CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-543 – Approving a Memorandum of Understanding with Missouri Southern State University (MSSU) for an ARPA contribution

MEETING DATE
December 19, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-543 Ordinance; Exhibit "A" Memorandum of Understanding; MSSU Description of Health Science Innovation Center; Unfunded Community High Project Priority List

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

SUMMARY
This Council Bill approves a Memorandum of Understanding (MOU) with Missouri Southern State University (MSSU) for an ARPA contribution.

BACKGROUND
The City of Joplin received an allocation of $13,779,739.00 of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA). In order to develop a spending plan for the City's ARPA allotment, the City Council, along with City staff, prioritized an unfunded community project list.

Missouri Southern State University (MSSU) received SLFRF funds from the State of Missouri to build a new $30 million Health Science Innovation Center provided they raise 50% of the cost of construction. Included in the high priority portion of the unfunded community project list is a request for $1.5 million to help fund the matching portion of this visionary project.

This MOU sets forth the commitment by the City to contribute $1.5 million of the nearly $13.8 million City ARPA allocation for the construction of this facility, if MSSU raises the remaining needed funds by June 30, 2024.

FUNDING SOURCE
The funding source is the City's ARPA allocation.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

A proposal to the City of Joplin from Missouri Southern State University to support the Health Science Innovation Center

June 2022

Missouri Southern State University, one of Joplin's largest employers with an annual economic impact of nearly $300 million, submits the following proposal to the Joplin City Council. The timing of the city's receipt of American Rescue Plan Act *(ARPA)* funds, the university's development of a transformational academic facility, and the state's investment in matching dollars results in this once-in-a-generation opportunity for these three entities to partner in filling one of Joplin's most important workforce needs.

JOPLIN'S ECONOMIC STRENGTH

Since the decline of the mining industry in the early 20th century, Joplin has built a diversified economy. Today, for example, manufacturing and transportation/distribution are mainstays of Joplin's economy. However, no sector provides Joplin the economic impact of healthcare. Home to two major medical centers and hundreds of related enterprises, healthcare forms the backbone of Joplin's economy. Several factors make healthcare an economic powerhouse for Joplin: thousands of high-paying professional and service jobs, significant local spending, and hundreds of thousands of visitors drawn each year to Joplin for health services, nearly all of whom make local purchases that result in tax income for the city. Given these and other factors, it's easy to see how healthcare is Joplin's most important economic sector.

A CRITICAL WORKFORCE GAP

With all its economic strengths, the Achilles heel of the healthcare industry is its ability to attract and retain talent. Nearly every healthcare business in the region, including major employers Freeman and Mercy, has indicated a critical need for professionals such as nurses, techs, and respiratory therapists, to name but a few. As point of evidence of this demand, a search of the job site *Indeed* on Monday, June 27, 2022, showed 619 openings for nurses within 25 miles of Joplin.

The ability of Joplin and the region to continue to capitalize on its strength as a healthcare provider depends largely on its ability to meet that industry's local workforce demands. Missouri Southern, for example, established its nursing program in 1966 following the closure of the St. John's Hospital School of Nursing. History has proven in the last 56 years that homegrown nursing talent is more likely to be retained than nurses recruited from across the country. MSSU's ability to produce nurses is currently limited to an annual cohort of 30 graduates. Assisting entities such as Missouri Southern in increasing their capacity to meet the workforce demands in critical sectors like healthcare must be a top priority for the City of Joplin and the State of Missouri.

A Transformational Opportunity

To that end, Missouri Southern proposes the creation of a $30 million "best in class" facility to strengthen the university's position as a leader in health science education *(most notably the preparation of nurses, dental hygienists, respiratory therapists, radiologists, and pre-professionals such as future doctors, dentists, and physical therapists)*. The Health Science Innovation Center will contain state-of-the-art teaching and training facilities, including a large simulation hospital, expanded cadaver lab, radiologic technology laboratory, and research facilities for students, faculty, and university partners, including Kansas City University.



The construction and equipping of the Health Science Innovation Center will increase both the quality and number of graduates in the university's health science programs. More health science graduates from Missouri Southern means the region's healthcare providers can better meet the growing demand for services. This will have a direct impact the region's economic vitality and quality of life. For example, the construction of the Health Science Innovation Center will allow Missouri Southern to double the number of nursing graduates annually *(from 30 to 60)* by 2024 *(pending approval of the State Board of Nursing)*, with additional growth possible.

Leveraging State Investment

The Health Science Innovation Center at MSSU is one of the top capital projects identified by Governor Mike Parson for its impact on Missouri. A $15 million appropriation from the Missouri General Assembly awaits the governor's signature later this month. Once approved, those funds can be accessed by Missouri Southern on a dollar-for-dollar match using investments by governmental bodies *(cities and counties)*, private foundations, individual donors, and others. These match funds mean every dollar invested by the City of Joplin yields two for this project and immediately moves the Health Science Innovation Center closer to becoming a reality for healthcare in Southwest Missouri.

LONG-TERM ECONOMIC IMPACT

During a strategic planning workshop in November 2020, the Joplin City Council established six priorities for the community:

1) Improve the community's appearance;
2) Address declining neighborhoods;
3) Increase economic opportunities;
4) Address homelessness;
5) Reduce crime & increase safety; and
6) Create and grow resilient revenue for city government.

While the City of Joplin has put forward an ambitious plan, it is priority #3 - robust economic growth *(jobs, sale of goods and services, and the resulting tax income for the city)* – that will go the farthest in funding the achievement of the other five priorities. As a soon to be "shovel ready" initiative, the Health Science Innovation Center is poised to feed the long-term economic growth of Joplin's healthcare sector and, therefore, make a significant economic impact on the city.

The impact of the Health Science Innovation Center will be measured by the increased production of graduates prepared to immediately take high-demand roles in the health sciences. Missouri Southern has worked closely with Freeman Health System, Mercy Hospital-Joplin, and other regional healthcare providers to identify workforce gaps that are inhibiting our economy's growth in this important sector. For example, out of workforce conversations with the two local hospitals was born Missouri Southern's bachelor's degree in healthcare administration and, coming soon, a master's degree within the same field. Graduates in these programs *(both undergraduate and graduate)* will have an immediate impact on the non-clinical business side of healthcare – something both hospitals said is of critical importance to their long-term growth.

ELIGIBLE USE OF ARPA FUNDS

Both the Missouri Governor's Office and the Office of Administration have put forward an American Rescue Plan Act *(ARPA)* "toolkit" to assist local governments in determining the eligible use of funds. The toolkit lists six categories of eligible use:

- Public health *(includes "enhancement of healthcare capacity")*;
- Public safety;
- Economic development *(includes "access to health and social services")*;
- Water, wastewater, and stormwater;
- Broadband; and
- Behavioral health.

Missouri Southern's Health Science Innovation Center fits both the "public health" and "economic development" categories and, therefore, is an eligible and encouraged use of ARPA funds. A decision by the Joplin City Council to invest ARPA funds in this project will have a multi-generational impact on the health of and economic opportunity for the city's residents.

The Opportunity and Timeline

Missouri Southern respectfully requests the City of Joplin invest $1.5 million in ARPA funds in the construction of the Health Science Innovation Center. The state's match of an additional $1.5 million will result in a $3 million infusion for the project. These early investments in the project will allow the university to contract with an architect and begin the final design of the project.

If all funds are received for the project in 2022, construction can begin in mid-2023 and the building occupied by the end of 2024 – potentially graduating its first expanded cohort of nurses, *(pending approval by the State Board of Nursing)* by May 2027. These new graduates will have an immediate impact on Joplin's effort to grow the healthcare sector within its economy.

For More Information

To learn more about Missouri Southern's plans for the Health Science Innovation Center and how this project will positively impact Joplin's future, please contact:

- Dr. Dean Van Galen
  President
  Missouri Southern State University

  Office: (417) 625-9501
  Cell: (715) 307-8299

- Dr. Brad Hodson
  Executive Vice President
  Missouri Southern State University

  Office: (417) 625-3072
  Cell: (620) 232-4208



MISSOURI SOUTHERN
STATE UNIVERSITY

FINAL PRIORITIZED COMMUNITY PROJECT LIST

AUGUST 1, 2022

Survey Rank	New Rank	Project	Category	Cost Estimate
		HIGH PRIORITY PROJECTS:		
1	1	Project: Neighborhood Improvements Estimate	Housing	$ 5,000,000
2	2	Project: City of Joplin Fiber Backbone Network	Broadband	$ 17,000,000
3	3	Project: MOSWIN Interoperability Radio System	Public Safety-Police	$ 600,000
4	4	Project: Home Rehabilitation and Repair	Housing	$ 3,000,000
5	5	Project: Police Equipment	Public Safety-Police	$ 1,696,000
6	6	Project: East Town Infrastructure and Revitalization	Transportation	$ 5,400,000
7	7	Project: Replacement and Relocation of Joplin Fire Station 3	Public Safety-Fire	$ 6,500,000
8	8	Project: Tin Cup Parallel Force Main and Lift Station Improvements	Sewer/Water	$ 4,750,000
9	9	Project: Wastewater Treatment – Trickling Filter Replacement	Sewer/Water	$ 7,700,000
10	10	Project: Fire Equipment	Public Safety-Fire	$ 253,000
11	11	Project: Pennsylvania Avenue Viaduct Removal & At-Grade Road Replacement	Transportation	$ 2,300,000
12	12	Project: Shoal Creek WWTF Final Clarifier	Sewer/Water	$ 3,500,000
13	13	Project: East Town Stormwater Improvements	Stormwater	$ 1,426,000
14	14	Project: Neighborhood Sidewalk Repair and Replacement	Transportation	$ 4,000,000
15	15	Project: Glendale Parallel Replacement Phase I	Sewer/Water	$ 2,500,000
16	16	Project: City Facilities Video Security Enhancements	Internal City Projects	$ 250,000
17	17	Project: 17th Street and Annie Baxter Stormwater Improvements	Stormwater	$ 740,500
18	18	Project: Tin Cup Trail and Underpass	Transportation	$ 4,800,000
19	19	Project: Zora St Widening / Improvements from Range Line (Loop 49) to MO249	Transportation	$ 12,000,000
43	20	Project: Construction Investment of the MSSU Health Science Innovation Center	Sub-recipient	$ 1,500,000

FINAL PRIORITIZED COMMUNITY PROJECT LIST

AUGUST 1, 2022

		MEDIUM PRIORITY PROJECTS:		
20	21	Project: Zora Street Water Main Installation	Sewer/Water	$ 4,000,000
21	22	Project: Downtown SMART Technology for Traffic Signals	Transportation	$ 5,700,000
22	23	Project: 7th Street & 249 Sanitary Sewer Extension (Phase II)	Sewer/Water	$ 2,000,000
23	24	Project: 20th & Malang Force Main	Sewer/Water	$ 3,500,000
24	25	Project: City Website Redesign Estimate	Internal City Projects	$ 150,000
25	26	Project: East 20th Street Sanitary Sewer Extension	Sewer/Water	$ 5,000,000
26	27	Project: Joplin East Industrial Park Culvert Replacements	Stormwater	$ 2,800,000
27	28	Project: Euclid Avenue Storm Sewer Improvements	Stormwater	$ 1,223,500
28	29	Project: East Baker's Branch Sewer Extension Phase I & II	Sewer/Water	$ 4,250,000
29	30	Project: 20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line	Transportation	$ 12,000,000
30	31	Project: Dover Outdoor Recreation Area (DORA)	Parks	$ 4,000,000
31	32	Project: County Road 180 Water Main Installation	Sewer/Water	$ 4,500,000
32	33	Project: Garvin Park Ditch	Stormwater	$ 444,000
33	34	Project: Create or Expand New Industrial Park	Economic Development	$ 3,000,000
34	35	Project: Wastewater Treatment – Activated Sludge Facilities	Sewer/Water	$ 17,000,000
35	36	Project: 7th Street Water Main Installation	Sewer/Water	$ 2,500,000
36	37	Project: Landreth Park to Frisco Trail Connector	Parks	$ 280,000
37	38	Project: Construct Public Transit Transfer Station	Transit	$ 4,500,000
38	39	Project: Crane Road & Arbor Hills Lift Station Elimination	Sewer/Water	$ 2,000,000
39	40	Project: I-44 Culvert Addition	Stormwater	$ 9,500,000
40	41	Project: Trail Wayfinding	Parks	$ 150,000
41	42	Project: Streetscape along Joplin Avenue from 6th Street to 10th Street	Transportation	$ 3,000,000
42	43	Project: Sallyport for Justice Center and Jail	Public Safety-Police	$ 600,000
44	44	Project: Schifferdecker Trail Connections	Parks	$ 810,000
45	45	Project: Grade Separation Funding for KCS RR Tracks at 32nd/Hwy FF	Transportation	$ 18,000,000
46	46	Project: Colorado Drive Storm Sewer Improvements	Stormwater	$ 1,170,500
47	47	Project: Streetscape along Wall Avenue from 7th Street to 10th Street	Transportation	$ 2,500,000
48	48	Project: McClelland Park Improvements	Parks	$ 1,450,000

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this ***"Agreement"***) is made and entered into effective as of the ____ day of _____, 2022 (the "***Effective Date***"), by and between City of Joplin, Missouri, a Missouri municipal corporation, (***"Donor"***) and the Missouri Southern State University (***"Donee"***).

RECITALS

A. Donor is a municipal corporation in Jasper County, Missouri.

B. Donee is a state university located in Jasper County, Missouri.

C. Donee has plans to construct a Health Science Innovation Center on its campus in in Joplin, Missouri, and has secured a $15 million appropriation from the Missouri General Assembly which represents half of the total cost of the proposed project. Donee is in the process of securing charitable and other commitments to raise the remaining $15 million.

D. Donee has requested $1.5 million from Donor from the State and Local Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) funds that the Donor received. Donor desires to donate or appropriate $1.5 million from those funds, subject to terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

ARTICLE 1.
DONATION

1.1 Donation and Use of Funds. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate $1.5 million to Donee from Donor's ARPA funds. The funds shall be solely used for costs directly associated with the construction of the Health Science Innovation Center. These costs include architectural, engineering, development and construction of the Center.

1.2 Condition Precedent. Donor's donation is conditioned on Donee completing the fundraising need for the balance of the projected cost of the Health Science Innovation Center, $ 13.5 million no later than June 30, 2024. Donee shall secure this fundraising and provide a summary of commitments (while respecting the donors wishes for anonymity). The summary will provide information including irrevocable letters of intent to gift, transfer and otherwise commit to the Donee/project. In the event Donee is unable to complete this fundraising by this date, then Donor may terminate this MOU and reallocate its $1.5 million to maintain its compliance with the

SLFRF. In addition, after meeting the fundraising condition, Donee agrees to complete construction of the Health Science Innovation Center by December 31, 2026.

1.3 Information and Documentation. Donee agrees to provide any information related to the project as may be requested by Donor from time to time.

ARTICLE 4.
REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1 Donor's Representation, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

4.1.1 *Donor's Authority*. Donor is a municipal corporation organized and existing under the laws of the State of Missouri and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority; and no other consents by any other party are required for Donor to execute and deliver this Agreement and such other documents.

4.1.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

4.1.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

4.2 Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder for the period provided below and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

4.2.1 *Donee's Authority*. Donee is a state university organized under the law of the State of Missouri, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

4.2.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with our result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donee is subject.

4.2.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

4.2.4 *Recognition*. Upon achieving fund goals, and prior to proceeding with construction, parties shall mutually agree to ensure recognition of the City of Joplin as grantor of resources which may include a plaque or similar permanent recognition placed in the completed Center.

ARTICLE 6.
NOTICE

6.1 Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by telecopy to the fax numbers set forth below, provided that a confirming copy of the telecopy is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to Donor: City of Joplin
Attention: Peter C. Edwards
City Attorney
602 S. Main
Joplin, Missouri 64801

If to Donee: Missouri Southern State University
Attention: Dr. Dean Van Galen, President
203 Hearnes Hall
3950 E. Newman Road
Joplin, Missouri 64801

6.2 Effective Date; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 7.
GENERAL PROVISIONS

7.1 Remedies. In the event of any breach or default by Donee hereunder, Donor shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by Donor occurring prior to Closing and resulting in a failure to close, Donee's sole and exclusive remedy shall be to terminate this Agreement, provided that Donee shall not exercise such remedy unless Donor has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

7.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

7.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

7.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

7.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.

7.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

7.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

7.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

7.11 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

7.12 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

7.13 Effective Date. As used herein, the term ***"Effective Date"*** shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of Donee and Donor.

7.14 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

7.15 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision shall control to the extent of the conflict.

[Remainder of page intentionally left blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set for below.

DONOR:

CITY OF JOPLIN, MISSOURI,
a Missouri municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

DONEE:

MISSOURI SOUTHERN
STATE UNIVERSITY
Non-profit, Missouri Public Institution

By: _____
Name: _____
Title: _____

Date: _____

COUNCIL BILL NO. 2022-543 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) funds for the construction of a new Health Science Innovation Center.

WHEREAS, the City of Joplin received an allocation of $13,779,739.00 of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA); and,

WHEREAS, the City Council of the City of Joplin, along with City staff, prioritized an unfunded community project list; and,

WHEREAS, Missouri Southern State University (MSSU) received SLFRF funds from the State of Missouri to build a new Health Science Innovation Center provided they raise 50% of the cost of construction; and,

WHEREAS, the City Council desires to contribute $1,500,000.00 towards this visionary project, conditioned on the additional funds are raised by MSSU.

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

Section 1. That the Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) for the construction of a new Health Science Innovation Center, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney