JOPLIN CITY COUNCIL
REGULAR MEETING
MONDAY, NOVEMBER 15, 2021
5TH FLOOR COUNCIL CHAMBER
602 S. MAIN ST.
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

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

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

AGENDA

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. RAISE (Refugee And Immigrant Services & Education) Update
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Department Update
   2. Response & Recovery Plan Update
   3. News From The Public Information Office
6. **Citizen Requests And Petitions**
7. **Public Hearings**
8. **Consent Agenda**
   1. Minutes Of The November 1, 2021 City Council Meeting

      Documents:

      NOV. 1. 2021.PDF

   2. Minutes Of The November 8, 2021 Special City Council Meeting

      Documents:

      SPEC. MTG. NOV. 8.PDF

   3. COUNCIL BILL NO. 2021-166
      AN ORDINANCE approving an agreement and work authorization with Burns and McDonnell in the not to exceed amount of Ninety-Six Thousand Four Hundred Fifty and 00/100 Dollars ($96,450.00) for professional engineering consulting services for preparing the City of Joplin's Solid Waste Masterplan;

authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021.

Documents:

CB2021-166.PDF

4. COUNCIL BILL NO. 2021-287
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 (Heavy Industrial) and including in District R-3 (Apartment House) property as described below and located at approximately 550 feet South of the intersection of S. Rex Ave and E. 13th Street, in the City of Joplin, Jasper County, Missouri.

Documents:

CB2021-287.PDF

5. COUNCIL BILL NO. 2021-288
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-2 (Two- Family Residential) and including in District R-3 (Apartment House) property as described below and located at 3431 E 10th Street, City of Joplin, Jasper County, Missouri.

Documents:

CB2021-288.PDF

6. COUNCIL BILL NO. 2021-289
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O (Non-retail Commercial) and including in District C-3 (Commercial) property as described below and located at approximately 175 feet of the intersection of S. Connecticut Ave and E. 24th Street.

Documents:

CB2021-289.PDF

7. COUNCIL BILL NO. 2021-290
AN ORDINANCE providing to vacate approximately 700 feet East of the intersection of E. 9th Street and S. Rex Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB2021-290.PDF

9. Resolutions

1. RESOLUTION NO. 2021-019
A RESOLUTION authorizing the signing of the Joplin HOME Consortium American Recovery Plan Federal Assistance Agreement with the U.S. Department of Housing and Urban Development as required for HOME ARP implementation as outlined in CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program.; and authorizing the City Manager to sign said agreement for and on behalf of the City of Joplin.

Documents:

RS 2021-019 HOME ARP GRANT AGREEMENT.PDF
RS 2021-019 HOME ARP GRANT TRANSMITTAL LETTER.PDF
RS 2021-019 SUMMARY.PDF
RS 2021-019.PDF

2. RESOLUTION NO. 2021-020

A RESOLUTION approving a request of the appointment of a member of the Board of Directors of the 32nd Street Place Community Improvement District.

Documents:

RESOLUTION 2021-020 SUMMARY 32ND STREET PLACE CID BOARD APPOINTMENT.PDF
RESOLUTION 2021-020 32ND STREET PLACE CID BOARD APPOINTMENT.PDF

3. RESOLUTION NO. 2021-021
A RESOLUTION establishing a "Proposition Action Implementation and Oversight Committee".

Documents:

RESOLUTION NO. 2021-021_ESTABLISHING A PROPOSITION ACTION IMPLEMENTATION-OVERSIGHT COMMITTEE 11 10 2021..PDF

4. RESOLUTION NO. 2021-022
A RESOLUTION establishing a Memorial Hall Citizens Committee to assist with the April, 2022 election relating to the proposed Bond issue for the reconstruction, renovation, expansion and improvements for Memorial Hall.

Documents:

RS2021-022 .PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2021-010
AN ORDINANCE repealing Ordinance 2021-079; and, containing an emergency clause.

Documents:

CB2021-010 REPEALING ORD. 2021-079-11082021131056.PDF

2. COUNCIL BILL NO. 2021-170
AN ORDINANCE approving a Purchase Order to be issued to Fabick Cat in the amount of Two Hundred Twenty-Two Thousand, Seven Hundred and 00/100 Dollars ($222,700.00) for the purchase of a Small Wheel Loader with Coupler; and containing an emergency clause.

Documents:

COUNCIL BILL 2021-170 SMALL WHEEL LOADER WITH COUPLER.PDF
JOPLIN CITY 938 QUOTE WITH COUPLER.PDF
SUMMARY SHEET 2021-170 SMALL WHEEL LOADER WITH COUPLER.PDF

3. COUNCIL BILL NO. 2021-171
AN ORDINANCE approving a Purchase Order to be issued to Fabick Cat in the amount of Two Hundred Eighteen Thousand, Six Hundred Seventy and 00/100 Dollars ($218,670.00) for the purchase of a Small Wheel Loader; and containing an emergency clause.

Documents:

COUNCIL BILL 2021-171 SMALL WHEEL LOADER.PDF
JOPLIN CITY 938--NO COUPLER QUOTE.PDF
SUMMARY SHEET 2021-171 SMALL WHEEL LOADER.PDF

4. COUNCIL BILL NO. 2021-457
AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2021 and running through September 30, 2022, for the amount of up to Thirty Two Thousand, Five Hundred Eighty-Four Dollars and Seventy-Two Cents ($32,584.72), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2021-457-SUMMARY SHEET.PDF
CB2021-457-COUNCIL BILL.PDF
CB2021-457-SUPPLEMENTAL ITEM CONTRACT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-529
AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2021-529 SUMMARY CHAPTER 34 CEMETERIES CODE FEE CHANGES.PDF
CB 2021-529 CHAPTER 34 CEMETERIES FEE CHANGES.PDF

2. COUNCIL BILL NO. 2021-530
AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2021-530 SUMMARY CHAPTER 30 BUSINESS LICENSE CODE FEE CHANGES.PDF
CB 2021-530 CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF

3. COUNCIL BILL NO. 2021-531
AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin; and, enacting Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2021-531 SUMMARY CHAPTER 86 PARKS CODE FEE CHANGES.PDF
CB 2021-531 CHAPTER 86 PARKS FEE CHANGES.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

Together we are ready for anything.

JOPLIN CITY COUNCIL
NOVEMBER 1, 2021
MEETING MINUTES

CALL TO ORDER

The November 1, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

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

PRESENTATIONS - None

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Downtown Joplin Alliance Update

DJA President Lori Haun presented a slide show to highlight some of the updates since her last report in June.

Health Dept. Update

Health Director Ryan Talken provided the following updates: the number of new Covid cases remain flat. Statewide, there is a decrease in cases. There are 29 hospitalizations, 11 are Joplin citizens. Vaccination clinics continue to be offered through the Joplin Health Department. No recommendations at this time other than the standard protocols of good hygiene.

News from Public Information Officer, Lynn Onstot

Main Street from 4th Street to 7th Street will be closed from 7 a.m. to 12 noon on Thursday, November 4 to through traffic. This closure will allow for the City to bring in a crane for maintenance workers to access the roof and flagpoles on top of City Hall. Drivers should use streets east or west of Main Street during this brief closure and remain cautious as they near the detours. The City appreciates everyone's patience.

American Legion Post 13 will host Joplin's 33rd annual Veterans Day Parade on November 13. The parade begins at 10 a.m. and will feature marching bands, vintage cars, service vehicles, flag and drill teams, and veterans. The parade runs from 15th Street to 2nd Street on Main Street.

A Paper Shredding Event is set for Saturday, November 20 from 8 a.m. to 10 a.m. at the Joplin Recycling Center, 1310 West A Street. Large amounts of paper can be shredded quickly at no cost to area residents. The document shredding company, Midwest Fibre, will have their mobile shred truck at the Center. This event is free and open to all residents. The event is sponsored by

the Region M Solid Waste Management District, Joplin Recycling Department, and the Missouri Department of Natural Resources.

Joplin Parks and Recreation will again host the Holiday Tree Trail along the trail at Mercy Park from November 30 through December 31. Tree entries for the Holiday Tree Trail are available. It is a unique opportunity for area businesses, organizations, and groups to highlight their mission and services in a highly visible area during the holidays. The kickoff event for the Holiday Tree Trail will be held from 6 to 8 p.m. on Tuesday, November 30. Guests are invited to walk the trail during park hours, from 7 a.m. to 11 p.m. They can vote for their favorite tree through Dec. 22. Parks and Rec will recognize the tree winners on December 23. For more information about the event or tree sponsorship, please call Joplin Parks and Recreation at 417-625-4750 or email parks@joplinmo.org.

The City of Joplin and Freeman Health System announced the theme of the 51st Annual Joplin Christmas Parade – Cruisin' to Christmas. This year's parade will be at 6 pm on Tuesday, December 7. The parade will move down Main Street from 15th Street to 3rd Street. As host of the event, Freeman is coordinating parade entries. For more information about this, please contact Freeman at 417-347-4624 or email joplinchristmasparade@freemanhealth.com. Event information and registration is also available at Jomoparade2021.eventbrite.com. For more information about these announcements, or other City news, please visit our website at joplinmo.org or the City's Facebook page.

CITIZEN REQUESTS AND PETITIONS
Abbie Covington requested to speak on Joplin Police & Fire and the funding from Proposition B.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing For Resolution No. 2021-017
Mayor Stanley opened the Public Hearing.

No one spoke in spoke in favor or in opposition to this item.

The Public Hearing was closed.

(P&Z reported a protest occurrence of 6.7439% for this resolution)

Mr. Monteleone introduced Resolution No. 2021-017 - a resolution granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 416 S. Florida Ave., in the City of Joplin, Jasper County, Missouri. Motion by Mr. Monteleone, second by Ms. Williams to approve Resolution No. 2021-017. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Stanley, and Williams, 6. Nays: Lawson, Shaw, and Stinnett, 3. **Resolution No. 2021-017** was approved.

Public Hearing for Council Bill No. 2021-287
Mayor Stanley opened the Public Hearing

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-287

Mr. Monteleone introduced Council Bill No. 2021-287 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 (Heavy Industrial)and including in District R-3 (Apartment House) property as described below and located at approximately 550 feet South of the intersection of S. Rex Ave and E. 13th Street, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2021-287 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-287**.

Public Hearing for Council Bill No. 2021-288

Mayor Stanley opened the Public Hearing

Jim Satlak spoke in favor of this item. He is the property owner and wants to build a fourplex.

No one spoke in opposition.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-288

Mr. Cortez introduced Council Bill No. 2021-288 - 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-2 (Two- Family Residential) and including in District R-3 (Apartment House) property as described below and located at 3431 E 10th Street, City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Lawson to pass Council Bill No. 2021-288 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-288**.

Public Hearing for Council Bill No. 2021-289

Mayor Stanley opened the Public Hearing

John Hyman, (realtor) and TJ Ghandi, owner of the proposed store, spoke in favor of this item.

No one spoke in opposition.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-289

Mr. Monteleone introduced Council Bill No. 2021-289 -an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O (Non-retail Commercial) and including in District C-3 (Commercial) property as described below and located at approximately 175 feet of the intersection of S. Connecticut Ave and E. 24th Street. Motion by Mr. Monteleone, second by Mr. Cortez, to pass Council Bill No. 2021-289 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-289**

Public Hearing for Council Bill No. 2021-290

Mayor Stanley opened the Public Hearing

Jim Satlak spoke in favor of this item. He is the owner of the property and supports the vacation.

No one spoke in opposition.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-290

Mr. Lawson introduced Council Bill No. 2021-290 - an ordinance providing to vacate approximately 700 feet East of the intersection of E. 9th Street and S. Rex Ave., City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Shaw, to pass Council Bill No. 2021-290 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-290.**

Mr. Stinnett asked if the City could require the owner or other representative of proposed re-zoning to be present at the city council meetings. Mayor Stanley stated he would discuss this with the city manager.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Lawson 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 18, 2021 City Council Meeting

Minutes of the October 26, 2021 Special Meeting

COUNCIL BILL NO. 2021-003 – an ordinance amending Chapter 114, "Traffic," by enacting a new Article XII, "Utility Vehicles." **Ordinance No. 2021-153**

COUNCIL BILL NO. 2021-406 - an ordinance approving an Agreement between the City of Joplin, Missouri, and Owen & Eastlake Ltd.; authorizing the City Manager or his designee, Director of Planning, Development and Neighborhood Services, to execute same on behalf of the City. **Ordinance No. 2021-154**

RESOLUTIONS

RESOLUTION NO. 2021-018

Michael Hawley requested to speak on this item. He asked Council to consider tabling the item in order to allow him to do more research on the resolution.

Mr. Cortez introduced Resolution No. 2021-018 - a resolution authorizing the City of Joplin to enter into Memorandum of Understanding with the National Institute of Standards (NIST) Engineering Laboratory and the Center for Risk-Based Community Resilience Planning (CoE) to collaborate on the development and validation of a Community Resilience Planning Guide for buildings and infrastructure and for the development and validation of the Interdependent Networked Community Resilience Modeling Environment (IN-CORE) software program to help communities optimize community resilience planning and post disaster recovery. Motion by Mr. Cortez, second by Mr. Copple to approve Resolution No. 2021-018. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adam, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Resolution No. 2021-018** was approved.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-525

Mr. Stinnett introduced Council Bill No. 2021-525 - an ordinance approving a Contract by and between the City of Joplin and Symetra 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. Stinnett, second by Mr. Copple that Council Bill 2021-525 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-155**

COUNCIL BILL NO. 2021-528

Mr. Copple introduced Council Bill 2021-528 - an ordinance adopting and establishing pay rates for certain Unclassified Council Employees; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2021-528 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. 2021-156**

COUNCIL BILL NO. 2021-610

Mr. Cortez introduced Council Bill No. 2021-610 - 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 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill 2021-610 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-157**

COUNCIL BILL NO. 2021-611

Dr. Reid Adams introduced Council Bill No. 2021-611 - an ordinance authorizing the City of Joplin to enter into an agreement with MacQueen Equipment LLC; DBA MacQueen Emergency Group., a Missouri Corporation, for the purpose of purchasing one (1) new Pierce Enforcer Aerial 107' Ascendant with rear-mount aerial for the not to exceed price of One Million One Hundred Twenty-Four Thousand Dollars and No Cents ($1,124,000.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-150 on October 18, 2021; and, containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill 2021-611 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-158**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-166

Mr. Monteleone introduced Council Bill No. 2021-166 – an ordinance approving an agreement and work authorization with Burns and McDonnell in the not to exceed amount of Ninety-Six Thousand Four Hundred Fifty and 00/100 Dollars ($96,450.00) for professional engineering consulting services for preparing the City of Joplin's Solid Waste Masterplan; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the

Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill 2021-166 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-166**

UNFINISHED BUSINESS - None

NEW BUSINESS
Additional Requests to Address Council - None

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(2)(3) RS Mo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Monteleone, second by Mr. Cortez 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 7:44 p.m.

Respectfully,

Barbara Gollhofer, City Clerk, MPCC

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
NOVEMBER 8, 2021

CALL TO ORDER

The November 8, 2021 Special Meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

READING OF THE SPECIAL CALL was read by City Clerk Barbara Gollhofer: Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 6:00 p.m. on Monday, November 8, 2021 in the 5th Floor Council Chambers, 602 S. Main Street to receive the results of the November 2, 2021 Special Election. The City Council will adjourn to a Work Session after the Special Meeting.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, 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. Absent: Anthony Monteleone. Motion by Mr. Cortez, second by Mr. Lawson to excuse Mr. Monteleone. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0.

OFFICIAL RESULTS OF THE NOVEMBER 2, 2021 SPECIAL ELECTION

The City Clerk's office received the official results of the November 2, 2021 Special Election as certified by the Jasper and Newton County Clerks and on file in the Office of the City Clerk. For the City of Joplin's Proposition Action, which would impose a local use tax, it is found and declared that the results are as follows: **Yes: 1,705 No: 1,611**

The measure needed a simple majority for passage. Proposition Action was approved by a majority of votes received and we anticipate commencing on January 1, 2022, as long as the State receives the paperwork by next Tuesday, November 16, 2021. For the record, there were 31, 958 registered voters eligible to vote in this election.

Respectfully submitted, Barbara Gollhofer, City Clerk

Motion by Mr. Shaw, second by Mr. Copple to accept the November 2, 2022 election results as submitted. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Monteleone, 1.

Adjourn to Work Session

Motion by Mr. Cortez, second by Mr. Shaw to adjourn to the work session. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Monteleone, 1.

The meeting adjourned to the Work Session at 6:04 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-166 – approving an agreement and work authorization with Burns & McDonnell for professional engineering consulting services for preparing the City of Joplin's Solid Waste Masterplan.

MEETING DATE
November 1, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2021-166 Ordinance, agreement, Work Authorization, Scoring Sheet, Submittals

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement and work authorization with Burns & McDonnell in the not to exceed amount of Ninety-Six Thousand Four Hundred Fifty and 00/100 Dollars ($96,450.00) for professional engineering consulting services for the update of the City of Joplin's Solid Waste Masterplan.

BACKGROUND
On May 19th of this year, Staff published a Request for Qualifications for the development of a Comprehensive Solid Waste Master Plan. The City of Joplin was looking for a firm that would evaluate the current Solid Waste System including plans, contracts, trends, policies, and regulations. Moreover, as part of this evaluation process, Staff is needing to collect input data pertaining to the Solid Waste System from both stakeholders and shareholders of our city. Ultimately, Staff is looking to develop established goals, which could be strived towards and embedded within the Solid Waste Master Plan, which will benefit the community. Additional goals and plans will be developed after conducting public meetings with stakeholders and the general public in order to acquire feedback on potential solid waste issues affecting citizens and how to better provide services to them. City staff used the procurement process to request qualifications and conducted interviews with four of the firms that submitted RFQ's. The Solid Waste Advisory Committee reviewed packages after receiving the RFQ's, gave feedback to staff and voted to select Burns & McDonnell during a Special Solid Waste Commission meeting on July 28th. Staff has reviewed the qualifications and submittal by Burns and McDonnell and find them to be within industry standards.

FUNDING SOURCE
Solid Waste Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

The City of Joplin released a Request for Qualifications for development of a Comprehensive Solid Waste Master plan on May 19th, 2021. We received (7) Statements of Qualifications of Qualifications by the response due date, June 9th, 2021. We received SOQs from RRT, GREDELL Engineering Resources, Inc., Tetra Tech, MSW Consultants, Burns & McDonnell, NewGen Strategies & Solutions, and Engineering Solutions & Design, Inc.

A SOQ review committee was formed that included Assistant Director of Public Works Lynden Lawson, Director of Public Works David Hertzberg, Civil Engineer I Stormwater Steven Martinez, Assistant Director of Public Works Dan Johnson, and Recycling Coordinator Lindsey James. Members individually reviewed and ranked all SOQs. On July 8th, 2021 the review committee met and combined rankings. Anonymous rankings can be seen below, with 1 being most preferred and 7 being least preferred:

	Gredell	RRT	Burns & McDonnell	MSW	NewGen	Engineering Solutions & Design, Inc	Tetra Tech
Member 1	1	3	4	2	6	5	7
Member 2	2	4	1	3	5	6	7
Member 3	1	2	3	4	5	6	7
Member 4	3	1	4	5	7	2	6
Member 5	1	5	2	3	6	4	7
TOTALS	8	15	14	17	29	23	34

Figure 1

Rankings were added up, and the selection group decided to interview companies with the 4 lowest (best) total scores: Gredell (8 points), RRT (15 points), Burns & McDonnell (14 points), and MSW (17 points). Gredell, RRT, Burns & McDonnell, and MSW were invited to interview and encouraged to create a 30-minute presentation and allow 15 minutes for questions. Interviews were conducted Thursday and Friday, July 15th and 16th. On July 16th, after all interviews, the review committee individually ranked the interviewees, with 1 being the most preferred to contract and 4 being the least preferred, as seen in Figure 2.

	Gredell	RRT	MSW	Burns & McDonnell
Member 1	2	4	3	1
Member 2	4	2	3	1
Member 3	4	2	3	1
Member 4	4	3	2	1
Member 5	4	3	2	1
TOTALS	18	14	13	5

Figure 2

Burns & McDonnell was unanimously selected as the most preferred to hire for the Solid Waste Master Plan.

October 25, 2021

Mr. Lynden Lawson
Assistant Director of Public Works - Operations
602 S Main Street
Joplin, Missouri 64801

Re: **Budget Proposal for a Comprehensive Solid Waste Master Plan**

Dear Mr. Lawson:

Burns & McDonnell appreciates the opportunity to work with the City of Joplin (City) on the development of a comprehensive Solid Waste Master Plan (Plan, SWMP) and an Energy Efficiency and Diversification Evaluation (Evaluation, Energy Evaluation). Per our discussions, we have developed this budget proposal for the SWMP and Energy Evaluation.

Solid Waste Management Plan Scope

The scope of work for the SWMP is outlined in the Qualifications for Development of a Comprehensive Solid Waste Master Plan submitted to the City on June 9, 2021 by Burns & McDonnell. A summary of these services includes evaluating the City's existing solid waste system, conducting community stakeholder engagement, and setting goals and priorities for the City's solid waste services necessary for an effective solid waste management system.

The following are the Scope of Work Tasks proposed to accomplish the Solid Waste Management Plan:

Task 1: Kick-off Meeting, RFI, Project Management

Task 2: Solid Waste System Evaluation

Task 3: Stakeholder Engagement

Task 4: Evaluate Options and Establish Plan Goals and Objectives (incorporated in Task 3)

Task 5: Capital Improvement Plan

Task 6: Finalize Solid Waste Master Plan and Implementation Plan

Energy Efficiency and Diversification Evaluation Scope

The purpose of the Energy Efficiency and Diversification Evaluation (Evaluation) is to review the City's operational energy use matrix and identify opportunities to reduce energy use or diversify the sources of energy utilized. Energy is produced by many different sources, including, but not limited to, wind, solar, renewable natural gas, nuclear, and fossil fuels. Diversifying the source of energy in the City's energy matrix can help to avoid emissions and produce potential economy gain. Burns & McDonnell will review the energy matrix from municipal facilities, fleet, and wastewater treatment plants (WWTP) and provide strategy recommendations to help reduce the City's reliance on fossil fuels, identify energy efficiencies and potential investments in diversification of energy uses through renewable energy options.

The following are the Scope of Work Tasks proposed to accomplish the Energy Efficiency and Diversification Evaluation:

Task 7A: Project Kick-off and Request for Information
The purpose of the kick-off meeting is to initiate the project and confirm the project scope of work, schedule, stakeholders, and review the request-for-information (RFI). The RFI will be developed by Burns & McDonnell and provided to the City prior to the Kick-off meeting). It will include information and data needed to complete the project Scope of Work.

Task 7B: Review Energy Sources from Municipal Facilities, Fleet and WWTP
Burns & McDonnell will review the City's current energy sources and usage where readily available from municipal facilities, fleet and WWTP to benchmark the current matrix. Inputs will be gathered from City provided and publicly available data from utility providers.

Task 7C: Evaluate Opportunities for Renewable Energy and Increased Efficiency
Utilizing the data from Task 2, Burns & McDonnell will perform a high-level evaluation on opportunities for increasing energy efficiency and investing in renewable energy. This will include details specific to available options for each of the three evaluation focus areas (facilities, fleet, and WWTP) based on best management practices.

Task 7D: Energy Source Evaluation Report and Renewable Energy Plan
Burns & McDonnell will compile a draft report which will include the findings of Tasks 2 and 3 as well as an implementation plan for achieving the proposed opportunities for energy efficiencies and source diversification. Further feasibility studies may be recommended based on findings. The Scope of Work includes an initial draft and a final draft to incorporate commends from City Staff.

Assumptions

- Burns & McDonnell will rely on information provided by the City as accurate without independent verification.
- Timeline of the project will depend on receipt of complete data including a list of facilities and utility usage from the City.

Budget

As your local partner, we are pleased to participate in person with the City throughout the project including for the kick-off event, meetings with staff and the Solid Waste Advisory Commission (SWAC), public open houses, and a City Council presentation. Additionally, we have limited staff located in Joplin for project support. However, understanding the evolving situation with Covid-19, we have significant experience and are prepared to adapt and shift to virtual presentations and public engagement, if requested by the City or recommended by local public health regulations. Our proposed budget, presented below, assumes that each meeting with City staff, the SWAC, and one to two sessions of a public open house will occur on the same day to minimize travel time and costs.

Task	Description	Cost
1	Kick-off Meeting, RFI, Project Management	
	Kick-off Meeting (including tour of City facilities)	$4,100
	Request for Information	$1,500
	Project Management	$6,050
2	Solid Waste System Evaluation	$5,900
3	Stakeholder Engagement	
	Two (2) Facilitated Workshop Days with Staff, SWMC, & Public Open House	$26,850
	Virtual Survey	$5,350
	Presentation to City Council	$7,850
4	Evaluate Options and Establish Plan Goals and Objectives (incorporated in Task 3)	-

5	Capital Improvement Plan	$6,950
6	Finalize Solid Waste Master Plan and Implementation Plan	$9,900
	Total for SWMP Tasks	**$74,450**
7	Energy Efficiency and Diversification Evaluation	$22,000
	Total for Tasks 1 through 7	**$96,450**

Compensation

Burns & McDonnell requests compensation on a time and materials basis not to exceed Ninety-Six Thousand Four Hundred Fifty dollars ($96,450) without written consent from the City. The basis of compensation shall be per the attached rate sheet (Appendix A).

We look forward to the opportunity to work with you on these scopes of work. Please contact Julie Davis at 816-769-1116 or jdavis3@burnsmcd.com should you have questions regarding our proposal.

Sincerely,

Laura Drescher
Project Manager

Julie Davis
Lead Consultant

Bill Halliburton
Principal







QUALIFICATIONS FOR

DEVELOPMENT OF A COMPREHENSIVE SOLID WASTE MASTER PLAN

SUBMITTED TO

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
OPERATIONS DIVISION
JUNE 9, 2021

June 9, 2021

Mr. Lynden Lawson
Assistant Director of Public Works - Operations
602 S Main Street
Joplin, Missouri 64801

Re: **Request for Qualifications for Development of a Comprehensive Solid Waste Master Plan**

Dear Mr. Lawson:

The City of Joplin (City) has recognized the need to develop a comprehensive Solid Waste Master Plan (Plan) to evaluate the solid waste system, set goals and priorities for solid waste services, and identify recommendations for an integrated, efficient, and effective solid waste management system. To effectively prepare the Plan, your partner must possess the following:

- Experienced project team with planning, environmental, engineering, communications, and financial skills for a wide range of solid waste and recycling issue and proven track record of completing financial studies and analyses of public solid waste management projects and systems.
- Extensive stakeholder engagement experience, including but not limited to focus groups, surveys, workshops/meetings, open houses, developing fact sheets, and city council meetings.

Burns & McDonnell is that partner. Since 1970, the Burns & McDonnell Solid Waste and Resource Recovery Group has successfully completed numerous planning, economic, and operational projects on a wide range of recycling and solid waste issues. Since we only represent local governments, our independence from private companies provides no conflict of interest.

Seasoned Project Team Focused on Solid Waste Planning Provides a Proven Methodology

Laura Drescher, Julie Davis, Scott Pasternak, Scott Martin, Bob Craggs, Seth Cunningham, and Sara Nettels have developed more than 50 solid waste and recycling plans during their combined 100-plus years of experience. With planning, environmental, communication, business, and engineering degrees, our team offers a combination of planning, technical, operational, and financial expertise, resulting in guidance for an implementable plan for the City of Joplin. With team members formerly in local government, our team has unique experience in the implementation of similar solid waste master plans. The methodology we have included in our Project Approach is consistent with our approach for other counties and cities that have successfully implemented Plans. The project team will employ this proven method to develop a meaningful and customized Plan that is unique to the City of Joplin.

Unparalleled Community Engagement Capabilities

The team assembled for this response is comprised of top-tier technical service professionals have extensive public engagement experience while assisting with the development of solid waste management plans. This work has included a range of tasks such as leading public meetings, workshops for public officials, focus groups of stakeholders, and technical support for local governmental public information offices. As such, we are uniquely qualified to obtain project-specific public input that will help guide the Plan's development and convey the project's importance to the community you serve.

We look forward to the opportunity to work with you on this Plan. Please contact Julie Davis at 816-769-1116 or jdavis3@burnsmcd.com should you have questions regarding our proposal.

Sincerely,

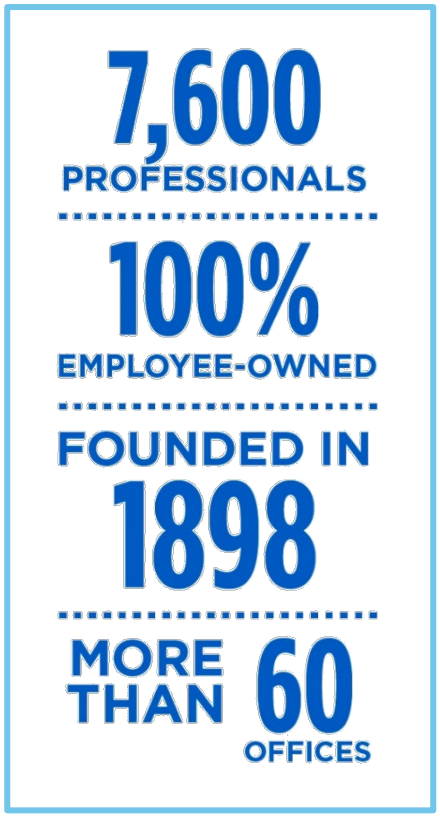
Laura Drescher
Project Manager

Julie Davis
Lead Consultant

1. FIRM EXPERIENCE & QUALIFICATIONS

FIRM INFORMATION

Founded in 1898 and head-quartered in Kansas City, Missouri, Burns & McDonnell is a 100 percent employee-owned consulting firm that provides comprehensive professional engineering, architecture, construction, and environmental services. ***Being 100 percent employee-owned means we each have a stake in superior performance and a commitment to excellence that translates into successful clients.*** We are regularly recognized by professional organizations and publications for our technical knowledge, superior client service and as a top place to work, including consistently ranking in *Fortune* magazine's 100 Best Companies to Work For.



EXISTING RELATIONSHIP

Burns & McDonnell has a strong history partnering with the City of Joplin (City) and successfully executing public works projects such as improvements to the Tin Cup Wastewater Lift Station and permitting support for the Turkey Creek Wastewater Treatment Facility. This experience allows for familiarity with City policies and procedures, as well as a current on-call agreement to perform work under. Burns & McDonnell has relocated multiple staff to Joplin to support these, and other ongoing projects in the area.

SOLID WASTE PLANNING EXPERIENCE

Managing Solid Waste Now, For the Future

Since 1970, our Solid Waste and Resource Recovery Practice has completed hundreds of projects. Solid waste management and resource recovery requires progressive and innovative approaches in the context of sustainable development. Burns & McDonnell offers a full-spectrum of services, combining our solid waste and recycling planning and engineering experience with our business-focused consulting, including financial feasibility and procurement projects. Burns & McDonnell's Solid Waste and Resource Recovery Practice includes the following services:

Solid Waste and Diversion Planning

Careful planning is fundamental for developing and implementing an effective solid waste management program. Our team provides comprehensive, integrated planning services to help you achieve your goals in solid waste and resource recovery management. Representative, recent clients include the communities of Johnson County, Kansas; City of Olathe, Kansas; Unified Government of Wyandotte County and Kansas City, Kansas; City of Springfield, Missouri; City of Columbia, Missouri, as well as clients throughout the Midwest.

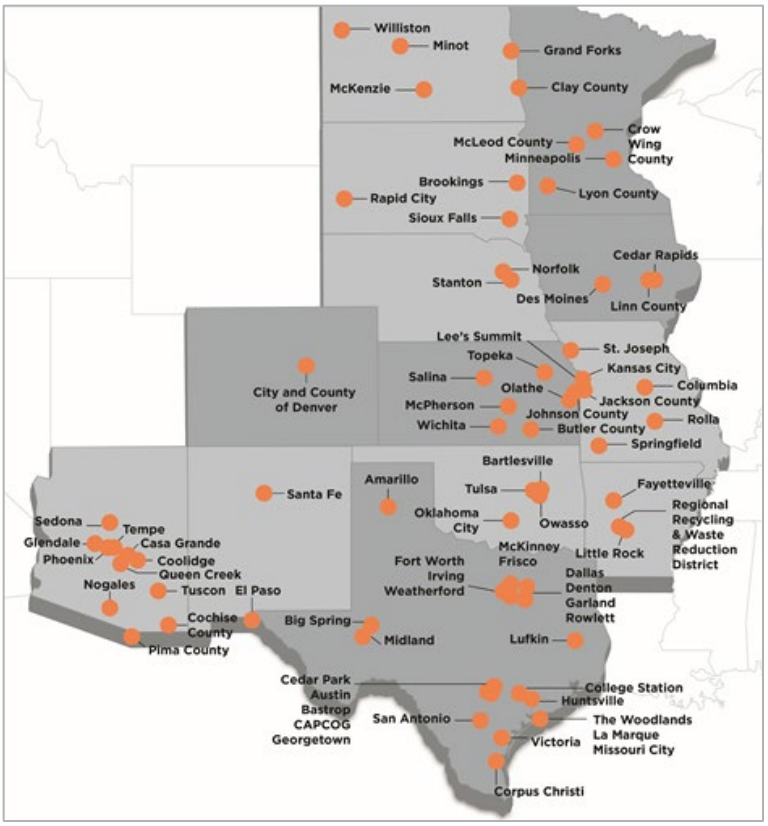
Financial Analysis

Financially sound decisions about solid waste and recycling systems require an understanding of costs, revenue, and rates. Our solid waste team has experience completing financial studies and analyses of public solid waste management projects and systems. Many of these projects have focused on providing cities with an understanding of the capital and operational costs of providing a range of solid waste and recycling services, including facilities development and contracts with the private sector. Our unique experience as a design-build

firm allows for accurate construction estimating and ongoing client support with procurement services provides up-to-date costs anticipated from the private sector.

Procurement Services

Our team has spent decades developing procurement documents, evaluating vendor proposals, and assisting in contract negotiations. Our consultants, who bring legal and extensive solid waste and recycling experience, understand issues that surface during the analysis and adoption of contracts for local governments. **Since we only represent cities, our independence from private haulers provides no conflict of interest.** Our recent clients provide a comprehensive and recent database of the costs of services being offered by the private sector. In addition, Burns & McDonnell has successfully assisted local governments with the development of public-private-partnerships to share in the ownership and operation of solid waste facilities.



Burns & McDonnell's solid waste planning experience focuses on the Midwest region in coordination with the location of our primary solid waste staff: Kansas City, Denver, Minneapolis, and Austin.

Stakeholder Input

Seeking input from residents, businesses, and elected officials is a critical aspect of developing a solid waste master plan. Our planning services often include a wide range of stakeholder input, including but not limited to focus groups, surveys, workshops/meetings, open houses, developing fact sheets and city council meetings.

Facility Permitting, Design, and Construction

Our team has significant experience in the permitting and design of solid waste facilities including landfills, material recovery facilities, transfer stations, composting facilities, public drop-off areas, and household hazardous waste collection facilities. Our relationships and reputation with state regulatory agencies and familiarity of existing solid waste regulations streamline the permitting process. In addition to facility design, our team is on the forefront of emerging technologies in landfill gas to energy and leachate management. As a design-build firm, Burns & McDonnell can perform construction services or provide construction quality assurance on behalf clients.

2. PROPOSED TEAM

Burns & McDonnell's culture is to work as a team with the client to complete the project on-time and on-budget and in conformance with the project requirements. Our team includes Laura Drescher, Scott Pasternak, Scott Martin, Bob Craggs, Seth Cunningham, Sara Nettels and Julie Davis who combined have developed more than 50 solid waste and recycling plans during their combined 100-plus years of experience.

With planning, environmental, legal, communication, business, and engineering degrees, our team offers a combination of planning, technical, operational, environmental, and financial expertise, resulting in guidance for an implementable plan for Joplin, Missouri. With team members formerly in local government, our team has unique experience in the implementation of similar solid waste management plans. We understand the value of stakeholder engagement and how it translates to public support for successful outcomes. Our team has experienced first-hand the political and procedural challenges of implementing new solid waste systems and knows what it takes to achieve diversion and efficiency goals.



Laura Drescher, PE, ENV SP | Project Manager

10 Years of Experience | 10 Years with Burns & McDonnell

Laura offers a broad range of professional solid waste consulting services including master planning and solid waste/recycling collection, processing and disposal procurement, and operational review for local governments. Laura is also a Professional Engineer and has extensive experience in the permitting, design, and construction of solid waste facilities. She serves in multiple leadership roles for the Missouri and Kansas Chapters of the Solid Waste Association of North America, the Missouri Waste Control Coalition, and is a member of the 2018 class of the Chamber of Commerce Leadership Missouri.



Julie Davis | Lead Consultant

14 Years of Experience | 1 Year with Burns & McDonnell

Julie Davis is experienced in environmental planning, policy development, community engagement, and program management. She has managed a solid waste program responsible for regulatory oversight at regional municipal solid waste landfills, transfer stations, and composting facilities. She has developed solid waste management plans and conducted facility feasibility studies focused on increasing diversion through innovative, community-supported, and sustainable approaches. Julie utilizes her thirteen years of public sector solid waste management experience to assist communities with their program needs including planning, policy, regulatory, and community engagement consulting.



Bob Craggs | Senior Technical Advisor

30 Years of Experience | 8 Years with Burns & McDonnell

As the National Manager of the Solid Waste and Resource Recovery Group, Bob has extensive experience working with local governments addressing a range of solid waste and recycling planning services. He has completed solid waste and recycling plans ranging from medium sized communities [such as Georgetown (TX), McLeod County (MN), Sheridan (WY) and Sioux Falls (SD)] to large cities (like Dallas, Denver, San Antonio, New York, San Jose, Honolulu, St. Louis County, Phoenix, Minneapolis, Oklahoma City and Kansas City). His legal background provides a unique perspective assisting clients with procurement projects, as he has completed more than 25 solid waste and recycling collection and facility procurements for clients across the country. Bob also completed numerous business plans, financial analysis and cost of service studies throughout the U.S. for cities like Dallas, Denver, Grand Forks, Oklahoma City and Phoenix, and Santa Barbara County (CA) and McLeod County (MN).



Scott Pasternak | Principal Planner

28 Years of Experience | 7 Years with Burns & McDonnell

Scott serves as a leader for Burns & McDonnell's solid waste clients, which focuses on advancing the solid waste and recycling programs for governmental entities. Since the 1990s he has worked with local, regional and governments to solve challenging technical and financial solid waste management and recycling issues. Over this time period, he has completed hundreds of projects for clients across the United States. Geographically, he has worked for governmental clients in 19 states. Prior to joining Burns & McDonnell, he was a national leader within SAIC's (formerly R. W. Beck) Solid Waste Practice from 2000 - 2013. From 1995-2000, he was a solid waste planner for the Texas Commission on Environmental Quality (TCEQ).



Seth Cunningham, PE | Financial Analyst

21 Years of Experience | 7 Years with Burns & McDonnell

Possessing both business and engineering degrees, Seth provides our governmental clients with creative, yet fiscally responsible solutions to their solid waste and recycling challenges. Seth brings a strong understanding of solid waste and recycling issues. In addition, he has led public-private partnership and contracting projects for the cities of Austin, San Antonio and Bastrop, as well as recycling market development and waste forecasting studies for the Capital Area Planning Council of Governments. He has also contributed to solid waste and recycling planning studies for Dallas, Honolulu, Phoenix, Denver, Santa Fe, Tulsa and the States of Texas and Colorado. He has also led more than 50 solid waste operational and financial studies, focusing on collection, recycling processing, composting and disposal operations.



Scott Martin, PE | Quality Assurance/Quality Control

15 Years of Experience | 13 Years with Burns & McDonnell

Scott works as a design engineer and project manager in the Environmental Engineering Group. He provides a multi-disciplined approach to landfill gas and solid waste engineering, with solid experience performing mechanical and civil design work. His responsibilities include: confidential oil & gas client program management, landfill gas power plant design, landfill gas collection system design, landfill gas beneficial utilization, landfill design, and construction; air and solid waste permitting, landfill air and solid waste regulatory compliance, and greenhouse gas compliance. Scott has experience on a wide variety of projects including waste facility design, landfill permitting, truck wash facility design, landfill gas power plant design, landfill gas collection system design, landfill methane migration mitigation, landfill gas-to-energy due diligence auditing and financial feasibility evaluations, Greenfield landfill design, watershed hydrology, mine remediation, contaminated groundwater treatment systems, and remediation project development and decommissioning.



Sara Nettels | Public Involvement

10 Years of Experience | 7 Years with Burns & McDonnell

Sarah is responsible for supporting a wide variety of communication and public outreach services for our clients, including developing programmatic communication strategies and public outreach plans. Sarah coordinates communication and public involvement activities on major projects, as well as facilitating project communication strategies and developing public outreach plans. Sarah helps to implement strategic outreach plans and processes, including elements of social media, video production, newsletters and fact sheets, website content, news releases, coordinating public meetings and open houses, managing comment forms and mailing lists, as well as designing a variety of visual elements and infographics. On the real estate side, Sarah manages real estate responsibilities with the project teams – both internal and client-facing, executes project community outreach and notifications, and oversees subcontractors and ROW agents responsible for serving as a liaison between the landowners and construction team in order to facilitate access, manager property owner concerns, and negotiate construction activities.

3. PROJECT EXAMPLES & REFERENCES

Below are representative solid waste and diversion planning and contracting projects over the past five years that were led by our proposed team. References, including contact information, are included herein as well as identification of similarities to the City's proposed Plan. Additional information related to these projects is available upon request.

Project Experience Legend

PROJECT NAME | CLIENT NAME AND PROJECT LOCATION | DATES OF COMPLETION OR STATUS

Services Provided:

- Solid Waste Planning
- Financial Analysis
- Public-Private Partnership & Procurement Services
- Stakeholder Input
- Project Similarities
- Client reference

Project Experience

GENERAL SOLID WASTE PLANNING SERVICES | COLUMBIA | ONGOING

Burns & McDonnell has worked with the City of Columbia, Missouri on solid waste planning, permitting, design, and construction projects for over 40 years. Projects have included cost of services studies; compost facility siting, permitting, and design; organic waste diversion and life cycle carbon planning/evaluation; landfill expansion master planning, permitting, design, and construction quality assurance; solid waste operations center planning and engineering support; recycling program support, renewable natural gas feasibility study, ongoing operational support for a bioreactor landfill cell, and design, implantation, and expansion of a landfill gas to energy system in partnership with City utilities.

Adam White
573-874-7555
adam.white@como.gov

Burns & McDonnell provides a variety of services to support multiple solid waste programs operated and owned by the City of Columbia to meet City and State-set goals. Evaluation of solid waste facilities use to optimize efficiency and capacity.

SOLID WASTE MANAGEMENT PLAN | UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY KANSAS | 2020

Burns & McDonnell developed UG's first major solid waste management plan, which focused on evaluating and updating their residential collection program from a weekly take-all curbside program with minimal recycling participation to increase diversion and improve customer service. Financial analysis was conducted on service level changes as well as the potential for the UG to own and/or operate facilities and programs. Significant feedback was generated by the advisory committee and elected officials on levels of services expected and reaction to cost.

Jeff Fisher
913-573-5415
jfisher@wycokck.org

Current UG solid waste system is similar to Joplin and have a desire to significantly increase diversion and create a consistency of services provided, while maintaining an appropriate cost to residents.

SOLID WASTE MANAGEMENT PLAN UPDATE | JOHNSON COUNTY, KS DEPARTMENT OF HEALTH AND ENVIRONMENT | 2019

Burns & McDonnell worked with the Johnson County (County) Department of Health and Environment (JCDHE) to develop a comprehensive Solid Waste Management Plan (Plan) to update and replace the 2013 Plan. The Plan included coordination between a County-wide Solid Waste Management Committee, 20 participating municipalities, multiple private solid waste management companies, the Mid-American Regional Council (MARC), and JCDHE staff. Burns & McDonnell provided ongoing stakeholder engagement, including public surveys, public open-house, stakeholder workshops, and presentations to the elected board, throughout the Plan development period.

Craig Wood
913-715-6917
Craig.Wood@jocogov.org

Significant education and outreach including surveys, public meetings, stakeholder meetings, and regular Solid Waste Committee/staff meetings.

TRANSFER STATION PROCUREMENT, BASELINE ASSESSMENT & DESIGN AND RENOVATIONS | CITY OF OLATHE, KANSAS | 2015 - 2019

Burns & McDonnell conducted a strategic analysis in preparation for the City's proposed expansion of the transfer station and procurement of transfer station operations and disposal and recycling processing services including a financial analysis comparing self-performance and contracting. In addition to procurement and planning support, Burns & McDonnell provides ongoing design and construction services at the City's transfer station.

Alan Shorthouse
913-971-9037
ashorthouse@olatheks.gov

Private contracts for recycling processing and waste disposal accepted at the transfer station. Ownership of transfer station allows for the option to self-operate or contract operation.

SOLID WASTE COLLECTION EVALUATION AND PROGRAM PLANNING | CITY OF SPRINGFIELD, MISSOURI | 2016 - 2018

The City of Springfield selected Burns & McDonnell to assist the City's Solid Waste Department to study the efficiency of trash and recycling collection services and identify potential options for improving the efficiency and long-term viability of trash collection services within the City's Integrated Solid Waste Management System. The City of Springfield's residential trash and recycling collection program is currently provided by licensed private trash and recycling hauling companies in an open-market system where customers contract directly with licensed haulers to provide needed solid waste and recycling services. Specifically, our assistance included the following:

- Evaluated the current residential collection program
- Conducted a comprehensive survey of City residents to measure attitudes and preferences
- Identified three alternative programs for consideration
- Presented the results to various stakeholders (e.g. haulers, neighborhood councils) and attend a series of public meetings.

Erick Roberts
417-864-2001
eroberts@springfieldmo.gov

Significant stakeholder engagement including the private industry and public regarding service changes.

SOLID WASTE MASTER PLAN, MRF/CO-COMPOSTING FACILITY REVIEW, AND COST OF SERVICE | CITY OF RAPID CITY, SOUTH DAKOTA | 2020 - ONGOING

Burns & McDonnell is assisting the City of Rapid City (City) to set the "roadmap" for the future of all three the City's Solid Waste Division service lines: Landfill Disposal; Material Recovery Facility and Co-Composting; and Collection. Burns & McDonnell is placing an emphasis on stakeholder management services, as public input will be critical for the Plan's success. Master Plan Key Considerations:

- Develop methods that the City can easily use to track landfill airspace utilization. An operations efficiency study could be a good component of the Plan to identify areas for improvement.
- The Plan will look at solid waste industry trends such as source separated organics diversion and renewable energy production.
- Collection services. Evaluation of haul routes, planning for expansion of collection services, and develop recommendations for efficiently managing the collection of MSW, recyclables, organics, and bulky waste.

The Master Plan will include a cost-of-service analysis and recommendation of future rates, an analysis of service area and the services provided, and a projection of waste generation in the market area.

Jeff Barber
605-355-3496
Jeff.Barber@rcgov.org

Review and optimization of locations of publicly-owned solid waste facilities and operated services.

SOLID WASTE MASTER PLAN | NORTHEAST MINNESOTA WASTE ADVISORY COUNCIL/WESTERN LAKE SUPERIOR SANITARY DISTRICT (WLSSD) | DULUTH, MINNESOTA | 2021 - PRESENT

Burns & McDonnell was retained to develop a regional solid waste management plan for the seven northeast Minnesota counties of Aitkin, Carlton, Itasca, Koochiching, St. Louis, Lake, Cook, and the WLSSD. The goals of the SWMP include providing a roadmap for cost effective, environmentally prudent waste management for the region over the next 10 years, and gain plan approval from the Minnesota Pollution Control Agency. Key issues include securing long term disposal capacity and improving recycling and organics programs.

Dan Belden
218-740-4774
Dan.Belden@wlssd.com

Plan focus on same waste streams as Joplin (MSW, organics, and recyclables) and has a more regional review which will be necessary when considering Joplin's access to landfill and recycling processing facilities.

SOLID WASTE AND RECYCLING FINANCIAL AND DIVERSION STUDY | CITY OF DENVER, COLORADO | 2017-2019

The City and County of Denver developed the Master Plan for managing Solid Waste in 2010. The City is seeking to increase its recycling rate from the current 18 percent to meet or exceed the Plan's 34 percent recycling rate by 2020. In 2017, the City retained Burns & McDonnell to provide an independent assessment of the programs and costs that would need to be implemented and/or improved to achieve the recycling rate goal. This work included developing an Excel-based model to conduct "what-if" scenarios to compare potential materials diversion and program costs. Following the analysis, Denver retained Burns & McDonnell to develop an implementation plan for deployment of staff, equipment and integration of new software. Key analysis addressed for Denver included:

- Financial and Operational Analysis: Evaluated the City's solid waste and recycling program costs and operations.
- Benchmarking: Documented successful and unsuccessful programs nationally, including statistical correlation between billing rates and recycling quantities.
- Sensitivity Analysis: Developed a detailed, Excel based decision making tool/pro forma based on the City's operational and financial metrics that allowed for extensive sensitivity analyses.
- Software Integration: Procurement of new work order management and billing system software.

Charlotte Pit
303-446-3413
charlotte.pitt@denvergov.org

Evaluation of changes to services provided and programs to increase diversion to meet a planned goal in a cost-effective manner.

SOLID WASTE & RECYCLING STRATEGIC PLAN, COST OF SERVICE AND CONTRACTING STUDY | CITY OF DENTON, TEXAS | 2015 - 2017

Strategic plan focuses on increasing recycling and waste minimization, increasing efficiency and community satisfaction. Plan was supported by a cost-of-service study that included an evaluation of the cost of privatization of recycling services. Stakeholder input via workshops, interviews and City Council meetings.

Tyler Hurd
940-349-8043
Tyler.Hurd@cityofdenton.com

Goals of strategic plan is very similar to Joplin: evaluate existing services and increase diversion in a cost-effective manner.

STRATEGIC SOLID WASTE AND RECYCLING PLAN | CITY OF EL PASO | 2016-2017

Establishes goals and actions for the City to address the City's most important solid waste and recycling issues. The plan includes detailed implementation plans focusing on roles, responsibilities, schedules and funding (operational and capital). Other projects for the City have evaluated the cost of services, including contracted services. Stakeholder input via multiple workshops and interviews.

Ellen Smyth
915-212-6060
smythea@elpasotexas.gov

Review of both capital and operational costs of solid waste services and potential funding sources for implementation.

RECYCLING PROCESSING PLANNING & IMPLEMENTATION SERVICES | CITY OF DALLAS | 2015 - 2017

Evaluated the financial and technical feasibility of multiple options to increase recycling in the city. Based on this evaluation, conducted a procurement that led to a new $20 million recycling facility being built at the City's landfill, as a part of a 15-year service contract. Stakeholder input included community meetings, City council meetings and fact sheets.

Kelly High; 214-686-8533;
kelly.high@dallascityhall.com

Evaluated multiple options to increase diversion and utilized private contracts and public private partnerships to achieve diversion goals.

ZERO WASTE MANAGEMENT PLAN | CITY OF MINNEAPOLIS | 2017

Identified strategies to increase diversion of recyclable materials and organics for the residential, commercial, institutional and public space generators. Evaluated multiple public-private partnership options such as licensing and franchising. Conducted multiple stakeholder meetings with the public and City Council. Previously, completed a recycling procurement for the City in 2016.

David Herberholz
612-673-2433
david.herberholz
@minneapolismn.gov

Evaluated public-private partnerships with the private solid waste sector to increase diversion in all sectors, not just curbside residential.

THE ECONOMIC IMPACTS OF RECYCLING | THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY | 2016 - 2017

Statewide recycling study that provides key insight on recycling strategies, financial costs and benefits and options to develop public-private partnerships. Stakeholder input via workshops, presentations, surveys, webinars and factsheets/graphics.

David Greer
512-239-5344
David.Greer@tceq.texas.gov

Evaluated options utilizing the private industry with public infrastructure, similar to structure in Joplin.

4. PROJECT UNDERSTANDING

The City of Joplin has recognized the need to develop a comprehensive Solid Waste Master Plan (Plan) to evaluate the solid waste system, set goals and priorities for solid waste services, and identify recommendations for an integrated, efficient, and effective solid waste management system. The Missouri Solid Waste Management Law, Section 260.325 regulations on solid waste management plans are not applicable as the City's Plan is not representing the formal Solid Waste Managemennt District M, however can be of guidance in organization and content development. Burns & McDonnell will assist the City in reviewing the quanity of recyclable and organic materials diverted from landfills and evaluating their current diversion against the recommended goal of fourty percent (40%) by weight, as recommended by Missouri Solid Waste Management Law, Section 260.250.

PLAN PRIORITIES

Optimize existing solid waste systems and facilities.

Utilize stakeholder engagement to provide evaluate additional or improved services offered.

Develop measurable goals for material diversion in accordance with the State Plan and community interest.

Develop an implementation plan to increase diversion to achieve goals and improve customer satisfaction with services provided.

The City has a dynamic Recycling and Solid Waste Management Program which oversees a variety of services as follows:

- The City currently contracts with Republic Services for residential solid waste services which includes the collection of trash in 96-gallon carts with the optional subscription service collection of recyclables in a provided cart. Residents are allowed to set out additional waste and bulky items for no extra fee.
- Residents have access to drop-off brush, tree limbs, and bulky items at the WCA transfer station for a subsidized fee.
- The City owns and operates a Recycling Drop-Off Center which accepts common recyclables, household hazardous waste, used cooking oil, electronic waste, and shredding services.
- The City owns and operates a tree limb drop-off site which chips the material and offers the resulting mulch to residents to pick up for no charge.
- The City owns and operates a yard waste composting site. The City collects yard waste annually from residents in addition to the year-round drop-off facility. Compost is available to the community to pick up for no charge.

The City has identified the challenge with having multiple locations for various drop-off services from both an operational standpoint and a public conveniences perspective. It has also been identified that the Recycling Drop-Off Center is having capacity challenges to keep up with the service demands. The Plan will evaluate these solid waste system components, infrastructure, and programs to provide recommendations with the intent of having all solid waste components integrated for efficiency and effectiveness. Specifically, the Plan will include a comprehensive review of the existing system and identify and evaluate options based on current trends that promote and support diversion. The Plan will include a proposed Capital Improvement Plan to consolidate or co-locate services to include cost and feasibility analyses of facility options and a preferred approach to implementation.

Burns & McDonnell recognizes the importance of gaining community support through active stakeholder participation including from the Solid Waste Advisory Committee, City Council and the public while developing the Plan. Stakeholder input is a critical component to determine the wants and needs of the community and will be solicited throughout the development of the Plan.

Planning and implementing an integrated solid waste management program is a complex and challenging endeavor encompassing a host of issues: financial, technological, institutional, legal, social, and environmental.

Recognizing this, as well as the benefits of a more integrated approach, Burns & McDonnell is proposing to assist the City in developing a Plan that provides the vision and framework to guide future activities and to develop the infrastructure, programs and policies needed to manage your solid waste. Our experience shows that effective solid waste master plans:

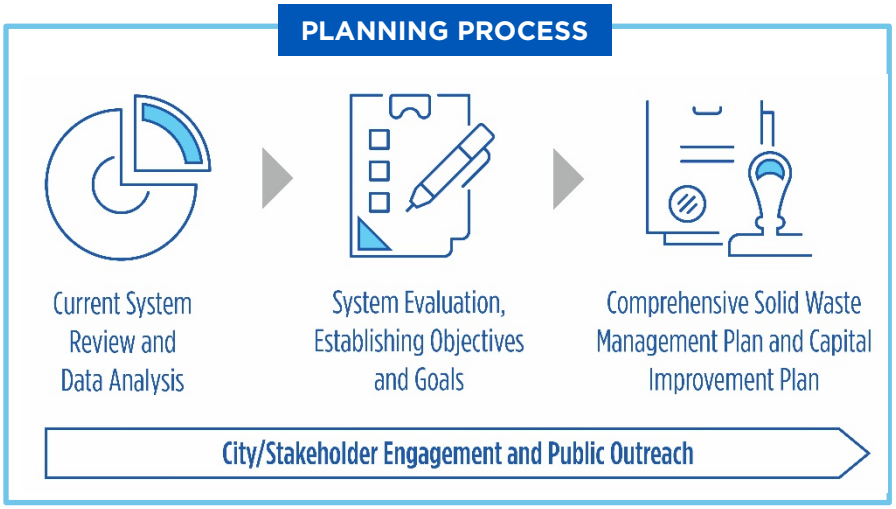
- Reflect the community's values and guiding principles for waste management and diversion.
- Establish local waste management planning goals.
- Include analysis and consideration of reasonable alternative options and strategies.
- Develop management methods that are consistent with the EPA's waste management hierarchy (shown on the adjacent graphic), to the extent they are economically and technologically feasible.
- Make fiscally responsible and environmentally focused decisions.



5. PROJECT APPROACH

SCOPE OF WORK

This document describes Burns & McDonnell's draft approach to developing a Solid Waste Master Plan for the City. The Burns & McDonnell Project Team is open to discussing this approach and customizing it to meet the City's needs. Tasks 1 and 2 focus on data analysis and evaluating the existing system. Task 3 identifies the stakeholder engagement activities that will take place throughout the development and adoption of the Plan. Tasks 4-6 concentrate on evaluating options and developing strategies and implementation plans. The following graphic summarizes the planning process. We have provided a project schedule at the end of this section.



Task 1: Project Management, Information Request, and Project Kick-off

Task 1A – Provide Project Management and Oversite

To implement the proposed approach, a high level of project management and oversight will be provided throughout the project. Our Project Manager, Laura Drescher, is responsible for meeting the project budget and schedule. Laura has a proven track record of completing challenging solid waste management and planning projects for cities. We will maintain regular communication between the Project Team and City staff through formal and informal efforts, including monthly meetings.

Task 1B – Information Request

Approximately five working days following receipt of the Notice to Proceed for the project, we will provide the City with a preliminary data request that encompasses the data needs for completing the Plan.



Task 1C – Kick-off Meeting

The purpose of the kick-off meeting is to initiate the project and confirm the project objectives, scope of work and schedule. We will schedule a meeting with designated City staff and key members of the Project Team. The meeting will accomplish several objectives, including:

- Introduce key members of the Burns & McDonnell Project Team
- Discuss the project timeline and scope
- Discuss the stakeholder engagement process
- Identify key issues and develop initial goals for the Plan

Task 1 Deliverables

- Information request summary sheet
- Kick-off meeting agenda

Task 2 – Solid Waste System Evaluation

Task 2A – Review of Related Solid Waste Contracts, Plans, Trends, Policies and Regulations

This task provides key baseline and background information for the Plan. This will include a review of the regional solid waste management district reports and any other related local plans. We will identify pertinent trends, key policy initiatives and major regulatory requirements at the Federal, state, and local levels that will have a direct impact on initiatives included within the Plan.

Task 2B –Current System Review and Needs Assessment

Key to the development of the Plan is gaining a strong understanding of the current system and developing a baseline to which recommendations and initiatives can be compared. During this task, we will address the following programs performed by the City and its solid waste and recycling contractors:

- Contracted services for curbside residential collection.
- Contracted services for brush, bulky items, and tires at the WCA Joplin Transfer Station.
- City owned and operated Recycling Drop-Off Center.
- City owned and operated tree limb drop-off site.
- City owned and operated yard waste composting site.

The review will include the following elements as they pertain to each program:

- **Description of Service:** Describe key services and programs, service level provided, and other key elements of each service.
- **Location and Accessibility:** Evaluate the current location for each service and the accessibility to the public in terms of convenience and navigation.
- **Capacity** (City-operated programs only): A review of the current program site capacity will inform the needs to meet the service demands from the community
- **Benchmarking:** Compare the City's programs to comparable programs in the region that are serviced by the public and private sectors.
- **Financial Analysis:** Conduct an evaluation and analysis of the current and anticipated financial and budgetary activities of the solid waste and recycling services.

- **Alignment with Goals and Objectives of the Plan:** We will identify whether the service as currently provided in the City aligns with the goals and objectives of the Plan, as identified by City staff in Task 4. In addition, we will identify specific aspects of each service that could be changed to bring the service into further alignment with stated goals and objectives.
- **Alternative Options:** Provide a list of alternative options and descriptions for further evaluation in Task 4.
- **Key Findings and Recommendations:** We will provide key findings and recommendations regarding each service that will be considered for implementation in the planning process. As appropriate, we will also identify services, programs, or facilities to be modified.

Task 2 Deliverables

- Current System Review Section of the Plan



Task 3 – Stakeholder Engagement

The City and Burns & McDonnell recognize the importance of gaining community support through active participation of the public from inception to completion of the Plan. We believe in comprehensive and innovative approaches to public participation. Burns & McDonnell will work in collaboration with City staff to seek support and involvement from a broad and diverse base of the community, which in turn will yield a greater and more meaningful impact on the future of the City's solid waste management system. Our team's responsibilities to complete for this task will include some combination of the following and will be finalized based on discussions with the City's Project Manager:

- Facilitate workshop(s) with the Solid Waste Advisory Commission at key points during the planning process. They will serve an important role on this project by providing input and suggestions, assisting with the identification of key issues, serving as a 'sounding board' for ideas and alternatives and providing an avenue for public comment. The Solid Waste Advisory Commission will also serve an essential role during selection of the preferred strategy and development of recommendations.
- Conduct a public survey of residents within the City. Our survey approach would be designed to obtain public input to encourage broad participation from residences within the community. The survey could include topics such as customer's familiarity and satisfaction with current programs and interest and willingness to pay for potential services. Virtual surveys are an effective tool to gather feedback very efficiently; the survey could also be available for those without online access.
- Develop web-ready fact sheets and online content for the City's website.
- Prepare and facilitate an open house(s) for the public using activities and visual materials to convey information and gather input including discussions on potential programs that can be provided and their potential costs.
- Schedule a presentation to the City County at key point(s) during the planning process to align the Plan's goals and objectives with perspective from the City Council.

Burns & McDonnell will coordinate will City staff to select the preferred timeframes and dates to conduct the workshops and meetings. We developed this approach based on our current understanding of desired stakeholder and public input. We recognize that there could be an interest to solicit a varying degree of stakeholder input. Should this occur, we are prepared to discuss options with City staff.

Task 3 Deliverables

- Strategy workshop(s) with Solid Waste Advisory Commission and City staff.
- Plan section that describes the stakeholder engagement process.
- Coordination and conducting the stakeholder engagement activities (e.g., surveys).

Task 4 – Evaluate Options and Establish Plan Goals and Objectives

Task 4A – Establish Plan Objectives

We will work with participants and facilitate a process to establish the goals and objectives of the Plan. Clearly defining the objectives of the Plan is a critical step, as the objectives will create a framework for evaluating potential future initiatives. This facilitated process will build on initial discussions from the kick-off meeting. For example, our team expects that an important focus of the City's solid waste program in the future will be to examine the following:

- Develop recommendations that are in alignment with the citizens' interests.
- Evaluate options to continue increasing recycling and decrease disposal.
- Make fiscally responsible and environmentally focused decisions.
- Foster collaborative public/private partnerships to increase diversion and manage costs.

Task 4B – Identify Alternative Strategies and Evaluate Options

The range of solid waste and diversion management strategies and practices to be considered will include key options available to the City. Based on the results of our analysis completed during Tasks 1-3, we will compile a summary of preliminary alternative program options that the City may wish to consider including in the Plan. Options may be enhancements to current services or new initiatives.

We will present the initial list of issues/options to City staff. For each option, we will provide a listing and description of potential program strategies that could be considered. The purpose of this discussion will be to seek input regarding the types of strategies that are of the greatest interest and should be further evaluated. Burns & McDonnell's role during the workshops will be to serve as an "opinionated facilitator," as to provide solid waste and diversion experience.

Task 4 Deliverables

- Discussion with City staff and Solid Waste Advisory Commission to review Tasks 1-3 and to establish Plan objectives and goals.
- Section of the Plan that describes the Plan objectives and goals.

Task 5 – Capital Improvement Plan

Task 5A – Financial Analysis

This task will provide a planning level understanding of the potential capital and operating costs for development and operation of co-located City services including the Recycling Drop-Off Center, tree limb drop-off, and yard waste compost site. Information gathered during the Needs Assessment in Task 2, as well as information derived from the stakeholder engagement activities, will inform the facility needs and potential options. Based on the Plan goals and objectives identified by City staff in Task 5, Burns & McDonnell will provide up to three alternative strategies (e.g., co-locating services, public/private partnerships, facilities with various capacities) and one strategy will be selected for development of a Capital Improvement Plan. Burns & McDonnell will utilize recent project experience to prepare capital and operational costs based on the selected strategy.

Task 5 Deliverables

- Preliminary cost estimates and feasibility analysis for preferred strategy.

Task 6 – Prepare Solid Waste Master Plan and Develop Implementation Plan

Task 6A: Prepare a Solid Waste Master Plan

All the task deliverables described in prior tasks will be compiled into a draft Plan. Burns & McDonnell will deliver individual sections of the Plan to City staff as they are drafted to expedite the review process. We will also develop an Executive Summary section of the Plan. The complete draft will be provided initially for City staff review. A second draft will be developed to incorporate comments from City staff. We will coordinate with City staff to obtain approval for the Plan from City Council (as described in Task 3).

Task 6B: Develop an Implementation Plan

Burns & McDonnell will develop a planning level implementation plan that will describe the specific activities associated with implementing each of the strategies and options. For each activity listed in the Implementation Plan, our team will identify the following:

- Description of activity to be taken
- A timeline for carrying out the activity
- The responsible party(s)
- The projected operating and capital cost
- Potential funding sources
- Impact on the diversion rate (as applicable)

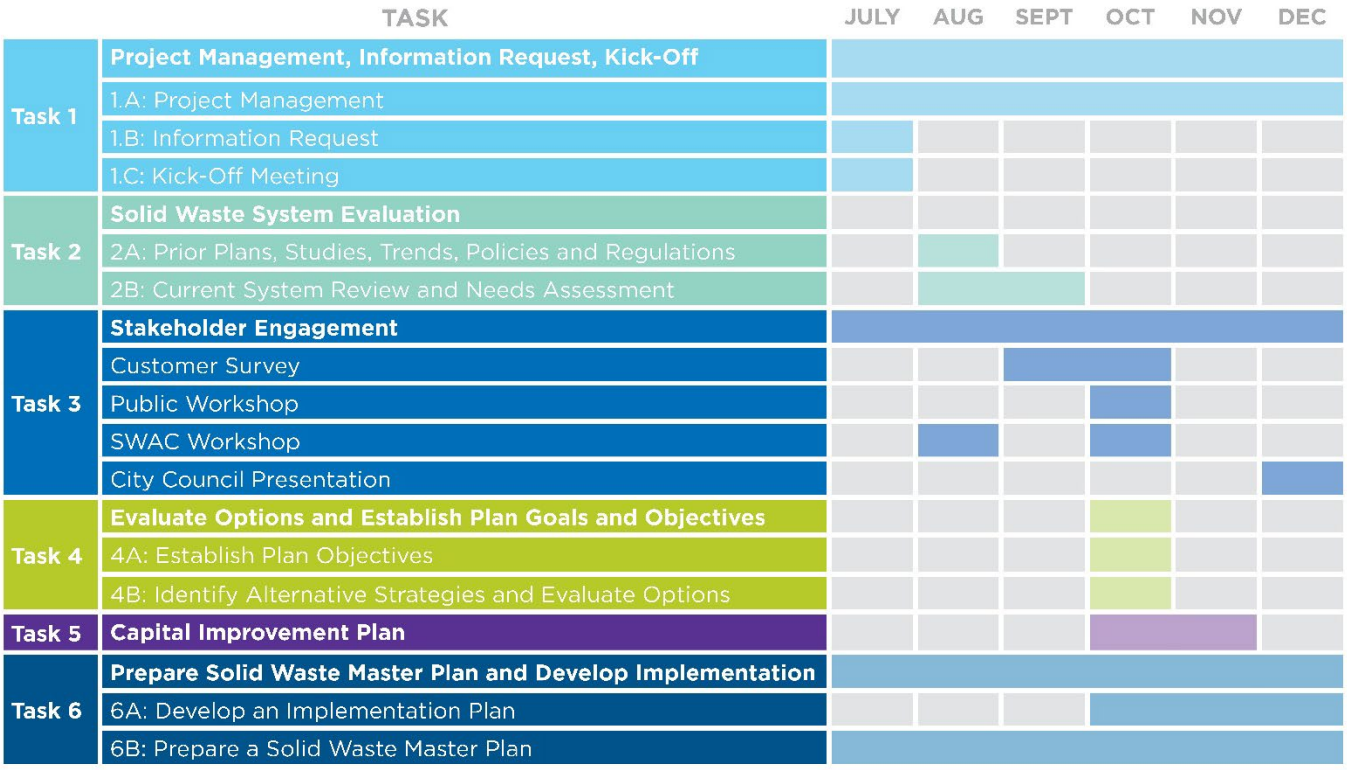
It is our experience that this level of detail enhances the likelihood that these activities will be implemented since it provides a clear explanation of what should be accomplished within a given time. The Implementation Plan will be created in a format that allows the City to sort the activities by year, by responsible party, and by cost. In this way, it will be easy to review the activities in the Implementation Plan in different ways that aid in implementation. For example, this will allow City staff to generate an annual budget for each of the 20 years, as well as generate a "to do" list and schedule for each responsible party. This approach will enable to City to evaluate the impact of potential programs and costs, providing insight on the impacts to user fees. The Implementation Plan will be more detailed for the short-term recommendations, as compared to the medium and long-term recommendations.

Task 6 Deliverables

- Plan section that summarizes the key activities to be accomplished in support of successfully implementing each strategy and option.
- Draft and final versions of the Plan via pdf.
- Plan presentation in PowerPoint.

6. PROJECT SCHEDULE

See below for the proposed schedule for the Solid Waste Master Plan to be completed by the end of 2021, as requested by the City. This schedule assumes Notice to Proceed will be received in July 2021.





CREATE AMAZING.

9400 Ward Parkway
Kansas City, MO, 64114
burnsmcd.com

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Address: 9400 Ward Parkway KANSAS CITY, MO. 64114	
Attention: Lynden Lawson		Attention: Laura R. Drescher	
Department: Public Works		Phone: 816-823-6241	Fax:
Phone: 417-624-0820 x1560	Fax: 417-625-4738	**SOLID WASTE MASTER PLAN**	

WORK AUTHORIZATION NUMBER BMC-OC22-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **BMC-OC21-001** exceed the sum of Ninety-Six Thousand, Four Hundred Fifty and No/100 Dollars ($96,450.00).

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

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

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

COUNCIL BILL NO. 2021-166 ORDINANCE NO

AN ORDINANCE approving an agreement and work authorization with Burns and McDonnell in the not to exceed amount of Ninety-Six Thousand Four Hundred Fifty and 00/100 Dollars ($96,450.00) for professional engineering consulting services for preparing the City of Joplin's Solid Waste Masterplan; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021.

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

Section 1. That the Work Authorization with Burns and McDonnell in the not to exceed amount of Ninety-Six Thousand Four Hundred Fifty and 00/100 Dollars ($96,450.00) for professional engineering consulting services for preparing the City of Joplin's Solid Waste Masterplan, a true and accurate copy of said work authorization 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 fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing appropriations in the Solid Waste Fund by the total amount of Ninety-Six Thousand Four Hundred Fifty Dollars and No Cents ($96,450.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Solid Waste fund.

Section 5: That the ordinance is adopted on First Reading and will be moved to Second and Third Reading.

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

_____, 2021 by a _____ vote.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2021-166

I hereby certify that a sufficient amount is available in the Solid Waste Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-287 – Rezone M-2 to R-3.

MEETING DATE:
November 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 054-21: Approximately 550 feet South of the intersection of S. Rex Ave. and E. 13th St. – A request to remove from District M-2 (Heavy Industrial) and include in District R-3 (Apartment House) for future residential development – Hung Nguyen

BACKGROUND:
The change in zoning will not be detrimental to nearby property. The uses permitted in R-3 are significantly less intense than those permitted in the current M-2 district. Furthermore, the majority of uses within the Joplin city limits along Rex Ave. are high-density residential or commercial.

This request to rezone to R-3 is for future duplex or multi-family development on the site. No buffer is required in this case. Stormwater management would be required with any development due to the size. Proper fire access will also be required, and an extension of fire hydrants may be required per the fire marshal.

PLANNING & ZONING COMMISSION TESTIMONY:
Hung Nguyen, 3411 E 11th Street, Joplin, MO. We own a piece of property behind 15th Street Wal-Mart by the water tower. We were wanting to build some duplexes. Right now, just rezone the property. We will start building next year.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Case 054-21.
Planning & Zoning Commission recommends approval for Case 054-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-287, Staff Planning Report, P&Z Commission Minutes

CB 2021-287

Case 054-21: Approximately 550 feet South of the intersection of S. Rex Ave. and E. 13th St. – A request to remove from District M-2 (Heavy Industrial) and include in District R-3 (Apartment House) for future residential development – Hung Nguyen.

Hung Nguyen, 3411 E 11th Street, Joplin, MO. We own a piece of property behind 15th Street Wal-Mart by the water tower. We were wanting to build some duplexes. Right now, just rezone the property. We will start building next year.

Mr. Eastman asked the Commissioners if they had any other questions? They did not. Mr. Eastman asked if there was anyone to speak in favor or against of this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 054-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN "AYE", (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: October 11, 2021
City Council Meeting: November 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 054-21 A request to remove from District M-2 (Heavy Industrial) and include in District R-3 (Apartment House) for future residential development.

LOCATION Approximately 550 feet South of the intersection of S. Rex Ave. and E. 13th St.

APPLICANT Hung Nguyen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approx. 2 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Out of City Limits	M-1	M-2	C-3
Land Use	Single-family Residential	Single-family Residential	Retail/Water Tower	Retail

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
S. Rex Ave.	Local	35'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future Retail Commercial. However, this request is consistent with the infill development goals in that plan. It is also consistent with nearby property along the Rex Ave. corridor.

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

The current zoning of M-2 is unsuitable at this property. This portion of Joplin has almost completely transitioned from industrial uses to commercial and residential. The property is also ill-shaped to host most industrial uses today.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The uses permitted in R-3 are significantly less intense than those permitted in the current M-2 district. Furthermore, the majority of uses within the Joplin city limits along Rex Ave. are high-density residential or commercial.

DISCUSSION

This request to rezone to R-3 is for future duplex or multi-family development on the site. No buffer is required in this case. Stormwater management would be required with any development due to the size. Proper fire access will also be required, and an extension of fire hydrants may be required per the fire marshal.

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

Staff recommends approval of Case 054-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 054-21
Filing Fee: ~~$500.00~~ $50.00
Date Advertised:
Date Notices Sent: 10-4-21
P&Z Date: 10-11-21
City Council Date: 11-1-21

APPLICANT: Hung Nguyen PHONE: (417) 529-0384 & Lam
ADDRESS: 3411 E. 11th St. Joplin MO ZIP: 64801
EMAIL: N/A
OWNER: Hung Nguyen PHONE (417) 529-0384
ADDRESS: 3411 E 11th St Joplin MO ZIP: 64801 & Kha & 417-434-3725
EMAIL: N/A
LOCATION OF PROPERTY: 15th St Joplin
LEGAL DESCRIPTION: Land located right behind Wal-Mart on 15th St. Missouri Water Tower is located right next to this property

Present Zoning: No current Requested Zoning: Commercial Acreage: 3 acres
Present Use of Property: Vacant Lot
Proposed Use of Property: Building a 12 unit Complex Building

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North		
South	~~Non commercial~~	~~Commercial~~
East		
West		

CHARACTER OF THE NEIGHBORHOOD: Neighborhood is surrounded by a few Houses and Missouri Water Tower is right next to it also.

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:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? NO
2. Consistent with Future Land Use Map? NO

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:

___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 15th St Rangeline Road
2. Classification of Street(s):
   Arterial_____ Collector_____ Local Joplin
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
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 ADDITIONAL COMMENT:

SIGNATURE: X [signature] DATE: 8-24-21

BY: _____

TITLE: ~~12 Complex~~ 12 Unit Duplex Building

Case 054-21: Approximately 550 feet South of the intersection of S. Rex Ave. and E. 13th St. - Rezoning



Case 054-21: Approximately 550 feet South of the intersection of S. Rex Ave. and E. 13th St. – A request to remove from District M-2 (Heavy Industrial) and include in District R-3 (Apartment House) for future residential development – Hung Nguyen

N

0 100 200 400 600 800 Feet

P & Z Case 054-21
Hung Nguyen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-287 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 M-2 (Heavy Industrial) and including in District R-3 (Apartment House) property as described below and located at approximately 550 feet South of the intersection of S. Rex Ave and E. 13th Street, in the 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 R-3:

Tract 1: A survey of a parcel of land in the Southwest Quarter of Section 7, Township 27 North, Range 32 West, in the City of Joplin, Jasper County, Missouri, being a portion of the property described as tract two, in the Jasper County, Missouri, Recorder's Office in Book 1561 at Page 1647, being more particularly described as follows: Commencing at the center of Section 7, Township 27 North, Range 32 West, Jasper County, Missouri, thence along the North line of the Southwest Quarter of Section 7, North 88 degrees 28 minutes 56 seconds West, 900.80 feet, thence leaving said North line, South 01 degrees 36 minutes 39 seconds West 882.20 feet to a point on the West right-of-way ling of Rex Avenue, thence leaving said West line, North 88 degrees 28 minutes 58 seconds West 490.78 feet to the Point of Beginning, thence continuing North 88 degrees 28 minutes 58 seconds West 100.00 feet to the Southwest corner of aforementioned tract two, thence along the West line of tract two, North 01 degrees 44 minutes 18 seconds East 208.00 feet to the Northeast corner of tract two, thence along the North line thereof, South 88 degrees 28 minutes 58 seconds East 100.00 feet, thence leaving said North line South 01 degrees 44 minutes 18 seconds West 208.00 feet to the Point of beginning, All lying in the Southwest Quarter of Section 7, Township 27 North, Range 32 West, in the City of Joplin, Jasper County, Missouri. Tract 2: a survey of a parcel of land in the Southwest Quarter of Section 7, Township 27 North, Range 32 West, in the City of Joplin, Jasper County, Missouri, being a portion of the property described as tract two, in the Jasper County, Missouri, Recorder's Office in Book 1561 at Page 1647, being more particularly described as follows: Commencing at the center of Section 7, Township 27 North, Range 32 West, Jasper County, Missouri, thence along the North line of the Southwest Quarter of Section 7, North 88 degrees 28 minutes 56 seconds West 900.80 feet, thence leaving said North line, South 01 degrees 36 minutes 39 seconds West 674.20 feet to a point on the West right-of-way line of Rex Avenue and the Point of Beginning, thence along said West right-of-way line South 01 degrees 36 minutes 39 seconds West 168.00 feet, thence leaving said West line, North 88 degrees 28 minutes 58 seconds West 100.28 feet, thence North 01 degrees 36 minutes 39 seconds East 100.00 feet, thence North 88 degrees 28 minutes 58 seconds West 150.00 feet, thence South 01 degrees 36 minutes 39 seconds West 140.00 feet, thence North 88 degrees 28 minutes 58 seconds West 240.50 feet, thence North 01 degrees 44 minutes 18

seconds East 208.00 feet, thence South 88 degrees 28 minutes 58 seconds East 490.32 feet to the Point of Beginning, All lying in the Southwest Quarter of Section 7, Township 27 North, Range 32 West, in the City of Joplin, 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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-288 – Rezone R-2 to R-3.

MEETING DATE:
November 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 055-21: 3431 E. 10th St. – A request to remove from District R-2 (Two-family Residential) and include in District R-3 (Apartment House) for future residential development – Jim Satlak

BACKGROUND:
The change in zoning will not be detrimental to nearby property. The uses permitted in R-3 still of residential nature. In addition, a buffer yard will be required where the property directly abuts R-2 districts.

This request to rezone to R-3 is for a future multi-family development within the existing structure, with a possible small addition. The property will exhibit a unit density below that of the property directly to the West despite having a multi-family use.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. This is a rezoning case, and this piece of property does have an existing structure. Historically this building was used for a hospice care and assisted living. There are quite a few bedrooms and bathrooms in this building. Mr. Satlak is requesting this zoning for 4 to 7 units for multi-family housing and a small addition to the structure as well

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Case 055-21.
Planning & Zoning Commission recommends approval for Case 055-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-288, Staff Planning Report, P&Z Commission Minutes

CB 2021-288

Case 055-21: 3431 E. 10th St. – A request to remove from District R-2 (Two-family Residential) and include in District R-3 (Apartment House) for future residential development – Jim Satlak.

Keegan Stanton, 602 S. Main Street, Joplin, MO. This is a rezoning case, and this piece of property does have an existing structure. Historically this building was used for a hospice care and assisted living. There are quite a few bedrooms and bathrooms in this building. Mr. Satlak is requesting this zoning for 4 to 7 units for multi-family housing and a small addition to the structure as well.

Mr. Kimble wanted to know about the parking for that many units.

Mr. Stanton stated he will be required to provide 2 off-street spaces per unit.

Mr. Eastman asked the Commissioners if they had any other questions? They did not. Mr. Eastman asked if there was anyone to speak in favor or against of this case? There was not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 055-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN "AYE", (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: October 11, 2021
City Council Meeting: November 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 055-21 A request to remove from District R-2 (Two-family Residential) and include in District R-3 (Apartment House) for future residential development.

LOCATION 3431 E. 10th St.

APPLICANT Jim Satlak

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant structure	Approx. 2 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	Out of City Limits	R-2	R-2
Land Use	Vacant	Single-family Residential	Single-family Residential	Two-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low-density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 10th Ave.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future low-density residential. However, this request is consistent with the infill development goals in that plan.

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

The current zoning of R-2 is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The uses permitted in R-3 still of residential nature. In addition, a buffer yard will be required where the property directly abuts R-2 districts.

DISCUSSION

This request to rezone to R-3 is for a future multi-family development within the existing structure, with a possible small addition. The property will exhibit a unit density below that of the property directly to the West despite having a multi-family use. Even so, a buffer yard will be required along the West property line.

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

Staff recommends approval of Case 055-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 055-21
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 10-4-21
Public Hearing Date: 10-11-21

APPLICANT: JIM SATLAK JMJ RENTALS PHONE: 417 540596
ADDRESS: 3431 E TENTH EMAIL:

OWNER: JIM SATLAK PHONE: 417 540596
ADDRESS: P.O. Box 597 JOPLIN MO 64802-0597 EMAIL:

LOCATION/ADDRESS OF PROPERTY: 3431 E TENTH

Present Zoning R-2 Requested Zoning: R-3 Acreage: ~ 2ac.
Present Use of Property: Vacant multi-unit house

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	R-2
South	Single-family	R-2
East	Single-family	out of Joplin
West	Duplexes	R-2

Character of the Neighborhood: Mixed housing types

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

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: 10TH ST
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED 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:

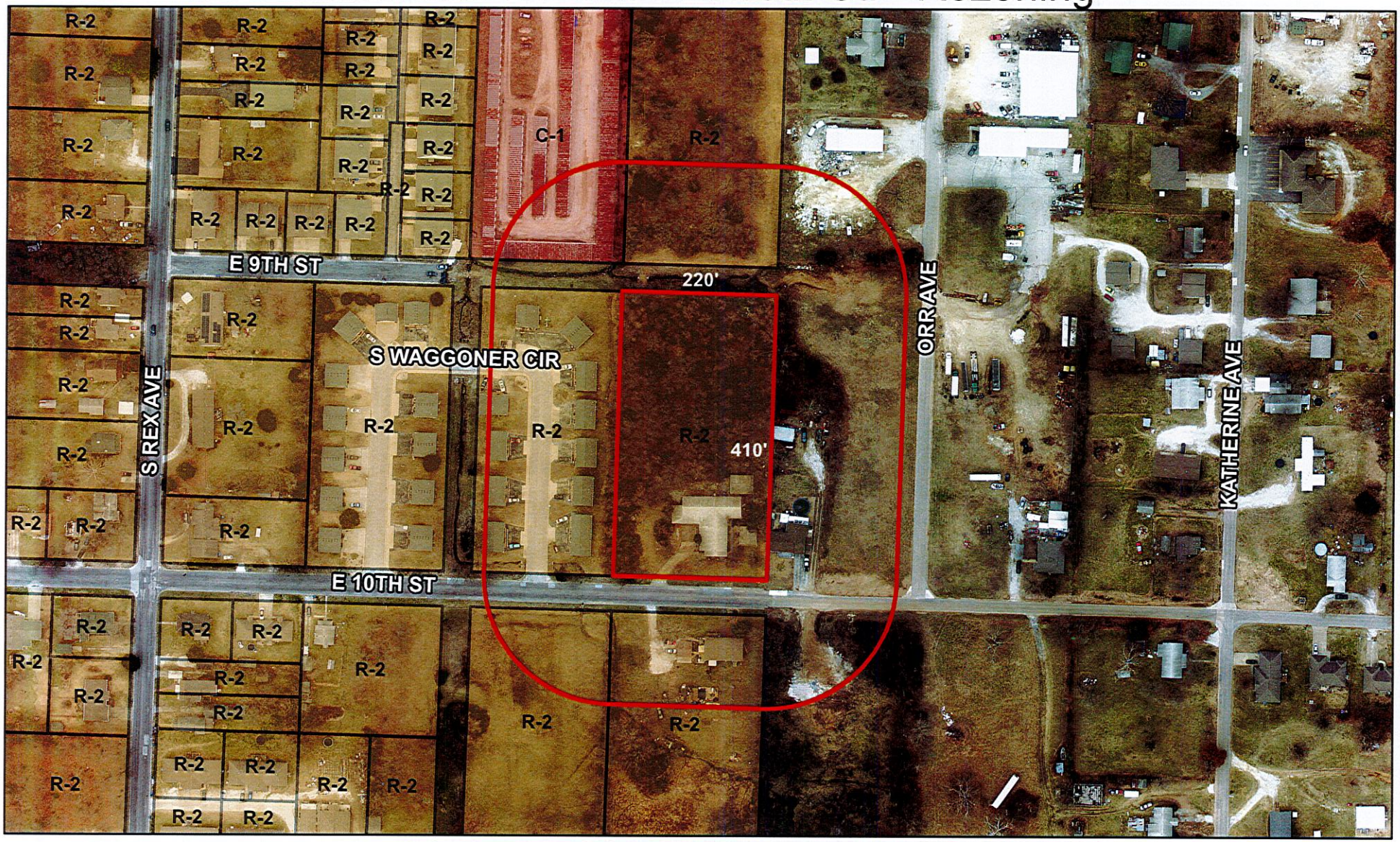
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
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 and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: James Sattler DATE: AUG 27 2021

TITLE: OWNER

Case 055-21: 3431 E. 10th St. - Rezoning



Case 055-21: 3431 E. 10th St. – A request to remove from District R-2 (Two-family Residential) and include in District R-3 (Apartment House) for future residential development – Jim Satlak

P & Z Case 055-21
Jim Satlak
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-288 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-2 (Two- Family Residential) and including in District R-3 (Apartment House) property as described below and located at 3431 E 10th 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 R-3:

All of Lots Numbered Sixty-one (61), Sixty-two (62), Sixty-three (63), and Sixty-four (64) in Oak Ridge Sub-division in the City of Joplin, 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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-289 – Rezone C-O to C-3.

MEETING DATE:
November 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 056-21: Approximately 175 feet North of the intersection of S. Connecticut Ave. and E. 24th St. – A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future Commercial development – Benchmark Estate, LLC.

BACKGROUND:
This request to rezone to C-3 is for future C-store development. The proposed development will be required to meet the S. Connecticut design guidelines from the Comprehensive Plan. These are significantly more stringent than our base development guidelines from the Zoning Code. There will be required buffers on the three property lines that do not abut Connecticut.

This portion of Connecticut – being south of 20th St. to 32nd St. – is undergoing a transition from more residential uses to more commercial and high-density residential uses

PLANNING & ZONING COMMISSION TESTIMONY:
TJ Ghandi, Discount Smokes and Liquor, 25 Coleridge, Joplin, MO. The property is located next to Ozark Prosthetics and Orthotics and they do own the property. This will be Discount Express, which will be a C-Store about 5,000 square feet building with 8 dispensers.

Mr. Kimble stated that the entrance and exit is really close to the stoplight. Are there any hazards there? Coming in and exiting by the intersection?

Mr. Stanton stated they would review that in more detail, if it is too close then the traffic engineer will be looking at it.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Case 056-21.
Planning & Zoning Commission recommends approval for Case 056-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-289, Staff Planning Report, P&Z Commission Minutes

CB 2021-289

Case 056-21: Approximately 175 feet North of the intersection of S. Connecticut Ave. and E. 24th St. – A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future Commercial development – Benchmark Estate, LLC.

TJ Ghandi, Discount Smokes and Liquor, 25 Coleridge, Joplin, MO. The property is located next to Ozark Prosthetics and Orthotics and they do own the property. This will be Discount Express, which will be a C-Store about 5,000 square feet building with 8 dispensers.

Mr. Eastman asked the Commissioners if they had any other questions? They did not. Mr. Eastman asked if there was anyone to speak in favor or against of this case? There was not.

Mr. Kimble stated that the entrance and exit is really close to the stoplight. Are there any hazards there? Coming in and exiting by the intersection?

Mr. Stanton stated they would review that in more detail, if it is too close then the traffic engineer will be looking at it.

Mr. Eastman asked the Commissioners if they had any other questions? They did not. Mr. Eastman asked if there was anyone to speak in favor or against of this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MS/ STEELE THAT CASE 056-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN "AYE", (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: October 11, 2021
City Council Meeting: November 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 056-21 A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future Commercial development

LOCATION Approximately 175 feet North of the intersection of S. Connecticut Ave. and E. 24th St.

APPLICANT Benchmark Estate, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-O	Vacant	Approx. 1.18 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-O	C-O	R-1	R-1
Land Use	Office/Medical	Single-family Residential	Substation	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Commercial Opportunity Area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Connecticut Ave.	Collector	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future Commercial Opportunity Area. This request is consistent with the infill goals as well.

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

The current zoning of C-O is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. A buffer will be required where this property abuts C-O and R-1 zoning.

DISCUSSION

This request to rezone to C-3 is for future C-store development. The proposed development will be required to meet the S. Connecticut design guidelines from the Comprehensive Plan. These are significantly more stringent than our base development guidelines from the Zoning Code. There will be required buffers on the three property lines that do not abut Connecticut.

This portion of Connecticut – being south of 20th St. to 32nd St. – is undergoing a transition from more residential uses to more commercial and high density residential uses, as indicated by the Commercial Opportunity Area designation on the future land use map. Most of the property between 20th and 24th is now zoned C-O, C-1, or C-3.

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

Staff recommends approval of Case 056-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 056-21
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 10-4-21
Public Hearing Date: 10-11-21

APPLICANT: Benchmark Estate LLC. PHONE: 469.258.9749
ADDRESS: ZIP:

OWNER: Benchmark Est. LLC. PHONE:
ADDRESS: 25- Gearidge Dr. ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: 2318 Connecticut

Present Zoning CO Requested Zoning: C-3 Acreage: 1.18
Present Use of Property:

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Joplin PROSTHETICS	CO.
South	Empire Sub station	R1
East	VACANT	CO.
West	VACANT	CO.

Character of the Neighborhood: Mixed Used --- PROF. Offices ---
2- C. Stores --- Multi & single family --- Railline ---

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   We Do not Think it would.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Underground Fuel Tanks Drive through.

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: CONNECTICUT Ave.
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO.

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

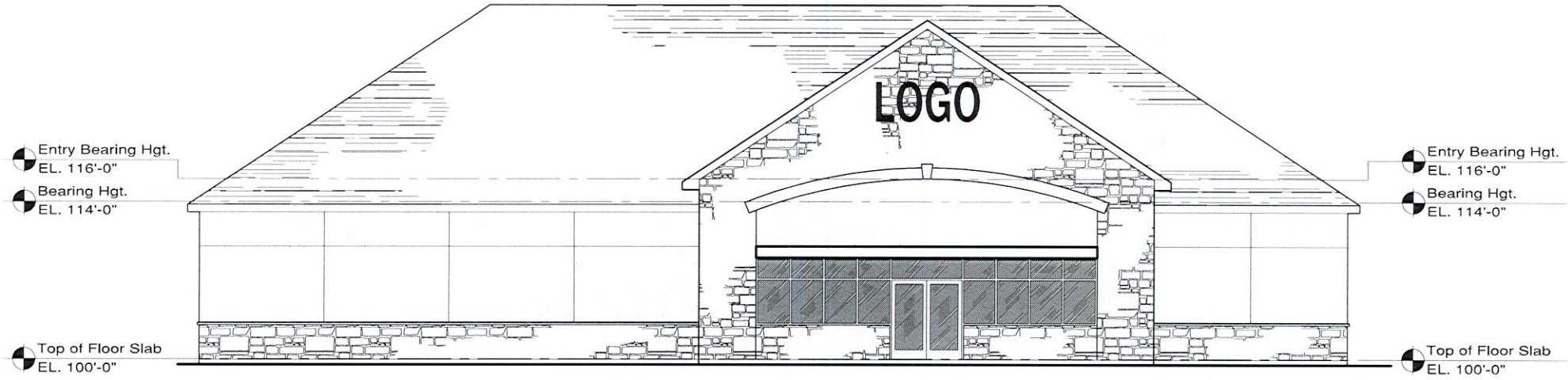
SIGNATURE: _____ DATE: 9/9/21

EMAIL: tJgandhi786@gmail.com.

TITLE: President.

2318 Connecticut Rezoning Request - Benchmark, Inc

We are requesting the rezoning of this property in order to construct a convenience store with underground fuel tanks and with a drive-through. The immediate area currently has Casey's General store and Zips convenience store along Connecticut Avenue. Directly north of the property is Joplin Prosthetics who are the owners of the land we seek to rezone. Directly south of the property is a Liberty substation that also wraps along the west or rear of this parcel. This parcel is located on the west side of Connecticut that would not directly impact or meet any residential property. Connecticut Avenue has a turn lane we believe will handle the traffic flow created as a convenience store business traffic comes and goes rather quickly. The benefits to Joplin would be economic growth, sales tax revenue and additional employment opportunities.



East Elevation

SCALE: NTS

Floor Plan Notes

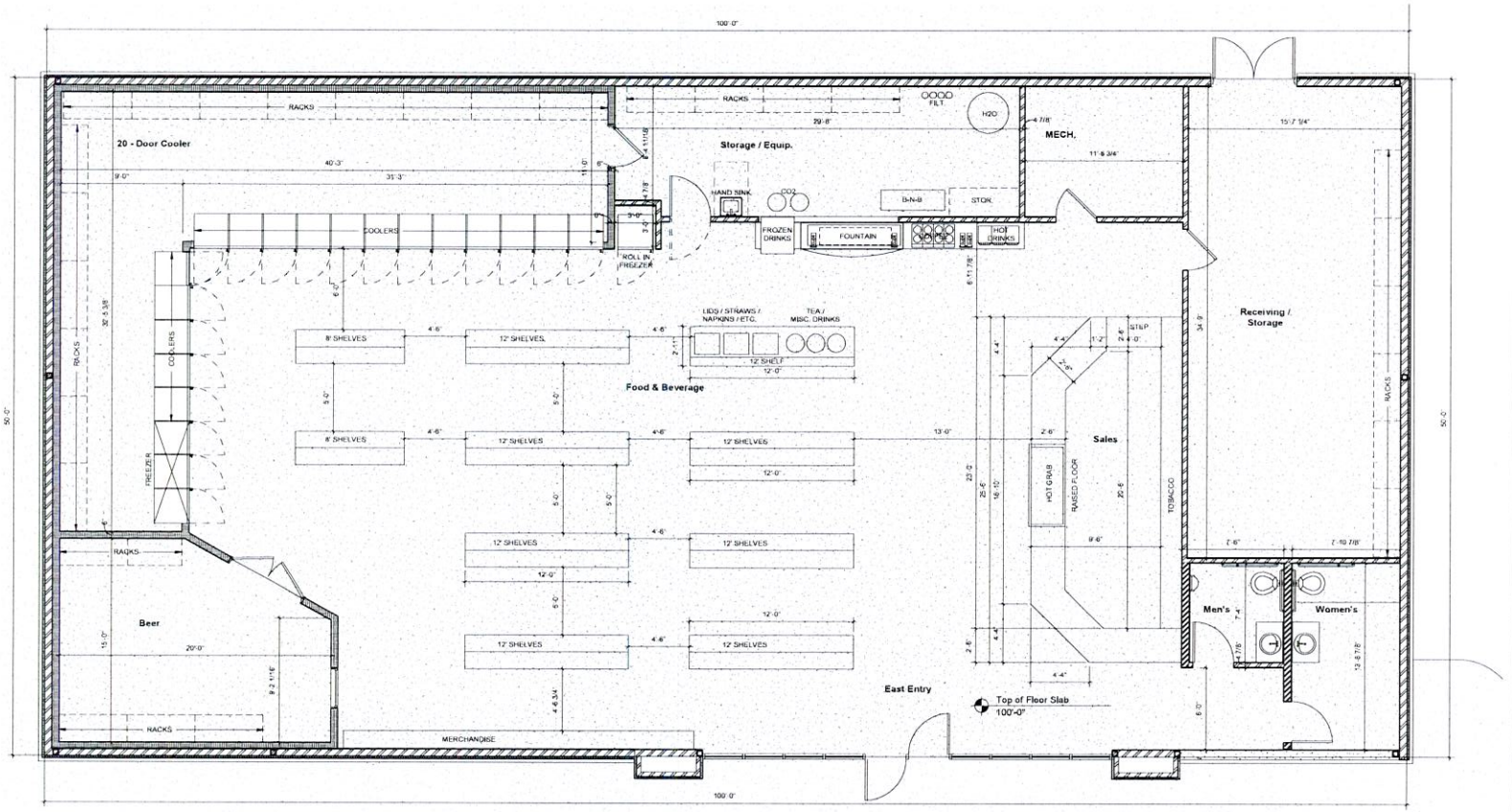
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS OF ANY OWNER INSTALLED ITEMS.
5. FURNITURE & WINDOW TREATMENTS ARE NOT IN CONTRACT (N.I.C.) UNLESS OTHERWISE NOTED ON DRAWINGS.
6. MILLWORK CONTRACTOR SHALL FIELD VERIFY FINAL DIMENSIONS.
7. PROVIDE & INSTALL SOUND BATT INSULATION AT ALL INTERIOR WALLS
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL SHEETS FOR IN-SLAB REQUIREMENTS.

Floor Plan Abbreviations

(N.I.C.)	NOT IN CONTRACT. FURNISHED AND INSTALLED BY OTHERS.
(TYP.)	TYPICAL
(RR)	RESTROOM
(DEMO)	DEMOLITION, DEMOLISH OR REMOVE
A.F.F.	ABOVE FINISH FLOOR
F.C. GPDW	FIRE CODE GYPSUM DRYWALL
F.E.	FIRE EXTINGUISHER
D.S.	DOWNSPOUT
F.D.	FLOOR DRAIN (SEE PLUMBING PLANS)
T.B.D.	TO BE DETERMINED
S.B.	SOUND BATT INSULATION

Floor Plan Legend

- EXT. 6" MTL. STUD WALL WITH 5/8" F.C. GPDW, PAINTED. EXT. 1-1/2 E.I.F.S. PAINTED, ABOVE MODULAR BRICK VENEER
- 12" C.M.U. WALL w/ 3-5/8" MTL. STUD AND 5/8" F.C. GPDW
- INT. 3-5/8" MTL. STUD WALL
- INT. 6" MTL. STUD WALL
- PRE-FAB COOLER WALL
- BUILDING SECTION
- SECTION LETTER
- SHEET SECTION FOUND ON
- DOOR ASSEMBLY MARK
- WINDOW MARK
- ROOM NAME
- Office
- ROOM NUMBER
- SECTION/DETAIL LETTER/NUMBER
- SHEET DETAIL FOUND ON
- ELEVATION MARK
- ELEVATION NUMBER
- ELEVATION FOUND ON SHEET
- 1" = 1'-0" SECTION



Floor Plan

SCALE: 1/4" = 1'-0"

5,000 SF

NORTH

HUNTER & MILLARD ARCHITECTS, INC.

1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com

Missouri Certificate of Authority: A-2008008317

Revisions	By

New Construction For:

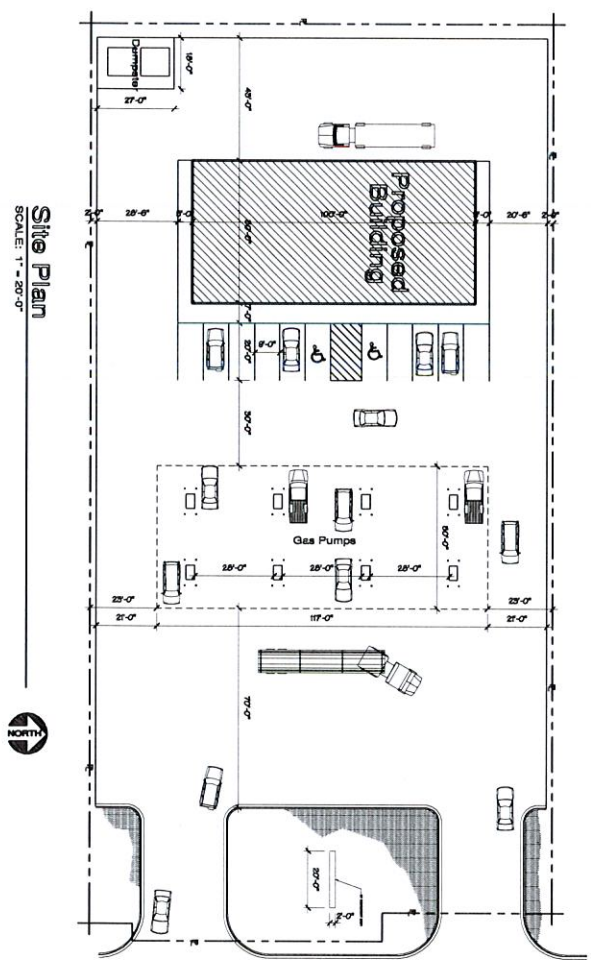
Turtle Stop C-Store

Seneca, Missouri

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	8-20-2021
Scale	As indicated
Job Number	21xx
Floor Plan	A1



Drawn By	
Checked By	
Date	
Scale	1/8" = 1'-0"
Job Number	2154
Floor Plan	1

Preliminary
07.12.2021

New Construction for

Gas Station

2312 S Connecticut Ave. Joplin, MO

REVISIONS	BY

HUNTER & MILLARD ARCHITECTS, INC.

1801 S. Main Street
Joplin, MO 64804
(417) 624-8872
hunterandmillard.com

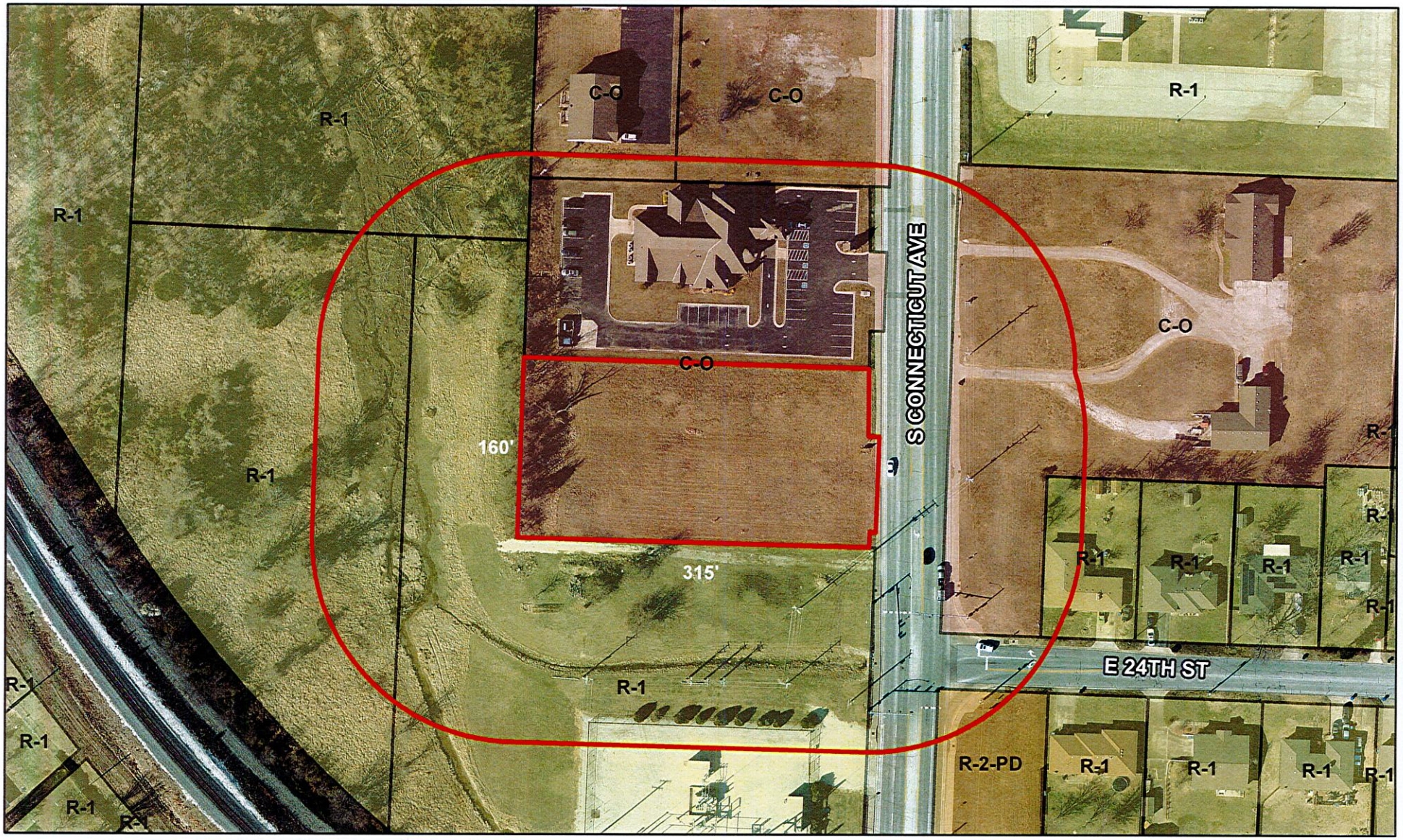
Missouri Certificate of Authority: A-2008008317



East Elevation

SCALE: NTS

Case 056-21: Approximately 175 feet North of the intersection of S. Connecticut Ave. and E. 24th St. - Rezone



Case 056-21: Approximately 175 feet North of the intersection of S. Connecticut Ave. and E. 24th St. – A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future Commercial development – Benchmark Estate, LLC.

N

0 50 100 200 300 400 Feet

P & Z Case 056-21
Benchmark Estate, LLC.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-289 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O (Non-retail Commercial) and including in District C-3 (Commercial) property as described below and located at approximately 175 feet of the intersection of S. Connecticut Ave and E. 24th Street.

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:

A part of the Lot Ninety (90), Southmorland Acres, an addition to the City of Joplin, Missouri described as follows: commencing at the Northeast Corner of said Lot 90, thence South 01°58'54" West, along the East line of said Lot 90, 578.10 feet to the point of Beginning; thence South 01°58'54" West, along said East line of Lot 90, 166.75 feet to an existing iron pin; thence North 78°50'46" West 319.00 feet; thence North 01°25'53" East, 165.00 feet to an iron pin (PLS-2007017965); thence South 88°04'12" East, 319.00 feet to the Point of Beginning, except any part taken or deeded for road purposes.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-290-Street Vacation

MEETING DATE:
November 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 057-21: Approximately 700 feet East of the intersection of E. 9th St. and S. Rex Ave. – A request to vacate street right-of-way – Jim Satlak

BACKGROUND:
This vacation is being sought for the consolidation of the site.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. This is roughly the same property that came before you for rezoning, there is some 9th Street right-of-way up on the north side, which is unimproved. Orr Ave, which is now in Duquesne was originally platted abutting the East side of Mr. Satlak's property. He is requesting that both rights-of-way be vacated.

PUBLIC COMMENT:
None.

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

RECOMMENDATION:
Staff recommends approval of Case 057-21.
Planning & Zoning Commission recommends Case 057-32 for approval, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2021-290, Staff Planning Report, P&Z Commission Minutes

CB 2021-290

Case 057-21: Approximately 700 feet East of the intersection of E. 9th St. and S. Rex Ave. – A request to vacate street right-of-way – Jim Satlak

Keegan Stanton, 602 S. Main Street, Joplin, MO. This is roughly the same property that came before you for rezoning, there is some 9th Street right-of-way up on the north side, which is unimproved. Orr Ave, which is now in Duquesne was originally platted abutting the East side of Mr. Satlak's property. He is requesting that both rights-of-way be vacated. There are no utilities in there, except for unused sewer. He is the owner of all properties surrounding this request.

Mr. Kimble mentioned the old sewer is how long or how big.

Mr. Stanton stated he did not know.

Mr. Eastman asked the Commissioners if they had any other questions? They did not. Mr. Eastman asked if there was anyone to speak in favor or against of this case? There was not.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 057-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN "AYE", (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: October 11, 2021
City Council Meeting: November 1, 2021

STAFF PLANNING REPORT
Vacation

CASE 057-21 A request to vacate 9th St. and Orr Ave. right-of-way.

APPLICANT Jim Satlak

REPRESENTATIVE Jim Satlak

LOCATION 3431 E. 10th St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 20' x 410'
Street Right-of-Way	Approximately 40' x 220'

REASON FOR VACATION

Jim Satlak has petitioned for this street vacation in order to consolidate his land holdings to the North and East and redevelop the site for future residential development.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

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

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

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

STAFF ANALYSIS

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

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

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

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

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

Yes.

DISCUSSION

This vacation is being sought for the consolidation of the site. This property is presently zoned R-2, and that designation would be extended to the vacated property should this item pass. Orr Ave. is presently located in Duquesne – the right-of-way being requested to be vacated is the originally planned alignment for Orr Ave. that was never built.

Staff recommends approval of Case 057-21.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form and Attachments to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 057-21
Filing Fee: $550.00
Date Advertised:
Date Notices Sent 10-4-21
Public Hearing Date: 10-12-21

I. Applicant Name: JIM SOTCAK Phone: 417 540 5976

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

Address: P.O. Box 597 JOPLIN MO 64802-0597 Email:

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation_____

Utility Vacation____

Other (Please specify)_____

III. Location of street, alley, utility easement, or other reservation: 9TH AND ORA

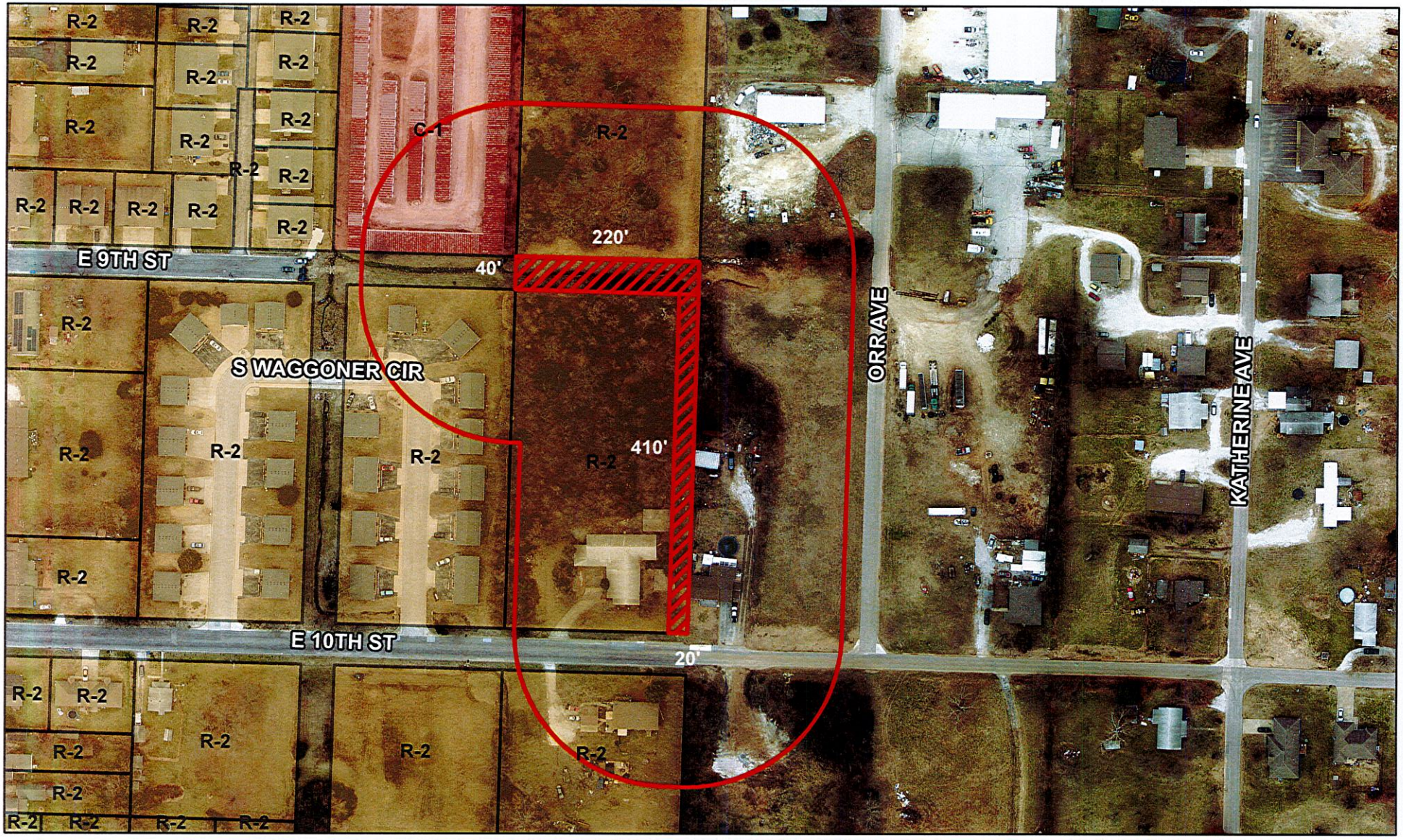
IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. NO

2. The vacation will not cause the public to suffer a loss or inconvenience. NO

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

Approximately 700 feet East of the intersection of E. 9th St. and S. Rex Ave. – Vacation



Case 057-21: Approximately 700 feet East of the intersection of E. 9th St. and S. Rex Ave. – A request to vacate street right-of-way – Jim Satlak

P & Z Case 057-21
Jim Satlak
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-290 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 700 feet East of the intersection of E. 9th Street and S. Rex Ave., City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of approximately700 feet East of the intersection of E. 9th Street and S. Rex Ave. City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

As all that part of Orr Street being Twenty Feet (20') wide lying East of and contiguous to Lots 61 thru 64 inclusive, being bound on the North by the projection of the South line of Lot Numbered Sixty-five (65) and being bound by the projection of the South Line of Lot Numbered Sixty-one (61) in Oak Ridge Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. All that part of 9th Street being Forty Feet (40') wide lying North of and contiguous to Lot 64 in Oak Ridge Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address	2. Grant Number (Federal Award Identification Number (FAIN)	
Joplin Consortium 602 S. Main Joplin, Missouri 64801-2316	M21-DP290209	
	3a Tax Identification Number 446000196	3b. Unique Entity Identifier (formerly DUNS) 010649846
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)		$0
a. Formula Funds	$	
7. Current Transaction (+ or -)		$1,736,017.00
a. Administrative and Planning Funds Available on Federal Award Date	$86,800.85	
b. Balance of Administrative and Planning Funds	$173,601.70	
c. Balance of Formula Funds	$1,475,614.45	
8. Revised Obligation		$
a. Formula Funds	$	

9. Special Conditions (check applicable box)

☐ Not applicable ☐ Attached

10. **Federal Award Date (HUD Official's Signature Date)**

09/20/2021

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance

Date in Box #10 - 09/30/2030

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Dana Buckner, Director, Office of Community Planning and Development	14. Signature x Dana L Buckner	15. Date 9 / 22 / 2021
16. For the Grantee (Name and Title of Authorized Official) Nicholas Edwards, City Manager	17. Signature x	18. Date / /

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME ARP*

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	$1,736,017.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REGION VII
Gateway Tower II, Room 200
400 State Avenue
Kansas City, KS 66101-2406
HUD Home Page: *www.hud.gov*

September 22, 2021

Troy Bolander
Director, Planning, Development
and Neighborhood Services
City of Joplin
602 South Main Street
Joplin, MO 64801-2606

Dear Mr. Bolander:

The American Rescue Plan Act of 2021 appropriated $5 billion to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021. On September 13, 2021, the Department published a notice, titled: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (the Notice), which you are encouraged to review to assist in developing your program. Enclosed is the Grant Agreement for the HOME Investment Partnerships – America Rescue Plan (HOME-ARP) program:

In accordance with the Notice, and the HOME ARP Grant Agreement, a Participating Jurisdiction (PJ), as of the Federal Award Date, may use up to five percent of its total award for administrative and planning costs. Once your HOME-ARP Allocation Plan is approved by HUD, the remaining award will be made available.

HOME Investment Partnerships - American Rescue Plan
(HOME-ARP) $1,736,017

Transmittal of this Grant Agreement does not constitute approval of the activities described in your HOME-ARP Allocation Plan. You are reminded that you, as the PJ, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and the City of Joplin, Missouri.

To establish a Line of Credit for the HOME-ARP award, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the HOME-ARP Grant Agreement with electronic signatures. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of the agreements to this office to the attention of **CPD General Correspondence Mailbox**, at CPD_GeneralCorr-KC@hud.gov. Maintain a copy of the agreement with your original signature on site in your program files.

HUD congratulates the City of Joplin on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Susanna Larsen, CPD Representative at 913-321-9720 or susanna.s.larsen@hud.gov.

Sincerely,



Dana Buckner
Director, Office of Community
Planning and Development

Enclosure

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
RS 2021-019 – HOME American Recovery Plan Federal Assistance Agreement.

MEETING DATE
November 15, 2021

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

SUMMARY
The following is a resolution that authorizes the signature of the Federal Assistance Agreement with the U.S. Department of Housing and Urban Development (HUD) for the Joplin HOME Consortium American Recovery Plan (HOME ARP) Program.

BACKGROUND
As required for funds appropriated under Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) (ARP) for the HOME Investment Partnerships Program (HOME) the City of Joplin as the Participation Jurisdiction of the HOME Consortium will be required to prepare an Action Plan to be submitted to HUD consistent with ARP to provide homelessness assistance and supportive services. Due to the complexity and scale of the program, waivers and alternative requirements have be created as outlined in CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program, which include signing of assistance agreement prior to Action Plan submittal to make available 5% of allocated grant for planning and administration, to provide funds for staff and action plan formulation. Plan making process will require involvement of the Continuum of Care, local service providers, Public Housing Agencies and Community Housing Development Organization, as well as approval by the Joplin HOME Consortium Members and the City of Joplin.

The HOME-ARP allocation for the Joplin HOME Consortium is $1,736,017.00.

RECOMMENDATION
Staff recommends adoption of RS 2021-019.

ATTACHMENTS
RS 2021-019, Joplin HOME ARP Grant Transmittal Letter, HOME ARP Grant Agreement

RESOLUTION NO. 2021-019

A RESOLUTION authorizing the signing of the Joplin HOME Consortium American Recovery Plan Federal Assistance Agreement with the U.S. Department of Housing and Urban Development as required for HOME ARP implementation as outlined in CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program.; and authorizing the City Manager to sign said agreement for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin has received funds as appropriated by the American Rescue Plan Act of 2021 from the Department of Housing and Urban Development for the purposes of providing homelessness assistance and supportive services.
and

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

Section 1: That the City of Joplin sign the HOME ARP Grant Agreement to use up to 5% of its total award for administrative and planning costs.

Section 2: That the City of Joplin begin the formulation of and action plan in accordance with the requirements of the HOME Investment Partnership American - Rescue Plan as described in Notice CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2021-020 – Approving a board appointment to the 32nd Street Place Community Improvement District (CID)

MEETING DATE
November 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2021-020

REVIEWED BY
Department Head: Leslie Haase; Planning, Development and Neighborhood Services Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution approves a request of the 32nd Street Place Community Improvement District (the "CID") and Woodsonia Joplin, LLC. (the "Developer") to approve the appointment of a new director to the Board of Directors of the CID.

BACKGROUND
Ordinance No. 2020-113 established the 32nd Street Place CID and approved the CID petition. As outlined in the terms of the petition, the Board of Directors of the CID are appointed by the Mayor with the consent of the City Council. Toby Teeter resigned his CID Board appointment effective July 31, 2021. The Developer requests the appointment of Jack ("Jef") Frost to fill the vacancy commencing upon the approval of this resolution and expiring in 2022.

FUNDING SOURCE
This item is not applicable for board appointments.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2021-020

A RESOLUTION approving a request of the appointment of a member of the Board of Directors of the 32nd Street Place Community Improvement District.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the 32nd Street Place Community Improvement District (the "District") was established pursuant to City Ordinance No. 2020-113 on or about August 3, 2020 (the "2020 Ordinance"); and,

WHEREAS, pursuant to the 2020 Ordinance, the Board of Directors of the District is to be appointed by the Mayor with the consent of the City Council; and,

WHEREAS, Toby Teeter resigned from the Board of Directors effective July 31, 2021; and,

WHEREAS, Woodsonia Joplin, LLC (the "Developer") has requested the appointment of Jack ("Jef") E. Frost to the Board of Directors of the District (the "2021 Appointment"); and,

WHEREAS, the City wishes to approve the 2021 Appointment.

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

Section 1. The 2021 Appointment of Jack ("Jef") Frost to serve as a member of the Board of Directors of the District is hereby approved.

Section 2. The term of Jack ("Jef") Frost's office on the Board of Directors of the District shall be the remainder of Toby Teeter's term expiring in 2022.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 15th day of November 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

RESOLUTION NO. 2021-021

A RESOLUTION establishing a "Proposition Action Implementation and Oversight Committee".

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the purpose of the Proposition Action Implementation and Oversight Committee is to provide guidance with the implementation of the Action Plans adopted by the City Council, and the following individuals are appointed to assist in this effort:

Erik Barlett	Rob O'Brian
Cleo Copeland	Dan Pekarek
Kim Cox	Mike Seibert
Gary Duncan	Rhonda Thompson
CB Eastman	Jhan Hurn
Gloria Turner	

Section 2. That this Committee is tasked and charged with oversight of the implementation of the Action Plans adopted by the City Council.

Section 3. That this Committee shall provide accountability for how the Action Plans are carried out and ensure that the City is following the Action Plans as presented to the citizens of the City of Joplin in the passage of Proposition Action.

Section 4. That the City Council may elect to modify the number of members, the term and the charge of this Committee at any time by majority vote.

Section 5. That the Capital Oversight Committee may be tasked with the financial oversight for the Use Tax and the tax dollars are collected and deployed.

Section 6. That the City Manager shall designate appropriate City staff to serve as liaisons to the Committee.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

RESOLUTION NO. 2021-022

A RESOLUTION establishing a Memorial Hall Citizens Committee to assist with the April 5, 2022 election relating to the proposed Bond issue for the reconstruction, renovation, expansion, and improvements for Memorial Hall.

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

Section 1. That the purpose of the Memorial Hall Citizens Committee is to assist with the April 5,2022 election relating to the proposed Bond issue for improvements to Memorial Hall and the following individuals are appointed to assist in this effort:

Richard Russell	Dan Pekarek	Josh DeTar
Bob Harrington	Pete Hall	Lori Haun
Brad Belk	Damien Tiregol	Fred Palmer
Chalise Cooper	Michael Sanders	Audie Dennis
Dustin Parker	Sharon Beshore	Shelly Kraft
Jhan Hurn	Warren Turner	Neil Lamont
John Mark Thomas		

Section 2. That the City Manager shall designate appropriate City staff to serve as liaisons to the Committee.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of November 2021 by a vote of

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

COUNCIL BILL NO. 2021-010 ORDINANCE NO.

AN ORDINANCE repealing Ordinance 2021-079; and, containing an emergency clause.

WHEREAS, Ordinance 2021-079 was enacted by the Joplin City Council on or about May 17, 2021; and

WHEREAS, Ordinance 2021-079 is an ordinance calling an election or providing for submission of a proposal to the people, specifically, whether to issue general obligation bonds in the amount not to exceed $10 million to reconstruct, renovate, and improve the former downtown Library Building and improve related parking; and

WHEREAS, the Joplin City Council no longer desires to call an election or provide for submission of said proposal to the people; and

WHEREAS, accordingly, the Joplin City Council desires to repeal Ordinance 2021-079.

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

Section 1. That Ordinance 2021-079, a true and accurate copy of said Ordinance being attached hereto and incorporated as Exhibit "A", be, and the same is, hereby repealed.

Section 2. The City Clerk is hereby authorized and directed to notify the County Clerks of Jasper County and Newton County, Missouri, of the adoption of this Ordinance no later than 4:00 P.M. on January 25, 2022.

Section 3. That this Ordinance, being an ordinance regarding the calling of an election or providing for submission of any proposal to the people, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2021-515 **ORDINANCE NO.** 2021-079

AN ORDINANCE calling an Election in the City of Joplin, Missouri to authorize general obligation bonds in the amount not to exceed $10,000,000 to reconstruct, renovate and improve the former downtown Library Building in the City, and to improve related parking; and, containing an emergency clause.

WHEREAS, the former downtown Library Building will revert to the City of Joplin, Missouri; and,

WHEREAS, a partnership between MSSU, the Joplin R-VIII School District, the Joplin Chamber of Commerce Foundation, and the City of Joplin is being proposed to develop a joint venture to renovate and improve the former downtown Library Building; and,

COPY

WHEREAS, the facility will be used to build careers for high school and MSSU students, to provide digital workforce reskilling of displaced workers, and to create placemaking space for culinary and entrepreneurial startups known as "Project Launchpad"; and,

WHEREAS, the City Council finds it necessary and hereby declares its intent to issue its general obligation bonds to reconstruct, renovate and improve the former downtown Library Building in the City (the "Project") for the joint venture "Project Launchpad."

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

Section 1. An election is hereby ordered to be held in the City on April 5, 2022, on the following question:

QUESTION 2

> Shall the City Council of the City of Joplin, Missouri be authorized to issue general obligation bonds in the amount not to exceed $10,000,000 to reconstruct, renovate and improve the former downtown Library Building and improve related parking?

Section 2. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 3. The City Clerk is hereby authorized and directed to notify the County Clerks of Jasper County and Newton County, Missouri of the adoption of this Ordinance no later than 4:00 P.M. on January 25, 2022, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 4. The City may make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the bonds. The maximum principal amount of the bonds expected to be issued for the Projects is $10,000,000.

Exhibit "A"

Section 5. That this Ordinance, being an Ordinance submitting a bond question to the voters, is an emergency within the meaning of Section 2.12 (2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOUR, this 17th day of May 2021, by a vote of 7-1-1. Nays: Stinnett. Absent: Monteleone.

Ryan, D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

NOTICE OF ELECTION

CITY OF JOPLIN, MISSOURI

Notice is hereby given to the qualified voters of the City of Joplin, Missouri that the City Council has called an election to be held on April 5, 2022, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT
CITY OF JOPLIN, MISSOURI

APRIL 5, 2022

QUESTION 2

Shall the City Council of the City of Joplin, Missouri be authorized to issue general obligation bonds in the amount not to exceed $10,000,000 to reconstruct, renovate and improve the former downtown Library Building and improve related parking?

YES ☐
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the District:

PRECINCT	POLLING PLACE

DATED: _____, 2022.

_____
County Clerk of _____ County, Missouri

COUNCIL BILL NO. 2021-170 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Fabick Cat in the amount of Two Hundred Twenty-Two Thousand, Seven Hundred and 00/100 Dollars ($222,700.00) for the purchase of a Small Wheel Loader with Coupler; and containing an emergency clause.

WHEREAS, Fabick Cat holds the State bid #IFB605CO20000206 for loader purchases.

WHEREAS, in the FY 2021-2022 budget process, Council approved and budgeted funds to cover the purchase of a Small Wheel Loader with Coupler.

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

Section 1. That a Purchase Order be issued to Fabick Cat for a replacement Small Wheel Loader with Coupler in the amount of Two Hundred Twenty-Two Thousand, Seven Hundred and 00/100 Dollars ($222,700.00), be and the same is, hereby approved.

Section 2. That Fiscal Year 2021-2022 budgeted reflect an appropriation in the total amount of Two Hundred Twenty-Two Thousand, Seven Hundred and 00/100 Dollars ($222,700.00) for the replacement of a Small Wheel Loader with Coupler.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing with appropriations, the availability of equipment, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-170

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

_____

Leslie Haase, Director of Finance

Quote 171947-01

September 27, 2021

CITY OF JOPLIN FINANCE DEPARTMENT
602 S MAIN ST
JOPLIN, MISSOURI 64801-2316

Attention: DEAN SMITH

Dear Dean Smith,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 938M Small Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

Thank you for your interest in Fabick CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Audy Holman
Machine Sales Representative
Fabick CAT
audy.holman@fabickcat.com
(417) 540-3005

One (1) New Caterpillar Inc. Model: 938M Small Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN, Auto idle shut down feature, Cat C7.1ACERT engine, -Power modes (standard and performance), -Power by range (high power in range 4), -Tier 4 Final/Stage V compliant, -Turbocharged and aftercooled, -Filtered crankcase breather, -Diesel particulate filter, -Selective Catalyst Reduction, Coolant protection to -34C (-29F), Differential lock in front axle, Dry type air cleaner, Enclosed wet disc full hydraulic brakes, Fuel priming pump, automatic, Fuel water separator, Hydraulically driven demand cooling fan, Hydrostatic transmission with electronic, control, -Operator modes (default, TC, hystat and, ice), -Directional shift agressiveness (fast,, medium, slow), -Rimpull control, adjust wheel torque, -Creeper control, adjust ground speed, Lubed for life driveshafts, Parking brake, electric, Single plane cooling package wide 6 fins, per inch density, S-O-S port,engine,coolant,transmission, oil

HYDRAULICS, Automatic lift and bucket kickouts,, adjustable in-cab, Bucket and fork modes, adjustable in-cab, Cylinder damping at kickout and, mechanical end stops, Fine mode control (fast, medium, slow), in fork mode, Hydraulic response setting (fast,, medium, slow), Hydraulic diagnostic connectors and, S-O-S ports, Hydraulic sight gauge, visible, Load sensing hydraulics and steering, Seat mounted hydraulic joystick controls

ELECTRICAL, Alternator, 115-amp, heavy duty, 12V power supply in cab (2), Batteries, 1,000 CCA (2) 24 volt system,, disconnect switch, Back up alarm, Emergency shutdown switch, LED rear stop and turn lights, Heavy duty gear reduction starter, Product Link, Remote jump start post, Resettable main and critical function, breakers, Roading lights front and rear,

OPERATOR ENVIRONMENT, 75 mm (3 in) retractable seatbelt, Automatic temperature control, Cab, enclosed ROPS/FOPS pressurized, and sound suppressed, Cup holders, External heated mirrors with lower, parabolic, Ground level cab door release, Gauges, -Digital hour meter, odometer and, tachometer, -Digital ground speedometer and, direction indicator, -Engine coolant temperature gauge, -Fuel and diesel exhaust fluid level, indicator, -Hydraulic oil temperature gauge, Hydraulic control lockout, Interior cab lighting, door and dome, Interior rearview mirrors (2), Lunch box storage, Operator warning system indicators, Radio ready speakers, Rear window defrost, electric, Seat mounted electronic implement, controls, adjustable, Sliding glass on the side windows, Column mounted multi function control, -lights, wipers, turn signal, Suspension seat, fabric, Tilt and telescope steering wheel, Tinted front glass, Wet arm wiper/washer, 2-speed and, intermittent, front, Wet arm wiper washer, rear,

OTHER STANDARD EQUIPMENT, Large-access enclosure doors with, adjustable close/open force, Parallel lift loader linkage, Recovery hitch with pin, Remote mounted lubrication points, Vandalism protection-, lockable compartments,

MACHINE SPECIFICATIONS

Description	Reference No
938M SWL DCA2D	593-8978
LANE 1 - AVAILABLE FROM CLAYTON PDC	
LANE 2 - AVAILABLE FROM CLAYTON FACTORY USING PRIORITY CODE L2	
LANE 3 - AVAILABLE FROM CLAYTON FACTORY USING PRIORITY CODE L2	
INCLUDES:	
541-2673 938M WHEEL LOADER	541-2673
430-2945 PREP PACK, NORTH AMERICA	
536-5343 HYDRAULICS, 3V, CPLR READY, SL	536-5343
536-5284 HYDRAULICS, STANDARD	536-5284
530-1628 LINES, AUX 3RD, STD LIFT	530-1628
536-5339 JUMPER LINES, NONE	536-5339
333-6858 STEERING, STANDARD	333-6858
349-8013 DIFFERENTIAL, LIMITED SLIP REAR	349-8013
536-5320 ENVIRONMENT, STANDARD	536-5320
525-5974 WEATHER, COLD START 120V	525-5974
549-0451 CAB, DELUXE	549-0451
563-5967 SEAT, DELUXE	563-5967
372-1868 STANDARD RADIO (12V)	372-1868
366-8150 FENDERS, STANDARD	366-8150
467-7990 COUNTERWEIGHT,3770LBS(1710KG),HEAVY,7PC	467-7990
430-2860 RIDE CONTROL	430-2860
536-5314 QUICK COUPLER, FUSION	536-5314
559-0841 LIGHTS, AUX HALOGEN	559-0841
541-3066 LIGHTS, ROADING, HALOGEN, RH	541-3066
491-7922TOOLBOX AUX	491-7922
NOTE: Please refer to the Lane 1 section to complete your order.	
LANE 1 ORDER	0P-9001
ENGINE	527-0422
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES,20.5R25 MX XHA2 * L3	366-6882
KIT,SERIALIZED TECHNICAL MEDIA	0P-2491
INSTRUCTIONS, ANSI, US	430-2963
SHIPPING/STORAGE PROTECTION	0P-2266
PACK, DOMESTIC TRUCK	0P-0210
MP-4 in 1 bucket 3.5 yd	527-9408

PIGGYBACK OFF STATE BID NUMBER---------- IFB605C20000206

SELL PRICE	$222,700.00
EXT WARRANTY	Included
NET BALANCE DUE	**$222,700.00**
SALES TAX (0%)	$0.00
AFTER TAX BALANCE	**$222,700.00**

WARRANTY

Standard Warranty:	12 Months, Unlimited Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.
Extended Warranty:	3 year or 5000 hour powertrain hydraulic tech warranty

CSA:

F.O.B/TERMS：
Joplin

Accepted by_____ on _____

_____
Signature

CITY OF JOPLIN
COUNCIL AGENDAITEM

ITEM
Council Bill 2021-170
Replacement of a Small Wheel Loader with Coupler

MEETING DATE
November 15, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2021-170 Ordinance; Sales Quotation from Fabick Cat

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Fabick Cat in the amount of Two Hundred Twenty-Two Thousand, Seven Hundred and 00/100 Dollars ($222,700.00) for the purchase of a Small Wheel Loader with Coupler.

BACKGROUND
Due to the wear and tear on equipment, the Street Maintenance Division needs to replace a 2008 Case-E Wheel Loader with coupler. The lifespan of a loader is normally 10-15 years.

The decision was made by the Public Works Department to use the State bid to purchase the Small Wheel Loader with Coupler from Fabick Cat. This equipment meets City specification and mirrors existing equipment.

This purchase was approved in the FY 2021-2022 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with appropriations, the availability of the equipment, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2021-171 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Fabick Cat in the amount of Two Hundred Eighteen Thousand, Six Hundred Seventy and 00/100 Dollars ($218,670.00) for the purchase of a Small Wheel Loader; and containing an emergency clause.

WHEREAS, Fabick Cat holds the State bid #IFB605CO20000206 for loader purchases.

WHEREAS, in the FY 2021-2022 budget process, Council approved and budgeted funds to cover the purchase of a Small Wheel Loader.

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

Section 1. That a Purchase Order be issued to Fabick Cat for a replacement Small Wheel Loader in the amount of Two Hundred Eighteen Thousand, Six Hundred Seventy and 00/100 Dollars ($218,670.00), be and the same is, hereby approved.

Section 2. That Fiscal Year 2021-2022 budgeted reflect an appropriation in the total amount of Two Hundred Eighteen Thousand, Six Hundred Seventy and 00/100 Dollars ($218,670.00) for the replacement of a Small Wheel Loader.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing with appropriations, the availability of equipment, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-171

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

_____

Leslie Haase, Director of Finance

Quote 172224-01

September 27, 2021

CITY OF JOPLIN FINANCE DEPARTMENT
602 S MAIN ST
JOPLIN, MISSOURI 64801-2316

Attention: DEAN SMITH

Dear Dean Smith,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 938M Small Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

Thank you for your interest in Fabick CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Audy Holman
Machine Sales Representative
Fabick CAT
audy.holman@fabickcat.com
(417) 540-3005

One (1) New Caterpillar Inc. Model: 938M Small Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN, Auto idle shut down feature, Cat C7.1ACERT engine, -Power modes (standard and performance), -Power by range (high power in range 4), -Tier 4 Final/Stage V compliant, -Turbocharged and aftercooled, -Filtered crankcase breather, -Diesel particulate filter, -Selective Catalyst Reduction, Coolant protection to -34C (-29F), Differential lock in front axle, Dry type air cleaner, Enclosed wet disc full hydraulic brakes, Fuel priming pump, automatic, Fuel water separator, Hydraulically driven demand cooling fan, Hydrostatic transmission with electronic, control, -Operator modes (default, TC, hystat and, ice), -Directional shift agressiveness (fast,, medium, slow), -Rimpull control, adjust wheel torque, -Creeper control, adjust ground speed, Lubed for life driveshafts, Parking brake, electric, Single plane cooling package wide 6 fins, per inch density, S-O-S port,engine,coolant,transmission, oil

HYDRAULICS, Automatic lift and bucket kickouts,, adjustable in-cab, Bucket and fork modes, adjustable in-cab, Cylinder damping at kickout and, mechanical end stops, Fine mode control (fast, medium, slow), in fork mode, Hydraulic response setting (fast,, medium, slow), Hydraulic diagnostic connectors and, S-O-S ports, Hydraulic sight gauge, visible, Load sensing hydraulics and steering, Seat mounted hydraulic joystick controls

ELECTRICAL, Alternator, 115-amp, heavy duty, 12V power supply in cab (2), Batteries, 1,000 CCA (2) 24 volt system,, disconnect switch, Back up alarm, Emergency shutdown switch, LED rear stop and turn lights, Heavy duty gear reduction starter, Product Link, Remote jump start post, Resettable main and critical function, breakers, Roading lights front and rear,

OPERATOR ENVIRONMENT, 75 mm (3 in) retractable seatbelt, Automatic temperature control, Cab, enclosed ROPS/FOPS pressurized, and sound suppressed, Cup holders, External heated mirrors with lower, parabolic, Ground level cab door release, Gauges, -Digital hour meter, odometer and, tachometer, -Digital ground speedometer and, direction indicator, -Engine coolant temperature gauge, -Fuel and diesel exhaust fluid level, indicator, -Hydraulic oil temperature gauge, Hydraulic control lockout, Interior cab lighting, door and dome, Interior rearview mirrors (2), Lunch box storage, Operator warning system indicators, Radio ready speakers, Rear window defrost, electric, Seat mounted electronic implement, controls, adjustable, Sliding glass on the side windows, Column mounted multi function control, -lights, wipers, turn signal, Suspension seat, fabric, Tilt and telescope steering wheel, Tinted front glass, Wet arm wiper/washer, 2-speed and, intermittent, front, Wet arm wiper washer, rear,

OTHER STANDARD EQUIPMENT, Large-access enclosure doors with, adjustable close/open force, Parallel lift loader linkage, Recovery hitch with pin, Remote mounted lubrication points, Vandalism protection-, lockable compartments,

MACHINE SPECIFICATIONS

Description	Reference No
938M SWL DCA2D	593-8978
LANE 1 - AVAILABLE FROM CLAYTON PDC	
LANE 2 - AVAILABLE FROM CLAYTON FACTORY USING PRIORITY CODE L2	
LANE 3 - AVAILABLE FROM CLAYTON FACTORY USING PRIORITY CODE L2	
INCLUDES:	
541-2673 938M WHEEL LOADER	541-2673
430-2945 PREP PACK, NORTH AMERICA	
536-5343 HYDRAULICS, 3V, CPLR READY, SL	536-5343
536-5284 HYDRAULICS, STANDARD	536-5284
530-1628 LINES, AUX 3RD, STD LIFT	530-1628
536-5339 JUMPER LINES, NONE	536-5339
333-6858 STEERING, STANDARD	333-6858
349-8013 DIFFERENTIAL, LIMITED SLIP REAR	349-8013
536-5320 ENVIRONMENT, STANDARD	536-5320
525-5974 WEATHER, COLD START 120V	525-5974
549-0451 CAB, DELUXE	549-0451
563-5967 SEAT, DELUXE	563-5967
372-1868 STANDARD RADIO (12V)	372-1868
366-8150 FENDERS, STANDARD	366-8150
467-7990 COUNTERWEIGHT,3770LBS(1710KG),HEAVY,7PC	467-7990
430-2860 RIDE CONTROL	430-2860
536-5314 QUICK COUPLER, FUSION	536-5314
559-0841 LIGHTS, AUX HALOGEN	559-0841
541-3066 LIGHTS, ROADING, HALOGEN, RH	541-3066
491-7922TOOLBOX AUX	491-7922
NOTE: Please refer to the Lane 1 section to complete your order.	
LANE 1 ORDER	0P-9001
ENGINE	527-0422
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES,20.5R25 MX XHA2 * L3	366-6882
KIT,SERIALIZED TECHNICAL MEDIA	0P-2491
INSTRUCTIONS, ANSI, US	430-2963
SHIPPING/STORAGE PROTECTION	0P-2266
PACK, DOMESTIC TRUCK	0P-0210
MP-4 in 1 bucket 3.5 yd	527-9408
REMOVE QUICK COUPLER	

PIGGYBACK OFF STATE BID ----------IFB605CO20000206

SELL PRICE	$218,670.00
EXT WARRANTY	Included
NET BALANCE DUE	**$218,670.00**
SALES TAX (0%)	$0.00
AFTER TAX BALANCE	**$218,670.00**

WARRANTY

Standard Warranty:	12 Months, Unlimited Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.
Extended Warranty:	3 year or 5000 hour powertrain hydraulic tech warranty

CSA:

F.O.B/TERMS：
Joplin

Accepted by_____ on _____

_____
Signature

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-171
Replacement of a Small Wheel Loader

MEETING DATE
November 15, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2021-171 Ordinance; Sales Quotation from Fabick Cat

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Fabick Cat in the amount of Two Hundred Eighteen Thousand, Six Hundred Seventy and 00/100 Dollars ($218,670.00) for the purchase of a Small Wheel Loader.

BACKGROUND
Due to the wear and tear on equipment, the Street Maintenance Division needs to replace a Wheel Loader. The loader being replaced is a 2003 Komatsu WA-250-3MC Loader. The lifespan of a loader is 10-15 years.

The City is utilizing the State bid to find a replacement for this Loader. The decision was made by the Public Works Department to use the State bid to purchase the Small Wheel Loader from Fabick Cat. This equipment meets City specification and mirrors existing equipment.

This purchase was approved in the FY 2021-2022 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with appropriations, the availability of the equipment, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-457 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City) to provide maternal child health services.

MEETING DATE
November 15, 2021

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2021-457 Council Bill; Missouri Department of Health and Senior Services Contract for Maternal Child Health Services.

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

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide maternal child health services. The City Council has previously approved similar annual contracts.

BACKGROUND
This is the first year of a five-year contract work plan that was developed to address a priority health issue for the maternal and child health population in the City of Joplin. The priority health issue of focus is reducing unintentional injuries among children and adolescents. As part of the work plan, City staff will work with other community health partners, agencies and organizations in activities that will lead to improved health of children ages one to nineteen focused on motor vehicle injuries.

These activities include promotion of educational materials on healthy living and advocacy for reducing death and injury due to motor vehicle accidents. Additionally, partnerships will be developed with area stakeholders to increase the efficiency and effectiveness in reducing unintentional injuries in the target population of youth and adolescents.

The period for this agreement is October 1, 2021, through September 30, 2022 and the total anticipated reimbursement from this agreement is $32,584.72. No local match is required for participation in this contract.

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

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis to prevent delay of implementation of contract and prevent delay of contract for invoicing purposes.

COUNCIL BILL NO. 2021-457 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2021 and running through September 30, 2022, for the amount of up to Thirty Two Thousand, Five Hundred Eighty-Four Dollars and Seventy-Two Cents ($32,584.72), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of November, 2021, by a vote of

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

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

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

Tracking #	**Contract Title:**
51095	MATERNAL CHILD HEALTH SERVICES

Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2021	9/30/2022	PROCUREMENT UNIT @ (573)751-6471

Contract #:	**Amend #:**
	00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

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

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

Maternal Child Health Services
Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $32,584.72 for the period of October 1, 2021 through September 30, 2022.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) enclosure provided with this contract and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

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

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

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

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

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

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

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

1.5 The contracting local public health agency (LPHA) will hereinafter be referred to as Contractor or LPHA.

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

Program Name: Maternal Child Health
Program Contact: Sara Gorman
Address: 920 Wildwood, Jefferson City Mo 65109
Phone: 573-522-2731
Email: Sara.Gorman@health.mo.gov

2. ELIGIBILITY

2.1 Any LPHA is eligible to participate in the Maternal Child Health (MCH) Services Contract after completion and approval of a proposal hereinafter referred to as the FFY2022-2026 contract work plan, attached hereto as Attachment C and incorporated by reference as if fully set forth herein, and completion and approval of an annual contract budget.

2.2 No FFY2022-2026 contract work plan may cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, and St. Louis City.

2.3 Joint submission of a FFY2022-2026 contract work plan is allowable for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a work plan used within the scope of work and guidance for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein.

2.4 The FFY2022-2026 contract work plan shall be for the five-year period of October 1, 2021 through September 30, 2026.

2.5 The FFY2022-2026 contract work plan must include the following requirements:

2.5.1 Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local outcome measure(s);

2.5.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of social determinants of health and health inequities in the community, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, gender, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data;

2.5.3 Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s));

2.5.4 Evidence-based strategies that will be used to address the problem;

2.5.5 System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention Model as follows:

a. System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after five years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.

b. Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that lead to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system, and be based on strategies that are evidence-based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.

2.5.6 Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective;

2.5.7 Strategies to address the identified health inequities; and

2.5.8 Strategies to address existing weaknesses/gaps in access to care.

2.6 The annual contract budget must enumerate all expected expenditures for implementation of the work plan and all expected expenditures for expanding and enhancing other specific MCH initiatives/activities.

2.7 Contracts will be awarded following FFY2022-2026 contract work plan and annual contract budget approval by the MCH Services Program. The Department reserves the right to clarify or verify any component of the five-year work plan or annual contract budget.

3. PURPOSE

3.1 To support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children (in particular those with low income or with limited availability of health services) access to quality MCH services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring

prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.

3.2 The Contractor's efforts to fulfill the purpose of the MCH Services contract will include activities and services that address the needs of children and youth with special health care needs (cyshcn).

4. DEFINITIONS

4.1 Refer to the Glossary for the Maternal Child Health (MCH) Services Contract as reference for clarification of terminology used within the scope of work for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php.

5. DELIVERABLES AND OUTCOMES

5.1 The Contractor shall address at least one priority health issue(s) derived from the state's Title V Maternal and Child Health Services Block Grant priorities. The Contractor's selected Priority Health Issue(s) shall be identified in the FFY2022-2026 contract work plan.

5.2 The Contractor shall work with the local community to maintain, develop, and enhance a community-based system to address the priority maternal child health issue(s) identified in the FFY2022-2026 contract work plan.

5.3 The Contractor shall address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.

5.4 The Contractor shall develop a proposed budget for the next contract period for using contract funds to accomplish the proposed work plan. The proposed annual contract budget shall be submitted no later than July 31st via an electronic e-mail attachment.

5.5 The Contractor shall identify, track and monitor targeted national, state, and local outcome measure(s) and any additional performance indicator data/measures and analyze FFY2022-2026 contract work plan performance trends.

5.6 If the Contractor desires to make changes to the approved FFY2022-2026 contract work plan or the annual contract budget before the end of the contract year, the Contractor shall submit the proposed revised FFY2022-2026 contract work plan or proposed revised annual contract budget to the MCH Services Program via an electronic email attachment.

6. REPORTS

6.1 The Contractor shall submit reports using the forms and/or formats provided by the MCH Services Program when available. Reports shall be submitted to the MCH Services Program District Nurse Consultant (DNC) via an electronic email attachment.

6.2 The Contractor shall complete and submit the Progress Report no later than February 15th of each contract period. The Progress Report shall include the following for each level of the Spectrum of Prevention:

a. Descriptive summary of progress toward completing planned activity(s), demonstrating progress toward system outcomes.

b. Assessment of progress toward achieving the system outcomes.

c. Listing of achievements to support assessed level of progress toward achieving the system outcomes.

6.3 The Contractor shall complete and submit the Year-End Report no later than October 31st in the first, second, third, and fourth contract periods. The Year-End Report shall include the following:

6.3.1 Descriptive summary of progress toward completing planned activity(s), demonstrating progress toward system outcomes for each level of the Spectrum of Prevention.

6.3.2 Assessment of progress toward achieving the system outcomes for each level of the Spectrum of Prevention.

6.3.3 Listing of achievements to support assessed level of progress toward achieving the system outcomes for each level of the Spectrum of Prevention.

6.3.4 Updated evaluation component (included in annual work plan progress report form), identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and any revisions from original evaluation plan, with justification for revisions.

6.3.5 Description of challenges/barriers in completing activities, meeting the contract deliverables, and fulfilling the purpose of the MCH Services contract as stated herein.

6.3.6 Annual financial report on the use of contract funding to address the selected priority health issue(s) and implement the FFY2022-2026 contract work plan and, as applicable, a detailed report of ALL other maternal and child health initiatives/activities supported with the use of contract funding.

6.3.7 Compliance with the contract funding and general contract provisions.

6.3.8 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

6.3.9 Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

6.4 The Contractor shall complete and submit the Contract Outcomes Report no later than October 31st of the fifth contract period. The Contract Outcomes Report shall include the following:

6.4.1 System outcomes set forth in the approved work plan have been met or not met.

6.4.2 For any outcome marked "NOT MET" explanation of the barriers or extenuating circumstances that prevented the outcome from being met.

6.4.3 Summary of activities demonstrating progress toward system outcomes.

6.4.4 Describe challenges and/or barriers for each activity not completed.

6.4.5 Description of what has changed in the community as a result of efforts addressing the selected priority health issue.

6.4.6 Completed evaluation plan that will be incorporated into the Contract Outcomes Report, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and conclusions.

6.4.7 Annual financial report on use of contract funding to address the selected priority health issue(s) and, as applicable, the use of contract funding to address other maternal and child health issues.

6.4.8 Compliance with the contract funding and general contract provisions.

6.4.9 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

6.4.10 Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

6.5 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 months or less, the Contractor shall submit this report at

the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

6.6 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 partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates with the MOPHIMS Program Security Officer at Division of Community and Public Health, Bureau of Health Care Analysis and Data Dissemination.

6.7 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein.

7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget for approved expenditures without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.4 Indirect costs

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

7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.

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

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

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

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

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

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

7.7 The Contractor shall follow competitive procurement practices.

7.8 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes.

7.9 Funding Provisions

7.9.1 Funding for this contract is provided by federal grant dollars from the Maternal and Child Health Services Title V Block Grant issued to the State of Missouri from the United States (U.S.) Health Resources and Services Administration (HRSA) and the U.S. Department of Health and Human Services (HHS).

7.9.2 Funding for this contract is awarded annually for a one-year funding period only.

7.9.3 Funding for this contract shall be expended during the applicable contract period.

7.9.4 Funding for this contract shall be used to expand or enhance activities that improve the health of the maternal and child health population, and to address local maternal and child health issues.

7.9.5 Funding for this contract shall be expended as follows:

a. A minimum of **60%** of contract funding MUST be spent on implementing the approved FFY2022-2026 contract work plan to address the selected priority health issue(s); and

b. A maximum of **40%** of contract funding may be spent to expand or enhance other specific MCH initiatives/activities that improve the health of the maternal and child health population and address local maternal and child health issues, including the implementation of science-based approaches to respond to COVID-19 and address related maternal child health population needs.

7.9.6 Funding for this contract shall not be used for cash payments to intended recipients of maternal and child health services or for purchase of land, buildings, or major medical equipment.

7.9.7 Funding for this contract shall not be expended for the purpose of performing, assisting, or encouraging abortion, and none of these funds shall be expended to directly, or indirectly, subsidize abortion services.

7.9.8 Funding for this contract shall not be expended for the purpose of providing inpatient services, purchasing food or entertainment, political purposes, or research or training at a public, for-profit entity.

7.9.9 Individuals with income falling below one hundred percent (100%) of the federal poverty guidelines shall not be charged for services under this contract. Poverty Guidelines are published annually by the U.S. HHS.

7.9.10 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant state or federal funds for any service included in this contract. No contract provisions preclude the Contractor from being a Medicaid provider. Contractors shall not use contract funding for services reimbursed under Medicaid.

8. INVOICING AND PAYMENT

8.1 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.

8.1.1 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.

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

8.2 The Contractor shall invoice the Department on the Vendor Request for Payment form and the Invoicing Tool form, found at http://clphs.health.mo.gov/lphs/lphainfo.php. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

8.2.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: MCHmmyy. For example, an invoice submitted to the Department for the month of October 2021 should have the following invoice number: MCH1021.

8.2.2 The Contractor shall specify the amount of MCH Services contract funds utilized for COVID-19 response efforts in each invoice and include the following statement in the comments field of the Vendor Request for Payment form: "MCH Services contract funds utilized for COVID-19 response efforts: $_____."

8.3 The Contractor shall submit a Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect monthly. The Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect shall be due by the fifteenth (15th) 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.

8.3.1 The Contractor shall submit the Vendor Request for Payment Form as follows:

Via email to:

mchservicesProgram@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Title V MCH Unit
MCH Services Program
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-751-9800

8.3.2 The Contractor shall submit the Invoicing Tool for Calculating Indirect as follows:

Via email to:

mchservicesProgram@health.mo.gov

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

8.5 The Contractor shall submit the final invoice within fifteen (15) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

8.6 The Contractor shall maintain and submit upon request detailed supporting documentation for all expenditures submitted for reimbursement via contract invoices. The supporting documentation MUST clearly distinguish between expenditures for implementation of the work plan and expenditures for expanding and enhancing other specific MCH initiatives/activities, and the supporting documentation for expenditures for expanding and enhancing other specific MCH initiatives/activities must describe the specific purpose of the expenditure as it relates to the specific MCH initiative and/or activity.

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

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

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

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

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

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

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

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

9. AMENDMENTS

9.1 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.

9.2 The Contractor's selected priority health issue(s) shall remain unchanged during the duration of the work plan.

9.3 The Contractor may request to amend the current contract period's annual contract budget and/or FFY2022-2026 contract work plan activities and/or system outcome(s).

9.4 If the Contractor desires to amend the annual contract budget, the proposed annual contract budget amendment request is to be submitted via an e-mail to the MCH Services Program Manager and shall include the following:

9.4.1 An amendment request letter including the reason(s) for the proposed change(s) and an effective date for this change to begin. This request shall be submitted on dated agency letterhead, and include an original or legal electronic signature of authorization.

9.4.2 An attached revised annual contract budget using the Maternal Child Health Services Contract Budget Worksheet.

9.5 If the Contractor desires to amend the current contract period FFY2022-2026 contract work plan, the proposed amendment request is to be submitted via an e-mail to the MCH Services Program DNC and shall include the following:

9.5.1 An amendment request letter including the reason(s) for the proposed change(s) and an effective date for this change to begin. This request shall be submitted on dated agency letterhead, and include an original or legal electronic signature of authorization.

9.5.2 An attached revised work plan using the template for the Maternal Child Health Services Contract Work Plan. The template is available on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The Revision Date section on the template shall be completed.

9.6 The Contractor shall submit proposed work plan amendment requests prior to March 31st of each contract period.

9.7 The Department will review, provide technical assistance and consultation, and request any clarification or changes to the Contractor's proposed amendment request.

9.8 The Contractor's proposed amendment request may be approved, modified, or rejected by the Department.

9.9 The Department reserves the right to clarify, amend, modify, or verify any component of the contract at any time within the contract period.

10. RENEWALS

10.1 The parties may renew the agreement for four (4) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

11. MONITORING

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

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

11.3 The Department reserves the right to monitor the Contractor through on-site visits during the contract period at a minimum of once per year to ensure contractual compliance. The focus of the on-site visit is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to meet the

contract deliverables and outcomes and implement the FFY 2022-2026 MCH Services contract work plan.

11.3.1 The on-site visit will include:

a. Monitoring the Contractor's compliance with the terms of the contract;

b. Verifying the Contractor's progress toward meeting the contract deliverables and outcomes and accomplishing the work plan activities and system outcomes;

c. Monitoring the Contractor's Evaluation Plan, including the ongoing identification, tracking and monitoring of targeted national, state, and local outcome measure(s) and other performance indicator data/measures and analysis of FFY2022-2026 contract work plan performance trends; and

d. Assessing local capacity to provide maternal, child and family foundational public health services.

11.4 The Department reserves the right to conduct desk monitoring of the contract through reviews on required deliverables submitted during the contract period to ensure contractual compliance.

11.5 The Contractor will be evaluated on history of compliance issues, years of experience with the contract, programmatic knowledge of key staff, reliability of submitted documents, contract deliverables and outcomes performance measures/goals, and rate of subrecipient spending on contract award.

11.6 The Department reserves the right to request corrective action if measurable progress is not being made toward meeting the contract deliverables and outcomes. The Contractor will receive written notification of such corrective action plan requests.

11.7 The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the Contractor at any time contract monitoring reveals such an audit is warranted.

12. DOCUMENT RETENTION

12.1 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.

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

12.3 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 that arise from it, or until the end of the regular three (3) year period, whichever is later.

12.4 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.

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

13. CONFIDENTIALITY

13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

13.2 The Contractor shall use information from MOPHIMS for programmatic purposes and ensure that information is appropriately protected to ensure confidentiality.

13.3 The Contractor shall comply with provisions of Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

14. LIABILITY

14.1 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.

14.2 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.

14.3 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.

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

15.1 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.

15.2 The Contractor shall include the below language when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to manuals, toolkits, resource guides, case studies and issues briefs.

15.2.1 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (*specify grant number, title, subaward amount and percentage financed with nongovernmental sources*). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

15.3 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.

16. AUTHORIZED PERSONNEL

16.1 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.

16.2 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.

16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

16.4 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:

16.4.1 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

16.4.2 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

16.4.3 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.

16.5 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.

17. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

17.1 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.

17.2 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.

17.3 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.

17.4 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.

18. TERMINATION

18.1 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:

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

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

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

18.1.4 By request of the Contractor.

18.2 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.

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

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

18.3 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.

19. SUBCONTRACTING

19.1 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.

19.2 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:

19.2.1 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.

19.2.2 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.

19.3 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.

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

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

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

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

2.3.2 Collecting a certification from that person; or

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

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

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

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

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

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

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

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

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

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

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

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

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

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

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

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

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

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

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

1.12 Equipment

SUBRECIPIENT SPECIAL CONDITIONS

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.

Maternal Child Health Services Contract Work Plan

FFY 2022-2026

Contract Period October 1, 2021-September 30, 2026

LPHA Contractor: City of Joplin and Jasper County Health Department

Selected Priority Health Issue:

Reduce unintentional injuries among children and adolescents ages 1-19 related motor vehicle accidents. The national outcome measure that will be addressed through selected priority health issue is rate of death in children ages 1-9 per 100,000 and adolescents ages 10-19 per 100,000.

Statement of the Problem:

Motor vehicle injuries, both in traffic and non-traffic were higher than the state average. Jasper County was also higher in injuries with other transportation types. Teenagers are prone to risk taking, impulsive behavior and sensation seeking, all of which can cause trouble behind the wheel of a 2- or 3-ton vehicle hurtling down the highway. Common motor vehicle injuries include fractures, open wounds, and brain trauma. Nearly 1/4 of traffic fatalities to children younger than 15 are to pedestrians. Children also account for 41% of all vehicle related deaths to bicyclists. Data was obtained from Missouri Department of Health and Senior Services (MODHSS) on their Missouri Information for Community Assessment (MICA) data site, specifically the Injury MICA dataset. As shown by Injury MICA data for ages 10 through 19 during years 2004 through 2015, the rates for Motor Vehicle - Traffic in Jasper County was 1,732.06 while the Missouri was 1,382.08, and the rates for Motor Vehicle - Non Traffic rates for Jasper County was 899.56 while the Missouri rate was 591.96. According to the Center for Disease Control (CDC), motor vehicle related unintentional injuries are the leading cause of death in teenagers.

Jasper County is an area in southwest Missouri which encompasses the City of Joplin. In this area, there is a diverse race of persons including 90.7% white, 8.5% Hispanic or Latino, 2.3% black or African American, and 1.9% American Indian and Alaska Native, plus other minor races present. (source: MCH FFY2018 Contract)

Strengths for the Joplin/Jasper County area include community resources and a willingness to collaborate. There are many community organizations working to address community health issues, such as the Community Health Collaborative, One Joplin, several faith based organizations, WIC, Economic Security Corporation of Southwest Area (HeadStart), workplace wellness initiatives, The Alliance of SWMO, The Homeless Coalition, and many others. These organizations routinely partner with each other to reach the public, adding multiple voices to speak to the same message.

Another notable strength is the productive relationship between the local area hospitals and health care agencies, higher education facilities and business groups, such as Access Family Care, the Community Clinic of SWMO, Joplin Area Chamber of Commerce, KCU Medical School, local health departments, Joplin Y, various planning commissions such as Joplin Area Transportation Study Organization (JATSO), Transportation Advisory Committee (TAC) and Harry S. Truman Coordinating Council (HSTCC). These established partnerships and collaborations will provide valuable guidance and access to additional resources beyond this department's capacity.

Weaknesses are poverty, socioeconomic status, diverse population challenges (cultural remedies for care, lack of trust/misunderstanding of traditional healthcare), health of the population and continued acceptance of unhealthy lifestyles, transportation, lack of education for resources, lack of social support, homelessness, unemployment, uncertainty of future health insurance coverage, cost of affordable healthcare, toxic stress which has been increased dramatically due to the COVID-19 pandemic and complex systems. It was also noted that there is a resistance to utilize services that are available by some members in the MCH population. Other weaknesses for this area include the shortage of trained staff, sustained funding for staff and programs, a shortage of area health professionals, lack of choice in service systems (insurance), lack of specialized care and shortage of public transportation. An additional weakness is a lack of consistent participation from all community partners.

Gaps in access to care for Jasper County include health professionals, new funding sources for LPHA's, access to transportation, affordable healthcare, health promotion policy and education and more diverse partners around the table.

Goal(s):

Decrease the motor vehicle related mortality rate in children ages 1-9 per 100,000 and adolescents ages 10-19 per 100,000.

Evidence-Based Strategies:

The JCHD and JHD MCH work group conducted an extensive review of evidence-based strategies, which will be used to address the problem. All strategy interventions will be offered to all youth and will be made accessible to all families regardless of socioeconomic status or demographics. We will participate in area networks and coalitions that provide programs relevant to decreasing motor vehicle injuries in adolescents.

Per MDHSS Intervention MICA, "Increasing awareness and knowledge about the seriousness of motor vehicle injuries is an important first step in prevention. Increasing the use of restraint devices and eliminating drinking and driving are critical strategies for preventing death and serious injury from motor vehicle crashes. Improving driver skills and behaviors, and increasing social support interventions such as designated drivers are proven strategies for reducing motor vehicle crashes. Creating safer driving environments by adopting and enforcing strict laws to prevent drinking and driving and alcohol sales to minors, and requiring periodic driving tests for licensed drivers also help prevent and reduce motor vehicle injuries."

"Changing knowledge, attitudes, and beliefs will not be as effective if there is not social support for using car seats, wearing seat belts, or limiting alcohol intake when driving a vehicle." Raising awareness and promoting prevention is crucial in addressing this epidemic. Research shows that education and awareness can help teenagers develop the complex skills they need to be safe on the road. In addition to the efforts made to focus on seat belt usage and substance abuse, we will also focus on distracted driving, including texting while driving and multiple passengers.

"As described in Readiness and Preparation, it is important to make sure that the intervention strategies are created to represent and address the needs of the Population. This may include paying attention to how different groups think about motor vehicle deaths and injuries. For example, these deaths and injuries may be much more common in some communities. Therefore, community members may believe that it is unavoidable. Furthermore, an intervention works best when there is an attempt to address language, reading level, and cultural barriers."

Strategies that HD will employ include the following:

• Participate in area networks/coalitions that provide services to youth, implement and continue educational programs focusing on safety issues.

• Provide youth with the knowledge, skills, and tools to make safe choices that prevent injuries.

• Advocate for a social and physical environment that promotes safety and prevents unintentional injuries.

Maternal Child Health Services Contract Work Plan

FFY 2022-2026

Spectrum of Prevention	System Outcomes by Sept. 30, 2026	Activities
Influence Policy and Legislation *Develop strategies to change laws and policies to achieve outcomes in health, education and justice*	Increase the number of policies/ordinances/laws that promote reducing motor vehicle related injuries by at the minumim of 1 as evidenced by passing of policy/ ordinance/ laws. **Evaluation Plan** • Outcome Measure: Passing of policy/ ordinance/ laws • Method: Education and promotion of motor vehicle safety strategies and policies • Data Source: Passing of policy/ ordinance/ laws	**FFY 2022:** Assess the current focus of existing committee(s) working on motor vehicle safety - i.e. JATSO, Missouri Hands Free coalition. Participate in committee(s) to advocate for the implementation of motor vehicle safety related policies/ordinances - i.e. Joplin Complete Streets Ordinance, Missouri Hands Free law, etc.
		FFY 2023: Continue participating in committee(s) to advocate motor vehicle safety. Monitor and support new legislature introduced that affect safe driving policies.
		FFY 2024: Continue participating in committee(s) to advocate motor vehicle safety. Monitor and support new legislature introduced that affect safe driving policies.
		FFY 2025: Continue participating in committee(s) to advocate motor vehicle safety. Monitor and support new legislature introduced that affect safe driving policies.
		FFY 2026: Continue participating in committee(s) to advocate motor vehicle safety. Monitor and support new legislature introduced that affect safe driving policies.
Change Organizational Practices *Adopt regulations and norms to improve health*	Increase the number of organizations promoting motor vehicle safety by 30% as evidenced by events held.	**FFY 2022:** Assess currently existing motor vehicle related safety programs and interest to have safe driving events in the community. Research motor vehicle safety related events/activities that may be utilized.
		FFY 2023:

and safety and creating new models	**Evaluation Plan** • Outcome Measure: Number of events scheduled • Method: Education and promotion of motor vehicle safety strategies • Data Source: Events promoted	Determine organizations/school(s) of interest and participate in motor vehicle safety events.
		FFY 2024: Invite additional organizations/ schools to participate in motor vehicle safety events (i.e. First Impact, Seatbelt compliance checks) Participate in the Safety Week in schools/organizations and provide motor vehicle related education to students.
		FFY 2025: Invite additional organizations/ schools to participate in motor vehicle safety events (i.e. First Impact, Seatbelt compliance checks) Participate in the Safety Week in schools/prganizations and provide motor vehicle related education to students.
		FFY 2026: Invite additional organizations/ schools to participate in motor vehicle safety events (i.e. First Impact, Seatbelt compliance checks) Participate in the Safety Week in schools/organizations and provide motor vehicle related education to students.
Foster Coalitions and Networks *Bring together groups and individuals for broader goals and greater impact*	Expand the network of community members working on reducing motor vehicle related injuries by 30% as evidenced by meeting sign in's/contact list/email listserv. **Evaluation Plan** • Outcome Measure: Number of network of community members • Method: Education and promotion of motor	**FFY 2022:** Determine if/how HD can work with existing organizations and form a common goal around improving motor vehicle safety in children and adolescents.
		FFY 2023: Develop strategies on how to best address motor vehicle safety in children and adolescents in the community.
		FFY 2024: Stakeholders share and participate in executing strategies to improve motor vehicle safety.
		FFY 2025: Identify and recruit new members to promote motor vehicle safety among children and adolescents.
		FFY 2026: Continue to participate in outreach efforts held by stakeholders to support their efforts in reduction of motor vehicle injuries

	vehicle safety strategies • Data Source: meeting sign in's/contact list/email listserv	
Educate Providers *Inform influential organizations and leaders to transmit skills and knowledge to others*	Increase the number of providers who received educational materials on motor vehicle safety for children and adolescents by 30% as evidenced by distribution log. **Evaluation Plan** • Outcome Measure: Number of providers who received educational materials • Method: Education and promotion of motor vehicle safety strategies • Data Source: Distribution log	**FFY 2022:** Assess local providers to determine needs for education and/or resources. Research best practices in order to provide appropriate and evidence based motor vehicle safety information **FFY 2023:** Develop partnerships with local providers and offer resources to be as effective as possible in promoting motor vehicle safety. **FFY 2024:** Continue to assess providers and provide additional information as appropriate **FFY 2025:** Continue to assess providers and provide additional information as appropriate **FFY 2026:** Survey providers to assess utilization of the resources provided by the HD.
Promote Community Education *Reach groups of people with information and*	Increase the number of community education promoting motor vehicle safety by 30% as	**FFY 2022:** Assess the number of local, state and national organizations/coalitions that conduct outreach efforts related to motor vehicle injury. Share information/ infographics/ videos about motor vehicle safety topics on social media platforms.

resources to promote health and safety	evidenced by an outreach log. **Evaluation Plan** • Outcome Measure: Number of community events • Method: Education and promotion of motor vehicle safety strategies • Data Source: Outreach log	**FFY 2023:** Promote the informational/ educational materials through various social media sources on motor vehicle safety. **FFY 2024:** Promote the informational/ educational materials through various social media sources on motor vehicle safety. **FFY 2025:** Evaluate the effectiveness of the educational materials and make any updates as needed **FFY 2026:** Implement the developed strategies and continually seek feedback from the community on their effectiveness.
Strengthen Individual Knowledge and Skills *Enhance an individual's capability for health and safety*	Increase the number of individuals that receive education on motor vehicle safety by 30% as evidenced by outreach log. **Evaluation Plan** • Outcome Measure: Number of individuals that receive education • Method: Education and promotion of motor vehicle safety strategies • Data Source:	**FFY 2022:** Research best practices and educational materials on motor vehicle safety in children and adolescents. **FFY 2023:** Provide education and encourage participation in outreach efforts. **FFY 2024:** Provide education and encourage participation in outreach efforts. **FFY 2025:** Follow up with partnering organizations and/or participants and/or provide evaluation to gauge the effectiveness of the motor vehicle safety information and offer support based on feedback received. **FFY 2026:** Evaluate the effectiveness of programs, based on collected results, and/or evaluations and make changes and/or revisions based on data.

[redacted]	Outreach log	

APPROVED Sara Gorman MSN, RN

Revision Date: *(Complete ONLY for an amendment)*

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying
	From:	To:	

5. DUNS Number	6. EIN	7. Report Type
		Annual Final

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

Joplin City Health Department			
Completed By:	Cynthia Burnham, RN	Date:	8/2/2021
Contact Email:	cburnham@joplinmo.org	Phone #:	417-623-6122, ext. 1254

FFY 2022 Maternal Child Health Services Contract Budget

Section A

Total Allowed Contract Amount	60% or more	40% or less	TOTAL
Minimum/Maximum Budget	19,550.83	13,033.89	$32,584.72
Planned Budget	19,550.83	13,033.89	32,584.72
Operational Expenses	17,773.48	11,848.99	29,622.47
Personnel Services			
Fringe Benefits			
Travel			
Supplies			
Other			
Equipment			0.00
Rental/Lease Costs			0.00
Total Contractual	0.00	0.00	0.00
Subcontract #1			
Subcontract #2			
Subcontract #3			
Subcontract #4			
Subcontract #5			
Total Direct Costs	17,773.48	11,848.99	29,622.47
Indirect (Administrative Cost) 10%	1,777.35	1,184.90	2,962.25
MCH Contract Total	19,550.83	13,033.89	32,584.72
Surplus/Deficit	0.00	0.00	0.00

Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A

Indirect Computation		
Operational Expenses	17,773.48	11,848.99
Contractual	0.00	0.00
Subcontract #1	0.00	0.00
Subcontract #2	0.00	0.00
Subcontract #3	0.00	0.00
Subcontract #4	0.00	0.00
Subcontract #5	0.00	0.00

Operational Expenses Before Indirect

60% or more	40% or less	TOTAL
17,773.48	11,848.99	29,622.47

1. **BUSINESS ASSOCIATE PROVISIONS:**

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C.

1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an

accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor

from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

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.dhs.gov/files/programs/gc_1185221678150.shtm.
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 and Materials Management.

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 Maternal Child Health Services 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

EXHIBIT 1, continued

(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.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____ _____
Authorized Representative's Signature Printed Name

_____ _____
Title Date

_____ _____
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

_____ _____
Signature of Notary *Date*

EXHIBIT 1, continued

(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 #	51095	**State:** 0%	$0.00	**Federal:** 100%	$32,584.72
Contract Title:	MATERNAL CHILD HEALTH SERVICES				
Contract Start:	10/1/2021	**Contract End:**	9/30/2022	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.994	**Research and Development:** N
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award:	1B04MC40144-01, 6B04MC40144-01
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year:	2021 **DHSS #:** 21MCH **Federal Obligation:** $32,584.72

*** The Department will provide this information when it becomes available.**

Project Description:

The purpose of this contract is to support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children access to quality MCH services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-529 – Approving certain fee changes in the parks department

MEETING DATE
November 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-529 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing fees in the parks department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 28, 2021. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to parks department fees.

The proposed changes are as follows:

- Change the lot space fee from $600.00 to $650.00
- Change the grave opening/close fee from $600.00 to $650.00
- Change the columbarium-single niche fee from $850.00 to $900.00
- Change the columbarium-companion niche fee from $1,200.00 to $1,300.00

The fee changes will be effective on January 1, 2022.

FUNDING SOURCE
This revenue is included in the fiscal year 2022 general fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2021-529 ORDINANCE NO.

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, be repealed and a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"Sec. 34-2. Prices of lots and grave rights; charge for setting stones.

(A) Charge for lots, grave rights, and setting stones:

(1) Lot space…….$650.00
(2) Grave opening/close…….$650.00
(3) Grave opening/close-Infants……..$200.00
(4) Grave marker (*cost per square inch)……..*$0.50
(5) Cremains …….$250.00
(6) Cremains including set up…….$300.00
(7) Columbarium-Single niche, includes opening/closing and some engraving…..$900.00
(8) Columbarium-Companion niche, includes opening/closing and some engraving……$1,300.00

(B) An additional charge of $150.00 for grave opening shall be made for any openings when the procession enters the ceremony later than 4:00 p.m. on Monday through Friday and on Saturday before noon. On Saturday after 12:00 noon, the charge shall be the base of $500.00 plus the hourly rate of $150.00 for each additional hour.

(C) City council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on January 1, 2022.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-530 – Approving certain health department fee changes related to business licenses

MEETING DATE
November 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-530 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Health Director: Ryan Talken; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing health department fees related to business licenses.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 28, 2021. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes related to business license fees.

The proposed changes are as follows:

- Change the Health Permit-Low Risk fee from $115.00 to $120.00
- Change the Health Permit-Medium Risk fee from $230.00 to $240.00
- Change the Health Permit-High Risk fee from $345.00 to $360.00

The fee changes will be effective on April 1, 2022.

FUNDING SOURCE
This revenue is included in the fiscal year 2022 general fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2021-530 ORDINANCE NO.

AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, be repealed and a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

Except as otherwise indicated in this article, the annual schedule of license fees and classification of occupations, trades, pursuits, businesses and vocations shall be as follows:

Abstracting Business …The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Accountant, Auditor, Bookkeeper ……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Advertising Agencies or Services ……....100.00

Agent or Agency not enumerated …….100.00

Ambulance Services or Companies, ……..……175.00

Amusement Centers, Card Tables, Recreation

A) Bowling Alley, Per Alley……..15.00
B) Billiard or Pool Hall, Per Table ……15.00

C) Dancehall ……100.00
Per Month……..10.00
Per Day …….. 5.00
D) Miniature Golf ……100.00
E) Domino Parlor
Per Table …… …15.00
F) Shuffleboard or Card Table
Per Table …….15.00
G) Any Other Amusement Type Activity, Per Activity……15.00

Apartment Houses and Complexes……25.00
Plus each unit offered for rent……..2.00

Architects
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Armored Car Services ……..……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Artist, per year ……30.00

Auction House or Business …….The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Auctioneer ……150.00

Automobile Dealers-New and/or Used ..... The fee provided in section 30-92 (1), with a minimum license fee of $175.00 per year in any case.

Automobile Dealer Tags
A) First Tag …….10.00
B) Each Additional Tag ……5.00

Automobile Leasing or Renting…… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Automobile Parking Lots or Storage Garage …… The fee provided in section 30-92 (1).

Automobile Washing, Waxing or Polishing
Establishments, Power Washers …….. The fee provided in section 30-92 (1).

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000…….. ……100.00

$20,001-$50,000……..200.00
$50,001-$100,000……300.00
$100,001-$200,000……..400.00
$200,001 and Up……..500.00

Barbers and Beauty Operators, without a place of business
Per year……10.00

Barbershops and Beauty Parlors
Per Chair or Per Operator ……5.00

Billboard Business, Outdoor Advertising Companies … The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Bondsmen, Bail
A) Professional Bondsmen ……....100.00
B) Agent/Employee……..50.00

Brokers and Brokerage Companies ……100.00

Business or Correspondence School, For Profit ….The fee provided in section 30-92 (1).

Carnivals, For Profit
A) Per Day ……250.00
B) Per Week ……..…1,000.00

Carnivals, Not for Profit (excluding school functions)
A) First Ten Days, Per Day ……10.00
B) Each Day After, Per Day ……..5.00

Carnivals, Inside Facility for more than 30 days….The fee provided in section 30-92(1).

Cash Register Agency ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Caterer (other than as part of a licensed restaurant)……50.00

Circus, For Profit
A) First Day ……..300.00
B) Each Day After, Per Day ……200.00

Circus, Not for Profit (excluding school functions)
A) First Ten Days, Per Day……10.00
B) Each Day After, Per Day ……5.00

Cleaners of Windows, Buildings, Carpet & Rugs,
Furniture & Similar Items ……..…… The fee provided in section 30-92 (1)

Coin Operated Devices
(1) Operator's License for any type Coin
Operated Machine, Amusement/Prophylactic Machine ……50.00
Operated Machine, Vending Machine ……...30.00
A) Amusement Machine, Each …… 10.00
B) Vending Machine, Each …… …2.00
C) Prophylactic Device Machine, Each ……..10.00

Cold Storage Warehouse & Locker Plants ……100.00

Collection Agency, Credit Bureau or Retail Credit Association ……100.00

Contractors
A) General Builders, Commercial ……500.00
B) General Builders, Residential ……...200.00
C) Subcontractor or Specialty (Including Demolition) ……150.00
D) Electrical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
E) Plumber
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
F) Mechanical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00

Dental Laboratories ……. The fee provided in section 30-92 (1)

Employment Agency ……...100.00

Engineer or Engineering Company
1-25 Employees……125.00
26-100 Employees……200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Florist, Greenhouse, Nurseries ……..…… The fee provided in section 30-92 (1)

Fortunetelling ……50.00

Garage Repair Shop ……. The fee provided in section 30-92 (1)

Health Permit
- Low Priority ……..…..120.00
- Medium Priority ……..240.00
- High Priority ……360.00
- Change of Ownership Inspection ……..42.00
- New Construction/Remodel Inspection ……...131.00
- Tattoo Parlor Plan Review-New Facilities ……85.00
- Swimming Pools, Public and Semi-Public, Seasonal ……..…131.00
  - Each Additional Seasonal Facility…….15.00
- Swimming Pools, Public and Semi-Public, Year-Round ……315.00
  - Each Additional Yearly Facility…….50.00

Hospital, Private ……500.00

Hotels and Motels
- A) First Room ……15.00
- B) Each Additional Room ……...1.00

House Mover …….50.00

Ice Cream Stand …….50.00

Ice Dealer
- A) First Delivery Vehicle ……..30.00
- B) Each Additional Vehicle ……..10.00

Insurance Adjusters & Claim Agents or Agencies ……175.00

Insurance Agent, Agency or Broker

Representing Fire, Casualty, Bonding, Plate Glass, Accident or Life Insurance Companies
- A) Not more than 1 Person ……...100.00
- B) For each additional Partner, Member of the Firm or Officer of the Company engaged in the Sales Part of the Business…….10.00

Internet Service Providers…….$2 per employee, with a minimum license fee of $30.00 per year in any case.

Investment Company ……100.00
A) Plus, Each Salesman or Solicitor …….10.00

Junk, Scrap, Salvage Dealer …….. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Land Surveyor
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Laundry, Cleaning and Pressing …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Laundry, Self-Service ……..50.00

Lead-Litharge Smelting ……The fee provided in section 30-92 (1), with a minimum license fee of $1,200.00 per year in any case.

Liquor
A) Dealers at Retail in Intoxicating Liquor-
for consumption on premises where sold ……..450.00
B) Dealers at Retail in Intoxicating Liquor-
in original package ……200.00
C) Dealers at Retail in Intoxicating Liquor-
restaurant bars ……450.00
D) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for consumption on premises where sold ……...100.00
E) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package ……100.00
F) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package on Sundays ……300.00
G) Dealers at Retail in Nonintoxicating Beer (3.2%)
in original package ……..50.00
H) Dealers at Retail in Nonintoxicating Beer (3.2%)
for consumption on premises where sold ……75.00
I) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
all intoxicating liquor …….600.00
J) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 22% alcohol by weight ……..300.00
K) Dealers at Wholesale & Solicitation in Intoxicating Liquor-

containing not in excess of 5% alcohol by weight ……150.00
L) Dealers at Wholesale in Nonintoxicating Beer (3.2%) …….100.00
M) Wine, malt beverages, and distilled spirits tasting permit ……..25.00

Locksmith & Gunsmith …… The fee provided in section 30-92 (1)

Manufacturer ……..The fee provided in section 30-92 (1)

Masseurs, Physical Therapy, Weight Control,
Exercise or Health Studios or similar establishments ……..……..…100.00

Merchants, Wholesale & Retail ……..…….. The fee provided in section 30-92 (1)

Merchant, Temporary
Temporary Merchant means any person who sells or offers for sale merchandise or wares on a temporary basis and shall include special events, which constitutes less than on an annual basis.
A) Each Event …….5.00
B) Per Week ……..……10.00
C) Per Month …….20.00

Messenger Service …….100.00

Mobile Home Park
A) First Mobile Home Lot ……15.00
B) Each Additional Lot ……..2.00

Mortuary, Undertakers or Funeral Establishments …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Nurseries, Daycare, Preschools
A) First five children ……..10.00
B) Each Additional child ……..1.00

Nursing, Convalescent or Old-Age Homes ……30.00

Office Buildings
A) First Ten Rooms ……25.00
B) Each Additional Room ……1.00

Optical Goods, Manufacturing, Wholesale or Retail …….……. The fee provided in section 30-92 (1)

Parcel Delivery or Express Company
A) For 1 Vehicle ……..30.00

B) Each Additional Vehicle …….10.00

Pawnbroker, which shall include the buying and selling of gold, silver and jewelry …
The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year in any case.

Peddlers
A) Conducting Business on foot
1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

B) Using a wagon, automobile, cart or other vehicle or conveyance, which shall include concession trailers, per such vehicle
1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

Pest, Vermin Control …… The fee provided in section 30-92 (1)

Photographer …….50.00
A) Plus each agent or solicitor per day ……..5.00

Printing Establishment
Printing, typesetting or linotype, mimeographing, photostating, engraving, photocopying or lithographing services …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Private Investigators and Security Guards …….…….50.00

Processing Services
Those processing establishments or processing services not otherwise enumerated …… The fee provided in section 30-92 (1)

Promoters or Booking Agents or Agencies
Promoters of all types of entertainment where an admission is charged to the public for profit or the expectation of profit ……..50.00

Radio Stations ……..150.00

Railroads or Railways ……...500.00
This item shall apply to every person operating a railroad or railway company and transacting business within the

city (but not including business done to or from points within the state and not including any business done for the government of the United States, its officers or agents), and every person operating a railroad or railway company operating its trains or keeping and maintaining its tracks across, upon or along any street, alley or other public place in the city, by means of any surface track, bridge, viaduct or tunnel, and every person operating a railroad or railway company occupying any portion of any street, alley or other public place of the city with its roadbed, tracks, ties, switches, bridges, viaducts, tunnels or other structures

Real Estate Agent, Agency or Broker …….....100.00
A) Plus, for each salesman ……15.00

Rental Businesses ……..……. The fee provided in section 30-92 (1)

Repair Establishments ……. The fee provided in section 30-92 (1)

Restaurants, Café, Cafeteria's & Lunchrooms…The fee provided in section 30-92 (1), but in no case shall a restaurant license be more than $500 per year.

Sales/Service Agent or Agency
Receiving gross annual commissions, fees, charges or compensation of
A) $25,000 or less per year ……25.00
B) More than $25,000 and not more than $50,000, per year……..….35.00
C) More than $50,000 and not more than $100,000 per year ……50.00
D) More than $100,000 and not more than $250,000 per year ……100.00
E) More than $250,000 and not more than $500,000 per year …….250.00
F) More than $500,000, per year ……..400.00

Septic Tank Cleaning ……..75.00

Service Center (all other service businesses not enumerated)……..…..$2 per employee, a minimum license fee of $30.00 per year in any case.

Service Station, Filling Station, Gasoline Station … The fee provided in section 30-92 (1)

Shows, Transient
Tent shows, exhibits, exhibitions or other attractions held indoors or outdoors or in automotive or other conveyances, other than carnivals or circuses
A) First day ……..……10.00
B) Each additional day …….5.00

Sign Makers and Sign Painters ……75.00

Skating Rinks, Ice or Roller ……...150.00

Sound Recording and Reproduction Services ….. The fee provided in section 30-92 (1)

Stocks and Bonds, Sale or Purchase …….…….100.00

Stockyard ……500.00

Storage Houses and Warehouses ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Street Stand, Temporary in nature, Special Events Only

A street stand is any place near to or adjoining any sidewalk, alley, or other public way, or any common area, whether such common area is enclosed or open, where articles are eaten or drunk or articles of ornament or necessity are sold, offered or exposed for sale, this item shall not apply for purposes of stands near to or adjoining any sidewalk, alley or other public way or any common area operating for the sale of fireworks.

A) Each Special Event ……5.00
B) Per Week ……10.00
C) Per Month ……...20.00
D) Per Year ……..50.00

Tailoring Business …… The fee provided in section 30-92 (1)

Tattoo Parlor's, per year ……125.00

A) Plus, per operator ……25.00

Taxicab Business

A) Base fee ……..50.00
B) Plus, each cab, per year ……..50.00

Taxicab Drivers

A) Original License ……5.00
B) Each renewal …….3.00

Taxidermists ……..30.00

Theaters and Moving Picture Houses

Those having a seating capacity of:

A) 500 or less ……100.00
B) 501 to 1,000 ……150.00
C) 1,001 to 1,500 ……..175.00
D) 1,501 to 2,000 ……..200.00
E) 2,001 or more ……...250.00

Towel Supply Company ……..50.00

Transfer & Moving Van Companies
A) First vehicle ……30.00
B) Each additional vehicle ……...10.00

Travel Agencies or Agents ……30.00

Tree Surgeons ……..150.00
Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

Truck Terminal or Truck Loading & Unloading Depot ……..150.00

Welding Company …….. The fee provided in section 30-92 (1).

No individual annual occupational license shall exceed $50,000."

Secs. 30-123--30-140. Reserved.

Section 2. That this ordinance shall become effective on April 1, 2022.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-531 – Approving certain fee changes in the parks department

MEETING DATE
November 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-531 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain existing fees in the parks department.

BACKGROUND
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 28, 2021. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed various changes to parks department fees.

The proposed changes are as follows:

- Change the Golf Cart 18 holes per person fee from $13.00 to $14.00
- Change the Golf adult annual pass fee from $750.00 to $800.00
- Change the Golf adult with cart annual pass fee from $1,400.00 to $1,450.00
- Change the Golf family pass fee from $1,100.00 to $1,200.00
- Change the Golf family with one unlimited cart fee from $1,700.00 to $1,800.00
- Change the Golf family with two unlimited cart fee from $2,300.00 to $2,400.00
- Change the Golf senior annual pass fee from $550.00 to $600.00
- Change the Golf senior with cart annual pass fee from $1,125.00 to $1,175.00
- Change the Golf twilight pass fee from $350.00 to $400.00
- Change the Golf twilight pass with cart fee from $700.00 to $800.00

- Eliminate all annual tennis passes, the tennis court rental fee, the tennis school tournament fee and the tennis school practice/game fee.

- Create the new Tennis School Practice Fee at $40.00 per player
- Change the Tennis Tournament Fee from $5.00 per day to $50.00 per court per day

- Change the Soccer Tournament Fee for College/High School/Youth from $40.00 per match to $60.00 per match
- Change the Soccer Tournament Fee for Adults from $60.00 per match to $80.00 per match

- Change the Baseball Game for College from $200.00 per game to $225.00 per game
- Change the Baseball Game for High School from $75.00 per game to $150.00 per game
- Eliminate the Softball Daily Tournament with and without lights fee and the Adult Softball Program Fee
- Create the Softball Game with lights fee at $100.00 per game
- Create the Softball Game without lights fee at $75.00 per game

- Create the Parks Special Event Permit fee at $150.00 per event

- Create the Community Center Facility Rental at $25.00 per event

- Create the Museum Admission Fee for Adults at $5.00 per person
- Create the Museum Admission Fee for Military and Seniors at $4.00 per person
- Create the Museum Special Event/Tradeshow Rental Fee at $100.00 per hour
- Create the Museum Meeting Rental Fee at $25.00 per hour

The fee changes will be effective on January 1, 2022.

FUNDING SOURCE
This revenue is included in the fiscal year 2022 parks fund budget and golf fund budget.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2021-531 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin; and, enacting Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $18.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $20.00 per player per 18 holes. The green fees shall be $9.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $10.00 per player per 9 holes.

(2) *Green fees for senior citizens.* The green fees for senior citizens shall be $12.00 per player per 18 holes, except on week-ends and holidays, when the green fees for senior citizens shall be $15.00 per player per 18 holes. The green fees shall be $6.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $7.00 per player per 9 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $800.00 per person per year.

b. Senior citizen single annual pass fee shall be $600.00 per person per year. Senior citizen passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $10.00.

c. A single annual pass with unlimited cart use fee shall be $1,450.00 per person per year.

d. A senior citizen annual pass with unlimited cart use fee shall be $1,175.00 per person per year.

e. A student (also known as "junior" or "youth") annual pass fee shall be $90.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $9.00. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass (up to four individuals) fee shall be $1,200.00 per family per year. A family annual pass with one (1) unlimited cart use fee shall be $1,800.00. The fee for an additional unlimited cart use shall be an additional $600.00 per person per year.

g. A twilight annual pass fee shall be $400.00 per person per year. A twilight annual pass with one (1) unlimited cart use fee shall be $800.00.

(4) *Green fees for students.* The green fees for qualified students (also known as "junior" or "youth") shall be $9.00. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for students with cart (per seat).* The green fees with cart for qualified students (also known as "junior" or "youth") shall be $10.00 per seat. Qualifications for participation shall be set by the director of the parks and recreation department.

(6) *Green fees for leagues.* The green fees for league play shall be $10.00. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(7) *Twilight green fee.* The twilight green fee shall be $12.00 on weekdays and $14.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(8) *Pull cart rental.* The pull cart rental charge shall be $3.00 per day.

(9) *Power cart rental.* The power cart rental charge shall be $14.00 per 18 holes per seat. The power cart rental charge shall be $8.00 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such “specials” shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, “Student”, “Junior”, or “Youth” shall mean any person under the age of 18.”

Section 2. That Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-6 Fees for parks programs and parks facilities.

(a) In addition to any fees or charges established pursuant to this chapter, the fees and charges for programs and facilities at the City of Joplin Parks and Recreation Facilities are as follows:

(1) *Tennis Programs at the Joplin Athletic Complex.*

a. The tennis tournament fee shall be $50.00 per court per day.
b. The high school age and college age tennis practice fee shall be $40.00 per player.

(2) *Baseball programs at Joe Becker and the Joplin Athletic Complex.*

a. A college level and similar level baseball game shall be $225.00 per game.
b. A college level and similar level baseball practice shall be $50.00 per practice.
c. A high school age and similar level baseball game shall be $150.00 per game.
d. A high school age and similar level baseball practice shall be $30.00 per game.
e. A baseball activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.
f. In the event a baseball tournament is cancelled within ten (10) days of the tournament date for any reason other than weather-related, field condition or at the request of the city, there shall be a cancellation fee of twenty-five percent (25%) of the tournament fee.

(3) *Soccer programs at the Joplin Athletic Complex and Dover Hill.*

a. A high school, college, youth level soccer tournament shall be $60.00 per match.
b. An adult soccer tournament shall be $80.00 per match.
c. A soccer activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.

(4) *Softball programs.*

a. A softball game with lights shall be $100.00 per game.
b. A softball game without lights shall be $75.00 per game.
c. A softball activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.
d. Additional fees.

i. Additional bags of field drying agent are available at market cost (first four bags per field are provided).

(5) *Football programs.*

a. A football activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.

(5) *Shelter facilities.*

a. The shelter facility rental fee shall be $40.00 per day.

(6) *Parks Special Event Permit.*

a. A special event permit fee of $150.00 for the usage of any city park shall be assessed per event.

(7) *Community Center Facility Rental.*

a. The community center facility rental fee shall be $25.00 per event.

(b) Fee review process. City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charges.

(c) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above."

Section 3. That Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"ARTICLE III. JOPLIN HISTORICAL AND MINERAL MUSEUM

Sec. 86-72 Fees at Joplin Historical and Mineral Museum.

(a) The museum admission fee shall be $5.00 for anyone 13 years of age and over, and $4.00 for a Senior Citizen or a Military person.

(b) The museum special event or tradeshow rental fee shall be $100.00 per hour.

(c) The museum meeting room rental fee shall be $25.00 per hour.

(d) For purposes of this section "Senior Citizen or Military Person" shall mean any person age 60 and above, any person permanently and totally disabled from employment at any age, or any person that has served in the armed services.

Section 4. That this ordinance shall become effective on January 1, 2022.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney