JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, NOVEMBER 2, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 PM
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
In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 45.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2020-273
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located at 3026 W. F Street, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2020-273 MINUTES.PDF
      CB 2020-273 STAFF REPORT.PDF
      CB 2020-273 SUMMARY.PDF
      CB 2020-273.PDF

   3. COUNCIL BILL NO. 2020-274
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3-PD and including in District C-3 property as described below and located 1310 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2020-274 MINUTES.PDF
      CB 2020-274 STAFF REPORT.PDF
      CB 2020-274 SUMMARY.PDF
      CB 2020-274.PDF

   4. RESOLUTION NO. 2020-017
      A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a mini storage facility located at 2521 E. 7th Street, in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2020-017 MINUTES.PDF
      RS 2020-017 STAFF REPORT.PDF
      RS 2020-017 SUMMARY.PDF

RS 2020-017.PDF

8. **Consent Agenda**

1. Minutes Of The October 19, 2020 City Council Meeting.

   Documents:

   CC MINS.OCT. 19, 2020.PDF

2. COUNCIL BILL NO. 2020-009

   AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties with Downtown Joplin; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

   Documents:

   CB2020-009.PDF

3. COUNCIL BILL NO. 2020-168

   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00) for construction of the 2020 East Town Infrastructure – Sanitary Sewer Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2020-168.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2020–369
   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 lot area located at 1401 Iowa Ave. in the City of Joplin, Missouri, for Two Thousand Two Hundred Sixty-three and 00/100 Dollars ($2,263.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2020-369 BID.PDF
   CB 2020-369 PRESENTATION.PDF
   CB 2020-369 SUMMARY.PDF
   CB 2020-369.PDF

2. COUNCIL BILL NO. 2020–370
   AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns Heavy Equipment for the demolition of the structure(s) and clearing of lot area located at 811 W. 2nd St. in the City of Joplin, Missouri, for Twenty-four Thousand and 00/100 Dollars ($24,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2020-370 BIDS.PDF
   CB 2020-370 PRESENTATION.PDF
   CB 2020-370 SUMMARY.PDF
   CB 2020-370.PDF

3. COUNCIL BILL NO. 2020 – 371
   AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1402 W. 4TH St. in the City of

Joplin, Missouri, for Three Thousand Nine Hundred seventy-five and 00/100 Dollars ($3,975.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-371 BID.PDF
CB 2020-371 PRESENTATION.PDF
CB 2020-371 SUMMARY.PDF
CB 2020-371.PDF

4. COUNCIL BILL NO. 2020-456
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2020 and running through September 30, 2021, for the amount of up to Six Hundred Fifteen Thousand, Six Hundred Eighty-Four Dollars and no Cents ($615,684.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2020-456 COUNCIL BILL.PDF
CB2020-456 SUMMARY SHEET.PDF
CB2020- 456 SUPPLEMENTAL ITEM CONTRACT.PDF

5. COUNCIL BILL NO. 2020-528
AN ORDINANCE adopting and establishing pay rates for certain Unclassified Council Employees; and, containing an emergency clause.

Documents:

CB 2020-528 SUMMARY COUNCIL EMPLOYEE RAISES.PDF
CB 2020-528 COUNCIL EMPLOYEES PAY ADOPTION ORDINANCE.PDF
CB 2020-528 EXHIBIT A COUNCIL EMPLOYEE PAY.PDF

6. COUNCIL BILL NO. 2020-611

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and containing an emergency clause.

Documents:

2020-611 SUMMARY SHEET.PDF
CB2020-611 COJ SUPERION LLC AGREEMENT FOR IT SERVICES.PDF
SUPERION_PA_2021.PDF
SUPERION_OSSI_2021.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-010
AN ORDINANCE amending Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum, by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical and Mineral Museum.

Documents:

SUMMARY CB2020-010 REPEALING AND ENACTING NEW ARTICLE III CHAPTER 86 MUSEUM.PDF
CB2020-010_AMENDING CHAPTER 86 ARTICLE III MUSEUM_REPEALING_ENACTING NEW ARTICLE III.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2020-610

AN ORDINANCE approving a Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC, to lease various parks facilities; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin.

Documents:

CB2020-610.PDF

13. Unfinished Business

14. New Business

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

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

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at 12:00 p.m. on this the 29th day of October 2020. (RSMo 610.020)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CB 2020-273

Case 034-20: 3026 W F St. – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for future storage facilities for pool and spa materials – Doug Wade.

Mr. Doug Wade, 4592 W. Energy Ln., Joplin, MO. He was wanting a storage building behind the house.

Mr. Kimble asked Mr. Wade if the pool and spa materials were his personal materials or for anyone that owns a pool and spa?

Mr. Wade stated that it would be for his personal storage for his business materials.

Mr. Kimble wanted to know what business?

Mr. Wade mentioned it was Doug's Pool and Spa. We build pools and service pools.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Wade. They did not. Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case. There was not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 034-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: October 12, 2020
City Council Meeting: November 2, 2020

STAFF PLANNING REPORT
Rezoning

CASE 034-20 A request to rezone from R-1 (Single-family Residential) to M-2 (Heavy Industrial)

LOCATION 3026 W. F St.

APPLICANT Doug Wade

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 1.40 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	M-2	M-2	M-2
Land Use	Single-family Residential	Towing Service	Manufacturing	Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. F St.	Local	50'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future Industrial.

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

The current zoning of R-1 is not suitable in this area. This corner of Joplin is slowly transitioning to commercial and industrial uses, and residential uses mixed in is not appropriate in this context.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to M-2 will not be detrimental to the nearby property. The majority of lots that surround this property and are along the corridor are zoned M-2 and will not be affected by the change. The R-1 district to the North will be required to be buffered by any use going into the M-2 district through the use of materials and strategies approved under the Zoning Code.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. M-2 zoning is consistent with the gradual transition of this area over time and reinforces the Comprehensive Plan and Future Land Use Map.

Staff recommends approval of Case 034-20.

ATTACHMENTS

- Application
- Map

RECEIVED 8-24-20

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 034-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 9-23-20
Public Hearing Date: 10-12-20

APPLICANT: Doug Wade. PHONE: 4177817104
ADDRESS: 4592 W Energy Ln Joplin MO ZIP: 64801

OWNER: Doug & Marilyn Wade. PHONE: 4174834442
ADDRESS: 4592 W Energy Ln Joplin MO ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 3026 W. F Street Joplin MO 64801

Present Zoning Residental Requested Zoning: ~~Commercial~~ M-2 Acreage:
Present Use of Property: no current use, empty lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	House.	
South	Welding Shop	
East	Cottrell towing	
West	Trees + Shrubs	

Character of the Neighborhood: The neighborhood consist of several small businesses and a few residential homes.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no there are other local business
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? yes
   If yes, explain: It is zoned residental and I would like to build a warehouse for the business of Dougs Pool & Spa

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Schifferdecker + F Street
2. Classification of Street(s):
   Arterial no Collector no Local yes
3. Right-of-Way Width:
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Property is located on adjoing property of my residential home. Property was purchased seperatly.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Doug Wade Marilyn Wade DATE: 8-24-2020

EMAIL: dougpoolspa@yahoo.Com

TITLE: Owner

Case 034-20: 3026 W F St. - Rezoning



Case 034-20: 3026 W F St. – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for future storage facilities for pool and spa materials – Doug Wade.

Joplin City Limits

0 75 150 300 450 600 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-273 – Rezone to District M-2 (Heavy Industrial)

MEETING DATE:
November 2, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 034-20: 3026 W F St. – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for future storage facilities for pool and spa materials – Doug Wade.

BACKGROUND:
The current zoning of R-1 is not suitable in this area. The change in zoning to M-2 will not be detrimental to the nearby property. The majority of lots that surround this property and are along the corridor are zoned M-2 and will not be affected by the change. This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Doug Wade, 4592 W. Energy Ln., Joplin, MO. He was wanting a storage building behind the house.

Mr. Kimble asked Mr. Wade if the pool and spa materials were his personal materials or for anyone that owns a pool and spa?

Mr. Wade stated that it would be for his personal storage for his business materials. Doug's Pool and Spa.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning and Zoning Commission recommends approval 6 in Favor, 0 Nays, 1 Absent.
Planning and Zoning Staff recommends approval.

ATTACHMENTS
CB 2020-273, Staff Planning Report, P&Z Commission Minutes

P & Z Case 034-20
Doug Wade
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located at 3026 W. F Street, City of Joplin, Jasper County, Missouri.

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

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

All of that part of Miscellaneous Tract Numbered One (1), Parcel Numbered Fourteen (14) and all that part of the East One-half of vacated Mina Street lying West of and adjoining said Miscellaneous 1, Parcel 14, Located in the Northeast Fractional Quarter of Section 5, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, described as follows: Commencing at the Northeast Corner of Miscellaneous Trace 1, Parcel 14, thence South along the East line of said Miscellaneous Tract a distance of 370.13 feet to the point of beginning, thence continuing South along said line 200.00 feet, thence North 89 degrees 35 minutes 21 seconds West along the North right-of-way line of "F" Street a distance of 289.92 feet to the centerline of vacated Mina Avenue, thence North 0 degrees 00 minutes, 19 seconds East along said centerline 200.00 feet to an iron pin, thence South 89 degrees 35 minutes 21 seconds East a distance of 289.92 feet to the point of beginning.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-274

Case 035-20: 1310 N Range Line Rd. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Anna Chen.

Anna Chen, 1310 Range Line Rd., Joplin, MO. This lot is currently zoned for R-3 and the surrounding area is commercial property. We think it is appropriate to zone consistently for the neighborhood. This will be for future commercial development. We do not have immediate plan yet. Maybe, build or sell the lot.

Mr. Ramsour asked if there were any questions from the Commissioners for Ms. Chen.

Mr. Kimble wanted to know behind your property is that the Employer Advantage building that is being worked on?

Ms. Chen stated it was not. It is the senior apartments. It is right next to Tractor Supply.

Mr. Ramsour asked the commissioners if they had any other questions for Ms. Chen. They did not. Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case. There was not. Mr. Ramsour asked if there was anyone in opposition to the case? There was not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 035-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: October 12, 2020
City Council Meeting: November 2, 2020

STAFF PLANNING REPORT
Rezoning

CASE 035-20 A request to rezone from R-3-PD (Apartment House Planned District) to C-3 (Commercial)

LOCATION 1310 N Rangeline Rd.

APPLICANT Anna Chen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3-PD	Vacant	Approx. 1.51 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	M-2/Outside City Limits	R-3-PD/C-3	R-3-PD
Land Use	Tractor Supply	TAMKO/Fitness Center	Auto Service Center	55+ Multifamily

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Rangeline Rd.	Arterial	145'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial.

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

The current zoning of R-3-PD is suitable in this area of N. Rangeline. One example being the property directly to the West of the subject property. R-3 uses, high density multi-family is not uncommon intermixed with commercial uses or located along arterial streets.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property. The majority of lots that are near this property, as well as along the corridor are zoned C-3, and in the case of the properties outside the City Limits, have commercial uses, and will not be affected by the change. The R-3-PD district to the North will be required to be buffered by any use going into the property through the use of materials and strategies approved under the Zoning Code.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. While the current zoning is suitable, when analyzing for the highest and best use of the property, the high traffic counts of Rangeline, coupled with the existing fabric of commercial zoning and uses along the corridor, point to commercial zoning and uses being appropriate for the subject property.

Staff recommends approval of Case 035-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 9/2/2020 KS

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

For Office Use Only

Case No.: 035-20
Filing Fee: $550.00
Date Advertised:
Date Notices Sent: 9-23-20
Public Hearing Date: 10-12-20

APPLICANT: Anna chen PHONE: 417-793-2773
ADDRESS: 1805 E Natalie Lane. Joplin ZIP: 64801

OWNER: Anna chen PHONE: 417-793-2773
ADDRESS: 1805 E Natalie Lane. Joplin ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 1310 N Rangeline Road. Joplin Mo

Present Zoning: R-1 Residential Requested Zoning: C-3 Commercial Acreage: 1.51
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	C-3
South	Residential Dave / Commercial	R-3-PD / C-3
East	Tanko	M-2 / Out of City Limits
West	Apartments	R-3-PP

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? No
   If yes, explain: C-3 is more appropriate to meet highest and best use.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes, Commercial Corridor
2. Consistent with Future Land Use Map? Yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Range line Rd
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 150'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Small slope, mostly flat.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: _____ DATE: 9/2/2020

EMAIL: wings_n_more@yahoo.com

TITLE: Owner

Case 035-20: 1310 N Rangeline Rd. - Rezoning



Case 035-20: 1310 N Rangeline Rd. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Anna Chen.

Joplin City Limits

0 75 150 300 450 600 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-274 – Rezone to District C-3 (Commercial)

MEETING DATE:
November 2, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 035-20: 1310 N Range Line Rd. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Anna Chen.

BACKGROUND:
The change in zoning to C-3 will not be detrimental to the nearby property. The majority of lots that are near this property, as well as along the corridor are zoned C-3, and in the case of the properties outside the City Limits, have commercial uses, and will not be affected by the change. This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Anna Chen, 1310 Range Line Rd., Joplin, MO. This lot is currently zoned for R-3 and the surrounding area is commercial property. It is appropriate to zone consistently for the neighborhood. This will be for future commercial development. We do not have immediate plan yet. Maybe, build or sell the lot.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning and Zoning Commission recommends approval 6 in Favor, 0 Nays, 1 Absent.
Planning and Zoning Staff recommends approval.

ATTACHMENTS
CB 2020-274, Staff Planning Report, P&Z Commission Minutes

P & Z Case 035-20
Anna Chen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-274 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3-PD and including in District C-3 property as described below and located 1310 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

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

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

All that part of Miscellaneous Tract No. 27 located in the East One-half of the Southeast Quarter of Section 36, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, described as: Commencing at the Southwest corner of Lot 7 in Shaner Park Acres, thence East along the South line of said Lot 7 a distance of 257.94 feet to the point of beginning, thence East along the South line of said Lot 7 a distance of 500.75 feet to the West right-of-way of Range Line Road, thence South 0 degrees 07 minutes 58 seconds East along said right-of-way 400.0 feet, thence West 499.84 feet to the East line of Water's Edge Unit No. 3, thence North 0 degrees 15 minutes 46 seconds West along said line 400.0 feet to the point of beginning; except that part of Miscellaneous Tract No. 27, lying in the Southeast Quarter of Section 36, Township 28 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, and being part of a parcel of land as described in the Jasper County, Missouri Recorder's Office In Book 2226 at Page 468, being more particularly described as follows: Commencing at the Southeast corner of Section 36, Township 28 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, thence along the East Section line, North 02 degrees 02 minutes 13 seconds East 1042.80 feet, thence leaving said Section line North 87 degrees 57 minutes 47 seconds West 65 feet, to a point lying on the West right-of-way line of Range Line Road said point also being the point of beginning, thence leaving said West right-of-way line , North 87 degrees 59 minutes 31 seconds West 499.85 feet, thence North 01 degrees 54 minutes 51 seconds East 400.82 feet, thence South 87 degrees 54 minutes 07 seconds East 275.72 feet, thence South 02 degrees 02 minutes 18 seconds West 105.03 feet to the point of beginning. All lying in the Southeast Quarter of Section 36, Township 28 North, Range 33 West, Jasper County Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RS 2020-017

Case 036-20: 2521 E 7th St. – A request for a Special Use Permit (1st Request) for the operation of a mini storage facility - Jim Cox.

Jim Cox, representing the U-Haul Company, 2521 7th Street. We would like to put van boxes on the facility for storage. They are used boxes off the back of the trucks. We will set them on the ground and use as storage.

Mr. Ramsour asked if the Commissioners had any questions for Mr. Cox?

Mr. Eastman mentioned he noticed there is white metal up, what additional is going to be done?

Mr. Cox stated that they were going to put metal on for siding to beautify the van boxes. We were told to stop. They are not finish with the job.

Mr. Stanton stated the city issued a stop work order because they did not get a building permit for the work being done. Should this Special Use Permit be approved they will also be required to meet all the zoning and building code requirements.

Mr. Ramsour mentioned he did not see a staff recommendation.

Mr. Stanton stated that with Special Use Permits we are not supposed to give staff recommendation.

Ms. Steele wanted to know why this is just special use permit?

Mr. Stanton stated that in the C-3, Commercial District, mini storage facilities are not permitted by right. But they are allowed if the property owner does get a special use permit.

Mr. Ramsour asked the commissioners if they had any other questions for Mr. Cox. They did not. Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case.

Aaron Self, 2521 7th Street, Joplin, MO. The facility is already a storage facility, and this is an expansion, because we have built the new location. We do have the van boxes and we are siding those, and they will be 20 to 30% stone façade which will be brick and coincide with the building regulations.

Mr. Ramsour asked if they currently have a Special Use permit for the storage they now have?

Mr. Self stated there was and it was already zoned for self-storage at the time. This is exterior storage.

Ms. Steele stated that when she drove by these were vans that you have removed the axel and tires and you're going to completely make a façade for that?

Mr. Self said that was correct. We use old pieces instead of throwing them away. We bring these van boxes in, place them, level them, bolt them down, pass all the wind ratings, snow loads as well. Side them so it looks like an actual storage facility. They are anchored into the ground as well.

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

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 036-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE AND MS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: October 12, 2020
City Council Meeting: November 2, 2020

STAFF PLANNING REPORT
Special Use Permit

CASE 036-20 A request for a permanent Special Use Permit (First Request) for the operation of a mini-storage facility.

LOCATION 2521 E. 7th St.

APPLICANT Jim Cox

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Mini-storage	Approximately 1.16 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	C-3	C-3/R-1
Land Use	Single-family Residential	Office	Restaurant	Restaurant/Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 7th St.	Arterial	90'
S. Florida Ave.	Collector	50'

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

The applicant is requesting a permanent Special Use Permit for the operation of a mini-storage facility as part of their larger Uhaul facility. The typical hours of operation vary but are generally 12 hours a day, 7 days per week. The facility provides approximately 15 off-street parking spaces and employs 1 assistants or employees at the location at any given time. This use generally generates little traffic throughout the day.

CONDITIONS

1. This Special Use Permit is issued to Jim Cox for the operation of mini-storage facility at 2521 E. 7th St.
2. The permit shall be valid for two (2) years upon approval and may be re-approved through future requests.
3. The hours of operation shall be limited to between 7am and 7pm, Monday through Thursday and Saturday; 7am and 9pm, Friday; and 9am to 5pm on Sunday.
4. Off street parking for at least fifteen (15) vehicles shall be provided.
5. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

RECEIVED
8-26-20

SPECIAL USE PERMIT APPLICATION

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

For Office Use Only

Case No.: 036-20
Filing Fee: $550.00
Date Advertised: _____
Date Notices Sent 9-23-20
Public Hearing Date: 10-12-20

APPLICANT: Jim Cox PHONE: 417 827 5222

ADDRESS: 3150 S Campbell EMAIL: Jim_Cox@Yahoo.com

OWNER: Joe Sheen PHONE: 602 390 6525

ADDRESS: 2727 11th Floor Nest Tow EMAIL: Joe_Sheen@Yahoo.com

LOCATION/ADDRESS OF PROPERTY: 2521 E 7th

PRESENT ZONING CLASSIFICATION: C-3 ACREAGE: _____

PRESENT USE OF PROPERTY: Storage Locations

PROPOSED LAND USE ACTIVITY: Put Van Boxes on lot for Storage

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North		
South		
East		
West		

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	Y	

Continues on following page

2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. Y ____

3. Is found to be generally compatible with the neighborhood in which it is proposed. Y ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. Y ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. Y ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. Y ____

Should this special use be valid only for a specific time period? Yes _____ No N

If Yes, what length of time? _____

ATTACHMENTS REQUIRED:

1. One copy of a legal description of the property on which the use is to be located (deed or certified survey).
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

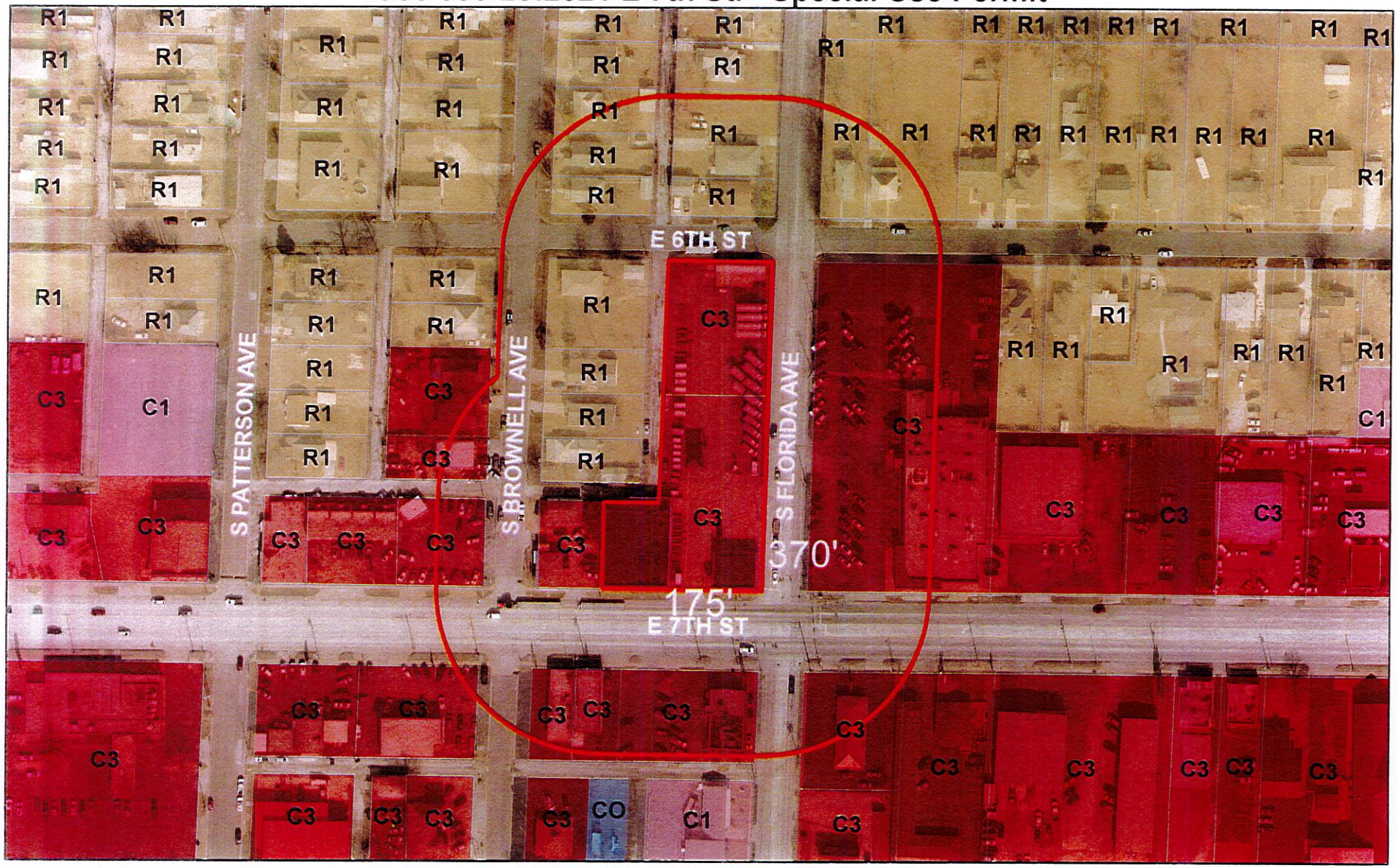
1. Hours of Operation: Mon. - Thu. 7-7 Fri. 7-9 Sat 7-7 Sun - 9-5
2. Days of Operation: 7
3. Number of Off-street Parking Spaces: 15
4. Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): _____
5. Number of Assistants or Employees: 1
6. Nature of the Business: Storage
7. Location of the Business: 2521 E 7th St

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

SIGNATURE: _____ DATE: 2-6-20

BY: Irma Cox TITLE: Owners Rep.

Case 036-20:2521 E 7th St. - Special Use Permit



Case 036-20:2521 E 7th St. – A request for a Special Use Permit (1st Request) for the operation of a mini-storage facility - Jim Cox.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2020-017 - Special Use Permit (1st Request) for the operation of a mini storage facility – Jim Cox

MEETING DATE:
November 2, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 036-20: 2521 E 7th St. – A request for a Special Use Permit (1st Request) for the operation of a mini-storage facility - Jim Cox.

BACKGROUND:
This request is for the operation of a mini-storage facility as part of their larger U-Haul facility. The typical hours of operation vary but are generally 12 hours a day, 7 days per week. The facility provides approximately 15 off-street parking spaces and employs 1 assistants or employees at the location at any given time.

PLANNING & ZONING COMMISSION TESTIMONY:
Jim Cox, representing the U-Haul Company, 2521 7th Street. We would like to put van boxes on the facility for storage. They are used boxes off the back of the trucks. We will set them on the ground and use as storage.

Mr. Eastman mentioned he noticed there is white metal up, what additional is going to be done?

Mr. Cox stated that they were going to put metal on for siding to beautify the van boxes. We were told to stop. They are not finish with the job.

Mr. Stanton stated the city issued a stop work order because they did not get a building permit for the work being done.

PUBLIC COMMENT;
Aaron Self, 2521 7th Street, Joplin, MO. The facility is already a storage facility, and this is an expansion, because we have built the new location. We do have the van boxes and we are siding those, and they will be 20 to 30% stone façade which will be brick and coincide with the building regulations.

Ms. Steele stated that when she drove by these were vans that you have removed the axel and tires and you're going to completely make a façade for that?

Mr. Self said that was correct. We use old pieces instead of throwing them away. We bring these van boxes in, place them, level them, bolt them down, pass all the wind ratings, snow loads as well. Side them so it looks like an actual storage facility. They are anchored into the ground as well.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 036-20, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
RS 2020-017, Staff Planning Report, P&Z Commission Minutes

P & Z Case 036-20
U-Haul – Jim Cox
(P & Z Recommended Approval)

RESOLUTION NO. 2020-017

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a mini storage facility located at 2521 E. 7th Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on November 2, 2020 in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to U-Haul for the operation of a mini storage facility located 2521 E. 7th Street in the City of Joplin, Missouri, on the following described real estate, to-wit:

> Tract 1: Beginning at the Northeast corner of Lot 24 in Morningside Addition to the City of Joplin, Jasper County, Missouri, thence South 99.62 feet to the North line of 7th Street, thence South 88 degrees and 32 minutes West 75.0 feet, thence North 99.90 feet, thence North 88 degrees and 42 minutes East 75.0 feet to the point of beginning. Also known as: All of Lot numbered Twenty-four (24) and the East One Half (E ½) of Lot Numbered Twenty-five (25) in Morningside, an Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, except the South 15 feet for highway. And Tract 2: All of Lots Numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23) except the South 15 feet of Lots 22 and 23, for highway in Morningside, an Addition to the City of Joplin, Jasper County, Missouri according to the recorded Plat thereof; also that portion of vacated alley running on the North end of Lots 22 and 23 and running along the South side of Lot 21, as described above, said alley being 20 feet in width. Further described as Beginning at the Northeast corner of Lot Twenty (20) in Morningside Addition to the City of Joplin, Jasper County, Missouri, thence South along the West side of Florida Avenue 219.26 feet, thence South 88 degrees and 32 minutes West 97.50 feet, then North 99.62 feet, thence North 37 degrees and 33 minutes and 30 seconds West 24.80 feet, thence North 0 degrees and 02 minutes West 99.86 feet, thence North 88 degrees and 42 minutes East 112.68 feet to the point of beginning

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Jim Cox for the operation of mini-storage facility at 2521 E. 7th St., Joplin, Missouri.
2. The permit shall be valid for two (2) years upon approval and may be re-approved through future requests.

3. The hours of operation shall be limited to between 7am and 7pm, Monday through Thursday and Saturday; 7am and 9pm, Friday; and 9am to 5pm on Sunday.
4. Off street parking for at least fifteen (15) vehicles shall be provided.
5. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to U-Haul.

The City Clerk is hereby ordered to file this Resolution with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 20____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
OCTOBER 19, 2020
MEETING MINUTES

CALL TO ORDER

The October 19, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Dr. Reid Adams.

ROLL CALL

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

Motion by Mr. Copple to move Council Bill No. 2020-610 to Fist Reading. There was no second.

PRESENTATIONS

Mayor Stanley presented a proclamation to Parks Director Paul Bloomberg to proclaim October 19, 2020 as Arbor Day.

Mayor Stanley presented a proclamation to Ryan Peterson, Weatherization Director for Economic Security Corporation, to proclaim October 30, 2020 as Weatherization Day.

FINALIZATION OF CONSENT AGENDA

Clifford Wert, Joplin, requested to speak on Council Bill No. 2020-272. He thanked the City Council and the community for their support of the Harry M. Cornell Arts & Entertainment Complex since its inception in 2017. Mr. Wert announced that the funds raised to this point have exceeded the original goal of $16 million. Groundbreaking is scheduled for early 2021.

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

REPORTS AND COMMUNICATIONS

Joplin Sports Authority Update.

Craig Hull, Joplin Sports Authority (JSA) Director, and Roger Doman, JSA Board Chair, presented an update of what the JSA is, what they do, how they do it and why.

News from Public Information Office

The Joplin Public Library has expanded their business hours and is now open Monday through Saturday10 am – 6 pm. Sunday hours are 1 to 5 pm. When visiting the Library in-person, facial coverings are strongly encouraged, and individuals are asked to abide by social distancing protocols. Curbside Pickup is also available during all open hours and Library users can always access the Library's website at joplinpubliclibrary.org for digital resources anytime.

Joplin Parks and Recreation Department is offering monthly Recreation Activity Kits for kids to do from home. Each monthly kit features at least 4 activities that encourage children to play, create, learn, and build. Monthly themes will involve holidays, art, sports, safety, and STEAM (science, technology, engineering, art and math). The kit is primarily targeted to kids between the ages of 4 to 10 years old, but younger kids may participate with a partner's help. Instructions and

materials are included. A limited number of kits will be available for $10/each to be picked up starting November 1st. For more information, or to register, please visit joplinparks.org or call the Parks and Recreation office at 417-625-4750.

Joplin Parks & Rec invites the public to learn more about the options for Ewert Pool by attending a meeting on Tuesday, October 20 at 6 pm, at McKinley Elementary, 610 Forest Avenue. The presentation will cover four options being considered after hearing from more than 800 citizens through a survey**.** A question and answer session will follow the program.

Memorial Hall Study is continuing also. We've put out a second survey asking citizens about options for this historic building. There will be a meeting about Memorial Hall next Tuesday, October 27 at the Memorial Education Center. People are welcome to come at 5:15 to view displays and the presentation will be at 6 p.m.

More information about each of these studies can be found at www.joplinmo.org/parksurveys.

The City's Leaf Pick Up Program begins the Monday after Thanksgiving, November 30. More details will be sent out as we get closer to that time.

More details and other items can be found on our website at joplinmo.org or on the Joplin City's Facebook page.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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

Minutes of the October 5, 2020 City Council meeting

COUNCIL BILL NO.2020-008 - an ordinance amending Chapter 30, Businesses, Article III, Licenses, Division 6, Hotels, Motels and Tourist Courts, Subdivision II, Convention and Visitors Advisory Board by repealing Section 30-271, Established; membership; term of members; officers and enacting a new Section 30-271, Established; membership; terms of members; officers. **Ordinance No. 2020-149**

COUNCIL BILL NO.2020-272 - an ordinance providing to vacate an alley right-of-way and all accompanying utility easements lying North of W. 8th St. and South of W 7th St. located on property at the Southwest corner of S. Joplin Ave. and W. 7th St. **Ordinance No. 2020-150**

RESOLUTIONS
RESOLUTION NO.2020-015
Kevin Parker, president of Parker Development, spoke in support of this resolution.

Mr. Stinnett introduced Resolution No. 2020-015 - a resolution supporting the construction of Memorial Hills II, a senior residential community. Motion by Mr. Stinnett, second by Mr. Monteleone to approve Resolution No. 2020-015. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett and Williams, 8. Nays: 0.Abstention: Stanley, 1. **Resolution No. 2020-015**

RESOLUTION NO.2020-016
Brandon Williams, WNN Developments, LLC, spoke in support of this resolution.

Dr. Reid Adams introduced Resolution No. 2020-016 - a resolution supporting the rehabilitation of The Olivia Building, a senior residential community. Motion by Dr. Reid Adams, second by Mr. Lawson to approve Resolution No. 2020-016. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. **Resolution No. 2020-016**

ORDINANCES – EMERGENCY
COUNCIL BILL NO.2020-368
Mr. Lawson introduced Council Bill No. 2020-368 - an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1012 Central Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Seventy-nine and 00/100 Dollars ($3,779.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2020-368 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-151**

COUNCIL BILL NO.2020-453
Mr. Cortez introduced Council Bill No. 2020-453 - 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. Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill No. 2020-453 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-152**

COUNCIL BILL NO.2020-454
Mr. Shaw introduced Council Bill No. 2020-454- 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. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2020-454 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-153**

COUNCIL BILL NO.2020-455
Mr. Shaw introduced Council Bill No. 2020-455- 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, 2020 and running through September 30, 2021, for the amount of up to Thirty Two Thousand, Eight Hundred Thirty Dollars and Ninety-Six Cents ($32,830.96), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2020-455 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-154**

COUNCIL BILL NO.2020-521

Mr. Stinnett introduced Council Bill No. 2020-521-an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2020-521 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-155**

COUNCIL BILL NO.2020-522

Mr. Shaw introduced Council Bill No. 2020-522 - an ordinance providing for the Budget of the City of Joplin for the period from November 1, 2020 to October 31, 2021, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Monteleone that Council Bill No. 2020-522 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-156**

COUNCIL BILL NO.2020-523

Dr. Reid introduced Council Bill No. 2020-523 - an ordinance providing for the Fire Department Budget of the City of Joplin for the period from November 1, 2020 to October 31, 2021, estimating the appropriations for said period for the purposes stated the sums set forth therein; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No. 2020-523 be approved on an emergency basis. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Abstention: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-157**

COUNCIL BILL NO.2020-524

Mr. Cortez introduced Council Bill No. 2020-524 -an ordinance approving the job description for Museum Curator and Assistant Director of Health and Environmental and Epidemiology Coordinator and the placement of the new position within the Salary Administration Plan for the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2020-524 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-158**

COUNCIL BILL NO. 2020-525

Mr. Shaw introduced Council Bill No. 2020-525- an ordinance approving a Contract by and between the City of Joplin and UMR to provide stop loss coverage for the City's health self-insurance coverage 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. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2020-525 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-159**

COUNCIL BILL NO.2020-526

Mr. Monteleone introduced Council Bill No. 2020-526 - an ordinance adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2020-2021;and, containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2020-526 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-160**

COUNCIL BILL NO.2020-527

Mr. Lawson introduced Council Bill No. 2020-527 - an ordinance adopting a new step pay plan by reference the City Salary Administration Plan for the Fire Department; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2020-2021; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2020-527 be approved on an emergency basis. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 8. Nays: 0. Abstention: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2020-161**

COUNCIL BILL NO.2020-610

Tim Wilson, Joplin, requested to speak in opposition to the lease agreement. He stated he would like the city council to hear public input on the matter

Dan McCreary, Joplin, JSA Board member, stated the JSA board would like more time to review the lease agreement.

Mr. Monteleone introduced Council Bill No. 2020-610 - an ordinance approving a Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC. to lease various parks facilities; authorizing the City Manager to execute said Lease Agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Copple to **Table** Council Bill No. 2020-610. Voting in favor were Council Members: Copple, Monteleone, Reid Adams, and Williams, 4. Nays: Cortez, Lawson, Shaw, Stanley and Stinnett, 5. The motion did not pass.

Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill No. 2020-610 be approved on an emergency basis. Voting in favor were Council Members: Cortez, Lawson, Shaw, Stanley, and Stinnett, 5. Nays: Copple, Monteleone, Reid Adams and Williams, 4. The Council Bill was read as Council Bill No. 2020-610 and will move to Second and Third Reading on the November 2, 2020 City Council meeting agenda.

ORDINANCES – FIRST READING

COUNCIL BILL NO.2020-009

Mr. Monteleone introduced Council Bill No. 2020-009 - an ordinance authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties with Downtown Joplin; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. Motion by Mr. Monteleone, second by Mr. Lawson to pass Council Bill No. 2020-009 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-009**

COUNCIL BILL NO.2020-168

Mr. Cortez introduced Council Bill No. 2020-168 - an ordinance approving the City of Joplin to enter into a construction agreement with Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00) for construction of the 2020 East Town Infrastructure – Sanitary Sewer Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Copple to pass Council Bill No. 2020-009 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-168**

ORDINANCES – SECOND READING

THIRD READING

UNFINISHED BUSINESS

Patrick Tuttle, Director of Convention and Visitors Bureau, asked the city council if the Chilly 5K run that is held on January 1 could be included in the mass gatherings exemption that Council approved on October 12. City Manager Nick Edwards stated he would like to discuss the item with city staff before the council decides on this issue.

NEW BUSINESS

The date of the City Council Retreat was changed from November 23, 2020 to November 30, 2020 due to a scheduling conflict.

Mr. Stinnett asked for a future update from Jeff Neal regarding the 5th and Virginia project**.**

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1) (3) RSMo, as amended, 2019. 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. Monteleone, second by Mr. Copple to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

There being no further business, the meeting was adjourned at 8:55 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2020-009 – (Funding Agreement between the City of Joplin and Downtown Joplin Alliance)

MEETING DATE:
October 19, 2020

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager.

SUMMARY:

The purpose of this Agreement is to partner with Downtown Joplin Alliance and leverage funding to protect, rehabilitate, and redevelop endangered properties within downtown. Downtown Joplin Alliance was awarded a $100,000 Grant in February, 2020 by the 1772 Foundation based in Providence, Rhode Island. The purpose of the Historic Preservation Grant is to create a revolving fund which will be a tool to save and rehabilitate historic properties, which, in turn, creates affordable, sustainable housing, as well as creating an economic impact for our business and commercial districts.

Under the endangered property program, Main Street shall create and operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, underutilized, and in poor condition. These services shall include securing properties either through donation or option, conducting research and studies needed for each particular property through contracted services or other means. Main Street will use the information gained and pair it with state, federal, and local incentives to build a marketing package for each property. Properties will then be marketed to developers on a regional and national basis.

The proposed agreement will authorize the City to fund Downtown Joplin Alliance in the amount of $40,000 annually. The term of this Agreement shall be for twelve (12) months, from November 1, 2020, to October 31, 2021, and shall automatically renew for two (2) additional one (1) year terms, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill 2020-009
Agreement (Exhibit "A")

NE:ab

FUNDING AGREEMENT BETWEEN THE CITY OF JOPLIN AND DOWNTOWN JOPLIN ALLIANCE

This Agreement, made and entered into this ___ day of _____ 2020, is by and between Downtown Joplin Alliance, a Missouri nonprofit corporation ("Main Street"), and the City of Joplin, Missouri, a Missouri Municipal Corporation ("City").

WITNESSETH:

WHEREAS, Main Street was created to assist the City in developing a public-private effort to revitalize the City's Central Business District.

WHEREAS, Main Street has applied for and received a $100,000.00 grant from the 1772 Foundation to create the Preservation Revolving Fund, which in general terms, will fund a program to preserve and market vacant or underutilized downtown buildings in Joplin, MO.

WHEREAS, the Revolving Fund will be used for "hard" costs such as Phase 1 environmental studies, title work, engineering assessment, architectural plans and sketches, economic feasibility studies or appraisals.

WHEREAS, Main Street seeks funding from the City in the amount of $40,000.00 annually in order to pay for the administrative/personnel cost of the running the preservation program.

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City and downtown Joplin area, to compensate Main Street for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

1. SCOPE OF SERVICES.

Main Street will provide the following services ("Services"):

A. Endangered Property Program ("EPP"). Main Street shall create and operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, underutilized, and in poor condition. These services shall include securing properties either through donation or option, conducting research and studies needed for each particular property through contracted services or other means. Main Street will use the information gained and pair it with state, federal, and local incentives to build a marketing package for each property.

Properties will then be marketed to developers on a regional and national basis.

B. Economic Enhancement. Main Street shall continue to strengthen the existing economic assets of the Downtown Core Area while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses. Main Street tracks key statistics, including job growth and new businesses in the Downtown Core Area. Main Street serves as the key point of contact for interested parties looking to invest in the Downtown Core Area.

Main Street shall continue to develop and update a consistent marketing and promotion program for the Downtown Core Area that will bring the City's brand alive and elevate the image of Joplin's downtown and the community.. Marketing and promotion includes producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to the Downtown Core Area. Main Street shall continue to be a resource for developers and property owners interested in, historic preservation and renovation.. Main Street will assist City staff with the implementation and education of the City's Historic Preservation Commission's Design Standards for the Sunshine Lamp District..

2. TERM AND TIME OF PERFORMANCE.

The term of this Agreement shall be for twelve (12) months, from November 1, 2020 to October 31, 2021, and shall automatically renew for two *(2)* additional one (1) year terms, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal. In the event the City does not allocate or appropriate any money for this program in its annual budget, this Agreement shall automatically terminate. Annually, the City Manager and/or the City Council shall review the performance of Main Street and its administration of the Endangered Property Program. To facilitate the evaluation, Downtown Joplin Alliance shall submit a copy of its annual budget, meet regularly with the City Manager and his staff and provide detailed reports of all activity of the Program.

3. COMPENSATION AND METHOD OF PAYMENT.

The City hereby agrees to compensate Main Street for its administrative and personnel costs for delivering the services outlined in Section I of this Agreement in the not to exceed amount of Forty Thousand Dollars ($40,000.00). All compensation for the Services is subject to annual appropriation by the City. With the adoption of the annual City budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation, at the time. The City will pay this amount in monthly payments in the amount of $3,333.33, with the first payment being made on the November 1, 2020.

4. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW.

Upon the City providing Main Street with fifteen (15) day written notice sent by certified mail, Main Street shall permit an authorized representative of the City reasonable access to inspect and audit all records, financial records, information and data of Main Street related to this Agreement and Main Street's performance hereunder Main Street shall keep all records and data related to this Agreement for five (5) years after the termination of this Agreement.

5. SUBCONTRACTS.

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the City.

6. REPRESENTATION ON BOARD.

Main Street's Board of Directors oversee the operation of Main Street, and the City will possess two non-voting positions on the Board consisting of a Council liaison and the City Manager or his designee.

7. NON-DISCRIMINATION PROVISIONS.

Main Street will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

8. COMPLIANCE WITH THE LAW.

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

9. CONFLICT OF INTEREST/POLITICAL ACTIVITY.

Main Street shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

10. INDEPENDENT CONTRACTOR.

This agreement does not create an employee/employer relationship between the parties.

It is the parties' intention that Main Street will be an independent contractor and not the City's employee for all purposes. Main Street shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Further, the City shall not have any ability to dictate the management of Main Street as a Missouri non-profit corporation, nor shall the City have any ownership interest in Main Street.

11. INDEMNIFICATION.

Main Street shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, negligent or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with this Agreement or the work or operations expressly authorized herein. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Main Street has contracted for additional services under the terms of the Agreement.

12. TERMINATION.

A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate this Agreement at any time, with or without cause, or for its convenience, by giving thirty (30) days written notice to Main Street. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that Main Street is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below. Upon termination, the City's obligations to make any payments to Main Street shall terminate on the date of termination

B. In the event of such default or violation by Main Street, the City shall send to Main Street by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default of violation. Main Street shall cure or remedy said violation or default within fifteen (15) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within fifteen (15) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Main Street shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Main Street. Main Street's liability to the City for any damages arising out of this Agreement, shall be limited to the

amount of money received by Main Street through the date of default or date of termination of this Agreement, whichever is later.

13. NOTICE.

Any notice required by this contract is deemed sufficiently given when deposited in the United State Mail, if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified. Notice to the City shall be addressed to:

City Manager City of Joplin, Missouri
602 S Main Street
Joplin, Missouri 64801

Notice to Main Street shall be addressed to:

Executive Director
Downtown Joplin Alliance
931 E 4th St
Joplin MO 64801

14. AMENDMENTS.

This Agreement may only be amended by a signed written agreement between the parties that is ratified by each party's governing board.

15. SEVERABILITY.

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF JOPLIN, MISSOURI, a
Missouri Municipal Corporation

Nicholas Edwards, City Manager

ATTEST:

City Clerk

Approved as to Form

City Attorney

DOWNTOWN JOPLIN ALLIANCE
A Missouri nonprofit corporation

Jeff Neal, President

ATTEST:

Chelsea Conley, Secretary

COUNCIL BILL NO. 2020-009 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties with Downtown Joplin; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Funding Agreement by and between the City of Joplin, Missouri, and Downtown Joplin Alliance, to partner with Downtown Joplin Alliance and leverage funding to protect, rehabilitate, and redevelop endangered properties within downtown, a copy of said Agreement 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 Agreement by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-168 – approving a construction agreement with Visu-Sewer of Missouri, Inc. for the 2020 East Town Infrastructure – Sanitary Sewer project.

MEETING DATE
October 19, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map; Bid Summary; Agreement; Council Bill

REVIEWED BY
Director of Public Works: David K. Hertzberg, Director of Planning and Community Development: Troy Bolander, Director of Finance: Leslie Haase, City Attorney: Peter Edwards, City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves a Construction Agreement with Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00), for construction of the 2020 East Town Infrastructure – Sanitary Sewer project.

BACKGROUND
The City has received authorization for the release of funds for the 2020 Community Development Block Grant (CDBG) funding for low and moderate-income neighborhoods. This program includes improvements to sidewalk, streets, curb & gutter, storm water, and sanitary sewer systems in designated neighborhoods. The 2020 East Town Infrastructure – Sanitary Sewer project focuses primarily on the trenchless reconstruction of existing sanitary sewer mains and lateral connections within the project area; see the Location Map for reference. Funding was approved for neighborhood infrastructure projects in the 2020 Action Plan. Design for the project was done in-house, utilizing data received from the CCTV evaluation work performed by Ace Pipe Cleaning. In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the project was advertised on September 13, 2020. Two proposals were received before bid opening on October 7, 2020. Visu-Sewer of Missouri, Inc. was selected as the lowest, most responsive bidder; their bid was below the Engineer's estimate. The Infrastructure Improvement Fund to be used for the construction project will be reimbursed by CDBG funding. Public Works intends to provide construction inspection and administration**.**

FUNDING SOURCE
The majority of these payments will come from the FY 2020-21 budget of Infrastructure Improvement Fund ($322,000) and will be reimbursed by federal CDBG grant funds; the remainder of the project budget ($56,358) will come from the sewer maintenance fund.

RECOMMENDATION
Staff recommends approval of this Council Bill as a non-emergency ordinance

BID SUMMARY

PROJECT: 2020 East Town Infrastructure – Sanitary Sewer

DATE OF BID OPENING: October 7, 2020 @ 10:00 am

CONTRACTOR	BID
Bennett Inc.	383,738.80
Visu-Sewer of Missouri	378,358.00
Engineering Estimate	383,000.00

AGREEMENT
Between
City of Joplin and Visu-Sewer of Missouri LLC

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S MAIN JOPLIN, MO 64801		Name: Visu-Sewer of Missouri LLC Address: 7895 St. Clair Avenue E. ST LOUIS, IL 62203	
Attention:		Attention:	
Department: Engineering		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:

2020 EAST TOWN INFRASTRUTURE – SANITARY SEWER
CDBG GRANT NO. B-20-MC-29-0008

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 90 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. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

a. Missouri Wage Rate: 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.

b. Davis Bacon: The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles,

with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 $378,358.00 (Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 Dollars) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner,

partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.

a. 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.
b. 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.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

11. 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, 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.

12. 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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. 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.

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days 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.

15. 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.

16. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law

94-163).

17. 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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in

connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

19. 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.

20. 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.

21. 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 Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 ($378,358.00) dollars, said amount being subject to any approved addenda or change order.

22. 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.

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such

identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

25. 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.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project 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. 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.

27. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally 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, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. 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.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

30. 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.

31. 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.

32. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

33. 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 five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) The Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses 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 Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

38. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment

or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor 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 subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in

employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

44. 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.

45. 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.

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, 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.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

47. 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.

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will

not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

49. 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 351.572 RSMo.

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.

50. 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.

51. 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.

52. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

54. 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.

55. 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.

56. 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.

57. 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.

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

58. 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.

59. 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.

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

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

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

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

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

COMMUNITY DEVELOPMENT

By: _____
Troy Bolander, Planning & Community Development Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Visu-Sewer of Missouri LLC

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight AND no/100 DOLLARS (378,358.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, 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:

2020 EAST TOWN INFRASTRUTURE – SANITARY SEWER
CDBG GRANT NO. B-20-MC-29-0008

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, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL 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 same shall in any way 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 it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____

City Attorney

ATTEST: (SEAL)

_____ _____

Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

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.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Visu-Sewer of Missouri LLC

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 DOLLARS ($378,358.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, 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:

2020 EAST TOWN INFRASTRUTURE – SANITARY SEWER
CDBG GRANT NO. B-20-MC-29-0008

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 extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that

by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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 way 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 this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
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 the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

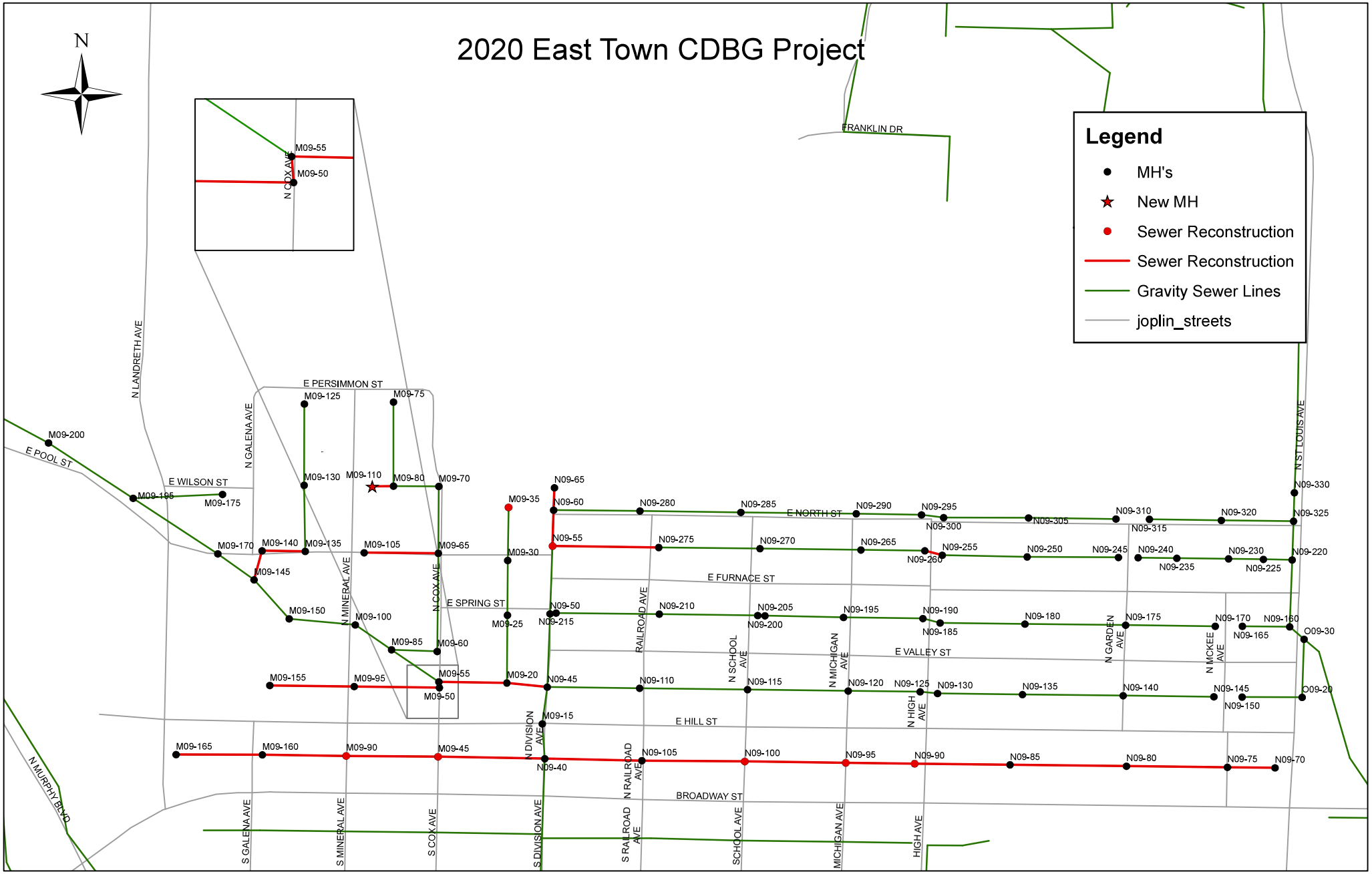
_____, 20____. By

_____

_____ By _____
Director of Finance (Title)

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.


2020 East Town CDBG Project
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MH's
New MH
Sewer Reconstruction
Sewer Reconstruction
Gravity Sewer Lines
joplin_streets
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E WILSON ST
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E FURNACE ST
E NORTH ST
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E HILL ST
BROADWAY ST
N RAILROAD AVE
N SCHOOL AVE
N MICHIGAN AVE
N GARDEN AVE
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COUNCIL BILL NO. 2020-168 **ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00) for construction of the 2020 East Town Infrastructure – Sanitary Sewer Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said construction agreement by and between the City of Joplin and Visu-Sewer of Missouri, Inc., in the amount of Three Hundred Seventy-Eight Thousand Three Hundred Fifty-Eight and no/100 dollars ($378,358.00) for construction of the 2020 East Town Infrastructure – Sanitary Sewer project funded through the CDBG Entitlement grant, in the City of Joplin, Jasper County, 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.

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

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-168

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

_____

Leslie Haase, Director of Finance

CLOSING DATE:	9-Oct-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Olivia Stockdale
Demolition of all structures		LOCATION:	1401 S. Iowa Ave.

COMPANY	BIDS
B & D Yardbuilders	$2,263.00
Big John's Heavy Equipment	$4,950.00
Gator Industrial	$2,875.00
Spalding Contractors LLC	$5,900.00


COUNCIL BILL 2020-369
1401 IOWA AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020-369, Building Regulations

MEETING DATE
November 2, 2020

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 B & D Yardbuilders to remove the structures, and any remaining debris including foundation and footings 1401 Iowa Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on June 17, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 25, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on October 9, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$2,875.00
B & D Yardbuilders	$2,263.00
Big Johns	$4,950.00
Spalding Contractors LLC	$5,900.00

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

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B & D Yardbuilders for $2,263.00 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. 2020- 369, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020–369 ORDINANCE NO.

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 lot area located at 1401 Iowa Ave. in the City of Joplin, Missouri, for Two Thousand Two Hundred Sixty-three and 00/100 Dollars ($2,263.00); 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 B & D Yardbuilders in the amount of Two Thousand Two Hundred Sixty-three and 00/100 Dollars ($2,263.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1401 Iowa Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1401 Iowa Ave. and legally described as:

ALL OF LOT NUMBERD TWENTY-THREE IN CAMPBELL'S NINTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	9-Oct-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Olivia Stockdale
Demolition of all structures		LOCATION:	811 W. 2nd St

COMPANY	BIDS
B & D Yardbuilders	$58,800.00
Big John's Heavy Equipment	$24,000.00
Gator Industrial	NO BID
Spalding Contractors LLC	$31,900.00


COUNCIL BILL 2020-370
811 W. 2ND ST.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 370, Building Regulations

MEETING DATE
November 2, 2020

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 Heavy Equipment to remove the structures, and any remaining debris including foundation and footings 811 W. 2ND St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on November 12, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 25, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on October 9, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$58,800.00
Big Johns	$24,000.00
Spalding Contractors LLC	$31,900.00

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

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Big Johns Heavy Equipment for $24,000.00 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. 2020- 370, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020–370 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns Heavy Equipment for the demolition of the structure(s) and clearing of lot area located at 811 W. 2nd St. in the City of Joplin, Missouri, for Twenty-four Thousand and 00/100 Dollars ($24,000.00); 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 Heavy Equipment in the amount of Twenty-four Thousand and 00/100 Dollars ($24,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 811 W. 2nd St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 811 W. 2nd St. and legally described as:

ALL OF THE EAST FORTY-FIVE (45) FEET OF LOT NUMBERD SIX (6), IN GRAY'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this ____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	9-Oct-2020	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Olivia Stockdale
Demolition of all structures		LOCATION:	1402 W. 4th St

COMPANY	BIDS
B & D Yardbuilders	NO BID
Big John's Heavy Equipment	$4,950.00
Gator Industrial	$3,975.00
Spalding Contractors LLC	$6,900.00



COUNCIL BILL 2020-371
1402 W. 4TH ST.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 371, Building Regulations

MEETING DATE
November 2, 2020

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 Gator Industrial to remove the structures, and any remaining debris including foundation and footings 1402 W. 4TH St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 17, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 25, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on October 9, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Industrial	$3,975.00
Big Johns	$4,950.00
Spalding Contractors LLC	$6,900.00

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

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $3,975.00 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. 2020- 371, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 371 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1402 W. 4TH St. in the City of Joplin, Missouri, for Three Thousand Nine Hundred seventy-five and 00/100 Dollars ($3,975.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Industrial in the amount of Three Thousand Nine Hundred seventy-five 00/100 Dollars ($3,975.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1402 W. 4TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1402 W. 4TH St. and legally described as:

ALL OF LOT NIUMBERED EIGHTEEN (18) IN CONTINETAL ADDITION TOGETHER WITH THE WEST ONE-HALF OF THE VACATED HARLEM AVE. EXTENDING FROM FOURTH STREET SOUTH 140FT. TO THE NORTH LINE OF ALLEY, IF EXTENDED. SOUTH OF FOURTH STREET IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2020-456 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2020 and running through September 30, 2021, for the amount of up to Six Hundred Fifteen Thousand, Six Hundred Eighty-Four Dollars and no Cents ($615,684.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for nutritional assistance and education to residents of Jasper County, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval and return for the beginning of the federal fiscal year, October 1, 2020.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2nd day of November, 2020, by a vote of

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-456 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
November 2, 2020

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2020-456 Council Bill and the DHSS Program Services Contract.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2020-2021

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

The contract calls for the City of Joplin Health Department to provide WIC services that include food instruments (checks) redeemable for specific nutritious foods, nutrition education and counseling, breastfeeding counseling and certain medical services for income eligible women and children in Jasper County. The contract calls for the city to provide services for up to 36,667 clients and for a total cost reimbursement of up to $615,684.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2020-2021 city budget.

The period for this agreement is October 1, 2020 through September 30, 2021 and the total anticipated reimbursement from this agreement is $615,684. 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.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**	
49464	WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2020	9/30/2021	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

WIC: Local Agency Nutrition Services

1. GENERAL

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

1.2 The Contractor shall comply with the following:

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

1.2.2 All provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and

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

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

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

1.4 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2020, through September 30, 2021.

1.5 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

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

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

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

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

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

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

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

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

2. PURPOSE

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

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

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

2.4 The terms of this contract are derived from the language set forth in 7 CFR Part 246 located at: https://www.ecfr.gov/cgi-bin/text-idx?SID=56e1c660a5b205a18c990bde03c35f61&pitd=20180701&node=pt7.4.246&rgn=div5. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are available at: http://health.mo.gov/living/families/wic/wiclwp/wom/ and are incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

WIC: Local Agency Nutrition Services

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

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

3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.

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

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

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

3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.1.030;

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

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

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

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

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

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

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

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

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

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

a. conflict of interest; and

b. separation of duties.

4. FOOD PACKAGE ISSUANCE DELIVERABLES

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

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

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

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

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

5. eWIC ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

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

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

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

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

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

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

5.3.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 9.1.010.

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

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

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

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

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

6.1.3 Providing participant-centered nutrition education contacts that are designed to be easily understood; bear a practical relationship to the participant's risk factors,

nutritional needs, and cultural preferences; emphasize the relationships between proper nutrition and good health; and assist the participant in achieving positive changes in food selection and physical activity habits;

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

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

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

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

6.1.8 Offering a nutrition education counseling session to all women who are about to be terminated from WIC to reinforce the importance of nutrition and health messages received through WIC as outlined in WOM Policy 8.1.100;

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

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

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

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

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

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

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

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

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

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

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

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

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

7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all staff follow the approved discrimination complaint procedure as outlined in WOM Policy 11.1.020, 7 CFR 246.8 and FNS Instruction 113-1.

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

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8. CLINIC MANAGEMENT AND COORDINATION DELIVERABLES

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

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

8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care shall have a written agreement in place with a health agency that provides those services.

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

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

9. ASSESSMENT, PLANNING, AND EVALUATION

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

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

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

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

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

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

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

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

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

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

9.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period, and when significant WIC changes have occurred which affect the local population and local participants, such as change in clinic hours, closing of a satellite office, etc.

10. STAFFING DELIVERABLES

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

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

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

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

10.2.3 A Breastfeeding Coordinator who has knowledge and experience to support, develop, and implement all breastfeeding services;

10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.4.030 and 7 CFR 246.11(d). The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of WIC;

10.2.5 A Retailer Contact Person;

10.2.6 A Competent Professional Authority (CPA);

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

10.2.8 An Anthropometric Skills Validator who shall be a CPA.

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

10.3.1 WIC Certifiers;

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

10.3.3 Health Professional Assistants (HPAs); and

10.3.4 Administrative or Clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

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

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

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

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

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

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

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

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

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

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

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

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

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

12. REPORTS

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

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

13. BUDGET AND ALLOWABLE COSTS

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

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

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

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

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

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

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

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

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

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

13.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly billing as In-kind.

13.6 Indirect costs

13.6.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

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

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

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

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

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

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

13.8.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

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

13.9 The Contractor shall follow competitive procurement practices.

14. INVOICING AND PAYMENT

14.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

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

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

14.2 The Contractor shall submit invoices monthly. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. Invoices shall be due by the tenth (10th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

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

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

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

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

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

14.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

14.4 The Contractor shall submit the final invoice by no later than December 10, 2021. The Department shall have no obligation to pay any invoice submitted after the due date.

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

14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

14.7 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

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

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

Missouri Department of Health and Senior Services

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

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

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

15. AMENDMENTS

15.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

16. MONITORING

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

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

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

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

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

16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective

administration of WIC, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

16.7 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at any time during the contract award The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 10.1.050.

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

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

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

17. DOCUMENT RETENTION

17.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

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

17.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

17.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

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

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

18. CONFIDENTIALITY

18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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

19. LIABILITY

19.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

19.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the

Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

19.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

20.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

20.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

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

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

20.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

21. EQUIPMENT/SOFTWARE

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

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

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

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

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

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

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21.4 If a contractor has its own information technology (I.T.) department, the contractor shall provide the Department with the contractor I.T. department's contact name(s), email address(es), and phone number(s).

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

21.4.2 Requests for support shall be fulfilled based on priorities, which are determined by urgency and level of impact.

21.4.3 Status Definitions with Initial Response Times

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

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

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

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

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

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

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

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

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

a. The Contractor can install MOWINS on their non-state WIC machines as long as the Contractor understands the state ITSD cannot support the machines. State ITSD can provide some instructions on how to install the MOWINS client and can provide some limited remote support if it is an application issue. Those issues will need to be discussed with the state ITSD end user support help desk.

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

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

21.8 The Contractor shall use information technology for authorized purposes.

22. COMMUNICATIONS AND RECORD-KEEPING

22.1 The Department will provide updates to the WOM when the updates become effective and the updates shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

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

for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

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

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

23. AUTHORIZED PERSONNEL

23.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as

attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

23.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

23.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

24. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

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

24.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the

exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

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

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

25. TERMINATION

25.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

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

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

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

14.1.3 By request of the Contractor.

25.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

25.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

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

25.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

26. SUBCONTRACTING

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

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

WIC: Local Agency Nutrition Services

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

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

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

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

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

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

Department of Health and Senior Services
Local Agency Nutrition Services

BUDGET PAGE

Joplin City Health Department

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

Contract Dollars

1.	WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	$ 7,000.00
2.	WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	$40,679.00
3.	Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	$18,000.00
4.	WIC Conference (Special Funding 5)*	$ .00
5.	Administrative Services (Special Funding 6)*	$ .00
6.	Program Enhancement (Special Funding 7)*	$ .00

*only for approved LAs

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY) From:	To:	4. Contractor Identifying Number (optional)
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual	☐ Final

8. Transactions

Contract Expenditures:

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

Match Requirements (if required by the contract):

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

9. Remarks: Attach any explanations deemed necessary.

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

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

WIC: Local Agency Breastfeeding Peer Counseling Program

1. Breastfeeding Peer Counseling (BFPC) Program Deliverables:

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

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

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

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

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

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

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

2. Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Attachment F).

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

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

3. Documentation:

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

4. Reports/Invoicing:

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

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

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

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

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

5. Special Provisions:

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

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

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

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

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

Signature of Notary	*Date*

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

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

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

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

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

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

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

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

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

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

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

Tracking #	49464	**State:** 0%	$0.00	**Federal:** 100%	$615,684.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2020	**Contract End:** 9/30/2021	**Amend#:** 00	**Contract #:**	
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	3MO700804-2020				
Federal Award Name:	WIC BREASTFDNG PEER CO				
Federal Award Year:	2020	**DHSS #:**	21BRSTFEDWIC	**Federal Obligation:**	$40,679.00

CFDA:	10.557	**Research and Development:**	N		
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN				
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2021	**DHSS #:**	21WIC-FOA	**Federal Obligation:**	$575,005.00

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

Project Description:

Provide Women, Infant, and Children and Nutrition Services to participants.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-528 – Approving a request to grant a 9% wage increase to various council employees effective November 1, 2020.

MEETING DATE
November 2, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-528 Ordinance; Exhibit "A" Council Employee Raise

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

SUMMARY
This Council Bill approves a wage adjustment for the City Attorney, City Clerk, Municipal Judge and Public Defender as Council employees effective November 1 to correspond with the wage adjustment granted to city employees.

BACKGROUND
In July of 2018, council adopted a step pay plan for city employees effective in August. The pay plan includes 2% between steps. For fiscal year 2021, eligible city employees are receiving a 9% across-the-board wage adjustment effective November 1, 2020.

Council employees are not included in the Salary Administration Plan. Wage increases for council employees are granted through a separate ordinance. As such, this ordinance approves a corresponding 9% wage increase for certain council employees as shown in Exhibit "A".

FUNDING SOURCE
The council employee raises are included in the FY 2021 general fund budget.

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

COUNCIL BILL NO. 2020-528 **ORDINANCE NO**.

AN ORDINANCE adopting and establishing pay rates for certain Unclassified Council Employees; and, containing an emergency clause.

WHEREAS, the Council of the City of Joplin, Missouri, desires to grant a wage increase of 9% for the City Attorney, City Clerk, Municipal Judge and the Public Defender effective November 1, 2020.

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

Section 1. That the Annual Salary for the City Attorney, City Clerk, Municipal Judge, and the Public Defender be increased as shown in Exhibit "A".

Section 2. That additional compensation to members of the Unclassified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 3. That this Ordinance, being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, is an emergency 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 approval and passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

CITY OF JOPLIN
COUNCIL EMPLOYEE ANNUAL PAY
2-Nov-20

POSITION	NAME	PERCENTAGE INCREASE	EFFECTIVE DATE
CITY ATTORNEY	EDWARDS, PETER	9.0%	1-Nov-20
CITY CLERK	GOLLHOFER, BARBARA	9.0%	1-Nov-20
MUNICIPAL JUDGE	PODLESKI, JOHN	9.0%	1-Nov-20
PUBLIC DEFENDER	BHEND, JON	9.0%	1-Nov-20

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-611 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
November 2, 2020

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual support payment for technical activities for both General Government (Financials/CLOUD) and Public Safety (OSSI) for Fiscal Year 2020-21.

BACKGROUND
Superion has been the City's primary software provider for over twenty years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI. In June of 2018, Council Bill 2018-607 approved the new CLOUD hosting agreement for Superion Financials software. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion is the sole source for this software, there are no bids required. The amounts of $248,480.28 and $167,668.35 were budgeted and approved for FY2021 by Council during the budget process and finalized by Ordinance 2020-156 on October 19, 2020.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS
CB2020-611 Ordinance; Superion Invoice (OSSI), Superion ASP Amendment (Financials)

COUNCIL BILL NO. 2020-611 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and containing an emergency clause.

WHEREAS, Superion, LLC (formerly SUNGARD) has been the City's primary software provider for more than 20 years; and,

WHEREAS, in the FY2021 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 and reflected an appropriation in the total amount of Four Hundred Sixteen Thousand, One Hundred Forty Eight Dollars, Sixty-Three Cents ($416,148.63) for payment of support for technical activities.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted with payment due on November 1, 2020.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Invoice

Invoice No	Date	Page
293549	10/5/2020	1 of 3

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin

602 S. Main Street
Joplin MO 64801
US

Ship To
City of Joplin

602 S. Main Street
Joplin MO 64801
US

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1681LG	City of Joplin		USD	Net 30	11/4/2020

	Description	Units	Rate	Extended
Contract No. Q-11764				
1	NaviLine Special Assessments - Access Fee NaviLine Special Assessments Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
2	NaviLine Document Management Services - Access Fee NaviLine Document Management Services Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
3	NaviLine Cash Receipts-Annual Access Fee-NSP - Access Fee NaviLine Cash Receipts Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
4	NaviLine Purchasing/Inventory-Annual Access Fee-NSP - Access Fee NaviLine Purchasing/Inventory Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
5	NaviLine P-Card - Access Fee NaviLine P-Card Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
6	NaviLine Planning & Engineering - Access Fee NaviLine Planning & Engineering Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
7	NaviLine Payroll/Personnel-Annual Access Fee-NSP - Access Fee NaviLine Payroll/Personnel Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
8	NaviLine Loans Processing - Access Fee NaviLine Loans Processing Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
9	NaviLine Accounts Receivable-Annual Access Fee-NSP - Access Fee NaviLine Accounts Receivable Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00

Invoice

Invoice No	Date	Page
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	Description	Units	Rate	Extended
10	NaviLine Fleet Management-Annual Access Fee-NSP - Access Fee NaviLine Fleet Management Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
11	NaviLine Fixed Assets-Annual Access Fee-NSP - Access Fee NaviLine Fixed Assets Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
12	NaviLine Customer Information System - Access Fee NaviLine Customer Information System Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
13	NaviLine Code Enforcement - Access Fee NaviLine Code Enforcement Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
14	NaviLine Click2Gov3 Applicants - Access Fee NaviLine Click2Gov3 Applicants Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
15	NaviLine Click2Gov3 Customer Information System - Access Fee NaviLine Click2Gov3 Customer Information System Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
16	NaviLine Cash Receipts Lock Box Interface - Access Fee NaviLine Cash Receipts Lock Box Interface Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
17	NaviLine Business Licenses - Access Fee NaviLine Business Licenses Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
18	NaviLine Building Permits - Access Fee NaviLine Building Permits Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
19	NaviLine Automated Fuel System Interface - Access Fee NaviLine Automated Fuel System Interface Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00

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293549	10/5/2020	3 of 3

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1681LG	City of Joplin		USD	Net 30	11/4/2020

	Description	Units	Rate	Extended
20	Applicant Tracking - Access Fee Applicant Tracking Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
21	Modifications - Access Fee Modifications Maintenance: Start:11/1/2020, End: 10/31/2021	9	$0.00	$0.00
22	NaviLine Work Orders/Facility Management - Access Fee NaviLine Work Orders/Facility Management Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
23	NaviLine Land/Parcel Mgmt-Annual Access Fee-NSP - Access Fee NaviLine Land/Parcel Mgmt Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
24	NaviLine GMBA w/Extended Reporting - Access Fee NaviLine GMBA w/Extended Reporting Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
25	NaviLine Click2Gov3 Core - Access Fee NaviLine Click2Gov3 Core Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
26	Horizon Cloud for NaviLine Annual Access Fee - Access Fee Horizon Cloud for NaviLine Maintenance: Start:11/1/2020, End: 10/31/2021	1	$167,668.35	$167,668.35

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$167,668.35
Tax	$0.00
Invoice Total	$167,668.35
Payments Applied	$0.00
Balance Due	**$167,668.35**

Invoice

Invoice No	Date	Page
295074	10/15/2020	1 of 8

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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City of Joplin (OSSI)
Mark Morris
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	11/14/2020

	Description	Units	Rate	Extended
Contract No. Q-11720				
1	ONESolution State Livescan Interface - Annual Maintenance Fee	1	$1,807.41	$1,807.41
	Maintenance: Start:11/1/2020, End: 10/31/2021			
2	JMS-MS DISPLAY - Annual Maintenance Fee	1	$6,379.10	$6,379.10
	Maintenance: Start:11/1/2020, End: 10/31/2021			
3	ONESolution Police-to-Police - Annual Subscription Fee	1	$0.00	$0.00
	Maintenance: Start:11/1/2020, End: 10/31/2021			
4	ONESolution CAD Console License - Annual Maintenance Fee	1	$1,146.60	$1,146.60
	Maintenance: Start:11/1/2020, End: 10/31/2021			
5	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee	1	$35.28	$35.28
	Maintenance: Start:11/1/2020, End: 10/31/2021			
6	ONESolution CAD Client AVL License - Annual Maintenance Fee	1	$264.60	$264.60
	Maintenance: Start:11/1/2020, End: 10/31/2021			
7	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee	2	$68.31	$136.62
	Maintenance: Start:11/1/2020, End: 10/31/2021			
8	ONESolution CAD Client AVL License - Annual Maintenance Fee	2	$455.39	$910.78
	Maintenance: Start:11/1/2020, End: 10/31/2021			
9	ONESolution Quartermaster - Annual Maintenance Fee	1	$550.20	$550.20
	Maintenance: Start:11/1/2020, End: 10/31/2021			
10	ONESolution E911 Interface - Annual Maintenance Fee	1	$1,315.68	$1,315.68
	Maintenance: Start:11/1/2020, End: 10/31/2021			

Invoice

Invoice No	Date	Page
295074	10/15/2020	2 of 8

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5859LG	City of Joplin (OSSI)		USD	Net 30	11/14/2020

	Description	Units	Rate	Extended
11	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,315.68	$1,315.68
12	ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,315.68	$1,315.68
13	ONESolution Map Converter Software - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$837.26	$837.26
14	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$11,506.27	$11,506.27
15	ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	5	$932.95	$4,664.75
16	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,076.48	$1,076.48
17	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	7	$358.83	$2,511.81
18	ONESolution Alpha Numeric Paging - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,315.68	$1,315.68
19	ONESolution Pagegate Interface - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$239.21	$239.21

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5859LG	City of Joplin (OSSI)		USD	Net 30	11/14/2020

	Description	Units	Rate	Extended
20	ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$23,071.01	$23,071.01
21	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$3,189.53	$3,189.53
22	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,382.13	$1,382.13
23	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,807.41	$1,807.41
24	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$338.90	$338.90
25	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,063.18	$1,063.18
26	ONESolution Zetron 25 & 26 Station Toning Interface - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,315.68	$1,315.68
27	ONESolution MFR Client-Racial Profiling - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	50	$42.54	$2,127.00

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No	Date	Page
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	11/14/2020

	Description	Units	Rate	Extended
28	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	35	$106.26	$3,719.10
29	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	16	$71.76	$1,148.16
30	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	158	$31.89	$5,038.62
31	ONESolution Calls For Service - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$425.28	$425.28
32	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,382.13	$1,382.13
33	ONESolution Racial Profiling - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,063.18	$1,063.18
34	ONESolution RMS Training Module - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$956.84	$956.84
35	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$4,784.30	$4,784.30
36	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,794.12	$1,794.12
37	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$8,372.55	$8,372.55

Invoice

Invoice No	Date	Page
295074	10/15/2020	5 of 8

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	Net 30	11/14/2020

	Description	Units	Rate	Extended
38	ONESolution MCT Client AVL License - Annual Maintenance Fee	113	$31.89	$3,603.57
	Maintenance: Start:11/1/2020, End: 10/31/2021			
39	ONESolution CAD Client AVL License - Annual Maintenance Fee	8	$478.44	$3,827.52
	Maintenance: Start:11/1/2020, End: 10/31/2021			
40	ONESolution Jail Management System - Annual Maintenance Fee	1	$6,379.10	$6,379.10
	Maintenance: Start:11/1/2020, End: 10/31/2021			
41	ONESolution Incode Courts System Interface - Annual Maintenance Fee	1	$1,594.78	$1,594.78
	Maintenance: Start:11/1/2020, End: 10/31/2021			
42	ONESolution Incode Courts System Interface - Annual Maintenance Fee	1	$2,126.36	$2,126.36
	Maintenance: Start:11/1/2020, End: 10/31/2021			
43	ONESolution Mobile Server Software - Annual Maintenance Fee	1	$10,047.06	$10,047.06
	Maintenance: Start:11/1/2020, End: 10/31/2021			
44	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee	1	$5,847.48	$5,847.48
	Maintenance: Start:11/1/2020, End: 10/31/2021			
45	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee	113	$211.56	$23,906.28
	Maintenance: Start:11/1/2020, End: 10/31/2021			
46	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee	1	$1,169.51	$1,169.51
	Maintenance: Start:11/1/2020, End: 10/31/2021			

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5859LG	City of Joplin (OSSI)		USD	Net 30	11/14/2020

	Description	Units	Rate	Extended
47	ONESolution Mugshot Capture Station Software-Add'l - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$744.24	$744.24
48	ONESolution JMS VINE Interface - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$318.94	$318.94
49	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	113	$42.54	$4,807.02
50	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	113	$211.56	$23,906.28
51	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	148	$106.32	$15,735.36
52	ONESolution MFR Client-Citation - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	50	$106.32	$5,316.00
53	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	6	$71.76	$430.56
54	ONESolution CAD OpCenter - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$3,721.13	$3,721.13
55	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$3,721.13	$3,721.13
56	ONESolution Intelligence - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,594.78	$1,594.78

Invoice

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295074	10/15/2020	7 of 8

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5859LG	City of Joplin (OSSI)		USD	Net 30	11/14/2020

	Description	Units	Rate	Extended
57	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$2,657.96	$2,657.96
58	ONESolution Animal Control - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,594.78	$1,594.78
59	ONESolution CAD Client AVL License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	6	$478.44	$2,870.64
60	ONESolution CAD to ONESolution CAD Base Interface - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,416.78	$1,416.78
61	ONESolution Switch to Switch - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,416.78	$1,416.78
62	ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	2	$888.01	$1,776.02
63	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	2	$455.39	$910.78
64	ONESolution Gang - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,594.78	$1,594.78
65	ONESolution Notification - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$4,040.07	$4,040.07
66	ONESolution Multi-Jurisdictional Dispatch Option - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,435.29	$1,435.29

Invoice

Invoice No	Date	Page
295074	10/15/2020	8 of 8

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5859LG	City of Joplin (OSSI)		USD	Net 30	11/14/2020

	Description	Units	Rate	Extended
67	ONESolution Multi-Jurisdictional JMS Option - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,169.51	$1,169.51
68	ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	6	$932.95	$5,597.70
69	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	6	$358.83	$2,152.98
70	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:11/1/2020, End: 10/31/2021	5	$148.18	$740.90

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$248,480.28
Tax	$0.00
Invoice Total	$248,480.28
Payments Applied	$0.00
Balance Due	**$248,480.28**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020-010 – amending Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum, by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical Mineral Museum.

MEETING DATE
November 2, 2020

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
Council Bill No. 2020-010

REVIEWED BY
City Attorney: Peter Edwards; Parks & Recreation Director: Paul Bloomberg; CVB Director: Patrick Tuttle; Finance Director: Leslie Haase; City Manager: Nicholas Edwards.

SUMMARY
The following ordinance amends Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical and Mineral Museum.

BACKGROUND
The City Council recently voted to merge the Joplin Historical and Mineral Museum as a part of the Parks and Recreation Department. The following ordinance changes the name of the Tri-State Mineral Museum to the Joplin Historical and Mineral Museum and establishes an advisory board for the Museum. The Board will consist of seven members. The ordinance also specifies that the Director Emeritus of the Joplin Historical Mineral Museum, Brad Belk, may serve on the advisory board as a member for more than two terms. The other six members shall serve three year terms and for the initial appointment, they shall serve staggered terms. The Parks and Recreation Department Director, CVB Director and Museum Director shall be ex officio members of the board with no voting rights.

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2020-010 ORDINANCE NO.

AN ORDINANCE amending Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum, by repealing Article III, Tri-State Mineral Museum and enacting a new Article III, Joplin Historical and Mineral Museum.

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

Section 1. That Chapter 86, Parks and Recreation, Article III, Tri-State Mineral Museum be repealed, and a new Article III, Joplin Historical Mineral Museum is enacted in lieu thereof, as follows:

"ARTICLE III. JOPLIN HISTORICAL AND MINERAL MUSEUM

DIVISION 1. GENERALLY

Sec. 86-71. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the Joplin Historical and Mineral Museum Advisory Board.

Secs. 86-72—86-90. Reserved.

DIVISION 2. ADVISORY BOARD

Sec. 86-91. Membership.

The board shall be composed of seven members, including six members at large and the Director Emeritus of the Joplin Historical and Mineral Museum.

Sec. 86-92. Appointment of members.

The members of the board shall be appointed by the mayor, by and with the consent of the city council. The Director Emeritus of the Joplin Historical and Mineral Museum may serve for more than two successive full terms. The City Parks and Recreation Department Director, Convention and Visitors Bureau Director and Museum Director shall serve as ex officio, non-voting members.

Sec. 86-93. Term of members.

The members of the board shall serve for terms of three years each or until their successors are appointed and qualified, provided that the initial members shall be appointed in such a manner as to provide staggered terms.

Sec. 86-94. Vacancies.

Vacancies occurring in the membership of the board shall be filled for the unexpired term.

Sec. 86-95. Officers.

The board shall elect a chairman and vice-chairman and secretary to serve as its officers.

Sec. 86-96. Quorum.

A majority of the members of the board shall constitute a quorum for the transaction of business.

Sec. 86-97. Bylaws, rules and regulations.

The board may adopt bylaws, rules and regulations for its own procedure.

Sec. 86-98. Meetings.

The members of the board shall hold meetings when the need therefor arises.

Sec. 86-99. Purpose; duties.

The purpose of the board shall be to:

(1) Act in an advisory capacity in all matters pertaining to the Joplin Historical and Mineral Museum.

(2) Assist in the planning of a Joplin Historical and Mineral Museum Program, and promote and stimulate public interest therein, and, to that end, solicit to the fullest extent possible the cooperation of public and private agencies.

Secs. 86-100—86-120. Reserved."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-610 – Approving a Lease Agreement with Parkwood Tournament, LLC for various parks facilities.

MEETING DATE
October 19, 2020

ORIGINATING DEPT
Parks/Finance

ATTACHMENTS
CB 2020-610 Ordinance; Exhibit "A" Lease Agreement; Summary of Financial Impact; Parks Facilities Lease Agreement Presentation

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

SUMMARY
This Council Bill approves a lease agreement with Parkwood Tournament, LLC. for Joe Becker Baseball Stadium, Wendell Redden Stadium, Gabby Street Field and Bassman Softball Complex starting on February 1, 2021 through November 30, 2023. Bassman Softball Complex will only be leased Friday through Sunday during the lease term.

BACKGROUND
The City was recently approached by Parkwood Tournament LLC. with a proposal to lease various parks facilities thereby relieving the parks department of running concessions and certain facility maintenance requiring staff overtime. Currently, Joplin Sports Authority is given first rights to the facilities and reserves various dates. This group is a current user of the various park's facilities. The tenant will be required to continue ongoing relationships with other facility users by renting to them on available dates.

The tenant will pay $55,000.00 annually to lease the facilities, which will increase 3% in years two and three. Overall, the lease reduces direct costs in parks by approximately $27,000.00 annually, while also allowing the Parks Department to re-allocate $30,000 in seasonal staff wages to work on needed parks beautification.

The lease term is three years from February 1 through November 30 each year with an option to renew for one additional three-year time period. The City will have the right to terminate the lease at any time with six months' notice or if an affiliated, independent or semi-professional team agrees to play at Joe Becker Stadium with one-year notice.

FUNDING SOURCE
This item will result in overall savings to the parks fund.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to allow the tenant to schedule games and tournaments for 2021 and comply with the terms of the lease agreement.

PARKS FACILITIES LEASE AGREEMENT

OCTOBER 19, 2020

PROPOSAL

- **Recently, City was approached by a group to enter into a long-term lease agreement for various parks facilities**
- **Proposal will:**
  - **Generate guaranteed revenue for various park's facilities**
  - **Reduce overtime, seasonal staffing costs, and other operational costs in the parks department**
  - **Allow for the re-allocation of seasonal staffing to parks beautification needs**
- **Group will be required to continue ongoing relationships with other facility users**

LEASE AGREEMENT DETAILS

- **Tenant is Parkwood Tournament Company, LLC**
  - Mike Greninger, Bobby Landis, and Don Patty
- **Parks Facilities included in lease agreement:**
  - Joe Becker Stadium
  - Wendell Redden Stadium
  - Gabby Street Field
  - Bassman Softball Complex (limited to Friday through Sunday)
- **Lease Term:**
  - Commence on February 1, 2021 and end on November 30, 2023
  - Lease Period is February 1 through November 30

LEASE AGREEMENT DETAILS

- **Renewal Option:**
  - Option for one renewal period of 3 years with proper notice
- **Termination Option:**
  - City may terminate at any time, with or without cause, by giving 6 months written notice
  - City may terminate in the event an affiliated, independent or semi-professional baseball team agrees to play at Joe Becker Stadium by giving 1-year written notice

LEASE AGREEMENT DETAILS

Annual Rent

- Annual rent of $55,000 paid in monthly installments with first payment due upon execution of agreement
- In year 2 and 3, rent shall be increased 3% each year
- 10% late charge will be assessed if rent payment not received by the 10th of each month

Naming Rights

- City retains all naming rights

Advertising

- Tenant has all advertising rights and revenue; City reserves right to prohibit certain advertising

LEASE AGREEMENT DETAILS

- **Tenant Requirements for Facility Use by Other Parties:**
  - **Offer the facilities for third party use on any available dates**
  - **Make an available date calendar on or before October 31 each year**
  - **Work with existing facility users such as Joplin Sports Authority and the Outlaws**
  - **Use the existing City facility rate schedule for the first year of the lease; Parking fees will not be charged on any city-owned parking lot**
  - **City may use facilities for city-sponsored events on available dates**

LEASE AGREEMENT DETAILS

❖ Concession Facilities:

- Tenant has exclusive rights to concession facilities and revenue
- Tenant shall replace any future required concession equipment
- Tenant responsible for maintenance, repair, cleaning and security of concession areas

❖ Clubhouse:

- Tenant has exclusive rights to clubhouse
- City retains right to inspect facility

LEASE AGREEMENT DETAILS

❖ Tenant's Responsibilities:

- Perform all maintenance, service, cleaning and care of facilities
- Responsible for any required personnel or volunteers
- Responsible for ticket sales and entry gate
- Responsible for operational repairs resulting from damage caused by use
- Responsible for repairs under $1,000.00
- Prohibit metal cleats on turf and sunflower type seeds
- Prepare fields for games and tournaments on the weekends

LEASE AGREEMENT DETAILS

❖ **City's Responsibilities:**

- **Train tenant to maintain artificial turf**
- **Maintain roof, floor, walls and other structural parts of various facilities**
- **Mow grassy areas of facilities**
- **Prepare fields for games and tournaments during the week**
- **Responsible for repairs over $1,000.00**

PROJECTED FINANCIAL IMPACT

- Operational Loss is projected to decrease in year one by an average $27,000.00
- The value of re-allocating seasonal staff to parks beautification needs is $30,000.00
- Positive Net Benefit of $57,000.00

CITY OF JOPLIN
PARKS DEPARTMENT
FY 2017 THROUGH FY 2019

DESCRIPTION	FY 2019 AMOUNT	FY 2018 AMOUNT	FY 2017 AMOUNT	PROPOSED LEASE
REVENUES:				
BASEBALL FEES	46,559	35,879	29,912	-
SOFTBALL FEES	21,622	12,650	36,691	
CONCESSION INCOME	66,859	95,587	100,415	-
PROPOSED LEASE	-	-	-	55,000
REVENUES SUB-TOTAL	**135,040**	**144,117**	**167,018**	**55,000**
EXPENDITURES:				
WAGES & OVERTIME	57,224	71,335	69,561	-
FRINGE BENEFITS	7,239	9,024	8,799	-
HARDWARE SUPPLIES	-	695	621	700
OPERATIONAL SUPPLIES	2,684	1,648	926	-
RESALE CONCESSION SUPPLIES	32,862	45,379	48,856	-
LANDSCAPING MATERIALS	985	953	3,854	1,000
ELECTRIC CHARGES	45,204	43,455	44,280	45,000
GAS CHARGES	1,636	2,003	1,588	1,750
TELEPHONE CHARGES	1,352	1,272	1,302	1,300
WATER CHARGES	3,667	1,897	3,523	3,000
WASTEWATER CHARGES	1,940	1,717	1,546	1,750
SANITATION CHARGES	2,848	2,750	1,523	2,800
PROPERTY REPAIRS & MAINT	7,874	5,272	9,429	5,000
CENTRAL GARAGE REPAIRS	75	892	771	-
CONTRACTOR FEES	2,264	2,192	2,598	2,200
MAINTENANCE CONTRACTS	965	858	1,066	1,000
FEES & PERMITS	772	795	627	500
LIABILITY INSURANCE	14,630	11,774	14,871	14,500
OPERATIONAL EXPENSES SUB-TOTAL	**184,222**	**203,912**	**215,742**	**80,500**
OPERATIONAL PROFIT/(LOSS)	**(49,182)**	**(59,795)**	**(48,723)**	**(25,500)**
Re-purpose seasonal/part-time staff to beautification needs				**30,000**

*Revenue reflects only lease and rental related income from the proposed facilities.
**With proposal, staff can be utilized in other park areas, such as beautification needs.
***Concession staff paid from parks/stormwater sales tax.

QUESTIONS?

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of October, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "Landlord", and Parkwood Tournament Company, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Tenant".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant, the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term and Rent. Landlord leases to Tenant and Tenant leases from Landlord, the land and improvements, described as follows:

> All of Lots Numbered 11 to 22, both inclusive, except the West Thirty (30) feet of Lots Numbered 11, 12, 13, and 14, in TAYLOR'S Addition to East Joplin Landlord, now a part of the Landlord of Joplin, Jasper County, Missouri.

Commonly known as Joe Becker Baseball Stadium; and Wendell Redden Stadium, Gabby Street Field and the Bassman Softball Complex, (hereinafter referred to as the "Premises"), Joplin, Missouri. The term of this Lease shall commence on February 1, 2021 and shall end November 30, 2023, unless terminated earlier than that date in accordance with the terms in this Lease Agreement. Tenant's right to occupy, possess, and use the Premises is limited to the period between February 1 and November 30 of each year. Tenant's right to occupy, possess, and use Bassman Complex is further limited to the period between Friday and Sunday. Tenant shall use the premises only for the purpose of playing baseball and softball, baseball and softball practice, promotional events, ticket and merchandise sales, and related baseball/softball events. Tenant must obtain prior written approval from Landlord for any non-baseball events. Tenant shall be allowed to occupy and use the clubhouse for business operations upon execution of this Agreement, as set forth in Section 4., below.

a. Annual Rent. Tenant shall pay to Landlord annual rent in the amount of Fifty-Five Thousand and 00/100 Dollars ($55,000.00) in monthly payments of Six Thousand One Hundred Eleven and 11/100 Dollars ($6,111.11) due on the first day of each month between February 1 and October 1 of each year. For the first year, the annual rent payment of $55,000.00 shall be due upon execution of this Agreement. In year 2 and 3, rent shall be increased by three percent (3%) each year.

b. Renewal Option. Tenant shall have the right to extend the term for one (1) renewal period of three (3) years under the same terms and conditions by written notice to Landlord given One Hundred Twenty (120) days prior to the expiration of the term. no earlier than 18 months nor later than 12 months prior to the expiration of the Term; provided, however, that at the time of such notice and at the commencement

of the Renewal Period, (a) Tenant remains in occupancy of the Demised Premises, and (b) no uncured Event of Default exists hereunder (and no condition exists which, with the passage of time and/or giving of notice, would be an Event of Default). The Renewal Period shall commence upon the expiration date of the initial Term.

c. Late Payment of Rent. Tenant shall pay a late charge of ten percent (10%) of any Rent not received by Landlord by the tenth day after it is due.

d. Landlord shall have the right to terminate this Lease Agreement in the event an affiliated, independent or semi-professional baseball team agrees to come to the Joplin market and play at Joe Becker Stadium, by giving 365 days' notice to Tenant.

e. Landlord may terminate this Lease Agreement at any time, with or without cause, by giving six (6) months written notice to Tenant.

2. Naming Rights. Landlord retains the exclusive right to sell, license or otherwise grant the naming rights to some or all of the stadium or any part of the Facility (the "Name"),

3. Advertising. Tenant shall have the exclusive right to post, exhibit or display any Advertising at the Stadium. Tenant shall have the responsibility for and shall be the exclusive agent for the sale and marketing of all fixed and permanent advertising in the Stadium and all temporary advertising for events sponsored by Tenant. In addition, Tenant may enter into marketing and advertising agreements with third parties, setting forth the consideration for, the manner and the method of such advertising and marketing arrangements. Tenant shall have the right to negotiate, execute and perform any and all contracts, use agreements, licenses and other agreements for the use of advertising space within the Stadium or any part thereof and all advertising rights of whatever kind or nature related thereto. All revenues derived from advertising rights or licenses shall, except as otherwise provided in this Agreement, be the property of Tenant. Landlord reserves the right to disapprove and thus prohibit any advertising for the Facility that the City Council or the City Manager, reasonably but in their sole discretion, deems in bad taste or offensive to the City's image, or in their reasonable opinion is a source of embarrassment to the City. No tobacco, vaping or alcoholic beverage company shall be allowed.

4. Third Party Use. Tenant shall make the Stadium available for third party use on any dates that it does not have a scheduled game or event. Tenant shall make its schedule for the following calendar year available to the City and other third-party users once it is available on or before November 30, 2020 for the first year of this agreement, and by October 31st for each year thereafter. Tenant shall make a good faith effort to work with these third-party users to schedule their events with the expectation that these users will be able to utilize the facilities as they currently do. Third-party users include high school baseball, Joplin Sports Authority events, and the Outlaws Baseball organization. Tenant agrees to honor all contracts that the Joplin Sports Authority has with their customers for the duration of this Agreement. Tenant agrees to use the current rent charges used by the Landlord for third-party users in year one and after that the parties agree to evaluate the rent charges in comparison to other local baseball facilities. Tenant shall keep

all rental revenue. The current rent charges are $75.00 per game for a high school or JSA event game, and $200 per game for college or Joplin Outlaws games. Fees for any other users may be established by Tenant. Parking fees shall not be charged for city-owned parking lots for these events. The City may use the Stadium for City-sponsored events each year on days that are not in conflict with the Tenant's baseball games or any previously scheduled third-party events or special events.

5. Concession Facilities. Tenant shall have exclusive use of the concession facilities during the term of the Lease as defined herein. Such right shall include the level of service, definition of the menu and pricing, selection of suppliers and vendors and subletting of concession services. Tenant shall be responsible for the replacement of or any additional concession equipment required in the future. Tenant shall use the Landlord-owned concession equipment, but must maintain equipment. Tenant is responsible for maintenance, repair, cleaning, and security of the concession areas during this time period. Maintenance is defined as keeping the premises clean and keeping all items, fixtures, and buildings in good working order and condition. Tenant may contract out concession services. Landlord shall not operate or staff concessions. Tenant is responsible for maintaining concession facilities in compliance with all applicable city ordinances.

6. Clubhouse. Subject to the terms of this Lease Agreement and Tenant not being in default, Tenant shall have exclusive use of the Clubhouse year-round, including limiting access to the facility. Landlord shall have the right to inspect the facility upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant. Landlord workers may not enter the Clubhouse building without written permission of Tenant at any time, unless an emergency exists, at which time Tenant will be immediately notified. Tenant shall be able to begin utilizing the Clubhouse for business operations on February 1, 2021 and shall be responsible for all utilities for the incurred for the Clubhouse beginning February 1, 2021.

7. Parking Lots. Tenant shall be permitted to use the Landlord's parking lots to the South of Joe Becker Stadium and to the West of the Stadium during home games and other scheduled entertainment events each year. Tenant shall be responsible for the general maintenance of the Stadium parking areas during this time. This includes trash and litter pickup and removal and overall cleaning.

8. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord consent in writing shall be void.

9. Use of Premises by Tenant. Tenant shall use the leased premises for baseball and non-baseball events deemed necessary by the Tenant with the exception of events that could cause substantial damage to the field unless such damage would be repaired at the cost of the Tenant. Play may extend beyond 11:00 p.m. All field lights shall be turned off as soon as practicable thereafter. Tenant shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as are required for the proper operation of Tenant's business.

10. Tenant's Responsibilities. It is the intent of the parties that Tenant perform all maintenance, service, cleaning and care for the premises unless said duties are expressly designated to Landlord under this Agreement. This Agreement is conditioned upon Tenant's assurances that the subject ballfields and facilities shall be operated solely by Tenant and no other person, corporation, association, or legal entity whatsoever. All of Tenant's personnel and volunteers, such as, but not limited to, players, administration, umpires, scorekeepers, and ball shags, shall be the sole responsibility of Tenant. Tenant shall be responsible for ticket sales and collecting tickets at the gate and shall be entitled to all proceeds therefrom, excepted as provided for in this Agreement. Additionally, Tenant, at its own expense, shall maintain premises in its present condition:

a. Tenant shall, at its own expense, care for and maintain leased premises in a reasonably safe and serviceable condition. Tenant will not permit the premises to be damaged or depreciated in value by any act or negligence. Tenant shall use due diligence to keep faucets closed so as to prevent waste of water and flooding of premises and to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. Tenant shall make no structural alterations or improvements without written approval of the Landlord. Any construction or improvements made to the Stadium, improvements, and real estate shall remain the sole property of the Landlord.

b. Tenant shall make operational repairs to equipment and buildings as needed for damage caused by Tenant's use of the Stadium.

c. Tenant shall make operational repairs to fencing for damage caused by Tenant use of the Stadium. Tenant is responsible for and agrees to keep the club house, restroom, concession, luxury boxes and the stadium facilities in a clean and sanitary condition. This may require regular cleaning and sanitizing by Tenant.

d. Tenant shall not allow trash of any kind to accumulate on said premises on the grounds, or the front, side, or rear thereof.

e. Tenant shall be responsible for any maintenance or repair expenses under $1,000.00. Landlord shall be responsible for all maintenance and repair expenses exceeding $1,000.00.

f. On the last day of the term, Tenant shall return the facility to the Landlord in the same condition as the first day of the term, normal wear and tear excluded. Tenant shall not be obligated to paint the facility.

g. Landlord shall train Tenant on how to maintain the artificial turf and Tenant shall perform maintenance on the turf as recommended by the manufacturer as well as other required maintenance for the facilities.

h. Tenant shall prohibit the use of metal cleats on the artificial turf areas of the field, including but not limited to, the pitcher's mound and batter's box.

i. No sunflower seeds or seeds of any kind shall be allowed at any of the facilities.

11. Landlord's Responsibilities.

a. Landlord shall keep the roof, structural part of the floor, walls, and other structural parts of the Stadium and building, and field lights in working order. Landlord shall have the right to enter the premises during normal business hours, when accompanied by Tenant's staff, to inspect the grounds to determine compliance with the Tenant's obligations. Landlord shall maintain the turf, which means mowing, fertilizing, aerification, irrigating and disease, weed and pest control. Landlord will mow all areas outside of the Stadium.

b. Landlord will mow areas on Monday, Wednesday and Friday depending on the weather and tournament and game schedules. For weekday games, Landlord will prepare the fields games and tournaments, and this will include lining the foul lines and batters' boxes at Joe Becker, Wendell Redden and Bassman. Landlord shall not be responsible for any field preparation for weekend events (Friday through Sunday).

12. Fixtures and Alterations. Any improvements made by the Tenant that attach to the premises shall become the property of the Landlord.

13. Insurance.

a. Liability, Property and Personal Injury. Tenant shall, during the entire term of this Lease, procure and keep in full force and effect, policies of public liability, bodily injury including personal injury, death and property damage insurance with respect to the leased premises and the business operated by Tenant in the leased premises, on an occurrence basis, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 per occurrence / $2,000,000.00 general aggregate. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord upon execution of this Lease Agreement.

b. Business interruption. Tenant may procure and maintain in full force and effect, commencing on the date of this Agreement and continuing through the term of this Lease, at Tenant's sole cost and expense, use and occupancy or business interruption or lost income insurance against all risk perils including flood, earthquake and terrorism, including extra expense coverage in an amount equal to no less than the annual rent payment due to the Landlord for the period of time estimated to repair or rebuild the facility after substantial damage to the Facility, plus an extended period of indemnity of not less than one hundred eighty (180) days, including contingent business interruption insurance within the business interruption insurance coverage at a sublimit of not less than $200,000.00 and indemnity period equal to that of the business interruption insurance indicated above.

c. Workers' Compensation. Tenant shall procure and maintain in full force and effect from and after the date of this Agreement, and during the term of this Lease at Tenant's sole cost and expense, workers' compensation insurance as required by the State of Missouri or

Texas. Additionally, Tenant shall procure and maintain in full force and effect during the entire term of this Lease at Tenant's sole cost and expense, employer's liability coverage of not less than $1,000,000.00. Tenant shall provide Landlord with proof of worker's compensation insurance each year.

14. Environmental Provisions. Tenant covenants and agrees, effective as of the date of this Lease and continuing during the term thereof, as follows:

a. The use and operation of the demised premises shall at all times be in full compliance with the then-applicable Environmental Law;

b. Neither Tenant nor any other person shall bring onto, use, store, generate, or transport any Hazardous Materials in, on or under, the Demised Premises except in a reasonable and prudent manner so as to prevent the release or threat of release of any hazardous material on, onto, or from the demised premises and except in compliance with applicable Environmental Law;

c. Neither Tenant nor any other person shall treat, process, dispose of, recycle, or incinerate any hazardous materials on the demised premises.

15. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless, Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs 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 Landlord, its agents or employees, or Tenant, 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 Lease or any work done thereunder or business carried on by Tenant.

16. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within three hundred sixty-five (365) days, then this Lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such three hundred sixty-five (365) days. In the event Landlord determines that the premises cannot be rebuilt or restored within three hundred sixty-five (365) days as provided hereinabove, then it shall give written notice of this decision to Tenant within fifteen (15) days from the date of the happening of such casualty, and this Lease shall terminate.

17. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than ten (10) days after written notice of such default shall have been given to Tenant, then Landlord, after the expiration of a seven (7) day right-to-cure period, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and

property from the leased premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this Lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this Lease.

18. Right of Entry. Landlord or Landlord's agents shall have the right to enter the leased premises upon written request, and 48 hours minimum notice, and accompanied by a representative of Tenant to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, and Landlord shall have the right to enter the premises to conduct routine health inspections and other inspections as deemed necessary by Landlord.

19. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease. Tenant agrees to indemnify Landlord for any and all costs and expenses, including attorneys' fees in any lawsuit against Tenant.

20. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the

Landlord as follows:

City of Joplin, Missouri
Office of the City Manager
602 South Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Parkwood Tournament Company
Attention: Mike Greninger
Email: q6217dos@laquinta.com

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

21. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease 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. This provision shall not apply to changes of address for forwarding of notice or rental payments.

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

23. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations and keep in effect at all times, all material permits, licenses, and contractual arrangements as may be necessary to operate as a First Class Operation.

24. 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.

25. 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. Venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

26. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

27. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

28. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the Landlord or upon expiration of this lease.

29. Mediation. Disputes, controversies, and claims arising under, out of or relating to this Lease Agreement and any subsequent amendments of, or in relation therein, including, but not limited to, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, and operation of the Stadium shall first be submitted to a licensed mediator or attorney agreed on by the parties. The parties shall make a good faith effort to resolve disputes first through mediation. However, in instances whereby litigation is necessary because an injunction and other equitable relief is sought by one of the parties, this mediation clause shall not preclude litigation in those instances. In all other instances, the parties agree that mediation shall be a condition precedent to litigation.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI, a
Municipal Corporation

By: _____
Nicholas Edwards,
City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

"**LANDLORD**"

PARKWOOD TOURNAMENT COMPANY LLC, a Missouri Limited Liability Company

By: _____
Mike Greninger, Managing Member

ATTEST:

_____

"**TENANT**"

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2020, before me appeared Nicholas Edwards, to me known to be the City Manager of the City of Joplin, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council for the consideration stated therein and no other, and said Nicholas Edwards acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

_____
Notary Public

My commission expires:

_____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2020, before me appeared Mike Greninger, to me known to be the Managing Member for Parkwood Tournament Company, LLC, a Missouri Limited Liability Company, for the consideration stated therein and no other, and said Mike Greninger acknowledged said instrument to be the free act and deed of said Company, and that the allegations contained therein are true.

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

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2020-610 **ORDINANCE NO.**

AN ORDINANCE approving a Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC, to lease various parks facilities; authorizing the City Manager to execute said Lease Agreement 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 Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC. to lease various parks facilities, 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 Lease Agreement, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____ 2020, by a vote of

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney