towers, Delivered to Treatment Plant	$
3	All Other Work, Bonding, and Insurance Required to Complete Project per Plans and Specifications	$
	Items 1-3 Total	$

Items in bid schedule are lump sum for work shown on drawings and described in specifications.

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

ATTEST:

_____
Name of Contractor

By_____ By_____

_____ _____
Title Title

(SEAL)
(If Bid is a Corporation)

_____
Address (Including Zip Code)

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____DOLLARS ($_____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 20___.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: TURKEY CREEK WWTP TRICKLING FILTER MEDIA.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's BID, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) _____

Principal Company

_____

Surety

By_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION 00 43 13

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name:

_____

(Company Name)

_____

(Address) (City, State, Zip Code)

_____

(Phone Number) (Fax Number) (E-mail)

Date: _____

Construction Capabilities:

- ❑ General Contracting
- ❑ Electrical
- ❑ Plumbing
- ❑ HVAC
- ❑ Demolition
- ❑ Earthmoving
- ❑ Asbestos Abatement
- ❑ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number: _____ Date:

_____ _____

(President's Name) (Vice-President's Name)

_____ _____

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ❑ General ❑ Limited ❑ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____

Percent of work done by Contractor: _____ Number of years in business: _____

or SSN: _____ Number of Permanent Employees: _____

Geographical limits of operation:

_____

If you have done business under a different name, please give name and location: _____

_____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

_____

Date: Dated this _____ day of _____ , 20____ .

Signatures:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

being first duly sworn, deposes and says that he/she is

_____

Title of Person Signing

of_____

_____

Name of Bidder

that all statements made and facts set out in the proposal for the TURKEY CREEK WWTP TRICKLING FILTER MEDIA project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY_____

BY_____

BY_____

SWORN to before me this _____ day of _____ 20 ___.

_____

Notary Public

My Commission Expires _____

END OF SECTION 00 45 19

SECTION 00 51 00 – NOTICE OF AWARD

TO: _____

_____

_____

_____

PROJECT Description: TURKEY CREEK WWTP TRICKLING FILTER MEDIA

The OWNER has considered the BID submitted by you on _____, 20__ for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ _____DOLLARS ($_____).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title: _____

this the _____ day of _____, 20__.

END OF SECTION 00 51 00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

The City and Contractor agree to the following:

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

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

16. Contract Documents. The contract documents shall consist of the following:
    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (Latest Revised Edition)
    e. Special Conditions & Provisions
    f. Bid Form

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

SECTION 00 55 00 – NOTICE TO PROCEED

TO _____ Date _____

_____ Project CITY OF JOPLIN

_____ TURKEY CREEK WWTP TRICKLING FILTER MEDIA

_____ _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20___ on or before _____, 20___ and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20_____.

CITY OF JOPLIN, MISSOURI

By _____

_____
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day of _____, 20____

By _____

Title _____

END OF SECTION 00 55 00

SECTION 00 61 13.13 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri

(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original,

this the _____ day of _____,20_____

ATTEST:

_____
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION 00 61 13.13

SECTION 00 61 13.16 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri

(Name of Owner)

602 S. Main Street, Joplin, MO 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,

dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for:

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the

_____ day of _____ 20___.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

_____
(Principal)

By_____

_____
(Address)

_____

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION 00 61 13.16

SECTION 00 62 76.13 – SALES TAX EXEMPTION

Missouri State Statutes 144.062, effective August 28, 1994, and as clarified by subsequent amendment(s), allows for issuance of a sales tax exemption to contractors constructing, repairing, or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax-exempt entity. The tax-exempt entity shall furnish to the Contractor a signed Missouri Project Exemption Certificate authorizing such purchases for the construction, repair, or remodeling project. The Contractor shall furnish the certificate to all subcontractors.

For further information, the Contractor shall contact the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102, telephone (573) 751-1300; or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, telephone (573) 751-2836.

Included with this section is a copy of the Missouri Project Exemption Certificate, which has been approved by the Missouri Department of Revenue.

Reset Form Print Form

MISSOURI DEPARTMENT OF REVENUE

Form 5060

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	__ __ / __ __ / __ __ __ __		__ __ / __ __ / __ __ __ __
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
			__ __ / __ __ / __ __ __ __

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code

Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Form 5060 (Revised 11-2019)

END OF SECTION 00 62 76.13

SECTION 00 65 13 – CERTIFICATE OF COMPLIANCE

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of Missouri, personally came and appeared

_____

(Name) (Position)

of the _____

(Name of the Company)

(A corporation) (a partnership) (a proprietorship) and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No.(s). _____issued by the Division of Labor Standards on the _____ day of_____, 20___in carrying out the contract and work in connection with the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA, in Jasper County, Missouri, and completed on the _____ day of_____, 20____.

_____

(Signature)

Subscribed and sworn to me this _____ day of_____, 20__.

My Commission expires:_____

_____

Notary Public

END OF SECTION 00 65 13

SECTION 00 65 19.13 – AFFIDAVIT OF PAYMENT OF DEBTS

_____ certifies that they are the _____
(Name) (Title)

of _____ of _____
(Name of Contractor) (Address)

the Contractor, in a Contract dated _____, 20_____

entered into between the Contractor and CITY OF JOPLIN, MISSOURI of 602 S. Main Street, Joplin, Missouri 64801, the Owner, for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By _____

Date _____

For _____

END OF SECTION 00 65 19.13

SECTION 00 65 19.16 – AFFIDAVIT OF RELEASE OF LIENS

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1) _____
to furnish (2) _____
for the premises known as (3) _____
of which (4) _____is the owner.

The undersigned, for and in consideration of (5) $_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20___.
Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn deposes and says that he is (8) _____ of the (10) _____ who is the contractor for the (11) _____ work on (12) TURKEY CREEK WWTP TRICKLING FILTER MEDIA owned by (13) the City of Joplin, Missouri; That the total amount of the contract including extras is (14) $_____ on which he has received payment of (15) $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.
Signature: (17) _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature: (18) _____

INSTRUCTIONS FOR WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner.

2. Name the trade (electric, plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures.

6. The date signed.

7. The sub-contractor's signature and company name.

8, 9 & 10. The name of the subcontractor signing the waiver, his corporate title, and the name of his company.

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amount paid prior to this draw

16. If material delivered to site by a material supplier[1] list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e., the contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: If a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

END OF SECTION 00 65 19.16

SECTION 00 72 00 – GENERAL CONDITIONS OF CONTRACT

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land & Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order by the OWNER to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Advertisement For Bids, Information For Bidders, BID, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER/ARCHITECT's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence

to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the

CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their

unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the

CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 "This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved by the Owner

(b) An agreed lump sum.

(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 See Section 00 52 00 – Agreement 2022; and City of Joplin Standard Specifications, Division 0000 General Requirements and Provisions, Section 0400.19 for associated requirements.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify

the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five (5) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After five (5) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain five percent (5%) of the amount of each payment for the duration of the project. If at any time the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall establish the retainage at a level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the

CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The form and limits of such insurance shall be as set forth in Section 00 52 00- Agreement 2022 of these CONTRACT DOCUMENTS. Note that a separate policy must be provided for Owner's and Contractor's Protective Liability Insurance, in addition to the policies for Workers" Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Labor and Materials Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety

of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including, but not limited to, costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

END OF SECTION 00 72 00

SECTION 00 73 00 - SUPPLEMENTAL GENERAL CONDITIONS

1.1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer no later than seven (7) days before the opening of bids, and the Engineer will issue addenda identifying manufacturers of approved alternate equipment.

1.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

1.3 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

1.4 CLOSE OUT DOCUMENTATION

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver to the OWNER, through the Engineer:

Notarized Contractor's Certificate of Compliance in SECTION 00 65 13, signed by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

Affidavit of Payment of Debts in SECTION 00 65 19.13 signed by the CONTRACTOR, listing all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project and stating they have been paid in full.

Notarized Affidavit of Release of Lien in SECTION 00 65 19.16, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

1.5 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, by taking detailed photographs and/or videos. The documentation will be used to settle any disputes with the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle such disputes, the Resident Project Representative's judgment shall be relied upon.

END OF SECTION 00 73 00

SECTION 00 73 43 - WAGE RATE REQUIREMENTS

STATE OF MISSOURI PREVAILING WAGE LAW & RULES

Prevailing hourly rates of wages shown on the following annual wage order are hereby incorporated in the contract specifications and made a part thereof. Contractor's attention is particularly called to the Performance-Payment Bond form, which includes provisions that will guarantee his faithful performance of the prevailing hourly wage requirements of the contract.

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

The contractor will forfeit a penalty to the Owner of $100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, unless they have previously completed the program and have documentation of doing so.

The contractor will forfeit a penalty to the Owner of $2,500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required safety training.

The Contractor shall be required to submit a certified copy of all weekly payrolls to the Owner and Engineer showing that the classification of workmen and the hourly wage rates being paid fully comply with the Wage Determination for the Project. Required from subcontractors, also via the Contractor, send one copy to City, one copy to Engineer.

The Contractor shall cause to be displayed a complete copy of the Wage Determination for the project as set forth in the Prevailing Wage Law.

Prior to Final Acceptance of the Project, the CONTRACTOR shall obtain and deliver in duplicate to the Owner, through the Engineer, notarized Affidavits of Compliance with the Prevailing Wage Law, in the form attached hereto, from the Contractor and all subcontractors furnishing services for the Project.

PREVAILING WAGE LAW, CHAPTER 290
Section 290.210 through 290.340 as Amended RSMo 1987, 1986, & Cumm. Supp. 1993

290.210 Definitions - As used in Section 290.210 to 290.340, unless the context indicates otherwise:

(1) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting, and decorating, or major repairs

(2) "Department" means the Department of Labor and Industrial Relations.

(3) "Locality" means the county where the physical work upon public works is performed, except that if there is not available in the county a sufficient number of competent skilled workmen to construct the public works efficiently and properly, "locality" may include two or more counties adjacent to the one in which the work or construction is to be performed and from which such workers may be obtained in sufficient numbers to perform the work, and that, with respect to contracts with the state highway commission, "locality" may be construed to include two or more adjacent counties from which workmen may be accessible for work on such construction.

(4) "Maintenance work" means the repair, but not the replacement of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased.

(5) "Prevailing hourly rate of wages" means the wages paid generally in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determination of the department, insofar as Sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions to trustees or third persons as provided herein, by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions, and costs is not less than the rate of pay plus the other amounts as provided herein.

(6) "Public Body" means the State of Missouri or any officer, official, authority, board or commission of the state or other political subdivision thereof, or any institution supported in whole or in part by public funds.

(7) "Public Works" means all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds, when let to contract by said utility. It does not include any work done for or by any drainage or levee district.

(8) "Workmen" means laborers, workmen, and mechanics.

290.220 Policy declared - It is hereby declared to be the policy of the State of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

290.230 Prevailing wage rates required on construction of public works.

(1) Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to all workmen employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work. Only such workmen as are directly employed by contractors or subcontractors in actual construction work on the site of the building or

construction job shall be deemed to be employed upon public works.

(2) When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on public works.

290.240 Department of Labor and Industrial Relations to enforce - make regulations

(1) The department shall inquire diligently as to any violation of Sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of Sections 290.210 to 290.340.

(2) The department may establish rules and regulations for the purpose of carrying out the provisions of Sections 290.210 to 290.340.

290.250 Prevailing wage, incorporation into contracts -- failure to pay, Penalty -- complaint of violation, public body or prime contractor to withhold payment. Every public body authorized to contract for or construct public works, before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract, what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. It shall also require in all contractor's bonds that the contractor include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract. The contractor shall forfeit as a penalty to the state, county, city, and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 committed in the course of the execution of the contract, and when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the provisions of Sections 290.210 to 290.340 and if payment has already been made to him, the contractor may recover from the amount of the penalty in a suit at law.

290.260 Determination of hourly rate for highway commission, when made, where filed, objections, hearing, determination

(1) The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages in the localities. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July 1st of each year for the Missouri State Highway Commission and shall remain in effect until supersede by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

(2) A certified copy of the determination so made shall be filed immediately with the Secretary of State and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

(4) Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The department, at its discretion, may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing, the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the Secretary of State and with the Department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536, RSMo, and be made a party to the proceedings.

(9) All proceedings in any court affecting a determination of the department under the provisions of Sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

290.262 Determination of hourly rate by location and occupation title, when made, where filed objections, hearings-final determination-notice to department by public body, when –

(1) Except as otherwise provided in Section 290.260, the department shall annually investigate and determine the prevailing hourly rate of wages in each locality for each separate occupational title. A final determination applicable to every locality to be contained in an annual wage order shall be made annually on or before July first of each year, and shall remain in effect until superseded by a new annual wage order or as otherwise provided in this section. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality, and shall, by March tenth of each, make an initial determination for each occupational title within the locality.

(2) A certified copy of the initial determinations so made shall be filed immediately with the Secretary of State and with the Department in Jefferson City. Copies shall be supplied by the Department to all persons requesting them within ten days after filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to a determination or part thereof that he deems objectionable, by filing a written notice with the Department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

(4) After the receipt of the objection, the Department shall set a date for a hearing of the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The Department, at its discretion, may hear each written objection separately, or consolidate for hearing any two or more written objections. At the hearing, the Department shall first introduce in evidence the investigation it instituted and the other facts that were considered at the time of the original determination that formed the basis for its determination. The Department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the Department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately the Department shall file a certified copy of its final determination with the Secretary of State and with the Department, and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the Department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the Department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial, any person affected by the final determination of the Department may intervene in the proceedings to review under Chapter 536, RSMo, and be made a party to the proceedings.

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement that covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer, in regard to such collective bargaining agreement, shall notify the Department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

(10) In addition to all other reporting requirements of sections 290.210 to 290.340, each public body that is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the Department, on a form prescribed by the Department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

290.263 Hourly wage must equal or exceed federal minimum wage - The hourly wages to be paid as prescribed in Section 290.250 to workmen upon public works shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

290.265 Wage rates posted, where - A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

290.270 Declaration as to prevailing wages final - maximum wages and hours not limited - The finding of the department ascertaining and declaring the prevailing hourly rate of wages shall be final for the locality, unless reviewed under the provisions of Sections 290.210 to 290.340. Nothing in Sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any workman employed on any public work of more than the prevailing rate of wages. Nothing in Sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any workman in any particular period of time.

290.280 Administration of oaths - subpoenas - enforcement of subpoenas - The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or any refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by Section 536.077, RSMo, for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

290.290 Contractor's payroll records, contents - affidavit of compliance required – signs on motor vehicles and equipment, requirements – temporary stationary sign, when – exception –

(1) The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

(3) Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo, and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment that is used in connection with such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet, but the size of the lettering need not be larger than two inches. In cases where equipment is leased, or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign with the information required pursuant to this subsection, at the main entrance of the construction project site in place of affixing the required information on the equipment, so long as such sign is not in violation of any state or federal statute, rule, or regulation. Motor vehicles that are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

(4) The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

290.300 Actions for prevailing wages by workmen authorized - Any workman employed by the contractor or by any subcontractor under the contractor who shall be paid for his services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

290.305 Rebates by workmen prohibited, exceptions. No person, firm, or corporation shall violate the wage provisions of any contract contemplated in Sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in Sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in Sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand, or receive, either before or after such workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request, or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

290.315 Deductions from wages agreement to be written, approval of public body required - All contractors required in Sections 290.210 to 290.340 to pay not less than the prevailing rate of wages shall make full payment of such wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section does not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

290.320 Advertising for bids before prevailing wage is determined prohibited - No public body, officer, official, member, agent, or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the prevailing rates of wages of workmen for each class of work called for by the public works in the locality where the work is to be performed as provided in Sections 290.210 to 290.340.

290.325 Awarding contract on payment without prevailing wage determinations prohibited - No public body, officer, official, member, agent, or representative thereof authorized to contract for public works shall award a contract for the construction of such improvement or disburse any funds on account of the construction of such public improvement, unless prevailing rates of wages of workmen for the class of work called for by such public works in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

290.330 Convicted violators of Sections 290.210 to 290.340 listed, effect of - The department after investigation, upon complaint or upon its own initiative, shall file with the Secretary of State a list of the contractors and subcontractors whom it finds have been prosecuted and convicted for violations of Sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of such subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the Secretary of State shall be notice to all public bodies and their officers, officials, members, agents, and representatives.

290.335 Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized - If it is found that a public body, contractor, or subcontractor has not complied with any of the terms of Sections 290.210 to 290.340, the department shall give notice of the precise violations in writing to such public body, contractor, or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may, in writing, inform the Attorney General of the fact that such notice has been given, and that the public body, contractor, or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the Attorney General shall, at the earliest possible time, bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall, in any such injunctive action, post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have an exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and the defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

290.340 Penalty for violation - Any officer, official, member, agent, or representative of any public body, contractor, or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of Sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

RULES OF DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
CHAPTER 3 - PREVAILING WAGE LAW RULES

8 CSR-30-3.010 Prevailing Wage Rates for Public Works Projects (Purpose: This rule sets forth prevailing wage requirements relative to work performed by workmen on public funded projects.)

(1) All public bodies of Missouri contemplating construction work must obtain from the department a determination of the prevailing hourly rate of wages in the locality (wage determination) that is applicable to that construction. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for wage determinations shall be initiated at least thirty (30) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-1 for use in making a request. The form may be secured by writing Division of Labor Standards, P.O. Box 449, Jefferson City, Missouri 65102.

(3) A separate request must be filed for each separate project by the public body, except the State Highway and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders. One public body cannot use the wage determinations made by this department for another public body even though both public bodies are located in the same county. Special wage determinations issued by the department only apply to the public body and its project described in the special wage determination.

(4) Each wage determination issued by the department shall contain the current wage rates prevailing in the locality at the time the determination is issued. To ensure that the current prevailing hourly rate of wages as established in the wage determination is paid on the public works project, the public works project must be started in good faith or a contract awarded for the project within one hundred eighty (180) days from the date the wage determination is issued. If the proposed public works project is not started in good faith or a contract is not awarded for completion of the project within one hundred eighty (180) days from the date the wage determination is issued, before proceeding with the project the public body shall request from the department an amended wage determination, containing the then current prevailing hourly rate of wages. The amended wage determination shall be subject to objection pursuant to the provisions of section 290.260, RSMo. An amended wage determination becomes final either by order of the Labor and Industrial Relations Commission or automatically if not objected to pursuant to section 290.260, RSMo. This final determination shall contain the prevailing wage rates to be paid on the project. This provision shall not apply to the General Wage Order issued by the department for the State Highway and Transportation Commission.

(5) It should be understood by all interested parties that the certified prevailing wage rates determined by the department are minimum wage rates. The contractor may not pay less than the prevailing wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(6) Where classification of workers not included in the original contract is desired, the public body shall request the department to issue a determination of the prevailing hourly rate of wages in the appropriate localities. In these cases, it shall be the responsibility of the public body to make an arrangement with the contract which would result in compliance with the wage determinations, as though they were a part of the original contract.

(7) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed, but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210 to 290.340, RSMo is discovered by the inspecting public body, it's their duty under section 290.250, RSMo to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at P. O. Box 449, Jefferson City, Missouri 65102 or by telephone.

(8) Each month, the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. The payroll records shall set out accurately and completely the following: name and address of each worker, the class or type of worker, rate of pay, daily and weekly number of hours worked for each class or type of work performed, deduction made, and actual wages paid for each class or type of work performed by each worker. The payroll records shall be made available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.

City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo en banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

8 CSR 30-3.020 DEFINITIONS (PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of wage determinations under the Prevailing Wage Law, sections 290.210-290.340, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including, without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting, and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term major repair, for purposes of identifying construction subject to the Prevailing Wage Law, means the repair of an existing facility, such as a roof or other existing system or work that performs a unique and necessary function, where the amount of repair involves twenty percent (20%) or more of the roof or other existing facility. If the size, type, or extent of the existing facilities is changed or increased, the work performed shall constitute construction subject to the Prevailing Wage Law. A project shall be considered to be maintenance work, as opposed to major repair subject to the Prevailing Wage Law, if the repair involves less than twenty percent (20%) of the existing facility and the size, type, or extent of the existing facility is not changed or increased.

(3) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, and the like are part of the site of the building or construction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant, and the like to the public works project raises a rebuttable presumption that such a facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent,

previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

8 CSR 30-3.030 Apprentices and Trainees (PURPOSE: This rule sets forth the requirements for the payment of apprentice wages for workers employed on public works subject to the Prevailing Wage Law.)

(1) Journeyman's rate of pay shall be paid to all workers employed on public works construction except apprentices and trainees registered and participating in apprentice or trainee programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training; and apprentices and trainees registered and participating in apprenticeship and skill training programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs.

(2) Apprentices shall be permitted to work at less than the predetermined rate for the class or type of work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The allowable ratio of apprenticeship to journeymen on the site of the construction for any class or type of workers shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on the payroll at an apprenticeship wage rate, who is not registered or otherwise employed as stated in this rule, shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. In addition those apprentices performing work on the site of the construction who are in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. Every apprentice shall be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate for the class or type of worker specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. In the event the Bureau of Apprenticeship and Training withdraws approval of an apprenticeship program, the contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the class or type of work performed until an acceptable program is approved.

(3) Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. Any employee listed on the payroll at a trainee rate who is not registered and participating in a Training Plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4) Workers employed on federal-aid highway construction projects may be paid at an apprentice or trainee rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 USC 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8 CSR 30-3.040 Classifications of Construction Work (PURPOSE: The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.)

(1) All public works construction, for which the prevailing hourly rate of wages of workers are to be determined,

shall be classified as either:

(A) Building construction; or
(B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment, or recreation, or for protection of people or equipment;
(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;
(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;
(D) Entire buildings that are built aboveground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;
(E) Excavation for the building itself, including backfilling inside and outside the building;
(F) Storm and sanitary sewers inside the building and to the curb line;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;
(H) Sidewalks other than those that are poured in connection with a street or road project;
(I) Driveways that are built to serve a building;
(J) Parking lots connected to a building and all structures built as parking facilities;
(K) Retaining walls built in conjunction with a building project;
(L) Demolition of a building(s) as part of the site preparation for new building construction;
(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and
(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in conjunction with roads, streets, parkways, alleys, and highways, including, but not limited to grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;
(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;
(C) Work in connection with underground construction on tunnels and shafts;
(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;
(F) Work in connection with airports, such as runways, roads and streets, but excluding that which is listed as building construction;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;
(H) Sidewalks when poured incidental to a street or road project;
(I) Parking lots not incidental to a building construction project; and
(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

(4) On public works contracts that involve both classifications of construction as defined in sections (2) and (3) of this rule, the Department of Labor and Industrial Relations shall issue a determination including both of these classifications.

8 CSR 30-3.050 Posting of Prevailing Wage Rates (PURPOSE: This rule sets forth the requirements for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.)

(1) Contractors and subcontractors engaged in public works projects shall post the prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines and the like, a contractor/subcontractor may post the prevailing hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

END OF SECTION 00 73 43

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 049
JASPER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$29.82
Boilermaker	$27.80*
Bricklayer-Stone Mason	$48.61
Carpenter	$59.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$40.19
Plasterer	
Communication Technician	$27.80*
Electrician (Inside Wireman)	$48.51
Electrician Outside Lineman	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$27.80*
Glazier	$42.46
Ironworker	$27.80*
Laborer	$40.73
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$27.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$27.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$27.80*
Plumber	$52.30
Pipe Fitter	
Roofer	$27.80*
Sheet Metal Worker	$49.79
Sprinkler Fitter	$27.80*
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

ANNUAL WAGE ORDER NO. 31

3/24

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$27.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$43.93
General Laborer	
Skilled Laborer	
Operating Engineer	$51.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 31

3/24

END OF SECTION 00 73 46

SECTION 01 11 00 – SUMMARY OF WORK

1. GENERAL

1.1 The work consists of furnishing all materials, equipment, tools, and supervision to complete the project as described in these specifications and as shown on the drawings.

1.2 Location: The project site is 3457 W Eddy Ln, Joplin, MO 64801 and as shown on the drawings.

1.3 Access: Access by the Contractor and/or his employees to the site and other areas of construction is available via public roads, streets, and easements.

1.4 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

1.5 Inclusive in the work is close coordination with all appropriate jurisdictional agencies and responsibility for construction standards, traffic control, and safety requirements of these agencies.

2. PERMITS

2.1 Secure all necessary permits from respective authorities necessary to complete construction.

2.1.1 No permits are required is only providing materials.

3. RELATED DOCUMENTS

3.1 Drawings are included as part of this specification. Installation shall be per the construction drawings, supplemented as necessary by any applicable construction details.

3.2 Locate all existing underground installations in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the Company 1-800-DIG-RITE (344-7483), and other appropriate locating services.

3.3 All damage to existing private and/or municipal utilities or improvements shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

4. SCHEDULING OF WORK

4.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

5. REGULATORY REQUIREMENTS

5.1 Obtain all necessary permits and licenses and comply with all codes of construction as required by the City of Joplin.

5.2 Pay for any bond or other charges associated with obtaining the necessary permits or licenses.

6. CONSTRUCTION STANDARDS

6.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

7. REFERENCES AND ABBREVIATIONS

7.1 The latest edition of the following specifications cover certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

7.1.1 AWWA: American Water Works Association.

7.1.2 AGA: American Gas Association

7.1.3 ASTM: American Society for Testing Materials

7.1.4 AASHTO: American Association of State Highway & Transportation Officials

7.1.5 ANSI: American National Standards Institute

7.1.6 API: American Petroleum Institute

7.1.7 ASA: American Standards Association

7.1.8 DOT: Federal Department of Transportation

7.1.9 AWS: American Welding Society

7.1.10 AREA: American Railway Engineering Association

7.1.11 ACI: American Concrete Institute

7.1.12 BOCA: Building Officials and Code Administrators

8. QUALITY CONTROL

8.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

9. ENVIRONMENTAL

9.1 In the event of spillage or discharge of oil to the environment, the contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil: Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution contingency Plans; and all applicable State, County, and municipal regulations.

9.2 The contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506(C)).

END OF SECTION 01 11 00

SECTION 01 25 00 – SUBSTITUTION PROCEDURES

1. GENERAL

1.1 Description: This section specifies the manufacturers and suppliers of, and standards for, equipment and material to be provided in the construction of wastewater treatment facilities described in these specifications and shown on the drawings. Equipment and materials by manufacturers and suppliers other than those named herein will be considered by the Engineer under procedures set forth hereinafter.

1.2 Sole Manufacturer and Suppliers:

1.2.1 The provisions contained within the General Conditions and the Supplemental General Conditions concerning "Sole Manufacturer" and "Letters of Certification" shall apply to equipment and materials designated hereinafter, unless specified otherwise.

1.2.2 The "Sole Manufacturer" shall be named where listed in the Bid Schedule, and where set forth by manufacturer in the specifications.

2. MATERIAL AND EQUIPMENT

2.1 Trickling Filter Media: Brentwood Industries or approved equal.

3. ALTERNATE MANUFACTURERS OF EQUIPMENT AND MATERIALS

3.1 Submittal: Suppliers and manufacturers other than those listed within the specifications wishing to have their equipment and materials considered may submit literature and data completely describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the date fourteen (14) days prior to the bid opening date will not be considered. The complete list of submittal requirements is listed in section 46 53 24.

3.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications and receiving approval may be utilized in the Project. Written approval will be provided to prospective bidders.

END OF SECTION 01 25 00

SECTION 46 53 24 – TRICKLING FILTER TOWER MEDIA

1. GENERAL

1.1 Description: The work in this section consists of manufacturing and transporting to the job site PVC trickling filter tower media modules, media support grating, and protective surface grating as shown on the drawings and herein specified. Adequate media shall be provided to fill the trickling filter(s) to the depth shown on the drawings. Unloading and storage of media at the site is not included in this contract and shall be the responsibility of the installing contractor. Media provider shall coordinate delivery of media with installing contractor and shall store media at their manufacturing facility until it is needed.

1.2 Definitions:

1.2.1 Media Support System: A precast concrete structural system is currently in place and is designed to support structured PVC Media Modules while maximizing ventilation and drainage. Existing support system provides 6-inch wide concrete beams located on 24-inch centers as shown on the drawings. A PVC extrusion is adhered to the top of the existing beams to facilitate drainage through the media. This extrusion shall be removed to accommodate the installation of pultruded fiberglass grating installed on the existing concrete structural system, which shall directly support the media. Support grating shall be capable of supporting the design loads imposed by the media and biological growth. In no case shall the service load rating of the grating be less than 2,100 psf uniform load for a 24-inch simply supported span. Grating shall provide at least 50 percent void space while still providing sufficient contact with the media to prevent deformation of media. Contractor shall submit support grating product data with media documentation.

1.2.2 Media Modules: Media modules shall provide a mixed media installation consisting of Cross-Flow modules for the top two layers, and Vertical-Flow modules for all remaining layers. The cross-flow media shall be fabricated from PVC sheets and shall be completely corrugated at a 60-degree angle from the horizontal to form a cross-corrugated pattern between adjacent sheets, creating a continuous and horizontal redistribution of air and wastewater. The vertical-flow media shall be fabricated from vertically corrugated PVC sheets that create a vertical distribution of air and wastewater and minimize the potential for excessive solids buildup. The vertical-flow media modules shall ensure adequate contact between wastewater, biomass, and air by providing suitable openings for the wastewater, including a transfer slope located in the middle of each sheet allowing for proper redistribution of the wastewater. Modules shall be 2 ft. high, 2 ft. wide, and either 4 ft. or 6 ft. long.

1.2.3 Protective Surface Grating: Interlocking polypropylene panels, a minimum 1-1/4 in. height, shall be provided to absorb hydraulic impact, provide operator access, provide a protective layer from foot traffic, and add UV protection to the top layer of structured PVC Media Modules.

1.3 Quality Assurance

1.3.1 Qualifications of Manufacturer: Manufacturer of media modules shall certify that they have a minimum of 25 installed and operating facilities of Media Modules in wastewater treatment applications in the U.S., and at least 10 years' continuous experience as the manufacturer and supplier of Media Modules in wastewater treatment applications. The Protective Surface Grating and Media Support Grating shall be a standard product of the manufacturer specifically designed for wastewater applications, and the manufacturer shall certify that they have more than 10 existing installations of the Media Support Grating and Protective Surface Grating. At least 5 of the existing installations must be for installations at least 24 feet deep.

1.3.2 Pre-qualification of Manufacturers: Pre-qualification prior to bidding is required for all manufacturers not named in this section. All manufacturers requesting pre-qualification are required to submit to the engineer a minimum of 14 days prior to bid, the following:

1) Sample of Media Modules (one module of each type and mil thickness supplied) with minimum sheet thickness intended for use in this project (2 ft. width by 2 ft. height by minimum 2 ft. long).

2) Sample of Protective Surface Grating.

3) Sample of Media Support Grating.

4) Include with submittal samples 3 copies of complete product specifications, catalogs and other documents required in this section. All samples shall be retained by Owner.
5) Results of structural testing of media modules for each sheet thickness proposed.

6) Manufacturer shall submit test reports from compression tests conducted in accordance with 2.3.2 of selected media gauges demonstrating ability to comply with the specified strength design criteria in 2.3.1. Data shall be no more than five (5) years old.

7) A list of prior installations meeting the requirements of paragraph 1.3.1. Installations completed by employees while employed at a different company are not relevant and shall not be submitted.

1.3.3 Source Quality Control: All media sheets shall be formed and assembled into modules at the manufacturer's on-going manufacturing facility. Assembly in temporary facilities or field assembly is prohibited to avoid varying environmental conditions, issues with air permitting, issues with controlling fire hazards, and to maintain the required level of quality control during the manufacture of the media modules.

1.4 Warranty: The Media Modules, Media Support Grating, and Protective Surface Grating shall be guaranteed to be free from defects in material and workmanship for a period of 5 years from date of delivery.

1.5 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

2. MATERIALS

2.1 General: The media modules shall be constructed from rigid PVC sheets, and specifically designed for use in biological oxidation of municipal and industrial wastewater. The polyvinylchloride sheet shall be resistant to grit, fungi, bacterial growth, and forms of microorganisms. The polyvinylchloride sheet shall be chemically resistant to normal sewage; and to mild concentrations of common inorganic acids of alkalis and organic solvents or compounds.

2.2 Physical Requirements of Media: PVC sheets shall conform to ASTM D1784 cell classification with the following properties:

2.2.1 No media packs shall weigh less than1.33 lbs/cu ft (plus or minus 5%). Preformed PVC sheet material shall be no less than 22 mil thickness.

2.2.2 Shall be specifically compounded for UV resistance.

2.2.3 Tensile strength shall be 6,000 to 9,000 psi as determined by ASTM D-882.

2.2.4 Flexural modulus shall be 400,000 to 500,000 psi as determined by ASTM D-790.

2.2.5 Flexural strength shall be minimum 11,000 psi as determined by ASTM D-790.

2.2.6 Impact resistance shall be minimum 0.8 in.-lbs./mil as determined by ASTM D-5420.

2.2.7 Heat distortion temperature shall be 155º F to 160º F at 264 psi as determined by ASTM D-648.

2.2.8 Specific gravity shall be 1.40 to 1.60 as determined by ASTM D-792.

2.2.9 PVC shall be self-extinguishing in less than five seconds when tested for flammability as determined by ASTM D-635.

2.3 Media Construction: The plastic media shall be formed into modules by bonding individual corrugated sheets into 2' x 4' x 2' or 2' x 6' x 2' modules. The bonding process shall render the modules rigid by securely attaching dedicated bonding

surfaces of the sheets. Module designs shall include a "cross-flow" design and a “vertical-flow” design. Such designs shall be specifically for wastewater application and shall not be subject to clogging at loadings up to 70 pounds BOD5 per 1000 cubic feet of media volume. The minimum void-to-volume ratio shall be 95 percent and the minimum surface area shall be 30 square feet per cu. ft. of media. Media edges shall not be heat flanged. Media shall rest on media support grating and the existing precast beam support system as shown on the drawings. Wastewater flow pattern shall not result in water "backing up" in the lower level of media.

2.3.1 Structural Requirements: No media having a bearing capacity of less than 500 pounds per square foot will be acceptable. The plastic media modules shall be entirely self-supporting to a height of 28 feet, and shall be designed for a minimum bearing capacity of 45 psf per foot of media depth. Modules designed to have varying load bearing capacities will be permitted in the design. The top layer shall be able to support a uniform loading of 1,000 psf, and the bottom layer shall be able to support a uniform loading of 1,260 pounds per square foot. Modules shall be clearly labeled so that modules of different load bearing capacity may be clearly distinguished from one another.

Media gauge selections shall be at a minimum as reported below, plus or minus 5 percent

Layer Media	Type	Load Rating (psf)
14 (TOP)	Cross flow	1,000
13	Cross flow	500
12	Vertical flow	500
11	Vertical flow	500
10	Vertical flow	500
9	Vertical flow	540
8	Vertical flow	630
7	Vertical flow	720
6	Vertical flow	810
5	Vertical flow	900
4	Vertical flow	990
3	Vertical flow	1080
2	Vertical flow	1170
1 (BOTTOM)	Vertical flow	1260

2.3.2 Testing: To insure structural integrity, the media shall be capable of withstanding a short-term (2 hour) test loading of 45 pounds per square foot per foot of media depth or 500 psf, whichever is greater, with a maximum allowable deflection at the media-to-media interface of 1.0 percent at a test temperature of 70º F to 75º F. The top layer of media shall be tested to a loading of 1,000 psf, and the bottom layer of media shall be tested to a loading of 1,260 psf. Testing of the bottom layer shall simulate loading when placed on the designed media support system. The media manufacturer shall supply certified copies of tests conducted on media bundles from each gradation of media proposed for installation on the project, with the test procedures employed identified. As a minimum, the test procedure shall utilize stacked bundles of four full sized modules from the media production run that is specifically manufactured for this project, two modules high, arranged to simulate the geometry as planned in the tricking filter. Loading shall be as follows:

2.3.2.1 A preload, equal to ten percent of the design load, shall be applied for one hour to seat the modules prior to incremental loading. Flexural deflection at the end of the one-hour preload period shall be measured. This shall be considered zero deflection for the remainder of the test.

2.3.2.2 The loading shall be increased at 10 percent intervals of the design load. Each loading shall be held for five minutes and the deflection recorded at the end of the five-minute period.

2.3.2.3 Incremental loadings shall continue until recorded deflections are 1.0 percent and subsequently two percent, or failure of the module.

2.3.2.4 Test results shall be plotted on a graph as both "deflection versus load" and "percent deflection versus load" as measured at the media-to-media interface. A defined change in slope (breakover) in the plotted results shall be viewed as media failure.

2.3.2.5 If the modules tested in any strength gradation exhibit a compressive deflection at the interface greater than 1.0 percent, the Engineer may require the testing of as many additional modules as he considers

necessary to determine the structural stability of the media. If, in the opinion of the Engineer, the tests indicate the media is structurally unsuitable for its intended use, he may order the Contractor in writing to replace the media of that gradation with new media meeting the specifications and passing the structural testing. The term "deflection" shall mean the vertical deflection expressed as a percent of the vertical distance between the top and bottom faces of the media stack under the preload conditions.

2.4 Media Support Grating: The media support grating shall consist of pultruded fiberglass material designed for a maximum deflection of ¼-inch at a loading of 1,260 psf. The grating shall have a minimum open area of 50-percent. The grating shall be supported by the existing concrete support piers and beams.

3. OPERATING CHARACTERISTICS

3.1 The existing tricking filter towers, as shown on the attached drawings, operate with flows ranging up to 8.0 MGD through each tower. The tower treats a wastewater having combined domestic/industrial sewage characteristics, and containing approximately 40 percent industrial waste. The temperature of the sewage varies from 40º F to 85º F and receives screening and primary clarification prior to being pumped to the towers.

4. EXECUTION

4.1 Fabrication: The PVC modules shall be fabricated at the manufacturer's on-going manufacturing facility.

4.2 Media Installation: Media installation shall be performed by others and is not a part of this contract.

4.3 Testing and Acceptance: The media supplier shall certify to the Contractor and the Engineer in writing that the media to be supplied will meet or exceed the specifications set forth herein. The media manufacturer shall undertake quality control testing to insure conformance of the media with the specifications. After the fabrication and storage at the point of manufacture of at least two-hundred modules per gradation layer, the Engineer shall randomly select four modules from each gradation layer for testing at the manufacturer's testing laboratory. As an alternative, modules may be shipped to the project site where the Engineer shall randomly select four modules from each gradation layer for testing at an independent laboratory. All testing, whether it be done at the manufacturer's testing laboratory or at an independent laboratory, shall be observed by an independent registered professional engineer who shall also certify as to proper calibration of all testing equipment, test procedures, and test results. All testing costs (including shipping costs and all cost associated with the independent registered professional engineer) shall be borne by the media manufacturer. In addition to the independent engineer, the Owner's representative shall observe all module testing to verify compliance with the specifications. If testing is undertaken at the manufacturer's testing laboratory, manufacturer shall schedule the fabrication of media modules in a manner that allows the Owner's representative to make no more than two trips of two days each to the manufacturing facility for selection of modules and testing of all gradations of media. Owner's representative shall require 10-days' notice prior to selection and testing of the modules. Costs associated with travel to the testing site for the Owner's representative for up to two trips shall be paid for by the Owner. If more than two trips to the testing site are required, the media manufacturer shall be responsible for additional travel, lodging, and meal costs.

4.4 Protective Grating Installation: Grating installation shall be performed by others and is not a part of this contract.

4.5 Supervision: Media manufacturer shall provide a qualified field installation supervisor for a minimum of 2 working days to instruct the installation Contractor how to properly install the media support grating and media modules. Manufacturer's representative shall return to the site to view the completed installation in each tower and certify that the installation of media in each tower is in conformance with the manufacturer's instructions.

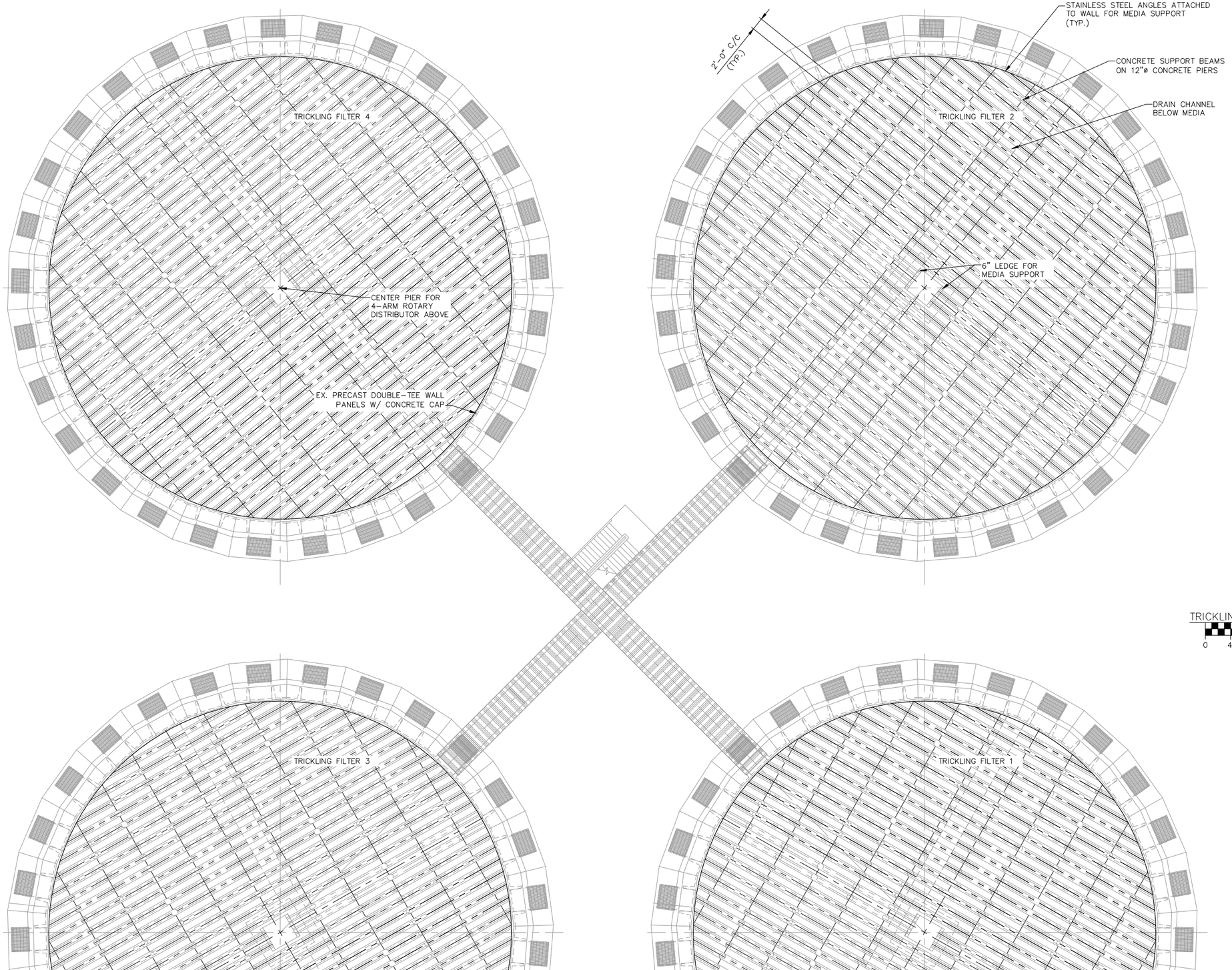
4.6 The trickling filter media described herein shall be Brentwood or approved equal. Only media manufacturers who exhibit substantial experience in the manufacture and supply of PVC trickling filter media for biological wastewater treatment applications will be considered. Acceptability of media manufacturer shall be decided by the Owner.

END OF SECTION

\\AMCE-FS\CIVIL\PROJECTS\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\T CRK WWTP 2024 TRICKLING FILTER REPLACEMENT\DRAWINGS\TURKEY CREEK - TRICKLING FILTERS.DWG

NOTES:

1. DRAWINGS ARE PROVIDED FOR REFERENCE ONLY. BID IS FOR SUPPLYING MEDIA ONLY. INSTALLATION WILL BE PERFORMED UNDER A SEPARATE CONTRACT.
2. THERE IS NOT ADEQUATE STORAGE ONSITE FOR ALL MEDIA MODULES. MEDIA SHALL BE PROVIDED TO INSTALLATION CONTRACTOR AS REQUIRED DURING INSTALLATION PROCESS.



TRICKLING FILTERS PLAN

0 4' 8' 16'

CIVIL ENGINEER: JARED C. NICHOLS
LICENSE NO. PE-2012018110

STATE OF MISSOURI — JARED C. NICHOLS — NUMBER PE-2012018110 — PROFESSIONAL ENGINEER — 08/05/2024

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CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

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REV DATE:	REVISION:

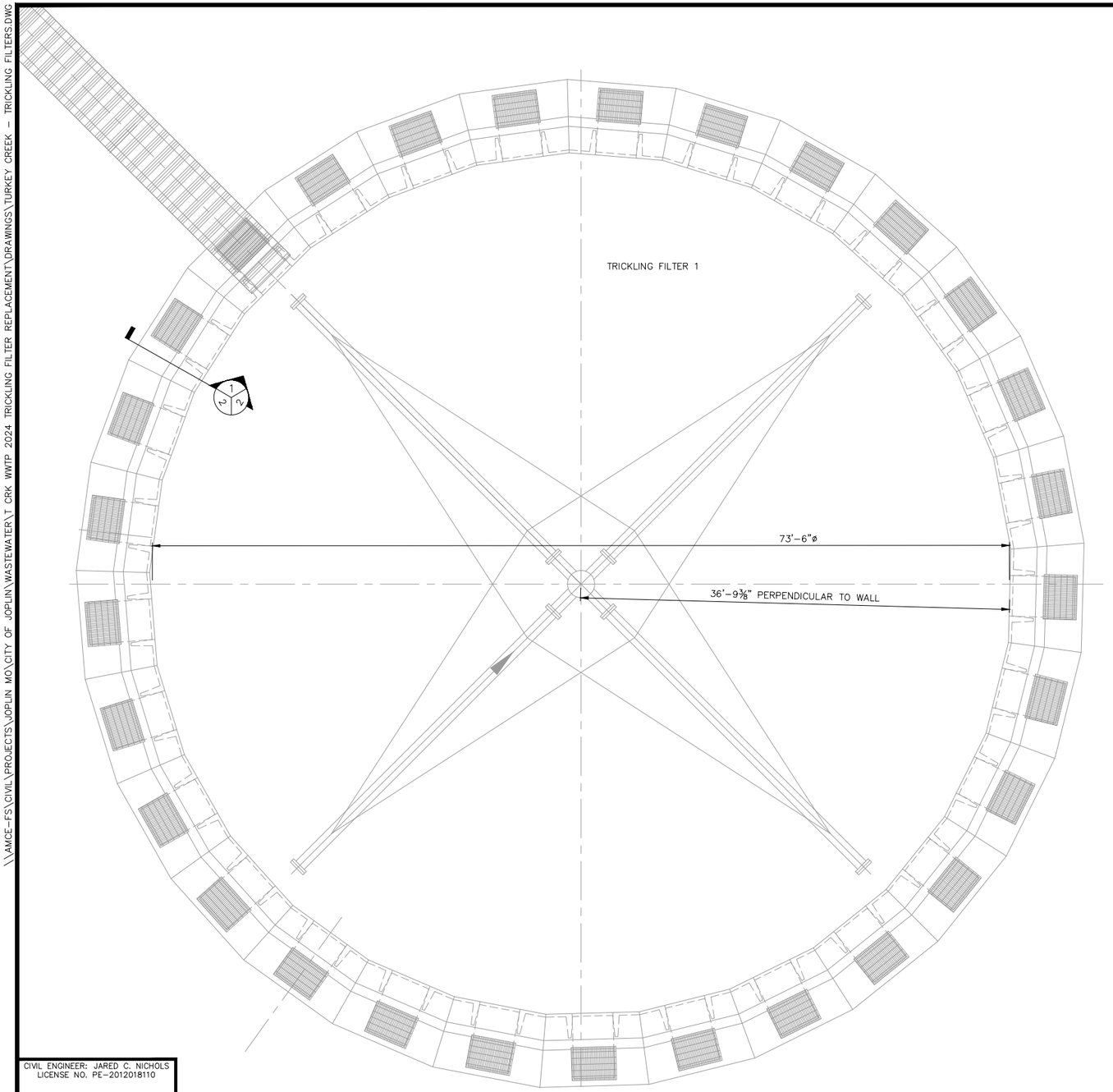
DWN BY:	WBW
CKD BY:	DAW
APD BY:	JCN
DATE:	08/05/2024

TURKEY CREEK WASTEWATER TREATMENT FACILITY

TRICKLING FILTER RENOVATION

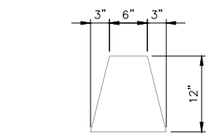
PLAN

DWG. NO. 1

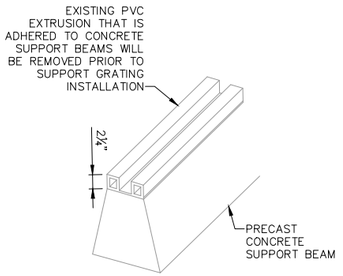


TRICKLING FILTER PLAN

0 4' 8' 12'



SUPPORT BEAM SECTION



PVC EXTRUSION DETAIL

TYPICAL WALL SECTION

0 2' 4' 6'

CIVIL ENGINEER: JARED C. NICHOLS
LICENSE NO. PE-2012018110

STATE OF MISSOURI · JARED C. NICHOLS · NUMBER PE-2012018110 · 08/05/2024 · PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:

DWN BY:	WBW
CKD BY:	DAW
APD BY:	JCN
DATE:	08/05/2024

TURKEY CREEK WASTEWATER TREATMENT FACILITY
TRICKLING FILTER RENOVATION
ENLARGED PLAN AND TYPICAL WALL SECTION

DWG. NO. 2

\\AMCE-FS\CIVIL\PROJECTS\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\T CRK WWTP 2024 TRICKLING FILTER REPLACEMENT\DRAWINGS\TURKEY CREEK - TRICKLING FILTERS.DWG

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Ordinance 2024-517 – Approving an agreement between the City and Joplin Regional Alliance of Healthcare and Health Sciences (JRAH) to assist the region in fostering economic development and promoting business growth.

MEETING DATE
October 21, 2024

ORIGINATING DEPT
City Manager

ATTACHMENTS
Ordinance 2024-517

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

SUMMARY
This agreement establishes that JRAH will implement the TEConomy strategic plan developed between the JRAH and community stakeholders that aims to address the healthcare workforce shortage and improve community wellness and facility development in healthcare industries.

BACKGROUND
On February 21, 2023, the City Council approved a Memorandum of Understanding (MOU) between the City of Joplin and the Joplin Area Chamber of Commerce (Chamber) to pursue the development of a strategic roadmap to address economic development with a focus on healthcare and health sciences. The Chamber and JRAH selected TEConomy to develop the *Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets* roadmap. JRAH intends to implement the strategies stated in the strategic plan to further develop healthcare needs in the community.

This proposal was discussed as part of the FY25 budget process, held on Tuesday, September 24, 2024. Council voted eight in favor with one absent, to proceed with an agreement with JRAH.

FUNDING SOURCE
This agreement authorizes a 5-year contract with an annual cost of $50,000 per year utilizing funding from the General Fund Use Tax. This item is included in the FY2025 budget.

RECOMMENDATION
Staff recommends approval of this agreement.

COUNCIL BILL NO. 2024-517 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Services Agreement with the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Economic Development Services Agreement by and between the City of Joplin, Missouri and the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development for the region, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

"Exhibit A"

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement is, made and entered into this _____ day of _____ 2024 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("City"), and the Joplin Regional Alliance for Healthcare and Health Science, a Missouri Nonprofit Corporation, d/b/a ("JRAH"), with the City and JRAH being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, the JRAH was created to assist the City and region in fostering business growth and economic development; and

WHEREAS, the City has determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to engage JRAH for the economic development services described herein.

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

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

2. Term. The term of this Agreement shall be from November 1, 2024 to October 31, 2029, unless terminated sooner or not renewed as described herein. City shall give its notice of intent to renew or not renew no later than November 1 of each year.

3. Scope of Services. JRAH will provide the following services ("Services"):

A. Implementation of the TEConomy Strategic Plan: The JRAH and community partners have developed a strategic plan to help address a critical healthcare workforce shortage, improve overall community wellness, strengthen capacities in higher education, and facilitate the growth and development of healthcare industries. The JRAH and community partners will utilize funding for the express purpose of implementing the TEConomy Strategic Plan: *A Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets* attached hereto as "Exhibit B".

4. Payment and Oversight.

A. Payment. City agrees to compensate Chamber for the Services in the amount of $50,000.00 for FY 2025, and, each year thereafter. All Payment for the Services is subject to annual appropriation by City as described herein. Payments shall be made quarterly from City to JRAH in the amount of $12,500.00.

B. City Review of JRAH Budget. Chamber shall submit a copy of its annual budget for the Joplin Regional Alliance for Healthcare (JRAH) each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager.

C. City Representation on JRAH Board of Directors. JRAH's Board of Directors shall continue to be responsible for the oversight of JRAH; however, for the term of this Agreement and any renewals thereof, City is granted one non-voting seat on the JRAH Board, consisting of the City Manager or his designee.

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

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, JRAH shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for JRAH's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

9. Compliance with Laws. JRAH shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. JRAH warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for JRAH, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for JRAH, any fee, commission, gift, or contingent fee.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

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

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. JRAH is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. JRAH is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by JRAH in any activities or work under this Agreement shall be owned by City.

17. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and JRAH at the addresses as follows:

City of Joplin	Joplin Regional Alliance for Healthcare and Health Science
ATTN: City Attorney	d/b/a JRAH ATTN: Travis Stephens
602 S. Main St.	320 E. 4th St.
Joplin, MO 64801	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. No Political Activity. JRAH shall not use and any of the funds received pursuant to this Agreement, or any personnel or material paid for with funds pursuant to this agreement, for political activity. The term "political activity" shall mean a communication made to any electorate in support of, or in opposition to, a ballot measure or candidate in any federal, state or local government election.

20. Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

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

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, JRAH shall fail to fulfill in a timely and proper manner JRAH's obligations under this contract, or if JRAH shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to JRAH of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice, in which case, the City's obligation to make any further payments under this Agreement shall terminate. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by

the JRAH shall, at the option of City, become its property. Notwithstanding the above, JRAH shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Chamber.

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

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and JRAH is associated with a business entity, JRAH shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, JRAH must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	JOPLIN REGIONAL ALLIANCE FOR HEALTHCARE AND HEALTH SCIENCE
_____	_____
Nicholas Edwards, City Manager	Travis Stephens, Vice President

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2024-623. This Council Bill approves a Purchase Order between Minuteman Press, a Missouri Corporation of Chesterfield, Missouri, and the City of Joplin for printing the 2024 Joplin History Guide. This Purchase Order covers the printing, shipping, and handling of 40,000 copies.

MEETING DATE:

Monday, October 21, 2024

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

ATTACHMENTS:

CB 2024-623 Ordinance, Request for Proposal 2024-RFP-22: Printing of Joplin History Guide, and 2024-RFP-22 Bid Tabulation.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

A significant component of the Convention & Visitors Bureau's annual tourism marketing and promotion efforts is collateral materials that showcase Joplin. Telling Joplin's history is a part of that effort and is supported by the Joplin History Guide.

Hundreds of these guides are mailed each year, fulfilling guests' inquiries from around the globe, while thousands more are distributed locally. They highlight historical sites, people, events, culture, buildings, architecture, and the 2011 tornado.

This Council Bill seeks permission from the City Council for the City Manager or his designee to execute a purchase order with Minuteman Press of Chesterfield, CO., to print 40,000 copies of the 2024 Joplin History Guide in the amount of Eighteen Thousand Two Hundred and Ninety dollars ($18.290.00) with specifics detailed in the RFP. The last printing of 40,000 was in December 2017.

Eleven bids were received through the city's RFP process, with one eliminated due to non-compliance. The CVB staff reviewed all bids and compared provided samples, and a final selection was made.

FUNDING SOURCE:

Funding to support this Purchase Order is included in the FY2024 CVB budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

COUNCIL BILL NO. 2024-623 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Purchase Order with Minuteman Press, a Missouri Corporation of Chesterfield, Missouri, for printing the 2024 Joplin History Guide in the amount of Eighteen Thousand Two Hundred and Ninety dollars ($18,290.00) and authorizing the City Manager or his designee to execute the same on behalf of the City of Joplin.

WHEREAS, the voters of the City of Joplin passed council bill 88-17 approving the creation of a 2% lodging tax on April 5, 1988, thus creating the Joplin Convention and Visitors Bureau; and,

WHEREAS, the use of these funds is to promote tourism, conventions, and other related activities within the tourism region of the city; and,

WHEREAS, the Joplin History Guide highlights historical sites, people, events, culture, buildings and architecture, and the 2011 tornado; and,

WHEREAS, after following the City's RFP process, the CVB selected the provider and desires to utilize a portion of the proceeds from said tax.

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

Section 1. That the Purchase Order by and between the City of Joplin and Minuteman Press of Chesterfield, Missouri, in the amount of Eighteen Thousand Two Hundred and Ninety dollars ($18.290.00) for the publication of 40,000 copies of the 2024 Joplin History Guide, is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized and directed to execute said Purchase Order on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2024-RFP-22

PRINTING OF JOPLIN HISTORY GUIDE

RFP Due Date: Noon, Wednesday, September 25, 2024

Location:	City of Joplin Convention & Visitors Bureau 602 S. Main Street Joplin, MO 64801
Staff:	Patrick Tuttle, Convention & Visitors Bureau Director
Email:	ptuttle@joplinmo.org
Phone:	417-625-4789

NOTICE TO BIDDERS

The City of Joplin, Missouri, will accept sealed bid proposals until Noon, Wednesday, September 25, 2024, at the Joplin Convention and Visitors Bureau at 602 S. Main Street, Joplin, Missouri, 64801.

Printing services for off-set printing and binding
Of 40,000 copies of the
Joplin Convention & Visitors Bureau
64-page Joplin History Guide.

For questions, please contact Patrick Tuttle, Director, Visit Joplin, by calling 417-625-4789 or emailing ptuttle@joplinmo.org.

Printing of Joplin History Guide

Project Description:

1	Quantity:	40,000
2	Pages:	64-pages, plus cover (17 sheets)
3	Dimensions flat:	11" wide by 8.5" tall
4	Dimensions finished:	5.5" wide by 8.5" tall
5	Binding:	Saddle-stitched twice on the spine
6	Stock, cover:	80 lb. gloss cover, one total printed sheet of paper
7	Stock, text:	60 lb. dull text (must be able to write on it), 16 total printed sheets of paper
8	Ink colors:	4 color
9	Digital print proof set:	2 copies are required before printing approval Mail to: 1) Joplin CVB, 602 S. Main Street, Joplin, MO 64801 2) Hobart Design, 8239 Iris Road, Neosho, MO 64850
10	Paper samples:	Include cover and text paper samples with bid
11	Packaging:	Box label MUST show quantity per box No single box should exceed 25# in weight

Delivery Instructions:

Please advise the delivery carrier of the following. The delivery location **does not** have a dock, so off-loading must be done by pallet jack onto a city street. A lift gate is required, and the driver will assist in off-loading and moving pallets inside.

The inside Delivery location is Joplin City Hall, 602 S. Main Street, Joplin, MO. 64801 (along 6th Street, north side of building). To have people and equipment ready, a phone call the day before or the morning of delivery is necessary: 417.625.4789.

All Pricing F.O.B. Joplin, Missouri

BID RESPONSE:

The bid must include the following (on Bib Proposal Summary, see page 7):

1. Printing Costs, per instructions listed under Project Description.
2. Delivery and Handling Costs, per item #11 in Project Description and Delivery Instructions.
3. Include 2-3 samples of similar projects your company has recently completed.

SELECTION PROCESS:

Sealed bids must arrive in the CVB office NLT Noon, Wednesday, September 25, 2024.

Bid responses will be reviewed by a panel and scored using the following percentages:

50% = Printing cost (40,000)

30% = Cost for delivery

20% = Timeline from receiving proof approval to delivery

10% = Samples provided

PRICING

Please complete and include this price sheet with your sealed bid.

All Pricing F.O.B. Joplin, Missouri

Below is our price breakdown for printing 40,000 copies of the 2024 Joplin History Guide, as described within the 2024-RFP-22. Separate pricing for printing & packing, and delivery & limited distribution to the Joplin and other locations are as follows:

Printing: $ _____.

Delivery Cost: $ _____.

Total Project: $ _____.

Once proof approval has been received, printing to delivery will take _____ days.

COMPANY NAME:	
CONTACT PERSON:	
CONTACT EMAIL:	
CONTACT PHONE:	
CORPORATE ADDRESS:	
CONTACT SIGNATURE:	
DATE:	

MARK BID ENVELOPES: "BID 2024-RFP-22

PRINTING OF JOPLIN HISTORY GUIDE

BY NOON, WEDNESDAY, SEPTEMBER 25, 2024"

Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, reject any or all bids, and re-bid later. The city may waive any irregularities in the bid, negotiate variances from specifications, and make awards that are in the City's best interests. The city will have the final decision regarding the acceptance of bids and issuance of awards.

The city encourages minority and female-owned businesses to submit bids on all City purchases.

Leslie Haase, CPA

Finance Director

Publication Date: Tuesday, August 27, 2024.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2024-RFP-22 BID ITEM DESCRIPTION: **Printing of Joplin History Guide 2024**

BID OPENING DEADLINE: September 25, 2024, NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** 9/30/2024

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNTS	
#1	**ALL SEASONS** 3801 E. 7th Street Joplin, MO 64801	August 24, 2024	Jeff Whitney jwhitney@allseasonsprinting.com	417-782-0714		Print S/H Total	$ 28,940.00 $ - $ 28,940.00
	NOTES: NO samples provided						
#2	**RAY BUSE PRINTING** 1616 E. Harvard Street Pheonix, AZ 85006	September 16, 2024	Ray Buse raybuse@buseprinting.com	602-258-4757		Print S/H Total	$ 18,991.00 $ 1,535.00 $ 20,526.00
	NOTES: Samples provided						
#3	**MINUTEMAN PRESS - Chesterfield** #6 Clarkson-Wilson Centre Chesterfield, MO 63017	September 17, 2024	Marv Schaefer marv@agraphicresourceinc.com	314-729-1600		Print S/H Total	$ 17,321.00 $ 969.00 $ 18,290.00
	NOTES: Samples provided						
#4	**THE FOUNDRY** 2725 Abruzzo Drive Apex, NC 27502	September 20, 2024	Mike Cialdella mike@the foundryco.com	703-329-3300		Print S/H Total	$ 17,625.00 $ 450.00 $ 18,075.00
	NOTES: Samples provided						
#5	**GARLICH PRINTING CO.** 525 Rubber Road Fenton, MO 63026	September 24, 2024	John Powelson jpowelson@garlich.com	636-680-1865		Print S/H Total	$ 34,800.00 $ 555.00 $ 35,355.00
	NOTES: Samples provided						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2024-RFP-22 BID ITEM DESCRIPTION: **Printing of Joplin History Guide 2024**

BID OPENING DEADLINE: September 25, 2024, NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** 9/30/2024

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNTS	
#6	**CRABAR GBF Inc.** 2441 Presidential Parkway Midlothian, TX 76065	September 24, 2024	Bill Reid Bill_Reid@crabargbf.com	470-235-0676		Print S/H Total	$ 26,759.00 $ 755.00 $ 27,514.00
	NOTES: NO samples provided						
#7	**SUN GRAPHICS Inc** 1818 Broadway Ave. Parsons, KS 67357	September 25, 2024	Denise Fleming denise@sun-graphics.com	620-421-6200		Print S/H Total	$ 19,285.00 $ 1,430.00 $ 20,715.00
	NOTES: Samples provided						
#8	**WILLIS AND ASSOC, LLC** 11142 Gateway Drive Neosho, MO 64850	September 25, 2024	Cindy Garnagin willisprinting@hotmail.com	417-451-20000		Print S/H Total	$ 35,700.00 $ - $ 35,700.00
	NOTES: Samples provided						
#9	**BLINK MARKETING, INC.** 1925 St. Clair Ave NE Cleveland, OH 44114	September 25, 2024	Darlene Zwolinski sales@blinkswag.com	888-670-7924		Print S/H Total	$ 26,006.54 $ 1,213.00 $ 27,219.54
	NOTES: NO samples provided						
#10	**ARADIUS GROUP** 4700 F. Street Omaha, NE 68117	September 25, 2024	Frank A. Phillips faphillips@aradiusgroup.com	402-672-3640		Print S/H Total	$ 23,000.00 $ 1,800.00 $ 24,800.00
	NOTES: Samples provided						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2024-RFP-22 BID ITEM DESCRIPTION: **Printing of Joplin History Guide 2024**

BID OPENING DEADLINE: September 25, 2024, NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** 9/30/2024

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
#11	**BP&P BREESE PRINTING** 8060 Old US Hwy 50 Breese, IL 62230	September 24, 2024	Rob Michael rob@breesepub.com	618-978-8835		Print S/H Total	$ 15,807.16 $ 876.12 $ 16,683.28
	NOTES: **BID WAS EMAILED - bid disqualified**. Samples were shipped and received without a bid document.						
n/a							
n/a							
n/a							
n/a							

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM

Council Bill 2024-625 – Approving a contract with Satterlee Plumbing, Heating and Air Conditioning to complete the HVAC upgrades for the Joplin Historical and Mineral Museum.

MEETING DATE

October 21, 2024

ORIGINATING DEPT

Parks and Recreation

ATTACHMENTS

CB 2024-625 Ordinance; Exhibit "A" Satterlee Plumbing, Heating and Air Conditioning Contract; Exhibit "B" City of Joplin RFP

REVIEWED BY

Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY

This Council Bill approves a contract with Satterlee Plumbing, Heating and Air Conditioning in the amount of $439,305 to complete the Joplin Historical and Mineral Museum HVAC upgrades.

BACKGROUND

The Joplin History and Mineral Museum opened its doors to the mineral side in 1931 with historical side being added in 1978. The HVAC system that is being replaced was put in 1970. The current system can only be controlled manually for each zone in the museum. We have seen several repairs over the years, and it has come time to upgrade this 50 plus year old system. The City issued an RFP on August 30, 2024. There was one (1) bid from Satterlee in the amount of $439,305.00 to perform the work.

FUNDING SOURCE

The FY2024 budget

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
SATTERLEE PLUMBING, HEATING & AIR CONDITIONING CO.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Satterlee Plumbing, Heating & Air Conditioning Co. Address: 3423 N. Main St. JOPLIN, MO 64801	
Attention: Paul Bloomberg		Attention: Todd Zar	
Department: Parks		Phone: 417-439-6699	Fax:
Phone: 417-625-4750 Ext. 1504	Fax:		

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

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

HVAC Upgrades for Dorothea B Hoover Historical Museum

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four Hundred Thirty Nine Thousand Three Hundred Five and 00/100 DOLLARS ($439,305.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Thirty Nine Thousand Three Hundred Five and 00/100 DOLLARS ($439,305.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

COUNCIL BILL NO. 2024-625 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning, in the amount of Four Hundred and Thirty-Nine Thousand Three Hundred Five Dollars and No Cents ($439,305.00) for the Joplin Historical and Mineral Museum HVAC upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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

Section 1. That the Contract by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning to complete the HVAC upgrades to the Joplin Historical and Mineral Museum a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2024, by a _____vote.

_____
Keean T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS
for
HVAC Upgrades for
Dorothea B Hoover Historical Museum
JOPLIN, MISSOURI

August 2024

Prepared by

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers ● Surveyors

Joplin, MO • Rolla, MO • Springfield, MO • Kansas City, MO • Tulsa OK • Bentonville, AR

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SECTION 00 11 16 – INVITATION TO BID

SEALED BIDS for construction of HVAC Upgrades for Dorothea B Hoover Historical Museum for the City of Joplin, Missouri will be received by the City of Joplin, Missouri at the Joplin Athletic Complex 3301 W 1st St, Joplin, MO 64801 until 10:00 A.M. on 09/26/2024. Bids will then be publicly opened and read aloud at this same address.

The work to be performed consists of the HVAC renovations and associated work.

An onsite pre-bid meeting will be held at the Museum on 09/10/2024 at 9:00 A.M. This meeting is not mandatory but will provide an opportunity to review the scope of work. The Museum is located at 504 S Schifferdecker Ave, Joplin, MO 64801.

Copies of the plans and specifications are on file and may be examined at the office of Allgeier, Martin and Associates, Inc., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and click on the project. Digital download cost is $30.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $60.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7194. If paying for hard copies by credit card, contact Cindy Olds at 417-680-7193. An additional processing fee of $10.00 shall apply to all credit card transactions.

PLEASE NOTE: It is the sole responsibility of all planholders, whether they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of bid information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid

Each Bidder must deposit with his bid, security in the amount of five percent (5%) of his base bid, which is subject to conditions provided in the Instructions to Bidders.

No Bidder may withdraw his bid within sixty (60) calendar days after the actual date of the opening thereof.

Attention of the Bidder is particularly called to the requirements as to conditions of employment to be observed, and that the Bidder must comply with the payment of hourly wage rates, including all fringe benefits, as established by Sections 290.210-340, RsMO, as amended in 1993, pertaining to the prevailing hourly rate of wages and including fringe benefits, as established by the Department of Labor and Industrial Relations of the State of Missouri. A copy of the determination is provided within the Supplemental General Conditions.

Bidders on this work will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

Bidders with questions concerning this Invitation may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

Daniel Johnson, P.E., Director of Public Works

END OF SECTION 00 11 16

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

BIDS will be received by the City Of Joplin, Missouri (herein called the "OWNER") at Joplin Athletic Complex 3301 W 1st St, Joplin, MO 64801 until 10:00 A.M. on 09/26/2024 and then at said office be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Joplin Athletic Complex 3301 W 1st St, Joplin, MO 64801. Opening of Bids will occur at this same address. Each sealed envelope containing a BID must be plainly marked on the outside as BID HVAC Upgrades for Dorothea B Hoover Historical Museum, and the envelope should bear on the outside the name of the BIDDER, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: Joplin Athletic Complex 3301 W 1st St, Joplin, MO 64801.

An onsite pre-bid meeting will be held at the Museum on 09/10/2024 at 9:00 A.M. This meeting is not mandatory but will provide an opportunity to review the scope of work. The Museum is located at 504 S Schifferdecker Ave, Joplin, MO 64801.

All BIDS must be made on the required BID form, Section 00 41 43 of these specifications. BIDDER shall submit a TOTAL BID AMOUNT on the appropriate page. TOTAL BID AMOUNT shall be written in ink or typewritten. Bid form shall be executed when submitted. Only one copy of the BID form is required. TOTAL BID AMOUNT will serve as the basis for comparison of bids.

Local Preference:
Section D., "Acceptable Preferences" of the City's Procurement Policy, effective March 20, 2023, contains the following paragraphs pertaining to preference to Local Vendors:

Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. When a formal written bid or proposal is not required, local vendors may be given an opportunity to match prices offered by non-local vendors, as long as the products are equal as to specifications and quality requirements.

A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a. Those businesses with only a local post office box; or
b. Those businesses with a sales presence in the said radius, but no physical business location within the said radius; or
c. Home based businesses that merely take orders for products shipped from out-of-town to their customers.

When bids or proposals are received from both local and non-local vendors or contractors, the local bidder may be given preference in the awarding of the bid provided that its bid meets all other specification, quality, and service requirements in the following instances:

a. If a local bidder is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00.
b. The local purchasing preference policy shall not apply in the following instances:
    (1) When purchases and or contracts are funded in whole or in part by federal funds.
    (2) When such preference is in conflict with any applicable state or federal laws, rules or regulations.
    (3) When construction projects are financed with public assistance, including but not limited to, tax increment financing, Chapter 100 bonds, Chapter 353 redevelopment projects and enterprise zone redevelopment.
c. In the event that a general/prime contractor wishes a bid to be considered local, such contractor must either be local as defined above and at least 51% of the value of the total work to be performed as set forth in the bid price must be accomplished by the general/prime contractor or subcontractors considered local pursuant to this policy as defined above; or, utilize subcontractors considered local who will perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid. The general/prime

contractor will be required to document this information and provide it with the bid in order for the bid to be considered under the local vendor preference policy and provide an Affidavit(s) signed by the local subcontractor(s) specifying and verifying the total work they will perform in the total bid price.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return upon request the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned upon request. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned if requested. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case, the BID BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose, as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award of the contract will be made to the responsive, responsible BIDDER submitting the lowest TOTAL BID AMOUNT. Following the reading of the BIDS, the BIDDER submitting the lowest TOTAL BID AMOUNT and having supplied the necessary BID BOND and Anti-Collusion Statement shall be designated the Apparent Low Bidder. Within ten (10) calendar days from the date of the Bid opening, the Apparent Low Bidder shall provide to the Owner the Contractor's Statement of Qualifications, and a detailed price breakdown of all components of the project with the sum of the extended total of all such component prices equaling the TOTAL BID AMOUNT.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 180 consecutive calendar days thereafter.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

Contact Chris Duncan, P.E. 417-881-1586 with questions regarding this project.

END OF SECTION 00 21 13

SECTION 00 41 43 – BID FORM

Proposal of _____ (hereinafter called "BIDDER"),

organized and existing under the laws of the State of _____ doing

business as * _____ to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of HVAC Upgrades for Dorothea B Hoover Historical Museum in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith a Bid Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert “a corporation”, “a partnership”, or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

BID SCOPE
HVAC Upgrades for Dorothea B Hoover Historical Museum

The Scope of Work includes:

1. Remove chiller/boiler, associated pumps, controls, air control, fan coils/duckwork.air devices, and hydronic piping located outdoors and in the mechanical. The remaining hydronic piping to be drained, capped, and abandoned in place. Replace with new gas/electric split systems.
2. Remove 20-ton air handler and roof mounted condensing unit and replace with a 15-ton gas/electric packaged unit and a gas/electric split system.
3. Replace four remaining rooftop units with new units.
4. Add new gas piping, condensate piping, and ductwork as indicated.
5. Electrical revisions required to support new split system units and packaged rooftop units.

TOTAL BID AMOUNT (including Demolition Work and New Construction):

DOLLARS _____

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

ATTEST:

_____
Name of Contractor

By_____ By_____

_____ _____
Title Title

(SEAL)
(If Bid is a Corporation)

_____
Address (Including Zip Code)

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____DOLLARS ($_____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 20___.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: HVAC Upgrades for Dorothea B Hoover Historical Museum.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's BID, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION 00 43 13

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name:

_____

(Company Name)

_____

(Address) (City, State, Zip Code)

_____

(Phone Number) (Fax Number) (E-mail)

Date: _____

Construction Capabilities:

- ❑ General Contracting
- ❑ Electrical
- ❑ Plumbing
- ❑ HVAC
- ❑ Demolition
- ❑ Earthmoving
- ❑ Asbestos Abatement
- ❑ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number: _____ Date:

_____ _____

(President's Name) (Vice-President's Name)

_____ _____

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ❑ General ❑ Limited ❑ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____

Percent of work done by Contractor: _____ Number of years in business: _____

or SSN: _____ Number of Permanent Employees: _____

Geographical limits of operation:

_____

If you have done business under a different name, please give name and location: _____

_____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

_____

Date: Dated this _____ day of _____ , 20____ .

Signatures:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

being first duly sworn, deposes and says that he/she is

_____

Title of Person Signing

of_____

_____

Name of Bidder

that all statements made and facts set out in the proposal for the HVAC Upgrades for Dorothea B Hoover Historical Museum project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY_____

BY_____

BY_____

SWORN to before me this _____ day of _____ 20 ___.

_____

Notary Public

My Commission Expires _____

END OF SECTION 00 45 19

SECTION 00 51 00 – NOTICE OF AWARD

TO: _____

_____

_____

_____

PROJECT Description: HVAC Upgrades for Dorothea B Hoover Historical Museum

The OWNER has considered the BID submitted by you on _____, 20__ for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ _____DOLLARS ($_____).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER:

THE CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

Title: _____

Date: _____

END OF SECTION 00 51 00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

HVAC Upgrades for Dorothea B Hoover Historical Museum

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

SECTION 00 55 00 – NOTICE TO PROCEED

TO _____ Date _____

_____ Project CITY OF JOPLIN

_____ HVAC Upgrades for Dorothea B Hoover Historical Museum

_____ _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20___ on or before _____, 20___ and you are to complete the WORK within 180 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20_____.

CITY OF JOPLIN, MISSOURI

By _____

_____
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day of _____, 20____

By _____

Title _____

END OF SECTION 00 55 00

SECTION 00 61 13.13 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri

(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

HVAC Upgrades for Dorothea B Hoover Historical Museum

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original,

this the _____ day of _____,20_____

ATTEST:

_____
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION 00 61 13.13

SECTION 00 61 13.16 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri
(Name of Owner)

602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,

dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for:

HVAC Upgrades for Dorothea B Hoover Historical Museum

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the

_____ day of _____ 20___.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

_____
(Principal)

By_____

_____
(Address)

_____

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION 00 61 13.16

SECTION 00 62 76.13 – SALES TAX EXEMPTION

Missouri State Statutes 144.062, effective August 28, 1994, and as clarified by subsequent amendment(s), allows for issuance of a sales tax exemption to contractors constructing, repairing, or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax-exempt entity. The tax-exempt entity shall furnish to the Contractor a signed Missouri Project Exemption Certificate authorizing such purchases for the construction, repair, or remodeling project. The Contractor shall furnish the certificate to all subcontractors.

For further information, the Contractor shall contact the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102, telephone (573) 751-1300; or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, telephone (573) 751-2836.

Included with this section is a copy of the Missouri Project Exemption Certificate, which has been approved by the Missouri Department of Revenue.

Reset Form | Print Form

MISSOURI DEPARTMENT OF REVENUE

Form 5060

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	__ __ / __ __ / __ __ __ __		__ __ / __ __ / __ __ __ __
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
			__ __ / __ __ / __ __ __ __

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code

Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Form 5060 (Revised 11-2019)

END OF SECTION 00 62 76.13

SECTION 00 65 13 – CERTIFICATE OF COMPLIANCE

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of Missouri, personally came and appeared

_____

(Name) (Position)

of the _____

(Name of the Company)

(A corporation) (a partnership) (a proprietorship) and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No.(s). _____issued by the Division of Labor Standards on the _____ day of_____, 20___in carrying out the contract and work in connection with the construction of HVAC Upgrades for Dorothea B Hoover Historical Museum, in Jasper County, Missouri, and completed on the _____ day of_____, 20____.

_____

(Signature)

Subscribed and sworn to me this _____ day of_____, 20__.

My Commission expires:_____

_____

Notary Public

END OF SECTION 00 65 13

SECTION 00 65 19.13 – AFFADAVIT OF PAYMENT OF DEBTS

_____ certifies that they are the _____
(Name) (Title)

of _____ of _____
(Name of Contractor) (Address)

the Contractor, in a Contract dated _____, 20_____

entered into between the Contractor and CITY OF JOPLIN, MISSOURI of 602 S. Main Street, Joplin, Missouri 64801, the Owner, for the construction of HVAC Upgrades for Dorothea B Hoover Historical Museum, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By _____

Date _____

For _____

END OF SECTION 00 65 19.13

SECTION 00 65 19.16 – AFFADAVIT OF RELEASE OF LIENS

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1) _____
to furnish (2) _____
for the premises known as (3) _____
of which (4) _____is the owner.

The undersigned, for and in consideration of (5) $_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20___.
Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn deposes and says that he is (8) _____ of the (10) _____ who is the contractor for the (11) _____ work on (12) HVAC Upgrades for Dorothea B Hoover Historical Museum owned by (13) the City of Joplin, Missouri; That the total amount of the contract including extras is (14) $_____ on which he has received payment of (15) $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.
Signature: (17) _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature: (18) _____

INSTRUCTIONS FOR WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner.

2. Name the trade (electric, plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures.

6. The date signed.

7. The sub-contractor's signature and company name.

8, 9 & 10. The name of the subcontractor signing the waiver, his corporate title, and the name of his company.

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amount paid prior to this draw

16. If material delivered to site by a material supplier[1] list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e., the contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: If a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

END OF SECTION 00 65 19.16

SECTION 00 72 00 – GENERAL CONDITIONS OF CONTRACT

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land & Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order by the OWNER to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Advertisement For Bids, Information For Bidders, BID, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER/ARCHITECT's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence

to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the

CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their

unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the

CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 "This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved by the Owner
(b) An agreed lump sum.
(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 See Section 00 52 00 – Agreement 2022; and City of Joplin Standard Specifications, Division 0000 General Requirements and Provisions, Section 0400.19 for associated requirements.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify

the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five (5) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After five (5) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain five percent (5%) of the amount of each payment for the duration of the project. If at any time the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall establish the retainage at a level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the

CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The form and limits of such insurance shall be as set forth in Section 00 52 00- Agreement 2022 of these CONTRACT DOCUMENTS. Note that a separate policy must be provided for Owner's and Contractor's Protective Liability Insurance, in addition to the policies for Workers" Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Labor and Materials Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety

of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including, but not limited to, costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

END OF SECTION 00 72 00

SECTION 00 73 00 - SUPPLEMENTAL GENERAL CONDITIONS

1.1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer no later than seven (7) days before the opening of bids, and the Engineer will issue addenda identifying manufacturers of approved alternate equipment.

1.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

1.3 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

1.4 CLOSE OUT DOCUMENTATION

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver to the OWNER, through the Engineer:

Notarized Contractor's Certificate of Compliance in SECTION 00 65 13, signed by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

Affidavit of Payment of Debts in SECTION 00 65 19.13 signed by the CONTRACTOR, listing all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project and stating they have been paid in full.

Notarized Affidavit of Release of Lien in SECTION 00 65 19.16, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

1.5 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, by taking detailed photographs and/or videos. The documentation will be used to settle any disputes with the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle such disputes, the Resident Project Representative's judgment shall be relied upon.

END OF SECTION 00 73 00

SECTION 00 73 43 - WAGE RATE REQUIREMENTS

STATE OF MISSOURI PREVAILING WAGE LAW & RULES

Prevailing hourly rates of wages shown on the following annual wage order are hereby incorporated in the contract specifications and made a part thereof. Contractor's attention is particularly called to the Performance-Payment Bond form, which includes provisions that will guarantee his faithful performance of the prevailing hourly wage requirements of the contract.

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

The contractor will forfeit a penalty to the Owner of $100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, unless they have previously completed the program and have documentation of doing so.

The contractor will forfeit a penalty to the Owner of $2,500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required safety training.

The Contractor shall be required to submit a certified copy of all weekly payrolls to the Owner and Engineer showing that the classification of workmen and the hourly wage rates being paid fully comply with the Wage Determination for the Project. Required from subcontractors, also via the Contractor, send one copy to City, one copy to Engineer.

The Contractor shall cause to be displayed a complete copy of the Wage Determination for the project as set forth in the Prevailing Wage Law.

Prior to Final Acceptance of the Project, the CONTRACTOR shall obtain and deliver in duplicate to the Owner, through the Engineer, notarized Affidavits of Compliance with the Prevailing Wage Law, in the form attached hereto, from the Contractor and all subcontractors furnishing services for the Project.

PREVAILING WAGE LAW, CHAPTER 290
Section 290.210 through 290.340 as Amended RSMo 1987, 1986, & Cumm. Supp. 1993

290.210 Definitions - As used in Section 290.210 to 290.340, unless the context indicates otherwise:

(1) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting, and decorating, or major repairs

(2) "Department" means the Department of Labor and Industrial Relations.

(3) "Locality" means the county where the physical work upon public works is performed, except that if there is not available in the county a sufficient number of competent skilled workmen to construct the public works efficiently and properly, "locality" may include two or more counties adjacent to the one in which the work or construction is to be performed and from which such workers may be obtained in sufficient numbers to perform the work, and that, with respect to contracts with the state highway commission, "locality" may be construed to include two or more adjacent counties from which workmen may be accessible for work on such construction.

(4) "Maintenance work" means the repair, but not the replacement of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased.

(5) "Prevailing hourly rate of wages" means the wages paid generally in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determination of the department, insofar as Sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions to trustees or third persons as provided herein, by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions, and costs is not less than the rate of pay plus the other amounts as provided herein.

(6) "Public Body" means the State of Missouri or any officer, official, authority, board or commission of the state or other political subdivision thereof, or any institution supported in whole or in part by public funds.

(7) "Public Works" means all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds, when let to contract by said utility. It does not include any work done for or by any drainage or levee district.

(8) "Workmen" means laborers, workmen, and mechanics.

290.220 Policy declared - It is hereby declared to be the policy of the State of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

290.230 Prevailing wage rates required on construction of public works.

(1) Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to all workmen employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work. Only such workmen as are directly employed by contractors or subcontractors in actual construction work on the site of the building or

construction job shall be deemed to be employed upon public works.

(2) When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on public works.

290.240 Department of Labor and Industrial Relations to enforce - make regulations

(1) The department shall inquire diligently as to any violation of Sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of Sections 290.210 to 290.340.

(2) The department may establish rules and regulations for the purpose of carrying out the provisions of Sections 290.210 to 290.340.

290.250 Prevailing wage, incorporation into contracts -- failure to pay, Penalty -- complaint of violation, public body or prime contractor to withhold payment. Every public body authorized to contract for or construct public works, before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract, what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. It shall also require in all contractor's bonds that the contractor include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract. The contractor shall forfeit as a penalty to the state, county, city, and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 committed in the course of the execution of the contract, and when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the provisions of Sections 290.210 to 290.340 and if payment has already been made to him, the contractor may recover from the amount of the penalty in a suit at law.

290.260 Determination of hourly rate for highway commission, when made, where filed, objections, hearing, determination

(1) The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages in the localities. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July 1st of each year for the Missouri State Highway Commission and shall remain in effect until supersede by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

(2) A certified copy of the determination so made shall be filed immediately with the Secretary of State and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

(4) Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The department, at its discretion, may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing, the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the Secretary of State and with the Department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536, RSMo, and be made a party to the proceedings.

(9) All proceedings in any court affecting a determination of the department under the provisions of Sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

290.262 Determination of hourly rate by location and occupation title, when made, where filed objections, hearings-final determination-notice to department by public body, when –

(1) Except as otherwise provided in Section 290.260, the department shall annually investigate and determine the prevailing hourly rate of wages in each locality for each separate occupational title. A final determination applicable to every locality to be contained in an annual wage order shall be made annually on or before July first of each year, and shall remain in effect until superseded by a new annual wage order or as otherwise provided in this section. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality, and shall, by March tenth of each, make an initial determination for each occupational title within the locality.

(2) A certified copy of the initial determinations so made shall be filed immediately with the Secretary of State and with the Department in Jefferson City. Copies shall be supplied by the Department to all persons requesting them within ten days after filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to a determination or part thereof that he deems objectionable, by filing a written notice with the Department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

(4) After the receipt of the objection, the Department shall set a date for a hearing of the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The Department, at its discretion, may hear each written objection separately, or consolidate for hearing any two or more written objections. At the hearing, the Department shall first introduce in evidence the investigation it instituted and the other facts that were considered at the time of the original determination that formed the basis for its determination. The Department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the Department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately the Department shall file a certified copy of its final determination with the Secretary of State and with the Department, and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the Department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the Department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial, any person affected by the final determination of the Department may intervene in the proceedings to review under Chapter 536, RSMo, and be made a party to the proceedings.

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement that covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer, in regard to such collective bargaining agreement, shall notify the Department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

(10) In addition to all other reporting requirements of sections 290.210 to 290.340, each public body that is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the Department, on a form prescribed by the Department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

290.263 Hourly wage must equal or exceed federal minimum wage - The hourly wages to be paid as prescribed in Section 290.250 to workmen upon public works shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

290.265 Wage rates posted, where - A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

290.270 Declaration as to prevailing wages final - maximum wages and hours not limited - The finding of the department ascertaining and declaring the prevailing hourly rate of wages shall be final for the locality, unless reviewed under the provisions of Sections 290.210 to 290.340. Nothing in Sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any workman employed on any public work of more than the prevailing rate of wages. Nothing in Sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any workman in any particular period of time.

290.280 Administration of oaths - subpoenas - enforcement of subpoenas - The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or any refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by Section 536.077, RSMo, for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

290.290 Contractor's payroll records, contents - affidavit of compliance required – signs on motor vehicles and equipment, requirements – temporary stationary sign, when – exception –

(1) The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

(3) Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo, and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment that is used in connection with such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet, but the size of the lettering need not be larger than two inches. In cases where equipment is leased, or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign with the information required pursuant to this subsection, at the main entrance of the construction project site in place of affixing the required information on the equipment, so long as such sign is not in violation of any state or federal statute, rule, or regulation. Motor vehicles that are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

(4) The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

290.300 Actions for prevailing wages by workmen authorized - Any workman employed by the contractor or by any subcontractor under the contractor who shall be paid for his services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

290.305 Rebates by workmen prohibited, exceptions. No person, firm, or corporation shall violate the wage provisions of any contract contemplated in Sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in Sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in Sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand, or receive, either before or after such workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request, or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

290.315 Deductions from wages agreement to be written, approval of public body required - All contractors required in Sections 290.210 to 290.340 to pay not less than the prevailing rate of wages shall make full payment of such wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section does not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

290.320 Advertising for bids before prevailing wage is determined prohibited - No public body, officer, official, member, agent, or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the prevailing rates of wages of workmen for each class of work called for by the public works in the locality where the work is to be performed as provided in Sections 290.210 to 290.340.

290.325 Awarding contract on payment without prevailing wage determinations prohibited - No public body, officer, official, member, agent, or representative thereof authorized to contract for public works shall award a contract for the construction of such improvement or disburse any funds on account of the construction of such public improvement, unless prevailing rates of wages of workmen for the class of work called for by such public works in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

290.330 Convicted violators of Sections 290.210 to 290.340 listed, effect of - The department after investigation, upon complaint or upon its own initiative, shall file with the Secretary of State a list of the contractors and subcontractors whom it finds have been prosecuted and convicted for violations of Sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of such subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the Secretary of State shall be notice to all public bodies and their officers, officials, members, agents, and representatives.

290.335 Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized - If it is found that a public body, contractor, or subcontractor has not complied with any of the terms of Sections 290.210 to 290.340, the department shall give notice of the precise violations in writing to such public body, contractor, or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may, in writing, inform the Attorney General of the fact that such notice has been given, and that the public body, contractor, or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the Attorney General shall, at the earliest possible time, bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall, in any such injunctive action, post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have an exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and the defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

290.340 Penalty for violation - Any officer, official, member, agent, or representative of any public body, contractor, or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of Sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

RULES OF DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
CHAPTER 3 - PREVAILING WAGE LAW RULES

8 CSR-30-3.010 Prevailing Wage Rates for Public Works Projects (Purpose: This rule sets forth prevailing wage requirements relative to work performed by workmen on public funded projects.)

(1) All public bodies of Missouri contemplating construction work must obtain from the department a determination of the prevailing hourly rate of wages in the locality (wage determination) that is applicable to that construction. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for wage determinations shall be initiated at least thirty (30) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-1 for use in making a request. The form may be secured by writing Division of Labor Standards, P.O. Box 449, Jefferson City, Missouri 65102.

(3) A separate request must be filed for each separate project by the public body, except the State Highway and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders. One public body cannot use the wage determinations made by this department for another public body even though both public bodies are located in the same county. Special wage determinations issued by the department only apply to the public body and its project described in the special wage determination.

(4) Each wage determination issued by the department shall contain the current wage rates prevailing in the locality at the time the determination is issued. To ensure that the current prevailing hourly rate of wages as established in the wage determination is paid on the public works project, the public works project must be started in good faith or a contract awarded for the project within one hundred eighty (180) days from the date the wage determination is issued. If the proposed public works project is not started in good faith or a contract is not awarded for completion of the project within one hundred eighty (180) days from the date the wage determination is issued, before proceeding with the project the public body shall request from the department an amended wage determination, containing the then current prevailing hourly rate of wages. The amended wage determination shall be subject to objection pursuant to the provisions of section 290.260, RSMo. An amended wage determination becomes final either by order of the Labor and Industrial Relations Commission or automatically if not objected to pursuant to section 290.260, RSMo. This final determination shall contain the prevailing wage rates to be paid on the project. This provision shall not apply to the General Wage Order issued by the department for the State Highway and Transportation Commission.

(5) It should be understood by all interested parties that the certified prevailing wage rates determined by the department are minimum wage rates. The contractor may not pay less than the prevailing wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(6) Where classification of workers not included in the original contract is desired, the public body shall request the department to issue a determination of the prevailing hourly rate of wages in the appropriate localities. In these cases, it shall be the responsibility of the public body to make an arrangement with the contract which would result in compliance with the wage determinations, as though they were a part of the original contract.

(7) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed, but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210 to 290.340, RSMo is discovered by the inspecting public body, it's their duty under section 290.250, RSMo to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at P. O. Box 449, Jefferson City, Missouri 65102 or by telephone.

(8) Each month, the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. The payroll records shall set out accurately and completely the following: name and address of each worker, the class or type of worker, rate of pay, daily and weekly number of hours worked for each class or type of work performed, deduction made, and actual wages paid for each class or type of work performed by each worker. The payroll records shall be made available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.

City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo en banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

8 CSR 30-3.020 DEFINITIONS (PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of wage determinations under the Prevailing Wage Law, sections 290.210-290.340, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including, without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting, and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term major repair, for purposes of identifying construction subject to the Prevailing Wage Law, means the repair of an existing facility, such as a roof or other existing system or work that performs a unique and necessary function, where the amount of repair involves twenty percent (20%) or more of the roof or other existing facility. If the size, type, or extent of the existing facilities is changed or increased, the work performed shall constitute construction subject to the Prevailing Wage Law. A project shall be considered to be maintenance work, as opposed to major repair subject to the Prevailing Wage Law, if the repair involves less than twenty percent (20%) of the existing facility and the size, type, or extent of the existing facility is not changed or increased.

(3) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, and the like are part of the site of the building or construction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant, and the like to the public works project raises a rebuttable presumption that such a facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent,

previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

8 CSR 30-3.030 Apprentices and Trainees (PURPOSE: This rule sets forth the requirements for the payment of apprentice wages for workers employed on public works subject to the Prevailing Wage Law.)

(1) Journeyman's rate of pay shall be paid to all workers employed on public works construction except apprentices and trainees registered and participating in apprentice or trainee programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training; and apprentices and trainees registered and participating in apprenticeship and skill training programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs.

(2) Apprentices shall be permitted to work at less than the predetermined rate for the class or type of work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The allowable ratio of apprenticeship to journeymen on the site of the construction for any class or type of workers shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on the payroll at an apprenticeship wage rate, who is not registered or otherwise employed as stated in this rule, shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. In addition those apprentices performing work on the site of the construction who are in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. Every apprentice shall be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate for the class or type of worker specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. In the event the Bureau of Apprenticeship and Training withdraws approval of an apprenticeship program, the contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the class or type of work performed until an acceptable program is approved.

(3) Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. Any employee listed on the payroll at a trainee rate who is not registered and participating in a Training Plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4) Workers employed on federal-aid highway construction projects may be paid at an apprentice or trainee rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 USC 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8 CSR 30-3.040 Classifications of Construction Work (PURPOSE: The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.)

(1) All public works construction, for which the prevailing hourly rate of wages of workers are to be determined, shall be classified as either:

(A) Building construction; or
(B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment, or recreation, or for protection of people or equipment;
(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;
(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;
(D) Entire buildings that are built aboveground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;
(E) Excavation for the building itself, including backfilling inside and outside the building;
(F) Storm and sanitary sewers inside the building and to the curb line;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;
(H) Sidewalks other than those that are poured in connection with a street or road project;
(I) Driveways that are built to serve a building;
(J) Parking lots connected to a building and all structures built as parking facilities;
(K) Retaining walls built in conjunction with a building project;
(L) Demolition of a building(s) as part of the site preparation for new building construction;
(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and
(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in conjunction with roads, streets, parkways, alleys, and highways, including, but not limited to grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;
(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;
(C) Work in connection with underground construction on tunnels and shafts;
(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;
(F) Work in connection with airports, such as runways, roads and streets, but excluding that which is listed as building construction;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;
(H) Sidewalks when poured incidental to a street or road project;
(I) Parking lots not incidental to a building construction project; and
(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

(4) On public works contracts that involve both classifications of construction as defined in sections (2) and (3) of this rule, the Department of Labor and Industrial Relations shall issue a determination including both of these classifications.

8 CSR 30-3.050 Posting of Prevailing Wage Rates (PURPOSE: This rule sets forth the requirements for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.)

(1) Contractors and subcontractors engaged in public works projects shall post the prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines and the like, a contractor/subcontractor may post the prevailing hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

END OF SECTION 00 73 43

SECTION 00 73 46 – WAGE DETERMINATION SCHEDULE

Contractor shall use wage rates as specified herein and in accordance with state and federal law.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 049
JASPER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$29.82
Boilermaker	$27.80*
Bricklayer-Stone Mason	$48.61
Carpenter	$59.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$40.19
Plasterer	
Communication Technician	$27.80*
Electrician (Inside Wireman)	$48.51
Electrician Outside Lineman	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$27.80*
Glazier	$42.46
Ironworker	$27.80*
Laborer	$40.73
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$27.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$27.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$27.80*
Plumber	$52.30
Pipe Fitter	
Roofer	$27.80*
Sheet Metal Worker	$49.79
Sprinkler Fitter	$27.80*
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$27.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$43.93
General Laborer	
Skilled Laborer	
Operating Engineer	$51.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 31

3/24

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

ANNUAL WAGE ORDER NO. 31 3/24

END OF SECTION 00 73 46

SECTION 01 11 00 – SUMMARY OF WORK

1. GENERAL

1.1 The work consists of furnishing all labor, materials, equipment, tools, supervision and testing to complete the project as described in these specifications and as shown on the drawings. The Scope of Work includes:

1.1.1 Remove chiller/boiler and associated piping in old Museum and replace with new standard split system units.

1.1.2 Remove large packaged rooftop unit and rooftop condensing unit and replace with 15-ton packaged roof top unit.

1.1.3 Replace four remaining rooftop units with new units.

1.1.4 Add new gas piping, condensate piping, and ductwork as indicated.

1.1.5 Electrical revisions required to support new split system units and packaged rooftop units.

1.2 Location: The project site is located as shown on the drawings.

1.3 Access: Access by the Contractor and/or his employees to the building shall be coordinated with City staff.

1.4 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

1.5 Inclusive in the work is close coordination with all appropriate jurisdictional agencies and responsibility for construction standards, traffic control, and safety requirements of these agencies.

2. PERMITS

2.1 Secure all necessary permits from respective authorities necessary to complete construction.

2.1.1 Contractor and subcontractors shall have an Occupational License on file with the City of Joplin as required by Section 00 52 00, paragraph 30.

2.1.2 In addition to the Occupational License, the Contractor shall obtain a Commercial Improvements Permit from the City of Joplin. Cost for said permit is outlined in ARTICLE IV. - PERMITS AND FEES of the Joplin Code of Ordinances, Section 26-91 - Building permit fees; re-inspection fee.

2.1.3 City building inspections shall be conducted as required by the City. Contractor shall be responsible for notifying the City via the online portal and coordinating inspections.

3. RELATED DOCUMENTS

3.1 Drawings are included as part of this specification. Installation shall be per the construction drawings, supplemented as necessary by any applicable construction details.

3.2 Locate all existing underground installations in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the Company 1-800-DIG-RITE (344-7483), and other appropriate locating services.

3.3 All damage to existing private and/or municipal utilities or improvements shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

4. SCHEDULING OF WORK

4.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

5. REGULATORY REQUIREMENTS

5.1 Obtain all necessary permits and licenses and comply with all codes of construction as required by the City of Joplin.

5.2 Pay for any bond or other charges associated with obtaining the necessary permits or licenses.

6. CONSTRUCTION STANDARDS

6.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

7. REFERENCES AND ABBREVIATIONS

7.1 The latest edition of the following specifications cover certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

7.1.1 AWWA: American Water Works Association.

7.1.2 AGA: American Gas Association

7.1.3 ASTM: American Society for Testing Materials

7.1.4 AASHTO: American Association of State Highway & Transportation Officials

7.1.5 ANSI: American National Standards Institute

7.1.6 API: American Petroleum Institute

7.1.7 ASA: American Standards Association

7.1.8 DOT: Federal Department of Transportation

7.1.9 AWS: American Welding Society

7.1.10 AREA: American Railway Engineering Association

7.1.11 ACI: American Concrete Institute

7.1.12 BOCA: Building Officials and Code Administrators

8. QUALITY CONTROL

8.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

9. ENVIRONMENTAL

9.1 In the event of spillage or discharge of oil to the environment, the contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil: Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution contingency Plans; and all applicable State, County, and municipal regulations.

9.2 The contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506(C)).

END OF SECTION 01 11 00

SECTION 01 25 00 – SUBSTITUTION PROCEDURES

1. GENERAL

1.1 Description: Equipment and materials by manufacturers and suppliers other than those named on the drawings will be considered by the Engineer under procedures set forth hereinafter.

1.2 Sole Manufacturer and Suppliers:

1.2.1 The provisions contained within the General Conditions and the Supplemental General Conditions concerning "Sole Manufacturer" and "Letters of Certification" shall apply to equipment and materials designated hereinafter, unless specified otherwise.

2. MATERIAL AND EQUIPMENT

2.1 As noted on drawings.

3. ALTERNATE MANUFACTURERS OF EQUIPMENT AND MATERIALS

3.1 Submittal: Suppliers and manufacturers other than those listed wishing to have their equipment and materials considered may submit literature and data completely describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the date fourteen (14) days prior to the bid opening date will not be considered.

3.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications and receiving approval may be utilized in the Project. Written approval will be provided to prospective bidders.

END OF SECTION 01 25 00

HVAC AIR DEVICES & DUCTWORK

- SUPPLY AIR DEVICE (4-WAY)
- SUPPLY AIR DEVICE (3-WAY)
- SUPPLY AIR DEVICE (2-WAY)
- RETURN/EXHAUST AIR DEVICE
- EXISTING SUPPLY AIR DEVICE
- EXISTING RETURN AIR DEVICE
- SIDEWALL AIR DEVICE
- TYPE<X> SIZE (TYP) — AIR DEVICE TAG WITH MARK NUMBER FLOW, SIZE AND (MATCHING DEVICES)
- SUPPLY DUCT UP
- SUPPLY DUCT DOWN
- RETURN/EXHAUST DUCT UP
- RETURN/EXHAUST DUCT DOWN
- WxH — RECTANGULAR DUCT WIDTH×HEIGHT
- DIAØ — ROUND DUCT (SPIRAL)
- EXISTING DUCTWORK
- DIAØ — ROUND DUCT (SNAP-LOCK)
- ROUND DUCT TAKEOFF WITH MANUAL DAMPER
- TAG-ID — EQUIPMENT TAG W/EQUIPMENT TYPE AND IDENTIFICATION NUMBER

HVAC SENSORS & SYMBOLS

- T — THERMOSTAT
- TS — TEMPERATURE SENSOR
- TC — TEMPERATURE CONTROLLER
- H — HUMIDITY SENSOR
- CO2 — CARBON DIOXIDE SENSOR
- CO2 — CARBON DIOXIDE SENSOR - DUCT MOUNT
- CO — CARBON MONOXIDE SENSOR
- R — REFRIGERANT PIPING
- D — CONDENSATE PIPING
- BALANCING DAMPER
- MOTORIZED DAMPER W/ADJUSTABLE STOP
- FIRE DAMPER
- SMOKE DAMPER
- FIRE/SMOKE DAMPER
- ZONE DAMPER
- BYPASS DAMPER
- MECHANICAL EQUIPMENT
- MECHANICAL EQUIPMENT ON ROOF

ELECTRICAL SWITCHES

MOUNT AT 48" ABOVE FINISH FLOOR (AFF) UNLESS OTHERWISE NOTED. WHEN MOUNTED IN MASONRY, SWITCH MOUNTING HEIGHT SHALL ALIGN WITH MASONRY COURSING NEAREST TO 48" (MID-POINT) AFF, BUT SHALL NOT BE HIGHER THAN 48" (MID-POINT) AFF.

- S — SINGLE POLE SWITCH
- S2 — DOUBLE POLE SWITCH
- S3 — THREE-WAY SWITCH
- S4 — FOUR-WAY SWITCH
- SDM — DIMMER SWITCH
- SM — MOTOR RATED SWITCH
- SK — KEYED SWITCH
- S2K — 2-POLE KEYED SWITCH
- S3K — 3-WAY KEYED SWITCH
- ST — TIME SWITCH
- SP — PILOT LIGHT SWITCH
- OS — WALL BOX OCCUPANCY SENSOR
- OS — OCCUPANCY SENSOR - CEILING MOUNTED
- OS — OCCUPANCY SENSOR - WALL MOUNTED
- PC — PHOTOELECTRIC CONTROL (PEC)

RECEPTACLES

UNLESS IN FLOOR BOX, MOUNT AT HEIGHT SCHEDULED ABOVE FINISH FLOOR (AFF). WHEN MOUNTED IN MASONRY, RECEPTACLE MOUNTING HEIGHT SHALL ALIGN WITH MASONRY COURSING NEAREST TO SCHEDULED HEIGHT, BUT SHALL NOT BE LOWER THAN 16" (MID-POINT) AFF.

- 1 — RECEPTACLE-REFER TO RECEPTACLE SCHEDULE
- 2 — QUADRUPLEX RECEPTACLE-REFER TO RECEPTACLE SCHEDULE
- RECEPTACLE IN FLOOR BOX, REFER TO KEYED NOTES ON PLAN
- QUAD. RECEPTACLE IN FLOOR BOX, REFER TO KEYED NOTES ON PLAN
- X-XX — SPECIAL RECEPTACLE, NUMERIC 'X-XX' INDICATES NEMA CONFIGURATION

EQUIPMENT

INSTALL EQUIPMENT TO COMPLY WITH WORKING SPACE REQUIREMENTS LISTED IN ARTICLE 110 OF THE NATIONAL ELECTRICAL CODE.

- LOAD CENTER, PANELBOARD, SWITCHBOARD, OR MOTOR CONTROL CENTER
- xx/xx — DISCONNECT SWITCH WITH AMPACITY AND NUMBER OF POLES INDICATED
- J — JUNCTION BOX
- D — DIRECT EQUIPMENT CONNECTION
- D — ELECTRIC HAND DRYER
- XX — MOTOR LOAD:
  EF - EXHAUST FAN — AHU - AIR HANDLING UNIT
  P - PUMP — CU - CONDENSING UNIT
  OHD - OVERHEAD DOOR — CF - CEILING FAN
  RTU - ROOFTOP UNIT
- XX — PUSHBUTTON OPERATOR;
  EMS - EMERGENCY STOP
  DAW - DOOR ACTUATOR - WALL MOUNTED
  DAP - DOOR ACTUATOR - PEDESTAL MOUNTED
  PTE - EMERGENCY PUSH TO EXIT
- MOTOR STARTER
- TRx — TRANSFORMER
- PP-XX — CIRCUIT HOMERUN
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC
- UGT — UNDERGROUND TELEPHONE
- OHT — OVERHEAD TELEPHONE

COMMUNICATION OUTLET ROUGH-IN

UNLESS IN FLOORBOX OR OTHERWISE NOTED, MOUNT AT 18" ABOVE FINISH FLOOR (AFF). WHEN MOUNTED IN MASONRY, OUTLET MOUNTING HEIGHT SHALL ALIGN WITH MASONRY COURSING NEAREST TO SCHEDULED HEIGHT, BUT SHALL NOT BE LOWER THAN 16" (MID-POINT) AFF.

PROVIDE A 4" SQUARE JUNCTION BOX AND 3/4" CONDUIT WITH DE-BURRED ENDS, INCLUDING 90° SWEEP, INTO ACCESSIBLE CEILING SPACE. FOR SINGLE-GANG OUTLETS IN FRAMED WALLS, PROVIDE A SINGLE-GANG PLASTER RING.

- SINGLE-GANG OUTLET
- COMBINATION TELEPHONE/DATA OUTLET
- D — DATA OUTLET
- TV — TELEVISION OUTLET BOX
- TELEPHONE/DATA OUTLET IN RECESSED FLOOR BOX
- IC — INTERCOM OUTLET BOX
- S — INTERCOM SPEAKER
- C — CLOCK -SINGLE FACE
- C D — CLOCK - DOUBLE FACE

FIRE ALARM

COMPLY WITH REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) FOR CEILING-MOUNTING AND/OR WALL-MOUNTING HEIGHTS OF FIRE ALARM DEVICES.

- S — SMOKE DETECTOR
- S CO — COMBINATION SMOKE & CARBON MONOXIDE DETECTOR
- H — HEAT DETECTOR
- CEILING-MOUNTED STROBE
- WALL-MOUNTED STROBE
- F — WALL-MOUNTED HORN/SPEAKER WITH STROBE
- F CLG — CEILING-MOUNTED HORN/SPEAKER WITH STROBE
- F — WALL-MOUNTED HORN/SPEAKER
- TS — TAMPER SWITCH
- FS — FLOW SWITCH
- M — MAGNETIC DOOR HOLDER
- M — MAGNETIC DOOR HOLDER - WALL MOUNTED
- F — MANUAL PULL STATION
- FACP — FIRE ALARM CONTROL PANEL
- FARA — FIRE ALARM REMOTE ANNUNCIATOR
- DUCT SMOKE DETECTOR
- DUCT HEAT DETECTOR

LIGHT FIXTURES

- LAY-IN/RECESSED 24" X 48" OR 24" X 24" FLUORESCENT OR LED LIGHT
- SURFACE 24" X 48" OR 24" X 24" FLUORESCENT OR LED LIGHT
- STRIP, SUSPENDED, OR SURFACE MOUNT LIGHT
- INDUSTRIAL FLUORESCENT OR LED LIGHT
- DOWNLIGHT/CAN LIGHT OR WALL WASH LIGHT
- WALL MOUNTED LIGHT
- PENDANT LIGHT
- EXIT LIGHT, DIRECTIONAL EXIT LIGHT, OR EXIT/EMERGENCY LIGHT
- DUAL HEAD EMERGENCY LIGHT OR REMOTE HEAD

PIPE LABELS

- WS — WATER SERVICE
- C — COLD WATER
- H — HOT WATER
- R — HOT WATER RETURN
- S — BUILDING WASTE/SEWER
- K — KITCHEN WASTE
- V — VENT
- SD — STORM DRAIN
- OD — OVERFLOW DRAIN
- G — GAS
- EG — ELEVATED PRESSURE GAS
- CA — COMPRESSED AIR
- VAC — VACUUM
- F — FILTERED WATER
- EXISTING PIPE
- PIPE BELOW GRADE
- D — CONDENSATE DRAIN

VALVES & FITTINGS

- BALL VALVE
- CIRCUIT BALANCING VALVE
- PRESSURE REDUCING VALVE
- CHECK VALVE
- DOUBLE CHECK VALVE
- CAP
- EQUIPMENT CONNECTION
- ELBOW UP
- ELBOW DOWN
- TEE
- ELBOW
- TEE UP
- TEE DOWN
- WATER HAMMER ARRESTOR
- PIPING CONTINUATION

PLUMBING SYMBOLS

- RPBP — REDUCED PRESSURE BACKFLOW PREVENTER
- FD — FLOOR DRAIN - ROUND STRAINER
- FD — FLOOR DRAIN - SQUARE STRAINER
- CO — CLEANOUT
- COEX — OUTDOOR CLEANOUT
- WCO — WALL CLEANOUT
- FLOOR SINK
- RD — ROOF DRAIN
- OD — OVERFLOW DRAIN
- R — GAS PRESSURE REGULATOR
- M M — GAS METER

FIRE PROTECTION

- FS — FLOW SWITCH
- SIAMESE FIRE DEPT. CONN.
- BACKFLOW PREVENTER
- SH — SPRINKLER HEAD
- HOSE — HOSE CABINET
- VCAB — VALVE CABINET

GENERAL MEP SYMBOLS & ABBREVIATIONS

- 1 — PLAN KEY NOTE IDENTIFIER
- DENOTES "CONNECT TO EXISTING"
- X / XX — DETAIL REFERENCE IDENTIFIER
- KEY — PLAN REVISION IDENTIFIER

AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
BC	BELOW COUNTER
BOF	BOTTOM OF FIXTURE
CF	CEILING FAN
CLG	CEILING
COF	CENTER OF FIXTURE
C	COLD WATER
D	CONDENSATE DRAIN
CU	CONDENSING UNIT
EM	EMERGENCY
EF	EXHAUST FAN
EG	ELEVATED PRESSURE GAS
FACP	FIRE ALARM CONTROL PANEL
FCU	FAN COIL UNIT
F	FILTERED WATER
GFI	GROUND FAULT INTERRUPTER
GH	BASKETBALL GOAL HOIST
HOR	HORIZONTAL
HP	HEAT PUMP
H	HOT WATER
K	KITCHEN WASTE
R	HOT WATER RETURN
MFG	MANUFACTURER
NIC	NOT IN CONTRACT
NL	NON-SWITCHED NIGHT LIGHT
NTS	NOT TO SCALE
OF/CI	OWNER FURNISHED, CONTRACTOR INSTALLED
OHD	OVERHEAD DOOR
P	PUMP
RE	REFER TO, REFERENCE
RTU	ROOF TOP UNIT
SF	SUPPLY FAN
S	SANITARY SEWER
TL	TWISTLOCK
TOF	TOP OF FIXTURE
TP	TAMPER PROOF
TW	TEMPERED WATER
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
V	VENT
VTR	VENT THROUGH ROOF
WP	WEATHER PROOF
WS	WATER SERVICE

SECURITY

- SECURITY/CCTV CAMERA
- B — DOOR BUZZER
- B — DOOR BELL/CHIME
- CR — CARD READER
- DL — ELECTRIC DOOR LOCK
- DL M — MAGNETIC DOOR LOCK
- K — ACCESS KEYPAD
- M — MOTION SENSOR
- TG — GLASS BREAK SENSOR

REVISION	DATE

STATE OF MISSOURI
KEVIN NOELL CONWAY
NUMBER PE-28270
REGISTERED PROFESSIONAL ENGINEER
08/14/24

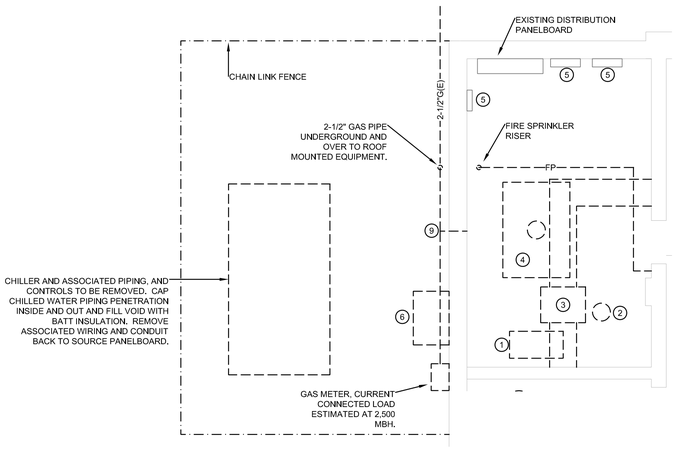
CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY:	CDI
CHECKED BY:	CRD/KNC
DATE:	08-08-2024
SCALE:	AS NOTED
PROJECT #:	--

SHEET #
SYMBOLS LEGEND

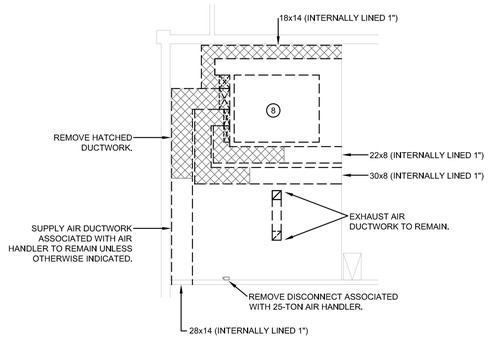
PME1.0



ENLARGED BOILER ROOM DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

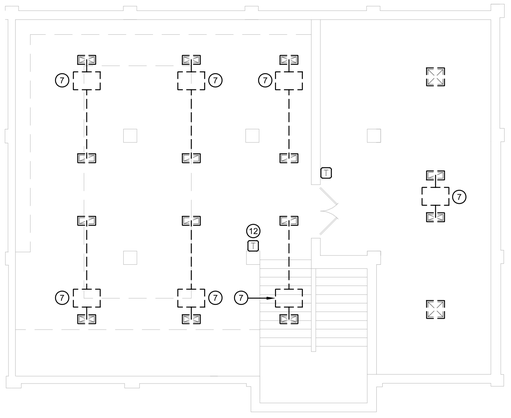
2 M1.0



MECHANICAL MEZZANINE DEMOLITION PLAN

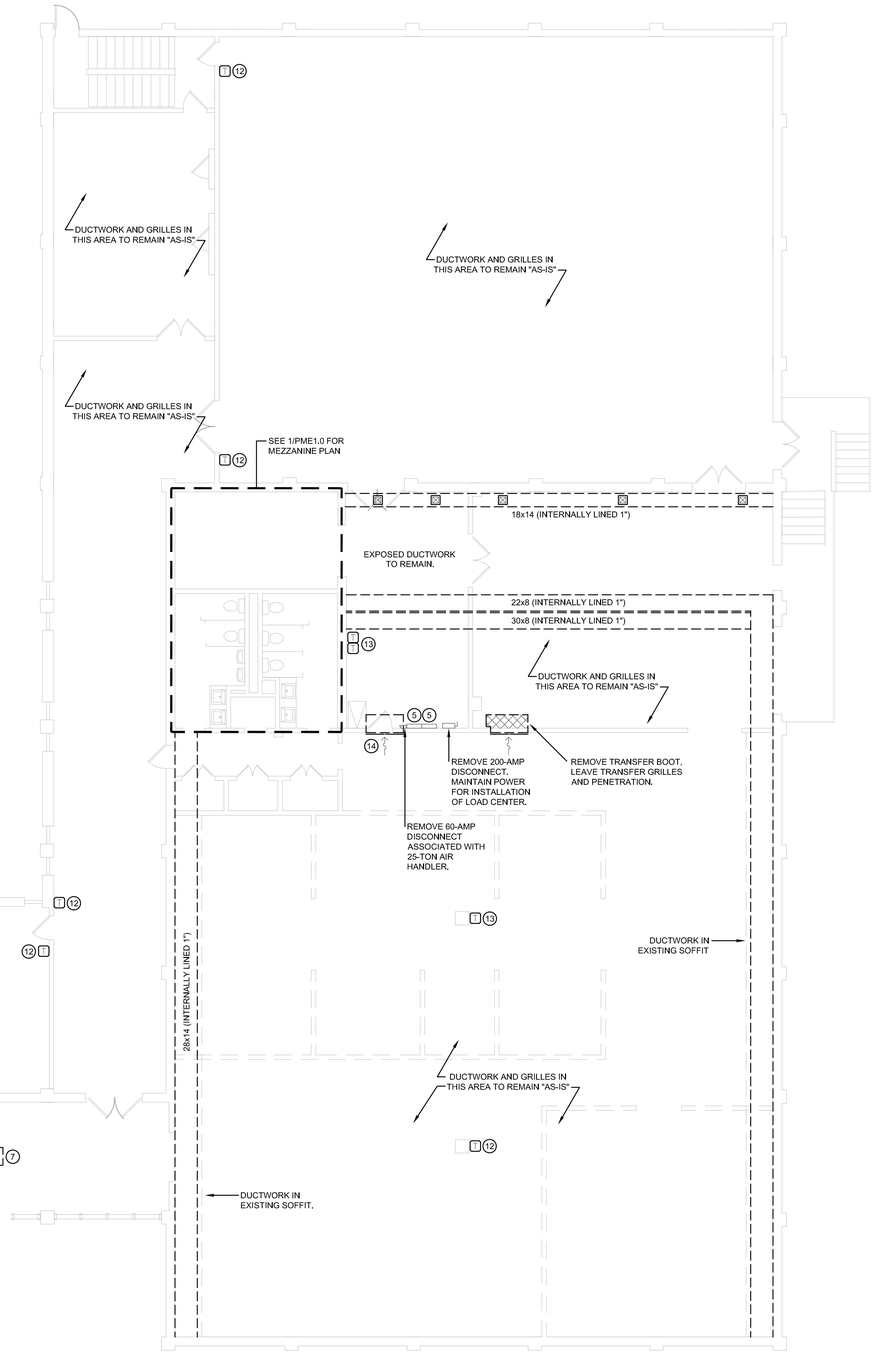
SCALE: 1/8" = 1'-0"

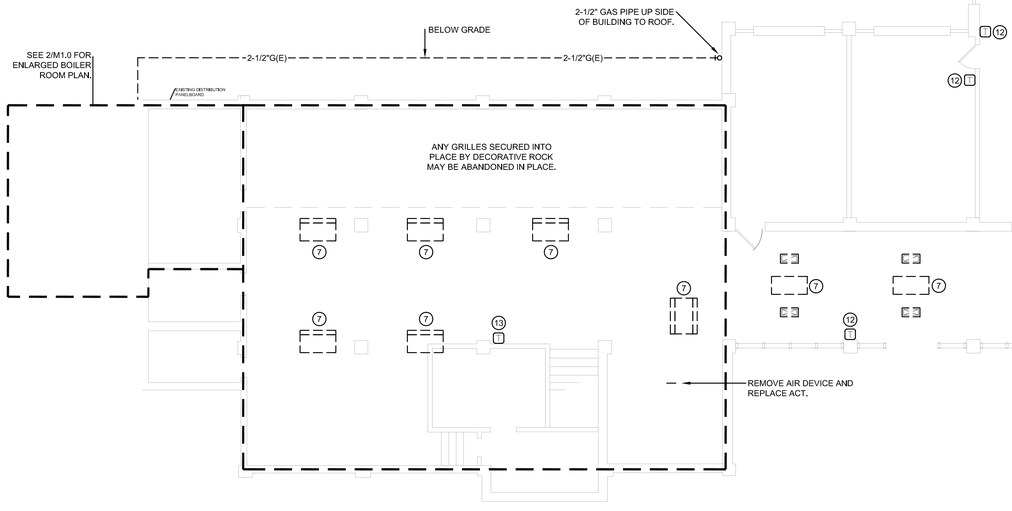
1 PME1.0



SECOND FLOOR MEP DEMOLITION PLAN

SCALE: 1/8" = 1'-0"





FIRST FLOOR MEP DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. BASE MOUNT END SUCTION PUMP AND ASSOCIATED CONTROLS, AND VFD TO BE REMOVED. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
2. INLINE PUMP AND ASSOCIATED CONTROLS AND VFD TO BE REMOVED. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
3. FAN COIL AND ASSOCIATED CONTROLS, CONDENSATE, HYDRONIC PIPING AND DUCTWORK LOCATED WITHIN THE BOILER ROOM TO BE REMOVED. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
4. BOILER AND ASSOCIATED CONTROLS TO BE REMOVED. REMOVE ALL ASSOCIATED PIPING LOCATED WITHIN THE BOILER ROOM. REMOVE FLUE BACK TO ROOF DECK AND CAP WEATHER TIGHT ON ROOF. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
5. PANELBOARD/LOAD CENTER TO REMAIN.
6. 36x24 BOILER COMBUSTION AIR INTAKE TO BE REMOVED AND CAPPED. PAINT TO MATCH EXTERIOR.
7. FAN COIL AND ASSOCIATED CONTROLS, DUCTWORK, CONDENSATE, AND AIR DEVICES TO BE REMOVED. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
8. 25 TON AIR HANDLER, ASSOCIATED CONTROLS, AND DAMPERS TO BE REMOVED. MAINTAIN SUPPLY AIR DUCTWORK FOR RECONNECTION AS SHOWN. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
9. DETACH GAS PIPING SERVING BOILER. RETAIN STUB-IN FOR FUTURE CONNECTION.
10. REMOVE SUPPLY GRILLE AND ASSOCIATED BRANCH DUCTWORK.
11. EXHAUST FAN TO REMAIN.
12. REMOVE T-STAT. KEEP WIRE AND WIREMOLD (WHERE APPLICABLE) FOR NEW T-STAT.
13. REMOVE T-STAT AND ASSOCIATED CONTROL WIRING, WIREMOLD, ETC. PATCH/PAINT WALL TO MATCH EXISTING.
14. TRANSFER DUCT/GRILLES TO REMAIN "AS IS".

GENERAL NOTES

1. ALL HYDRONIC PIPING TO BE DRAINED AND ABANDONED. REMOVE WHERE REQUIRED FOR INSTALLATION OF NEW EQUIPMENT/DUCTWORK.
2. ALL BOILER ROOM HYDRONIC PIPING, PUMPS AND ASSOCIATED AIR CONTROL EQUIPMENT TO BE REMOVED.
3. CONTRACTOR TO PROVIDE/REPLACE ACOUSTICAL CEILING TILES TO MATCH EXISTING WHERE DAMAGED DURING CONSTRUCTION OR REMOVAL OF AIR DEVICES OR EQUIPMENT CREATES AN VOID. CEILING TILES SHOULD MATCH TYPE AND COLOR OF SURROUNDING TILES.

ELECTRICAL DEMOLITION

1. REMOVE ALL EXISTING FIXTURES, DEVICES, EQUIPMENT AND ASSOCIATED WIRING IN CONFLICT WITH CONSTRUCTION.
2. FIXTURES, DEVICES, EQUIPMENT AND ASSOCIATED WIRING THAT ARE REMOVED REMAIN PROPERTY OF THE OWNER UNLESS REJECTED BY THE OWNER IN WRITING.
3. EXISTING OUTLET BOXES AND CONDUIT MAY BE USED AS LOCATION PERMITS.
4. PATCH AND REPAIR WHERE REQUIRED BY REMOVAL OF EXISTING ELECTRICAL ITEMS.

REVISION	DATE

STATE OF MISSOURI
CHRISTOPHER RAY DUNCAN
NUMBER PE-2005021661
PROFESSIONAL ENGINEER
08/08/24

CONWAY DUNCAN
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SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY:	CDI
CHECKED BY:	CRD/KNC
DATE:	08-08-2024
SCALE:	AS NOTED
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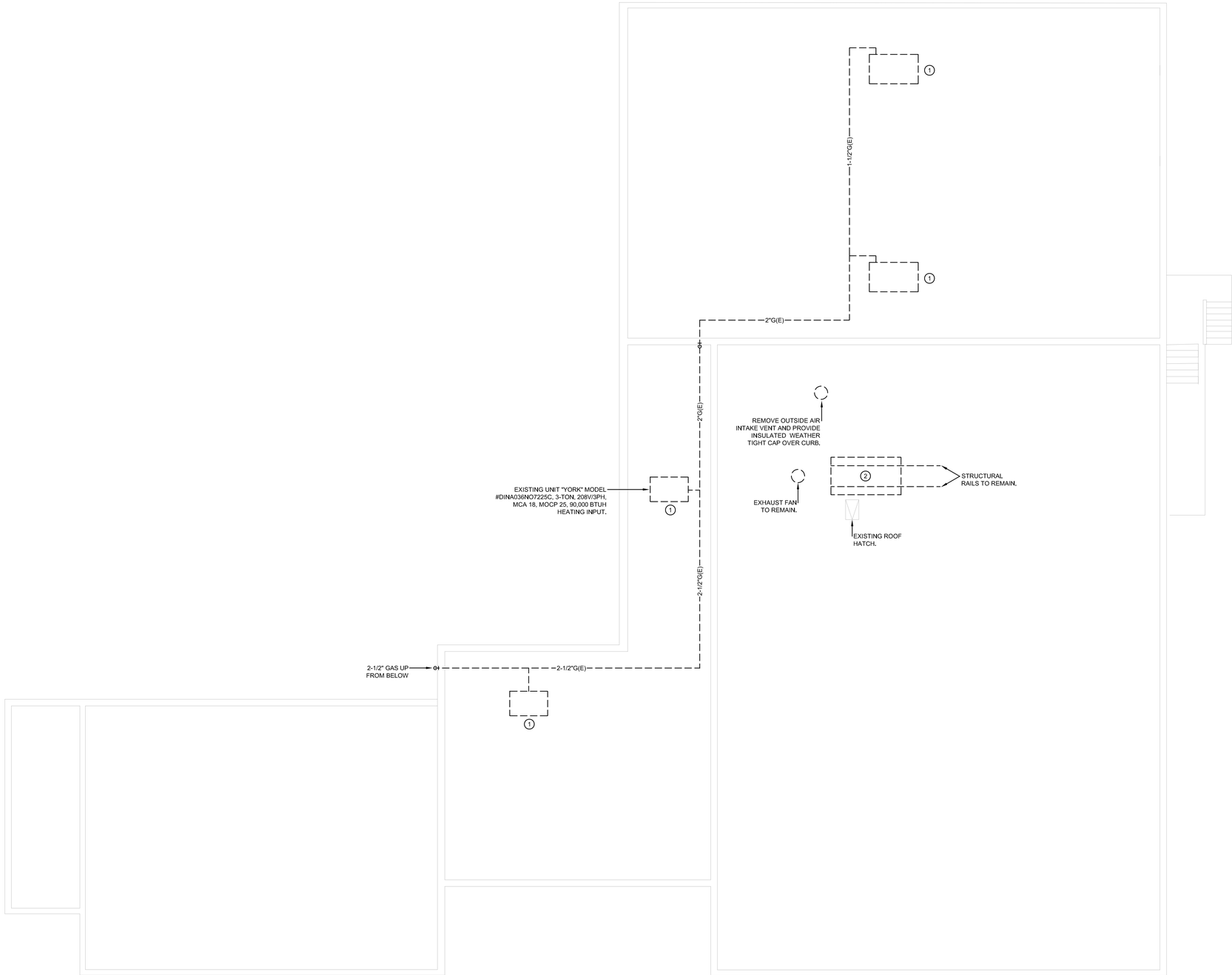
SHEET #
MEP DEMOLITION PLANS

PME1.0

KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. PACKAGED GAS/ELECTRIC ROOFTOP UNIT TO BE REMOVED. MAINTAIN GAS, POWER AND CURB FOR INSTALLATION OF CURB ADAPTOR.
2. REMOVE 25-TON CONDENSING UNIT, ASSOCIATED CONTROLS AND PIPING. STRUCTURAL RAILS TO REMAIN. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO 200-AMP DISCONNECT.



ROOF MEP DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

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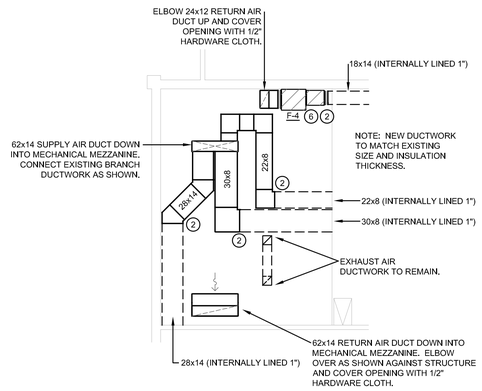
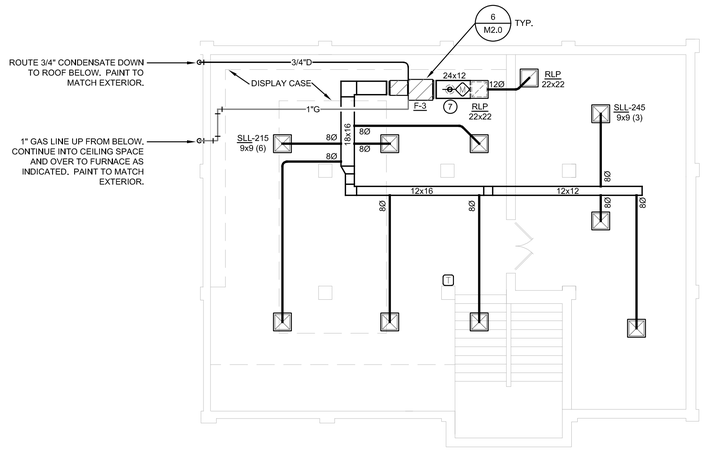
ROOF MEP
DEMOLITION PLAN

PME1.1



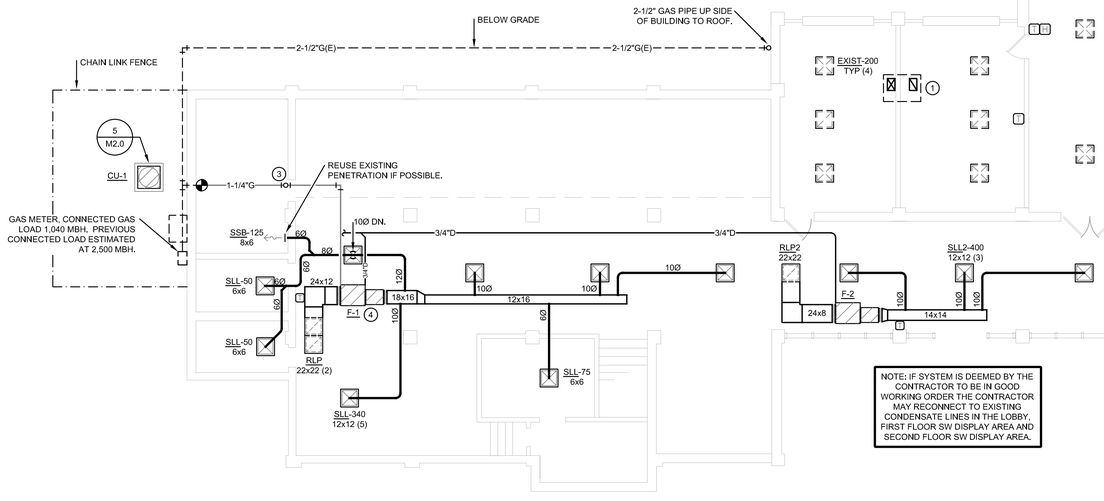
MEZZANINE MECHANICAL PLAN

SCALE: 1/8" = 1'-0"



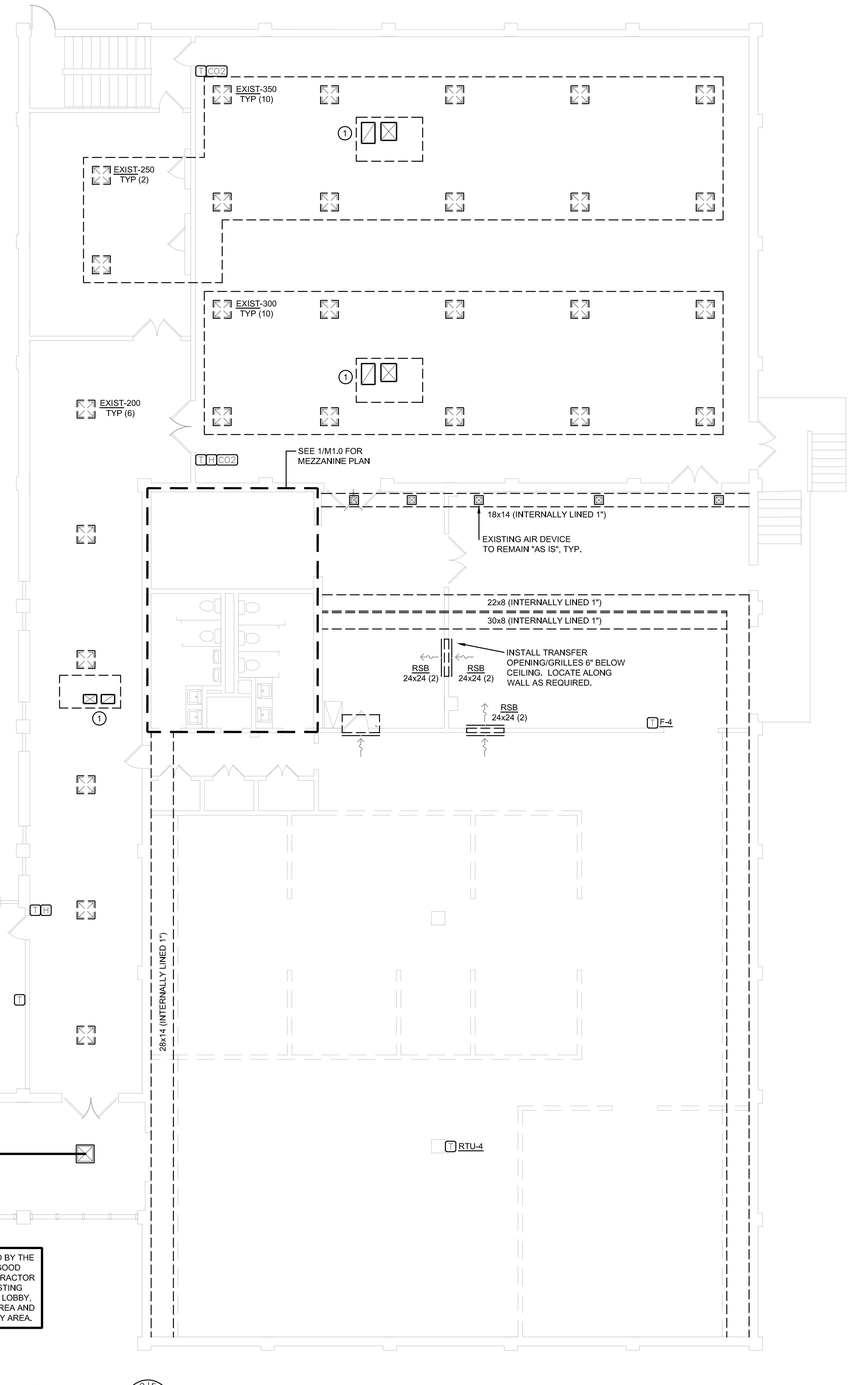
SECOND FLOOR MECHANICAL PLAN

SCALE: 1/8" = 1'-0"



FIRST FLOOR MECHANICAL PLAN

SCALE: 1/8" = 1'-0"



KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. RECONNECT TO EXISTING SUPPLY DUCTWORK. RETURN IS VIA PLENUM, INSTALL PER DETAIL.
2. CONNECT TO EXISTING DUCTWORK.
3. TEE 1" GAS PIPE UP THROUGH ROOF. ROUTE ALONG EXTERIOR WALL AND INTO UPPER LEVEL CEILING SPACE.
4. ROUTE COMBUSTION AND INTAKE PIPING OVER TO ABOVE RESTROOM CEILING AND PENETRATE ROOF.
5. ROUTE 1" CONDENSATE TO MECHANICAL ROOM FLOOR DRAIN OR RESTROOM SINK TAILPIECE.
6. ROUTE 3/4" CONDENSATE TO FLOOR DRAIN.
7. 6Ø OUTSIDE AIR DUCT UP TO INTAKE VENTILATOR ON ROOF.

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL & PLUMBING CODES.
2. DRAWINGS ARE DIAGRAMMATIC AND SHALL NOT BE SCALED. REFER TO ARCHITECTURAL PLANS OR FIELD MEASUREMENTS FOR DIMENSIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE COMPLETE SET OF PLANS FOR WORK PERTAINING TO HIS DISCIPLINE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A COMPLETE AND FUNCTIONAL SYSTEM IN ACCORDANCE WITH THE INTENT OF THE PLANS, WHETHER OR NOT EVERY ELEMENT THEREOF IS SPECIFICALLY CALLED OUT.
5. THE CONTRACTOR SHALL COOPERATE AND COORDINATE HIS WORK WITH THE WORK OF OTHER SUBCONTRACTORS OF THE PROJECT. COORDINATION DOES NOT MEAN "I WAS HERE FIRST".
6. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL DEVICES REQUIRED TO ACHIEVE THE SEQUENCE OF OPERATIONS.
7. ALL ROOF AND WALL PENETRATIONS SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR. PROVIDE ALL REQUIRED SLEEVES, FLASHINGS, CURBS, REINFORCING ANGLES, SUPPORTING FRAMES, ETC. UNLESS THEY ARE SPECIFICALLY CALLED OUT TO BE FURNISHED BY OTHERS.
8. THE HVAC SYSTEM SHALL BE BALANCED BY THE CONTRACTOR TO WITHIN 10% OF THE DESIGN FLOW RATES AND A TEST REPORT SHALL BE SUBMITTED TO THE ENGINEER'S OFFICE. A CERTIFIED TEST & BALANCE IS NOT REQUIRED, HOWEVER, THE TEST PROCEDURES AND RESULTING REPORT SHALL FOLLOW NEBB STANDARDS.
9. THE ELECTRICAL SYSTEM DESIGN IS BASED IN PART ON THE SPECIFIED HVAC EQUIPMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE ELECTRICAL REQUIREMENTS OF THE HVAC EQUIPMENT BEING FURNISHED. ANY CHANGES TO THE ELECTRICAL SYSTEM DUE TO HVAC EQUIPMENT OTHER THAN THE SPECIFIED EQUIPMENT BEING FURNISHED SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.
10. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
11. THE CONTRACTOR SHALL SCHEDULE AND EXECUTE ALL WORK WITH REGARD TO THE OWNER'S USE OF THE BUILDING DURING PERIOD OF CONSTRUCTION. VERIFY ALL POSSIBLE SCHEDULING CONFLICTS WITH THE OWNER'S REPRESENTATIVE.
12. ALL HVAC EQUIPMENT LOCATED ON THE ROOF TO BE INSTALLED A MINIMUM OF 10'-0" FROM THE EDGE OF THE ROOF.

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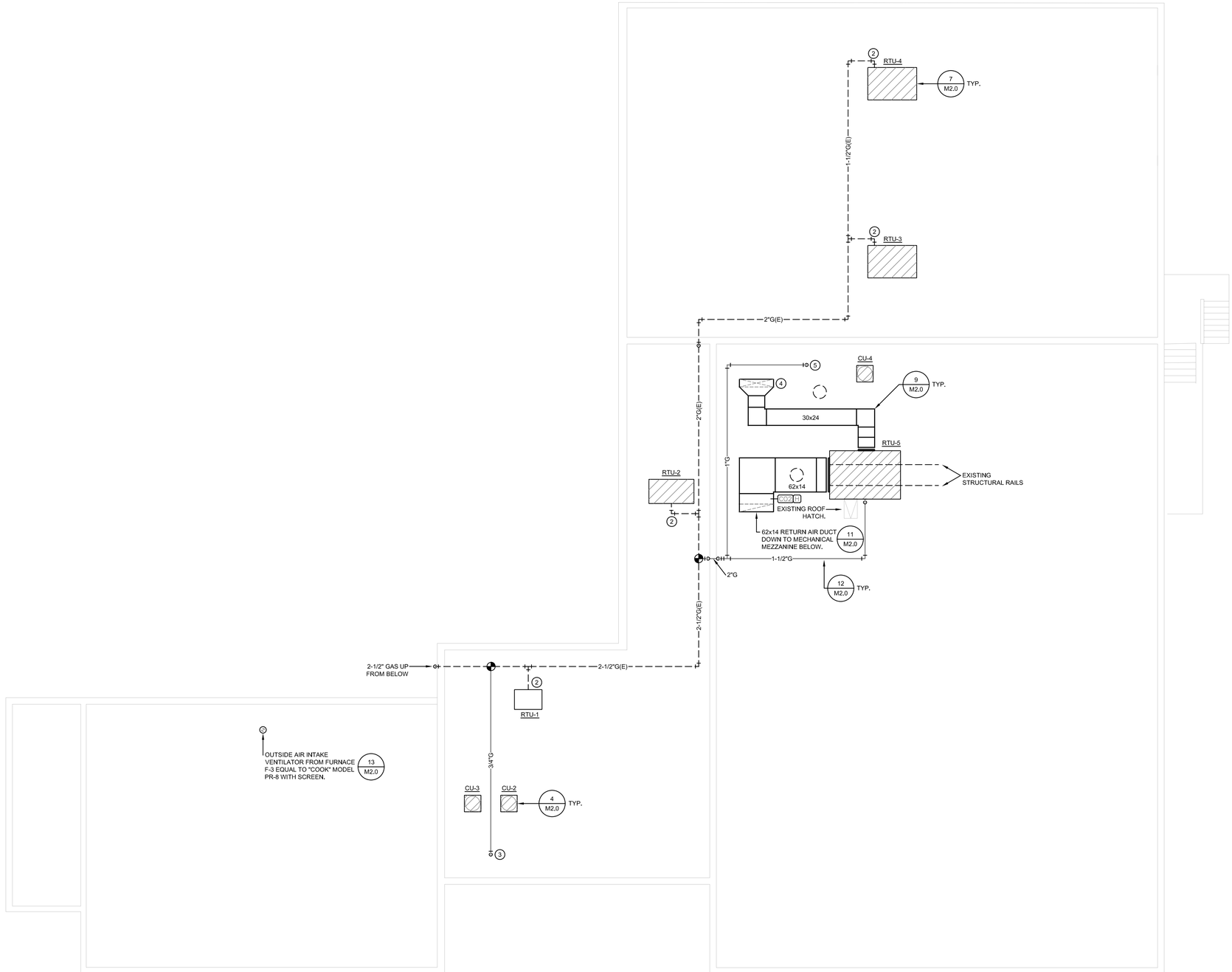
SHEET #
MECHANICAL PLANS

M1.0

KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. RECONNECT TO EXISTING SUPPLY DUCTWORK. RETURN IS VIA PLENUM, INSTALL PER DETAIL.
2. RECONNECT TO EXISTING GAS. PROVIDE NEW SHUT OFF VALVE, UNION AND DIRT LEG.
3. 3/4" GAS LINE DOWN THROUGH ROOF TO FURNACE F-2. SEE SHEET M1.0.
4. 62x14 SUPPLY AIR DUCT DOWN TO MECHANICAL MEZZANINE BELOW.
5. 1" GAS LINE DOWN THROUGH ROOF TO FURNACE F-4. SEE SHEET M1.0.



ROOF MECHANICAL PLAN

SCALE: 1/8" = 1'-0"

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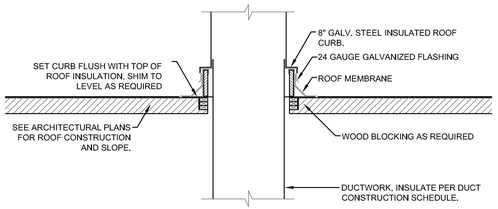
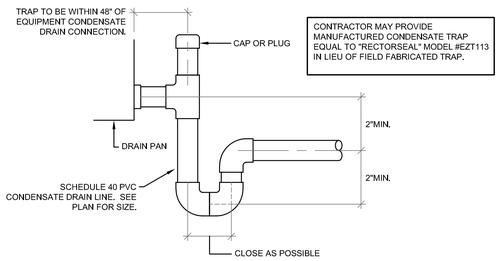
ROOF MECHANICAL PLAN

M1.1



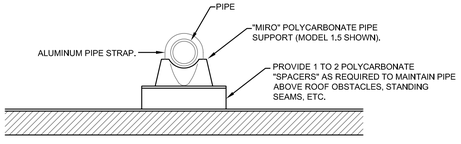
DUCTWORK THROUGH ROOF DETAIL (11 / M2.0)
NOT TO SCALE



CONDENSATE TRAP DETAIL (10 / M2.0)
NOT TO SCALE

ROOF MOUNTED RELIEF/INTAKE VENTILATOR DETAIL (13 / M2.0)
NOT TO SCALE

PIPE SUPPORT	
3/4"-1-1/2" PIPING:	"MIRO" MODEL 1.5
2"-3" PIPING:	"MIRO" MODEL "3-R-2"
4"-6" PIPING:	"MIRO" MODEL "5-RAH"

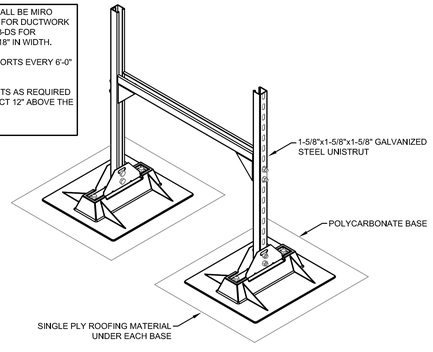


PIPE SUPPORT DETAIL (12 / M2.0)
NOT TO SCALE

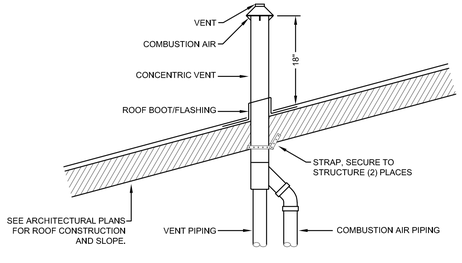
SUPPORTS: PRODUCT SHALL BE MIRO INDUSTRIES MODEL 6-DS FOR DUCTWORK UP TO 18" IN WIDTH AND 8-DS FOR DUCTWORK EXCEEDING 18" IN WIDTH.

SPACING: PROVIDE SUPPORTS EVERY 6'-0" MINIMUM.

HEIGHT: ADJUST SUPPORTS AS REQUIRED TO HOLD BOTTOM OF DUCT 12" ABOVE THE ROOF.

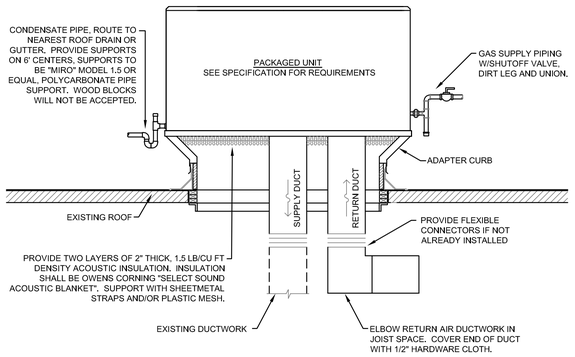


EXTERIOR DUCTWORK SUPPORT DETAIL (9 / M2.0)
NOT TO SCALE



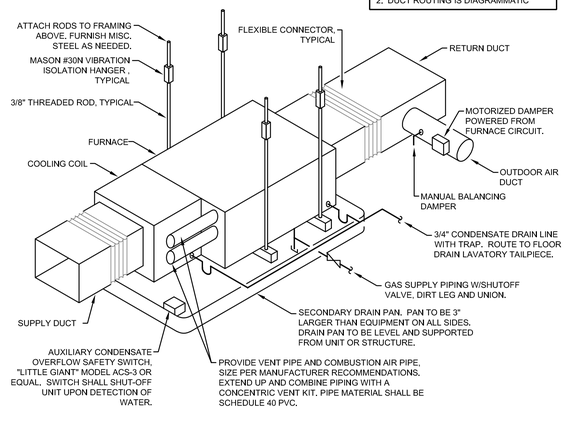
ROOF CONCENTRIC VENT DETAIL (8 / M2.0)
NOT TO SCALE

NOTE:
1. PROVIDE SERVICE CLEARANCES AS REQUIRED BY MANUFACTURER.
2. DUCT ROUTING IS DIAGRAMMATIC



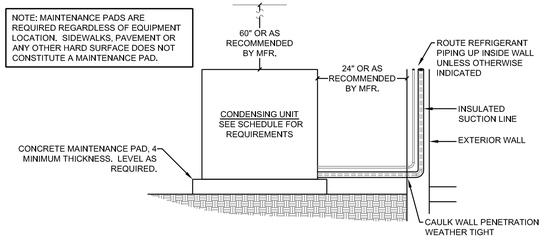
ROOF MOUNTED PACKAGED UNIT DETAIL (7 / M2.0)
NOT TO SCALE

NOTE:
1. PROVIDE SERVICE CLEARANCES AS REQUIRED BY MANUFACTURER.
2. DUCT ROUTING IS DIAGRAMMATIC

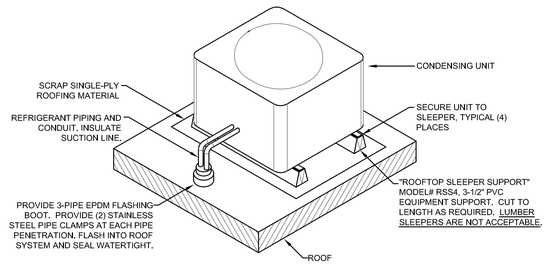


HORIZONTAL CONDENSING GAS FURNACE DETAIL (6 / M2.0)
NOT TO SCALE

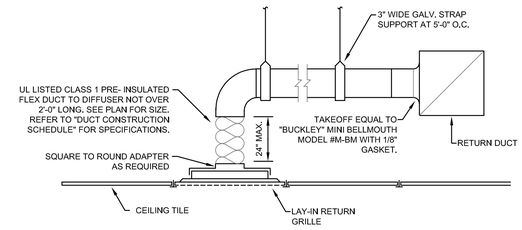
NOTE: MAINTENANCE PADS ARE REQUIRED REGARDLESS OF EQUIPMENT LOCATION. SIDEWALKS, PAVEMENT OR ANY OTHER HARD SURFACE DOES NOT CONSTITUTE A MAINTENANCE PAD.



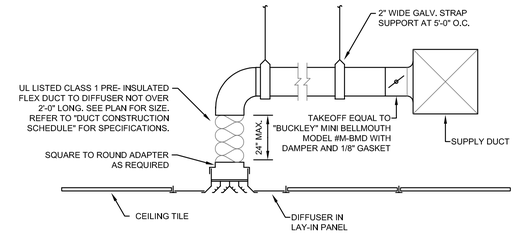
CONDENSING UNIT DETAIL (5 / M2.0)
NOT TO SCALE



CONDENSING UNIT DETAIL (4 / M2.0)
NOT TO SCALE

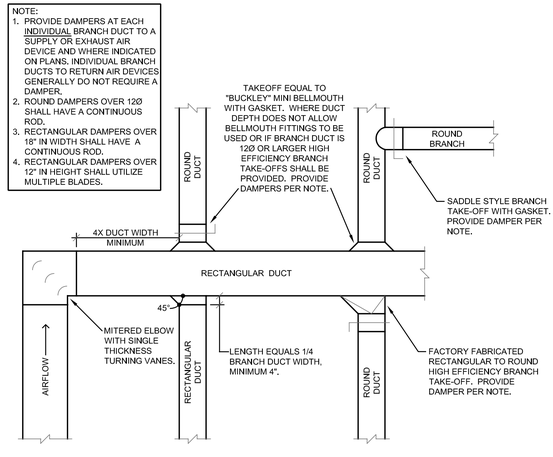


RETURN GRILLE DETAIL (3 / M2.0)
NOT TO SCALE



SUPPLY DIFFUSER DETAIL (2 / M2.0)
NOT TO SCALE

NOTE:
1. PROVIDE DAMPERS AT EACH INDIVIDUAL BRANCH DUCT TO A SUPPLY OR EXHAUST AIR DEVICE AND WHERE INDICATED ON PLANS. INDIVIDUAL BRANCH DUCTS TO RETURN AIR DEVICES GENERALLY DO NOT REQUIRE A DAMPER.
2. ROUND DAMPERS OVER 12Ø SHALL HAVE A CONTINUOUS ROD.
3. RECTANGULAR DAMPERS OVER 18" IN WIDTH SHALL HAVE A CONTINUOUS ROD.
4. RECTANGULAR DAMPERS OVER 12" IN HEIGHT SHALL UTILIZE MULTIPLE BLADES.



DUCTWORK CONSTRUCTION DETAIL (1 / M2.0)
NOT TO SCALE

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SHEET #
MECHANICAL DETAILS

M2.0

CONDENSING UNIT SCHEDULE

MARK	MFR.	MODEL #	NOMINAL COOLING CAPACITY (BTU/H)	ELECTRICAL			ACCESSORIES
				VOLTS/ PHASE	MCA	MOCP	
CU-1	YORK	TCD60	60,000	208/3	21.2	25	TS
CU-2	YORK	TCD036	36,000	208/3	14.3	15	TS
CU-3	YORK	TCD60	60,000	208/3	21.2	25	TS
CU-4	YORK	TCD048	48,000	208/3	18.4	20	TS

GENERAL NOTES
1. APPROVED MANUFACTURER/BRAND NAME: YORK, JCI, CARRIER, LENNOX
2. UNIT SHALL BE RATED IN ACCORDANCE WITH ARI STANDARDS.
2. UNIT EFFICIENCY SHALL BE 13 SEER UNLESS OTHERWISE NOTED.
3. SIZE REFRIGERANT PIPING PER MANUFACTURER'S RECOMMENDATIONS. INSULATE SUCTION LINES WITH 1/2" ARMAFLEX.

ABBREVIATIONS
TS: THERMOSTAT, SEE NOTE IN SEQUENCE OF OPERATIONS.

VALVE SCHEDULE

FUNCTION	SIZE	TYPE	MANUFACTURER MODEL#	MATERIAL	ASTM	END CONNECTIONS	PRESSURE RATING (PSI)	REMARKS	APPROVED MANUFACTURERS
ISOLATION (NATURAL & LP GAS)	1/2" - 2"	BALL QUARTER TURN	–	BRASS/BRONZE	B62	NP	5	1,2	NIBCO, WATTS
	2-1/2" - 6"	LUBRICATED PLUG	–	SEMI-STEEL	A536	MJ	200	2	HOMESTEAD,NORDSTROM

APPROVED MANUFACTURERS
1. BELL & GOSSETT, CRANE, GRINNELL, KEYSTONE, MILWAUKEE VALVE, NIBCO, STOCKHAM, UPONOR, VICTAULIC, WATTS

GENERAL NOTES
1. VALVE SHALL BE SAME SIZE AS UPSTREAM PIPE UNLESS OTHERWISE NOTED.

REMARKS
1. PROVIDE LEVER HANDLE FOR INTERIOR APPLICATIONS AND FLAT OR SQUARE HEAD FOR EXTERIOR APPLICATIONS.
2. VALVE SHALL BEAR AGA STAMP

ABBREVIATIONS:
MJ: GASKETED MECHANICAL JOINT
NP: NPT

PIPING SCHEDULE

SYSTEM	PIPING			FITTINGS		FIELD TEST		INSULATION	REMARKS
	SIZE	TYPE	ASTM	MATERIAL	TYPE	PRESSURE (PSI)	TIME (HOURS)		
NATURAL GAS PIPING - LOW PRESSURE (7" W.C. TO 2 PSI)	1/2" - 2"	SCH. 40 BLACK STEEL	A53	MALLEABLE-IRON	SEE REMARKS	SEE REMARKS	--	NOT REQUIRED	1,2,3
	2-1/2" AND LARGER	SCH. 40 BLACK STEEL	A53	MALLEABLE-IRON	MW	SEE REMARKS	--	NOT REQUIRED	1,2
CONDENSATE PIPING - EXTERIOR	ALL	DWV PVC	2665	PVC	SW,DF	NONE	--	NOT REQUIRED	--
CONDENSATE PIPING - INTERIOR (IN PLENUM)	ALL	TYPE L HARD DRAWN COPPER	B88	WROUGHT COPPER	SJ	100	1	1/2" FG 1/2" CE	--
REFRIGERANT PIPING	ALL	ACR	B280	COPPER	SJ	SEE REMARKS	--	SEE REMARKS	4,5

ABBREVIATIONS

CE: CLOSED-CELL ELASTOMERIC (SEE BELOW)
DF: DRAINAGE FITTING
FG: FIBERGLASS (SEE BELOW)
MW: MALLEABLE-IRON WELDED
SW: SOLVENT WELD
SJ: 95-5 TIN-ANTIMONY SOLDER JOINT

HANGERS & SUPPORTS:

HANGAR RODS SHALL CONFORM TO THE FOLLOWING:

PIPE SIZE	ROD DIAMETER
UP TO 2"	3/8"
2-1/2" TO 5"	1/2"
6" TO 10"	5/8"

TRAPEZE HANGER RODS SHALL BE OF SUFFICIENT SIZE TO CARRY WEIGHT OF TRAPEZE CHANNEL, PIPING AND CONTENTS, INSULATION SUPPORTS AND AN ADDITIONAL 200 LB. LOAD.

SUPPORT VERTICAL PIPING AT EVERY FLOOR.

MAXIMUM SPACING OF HANGERS AND SUPPORTS FOR STEEL, COPPER AND CAST IRON

PIPE SIZE	SPACING
1/2"	4'-0"
3/4" TO 1"	6'-0"
1-1/4" AND LARGER	8'-0"

MAXIMUM SPACING OF HANGERS AND SUPPORTS FOR PVC

PIPE SIZE	SPACING
1/2" TO 2"	4'-0"
2" AND LAGER	6'-0"

GENERAL NOTES
1. ALL PIPING SHALL BE SUPPORTED AT EVERY JOINT/FITTING.
2. WIRE OR PERFORATED STRAP IRON HANGERS, EXPANSION ANCHORS, AND POWER ACTUATED FASTENERS WILL NOT BE PERMITTED.

REMARKS
1. PIPING SHALL BE SEAMLESS, GRADE B
2. INSPECT, TEST, AND PURGE NATURAL GAS SYSTEMS ACCORDING TO NFPA 54, PART 4 "GAS PIPING INSPECTION, TESTING, AND PURGING" AND LOCAL GAS UTILITY REQUIREMENTS.
3. ACCESSIBLE GAS PIPE FITTINGS SHALL BE MALLEABLE-IRON THREADED. CONCEALED GAS FITTINGS SHALL BE MALLEABLE-IRON WELDED.
4. PRESSURE TEST SYSTEM WITH 150 PSIG OF DRY NITROGEN FOR 15 MINUTES. VERIFY MAXIMUM PRESSURE TESTING LIMITATIONS WITH EQUIPMENT MANUFACTURERS LITERATURE PRIOR TO TESTING.
5. INSULATE SUCTION LINES WITH 3/4" CLOSED-CELL ELASTOMERIC INSULATION INSULATE LIQUID LINES WITH 1/2" CLOSED-CELL ELASTOMERIC INSULATION FOR HEAT PUMP APPLICATIONS.

INSULATION

APPROVED MANUFACTURERS: CERTAINTEED, KNAUF INSULATION JOHNS MANVILLE, OWENS CORNING ARMACELL, AEROFLEX

FIBERGLASS: MINIMUM 3½ POUNDS PER CUBIC FOOT DENSITY, FIBERGLASS FACTORY MOLDED OR SPUN PIPE INSULATION WITH A "K" FACTOR OF 0.24 AT 75F, MEAN TEMPERATURE AND A FACTORY APPLIED FIRE RETARDANT SELF SEALING VAPOR BARRIER "ASJ" JACKET. BUTT ALL JOINTS FIRMLY TOGETHER, COVER JOINTS WITH 3" BUTT STRIPS, SMOOTHLY SECURE ALL JACKET LAPS AND JOINTS STRIPS WITH ADHESIVE, SELF-SEALING LAPS SHALL BE APPLIED ACCORDING TO MANUFACTURERS' RECOMMENDATIONS. ENDS OF PIPE INSULATION SHALL BE SEALED OFF WITH A VAPOR BARRIER COATING AT ALL FITTINGS AND VALVES AND AT INTERVALS OF 21' ON CONTINUOUS RUNS.

CLOSED-CELL ELASTOMERIC INSULATION: IN TUBULAR FORM EQUAL TO ARMACELL "AP ARMAFLEX". SELF-SEALING PIPE INSULATION SUCH AS ARMACELL "AP ARMAFLEX SS" IS NOT ALLOWED. BUTT ALL JOINTS FIRMLY TOGETHER AND SEAL WITH ARMAFLEX 520 BLV ADHESIVE.

NOTE: ALL PIPE INSULATION TO BE INSTALLED IN PLENUMS SHALL BE RATED FOR PLENUM INSTALLATION. INSULATION SHALL HAVE A FLAME-SPREAD INDEX OF LESS THAN 25 AND A SMOKE-DEVELOPED INDEX OF LESS THAN 50 AS TESTED BY ASTM E 84-03.

PACKAGED GAS/ELECTRIC UNIT SCHEDULE

MARK	MFR.	MODEL #	COOLING		HEATING INPUT (BTU/H)	SUPPLY FAN			ELECTRICAL			OUTSIDE AIRFLOW (CFM)	APPROX. WEIGHT (LB.)	ACCESSORIES	REMARKS
			NOMINAL CAPACITY (BTU/H)	EFF.		AIRFLOW (CFM)	ESP (IN. WC.)	HP	VOLTS/ PHASE	FLA	MOCP				
RTU-1	YORK	PCG4A24	24,000	14 SEER	50,000	800	0.4	1/10	208/1	19.6	25	125	508	CO,DS,HG,EA,FR OA,RCA,TS	--
RTU-2	YORK	ZE036H10	36,000	14 SEER	100,000	1,200	0.5	3/4	208/3	19.6	25	125	600	CO,DS,HG,HR,EA FR,OA,RCA,TS	--
RTU-3	YORK	ZJ090N12	90,000	12 EER	120,000	3,000	0.75	1-1/2	208/3	41.4	50	300	1,100	CO,DS,HG,HR,EA FR2,OA,RCA,SD TS2	1
RTU-4	YORK	ZJ120N12	120,000	12 EER	180,000	4,000	0.75	3	208/3	54.9	60	300	1,100	CO,DS,HG,EA FR2,OA,RCA,SD TS2	1
RTU-5	YORK	AH15S	180,000	12 EER	262,000/ 350,000	6,000	0.75	5	208/3	76	90	500	2,500	CO,DS,HG,HR,EA FR2,OA,RS,SD TS2	1,2

GENERAL NOTES
1. APPROVED MANUFACTURER/BRAND NAME: YORK, JCI, CARRIER, LENNOX, AAON
2. UNIT SHALL BE RATED IN ACCORDANCE WITH ARI STANDARDS.
3. UNIT WEIGHT SHOWN INCLUDES CURB WEIGHT.
4. REFRIGERANT SHALL BE TYPE R-410A UNLESS OTHERWISE SPECIFIED.
5. COMPRESSORS SHALL BE SCROLL TYPE UNLESS OTHERWISE SPECIFIED.
6. SPECIFIED HEATING FUEL: NATURAL GAS

REMARKS
1. 2-STAGE COOL AND 2-STAGE HEAT
2. SIDE DISCHARGE

ABBREVIATIONS
CO: FACTORY MOUNTED "POWERED" CONVENIENCE OUTLET
DS: FACTORY INSTALLED DISCONNECT
HG: HAIL GUARDS
HR: HOT GAS REHEAT WITH HUMIDISTAT
EA: THROUGH THE BASE ELECTRICAL UTILITY ACCESS
FR: 1" FILTER RACK
FR2: 2" FILTER RACK
OA: MOTORIZED OUTSIDE AIR DAMPER 0% THROUGH %50, WITH HOOD AND SCREEN
RCA: ROOF CURB ADAPTER
RS: ENGINEERED SUPPORT SYSTEM TO SUPPORT UNIT ON ELEVATED STRUCTURAL RAILS.
SD: RETURN DUCT SMOKE DETECTOR
TS: THERMOSTAT, SEE NOTE IN SEQUENCE OF OPERATIONS.
TS2: 2-STAGE COOL/2-STAGE THERMOSTAT, SEE NOTE IN SEQUENCE OF OPERATIONS.

FURNACE/COOLING COIL SCHEDULE

MARK	MFR.	MODEL #	NOMINAL COOLING CAPACITY (BTU/H)	HEATING INPUT (BTU/H)	SUPPLY FAN			OUTSIDE AIRFLOW (CFM)	ACCESSORIES	REMARKS
					AIRFLOW (CFM)	ESP (IN. WC.)	HP			
F-1	YORK	TM9E080C20	60,000	80,000	1,950	0.5	1	150	CC,CK,FR	1
F-2	YORK	TM9E060B12	36,000	60,000	1,200	0.5	1/2	--	CC,CK,CP,FR	--
F-3	YORK	TM9E100C20	60,000	100,000	2,000	0.5	1	--	CC,CK,FR	--
F-4	YORK	TM9E080C16	48,000	80,000	1,600	0.5	1/2	--	CC,CK,FR	--

GENERAL NOTES
1. APPROVED MANUFACTURER/BRAND NAME: YORK, JCI, CARRIER, LENNOX
2. UNIT SHALL BE RATED IN ACCORDANCE WITH ARI STANDARDS.
3. HEATING EFFICIENCY SHALL BE 95% AFUE MINIMUM UNLESS OTHERWISE NOTED.
4. SPECIFIED HEATING FUEL: NATURAL GAS
5. FURNACE MARK NUMBERS ARE TO BE MATCHED TO CONDENSING UNITS WITH THE SAME MARK NUMBER UNLESS OTHERWISE NOTED. (EXAMPLE: F-1 IS MATCHED TO CU-1)
6. MOTOR SHALL BE HIGH EFFICIENCY ELECTRONICALLY COMMUTATED MOTOR (ECM) TYPE.

REMARKS
1. UNIT WIDTH TO BE NO MORE THAN 20" IN ORDER TO FIT IN THE CEILING CAVITY.

ABBREVIATIONS
CC: CASED COOLING COIL SAME MANUFACTURER AS FURNACE
CK: CONCENTRIC VENT KIT
CP: CONDENSATE PUMP *MAY BE REQUIRED*
FR: 1" FILTER RACK

TEST AND BALANCE

A. HVAC SYSTEM TEST AND BALANCE SHALL BE PERFORMED BY AN INDEPENDENT AGENCY.

B. THIS AGENCY SHALL BE CERTIFIED BY THE NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB) OR BY THE AMERICAN AIR BALANCE COUNCIL (AABC), FIVE (5) COPIES OF THE FINAL BALANCING REPORT SHALL BE SUBMITTED ON APPLICABLE NEBB REPORTING FORMS FOR REVIEW. EACH INDIVIDUAL FINAL REPORTING FORM SUBMITTED SHALL BEAR THE NAME OF THE PERSON WHO RECORDED THE DATA AND THE SEAL OF THE SUPERVISOR OF THE PERFORMING FIRM.

C. HVAC SYSTEMS WILL BE TESTED AND BALANCED BY AN INDEPENDENT AGENCY RETAINED BY THE CONTRACTOR.

D. THE INDEPENDENT TESTING AND BALANCING AGENCY (TAB) SHALL PERFORM THE BALANCING AND TESTING OF THE HVAC IN ACCORDANCE WITH THE PROCEDURES OF AABC OR NEBS TO ANALYZE, BALANCE, ADJUST AND TEST AIR MOVING EQUIPMENT AND AIR DISTRIBUTION SYSTEM.

E. FLOW RATES SHALL BE BALANCED TO WITHIN 10% OF THE DESIGN FLOW RATES.

F. THE CONTRACTOR SHALL PUT ALL HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS AND EQUIPMENT INTO OPERATION AND SHALL CONTINUE THE OPERATION OF SAME DURING EACH WORKING DAY OF TESTING AND BALANCE AND SHALL PLACE THE AUTOMATIC TEMPERATURE CONTROL SYSTEM IN SATISFACTORY OPERATION BEFORE THE TAB AGENCY SHALL BEGIN WORK.

G. PRIOR TO THE FINAL ACCEPTANCE OF THE HVAC SYSTEM BY THE ENGINEER, THE CONTRACTOR SHALL ALLOW THE TAB AGENCY TO SCHEDULE THIS WORK IN COOPERATION WITH OTHER TRADES INVOLVED AND COMPLY WITH THE COMPLETION DATE OF THE PROJECT.

H. THE CONTRACTOR SHALL SCHEDULE THE FOLLOWING NECESSARY PERSONNEL:

1. MECHANICS - TO OPERATE, ADJUST, REPLACE OR REPAIR THE HVAC EQUIPMENT THAT IS FOUND REQUIRING ANY CHANGE/REPLACEMENT IN THE PULLEYS, BELTS, DAMPERS, VALVES, ETC., OF CONTRACTOR'S FURNISHED AND INSTALLED EQUIPMENT.

2. ELECTRICIAN - TO ASSIST IN ANY PROBLEMS RESULTING FROM ANY OF THE POWER OR CONTROL WIRING INSTALLATION, INCLUDING REPLACEMENT OF STARTERS, AND HEATER ELEMENTS.

3. THE CONTRACTOR SHALL MAKE ANY CHANGES IN PULLEYS, BELTS AND DAMPERS OR THE ADDITION OF DAMPERS AS REQUIRED FOR CORRECT BALANCE OF THE SYSTEM AS RECOMMENDED BY TAB AGENCY, AT NO COST TO OWNER.

I. THE CONTRACTOR SHALL MAKE ALL NECESSARY CORRECTIONS WITHIN 48 HOURS UPON NOTIFICATION OF TAB AGENCY OF THE DEFICIENCIES REQUIRING ADJUSTMENT. (PIECE-MEAL CORRECTION IS NOT ACCEPTABLE) AND WITHIN 10 WORKING DAYS FOR ITEMS THAT REQUIRE REPLACEMENT OR INSTALLATION.

J. THE CONTRACTOR SHALL HAVE ALL AIR FILTERS REPLACED PRIOR TO THE START OF TESTING AND BALANCING ACTIVITY.

K. IF THE CONTRACTOR HAD SCHEDULED THE TAB AGENCY TO PERFORM THE WORK AND THE HVAC SYSTEMS ARE NOT READY TO BE TESTED AND BALANCED, ANY ADDITIONAL COST REQUIRED TO EXTEND THE TAB WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.

SEQUENCE OF OPERATIONS

NOTE: CONTROLS TO BE PER "NSC BUILDING AUTOMATION" CONTACT MISTY GIVENS (623) 764-0467.

THERMOSTAT - OCCUPIED MODE
THE EVAPORATOR FAN AND BURNER(S)/COMPRESSOR(S) SHALL CYCLE AS REQUIRED TO MAINTAIN SPACE TEMPERATURE.

THERMOSTAT - UNOCCUPIED MODE
THE EVAPORATOR FAN AND BURNER(S)/COMPRESSOR(S) SHALL CYCLE AS REQUIRED TO MAINTAIN SPACE TEMPERATURE.

CO2 SENSOR & MOTORIZED DAMPER
WHERE SHOWN ON PLANS PROVIDE A WALL OR DUCT MOUNT SENSOR WITH A DIGITAL DISPLAY AND ADJUSTABLE SETPOINT. SENSOR SHALL OPEN MOTORIZED DAMPER TO SCHEDULED AIRFLOW WHEN CO2 LEVELS RISE ABOVE 1000PPM (ADJUSTABLE).

MOTORIZED DAMPER WITHOUT CO2 SENSOR
WHERE SHOWN ON PLANS PROVIDE A WALL OR DUCT MOUNT SENSOR WITH A DIGITAL DISPLAY AND ADJUSTABLE SETPOINT. SENSOR SHALL OPEN MOTORIZED DAMPER TO SCHEDULED AIRFLOW WHEN CO2 LEVELS RISE ABOVE 1000PPM (ADJUSTABLE).

MOTORIZED DAMPER WITHOUT CO2 SENSOR
MOTORIZED DAMPER SHALL OPEN TO SCHEDULED AIRFLOW DURING OCCUPIED PERIODS WHEN THE EVAPORATOR BLOWER IS ENERGIZED.

HOT GAS REHEAT
WHERE SPECIFIED WITH EQUIPMENT SHALL UTILIZE A WALL OR DUCT MOUNTED HUMIDITY SENSOR (SEE PLANS). SENSOR SHALL ENABLE THE HOT GAS REHEAT FUNCTION WHEN NECESSARY TO MAINTAIN SPACE RELATIVE HUMIDITY LEVELS BELOW 50% (ADJUSTABLE).

GENERAL
1. CHANGEOVER BETWEEN HEATING AND COOLING SHALL BE AUTOMATIC IN THE OCCUPIED AND UNOCCUPIED MODES.
2. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR INITIAL PROGRAMMING OF THE OCCUPANCY SCHEDULE AND NIGHT SETBACK TEMPERATURES.
3. THE NIGHT SETBACK TEMPERATURE SHALL NOT VARY FROM THE OCCUPIED SETPOINT BY MORE THAN 10°F (ADJUSTABLE).
4. WHEN EQUIPPED THE UNIT SHALL SHUT DOWN IF THE DUCT SMOKE DETECTOR SENSES SMOKE IN THE RETURN AIR DUCT.

DUCT CONSTRUCTION SCHEDULE

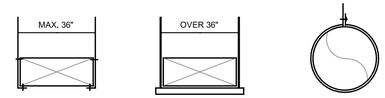
RECTANGULAR DUCT CONSTRUCTION MINIMUM METAL GAUGES

MAXIMUM SIDE	GALVANIZED STEEL	PERIMETER HALF	HANGER STRAP
THROUGH 12"	26 GAUGE	P/2 = 30"	1"x22 GAUGE
13" THROUGH 30"	24 GAUGE	P/2 = 72"	1x18 GAUGE
31" THROUGH 54"	22 GAUGE	P/2 = 96"	1"x16 GAUGE
55" THROUGH 84"	20 GAUGE	P/2 = 120"	1.5"x16 GAUGE

ROUND DUCT CONSTRUCTION MINIMUM METAL GAUGES

DIAMETER	LONGITUDINAL SEAM	SPIRAL SEAM	FITTINGS	HANGER STRAP
THROUGH 12"	26 GAUGE	28 GAUGE	26 GAUGE	1"X22 GAUGE
13" THROUGH 30"	24 GAUGE	26 GAUGE	24 GAUGE	1"X18 GAUGE

DUCT HANGER CONSTRUCTION AND SPACING REQUIREMENTS



HANGER STRAPS FASTEN TO STRUCTURE MAXIMUM 10' CENTERS

RECTANGULAR DUCTWORK

CONCEALED INSIDE THE CONDITIONED SPACE (ABOVE CEILING, IN CHASE, PLENUM, ETC.)
SUPPLY & OUTDOOR AIR: WRAP DUCTWORK WITH 1.5" THICK, 0.75 LB/CU FT DENSITY DUCT WRAP (R=5,1) EQUAL TO OWENS CORNING "SOFTR" DUCT WRAP.

RETURN: NO INSULATION IS REQUIRED UNLESS OTHERWISE NOTED

EXPOSED INSIDE THE CONDITIONED SPACE
SUPPLY & OUTDOOR AIR: LINE DUCTWORK WITH 1" THICK DUCT LINER (R=4,2) EQUAL TO OWENS CORNING TYPE "QUIETR" DUCT LINER. A PRE-FABRICATED, FLANGED DUCT SYSTEM EQUAL TO DUCTMATE IS PREFERRED BUT NOT REQUIRED.

RETURN: NO INSULATION IS REQUIRED UNLESS OTHERWISE NOTED

ROUND DUCTWORK

SUPPLY & OUTDOOR AIR: WRAP DUCTWORK WITH 1.5" THICK, 0.75 LB/CU FT DENSITY DUCT WRAP (R=5,1) EQUAL TO OWENS CORNING "SOFTR" DUCT WRAP. FLEXIBLE DUCT SHALL HAVE AN EQUAL OR GREATER R-VALUE.

RETURN: DUCT SHALL BE SNAPLOCK PIPE. NO INSULATION IS REQUIRED.

EXTERIOR DUCTWORK

DUCTWORK SHALL BE LINED WITH 1.5" THICK, 2.0 LB/CU FT DENSITY DUCT LINER (R=5,8) EQUAL TO OWENS CORNING AEROFLEX PLUS TYPE 200 DUCT LINER. THE EXTERIOR OF THE DUCTWORK SHALL BE ENCLOSED WITH 2" THICK MINERAL FIBER BOARD INSULATION. THE ASSEMBLY SHALL BE ENCASED WITH A 28 GA. ALUMINUM JACKET MEETING STANDARD ASTM B209. ALL SEAMS SHALL BE SEALED WITH A UV RESISTANT SEALANT.

GENERAL REQUIREMENTS

1. CONSTRUCTION: ALL DUCTWORK AND HANGERS SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH SMACNA HVAC DUCT CONSTRUCTION STANDARDS. DUCT DIMENSIONS SHOWN ON THE PLANS ARE THE INSIDE CLEAR DIMENSIONS. UNLESS INDICATED OTHERWISE, ALL DUCTWORK SHALL BE GALVANIZED STEEL.
2. SEALANT: ALL DUCT JOINTS AND SEAMS SHALL BE SEALED WITH A WATER-BASED BRUSH ON DUCT SEALER EQUAL TO UNITED MCGILL DUCT SEALER.
3. TAPE: TAPE SHALL BE UL LISTED ALUMINUM DUCT TAPE.
4. FLEXIBLE DUCTWORK: DUCT SHALL BE UL LISTED CLASS 1 PRE-INSULATED FLEX DUCT. FLEXIBLE DUCTWORK SHALL BE CONSTRUCTED WITH AN ACOUSTICAL TRANSPARENT CPE FABRIC SUPPORTED BY A GALVANIZED STEEL MECHANICALLY LOCKED HELIX. WIRE HELIX TYPE CORE SUPPORT NOT ACCEPTABLE. INSULATION SHALL BE COVERED WITH A REINFORCED ALUMINUM PIGMENTED VAPOR BARRIER. FLEXIBLE DUCT TO BE "FLEXMASTER USA" TYPE 8M ONLY, OR SUBMIT A SAMPLE TO THE ENGINEER FOR AN ALTERNATE APPROVED EQUAL. FLEXIBLE DUCT SHALL BE USED FOR FINAL CONNECTION TO AIR DEVICE AND SHALL NOT EXCEED 6'-0" IN LENGTH.
5. FITTINGS: INSTALL TURNING VANES IN ALL RECTANGULAR ELBOWS GREATER THAN 45°. ALL BRANCH DUCTS SHALL HAVE A 45° ENTRY AT THE MAIN TRUNK DUCT.
6. TAKE-OFF FITTINGS: BRANCH DUCT TAKE-OFF FITTINGS SHALL BE MINIMUM 26 GAUGE GALVANIZED STEEL WITH FLANGE CONNECTOR AND ADHESIVE NEOPRENE GASKET. FLANGE SHALL BE PRE-DRILLED FOR SECURING TO DUCT WITH SCREWS. BRANCH DUCT TAKE-OFF FITTINGS FOR SUPPLY AND EXHAUST DIFFUSERS/REGISTERS SHALL INCLUDE AN INTEGRAL MANUAL VOLUME DAMPER W/LOCKING QUADRANT, DAMPER NOT REQUIRED ON RETURN AIR. TAKE-OFF FITTINGS TO BE "BUCKLEY" MODEL ATM & ATMD OR EQUAL. WHERE DUCT HEIGHT REQUIRES A RECTANGULAR TO ROUND TAKE-OFF, UTILIZE A "BUCKLEY" MODEL 3300 & 3300D OR EQUAL.
7. EXHAUST DUCTWORK DOES NOT REQUIRE INSULATION.

AIR DEVICE SCHEDULE

MARK	DESCRIPTION	MFR.	MODEL #	FUNCTION	MOUNTING	DAMPER	MATERIAL	FINISH	REMARKS
SLL	LOUVERED RECT, DIFFUSER-SQUARE NECK	KRUEGER	SSH	SUPPLY	LAY-IN	YES	ALUMINUM	BLACK	1
SLL2	LOUVERED RECT, DIFFUSER-SQUARE NECK	KRUEGER	SSH	SUPPLY	LAY-IN	YES	ALUMINUM	WHITE	--
SSB	DOUBLE DEFLECTION GRILLE	KRUEGER	S885	SUPPLY	SURFACE	YES	ALUMINUM	WHITE	VB,BS
RLP	PERFORATED GRILLE-SQUARE NECK	KRUEGER	6490	RETURN	LAY-IN	NO	STEEL	BLACK	1
RLP2	PERFORATED GRILLE-SQUARE NECK	KRUEGER	6490	RETURN	LAY-IN	NO	STEEL	WHITE	--
RSB	FIXED GRILLE	KRUEGER	S585	RETURN	SURFACE	NO	ALUMINUM	WHITE	HB,BS,BD35

GENERAL NOTES
1. APPROVED MANUFACTURERS: KRUEGER, ANEMOSTAT, PRICE, TITUS, CARNES, TUTTLE AND BAILEY, NAILOR
2. PROVIDE SQUARE TO ROUND ADAPTERS AS REQUIRED.
3. LAY-IN DIFFUSER NECK SIZES SHALL BE AS SHOWN ON THE PLANS, DIFFUSER PANEL SIZE SHALL BE 24x24 UNLESS OTHERWISE NOTED.
4. LAY-IN DIFFUSER THROWS ARE TO BE AS SHOWN ON THE PLANS. REFER TO THE HVAC LEGEND FOR DIFFUSER THROW DESIGNATIONS.
5. DAMPERS SHALL BE THE OPPOSED BLADE TYPE.
6. GRILLE/DIFFUSER DAMPERS ARE INTENDED FOR USE BY THE TENANT AND ARE NOT TO BE USED FOR INITIAL BALANCING.

REMARKS
1. IF BLACK IS NOT AVAILABLE AS A FACTORY OPTION PAINT THE AIR DEVICE BLACK TO MATCH CEILING.

ABBREVIATIONS
BD35: 35° BLADE DEFLECTION
BS: 1/2" BLADE SPACING.
HB: HORIZONTAL FRONT BLADES
VB: VERTICAL FRONT BLADES.

REVISION	DATE

STATE OF MISSOURI
CHRISTOPHER RAY DUNCAN
NUMBER PE-2005021661
REGISTERED PROFESSIONAL ENGINEER
08/08/24

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

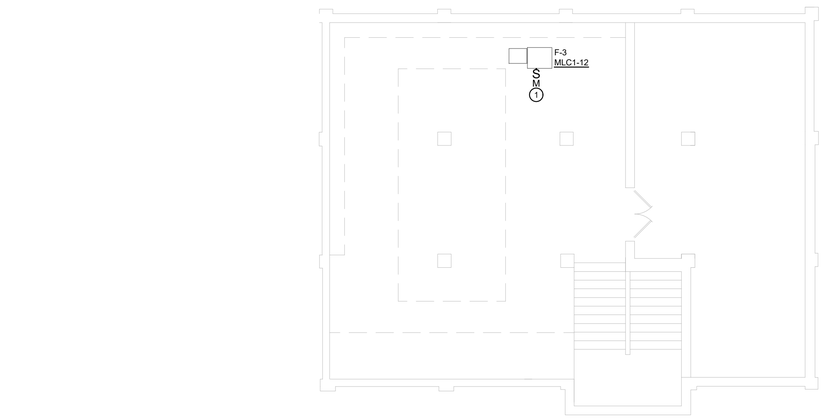
HVAC UPGRADES for
DOROTHEA B HOOVER
HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY: CDI
CHECKED BY: CRD/KNC
DATE: 08-08-2024
SCALE: AS NOTED
PROJECT #: --
SHEET #
MECHANICAL SCHEDULES
M3.0

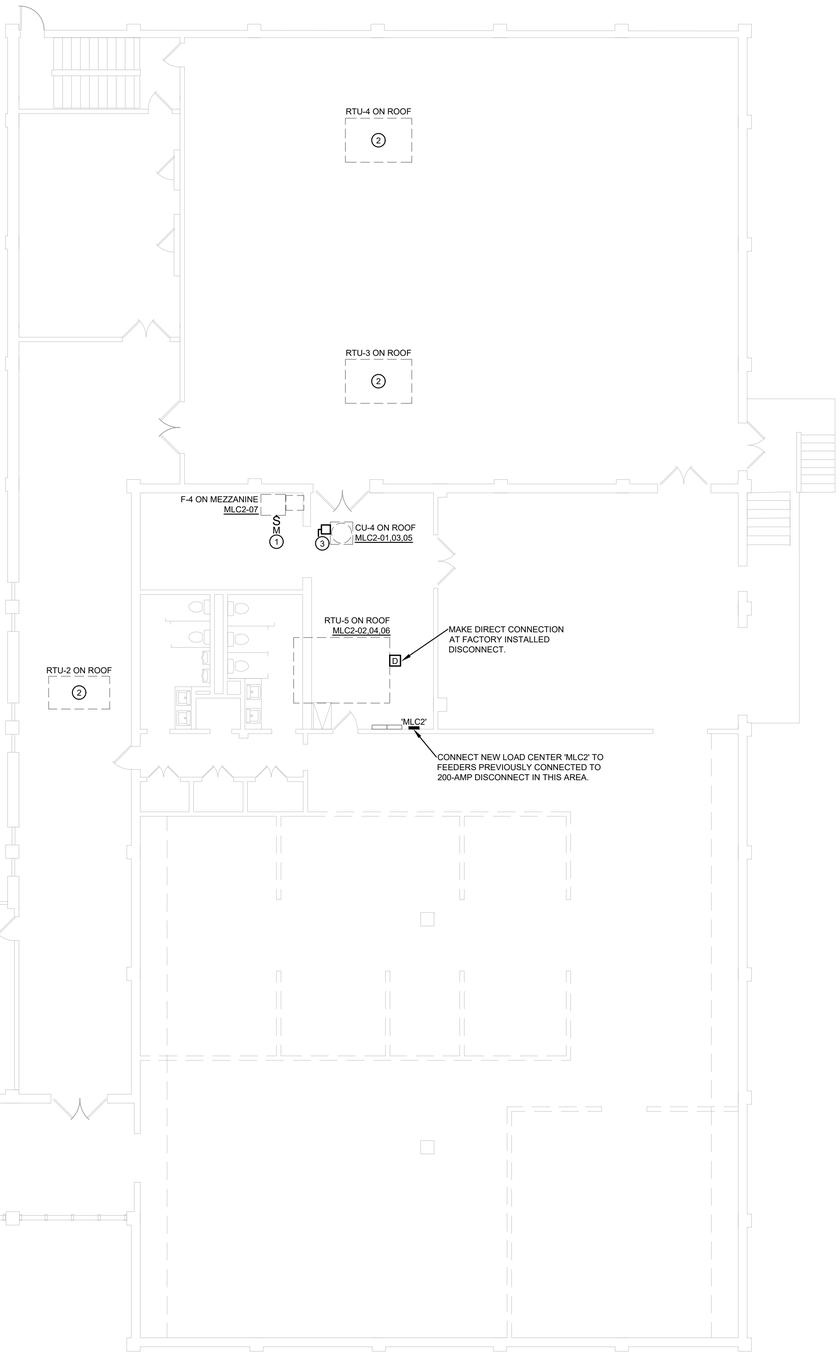
KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. PROVIDE MOTOR-RATED SWITCH AS MEANS OF DISCONNECT FOR HVAC UNIT.
2. RECONNECT ROOFTOP UNIT TO EXISTING ELECTRICAL CONNECTION IN THIS AREA AT FACTORY INSTALLED DISCONNECT. VERIFY EXISTING BREAKER MATCHES MOCP FOR NEW ROOFTOP UNIT AND REPLACE BREAKER AND ASSOCIATED WIRING IF NECESSARY.
3. PROVIDE 240V/3P/30A NON-FUSED NEMA-3R DISCONNECT FOR HVAC UNIT AND MAKE LIQUID-TIGHT FINAL CONNECTION.



SECOND FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"

REVISION	DATE

STATE OF MISSOURI
KEVIN T. CREER
REGISTRATION NUMBER
PE-2010027061
PROFESSIONAL ENGINEER

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY:	CDI
CHECKED BY:	CRD/KNC
DATE:	08-08-2024
SCALE:	AS NOTED
PROJECT #:	--

SHEET #
ELECTRICAL PLANS

E1.0

LIGHTING AND APPLIANCE CIRCUIT BREAKER SCHEDULE - LOAD CENTER MLC1

Manufacturer:	SQUARE D	Panel Type:	QO	Enclosure:	NEMA 1	Mounting:	SURFACE	Main Amps:	200	MCB Amps:	N/A	Voltage:	208	Phase Volt:	120

Circuit Number	Load Description	Breaker Amp/Pole	Load Factor	Load (VA)	Phase Load A	Phase Load B	Phase Load C	Load (VA)	Load Factor	Breaker Amp/Pole	Load Description	Circuit Number
1	CONDENSING UNIT CU-1	25/3	1.00	2544	4260			1716	1.00	15/3	CONDENSING UNIT CU-2	2
3			1.00	2544		4260		1716	1.00			4
5			1.00	2544			4260	1716	1.00			6
7	CONDENSING UNIT CU-3	25/3	1.00	2544	4284			1740	1.00	20/1	FURNACE F-1	8
9			1.00	2544		3792		1248	1.00	15/1	FURNACE F-2	10
11			1.00	2544			4284	1740	1.00	20/1	FURNACE F-3	12
13	SPARE	20/1	1.00		0				1.00	20/1	SPARE	14
15	SPARE	20/1	1.00			0			1.00	20/1	SPARE	16
17	SPARE	20/1	1.00				0		1.00	20/1	SPARE	18
19	SPARE	20/1	1.00		0				1.00	20/1	SPARE	20
21	SPARE	20/1	1.00			0			1.00	20/1	SPARE	22
23	SPARE	20/1	1.00				0		1.00	20/1	SPARE	24
25	SPARE	20/1	1.00		0				1.00	20/1	SPARE	26
27	SPARE	20/1	1.00			0			1.00	20/1	SPARE	28
29	SPARE	20/1	1.00				0		1.00	20/1	SPARE	30
			TOTALS:	15264	8544	8052	8544	9876				

CONECTED VOLT-AMPS:	25140	CONNECTED AMPS:	70	MAXIMUM PHASE VOLT-AMPS:	8544	MAXIMUM PHASE AMPS:	71

LIGHTING AND APPLIANCE CIRCUIT BREAKER SCHEDULE - LOAD CENTER MLC2

Manufacturer:	SQUARE D	Panel Type:	NQ	Enclosure:	NEMA 1	Mounting:	SURFACE	Main Amps:	225	MCB Amps:	200	Voltage:	208	Phase Volt:	120

Circuit Number	Load Description	Breaker Amp/Pole	Load Factor	Load (VA)	Phase Load A	Phase Load B	Phase Load C	Load (VA)	Load Factor	Breaker Amp/Pole	Load Description	Circuit Number
1	CONDENSING UNIT CU-4	20/3	1.00	2208	11328			9120	1.00	90/3	ROOFTOP UNIT RTU-5	2
3			1.00	2208		11328		9120	1.00			4
5			1.00	2208			11328	9120	1.00			6
7	FURNACE F-4	15/1	1.00	1392	1392				1.00	20/1	SPARE	8
9	SPARE	20/1	1.00			0			1.00	20/1	SPARE	10
11	SPARE	20/1	1.00				0		1.00	20/1	SPARE	12
13	SPARE	20/1	1.00		0				1.00	20/1	SPARE	14
15	SPARE	20/1	1.00			0			1.00	20/1	SPARE	16
17	SPARE	20/1	1.00						1.00	20/1	SPARE	18
19	SPARE	20/1	1.00						1.00	20/1	SPARE	20
21	SPARE	20/1	1.00						1.00	20/1	SPARE	22
23	SPARE	20/1	1.00						1.00	20/1	SPARE	24
25	SPARE	20/1	1.00						1.00	20/1	SPARE	26
27	SPARE	20/1	1.00						1.00	20/1	SPARE	28
29	SPARE	20/1	1.00						1.00	20/1	SPARE	30
			TOTALS:	8016	12720	11328	11328	27360				

CONECTED VOLT-AMPS:	35376	CONNECTED AMPS:	98	MAXIMUM PHASE VOLT-AMPS:	12720	MAXIMUM PHASE AMPS:	106

CONDUCTORS AND CONDUIT SCHEDULE

OVERCURRENT PROTECTION DEVICE RATING	CONDUCTORS	EQUIPMENT GROUNDING CONDUCTOR	SINGLE PHASE 2-WIRE + GND. CONDUIT SIZE	SINGLE PHASE 3-WIRE + GND. CONDUIT SIZE	THREE PHASE 3-WIRE + GND. CONDUIT SIZE	THREE PHASE 4-WIRE + GND. CONDUIT SIZE
15 AMP	14 AWG	14 AWG	3/4"	3/4"	3/4"	3/4"
20 AMP	12 AWG	12 AWG	3/4"	3/4"	3/4"	3/4"
25 AMP	10 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
30 AMP	10 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
35 AMP	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
40 AMP	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
45 AMP	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
50 AMP	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
60 AMP	6 AWG	10 AWG	3/4"	3/4"	3/4"	1"
70 AMP	4 AWG	8 AWG	3/4"	1"	1"	1-1/4"
80 AMP	4 AWG	8 AWG	3/4"	1"	1"	1-1/4"
90 AMP	3 AWG	8 AWG	1"	1"	1"	1-1/4"
100 AMP	3 AWG	8 AWG	1"	1"	1"	1-1/4"
110 AMP	2 AWG	6 AWG	1"	1-1/4"	1-1/4"	1-1/4"
125 AMP	1 AWG	6 AWG	1-1/4"	1-1/4"	1-1/4"	1-1/2"
150 AMP	1/0 AWG	6 AWG	1-1/4"	1-1/2"	1-1/2"	1-1/2"
175 AMP	2/0 AWG	6 AWG	1-1/4"	1-1/2"	1-1/2"	2"
200 AMP	3/0 AWG	6 AWG	1-1/4"	2"	2"	2"
225 AMP	4/0 AWG	4 AWG	1-1/2"	2"	2"	2-1/2"
250 AMP	250 kcmil	4 AWG	2"	2"	2"	2-1/2"
300 AMP	350 kcmil	4 AWG	2"	2-1/2"	2-1/2"	2-1/2"
350 AMP	500 kcmil	3 AWG	2-1/2"	2-1/2"	2-1/2"	3"
400 AMP	600 kcmil	3 AWG	2-1/2"	3"	3"	3-1/2"

NOTE:
CONDUCTOR SIZES BASED ON COPPER, TYPE THHN, WITH THREE (MAXIMUM) CURRENT-CARRYING CONDUCTORS IN MINIMUM SIZED EMT. CONDUIT SIZES SHALL BE INCREASED AT CONTRACTOR'S DISCRETION, OR FOR CONDUIT MATERIALS OTHER THAN EMT AS REQUIRED. CONDUCTORS SHALL BE DERATED IF FOUR OR MORE CURRENT-CARRYING CONDUCTORS ARE PLACED IN A RACEWAY OR CABLE. WHERE PLANS INDICATE UP-SIZED CONDUCTORS DUE TO VOLTAGE DROP, THE EQUIPMENT GROUNDING CONDUCTOR SIZE SHALL BE INCREASED PROPORTIONATELY.

GENERAL NOTES

1. ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE, 2017 EDITION.
2. DO NOT SCALE THESE DRAWINGS. OBTAIN DIMENSIONS FROM ARCHITECTURAL PLANS AND/OR FIELD CONDITIONS. COORDINATE LOCATION OF DEVICES AND FIXTURES WITH ARCHITECTURAL PLANS AND ELEVATIONS.
3. CONDUCTORS SHALL BE INSULATED COPPER, ROUTED WITHIN CONDUIT OR METAL CABLE ASSEMBLY. BRANCH CIRCUITS AND FEEDERS SHALL HAVE AN EQUIPMENT GROUNDING CONDUCTOR ROUTED WITH THE CIRCUIT CONDUCTORS, SIZED IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE ARTICLE 250.
4. CONDUIT BELOW GRADE SHALL BE PVC. EXTERIOR CONDUIT ABOVE GRADE SHALL BE RMC. INTERIOR CONDUIT ABOVE SLAB SHALL BE EMT. CONCEAL ALL CONDUIT IN FINISHED SPACES UNLESS NOTED OTHERWISE.
5. MC CABLE IS ALLOWED FOR BRANCH CIRCUITRY WITHIN STUD WALLS, AND FOR 60" LENGTH (MAX.) CONNECTIONS TO FIXTURES OR EQUIPMENT. MC CABLE SHALL NOT BE CONNECTED TO SOURCE PANELBOARD.
6. DISCONNECT SWITCHES SHALL BE GENERAL DUTY UNLESS OTHERWISE NOTED, NEMA 3R IF LOCATED EXTERIOR.
7. ELECTRICAL DEVICES SHALL BE EQUAL TO:

   RECEPTACLES
   HUBBELL BR20 SERIES
   GFCI RECEPTACLES
   HUBBELL GF20 SERIES
   MANUAL SWITCHES
   HUBBELL CSB_20 SERIES

   ACCEPTED MANUFACTURERS ARE EATON, HUBBELL, LEGRAND, AND LEVITON.
8. THE CONTRACTOR SHALL INSTALL A COMPLETE AND OPERABLE SYSTEM ACCORDING TO THE INTENT OF THESE DRAWINGS, WHETHER OR NOT ELEMENTS THEREOF ARE SPECIFICALLY CALLED OUT.
9. COORDINATE ALL WORK WITH OTHER TRADES TO AVOID CONFLICTS.
10. FIELD VERIFY THE EXISTING CONDITIONS AND MAKE ALLOWANCES FOR THE SAME.

ELECTRICAL ABBREVIATIONS

A	AMPERE
AC	ARMORED CABLE
AFCI	ARC-FAULT CIRCUIT INTERRUPTER
AHJ	AUTHORITY HAVING JURISDICTION
AL	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAGE
CATV	COMMUNITY ANTENNA TELEVISION
CATVP	COAXIAL PLENUM CABLE
CATVR	COAXIAL RISER CABLE
CB	CIRCUIT BREAKER
CL2	CLASS 2 CABLE
CL2P	CLASS 2 PLENUM CABLE
CL2R	CLASS 2 RISER CABLE
CL3	CLASS 3 CABLE
CL3P	CLASS 3 PLENUM CABLE
CL3R	CLASS 3 RISER CABLE
CM	COMMUNICATIONS GENERAL-PURPOSE CABLE
cmil	CIRCULAR MIL
CMP	COMMUNICATIONS PLENUM CABLE
CMR	COMMUNICATIONS RISER CABLE
Cu	COPPER
EGC	EQUIPMENT GROUNDING CONDUCTOR
EMT	ELECTRICAL METALLIC TUBING
ENT	ELECTRICAL NONMETALLIC TUBING
EV	ELECTRIC VEHICLE
EVSE	ELECTRIC VEHICLE SUPPLY EQUIPMENT
FACP	FIRE ALARM CONTROL PANEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FLC	FULL LOAD CURRENT
FMC	FLEXIBLE METAL CONDUIT
FMT	FLEXIBLE METAL TUBING
GEC	GROUNDING ELECTRODE CONDUCTOR
GEN	MOTOR-GENERATOR SET
GFCI	GROUND-FAULT CIRCUIT INTERRUPTER
GFPE	GROUND-FAULT PROTECTION OF EQUIPMENT
GND	GROUND
HACR	HEATING, AIR CONDITIONING, AND REFRIGERATION
HDPE	HIGH DENSITY POLYETHYLENE
HID	HIGH INTENSITY DISCHARGE
hp	HORSE POWER
HVAC	HEATING, VENTILATION, AND AIR CONDITIONING
Hz	HERTZ (CYCLE PER SECOND)
IEC	INTERNATIONAL ELECTROTECHNICAL COMMISSION
IEEE	INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
IMC	INTERMEDIATE METAL CONDUIT
ITE	INFORMATION TECHNOLOGY EQUIPMENT
kcmil	ONE THOUSAND CIRCULAR MILS
kVA	KILOVOLT-AMPERES
kVAr	KILOVOLT-AMPERE REACTIVE
kW	KILOWATTS
LED	LIGHT-EMITTING DIODE
LFMC	LIQUIDTIGHT FLEXIBLE METAL CONDUIT
LFNC	LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT
LNG	LIQUEFIED NATURAL GAS
LP	LIQUEFIED PETROLEUM GAS
LRC	LOCKED-ROTOR CURRENT
MC	METAL-CLAD CABLE
MI	MINERAL-INSULATED, METAL-SHEATHED CABLE
MLO	MAIN LUGS ONLY
MV	MEDIUM VOLTAGE CABLE
MW	MEGAWATTS
NEC	NATIONAL ELECTRICAL CODE
NESC	NATIONAL ELECTRICAL SAFETY CODE
NM	NONMETALLIC SHEATHED CABLE
NMC	NONMETALLIC SHEATHED CABLE WITH CORROSION
NMS	NONMETALLIC SHEATHED CABLE WITH SIGNALING, DATA, AND COMMUNICATIONS CONDUCTORS, PLUS POWER OR CONTROL CONDUCTORS
NUCC	NONMETALLIC UNDERGROUND CONDUIT WITH CONDUCTORS
OCPD	OVERCURRENT PROTECTIVE DEVICE
OFC	CONDUCTIVE OPTICAL FIBER GENERAL-PURPOSE CABLE
OFCP	CONDUCTIVE OPTICAL FIBER PLENUM CABLE
OFCR	CONDUCTIVE OPTICAL FIBER RISER CABLE
OFN	NONCONDUCTIVE OPTICAL FIBER GENERAL-PURPOSE CABLE
OFNP	NONCONDUCTIVE OPTICAL FIBER PLENUM CABLE
OFNR	NONCONDUCTIVE OPTICAL FIBER RISER CABLE
PoE	POWER OVER ETHERNET
RMC	RIGID METAL CONDUIT
SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
SE	SERVICE-ENTRANCE CABLE
SPD	SURE-PROTECTIVE DEVICE
THW	THERMOPLASTIC, HEAT AND MOISTURE RESISTANT CABLE
THHN	THERMOPLASTIC, HEAT RESISTANT CABLE, NYLON JACKET OUTER SHEATH
THHW	THERMOPLASTIC, HEAT AND MOISTURE RESISTANT CABLE, NYLON JACKET OUTER SHEATH
TR	TAMPER-RESISTANT
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
TW	THERMOPLASTIC, MOISTURE RESISTANT CABLE
UF	UNDERGROUND FEEDER AND BRANCH-CIRCUIT CABLE
UL	UNDERWRITERS LABORATORIES
UPS	UNINTERRUPTIBLE POWER SUPPLY
USE	UNDERGROUND SERVICE-ENTRANCE CABLE
V	VOLT
VA	VOLT-AMPERE
W	WATT
WR	WEATHER RESISTANT
XFMF	TRANSFORMER
XHH	CROSS-LINKED POLYETHYLENE, HEAT RESISTANT CABLE
XHHW	CROSS-LINKED POLYETHYLENE, HEAT AND MOISTURE RESISTANT CABLE

REVISION	DATE

STATE OF MISSOURI
KERRIST GIBBER
REGISTRATION NUMBER
PE-2010027061
PROFESSIONAL ENGINEER

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER
HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY: CDI
CHECKED BY: CRD/KNC
DATE: 08-08-2024
SCALE: AS NOTED
PROJECT #: ---
SHEET #
ELECTRICAL SCHEDULES

E2.0

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-140 - Construction Agreement between City of Joplin and Hartman & Company, Inc. for the Tin Cup Trail Project

MEETING DATE
October 7, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 140 Ordinance; Bid Summary, Construction Agreement, Location Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) for construction of the Tin Cup Trail Project.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. One of the items listed on the projects to be funded by the tax was the Tin Cup Trail. In 2021, the voters approved the next Parks and Stormwater Tax which included additional funding for Tin Cup Trail Phase 2. The Tin Cup Trail will provide over a mile of new trail along Tin Cup Creek, connecting the St. Johns Trail and the trails in McIndoe Park.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project, and bids were opened on August 1, 2024. Hartman & Company, Inc. was the low bidder on the trail (Phase 1 and 2). The bid was lower than the Engineer's Estimate. City staff will provide construction inspection services.

FUNDING SOURCE
This item is partially included in the FY 2024 Budget in the Parks and Stormwater Sales Tax Fund in the amount of $1,000,000.00 and the budget is being amended in the amount of $632,718.00 from Parks and Stormwater Use Tax for beautification purposes.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND HARTMAN & COMPANY, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Hartman & Company, Inc. Address:	
Attention: Dakota Rusk		Attention:	
Department: Engineering		Phone:	Fax:
Phone: 417-624-0820	Fax:		

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

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

Tin Cup Trail

The City and Contractor agree to the following:

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

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising

out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety)

shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By:_____

Printed Name:_____

Title:_____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.

Public Works Director

Tin Cup Trail

N

Legend

Tin Cup Bridge

Tin Cup Trail

Phase

1

2

COUNCIL BILL NO. 2024-140 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) for the construction of the Tin Cup Trail Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1, 632,717.50) for the construction of the Tin Cup Trail Project, 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 Hartman & Company, 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 that effect to the Director of Finance, the contractor shall be paid out of the Parks and Stormwater Sales Tax Fund.

Section 4. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Six Hundred Thirty-Two Thousand Seven Hundred Eighteen Dollars and No Cents ($632,718.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this Council Bill shall have an effective date of October 22, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Sr. Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-141 - Construction Agreement between City of Joplin and Elements Construction Concepts for the Tin Cup Bridge Project

MEETING DATE
October 7, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 141 Ordinance; Bid Tabulation, Construction Agreement, Location Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00) for construction of the Tin Cup Bridge Project.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. One of the items listed on the projects to be funded by the tax was the Tin Cup Trail. In 2021, the voters approved the next Parks and Stormwater Tax which included additional funding for Tin Cup Trail Phase 2. The Tin Cup Trail will provide over a mile of new trail along Tin Cup Creek, connecting the St. Johns Trail and the trails in McIndoe Park. At a later date, plans for a bridge were added which was designated as Phase 3. The bridge crosses Tin Cup Creek to allow better access to the trail from Freeman Hospital and the Joplin Family Y. This bridge is to be funded with ARPA Funds and Parks and Stormwater Sales Tax Funds.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project, and bids were opened on August 1, 2024. Elements Construction Concepts was the low bidder on the bridge (Phase 3). City staff will provide construction inspection services.

FUNDING SOURCE
This is partially included in the FY 2024 Budget in the Parks and Stormwater Sales Tax Fund and is being partially funded through ARPA in the amount of $750,000.00. The Parks and Stormwater budget is being amended in the amount of $915,698.00 from use tax proceeds for beautification purposes.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

BID SUMMARY

PROJECT: Tin Cup Trail

DATE OF BID OPENING: August 1, 2024

Contractor	Engineer's Estimate	Hartman & Company, Inc.	Elements Construction Concepts
Phase 1 Bid	$811,265.30	$576,264.00	$839,090.00
Phase 2 Bid	$1,335,706.81	$1,056,453.50	$1,646,999.00
Phase 3 Bid (Bridge)	$715,808.33	$3,223,472.50	$1,665,698.00
Trail Total (Phase 1+2)	$2,146,972.11	$1,632,717.50	$2,486,089.00
Total (Phase 1+2+3)	$2,862,780.44	$4,856,190.00	$4,151,787.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND ELEMENTS CONSTRUCTION CONCEPTS

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Elements Construction Concepts Address:	
Attention: Dakota Rusk		Attention:	
Department: Engineering		Phone:	Fax:
Phone: 417-624-0820	Fax:		

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

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

Tin Cup Bridge

The City and Contractor agree to the following:

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

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising

out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1, 665,698.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury

under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains

uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By:_____

Printed Name:_____

Title:_____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.

Public Works Director

Tin Cup Trail

N

Legend

Tin Cup Bridge

Tin Cup Trail

Phase

1

2

COUNCIL BILL NO. 2024-141 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00) for the construction of the Tin Cup Bridge Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1, 665,698.00) for the construction of the Tin Cup Bridge Project, 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 Elements Construction Concepts.

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 that effect to the Director of Finance, the contractor shall be paid out of the Parks and Stormwater Sales Tax Fund.

Section 4. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Nine Hundred Fifteen Thousand Six Hundred Ninety-Eight Dollars and No Cents ($915,698.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this Council Bill shall have an effective date of October 22, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney