# COUNCIL AGENDA

September 2, 2014

6:00 P.M., Council Chambers

| General Council Members | MAYOR | Zone Council Members |
|---|---|---|
| Mike Woolston | Michael L. Seibert | Gary Shaw |
| Morris Glaze (Mayor ProTem) | | Melodee Colbert- Kean |
| Bill Scearce | | Dr. Benjamin D. Rosenberg |
| Ryan Stanley | | Michael Seibert |
| Miranda Lewis | | |

**1. Call to Order**
Invocation
Pledge of Allegiance

**2. Roll Call**

**3. Presentations**
1. Pam Tillery of the MO State Auditor's office will make a presentation on the state petition process.

**4. Finalization of Consent Agenda**

**5. Reports and Communications**

**6. Citizen Requests and Petitions**

**7. Public Hearings**
Public Hearing Procedures
1. COUNCIL BILL NO. 2014-268 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 2615 East 20th Street in the City of Joplin, Jasper County, Missouri. (Dr. Kimberly Wood. Planning and Zoning recommended approval)

2. COUNCIL BILL NO.2014-269 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Districts C-0-PD, C-1, and C-1-PD, and including in District C-3 property as described below and located approximately between 24th and 26th Streets, Maiden Lane and McCoy Avenue in

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

the City of Joplin, Jasper County, Missouri. (Requested By Walmart Real Estate Business Trust. Planning and Zoning recommended approval).

**8. Consent Agenda**

1. Minutes of the August 18, 2014 Council Meeting

2. Minutes of the August 25, 2014 Special Council Meeting

3. COUNCIL BILL NO. 2014-022 -AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

**9. Resolutions**

**10. Ordinances – Emergency**

1. COUNCIL BILL NO. 2014-452 - AN ORDINANCE approving an Assistance Amendment by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 14, 2015, for the amount of Two Million Five Hundred Thousand Dollars and no Cents ($2,500,000.00), to support soil testing and remediation activities associated with tornado response; and, authorizing the Interim City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

2. COUNCIL BILL NO. 2014-453 - 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, 2014 and running through September 30, 2015, for the amount of up to Six Hundred Forty-Four Thousand, Three Hundred Ninety-Four Dollars and no Cents ($644,394.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the Interim City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

3. COUNCIL BILL NO. 2014-615 - AN ORDINANCE authorizing and approving the City of Joplin to purchase a four story training tower from WHP Training towers, for the amount of Six Hundred Ninety-Eight Thousand, Nine hundred and Seventy Dollars, Zero Cents ($698,970.00); authorizing the Interim City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

4. COUNCIL BILL NO. 2014-616 - AN ORDINANCE approving an Agreement governing cooperation between the National Weather Service (NWS), for the provision of the National Oceanic and Atmospheric Administration (NOAA) and the City of Joplin, MO to facilitate operation of a National Weather Radio (NWR) station at 602 S. Main Street, Joplin, MO; and concerning the preservation of property, health, and safety relating to public improvement: and, containing an emergency clause.

**11. Ordinances – First Reading**

1. COUNCIL BILL NO. 2014-166 - AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

2. COUNCIL BILL NO. 2014-617 - AN ORDINANCE approving the application of Historic Murphysburg's, DickensFest; MSSU Diversity Committee's, Martin Luther King Day of Service; Spiva Center for the Art's, PhotoSpiva 2015; Active Lifestyles Events', Joplin Memorial Half; Rufus Racing's, Summer Roundup Triathlon Weekend; Wildcat Glades Conservation & Audubon Center's, Shoal Creek Water Festival; Joplin Disc Golf Club's, 10th Annual Four State Open; Four State Trucks/Chrome Shop Mafia's, Guilty By Association, and MSSU Alumni Associations, MSSU Homecoming Celebration for utilization of FY2015 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

**12. Ordinances – Second Reading and Third Reading**

**13. Unfinished Business**

**14. New Business**

1. News from the PIO Officer

**Notice posted at 4:30p.m. on this the 28th day of August, 2014. (RSMo 610.020)**

# PRESENTATIONS

# PUBLIC HEARINGS

## PUBLIC HEARING PROCEDURES

Persons wishing to testify before the Joplin City Council regarding an item on the Council Agenda, are requested to follow these rules:

1. Approach the podium and state your **name and address** clearly for the record.

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

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

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

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

Thank you for your consideration and understanding.

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: September 2, 2014**

**Item: COUNCIL BILL NO. 2014-268**
**Originating Department: PLANNING & COMMUNITY DEVELOPMENT**

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nicholas A. Heatherly NAH Date: 8/19/14
City Attorney: Peter C. Edwards PE Date: 8/19/14
Interim City Manager: Samuel L. Anselm Date: 8/25/14
Board or Commission: Planning and Zoning Commission MDW Date: 8/11/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 030-14: 2615 East 20th Street – A request to rezone property from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future planned commercial development – Dr. Kimberly Wood.

STAFF SUMMARY:
The proposed rezoning is for the development of a 4,500 square foot commercial office building.

Access Management: The site will have one point of access from 20th Street. Future cross access is shown to the west. The owner plans on developing a future building to the east, which was rezoned and approved in 2012. The site has also reserved land along 20th Street for future infrastructure improvements, including enough space for a proposed bike/pedestrian trail. A pedestrian connection from 20th Street to the building entrance is shown on the site plan.

Parking: A total of 24 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 4,875 square foot building. The exterior of the building will be stone veneer. The design of the building is similar to what was approved in 2012 on the property to the east, in which the applicant was pursuing a Tuscan-look to the development.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl privacy fence with landscaping will be installed along the north property line to screen the commercial property from adjacent residential property.

Staff recommends approval of Case 030-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham, PLJBD Architects, appeared representing Dr. Wood. She previously purchased the property immediately to the east, which was rezoned to District C-1-PD. She was able to acquire this additional piece of property which gives her enough property to complete her future development. She would like to rezone the property she just acquired to be consistent with the north side of 20th Street in this area.

Mr. Smith asked about the estimated timeframe for construction. Mr. Denham replied if the property is rezoned, construction will begin as soon as the design work is complete.

Mr. Smith stated that after Dr. Wood's property to the east was rezoned, it sat vacant for a long time. Mr. Denham stated she had some health issues but is now ready to move her practice to this area.

Mr. Duncan asked if Dr. Wood is just proceeding with construction on the parcel in this request, of if she is proceeding with construction on both parcels. Mr. Denham replied she wants to proceed on this parcel first, with her clinic being on this parcel. In the near future, she will begin developing a separate building on the property to the east.

Mr. Duncan discussed Dr. Wood's previous plans for her office on the property to the east but asked if it is now her intention to have her office on the property on this request. Mr. Denham replied that is correct. She originally wanted a two-story building with a walk-out design, but the slope of the site really didn't allow for that walk-out basement style design. She is now looking at two one-story buildings.

PUBLIC COMMENT:
Mr. Robert Sheldon, Jr., 2017 South Florida Avenue, Joplin, appeared in opposition to the request. He and his wife Julie built back in the tornado zone using ICF technology for its efficiency and its safety.

Mr. Sheldon stated that his home was an expensive undertaking for him and his wife. Prior to the tornado, this was a typical residential neighborhood that was close to areas that were already zoned commercial. When he purchased his property, the Planning and Zoning staff informed him that this area would never be zoned commercial. Then someone developed the idea that 20th Street should be used for mixed residential and commercial usage based on tax revenue.

Mr. Sheldon thought the City should protect the residents and not support anything commercial wanting to locate in a residential area. If the zoning changes, and residents leave for a quieter neighborhood outside the city, they're not in the city contributing to the tax base. If residents are protected, they're more likely to remain, with the city collecting taxes from them and from businesses establishing in areas already zoned commercial.

Mr. Sheldon understood grant funding is available for people who want to move back into the tornado zone, telling him the area is blighted. The long-term residents who anchor an area move out of that area, with the area not typically becoming nicer. He expressed concern about a parking lot across the street with the possibility of more lights and bright signs advertising businesses. The churches on 20th Street and businesses on Range Line Road have signage and parking lot lighting on all night, with that bright light reflecting into his back yard. He really sees a medical practice that needs to locate in a medical area and leave the residents alone.

Mr. Smith asked Mr. Sheldon where he resides, and he replied at 2017 South Florida in the large gray house with the tower.

Mr. Smith asked Mr. Sheldon if he wasn't in the area that was notified by letter, and he replied no. Mr. Bolander did not believe Mr. Sheldon's property is within 185 feet of the property in this request.

Mrs. Julie Sheldon just learned about this request through some neighbors along Alabama Avenue.

Protest petitions were received from Mr. and Mrs. Sheldon and from Judy Lytle, 2103 Alabama Avenue.

Z&P Meeting: August 11, 2014
City Council Meeting: September 2, 2014

# STAFF PLANNING REPORT
## Rezoning

**CASE 030-14:**

A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for property located at 2615 E. 20th Street for future planned commercial development.

**APPLICANT:** Dr. Kimberly Wood

**LOCATION:** 2615 E. 20th Street

**REQUESTED ZONING:** C-1 PD (Neighborhood Commercial – Planned Development)

**CORRIDOR:** 20th Street – Site Plan Required

---

**EXISTING CONDITIONS:**

| Zoning | Land Use | Property Size |
|---|---|---|
| R-1 (Single-Family) | Vacant (Former Single-Family) | 100' x 130' / .30 acres |

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-1 | C-1 PD | R-1 | C-1 PD |
| Land Use | Vacant (Former Single-Family) | Vacant (Former Single-Family) | Vacant (Former Single-Family) | Vacant (Former Single-Family) |

**FUTURE LAND USE:**

This site is located along the 20th Street corridor and is eligible for rezoning subject to site plan review and approval.

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| 20th Street | Minor Arterial | 85' |

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

No.

**UTILITIES:** The property has utility connections.

**FLOOD PLAIN:** Zone X – Area of minimal flooding.

---

**STAFF ANALYSIS:**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

Yes.

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

This property is suitable for commercial development.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The planned rezoning and development plans should not detrimentally affect nearby properties.

**DISCUSSION**

The proposed rezoning is for the development of a 4,500 square foot commercial office building.

Access Management: The site will have one point of access from 20th Street. Future cross access is shown to the west. The owner plans on developing a future building to the east, which was rezoned and approved in 2012. The site has also reserved land along 20th Street for future infrastructure improvements, including enough space for a proposed bike/pedestrian trail. A pedestrian connection from 20th Street to the building entrance is shown on the site plan.

Parking: A total of 24 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 4,875 square foot building. The exterior of

the building will be stone veneer. The design of the building is similar to what was approved in 2012 on the property to the east, in which the applicant was pursuing a Tuscan-look to the development.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl privacy fence with landscaping will be installed along the north property line to screen the commercial property from adjacent residential property.

**Staff recommends approval of Case 030-14.**

**ENCLOSURES:**

Site plan

Landscape plan

Building elevations

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

RECEIVED 7-2-14.

For Office Use Only
Case No.: 0730-14
Filing Fee: $350.00
Date Advertised: 07-27-14
Date Notices Sent 07-28-14
Public Hearing Date: 08-11-14

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

APPLICANT: DR. KIMBERLY WOOD PHONE: 624.4701
ADDRESS: 819 E. 32ND STREET ZIP: 64804
OWNER: Same PHONE: Same
ADDRESS: Same ZIP: Same
LOCATION OF PROPERTY: 2615 E. 20TH
LEGAL DESCRIPTION: See attached

Present Zoning R.1 Requested Zoning: C.1 PD Acreage: 0.3A (13,200 S.F.)
Present Use of Property: VACANT- FORMERLY A SINGLE FAMILY RESIDENCE

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | RESIDENTIAL | R.1 |
| South | RESIDENTIAL | R.1 |
| East | COMMERCIAL | C1.PD |
| West | COMMERCIAL | C1.PD |

CHARACTER OF THE NEIGHBORHOOD: 20TH STREET CORRIDOR IS TRANSFORMING INTO COMMERCIAL

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? If yes, explain: NO

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

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 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.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20TH
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 95'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

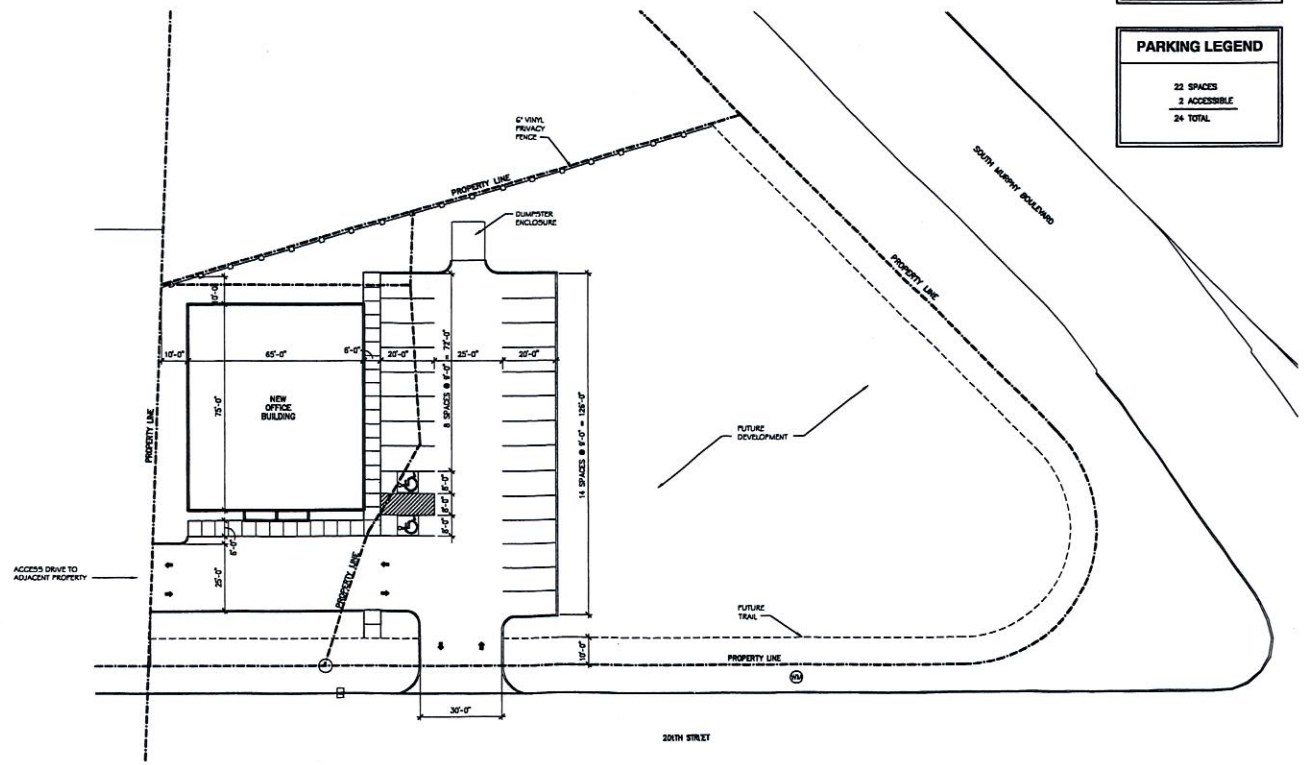
IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: JULY 1, 2014
BY: E. KYLE DENHAM
TITLE: PRESIDENT

(Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.)




## SITE PLAN

SCALE 1" = 20'-0"

PATTERSON
LATIMER
JONES
BRANNON
DENHAM
ARCHITECTURE | INTERIORS | PLANNING
Phone : 417-624-4004
Fax : 417-624-4022
E-mail: contact@pljbd.com

Consultant

# A New Office
FOR
Dr. Kimberly Wood
JOPLIN, JASPER COUNTY, MISSOURI

20th and Murphy Blvd.
Joplin, Jasper County,
Missouri

E. Kyle Denham
ARCHITECT A-6748

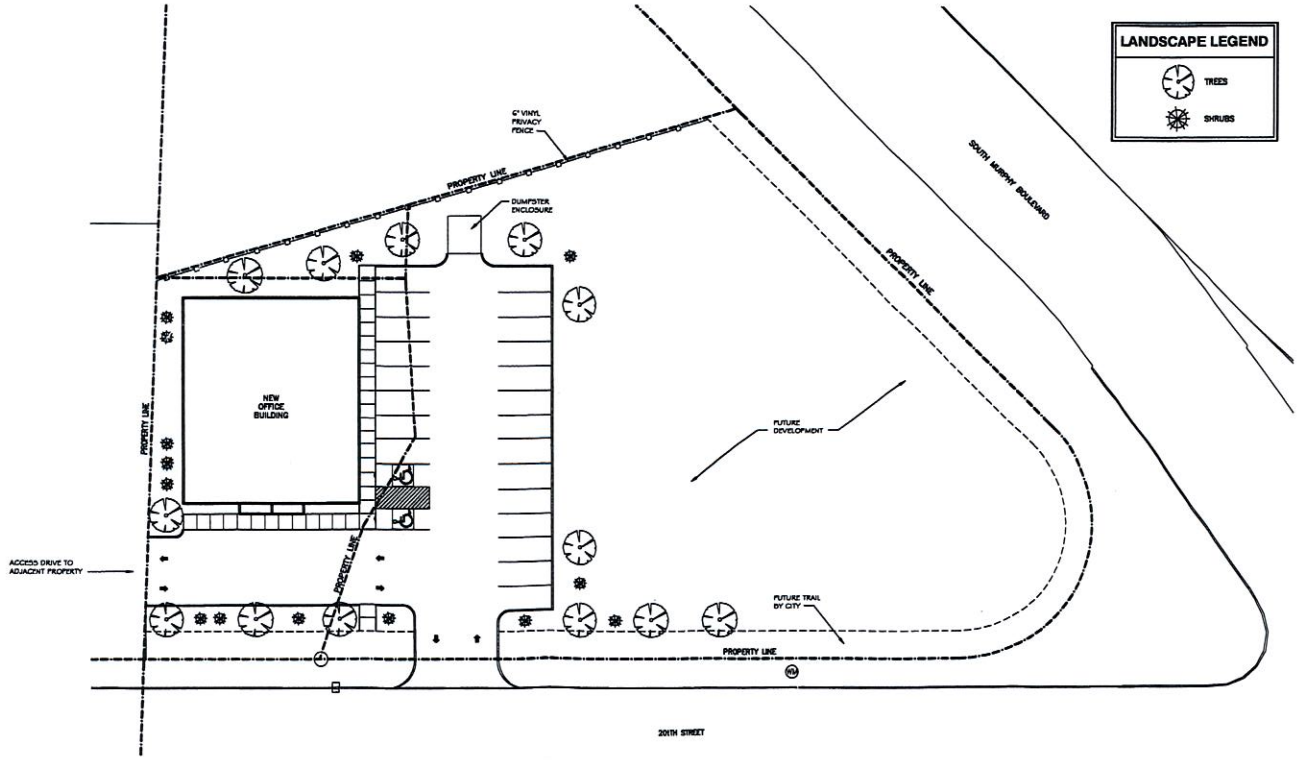
DATE
July 2014

| DRAWN BY: | CHECKED BY: |
|---|---|
| TRB | EKD |

REVISIONS

PROJECT NUMBER
09-2012-08

SHEET NUMBER
A1.1




## LANDSCAPE PLAN

SCALE 1" = 20'-0"

PATTERSON LATIMER JONES BRANNON DENHAM
ARCHITECTURE · INTERIORS · PLANNING
Phone : 417-624-4004
Fax : 417-624-4022
E-mail: contact@pljbd.com
Consultant

**A New Office**
FOR
**Dr. Kimberly Wood**
**JOPLIN, JASPER COUNTY, MISSOURI**

20th and Murphy Blvd.
Joplin, Jasper County,
Missouri

E. Kyle Denham
ARCHITECT A-5742

DATE
July 2014

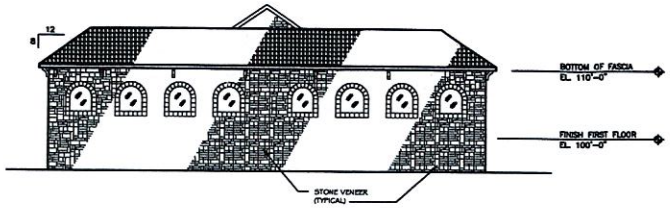
| DRAWN BY: | CHECKED BY: |
|---|---|
| TRB | EKD |

REVISIONS

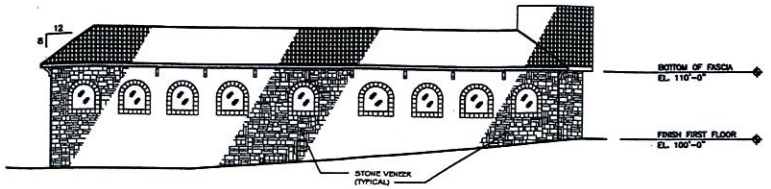
PROJECT NUMBER
09-2012-08

LANDSCAPE PLAN

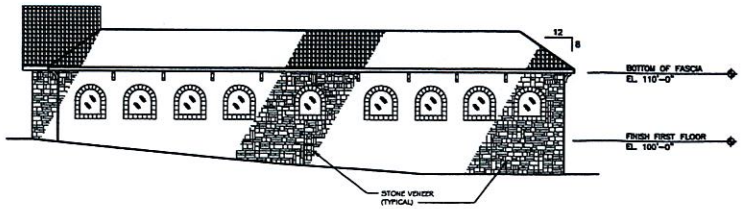
SHEET NUMBER
**A1.2**



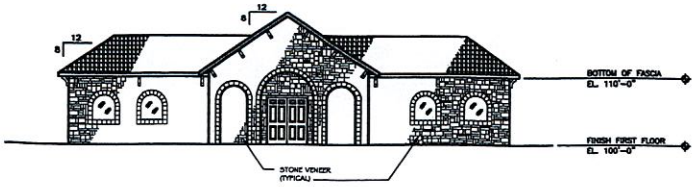

**NORTH ELEVATION**
SCALE 1/8" = 1'-0"




**WEST ELEVATION**
SCALE 1/8" = 1'-0"




**EAST ELEVATION**
SCALE 1/8" = 1'-0"




**SOUTH ELEVATION**
SCALE 1/8" = 1'-0"

PATTERSON
LA TIMER
JONES
BRANNON
DENHAM
Phone : 417-624-4004
Fax : 417-624-4022
E-mail: contact@pljbd.com

Consultant

**A New Office**
FOR
**Dr. Kimberly Wood**
JOPLIN, JASPER COUNTY, MISSOURI

20th and Murphy Blvd.
Joplin, Jasper County,
Missouri

E. Kyle Denham
ARCHITECT A-6742

DATE
July 2014

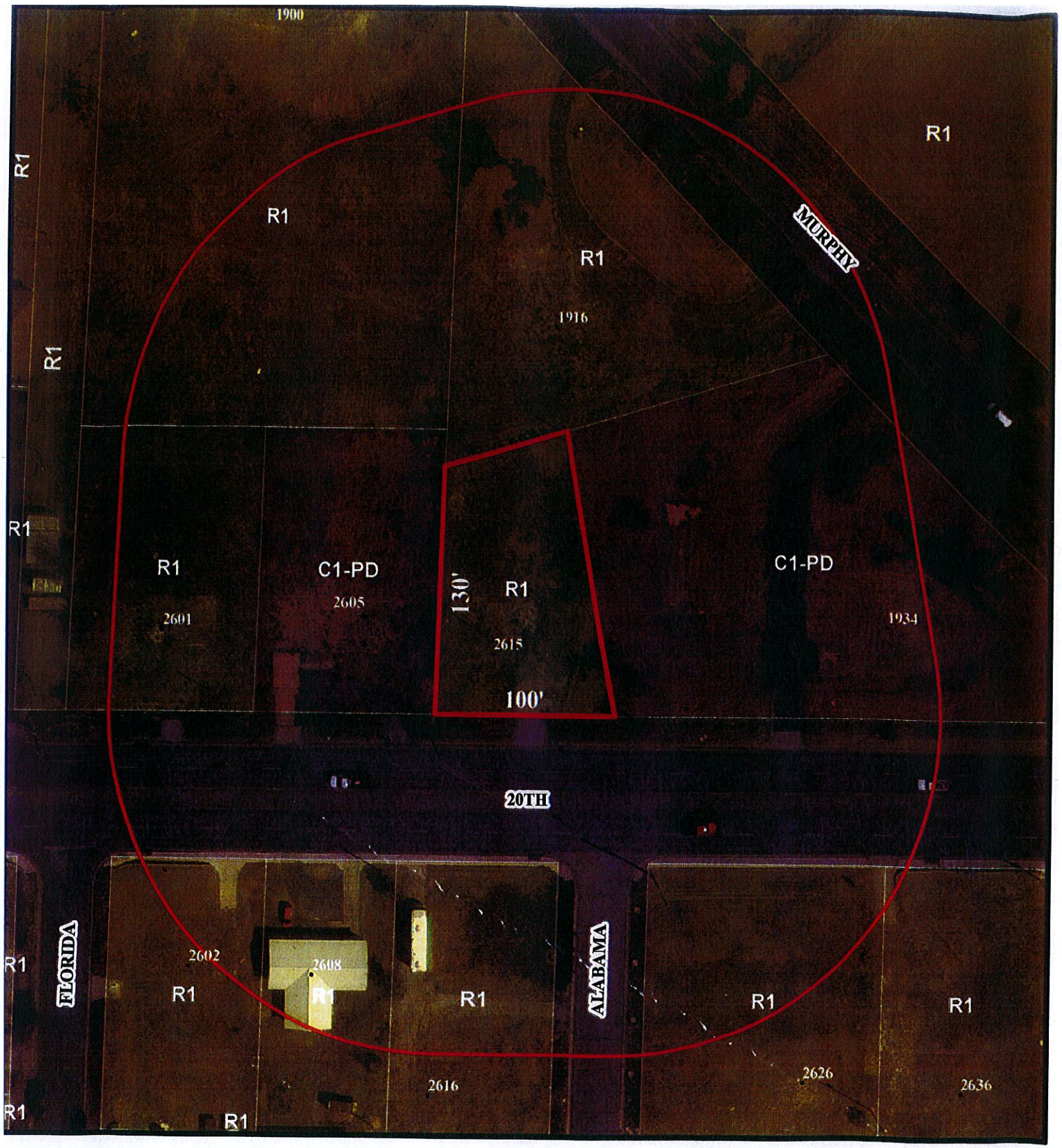
| DRAWN BY: | CHECKED BY: |
|---|---|
| TRB | EKD |

REVISIONS

PROJECT NUMBER
09-2012-08

EXTERIOR ELEVATIONS

SHEET NUMBER
**A3.1**




**Case 030-14: A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial - Planned Development) for property located at 2615 E. 20th Street for future planned commercial development. - Dr. Kimberly Wood**

N

Case 030-14: 2615 East 20th Street – A request to rezone property from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future planned commercial development – Dr. Kimberly Wood.

Mr. Eastman opened the public hearing for Case 030-14.

Mr. Kyle Denham, PLJBD Architects, 303 South Main Street, Joplin, appeared representing Dr. Wood. She previously purchased the property immediately to the east, which was rezoned to District C-1-PD. She was able to acquire this additional piece of property which gives her enough property to complete her future development. She would like to rezone the property she just acquired to be consistent with the north side of 20th Street in this area.

Mr. Eastman asked for questions from the commissioners.

Mr. Smith asked about the estimated timeframe for construction. Mr. Denham replied if the property is rezoned, construction will begin as soon as the design work is complete.

Mr. Smith stated that after Dr. Wood's property to the east was rezoned, it sat vacant for a long time. Mr. Denham stated that she had some health issues and wasn't able to proceed at that point, but she is now ready to move her practice to this area.

Mr. Duncan asked if Dr. Wood is just proceeding with construction on the parcel in this request, of if she is proceeding with construction on both parcels. Mr. Denham replied she wants to proceed on this parcel first, with her clinic being on this parcel. In the near future, she will begin developing a separate building on the property to the east.

Mr. Duncan discussed Dr. Wood's previous plans for her office on the property to the east but asked if it is now her intention to have her office on the property on this request. Mr. Denham replied that is correct. She originally wanted a two-story building with a walk-out design, but the slope of the site really didn't allow for that walk-out basement style design. She is now looking at two one-story buildings.

Mr. Eastman asked for comments from the audience.

Mr. Robert Sheldon, Jr., 2017 South Florida Avenue, Joplin, appeared in opposition to the request. He and his wife Julie built back in the tornado zone because he has lived at this address for almost 30 years. He had the old farmhouse from the subdivision and dreamed of building a nice house on the big lot. He built back using ICF technology, which is a new building style using Styrofoam blocks backfilled with concrete. He built back with this technology for its efficiency and its safety.

Mr. Sheldon stated this two-story Queen Anne house was an expensive undertaking for him and his wife. He stated that prior to the tornado, this was a typical residential neighborhood. It was close to work and close enough to areas that were already zoned commercial. When he purchased his property, the Planning and Zoning staff informed him that this area would never be zoned commercial. Then someone developed the idea that 20th Street should be used for mixed residential and commercial usage based on tax revenue.

Mr. Sheldon doesn't know anyone buying into the philosophy that residents thrive next to commercial zoning. He thought the City should protect the residents and not support anything commercial wanting to locate in a residential area. If there's profit to be made, commercial businesses will find places already zoned commercial to establish themselves. If the zoning changes, and residents leave for a quieter neighborhood outside the city, they're not in the city contributing to the tax base. If residents are protected, they're more likely to remain, with the city collecting taxes from them and from businesses establishing in areas already zoned commercial.

Mr. Sheldon understood there are $30,000 grants available to people who want to move back into the tornado zone, telling him the area is blighted. He stated that the long-term residents who anchor an area move out of that area, with the area not typically becoming nicer. He expressed concern about a parking lot across the street with the possibility of more lights and bright signs advertising businesses. The two churches west of his home have signage that pulsate all night. Businesses along Range Line Road have signage and parking lot lighting on all night, with that bright light reflecting into his back yard.

Mr. Sheldon stated that Dr. Wood is a 59-year old woman with four existing office locations already. He really sees a medical practice that needs to locate in a medical area and leave the residents alone. He would like to trust the local officials doing the right thing and spending his time working in his garage rebuilding things that were damaged in the tornado or working on projects involving his hobbies.

Mr. Smith asked Mr. Sheldon where he resides, and he replied at 2017 South Florida in the large gray house with the tower.

Mr. Smith asked Mr. Sheldon if he wasn't in the area that was notified by letter, and he replied no.

Mr. Bolander did not believe Mr. Sheldon's property is within 185 feet of the property in this request.

Mrs. Julie Sheldon just learned about this request through some neighbors along Alabama Avenue.

Mr. Eastman asked for additional comments from the audience, and none were received. He then closed the public hearing for Case 030-14. Protest petitions were received from Mr. and Mrs. Sheldon and from Judy Lytle, 2103 Alabama Avenue.

**MR. DUNCAN MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 030-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).**

P & Z Case 030-14
Dr. Kimberly Wood
(P & Z Recommended Approval)

**COUNCIL BILL NO. 2014-268** **ORDINANCE NO.**

**AN ORDINANCE** amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 2615 East 20th Street in the City of Joplin, Jasper County, Missouri.

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 removing the following described property from District R-1 and including same in District C-1-PD:

All of a tract of land described as follows: Commencing at a point 210 feet East and 30 feet North of the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 12, thence North 1 degree 59 minutes East parallel to the West line of the Southeast Quarter of Section 12, 150 feet, thence East 92 feet, thence South 3 degrees 35 minutes East 58.22 feet, thence South 30 degrees 40 minutes West 37 feet, thence South 18 degrees 24 minutes West 63.20 feet to the North line of 20th Street, thence West and parallel to the South line of Southeast Quarter of Section 12, 62 feet to the point of beginning, being part of the Miscellaneous Tract No. 12, in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and Beginning at a point 209.04 feet East and 30 feet North of the Southwest Corner of the Southeast Quarter of Section 12, Township 27, Range 33, and from that point measuring North 1 degree, 59 minutes East a distance of 150 feet to the point of beginning, thence East 92 feet, thence North 1 degree 59 minutes East 27.34 feet, thence Southwesterly 96.88 feet to the point of beginning, being a part of Miscellaneous Tract No. 12, Section 12, Township 27, Range 33, 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: September 2, 2014**

**Item: COUNCIL BILL NO. 2014-269**
**Originating Department: PLANNING & COMMUNITY DEVELOPMENT**

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nicholas A. Heatherly — Date: 8/19/14
City Attorney: Peter C. Edwards — Date: 8/19/14
Interim City Manager: Samuel L. Anselm — Date: 8/25/14
Board or Commission: Planning and Zoning Commission — Date: 8/11/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 031-14: Approximately between 24th and 26th Streets, Maiden Lane and McCoy Avenue – A request to rezone property from Districts C-O PD (Non-Retail – Planned Development), C-1 (Neighborhood Commercial), and C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) for future retail-commercial development – Walmart Real Estate Business Trust.

STAFF SUMMARY:
The proposed rezoning is for future retail-commercial development. The applicant is proposing to develop a 42,000 square foot Walmart Neighborhood Market on the property. The primary reason for requesting a C-3 zoning district is to permit the development of a gas station as part of the development. The attached preliminary site plan shows a gas station fronting Maiden Lane. The main entrance for the development will be from Maiden Lane, with a rear entrance along McCoy Avenue. Access is not anticipated from 26th Street, unless cross-access through another property is provided. The overall development will be similar to the recently completed Walmart Neighborhood Market at 7th Street and St. Louis Avenue.

Walmart has selected the site based on the complementary land uses nearby, including residential and office. The properties are located near a major intersection where additional residential and office development is anticipated in the near future. In addition to the rebuilding areas, the southwest Joplin area continues to experience new residential development, especially south of 32nd Street. There are currently no full-service grocery stores south of 20th Street and west of Main Street in Joplin.

Staff recommends approval of Case 031-14.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Rick Rohlfing, appeared representing BFA Consultants-Engineers-Surveyors from Washington, Missouri. They are the site engineers for Walmart on this proposed project. They feel this is a great opportunity for a second neighborhood market store in the community.

This property is bounded by Maiden Lane, West 26th Street, and McCoy Avenue and will be an assemblage of several parcels of land currently containing many different commercial zones. Walmart is proposing the rezoning of all these properties to District C-3 to fit their proposed use,. Their traffic engineers are looking at the widening of Maiden Lane and the monument signage at Cunningham Pool. They plan to realign the two entrances. Walmart has agreed to assume the expenses for moving the entrance so the monument can stay at its current location.

The store will be almost identical to the store that recently opened on Seventh Street. The store on Seventh Street has a left entrance, with the proposed store on having a right entrance. The parking lot will contain the same lighting, with the landscaping exceeding the City codes.

The main entrance will be off Maiden Lane, with that entrance being realigned with the entrance to Cunningham Pool's parking lot area. There will also be an entrance at the northwest corner off McCoy Avenue. Both entrances will accommodate truck deliveries. The fueling facility will be near Maiden Lane, with those trucks entering off McCoy. The other trucks will enter the facility from Maiden Lane.

The developers are working with the City staff to provide adequate stormwater detention, as well as water quality. All utilities are available on the site, with no major utility improvements being necessary. Walmart has not purchased the land at this time and does not purchase land until they have secured all of their approvals for the property. Mr. Rohlfing discussed the time schedule and would like to solicit construction bids in December of this year.

Mr. Eastman if the existing ditch will be rerouted. Mr. Rohlfing replied that the ditch bisecting the northwest corner of the property will be rerouted. A 24-inch pipe coming from the street will be a separate storm sewer that will not be part of the on-site detention. That will be bypassed around the northwest to the west side of the property. They propose a fully enclosed conveyance system so the ditch will no longer be open once it enters underground back the 30-inch culvert that currently drains under McCoy Avenue.

Mr. Eastman asked about the northbound left-turn lane and if Maiden Lane is currently five lanes. Mr. Bolander stated it is only four lanes, but there are plans to widen Maiden Lane.

Mr. Rohlfing stated that Maiden Lane will contain five lanes when it is widened. Their traffic study shows that a traffic signal is not needed once Maiden Lane is widened.

Mr. Duncan asked about the zoning for the neighborhood market on Seventh Street. Mr. Bolander thought C-3-PD zoning was approved, but Mr. Rohlfing stated that no rezoning was actually required on that. He stated the zoning was C-2 with a small portion being zoned C-1.

Mr. Eastman stated that gas is not sold at Walmart's facility on Seventh Street and asked about gas sales on Maiden Lane. Mr. Rohlfing stated as part of Walmart's plan submittal for their

Seventh Street facility, the gas is approved, but Walmart decided not to build the gas station at this time. They own an open lot between the store and St. Louis Avenue and may use that for gas sales in the future. The location of the gas station on Maiden Lane is currently zoned C-1-PD.

Mr. Smith expressed concern about anything being allowed in District C-3 being developed if the Walmart store is not constructed. He asked about rezoning to a planned district. Walmart officials discussed the planned district with the City staff, who did not see a need for the planned district.

Mr. Bolander stated the planned district does not control the use, so all the uses allowed in District C-3 are permitted whether the property is zoned as a planned district or not. The advantage of the planned district is being more creative on their design if the commissioners feel there is a need to protect a certain area.

Mr. Eastman asked Mr. Rohlfing if the other due diligence has been done on the property. He stated the geotechnical, environmental, and traffic work is complete. Work on the architectural plans will begin within the next week. By the time Walmart has received full approval by the City Council, the architect will have been fully engaged.

Mr. Rohlfing asked how many City Council readings this request will take. Mr. Bolander there be two hearings before the City Council, with the second and third reading being read together at the same meeting. The public hearing will take place during the first meeting in September, with the request being placed on second and third reading during the second meeting in September.

Mr. Cortez asked if the residents west of McCoy Avenue received letters notifying them of this request, and Mr. Bolander replied that the Joplin Housing Authority received a letter. Staff has received calls from residents wanting a grocery store who were very supportive of this request.

PUBLIC COMMENT:
Ms. Christine Bushyhead appeared representing MKL, PC, which is the law firm representing Walmart. She discussed the criteria by which the Planning and Zoning Commission makes their decisions. These arguments include the character of the neighborhood, the consistency with the Comprehensive Plan, the adequacy of public utilities and other needed public services, the suitability of the uses of the property the area, the compatibility of the proposed district classification with the neighborhood, and whether the proposed amendment provides a disproportionately great loss to the individual land owners nearby relative to the public gain.

The adjacent neighborhood to the proposed zoning is primarily commercial with existing multi-family zoning, being the higher intensity residential zoning for the area. It is consistent with the Comprehensive Plan and the ordinances of the City. The necessary utilities are available.

The proposed development is an assemblages of properties which include an interior lot, and additional parcels with direct access, making it more conducive to the type of zoning Walmart is requesting, and the land use being requested. Inclusion of the additional parcels with direct access to the minor arterial and collector streets contributes to the economic viability of the site.

The C-3 uses proposed are also allowed in District C-2, which is really more focused and actually is entitled the central business district use. Walmart asks for the commercial district C-3 use which would allow the grocery, pharmacy, gas sales, and liquor sales there at that location.

The location of a Walmart neighborhood market on this interior parcel near the intersection of McCoy Avenue and 26th Street will provide economic activity beneficial to some of those already commercially zoned lots that aren't developed in the office and retail classifications and present opportunities for additional development in that area.

Ms. Bushyhead believes that Walmart complies with the City of Joplin zoning ordinances and meet the City's criteria to make this an inviting project with C-3 zoning at this location. They respectfully request approval of this application by the commissioners.

Mr. Cortez asked Mr. Bolander if beginning the construction of the neighborhood market during early 2015 will accelerate the City's plans to widen Maiden Lane in this specific area to assist with the construction of this new Walmart market store. Mr. Bolander did not believe so, since the Maiden Lane widening is on a set time schedule. The City will work closely to make sure no changes need to be made to Walmart's plans in the future, but they will be working closely with the City's traffic engineers to take the Maiden Lane widening project into account.

Z&P Meeting: August 11, 2014
City Council Meeting: September 2, 2014

# STAFF PLANNING REPORT
## Rezoning

**CASE 031-14:**

A request to rezone from Districts C-O PD (Non-Retail – Planned Development), C-1 (Neighborhood Commercial), and C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) for future retail-commercial development.

**APPLICANT:** Walmart Real Estate Business Trust

**LOCATION:** Approx. between 24th & 26th Streets, Maiden Lane and McCoy Avenue

**REQUESTED ZONING:** C-3 (Commercial)

**CORRIDOR:** N/A

---

**EXISTING CONDITIONS:**

| Zoning | Land Use | Property Size |
|---|---|---|
| C-O PD, C-1, C-1 PD | Vacant (former commercial), undeveloped | 5.813 acres |

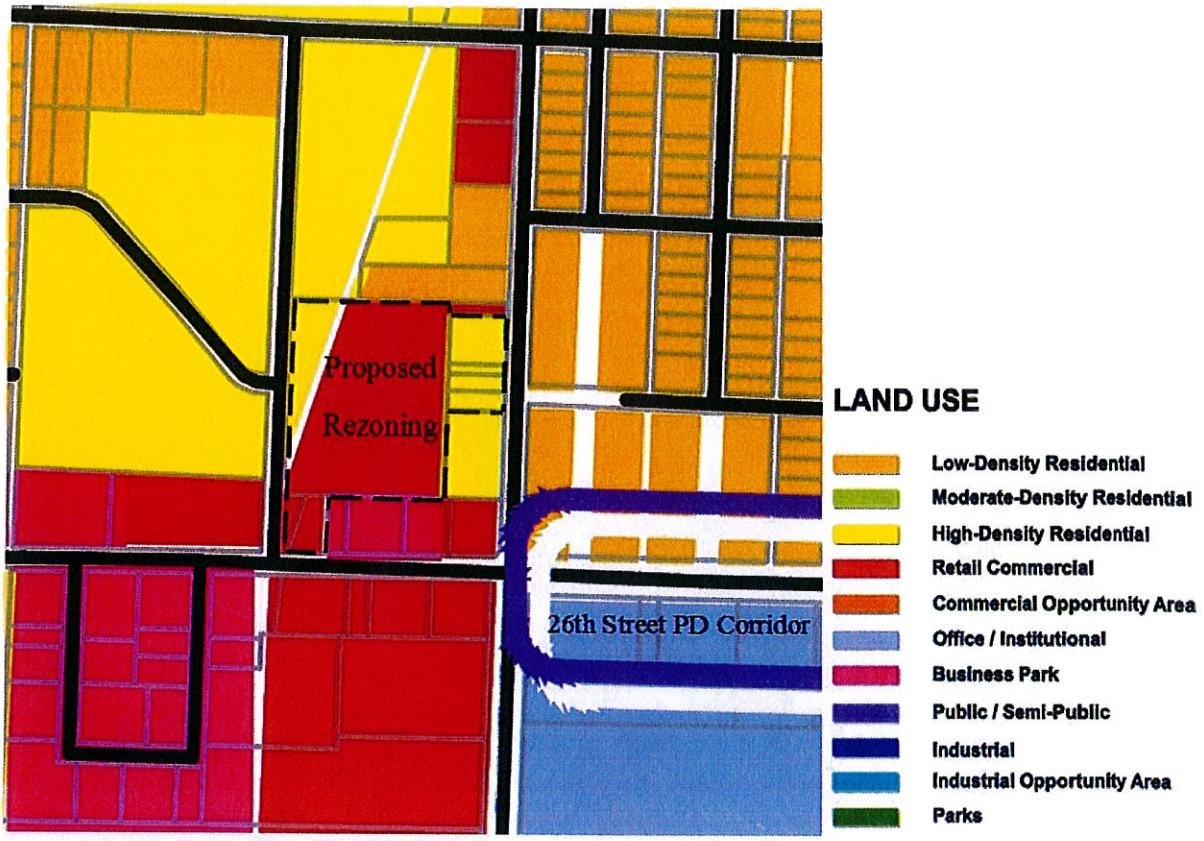
**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-1, C-1 | C-1 PD, C-2 PD, R-1 | C-O PD, C-1 | R-3 PD, C-1 PD |
| Land Use | Undeveloped | Commercial, Cunningham Park | Office, vacant (former commercial, office) | Multi-family residential, vacant (former commercial) |

**FUTURE LAND USE:**

This site is located near the intersection of 26th Street and Maiden Lane, which has a mixture of uses. The 2012 Future Land Use Map has a majority of the site designated as commercial, with a few parcels designated as high-density residential. The subject property is not within the 26th

Street Planned Development Overlay, which terminates on the east side of Maiden Lane/McClelland Boulevard.




**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| Maiden Lane | Minor Arterial | 75' |
| 26th Street | Collector | 70' |
| McCoy Avenue | Local | 50' |

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

No.

**UTILITIES:** The property has utility connections.

**FLOOD PLAIN:** Zone X – Area of minimal flooding.

**STAFF ANALYSIS:**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

Yes.

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

This property is suitable for commercial development.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The planned rezoning and development plans should not detrimentally affect nearby properties.

**DISCUSSION**

The proposed rezoning is for future retail-commercial development. The applicant is proposing to develop a 42,000 square foot Walmart Neighborhood Market on the property. The primary reason for requesting a C-3 zoning district is to permit the development of a gas station as part of the development. The attached preliminary site plan shows a gas station fronting Maiden Lane. The main entrance for the development will be from Maiden Lane, with a rear entrance along McCoy Avenue. Access is not anticipated from 26th Street, unless cross-access through another property is provided. The overall development will be similar to the recently completed Walmart Neighborhood Market at 7th Street and St. Louis Avenue.

Walmart has selected the site based on the complementary land uses nearby, including residential and office. The properties are located near a major intersection where additional residential and office development is anticipated in the near future. In addition to the rebuilding areas, the southwest Joplin area continues to experience new residential development, especially south of 32nd Street. There are currently no full-service grocery stores south of 20th Street and west of Main Street in Joplin.

**Staff recommends approval of Case 031-14.**

**ENCLOSURES:**

Preliminary site plan

Preliminary landscape plan

RECEIVED 7-3-14

# 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.: 031-14
Filing Fee: $350.00
Date Advertised: 07-27-14
Date Notices Sent: 07-28-14
P&Z Date: 08-11-14
City Council Date: 09-02-14

---

APPLICANT: Walmart Real Estate Business Trust — PHONE: 816-994-3509
ADDRESS: 2001 SE 10th Street, SWDC, Bentonville, AR — ZIP: 72716
EMAIL: christinebushyhead@mkllaw.com
OWNER: Ox, LLC — PHONE: ——
ADDRESS: 1501-A W. 10th Street, Joplin, MO — ZIP: 64801
EMAIL: ——
OWNER: Gary M. Garvin and Robert D. Garvin — PHONE: ——
ADDRESS: 1515 Main Street, Joplin, MO — ZIP: 64804
EMAIL: ——
LOCATION OF PROPERTY: Near the NE corner of the intersection of McCoy and 26th Street
LEGAL DESCRIPTION: See Attached

Present Zoning C-1, C1-PD, CO-PD  Requested Zoning: C-3  Acreage: 5.813
Present Use of Property: Vacant, Parking Lot
Proposed Use of Property: Walmart Neighborhood Market

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | Vacant | R-1, C-1 |
| South | Vacant, Vet Clinic, Retail | CO-PD, 26th Street, C2-PD |
| East | Vacant, Vet Clinic, Maiden ROW | C2-PD |
| West | Vacant, Multifamily, Commercial, McCoy ROW | R3-PD, C1-PD |

CHARACTER OF THE NEIGHBORHOOD: Mixed use commercial and multifamily

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No, commercially zoned property adjacent to site
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: The interior parcel is set back in the second tier from the intersection of McCoy and 26th Street with the only access onto a local street, McCoy.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned (INCLUSIVE OF BOTH OWNERSHIPS).
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: N/A
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: McCoy, 26th Street and Maiden
2. Classification of Street(s):
   Minor Arterial Maiden Collector 26th Street Local McCoy
3. Right-of-Way Width: 75 feet; 70 feet; 50 feet; respectively.
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? Lot consolidation will be required.
2. Properly Sized Street Right-of-Way? N/A
3. Drainage Easements? Yes
4. Utility Easements:
   Electricity? Yes
   Gas? Yes
   Sewers? Yes
   Water? Yes
5. Additional Comments: Not at this time

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
Property receives storm water from adjacent properties which will be addressed.

SIGNATURE: Christine T. Bushyhead DATE: 7/2/14

BY: Christine T. Bushyhead

TITLE: MKL, PC

WMREBT
Rezoning Application Requirement

*A Statement describing the reasoning for the rezoning, the impact of the proposed change, including 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*

The Applicant is requesting the rezoning of 5.813 acres of land comprised of multiple parcels with a variety of zoning districts of C-1, C1-PD and CO-PD to C-3 Commercial District. The C-3, Commercial District zoning, will permit the following uses related to the operation of the proposed Walmart Neighborhood Market: food/grocery retail sales, neighborhood retail sales, drive in – drive thru facilities, gas and fuel sales, and packaged liquor sales. The proposed change in zoning is consistent with the area's mixed uses in the zoning districts of CO-PD, C2-PD, C-1, R3-PD, and a small corner of R-1 (with no development) surrounding the subject property. The transportation network present to serve this C-3 use is a local street, McCoy, a minor arterial, Maiden, and collector street, 26th Street. The adjacent uses of multifamily and office have complementary commercial activity with a grocery store, which is the primary land use in the proposed development. The Walmart Neighborhood Market is designed to locate in just these types of mixed use environments.

According to the Joplin Zoning Regulations, the purpose and intent of C-3, commercial district, is to permit and regulate those business and commercial uses which are appropriately located on or near major traffic arteries.

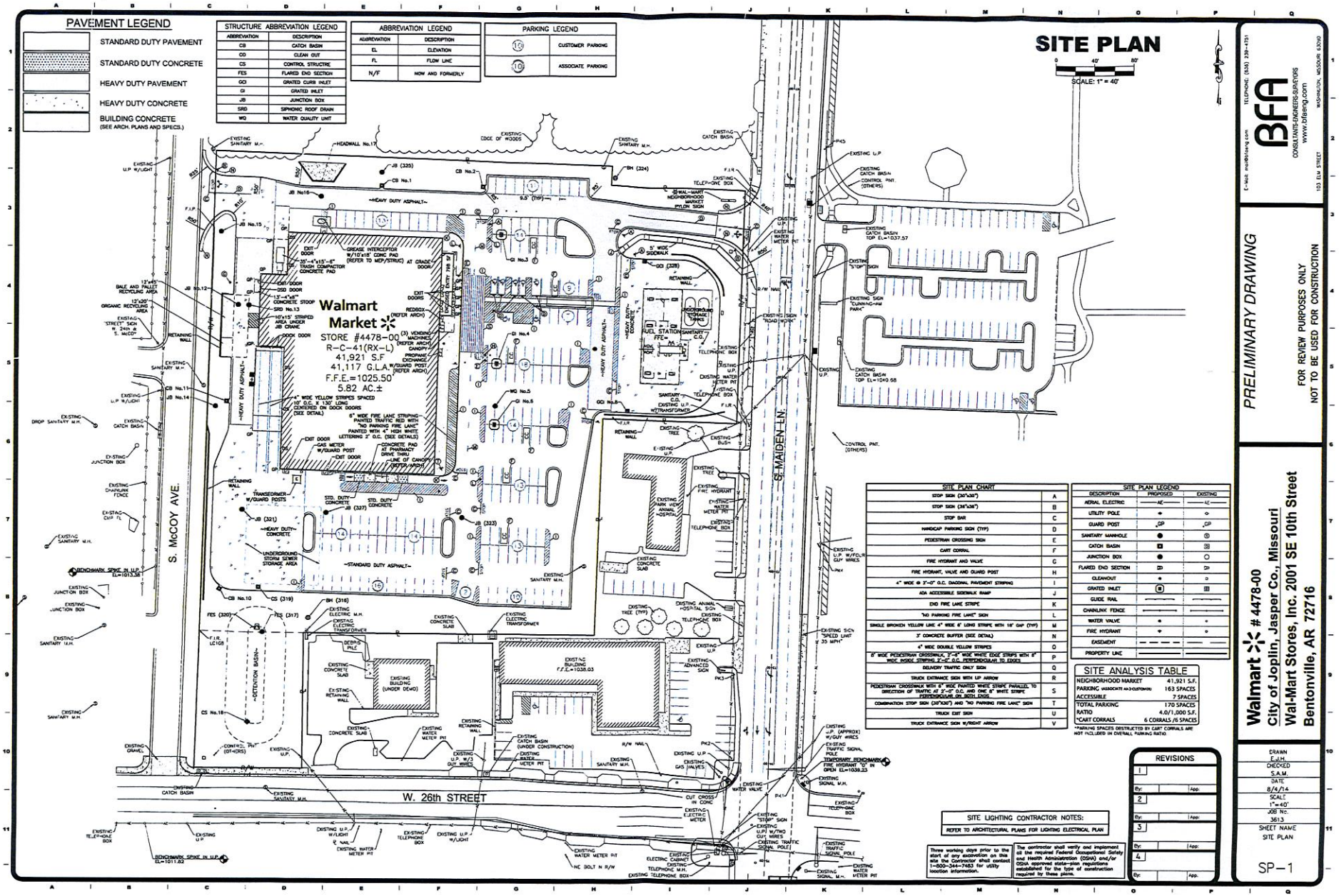
According to the Joplin Zoning Regulations, in order to recommend, approve or disapprove a proposed zoning district amendment, the Planning Commission shall make findings to determine whether the application is found to be compatible using the following criteria. Please note the Applicant's comments related thereto:

A. *Character of the neighborhood.*
   The adjacent neighborhood to the proposed rezoning is primarily commercial with existing multifamily zoning which is the higher intensity residential land use as well, similar to commercial.
B. *Consistency with the Comprehensive Plan and ordinances of the City of Joplin*
   The proposed development is consistent with the City's comprehensive plan for commercial development and the ordinances of the City.
C. *Adequacy of public utilities and other needed public services.*
   The necessary utilities are available and adequate for the proposed development.
D. *Suitability of the uses to which the property has been restricted under its existing zoning.*
   The proposed development is an assemblage of properties which include an interior lot, and additional parcels with direct access to the minor arterial and collector streets adjacent to the land area of the Application. Without the assemblage of properties which will provide this access, the larger parcel currently zoned CO-PD will continue to be difficult to development since this parcel's only access is a local category road with only 50 foot of right of way. It is the inclusion of the additional parcels immediately adjacent to the minor arterial and collector streets, that contributes toward the economic viability

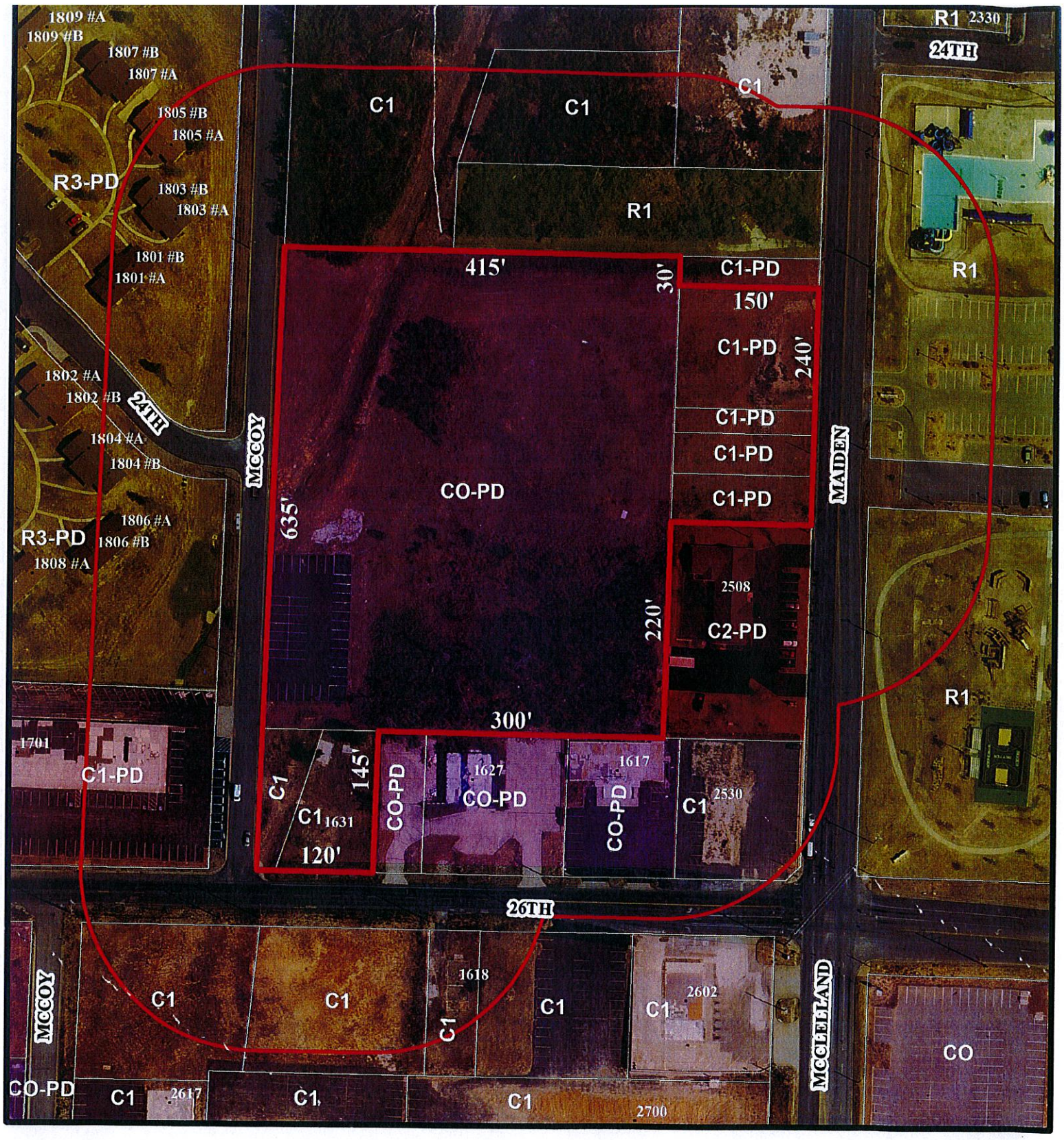
of the site; however, the additional costs related to acquiring additional parcels to make development happen here, requires a denser land use than non-retail office, institutional or high rise multifamily development which are the uses CO-PD contemplates. The market demand to date has not produced a CO-PD development.

E. *Compatibility of the proposed district classification with nearby properties.*
The C-3 uses proposed are also allowed in C-2, Central Business District. The C-2 zoning classification under the current Joplin zoning regulations applies to the Central Business District only. So although on its face the C-3 zoning classification may appear more intense than adjacent properties, nearly all the proposed uses in this application are allowed in C-1 and C-2, except that gas and fuel sales are not permitted by right in C-1 zones.

F. *Whether the proposed amendment provides a disproportionately great loss to the individual land owners nearby relative to the public gain.*
The location of a Walmart Neighborhood Market on this interior parcel near the intersection of McCoy and 26th Street, will provide economic activity beneficial to the City in real property and sales tax revenues, and beneficial to the immediately adjacent commercially zoned property as new commercial users begin to look for opportunities to develop on the other commercially zoned properties as the economic activities increase with the services provided by the Walmart Neighborhood Market.


SITE PLAN
SCALE: 1" = 40'
PAVEMENT LEGEND
STANDARD DUTY PAVEMENT
STANDARD DUTY CONCRETE
HEAVY DUTY PAVEMENT
HEAVY DUTY CONCRETE
BUILDING CONCRETE
(SEE ARCH. PLANS AND SPECS.)
STRUCTURE ABBREVIATION LEGEND
ABBREVIATION LEGEND
PARKING LEGEND
Walmart Market
STORE #4478-00
R-C-41(RX-L)
41,921 S.F
41,117 G.L.A
F.F.E.=1025.50'
5.82 AC.±
S. McCOY AVE.
S. MAIDEN LN.
W. 26th STREET
SITE PLAN CHART
SITE PLAN LEGEND
SITE ANALYSIS TABLE
NEIGHBORHOOD MARKET 41,921 S.F.
PARKING (ASSOCIATE AND CUSTOMER) 163 SPACES
ACCESSIBLE 7 SPACES
TOTAL PARKING 170 SPACES
RATIO 4.0/1,000 S.F.
*CART CORRALS 6 CORRALS /6 SPACES
*PARKING SPACES OBSTRUCTED BY CART CORRALS ARE NOT INCLUDED IN OVERALL PARKING RATIO
SITE LIGHTING CONTRACTOR NOTES:
REFER TO ARCHITECTURAL PLANS FOR LIGHTING ELECTRICAL PLAN
Three working days prior to the start of any excavation on this site the Contractor shall contact 1-800-344-7483 for utility location information.
The contractor shall verify and implement all the required Federal Occupational Safety and Health Administration (OSHA) and/or OSHA approved state-plan regulations established for the type of construction required by these plans.
REVISIONS
PRELIMINARY DRAWING
FOR REVIEW PURPOSES ONLY
NOT TO BE USED FOR CONSTRUCTION
BFA
CONSULTANTS-ENGINEERS-SURVEYORS
WWW.bfaeng.com
103 ELM STREET
WASHINGTON, MISSOURI 63090
TELEPHONE (636) 239-4757
E-Mail: mail@bfaeng.com
Walmart # 4478-00
City of Joplin, Jasper Co., Missouri
Wal-Mart Stores, Inc. 2001 SE 10th Street
Bentonville, AR 72716
DRAWN E.M.M.
CHECKED S.A.M.
DATE 8/6/14
SCALE 1"=40'
JOB No. 3613
SHEET NAME SITE PLAN
SP-1

LANDSCAPE REQUIREMENTS:
•PARKING LOTS:
ONE (1) TREE PER TWENTY (20) PARKING SPACES.
195 PARKING SPACES; THEREFORE NINE (9) TREES ARE REQUIRED & TEN (10) TREES PROVIDED. • NO TREE FURTHER THAN 100' FROM ANY PARKING SPACE
•PERIMETER STREET TREES:
PERIMETER LANDSCAPING SHALL CONSIST OF ONE (1) STREET TREE PER FIFTY (50) LIN. FT. OF STREET FRONTAGE.
TOTAL STREET FRONTAGE = 1001 LIN. FT. THEREFORE TWENTY (20) STREET TREES TOTAL ARE REQUIRED & TWENTY ONE (21) STREET TREES ARE PROVIDED
S. MAIDEN LN. 442.22' LESS 4 GATES = 3 TREES
1127' LF ALONG W. 26TH ST. = 23 TREES
656.42 LF ALONG S. MCCOY AVE. = 13 TREES
•BUFFER PLANTING:
A 20' NATURAL LANDSCAPE BUFFER SHALL BE REQUIRED (PER ORDINANCE) W/ A MINIMUM OF SIX (6) EVERGREEN TREES PER ONE HUNDRED LIN. FT. OF PROPERTY LINE
• NORTH PROPERTY LINE (BETWEEN C-3 and R1)
TOTAL PROPERTY LINE = 2002.05 LIN. FT.; THEREFORE TWELVE (12) EVERGREEN TREES ARE REQUIRED & TWELVE (12) EVERGREEN TREES ARE PROVIDED
TYPICAL 50' SITE TRIANGLE
S. MAIDEN LN.
S. MCCOY AVE.
W. 26th STREET
Walmart
Market
STORE #4478-00
R-C-41(RX-L)
41,921 S.F.
41,117 G.L.A.
F.F.E.=1025.50'
5.82 AC.±
ZONED C1
ZONED R1
ZONED C-3
ZONED C-O
ALL PARKING LOT LIGHTS TO BE MOUNTED ON 25' CONCRETE LIGHT POLES
EXISTING 3 GAZEBOS TO BE REMOVED
EXISTING 3 GAZEBOS TO BE REMOVED
EXISTING 3 GAZEBOS TO BE REMOVED




0 125 250 500 750 1,000 Feet

**Case 031-14: A request to rezone from Districts C-O PD (Non-Retail Commercial - Planned Development), C-1 (Neighborhood Commercial) and C-1 PD (Neighborhood Commercial - Planned Development) to District C-3 (Commercial) for property located generally between 24th and 26th Streets, Maiden Lane and McCoy Avenue for future retail-commercial development. - Walmart Real Estate Business Trust**

N

Case 031-14: Approximately between 24th and 26th Streets, Maiden Lane and McCoy Avenue – A request to rezone property from Districts C-O PD (Non-Retail – Planned Development), C-1 (Neighborhood Commercial), and C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) for future retail-commercial development – Walmart Real Estate Business Trust.

Mr. Eastman opened the public hearing for Case 031-14.

Mr. Rick Rohlfing, appeared representing BFA Consultants-Engineers-Surveyors from Washington, Missouri. They are the site engineers for Walmart on this proposed project. They feel this is a great opportunity for a second neighborhood market store in the community.

Mr. Rohlfing stated that this property is bounded by Maiden Lane, West 26th Street, and McCoy Avenue and will be an assemblage of several parcels of land currently containing many different commercial zones. Walmart is proposing the rezoning of all these properties to District C-3 to fit their proposed use, primarily for the fueling facilities. Their traffic engineers are looking at an issue with the widening of Maiden Lane and the monument signage at Cunningham Pool. They plan to realign the two entrances. Walmart has agreed to assume the expenses for moving the entrance so the monument can stay at its current location.

The store itself will be almost identical to the store that recently opened on Seventh Street. The store on Seventh Street has a left entrance, with the proposed store on Maiden Lane having a right entrance. The parking lot will contain the same lighting, with the proposed landscaping exceeding the City codes.

Mr. Rohlfing discussed the entrances and stated the main entrance to the site will be off Maiden Lane, with that entrance being realigned with the entrance to Cunningham Pool's parking lot area. There will also be an entrance at the northwest corner off McCoy Avenue. Both entrances will accommodate truck deliveries. The fueling facility will be near Maiden Lane, with those trucks entering off McCoy. The other trucks will enter the facility from Maiden Lane.

The developers are working with the City staff to provide adequate stormwater detention, as well as water quality. All utilities are available on the site, with no major utility improvements being necessary. Walmart has not purchased the land at this time and does not purchase land until they have secured all of their approvals for the property.

Mr. Rohlfing discussed the time schedule and would like to solicit construction bids in December of this year.

Mr. Eastman if the existing ditch will be rerouted. Mr. Rohlfing replied that the ditch bisecting the northwest corner of the property will be rerouted. A 24-inch pipe coming from the street will be a separate storm sewer that will not be part of the on-site detention. That will be bypassed around the northwest to the west side of the property. They propose a fully enclosed conveyance system so the ditch will no longer be open once it enters underground back the 30-inch culvert that currently drains under McCoy Avenue.

Mr. Eastman asked about the northbound left-turn lane and if Maiden Lane is currently five lanes. Mr. Bolander stated it is only four lanes, but there are plans to widen Maiden Lane at that location.

Mr. Rohlfing stated that Maiden Lane will contain five lanes when it is widened. Their traffic study shows that a traffic signal is not needed once Maiden Lane is widened. He also discussed roadway improvements on West 26th Street.

Mr. Duncan asked about the zoning for the neighborhood market on Seventh Street. Mr. Bolander thought C-3-PD zoning was approved, but Mr. Rohlfing stated that no rezoning was actually required on that. He stated the zoning was C-2 with a small portion being zoned C-1.

Mr. Eastman stated that gas is not sold at Walmart's facility on Seventh Street and asked about gas sales on Maiden Lane. Mr. Rohlfing stated as part of Walmart's plan submittal for their Seventh Street facility, the gas is approved, but Walmart decided not to build the gas station at this time. They own an open lot between the store and St. Louis Avenue and may use that for gas sales in the future. The location of the gas station on Maiden Lane is currently zoned C-1-PD.

Mr. Smith expressed concern about anything being allowed in District C-3 being developed if the proposed Walmart neighborhood store is not constructed. He asked about rezoning to a planned district. Walmart officials discussed the planned district with the City staff, who did not see a need for the planned district.

Mr. Bolander stated the planned district does not control the use, so all the uses allowed in District C-3 are permitted whether the property is zoned as a planned district or not. The advantage of the planned district is being more creative on their design if the commissioners feel there is a need to protect a certain area.

Mr. Eastman asked Mr. Rohlfing if the other due diligence has been done on the property. He stated the geotechnical, environmental, and traffic work is complete. Work on the architectural plans will begin within the next week. By the time Walmart has received full approval by the City Council, the architect will have been fully engaged. They typically wouldn't close on a piece of property until they have all the approvals and they are ready to build.

Mr. Rohlfing asked how many City Council readings this request will take. Mr. Bolander there be two hearings before the City Council, with the second and third reading being read together at the same meeting. The public hearing will take place during the first meeting in September, with the request being placed on second and third reading during the second meeting in September.

Mr. Cortez asked if the residents west of McCoy Avenue received letters notifying them of this request, and Mr. Bolander replied that the Joplin Housing Authority received a letter. Staff has received calls from residents wanting a grocery store who were very supportive of this request.

Mr. Eastman asked for comments from the audience.

Ms. Christine Bushyhead appeared representing MKL, PC, which is the law firm representing Walmart. Her address is 2600 Grand, Kansas City, Missouri 64108. She made their arguments regarding the criteria by which the Planning and Zoning Commission makes their decisions. These arguments include the character of the neighborhood, the consistency with the

Comprehensive Plan, the adequacy of public utilities and other needed public services, the suitability of the uses of the property the area, the compatibility of the proposed district classification with the neighborhood, and whether the proposed amendment provides a disproportionately great loss to the individual land owners nearby relative to the public gain.

Ms. Bushyhead stated that the adjacent neighborhood to the proposed zoning is primarily commercial with existing multi-family zoning, being the higher intensity residential zoning for the area. It is consistent with the Comprehensive Plan and the ordinances of the City. The necessary utilities are available.

The proposed development is an assemblages of properties which include an interior lot, and additional parcels with direct access, making it more conducive to the type of zoning Walmart is requesting, and the land use being requested. Inclusion of the additional parcels with direct access to the minor arterial and collector streets contributes to the economic viability of the site.

The C-3 uses proposed are also allowed in District C-2, which is really more focused and actually is entitled the central business district use. Walmart asks for the commercial district C-3 use which would allow the grocery, pharmacy, gas sales, and liquor sales there at that location.

The location of a Walmart neighborhood market on this interior parcel near the intersection of McCoy Avenue and 26th Street will provide economic activity beneficial to some of those already commercially zoned lots that aren't developed in the office and retail classifications and present opportunities for additional development in that area.

Ms. Bushyhead believes that Walmart complies with the City of Joplin zoning ordinances and meet the City's criteria to make this an inviting project with C-3 zoning at this location. They respectfully request approval of this application by the commissioners.

Mr. Cortez asked Mr. Bolander if beginning the construction of the neighborhood market during early 2015 will accelerate the City's plans to widen Maiden Lane in this specific area to assist with the construction of this new Walmart market store. Mr. Bolander did not believe so, since the Maiden Lane widening is on a set time schedule. The City will work closely to make sure no changes need to be made to Walmart's plans in the future, but they will be working closely with the City's traffic engineers to take the Maiden Lane widening project into account.

Mr. Eastman asked for additional comments from the audience, and none were received. He then closed the public hearing for Case 031-14.

**MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 031-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).**

P & Z Case 031-14
Walmart Real Estate Business Trust
(P & Z Recommended Approval)

**COUNCIL BILL NO. 2014-269** **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 Districts C-0-PD, C-1, and C-1-PD, and including in District C-3 property as described below and located approximately between 24th and 26th Streets, Maiden Lane and McCoy Avenue in the City of Joplin, Jasper County, Missouri.

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 removing the following described property from District R-1 and including same in District C-1-PD:

A tract of land being all of Lots 80 thru 83 and 109 of Ludwigs First Addition to the City of Joplin recorded on October 13, 1947 in Book 7, Pages 1 and 1A of the Jasper County Recorder of Deeds Office and being part of Miscellaneous Tract 14 in Section 16, all being part of the Northeast Quarter of Section 16, Township 27 North, Range 33 West of the 5th P.M., City of Joplin, Jasper County, Missouri to wit: Commencing at the East Quarter Corner of said Section 16, thence along the south line of the Northeast Quarter of said Section 16 North 89 degrees 20 minutes 42 seconds West 588.35 feet to a point; thence leaving said south quarter section line North 02 degrees 03 minutes 23 seconds East 23.51 feet to the north right of way line of 26th Street at the point of beginning; thence North 02 degrees 03 minutes 23 seconds East 645.29 feet to a set iron rod; thence South 88 degrees 20 minutes 21 seconds East 408.00 feet to the west line of a Drainage Easement per said addition; thence along said west easement line South 02 degrees, 01 minutes 30 seconds West 20.60 feet to a set iron rod at the Northwest Corner of said Lot 80; thence leaving said easement line along the north line of said Lot 80 and the south line of said easement South 88 degrees 01 minutes 30 seconds East 150.00 feet to the Northeast Corner of said Lot 80, also being on the west right of way line of Maiden Lane; thence leaving said line along the east line of said Lots 80 thru 83 and said west right of way line South 02 degrees 01 minutes 30 seconds West 242.00 feet to a set iron rod at the Southeast Corner of said Lot 83, also being the Northeast Corner of Lot 84 of said addition; thence leaving said line along the south line of said Lot 83 and the north line of said Lot 84 North 88 degrees 01 minutes 30 seconds West 150.00 feet to a set iron rod at the Southwest Corner of said Lot 83, also being the Northwest Corner of said Lot 84; thence leaving said line along the west line of Lots 84 thru 86 of said addition South 02 degrees 00 minutes 37 seconds West 223.93 feet to a set iron rod at the Northeast Corner

of Lot 114 of said addition, also being the Northwest Corner of said Lot 86; thence leaving said line along the north line of Lots 114 thru 110 of said addition North 89 degrees 35 minutes 08 seconds West 300.07 feet to a set iron rod at the Northwest Corner of said Lot 110, also being the Northeast Corner of said Lot 109; thence leaving said line along the west line of said Lot 110 and the east line of said Lot 109 South 00 degrees 33 minutes 36 seconds West 150.00 feet to a found iron rod at the Southeast Corner of said Lot 109, also being the Southwest Corner of said Lot 110, also being on the north right of way line of said 26th Street; thence leaving said line along said north right of way line and the south line of said Lot 109 North 89 degrees 29 minutes 24 seconds West 112.33 feet to the point of beginning, containing 5.813 acres. Subject to any and all easements, restrictions, conditions, etc. of record.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES August 18, 2014

**CALL TO ORDER**

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael L. Seibert.

**ROLL CALL** – All were present

**INVOCATION** - read by City Clerk Barbara Hogelin

**FLAG SALUTE** – led by Mrs. Lewis

**PRESENTATIONS**

**FINALIZATION OF CONSENT AGENDA** - There being no further business to come before the Council, the Consent Agenda was finalized.

**REPORTS AND COMMUNICATIONS**

**CITIZEN REQUESTS AND PETITIONS**

**PUBLIC HEARINGS**

**CONSENT AGENDA** - Motion by Mr. Glaze, Second by Mr. Shaw, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Minutes of the August 4, 2014 Council Meeting

Minutes of the August 11, 2014 Special Council Meeting

COUNCIL BILL NO. 2014-020 - AN ORDINANCE authorizing the City of Joplin, Missouri to enter into a Lease Agreement with the Joplin Little League North (Landreth Park fields: North Field; North Complex; and the T-Ball Park); authorizing the City of Joplin, Missouri, to enter into a Lease Agreement with the Joplin Little League South (Wildcat Park fields – minor & major), for the lease of the ball fields; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. Ordinance No. 2014-121

COUNCIL BILL NO. 2014-156 - AN ORDINANCE authorizing and directing the City Manager to execute a contact with The Empire District Electric Company for the purchase of electric energy by the City of Joplin for a period of five (5) years, and for the payment by the City of Joplin to the Company of annual Facilities Usage (Investment) Charges and other Charges as provided in the contract, a copy of which is attached hereto and made a part hereof. Ordinance No. 2014-122

COUNCIL BILL NO. 2014-263-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-1-PD and including in District R-1 property as described below and located at 4206 Swede Lane in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-123

COUNCIL BILL NO. 2014-264 - 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-1and including in District R-1-HP property as described below and located at 3534 Oak Ridge Drive in the City of Joplin, Newton County, Missouri. Ordinance No. 2014-124

COUNCIL BILL NO. 2014-265-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-1-PD and including in District R-1 property as described below and located at 1411 Logan Drive in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-125

COUNCIL BILL NO. 2014-266 -AN ORDINANCE to Request to Review the Final Plat for CARLISLE ADDITION located at 2301 South Jackson Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-126

COUNCIL BILL NO. 2014-267 - AN ORDINANCE to Request to Review the Final Plat LOGAN'S RUN EAST located at 1411 Logan Drive in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-127

**RESOLUTIONS**

Mr. Woolston introduced Resolution No. 2014 -015. - Motion by Mr. Woolston, Second by Mr. Shaw, to Approve Resolution No. 2014-015. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

The Resolution was read as being RESOLUTION NO. 2014-015

A RESOLUTION authorizing language changes to the Action Plan and Partial Action Plan for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program – Round 1 and Round 2 with the U.S Department of Housing and Urban Development as required. Motion by Mr. Woolston, Second by Mr. Shaw, to Approve Resolution No. 2014-015. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

Mr. Woolston introduced Resolution No. 2014 - 016. Motion by Mr. Woolston, Second by Mr. Shaw, to Approve Resolution No. 2014-016. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

RESOLUTION NO. 2014-016 - A RESOLUTION authorizing the filing of a Second Amendment to Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

**ORDINANCES-EMERGENCIES**

Mr. Shaw introduced Council Bill No. 2014-021. Motion by Mr. Shaw, Second by Mr. Stanley, to Adopt Council Bill No. 2014-021. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-128

AN ORDINANCE approving an Agreement for Construction of Improvements for Joe Becker Stadium and Nearby Areas, by and between the City of Joplin, Missouri, a Municipal corporation, and Charter Sports, LLC, dealing generally with parking improvements around Joe Becker Stadium; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-161. Motion by Mr. Shaw, Second by Mr. Glaze, to Adopt Council Bill No. 2014-161. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-129

AN ORDINANCE approving the City of Joplin to enter into an Amended Agreement with Transystems Corporation to provide professional design services for the 20th Street Overpass Project, not to exceed Two Hundred Ninety Nine Thousand Nine Hundred Thirty and 93 /100 Dollars ($299,930.93) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-162. Motion by Mr. Stanley, Second by Ms. Colbert-Kean, to Adopt Council Bill No. 2014-162. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-130

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1123 Broadway. in the City of Joplin, Missouri, for the amount of Two Thousand Four Hundred Fifty Seven and 00/100 Dollar ($2,457.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-163. Motion by Mr. Shaw, Second by Mr. Woolston, to Adopt Council Bill No. 2014-163. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-131

AN ORDINANCE approving a contract with Polston Construction in the amount of One Million Two Hundred Forty Three Thousand Thirty Six and 18/100 Dollars ($1,243,036.18) for construction of B St. & Porter, C St. & Porter, and B St. & Harlem Stormwater Improvements in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-409. Motion by Mr. Stanley, Second by Mr. Shaw, to Adopt Council Bill No. 2014-409. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-132

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with CarrBaierCrandal Development Group for Project Development Manager Services to advance planning and coordination of the Economic Development Administration funded library complex at 20th & Connecticut, authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City; and containing an emergency clause.

**ORDINANCES – FIRST READING**

Mr. Scearce introduced Council Bill No. 2014-020. Motion by Mr. Scearce, Second by Mrs. Lewis, that Council Bill No. 2014-020 be Passed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-020

AN ORDINANCE authorizing the City of Joplin, Missouri to enter into a Lease Agreement with the Joplin Little League North (Landreth Park fields: North Field; North Complex; and the T-Ball Park); authorizing the City of Joplin, Missouri, to enter into a Lease Agreement with the Joplin Little League South (Wildcat Park fields – minor & major), for the lease of the ball fields; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

**ORDINANCES – SECOND READING AND THIRD READING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**Announcements from the PIO OFFICER**

Joplin Health Department is offering immunizations for Joplin school students at the health department.

Public input is being sought regarding the potential for a new annual, signature festival for the Joplin region. Some areas of consideration include: themes or historical references for an event; the activities that could be included in such an event; as well as the logistics of a large community activity including time of year and location. A meeting for the public to discuss these areas will be held at 5:30 p.m. on Thursday, August 28, in the Basement Conference Room of Joplin City Hall, 602 South Main. This planning meeting is being facilitated by the City and in partnership with the Joplin Area Chamber of Commerce and the Joplin Convention & Visitors Bureau (JCVB). What role, if any, these organizations would support is undetermined at this time.

"The meeting is to collect input from individuals, civic organizations as well as business interest regarding their perspective on a community festival," said Patrick Tuttle, director of the Joplin CVB. "This preliminary planning meeting does not guarantee that any event idea or concept are being considered or that a festival will ultimately occur. This meeting is to gauge the level of interest from the community in regards to holding such an annual every event."

Community leaders have developed a general citizens' survey to gauge the public's ideas and opinions about several areas concerning Joplin and the future of our city. The survey can be completed electronically or citizens may complete a hard copy of the survey at the Joplin Public Library. The survey is open to all citizens, regardless of residency. The survey is a product of a work session held earlier this summer when the governing boards and executive leadership of the City of Joplin, Joplin Schools, Joplin Area Chamber of Commerce and Missouri Southern State University met to begin developing a vision for the future of Joplin. The daylong meeting held much discussion regarding rebuilding, development, ongoing projects, long-range goals and the overall future of Joplin. A hard copy is available at the public library.

**Mayor announced a milestone for Rebuild Joplin**: This Friday, August 22, at 11:00am at 2401 S. Murphy Ave., Rebuild Joplin will be celebrating their 150th completed project! This is a huge accomplishment for us as a community. As supporters of RJ and the work they do, I hope that you'll be able to attend to celebrate our shared accomplishments! As an added treat, there will be a local food truck (Tac-o the Town) at the event, offering lunch options for purchase.

Patrick Tuttle – CVB Director – announced five buses from Lancaster, Pennsylvania, stayed in Joplin motels for the Marion Days. They commented that Joplin was great to help with this celebration of the Marion Day event that drew 70,000 to Carthage. The Vietnamese came to Carthage in 1955. Carthage started celebrating Marion Days in 1978.

Mr. Glaze asked that with the over laying of the streets could the man hole covers be raised? Mr. Heatherly said he would check into it.

Mr. Glaze made a motion, Second by Mr. Stanley that he would like to have the Finance Oversight Committee attend the Budget Work Sessions so they can see and listen to the same information that we are given. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Seibert, Stanley and Woolston. 6. Nays: 2, Rosenberg, Shaw. Absent: 1, Scearce. Mr. Glaze asked they be given the same information to prepare for the budget work sessions the council will be given.

Vote to go into closed session, which shall pertain to the firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (3) RSMo, as amended, 2013; and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013. 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. Glaze, Second by Mrs. Lewis to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Scearce.

There being no further business the meeting adjourned at 6:48 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

August 25, 2014

**CALL TO ORDER**

The Special Meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael L. Seibert.
Invocation was read by city Clerk Barbara Hogelin
Pledge was given by Mr. Woolston

**READING OF THE SPECIAL CALL**

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 6:00 pm on Monday, August 25, 2014, in the 5th Floor Council Chambers, 602 S. Main Street, for the purpose of holding a public hearing on the FY 2014-15 proposed budget and a public hearing for the property tax rate; Issuance of Sewer Revenue Bonds; and Bid awards for Shoal Creek Phase II Construction and Sewer Rehabilitation for Lone Elm.

**ROLL CALL:** Motion by Mr. Scearce, Second by Mr. Woolston by to excuse Ms. Melodee Colbert–Kean. Voting in favor were Council Members: Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 8. Nays: 0.

**Public Hearing**

Public Hearing Procedures
It is requested that persons wishing to testify before the City Council follow these rules:
Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council. Approach the podium and state your name and address clearly for the record. Please adjust the microphone so you are speaking directly into it. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit. Please, do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information. Thank you for your consideration and understanding.

Public hearing for the FY14-15 proposed budget. Leslie Haase, Finance Director for the City of Joplin presented the proposed budget stating it has been a difficult budget to work with. There are no pay raises set in this year's budget. She further stated that next year's budget will also be a difficult budget to maintain and that everyone will have to stay within their budgets.

Mayor Seibert opened the Public Hearing.

Eric Latimer, from the Firefighter's Union appeared on behalf of the Union stating he felt the employees should receive a raise. He said they had not received a raise. He was informed city employees had received pay increases the past two years.

No one appeared in opposition to this public hearing.

No one appeared in opposition to this public hearing.

The Mayor closed the public hearing.

Public hearing on the 2015 property tax rate. Leslie Haase, Finance Director for the City of Joplin presented the Public Hearing on the 2015 property tax rate stating the tax is up about $.75 based on a $100,000 home valuation.

No one appeared in favor of this Public Hearing.

Mr. Don Hight, 2414 W. 4th appeared in opposition of this Public Hearing.

Mayor Seibert closed the Public Hearing.

Mr. Woolston introduced Council Bill No. 2014-514. Motion by Mr. Woolston, Second by Mr. Stanley to Adopt Council Bill No. 2014-514. Voting in favor were Council Members: Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Colbert-Kean.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-133

AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2014 in the amount of Seventeen and Twenty-Eight Hundredths Cents ($0.1728) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2014 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-515. Motion by Mr. Glaze, Second by Mr. Woolston to Adopt Council Bill No. 2014-515. Voting in favor were Council Members: Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Colbert-Kean.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-134

AN ORDINANCE Authorizing the issuance of not to exceed $3,282,000 principal amount of sewerage system revenue bonds (State of Missouri – Direct Loan Program) Series 2014 of the City of Joplin, Missouri, for the purpose of extending and improving the City's sewerage system; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment and prescribing other related matters and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-164. Motion by Mr. Glaze, Second by Mr. Woolston to Adopt Council Bill No. 2014-164. Voting in favor were Council Members: Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Colbert-Kean.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-135

AN ORDINANCE approving the contract with Rosetta Construction LLC in the amount of Eight Hundred Eighty Nine Thousand Four Hundred Sixty and no/100 Dollars ($889,460.00) for the Lone Elm Interceptor Sewer Improvements Project providing how the cost shall be made and levied; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-165. Motion by Mr. Shaw, Second by Ms. Lewis to Adopt Council Bill No. 2014-165. Voting in favor were Council Members: Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Colbert-Kean.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-136

AN ORDINANCE approving the contract with McClanahan Construction, LLC in the amount of Three Million Three Hundred Fifty Thousand and no/100 Dollars ($3,350,000.00) for the Shoal Creek Wastewater Treatment Expansion Phase 2 providing how the cost shall be made and levied; and containing an emergency clause.

Any other business – Mr. Scearce mentioned he had spoken with someone recently at a Board of Adjustment meeting that was asked to remove slabs on their property. He did ask staff if owners of properties that still had slabs on them were going to be asked to have the slabs removed? Leslie Haase and Interim City Manager Sam Anselm said the property at 26th and Main has been addressed and the city is looking into addressing others.

There being no other business to come before Council the meeting was adjourned at 7:00 pm.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC /MPCC

City Clerk

City of Joplin | City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE:** August 18, 2014
**ITEM:** Council Bill No. 2014-022 (Re-adoption of Code of Ethics Ordinance)

**ORIGINATING DEPARTMENT:** Legal Department
**ATTACHMENTS:** Council Bill No. 2014-022.

| | | |
|---|---|---|
| **DEPARTMENT HEAD:** | Peter C. Edwards PE | **DATE:** 8/4/14 |
| **INTERIM CITY MANAGER:** | Sam Anselm SE | **DATE:** 8/1.1/14 |
| **CITY CLERK:** | Barbara L. Hogelin BLH | **DATE:** 8-5-14 |
| **FINANCE DEPARTMENT:** | Leslie Haase LH | **DATE:** 8-4-14 |

**INTRODUCTION:**

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

**DISCUSSION:**

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2014.

**RECOMMENDATION:**

Staff recommends this Council Bill be passed on First Reading.

PCE:ab
attachment

COUNCIL BILL NO. 2014-022 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2013), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2013), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2013); and

WHEREAS, on the 3rd day of September, 2013, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2014.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

(a) Ten percent (10%) or more of any business entity; or

(b) An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

(c) The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

(a) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

(b) The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business

entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

(a) The name and address of each of the employers of such person from whom income of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

(b) The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

(c) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following

times, but no person is required to file more than one financial interest statement in any calendar year:

(a) Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

(b) Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in Section (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# ORDINANCES

# EMERGENCY

**City of Joplin** **City Council Agenda Item**

**REQUESTED COUNCIL MEETING DATE: September 2, 2014**

**ITEM:** Council Bill No. 2014-452 approving an Assistance Amendment between the U.S. Environmental Protection Agency (EPA) and the City of Joplin for funding to support soil testing and remediation activities associated with tornado response.

**ORIGINATING DEPARTMENT:** Health Department
**ATTACHMENTS:** Council Bill No. 2014-452, together with a copy of the Assistance Amendment.

| | | |
|---|---|---|
| **HEALTH DIRECTOR:** | Dan Pekarek DP | **DATE:** 8-26-14 |
| **INTERIM CITY MANAGER:** | Sam Anselm | **DATE:** 8/27/14 |
| **CITY ATTORNEY:** | Peter C. Edwards PE | **DATE:** 8/27/14 |
| **FINANCE DIRECTOR:** | Leslie Haase LH | **DATE:** 8-26-14 |
| **PUBLIC WORKS DIRECTOR:** | Nick Heatherly | **DATE:** 8/26/14 |

**RECOMMENDED ACTION:**
Staff recommends approval of this Council Bill on an Emergency Basis.

**SUMMARY:**
Subsequent to the May 22nd tornado, soil testing revealed elevated soil lead/cadmium levels in properties in the Expedited Debris Removal (EDR) area outside of the previously designated areas where soil lead testing was required for building permit issuance. It is believed that these elevations are primarily the result of the use of mine waste chat in the construction of homes some years ago, or where mine waste contamination was present at the time of construction and was simply covered by normal yard development practices. This material was exposed due to significant damage to homes and other structures in the area.

A City ordinance updated at the October 17, 2011 city council meeting requires the testing for lead and cadmium of certain properties in the EDR area and other previously identified mine waste contaminated areas in the city where children are likely to be present (residences, daycares, parks, etc.), before a building permit is issued. If properties test above specified levels, property owners are required to follow a Jasper County health ordinance that outlines how the yard play areas are to be developed.

In order to lessen the potential burden on local residents associated with the costs of following these requirements, the City requested aid in addressing these elevated soil lead and/or cadmium situations from EPA. EPA provided initial funding of $500,000 for these purposes through a Cooperative Agreement in December, 2011 with an additional $3.0 million through 2013. In February of 2014 EPA awarded an additional $2.0 million of a $5.0 million total award to be released over a 2 year period. This Assistance Amendment provides an initial $2.5 million dollars of that award. Additional funds may be requested as need is identified. Staff recommends approval on an emergency basis.

COUNCIL BILL NO. 2014-452 ORDINANCE NO.

AN ORDINANCE approving an Assistance Amendment by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 14, 2015, for the amount of Two Million Five Hundred Thousand Dollars and no Cents ($2,500,000.00), to support soil testing and remediation activities associated with tornado response; and, authorizing the Interim 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 Assistance Amendment by and between the U.S. EPA, and the City of Joplin, Missouri, dealing generally with soil testing and remediation activities, a true and accurate copy of said Amendment being attached hereto, be and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this amendment needs to be passed by the City Council and accepted by the EPA to ensure that there is no gap in the funding and services that are currently being provided.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Pekarek, Dan**

**From:** Waters, Virginia <Waters.Virginia@epa.gov>
**Sent:** Tuesday, July 29, 2014 11:53 AM
**To:** Pekarek, Dan
**Subject:** IMPORTANT: Official EPA Grant Document V 97733301-5 City of Joplin
**Attachments:** V 97733301-5 City of Joplin AD 072214 .pdf

**Please acknowledge receipt of this document by return email within 2 business days.**

Carefully review the terms and conditions of the agreement. EPA is no longer requiring your counter signature. **However, if you do not accept this offer or disagree with the terms and conditions specified, you must furnish a notice of disagreement to the EPA Award Official within 21 days after the mailing date contained on the award document.** In case of disagreement, provide your specific reason(s) for disagreement and proposed resolution. Until the disagreement is resolved, you should not draw on the funds provided by the agreement/amendment; and, any costs incurred are at the recipient's own risk.

Retain a copy of the full award document for your records.

For assistance with your post award management responsibilities, please see Managing Your Grant. This link contains important post award reporting requirements and instructions on how to receive payments. To view this and other grant related information, visit our Grants Office Website at: http://www.epa.gov/region7/grants_funding/index.htm

Please reference the EPA assistance number on all future correspondence regarding this assistance agreement. If you have any questions, you may contact the Grant Specialist identified in the assistance agreement.

*Thanks!*

*Virginia (Ginger) Waters*
*EPA R-7 Grants*
*913-551-7868*

# U.S. ENVIRONMENTAL PROTECTION AGENCY

## Assistance Amendment

| | |
|---|---|
| **GRANT NUMBER (FAIN):** 97733301<br>**MODIFICATION NUMBER:** 5<br>**PROGRAM CODE:** V | **DATE OF AWARD**<br>07/22/2014 |
| **TYPE OF ACTION**<br>Augmentation: Increase | **MAILING DATE**<br>07/29/2014 |
| **PAYMENT METHOD:**<br>ACH | **ACH#**<br>77526 |

**RECIPIENT TYPE:**
Municipal

**Send Payment Request to:**
US EPA Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119
Contact: 702-798-2426; Fax: 702-798-2423
Email: LVFC-grants@epa.gov

| **RECIPIENT:** | **PAYEE:** |
|---|---|
| City of Joplin<br>602 S. Main Street<br>Joplin, MO 64801<br>**EIN:** 44-6000196 | City of Joplin<br>602 S. Main Street<br>Joplin, MO 64801 |

| **PROJECT MANAGER** | **EPA PROJECT OFFICER** | **EPA GRANT SPECIALIST** |
|---|---|---|
| Daniel Pekarek<br>602 S. Main Street<br>Joplin, MO 64801<br>**E-Mail:** dpekarek@joplinmo.org<br>**Phone:** 417-623-6122 | Ina Square<br>11201 Renner Boulevard, SUPR/IO<br>Lenexa, KS 66219<br>**E-Mail:** Square.Ina@epamail.epa.gov<br>**Phone:** 913-551-7357 | Connie Allen<br>Grants Management Office, PLMG/RFMB/GRMS<br>**E-Mail:** Allen.Connie@epamail.epa.gov<br>**Phone:** 913-551-7363 |

**PROJECT TITLE AND EXPLANATION OF CHANGES**

Contaminated Yards Restoration

This amendment provides incremental funding of $2,500,000. Additional funds may be provided at a later date.

| **BUDGET PERIOD** | **PROJECT PERIOD** | **TOTAL BUDGET PERIOD COST** | **TOTAL PROJECT PERIOD COST** |
|---|---|---|---|
| 12/15/2011 - 12/14/2015 | 12/15/2011 - 12/14/2015 | $8,500,000.00 | $8,500,000.00 |

## NOTICE OF AWARD

Based on your Application dated 12/24/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $2,500,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $8,000,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

| **ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)** | **AWARD APPROVAL OFFICE** |
|---|---|
| **ORGANIZATION / ADDRESS** | **ORGANIZATION / ADDRESS** |
| Grants Management Office<br>11201 Renner Boulevard<br>Lenexa, KS 66219 | U.S. EPA, Region 7<br>Superfund Division<br>11201 Renner Boulevard<br>Lenexa, KS 66219 |

**THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

| **Digital signature applied by EPA Award Official** | **DATE** |
|---|---|
| Deboraha K. Titus - Acting Grant Management Officer | 07/22/2014 |

# EPA Funding Information



| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|---|---|---|---|
| EPA Amount This Action | $ 5,500,000 | $ 2,500,000 | $ 8,000,000 |
| EPA In-Kind Amount | $ 0 | $ | $ 0 |
| Unexpended Prior Year Balance | $ 0 | $ | $ 0 |
| Other Federal Funds | $ 0 | $ | $ 0 |
| Recipient Contribution | $ 0 | $ | $ 0 |
| State Contribution | $ 0 | $ | $ 0 |
| Local Contribution | $ 0 | $ | $ 0 |
| Other Contribution | $ 0 | $ | $ 0 |
| Allowable Project Cost | $ 5,500,000 | $ 2,500,000 | $ 8,000,000 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|---|---|---|
| 66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements | CERCLA: Sec. 104(d)(1) | 40 CFR PTS 31 & 35 SUBPT O |

## Fiscal

| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
|---|---|---|---|---|---|---|---|---|---|
| ORONOGO | 147AW94134 | 14 | T | 7AW0R | 303DD2 | 4185 | 0736RA01 | C004 | 2,000,000 |
| ORONOGO | 1407W14046 | 14 | TR2 | 07W0R | 303DD2 | 4185 | 0736RA01 | C004 | 500,000 |
| | | | | | | | | | 2,500,000 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|---|
| 1. Personnel | $345,808 |
| 2. Fringe Benefits | $155,244 |
| 3. Travel | $26,678 |
| 4. Equipment | $58,000 |
| 5. Supplies | $9,639 |
| 6. Contractual | $7,886,383 |
| 7. Construction | $0 |
| 8. Other | $18,248 |
| 9. Total Direct Charges | $8,500,000 |
| 10. Indirect Costs: % Base | $0 |
| 11. Total (Share: Recipient 0.00 % Federal 100.00 %.) | $8,500,000 |
| 12. Total Approved Assistance Amount | $8,500,000 |
| 13. Program Income | $0 |
| 14. Total EPA Amount Awarded This Action | $2,500,000 |
| 15. Total EPA Amount Awarded To Date | $8,000,000 |

## ***Administrative Conditions***

All Administrative Conditions Remain the Same

## ***Programmatic Conditions***

All Programmatic Conditions Remain the Same

**City of Joplin** **City Council Agenda Item**

**REQUESTED COUNCIL MEETING DATE: September 2, 2014**

**ITEM:** Council Bill No. 2014-453 approving a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services regarding the WIC Program for contract year 2014-2015.

**ORIGINATING DEPARTMENT:** Health Department
**ATTACHMENTS:** Council Bill No. 2014-453, together with a copy of the Contract.

| | | |
|---|---|---|
| **HEALTH DIRECTOR:** | Dan Pekarek DNP | **DATE:** 8-26-14 |
| **INTERIM CITY MANAGER:** | Sam Anselm | **DATE:** 8/27/14 |
| **CITY ATTORNEY:** | Peter C. Edwards PE | **DATE:** 8/27/14 |
| **FINANCE DIRECTOR:** | Leslie Haase LH | **DATE:** 8-26-14 |

**RECOMMENDED ACTION:**

Staff recommends approval of this Council Bill on an emergency basis.

**SUMMARY:**

The Health Department requests consideration of this Council Bill that would authorize a renewal of the contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin Health Department to provide nutritional assistance and certain medical services in connection with the Women, Infant & Children (WIC) project. The City Council has previously approved similar contracts.

This contract is for the period of October 1, 2014 through September 30, 2015. The contract calls for the City of Joplin Health Department to provide WIC services that include food vouchers for specific nutritional foods, nutrition education and counseling, breastfeeding counseling and certain medical services for income eligible women and children in Jasper County. The contract calls for the city to provide services for up to 43,104 clients and for a total cost reimbursement of up to $644,394.

Revenues and expenses are budgeted in the remainder of the current year budget as well as the 2014-2015 city budget. Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2014-453 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, 2014 and running through September 30, 2015, for the amount of up to Six Hundred Forty-Four Thousand, Three Hundred Ninety-Four Dollars and no Cents ($644,394.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the Interim City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

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

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this is an emergency because this Agreement needs Council approval, and returned and accepted by the federal government so that funding begins at the beginning of the federal fiscal year, October 1, 2014.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Missouri Department of Health and Senior Services**
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

**Gail Vasterling**
Director

**Jeremiah W. (Jay) Nixon**
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign Exhibit 1 (Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization); and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact Christine James in the Procurement Unit at (573) 751-6471 or via email at Christine.James@health.mo.gov if you have any questions regarding this letter.

Enclosures

Updated 11/2012



AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

**Missouri Department of Health and Senior Services**
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired 1-800-735-2966 VOICE 1-800-735-2466

**Gail Vasterling**
Director

**Jeremiah W. (Jay) Nixon**
Governor

**The following information should be directed to your Chief Financial Officer:**

The Department of Health and Senior Services (DHSS) requires financial assistance contractor/providers to complete the Business Management Assessment (BMA) form each year. The information provided in the BMA and recent audit reports is used to evaluate contractor/provider financial management systems to determine what special terms and conditions, if any, need to be included in the agreement. Factors assessed include, but are not limited to: the contractor/provider's history of managing federal funds, financial stability, management systems, and their ability to carry out program objectives.

If you have not yet completed the Business Management Assessment (BMA) form for this calendar year, please go to http://health.mo.gov/atoz/bma/index.php to **complete and submit the information within 15 calendar days**.

After you have submitted your information, you can print a hard copy to keep for your records. A confirmation number will be provided, which you should note in case there are questions regarding your submission. **Keep in mind the form is completed only once per year for each federal taxpayer identification number (nine digit number).**

Please note there is not a **Save** feature for the online BMA form. Once you start entering information into the online BMA form, it must be completed. If you have to close out and come back at a later time/date you will have to start the process all over again. Information needed to complete the process:

1. your federal taxpayer ID#;
2. access to any written policies and procedures; and,
3. a copy of your most recently completed audit.

If you have not already submitted a copy of your latest completed audit, a copy should be sent:

- via the preferred method, email, to Monitoring@health.mo.gov (many CPA firms already have it in electronic format if requested);
- or by fax to 573-526-6049;
- or by regular mail to

Missouri Department of Health and Senior Services
Division of Administration
ATTN: BMA
PO Box 570
Jefferson City, MO 65102-0570

**NOTE**: Failure to submit an annual BMA form and your most recent audit may result in your being deemed a high-risk provider. For questions concerning the BMA form, or if you do not have access to the internet, please call 573-751-6104 for assistance.

Updated 11/2012



AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

# PROGRAM SERVICES CONTRACT

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

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

| **Tracking #** | **Contract Title:** | |
|---|---|---|
| 40821 | WIC LOCAL AGENCY NUTRITION SERVICES | |
| **Contract Start:** | **Contract End:** | **Questions/Please Contact:** |
| 10/1/2014 | 9/30/2015 | 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 |
| 446000196 | | 010649846 |
| CONTRACTOR'S AUTHORIZED SIGNATURE | | DATE |
| | | |
| PRINTED NAME | | TITLE |
| | | |
| DEPARTMENT OF HEALTH AND SENIOR SERVICES<br>DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE | | DATE |
| | | |

# WIC: Local Agency Nutrition Services

## 1. GENERAL

1.1 The contract amount shall not exceed the amount stated on Attachment C (Budget Page) as attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2014 through September 30, 2015.

1.2 The Department has determined this contract is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, federal funds, the Contractor shall comply with the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

## 2. PURPOSE

2.1 The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program) was established to provide nutrition education and breastfeeding support, nutritious supplemental foods, and referrals to other health and social services at no cost to eligible persons.

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

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

2.4 The terms of this contract are derived from the language set forth in 7 C.F.R. Part 246 located at: http://www.fns.usda.gov/sites/default/files/WICRegulations-7CFR246.pdf. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are available at: http://health.mo.gov/living/families/wic/wiclwp/wom/. The WOM will be provided by the Department and is incorporated by reference as though fully set forth herein.

## 3. CERTIFICATION DELIVERABLES

3.1 The Contractor shall process all WIC applications within the statutory timeframes as defined in WOM Policy 3.01700.

3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200.

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

**WIC: Local Agency Nutrition Services**

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

3.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined, with limited exceptions set forth in WOM Policy 2.02700.

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

3.4.3 Accurately assessing the income to determine income eligibility status according to guidelines issued by the Department;

3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using WIC Program standards and risk factors issued by the Department in effect at that time;

3.4.5 Providing notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines and/or risk criteria;

3.4.6 Providing the applicant an explanation of the following:

a. Risk factors for which the applicant is qualified,

b. The collaborative aspect of the WIC program created through referrals to other health/social services,

c. The food package and its nutrient value, for which the applicant will receive,

d. Nutrition and breastfeeding education contact requirements,

e. Applicant's rights and responsibilities as a participant in the WIC Program,

f. Purposes and procedures of the WIC Program; and

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

3.5 The Contractor shall use the Department's designated electronic nutrition assessments in (MOWINS) to determine the WIC participant's nutritional risk(s) and counsel participants according to USDA nutrition standards.

3.6 The Contractor shall document in MOWINS all participant-centered nutrition and health goals as established between the Contractor and participant and assure appropriate documented follow-up occurs within the required timeframe.

## 4. FOOD PACKAGE ISSUANCE DELIVERABLES

4.1 The Contractor shall issue food packages in compliance with the WOM Policies 2.06950 – 2.08500, 3.0145, and 3.0400 - 3.06400.

4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for the WIC Program the appropriate food package pursuant to WOM Policy sections 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participants food instruments (FI) for the food package on the same day the applicant is determined eligible. Food instruments (FI) are checks used by a participant to obtain supplemental foods.

4.3 Formula shall not routinely be provided to breastfeeding mothers before their infant is 1 month of age.

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

## 5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

5.1 The Contractor shall provide FIs to participants in compliance with WOM policy which includes:

5.1.1 Ensuring proper FI printing, issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;

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

5.1.3 Ensuring participants, guardian(s), or authorized proxies of participants are given instructions on the proper use of the FIs.

5.2 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time food instruments are created through the data system to issuance to the participant or other final non-issued disposition.

5.2.1 The Contractor is responsible for issuing FIs and maintaining support documentation.

5.2.2 The Contractor shall upon request reimburse the Department from non-WIC funds for improperly issued FIs.

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

6.1 The Contractor shall provide to participants nutrition education, breastfeeding education, promotion and support services, which includes, but is not limited to:

6.1.1 Making available a minimum of two nutrition education contacts during each 6-month period to every adult participant and to every parent/guardian of an infant or child;

6.1.2 Developing participant-centered nutrition and/or health goals with every participant;

6.1.3 Conducting follow-up with the participant on their health and/or nutrition goal within the current certification period;

6.1.4 Providing nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;

6.1.5 Ensuring that participants are not denied supplemental foods for failure to participate in nutrition education;

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

6.1.7 Providing substance abuse information at each certification, mid-certification and recertification and referrals as appropriate to participants;

6.1.8 Providing a nutrition education counseling session and exit brochure to all women participants who will be terminated from the WIC Program;

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

6.1.10 Ensuring that nutrition and breastfeeding education materials are reviewed with participants and are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000-2.06500.

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

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

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

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

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

7.4.1 Notifying the State WIC office in writing at least 60 days prior to opening, relocating, reducing hours, or closing a clinic site, satellite facility or hospital certification site.

7.4.2 Completing an Impact Analysis Template located at (http://health.mo.gov/living/families/wic/wiclwp/forms.php) before opening, relocating, reducing hours or closing any clinic site including satellite facilities and hospital certification sites. The Contractor must send the completed Impact Analysis Template to the Department assigned technical assistance staff for approval. For planned or anticipated changes, the completed Impact Analysis Template must be submitted 60 days in advance.

7.5 The Contractor shall ensure that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness Plan (ERDP) pursuant to WOM Policy 3.00500.

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

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

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

7.9 The Contractor shall identify, in a highly visible manner, where WIC Program services are located at each Contractor's site. The contractor shall identify where WIC Program Services are located at each Contractors site through the use of signage or other means to direct WIC participants to the clinic.

7.10 The Contractor shall have a written procedure for handling complaints and grievances that must be approved by the Department in the Local Agency Plan (LAP) and shall ensure all Contractor staff follows said policy.

7.11 The Contractor shall ensure that WIC staff does not share individual user identification and/or passwords to the data system. The Department will assess penalties to the Contractor according to WOM policy 3.01400 when it discovers the sharing of individual user identification or passwords.

## 8. CLINIC MANAGEMENT, COORDINATION DELIVERABLES

8.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including written information on MoHealthNet (formerly Medicaid) and brochures regarding newborn screening.

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

8.3 When a Contractor is comprised of a health agency and a human service agency, both agencies shall enter into a signed written agreement that outlines all WIC-related

responsibilities of each agency. The Department shall approve the agreement during the application process and shall be on file at both the Department and the respective local agencies. The Department will not use WIC Program funds to reimburse the health agency for the health services provided. However, the Department may reimburse the costs of the WIC certification borne by the health agency.

## 9. ASSESSMENT, PLANNING, AND EVALUATION DELIVERABLES

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using tool(s) provided by the Department and use such assessments to improve the effectiveness of local service provision. The Contractor shall do this to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in the Missouri WOM.

9.2 The Contractor shall develop a Local Agency Plan (LAP) for WIC services. The Contractor shall evaluate the plan throughout the year.

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

a. The Contractor's failure to submit the LAP to the Department by the due date will result in the Department withholding the Contractor's monthly reimbursements beginning October 1 until the Contractor complies with this requirement.

b. The Contractor shall set their priorities by writing goals, objectives and strategies in their approved LAP.

9.2.2 The Contractor shall have a written plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:

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

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

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

9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.

9.5 The Contractor shall announce publicly the availability of WIC Program benefits in the first quarter of each contract year, and when significant WIC Program changes have occurred which affect the local population and local participants.

## 10. STAFFING DELIVERABLES

## WIC: Local Agency Nutrition Services

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

10.2 All Registered Dietitians (RDs) must be licensed to practice dietetics in Missouri.

10.3 The same individual may serve more than one role as long as it is clear which individual staff person fulfills each role. These staff shall include:

10.3.1 A WIC Coordinator;

10.3.2 A Nutrition Coordinator/Nutritionist;

a. The Contractor is required to have a staff person who is responsible for the nutrition in the agency.

10.3.3 A Qualified Nutritionist;

a. The Contractor is required to have a qualified nutritionist who will provide nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of the program.

10.3.4 A Breastfeeding Coordinator;

a. The Contractor is required to have a staff person who has knowledge and experience to support breastfeeding.

10.3.5 A Vendor Contact Person;

10.3.6 A Competent Professional Authority (CPA);

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

10.3.8 A Training Coordinator (shall be a CPA).

10.4 The Contractor may use the following staff to assist with the WIC certification process:

10.4.1 WIC Certifiers;

10.4.2 Health Professional Assistants (HPAs);

10.4.3 Administrative/clerical staff.

## 11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

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

11.1.1 The Contractor shall ensure that any staff/volunteers used to perform specific WIC functions or duties are appropriately trained using resources from the Department and supervised for the function they are performing.

## WIC: Local Agency Nutrition Services

11.1.2 The Contractor shall ensure all WIC staff has state approved email address and internet services to access e-Learning courses provided by the state office.

11.1.3 The Contractor shall ensure that WIC staff complete required e-Learning trainings for WIC Basic Orientation Training provided by the Department for Clerical and HPA staff responsibilities.

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

11.1.5 The Contractor shall maintain staff training records documenting completed training for audit purposes.

11.1.6 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any state-WIC-approved training in any location.

11.2 The Contractor shall accept technical assistance from the Department on contract non-compliance or deficiencies in components of WIC Program policies and procedures, as the Department determines necessary. The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.

11.3 The Contractor shall ensure compliance with Title VI in all aspects of their WIC Program operations. The Title VI Compliance training shall include all the basic requirements of the Title VI that are listed in the U.S. Department of Justice nondiscrimination implementing policies and procedures, 7 C.F.R. Part 15, which implements USDA policies on nondiscrimination in federally assisted programs, and the FNS 113-1 Civil Rights Instruction.

11.4 The Contractor shall require designated staff to complete the following WIC trainings annually: Data Security, Immunizations, Breastfeeding Promotion, Civil Rights and Voter Registration pursuant to WOM Policy 1.01550.

11.5 The Contractor shall provide the interns from the Department's Program for Dietetic Interns (PDI) with access to learning experiences and involvement in participant/client care in its facilities. Such learning experiences may include, but are not limited to:

11.5.1 Providing necessary facilities and supervisory personnel to establish and carry out the requirements of the PDI, which will give the dietetic interns educational and supervisory experiences in dietetics at the site(s);

11.5.2 Designating a Registered Dietitian or Nutrition Coordinator as Site Preceptor who shall be responsible for the interns and act as the PDI Site Preceptor with the Department;

11.5.3 Ensuring staff designated as PDI preceptor's complete PDI preceptor orientation training prior to assuming responsibilities.

11.5.4 Providing the PDI Director or Dietetic Student Education Coordinator with an Evaluation of Intern by Preceptor, Preceptor Evaluation of PDI, and other such information as may be requested concerning each intern's participation at the site(s);

11.5.5 Providing such training aids and data relating to the various phases of the site rotation as may be reasonable and necessary; and

11.5.6 Allowing intern's access and use of the library, break room, parking, and cafeteria facilities, if applicable.

11.6 The Contractor shall use special training funding for allowable expenses for either required WIC training or training approved by WIC.

11.6.1 Allowable training expenses include expenses associated with and approved by the Department for travel to and from training, staff time to attend training, lodging, and meals.

11.6.2 Training for nutrition education and breastfeeding promotion and support shall be documented on the Contractor's training record.

## 12. BUDGET AND ALLOWABLE COSTS

12.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what is considered necessary and allowable costs.

12.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP process for written approval. The Department shall not reimburse the Contractor for any costs before the LAP is approved.

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

12.1.3 The Contractor shall designate staff time by category in the LAP budget.

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

12.2 Caseload:

12.2.1 Caseload participation is defined as the number of program participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.

12.2.2 The Department will reimburse the Contractor for allowable costs not to exceed the fixed price contract. The contract amount will be based on the number of participants

provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year. (Attachment C).

a. The Department may increase the projected annualized caseload participation in an annual contract review after six months. An increase in the contract amount will only be considered if:

1. Additional funds are available.

2. The agency's percentage of participants served is more than 2% over the contract starting caseload participation amount.

3. The increase shall be the net amount served above 2% over the contract starting caseload participation amount.

4. Requested by the agency in writing through assigned TA staff by COB May 3 of the current contract year.

b. In the event of a natural disaster or other unforeseen circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount on the request of the contractor.

c. The Department will notify the Contractor of any increase in the caseload participation.

12.2.3 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.

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

12.4 Allowable costs that meet the definition of indirect costs shall not exceed eight percent (8%) of total direct costs billed associated with the participation based reimbursement portion of the contract, and to exclude costs billed as part of Special Funding items, if any. Indirect costs are those costs associated with the management and oversight of an organization's activities. Contractors are required to retain documentation and present documentation as requested to support amounts billed for indirect costs.

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

12.6 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds must be for

allowable expenses and shall be included in the LAP budget and reported in the monthly billing as in-kind.

12.7 The Department shall reimburse the Contractor for transportation provided by personal vehicles (mileage) at the lower of the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy.

12.8 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.

## 13. INVOICING AND PAYMENT

13.1 If the Contractor has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor through Electronic Funds Transfer. The Department may delay payment until the ACH/EFT application is completed and approved.

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

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

13.4 The Contractor shall submit to the Department a monthly reimbursement request for the prior month's expenses, by the 10th of the following month. An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.

13.4.1 Each monthly reimbursement request shall be submitted via the online WIC invoicing application.

13.4.2 The Department reserves the right to deny reimbursements on costs submitted more than 60 days after the due date.

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

13.4.4 The Contractor shall define on each reimbursement request, the components of operational costs that are related to nutrition education and breastfeeding promotion and support.

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

13.5 If a request by the Contractor for payment or reimbursement is denied, the Department shall provide the Contractor with written notice of the reason(s) for denial.

13.6 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, the Department may withhold payment or reject invoices under this contract.

13.7 If the Contractor is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

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

## 14. AMENDMENTS

14.1 Any changes to this contract shall only be made by execution of a written amendment signed and approved by the Department.

14.2 Changes to the participant caseload participation will be sent by email notification.

## 15. RENEWALS

15.1 The Department shall have the right, at its sole option, based upon available funding and Contractor performance during the prior contract period, to renew the contract for two (2) additional one-year periods. In the event the option is exercised, all terms and conditions, requirements and specifications of this contract shall remain the same and apply during the renewal period.

## 16. MONITORING

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

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

16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.

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

16.5 The Contractor shall comply with any written request for a self-monitor report within the timeframe requested by the Department.

16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of the WIC Program, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

16.7 Contractors deemed high-risk by the Department may have special conditions or restrictions imposed, 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. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor prior to the effective date of the high-risk status.

16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.

16.9 The Department has the right to penalize or fine the Contractor up to ten thousand dollars ($10,000) for the misuse or illegal use of WIC Program funds, property, or assets as set forth in 7 C.F.R. 246.23 (d).

16.10 The Contractor shall investigate and document alleged or suspected participant, authorized representative and/or alternate authorized representative violations and take appropriate action.

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

## 17. DOCUMENT RETENTION

17.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until

the end of the regular three (3) year period, whichever is later. The Department may recover any payment it has made to the Contractor if adequate documentation is not retained by the Contractor.

17.1.1 Notwithstanding the provisions above, the Contractor shall keep full and complete records concerning WIC program operations until an audit clearance letter authorizing record destruction is posted by the Department in the WIC Updates located at: http://health.mo.gov/living/families/wic/wicupdates/index.php. This paragraph modifies and supersedes Paragraph 17.1 above only with respect to the timeframe that the Contractor must maintain documents.

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

## 18. CONFIDENTIALITY

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

## 19. LIABILITY

19.1 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department

for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

20.1 Any publicity release mentioning contract activities shall reference the contract number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the Department. The Contractor shall obtain approval from the Department prior to the release of such publicity or publications.

20.2 In accordance with the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law112-74, Section 505, "Steven's Amendment," the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

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

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

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

## 21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, both by the Contractor and by the Department. All equipment, resources, and software purchased with WIC funds, both by the Contractor and by the Department, belong to the Department and must be returned to the

**WIC: Local Agency Nutrition Services**

Department if WIC services are no longer provided by the Contractor. This inventory list must include, but is not limited to:

a. Multi-user hospital grade electronic breast pumps.

b. Items having a value of $500.00 or higher and sensitive items.

c. Items having a useful life of two years or more.

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

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

b. The Contractor shall maintain and make available a filing system for Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment.

21.3 The Contractor shall ensure that all computers it purchased with WIC funds, or purchased by the Department and on loan to the Contractor, extend administrative privileges to Department staff to access local computers to install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.

a. If the Contractor's information technology (IT) management and support, or Contractor's management, does not allow the Department's ITSD staff to have access and administrative rights to WIC computers, the local IT support will be responsible for the installation and repair of WIC computers and the associated cost.

b. The Contractor shall have current anti-virus and anti-spy ware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall use the specifications for anti-virus and anti-spy ware software and specifications for network security provided by the Department.

21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

**WIC: Local Agency Nutrition Services**

## 22. COMMUNICATIONS/RECORD-KEEPING

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

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding the WIC Program. The Contractor may obtain such information electronically via email or online, available on the Department web site at http://www.health.mo.gov/wic/WICupdates/index.html , or via hard copy by mail. The Contractor may be required to provide written acknowledgement for receipt of policy changes and commodity deliveries.

a. The Contractor shall ensure that its WIC Coordinator and the Nutrition Coordinator have unique Department-provided or agency-provided email addresses if those roles are filled by separate persons. The Contractor cannot use private email addresses to transmit confidential information.

22.3 The Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State and maintain on file for a period of 3 years. WOM policy 1.05700.

## 23. AUTHORIZED PERSONNEL

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

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

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), 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 incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

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

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

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

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

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

23.6 Healthy, Hunger-Free Kids Act of 2010: The Contractor agrees to abide by the requirements set forth in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760(b), as amended by Section 361 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) to support full use of Federal Funds provided to the Contractor for the administration of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and exclude such funds from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC program.

## 24. TERMINATION

24.1 If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract, or in the event of a change in federal or state law relevant to this contract, the obligations of each party may, at the sole discretion of the

Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor from the Department.

24.2 The Contractor may terminate the contract by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of termination.

## 25. SUBCONTRACTING

25.1 Any 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 subcontracting 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 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 subcontract rests solely with the Contractor; and the Contractor shall assure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor shall agree and understand that utilization of a 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.

25.2 Pursuant to subsection 1 of section 285.530, RSMo no Contractor 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 or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the Contractor and subcontractor affirmatively states that:

25.2.1 the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and

25.2.2 shall not henceforth be in such violation and

25.2.3 the Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

25.3 The Contractor shall be responsible for assuring that any 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; and documentation of such licensure or certification shall be made available upon request.

25.4 The Contractor shall notify all 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

## 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.

## 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 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 EPLS; 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. No funds under this contract shall be used 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 agent acting for the Contractor to engage in any activity designed to influence the enactment of legislation, appropriations, regulation,

administrative action, or Executive Order proposed or pending before the Congress, any State, local legislature or legislative body.

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 Section 1352, Title 31, U.S. Code of Federal Regulations. 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.

## 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 and all applicable regulations. The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made 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

## CERTIFICATIONS

5.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), 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 law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law 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 law 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 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 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 this 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) 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. Section 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 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;

## CERTIFICATIONS

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, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";

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

6.1.8 Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);

6.1.9 Missouri Governor's E.O. #05-30; 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.

## SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services (DHSS) has determined that this contract is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, 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.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

1.2.1 Uniform Administrative Requirements
A-102 – State/Local Governments
2 CFR 215 – Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110)

1.2.2 Cost Principles
2 CFR 225 – State/Local Governments (OMB Circular A-87)
2 CFR 230 – Not-For-Profit Organizations (OMB Circular A-122)
2 CFR 220 – Colleges and Universities (OMB Circular A-21)
48 CFR 31.2 – For-Profit Organizations
45 CFR 74 Appendix E – Hospitals

1.3 The Contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. 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/asfr/ogapa/aboutog/hhsgps107.pdf

1.5 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), 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:

## SUBRECIPIENT SPECIAL CONDITIONS

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

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

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

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

1.6 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.

1.7 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.).

1.8 The Contractor shall provide its Data Universal Numbering System (DUNS) number, unless the Contractor is an exempt individual as per 2 CFR 25.110(b). Pursuant to 2 CFR 25, no entity may receive a subaward unless the entity has provided its DUNS number. The award of this contract shall be withheld until the DUNS number has been submitted to and verified by the Department.

1.9 Equipment

1.9.1 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 215.34 or 45 CFR 92.32, as applicable. 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 there is no further obligation to the Department. Items purchased by the Contractor with a current FMV greater than $5,000 may be sold or retained by the Contractor but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

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

Department of Health and Senior Services
Agency Nutrition Services

BUDGET PAGE

City of Joplin Health Dept.

The contractor shall be reimbursed for each participant provided service at a rate of $13.50 per participant served.

Contract Dollars:

| | |
|---|---|
| 1. WIC Breastfeeding (Special BFPC Funding 1, Attachment D)* | $8,000.00 |
| 2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment D)* | $27,528.00 |
| 3. Breastfeeding Friendly Incentive | $23,000.00 |
| 4. Program for Dietetic Interns (Special Funding 4, Attachment E)* | $ .00 |
| 5. WIC Conference (Special Funding 5) | $3,962.00 |
| 6. Administrative Services (Special Funding 6)* | $ .00 |

*only for approved LWP's

# WIC: Local Agency Breastfeeding Peer Counseling Program

## 1.0 Breastfeeding Peer Counseling (BFPC) Program Deliverables:

1.1 The Contractor shall have a BFPC Program Coordinator who: is responsible for the oversight of the program; plans and monitors the program activities; conducts in-service sessions and regular meetings; and recruits, hires, orients, supervises peer counselor and submits required reports as defined in the Missouri WOM ER#6.00100.

1.2 The Contractor shall have at least one peer counselor who: is able to discuss benefits of breastfeeding; encourages breastfeeding; provides culturally appropriate support; provides encouragement to prenatal and breastfeeding women; and serves as role model during the contract period. The agency shall have a peer counselor employed for at least nine (9) months of the contract period as defined in the Missouri WOM ER#6.00200.

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

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

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

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

1.7 The Contractor shall manage an electric breast pump loan program in compliance with the WIC Breast Pump Policy as defined in the Missouri WOM ER#6.05100.

## 2.0 Budget/Allowable Costs:

2.1 The Contractor shall use the allocated funds only for the BFPC program as set forth in the Department's Guidelines for Allowable Items for Reimbursement (Exhibit 2).

2.2 The Contractor shall directly pay peer counselors a stipend or wage as set forth in Exhibit 2 and as defined in the Missouri WOM ER#6.00300.

2.3 The Department reserves the right to reallocate BFPC funds at the end of the second quarter if the Contractor has spent less than forty-eight percent (48%) of the allocated funds or at the end of the third quarter if less than seventy-three percent (73%) has been spent. The Contractor will be given thirty (30) days prior written notification of any reallocation.

## 3.0 Documentation:

3.1 The Contractor shall require all peer counselors to document BFPC contacts in MOWINS and on the Department approved contact logs when working outside the clinic as defined in the Missouri WOM ER#6.01000.

## 4.0 Reports/Invoicing:

4.1. The Contractor shall enter expenditures on the specified area of the WIC Online Invoicing Application according to funding allocated in the contract and submit monthly.

4.1.1 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Fund 1 Breastfeeding Peer Counseling.

4.1.2 The Contractor shall enter expenditures for allowable items on the Online WIC Invoicing Application tab under Special Funds. Invoice Special Fund 2 Breastfeeding Peer Counseling.

4.1.3 The Contractor shall request approval from the State BFPC Program Coordinator for expenditures that were not approved on the Local Agency Plan (LAP) budget for either Special Fund 1 or Special Fund 2 Breastfeeding Peer Counseling prior to purchase.

4.2 The Contractor shall submit to the Department, by the 10th of the following month, the Missouri WIC Breastfeeding Peer Counselor Monthly Activity Report as defined in the Missouri WOM ER#6.01000, and verify that it accurately reports the number of contacts made by the peer counselor(s).

## 5.0 Special Provisions:

5.1 All material developed with BFPC funds shall be the property of the Department.

**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 WIC Local Agency Nutrition 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 Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

## BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

| | |
|---|---|
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature |
| Business Entity Name | Date |
| E-Mail Address | |

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.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.

## AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

| | |
|---|---|
| _____ | _____ |
| Authorized Representative's Signature | Printed Name |
| _____ | _____ |
| Title | Date |
| _____ | _____ |
| E-Mail Address | E-Verify Company ID Number |

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

| | |
|---|---|
| _____ | _____ |
| Signature of Notary | *Date* |

**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 |

# STATE OF MISSOURI
# DEPARMENT 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

Tracking # **40821**

# CONTRACT FEDERAL FUNDING SOURCE(S

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

**Contract Title:** **WIC LOCAL AGENCY NUTRITION SERVICES**

**Tracking # 40821** | **State:** 0% $0.00 | **Federal:** 100% $644,394.00

**Contract Start:** 10/1/2014 **Contract End:** 9/30/2015 **Amend #:** 00 **Contract #:**

**Vendor Name:** **JOPLIN CITY HEALTH DEPARTMENT**

**Federal Award Year:** * **DHSS #:** ZZZ-PENDING FOA

**Federal Agency** *

**CFDA:** 10.000 **Federal Award:** *

**CFDA Name:** *

**Federal Award Name:** *

**Research and Development:** * **Subject to A-133 Requirements:** **Y**

**Federal Award Year:** 2014 **DHSS #:** 15BRSTFEDWIC-FOA

**Federal Agency** DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

**CFDA:** 10.557 **Federal Award:** 3MO804W5003-14

**CFDA Name:** SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

**Federal Award Name:** WOMEN INFANTS & CHILDREN

**Research and Development:** **N** **Subject to A-133 Requirements:** **Y**



*** The Department will provide this information when the official Notice of Grant Award is received.**

City of **Joplin** City Council Agenda Item

**Requested Council Meeting Date: September 2, 2014**

**ITEM: COUNCIL BILL**

**ORIGINATING DEPARTMENT: FIRE DEPARTMENT**
**ATTACHMENTS: Council Bill No. 2014-615, Bid Tabulation**

| | |
|---|---|
| **INTERIM FIRE CHIEF JAMES FURGERSON:** | **DATE:** 8/14/14 |
| **INTERIM CITY MANAGER SAM ANSELM:** | **DATE:** 8/12/14 |
| **CITY ATTORNEY PETER EDWARDS:** | **DATE:** 8/07/14 |
| **FINANCE DIRECTOR LESLIE HAASE** | **DATE:** 8-12-14 |

**BACKGROUND:**
In 2006 the citizens of Joplin voted on and passed the Public Safety Sales Tax. One of the projects listed was a Public Safety Training Center. We have begun the process of designing and preparing for construction of the training center. One of the key pieces is the Fire and Police training tower. Currently our fire fighters travel must travel to other cities to utilize their training areas, or will use fire stations or old dilapidated structures. Doing this is neither an economical or practical solution to the departments training needs and requirements. To address the training needs of the fire department, a four story training tower is to be constructed to provide a realistic and safe training environment to both new hire firefighters and our current staff. Additionally the construction and use of this training tower will aid in addressing a short fall which was noted in our 2003 ISO rating and will help us in working to maintain or improve our future ISO ratings.

**DISCUSSION:**
The tower will be constructed of structural steel with steel panels. It will also have a brick like exterior appearance. The designed tower will simulate situations which are encountered in both residential and business occupancies. It will also have movable interior walls to facilitate multiple training scenarios for both the Fire and Police departments. Additionally it will have three controlled burn areas, high rise fire and elevator rescue simulators. There will also be provisions for teaching rappelling and ladder use operations.

On July 30, 2014, bids were opened for the design, engineering, and construction of the 4 story training tower. Two bids were received and evaluated. It was determined from that the bid from WHP Training towers was the lowest and best bid and met the City's bid specifications. The funding for the training tower was included as a project in the 2013-2014 adopted city budget.

**RECOMMENDATION:**
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2014-615 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City of Joplin to purchase a four story training tower from WHP Training towers, for the amount of Six Hundred Ninety-Eight Thousand, Nine hundred and Seventy Dollars, Zero Cents ($698,970.00); authorizing the Interim City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the purchase of a four story training tower from WHP Training towers, of Overland Park, Kansas, by the City of Joplin, Missouri, for the amount of Six Hundred Ninety-Eight Thousand, Nine hundred and Seventy Dollars, and Zero Cents ($698,970.00) be and the same is, hereby approved.

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

Section 3. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12(1)(3) 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 bid is an emergency in that it must be passed by Council and ratified in order to for the contractor to fix pricing on steel and other commodities within a specified time in order to meet the bid pricing submitted to the City.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Fire Training center building acquisitions Fund Account No. 001-6275-510-8005, to pay the amounts called for on the basis of the lowest and best bid received by the Fire Department.

_____

Leslie Haase, Finance Director

**CITY OF JOPLIN, MISSOURI**
**FORMAL BID TABULATION FORM**
ITEMS VALUED OVER $3,000

BID #: 2014-27 BID ITEM DESCRIPTION: Public Safety Training Tower

BID OPENING DEADLINE: July 30, 2014 DEPARTMENT: Fire

REQUISITION NUMBER: _____ DATE & TIME OPENED: July 30, 2014 10:00 AM

OPENED BY: Chief Mitch Randles WITNESSED BY: Deputy Chief Jim Furgerson & Chief Andy Timmons

| VENDOR NAME | DATE RECEIVED | CONTACT NAME | PHONE NUMBER | VENDOR DEBARRED OR SUSPENDED-Y OR N | BID AMOUNT |
|---|---|---|---|---|---|
| Fire Facilities | 7/30 | John Schauf | 608-327-4121 | N | $933,292.00 |
| WHP Training Towers | 7/30 | Joseph Kirchner | 918-385-3663 | N | $698,970.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

**City of Joplin** **City Council Agenda Item**

---

**REQUESTED COUNCIL MEETING DATE:** September 2, 2014
**ITEM:** Council Bill No. 2014-616 approving a NOAA Radio Broadcasting Services Agreement

---

**ORIGINATING DEPARTMENT:** Emergency Management
**ATTACHMENTS:** Council Bill No. 2014-616; NOAA Weather Radio Broadcasting Service Agreement

---

| | | |
|---|---|---|
| **DEPARTMENT HEAD:** | Keith Stammer (KES) | **DATE:** 8-25-2014 |
| **INTERIM CITY MANAGER:** | Sam Anselm | **DATE:** 8/25/14 |
| **FINANCE:** | Leslie Haase | **DATE:** 8-26-14 |
| **LEGAL:** | Peter Edwards PE | **DATE:** 8/25/14 |

---

**INTRODUCTION:**
Council Bill No.2014-616 approves an agreement governing cooperation between the National Weather Service (NWS), for the provision of the National Oceanic and Atmospheric Administration (NOAA) and the City of Joplin, MO to facilitate operation of a National Weather Radio (NWR) station at 602 S. Main Street, Joplin.

**DISCUSSION:**
In times of severe weather, Joplin recommends its citizens employ three levels of information/protection. These are: 1) Outdoor warning sirens for those who are out of doors; 2) A NOAA Weather Radio for those who are indoors; 3) A mobile phone app for those who are mobile. In the three years since the May 22, 2011 tornado, Joplin has moved to improve on each of these three recommendations: 1) Sirens have been upgraded with solar panels, two-way radios and new siren management software; 2) 4,000 NOAA Weather Radios where distributed gratis to Joplin citizens who did not own a weather radio; 3) The Joplin CivicPlus website is being used to send out text and email messages, as well as Facebook and Twitter posts, to anyone signed up to receive them.
Upon examining the ability of the citizens of Joplin to receive transmissions from the NWS on their NOAA weather radio, certain gaps and range issues where identified. It was determined that installation of a National Weather Radio transmitter would close these gaps and provide better range than is currently provided by the transmitters in Neosho and Avila.
As of this date, all hardware and wiring has been installed on top of City Hall. A circuit has been established between Joplin and the NWS Office in Springfield, MO. All that remains is to sign the agreement between Joplin and NWS in order to allow testing and analysis of the transmission.

**RECOMMENDATION:**
Staff recommends Council Bill 2014-616 be passed on an Emergency basis in that this Ordinance, dealing generally with public safety in order to begin immediate testing of the transmitter prior to the oncoming fall storm season, 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.

KES:kes
Attachments

# U.S. DEPARTMENT OF COMMERCE

# NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

# NATIONAL WEATHER SERVICE

# NOAA WEATHER RADIO BROADCASTING SERVICES AGREEMENT

**Agreement Number: NWS-CR-M0-###**

## I. PURPOSE

This Agreement governs the cooperation between the National Weather Service, herein after referred to as the "NWS" and the City of Joplin, herein after referred to as "Cooperator," for the provision of National Oceanic and Atmospheric Administration (NOAA) Weather Radio, herein after referred to as "NWR" Broadcasting Services, for the City of Joplin, Missouri. The NWS enters into this agreement pursuant to the authority of 15 U.S.C. §313 and 15 U.S.C. §1525, The Department of Commerce, joint project authority. See Attachment A, for Contact List.

## II. BACKGROUND

Not all of the American public is within range of an NWR station, and the NWS is not funded to provide service to cover all of the remaining unserved areas. Federal, state, and local jurisdictions have been encouraged to support the NWS in expanding NWR coverage by providing new NWR Stations (transmitters, transmission equipment, facilities, and utilities) to serve their local communities. This service can be provided in two ways, (1) NWR stations purchased and owned by Cooperators may be donated to, and operated and maintained by the NWS, or (2) ownership, operation, and maintenance of the NWR station may be retained by the Cooperator with the NWR providing the audio program for broadcast by the Cooperator. This agreement is for condition (2), where the Cooperator retains ownership of the NWR station. When ownership is retained by the Cooperator, the operation and maintenance of the station will be the sole responsibility of the Cooperator.

## III. GENERAL CONDITIONS

The NWR Broadcasting Services covered by this agreement will assist the NWS in carrying out its mission of providing warnings and forecasts directly to the public to protect life and property. The Cooperator agrees to provide the NWR Broadcasting Services and operate the NWR station in accordance with the license obtained by the NWS for that purpose and agrees that broadcast content will originate solely from an authorized NWS source. The NWS' obligations under this agreement are subject to the availability of funds.

## IV. NWS CERTIFICATIONS

The NWS certifies that this project is in the mutual interest of the parties and that it cannot be done at all or as effectively without the participation of the Cooperator and the project is essential to the NWR program.

## V. LOCATION

The NWR Broadcasting Service provided by this Agreement shall be from an NWR station located at Joplin, Missouri, hereinafter referred to as Joplin. The NWS agrees to provide suitable programming for the station from the NWS Forecast Office at Springfield, Missouri. The Cooperator agrees the NWR Broadcasting Services' primary objective is to meet the NWS' needs for forecast and warning operations and that the service must meet the needs of the overall

comprehensive national and state NWS NWR network coverage plan.

## VI. EQUIPMENT, FACILITIES, SERVICES PROCUREMENT AND INSTALLATION

The Cooperator agrees to provide equipment, facilities, utilities, and installation to satisfy the NWS coverage and performance requirements. The Cooperator agrees to be solely responsible for all aspects of equipment, facility and utility installation and operation. The Cooperator will be responsible for the transmitter site's compliance with local zoning laws and Federal Aviation Administration requirements, if any. The Cooperator also agrees to provide timely information for a detailed site survey on forms provided by the NWS.

## VII. LICENSE AND OPERATING REQUIREMENTS

The NWS will obtain a license for the transmitter system, and if necessary, a license for a radio link between the NWS programming office and the transmitter. The license(s) remains the property of the NWS. The Cooperator agrees to provide all information required by the NWS for the license application as specified on the attached "Site Data for NWR Transmitter" document. Licenses will be canceled upon termination of this agreement.

The Cooperator agrees to operate the NWR station in conformance with NWS requirements and all pertinent government regulations. NWS requires 24 hours per day, 7 days per week operation, and that broadcast content must originate solely from an authorized NWS source. The Cooperator agrees to use a positive means of transmitter carrier control. The use of "audio off-air capture" is not permitted. Failure to comply with the operating conditions as defined in this Agreement will serve as a basis for the possible termination of this Agreement. The NWS reserves the right to perform random checks on the transmitted signal and to inspect the transmitter, antenna and/or supporting facilities to ensure compliance with the specifications and the terms of this Agreement. The NWS agrees to coordinate with the Cooperator prior to any equipment or supporting facility inspection. The Cooperator agrees to provide access to any equipment and supporting facility covered by this Agreement within 24 hours of the NWS request.

## VIII. UTILITIES, LEASES AND COMMUNICATIONS SERVICES

The Cooperator is responsible for all installation and service-related costs for the new NWR station, including site lease, power, and communications links to bring the audio program from the NWS office to the transmitter. This shall include all construction necessary to accept installed electrical service and an electric metering device.

The NWS agrees to provide, within the limits of available resources, space and electrical power for Cooperator-owned ancillary telecommunication equipment such as a UHF/microwave transmitter and antenna or telephone interface equipment to communicate the program audio to the Cooperator-owned transmitter. The NWS reserves the right to require the Cooperator to use commercially available communications services if the space is required for other NWS operational needs, power consumption exceeds an NWS-determined limit, or otherwise interferes

with the needs of the NWS.

## IX. MAINTENANCE

The Cooperator is responsible for all aspects of maintenance for the NWR station. The Cooperator will use qualified and licensed technicians for the maintenance performed on the NWR station. It will assure that the maintenance program for the NWR Station meets minimum NWS standards. The Cooperator agrees to assign sufficient priority to the maintenance of the NWR station to ensure that outages are kept to a minimum, breakdowns and malfunctions are acted upon quickly, and equipment routinely performs within technical specifications. The Cooperator agrees to the installation by NWR or its contractor of an NWS Remote Off Air Monitoring System (ROAMS) in its NWR station facility to automatically monitor performance and notify NWS of system failures.

The Cooperator agrees to notify the NWS office identified in Section V whenever the transmitter goes off the air and when service is again restored. The Cooperator agrees to maintain a log of station operation and maintenance and to provide NWS access to that information as necessary. The NWS, when made aware of any Radio Frequency Interference (RFI) problem or other operational problem that degrades the quality of the broadcast, will perform an immediate technical checkout of the NWR system in coordination with the Cooperator. If any RFI problem persists, the transmitter will be shut down by the Cooperator at the request of the NWS until the problem is solved.

The Cooperator will perform routine maintenance on a regular basis, will notify the programming office no less than 24 hours in advance of any scheduled outage and will postpone scheduled maintenance in the event of predicted severe weather.

## X. PUBLICITY

The NWS office responsible for the transmitter service area and the Cooperator will coordinate and jointly issue a public announcement covering the new service. If the service is terminated for any reason, the two parties will also coordinate a public statement explaining the reason(s) for the termination.

## XI. HOLD HARMLESS

The Cooperator shall hold and save the Government, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any person, or persons, or property by virtue of this agreement. Notwithstanding anything contained herein to the contrary, any liability of the Cooperator hereunder shall be subject to the limits of liability set forth in applicable state law.

The Federal Government agrees to promptly consider and adjudicate any and all claims which may arise out of this agreement and to pay for any damage or injury as may be required by

Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. §2671 et seq., or such other legal authority as may be pertinent. The Government also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA/NWS personnel in the performance of their official duties under the terms of this Agreement. Such adjudication will be made pursuant to the Federal Employees Compensation Act, 5 U.S.C. §8101 et seq., or other such Federal law as may be pertinent.

## XII. FINANCIAL RESPONSIBILITY

All costs associated with the installation, operation, and maintenance of the transmitter system shall be borne by the Cooperator. The Cooperator's obligations under this Agreement are subject to the availability of funds. The NWS' responsibility for costs is limited to those necessary to make available the audio program at the NWS programming office. The NWS' obligations under this Agreement are subject to the availability of funds.

## XIII. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector general Act of 1978, as amended, 5 U.S.C App. 3, a review of this agreement may be conducted at any time. The Inspector general of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

## XIV. EFFECTIVE DATE AND TERMINATION

This Agreement is effective as of the latest date shown below, when signed by all parties, and shall remain in effect until terminated by any party or for five (5) years after the date of the latest signature of approval. This Agreement may be amended at any time by mutual written consent of all parties identified herein. The parties will review this Agreement at least once every three years to determine whether it should be revised, renewed or canceled.

This Agreement may be terminated at any time by mutual written consent of all parties, or terminated unilaterally without cause by any party by giving at least sixty (60) calendar days advance written notice to the other parties. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it incurred.

| | |
|---|---|
| Sam Anslem (Date) | Teri Schwein (Date) |
| Interim City Manager | Director, Central Region (Acting) |
| City of Joplin | National Weather Service |

**ATTACHEMENT A**

**Contacts**

| | |
|---|---|
| Teri Schwein<br>Director, Central Region (Acting)<br>National Weather Service<br>Central Region Headquarters Regional Office<br>7220 NW 101st Terrace<br>Kansas City, MO 64153 | Rex Capen<br>Communications Systems Technical Manager<br>City of Joplin<br>1301 W. 2nd St. Joplin, MO 64801<br>(417) 623-3131 x321 |
| Steve Runnels<br>Warning Coordination Meteorologist<br>NWS Weather Forecast Office<br>5805 W Highway EE<br>Springfield, MO 65802<br>417 863-8028 | |

The parties agree if there is a change regarding the information in this section the party making the change will notify the other party in writing of such change

COUNCIL BILL NO. 2014-616 ORDINANCE NO.

AN ORDINANCE approving an Agreement governing cooperation between the National Weather Service (NWS), for the provision of the National Oceanic and Atmospheric Administration (NOAA) and the City of Joplin, MO to facilitate operation of a National Weather Radio (NWR) station at 602 S. Main Street, Joplin, MO; and concerning the preservation of property, health, and safety relating to public improvement, is considered an emergency and shall take effect immediately upon passage.

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

Section 1. That the Agreement governing cooperation between the National Weather Service (NWS), for the provision of the National Oceanic and Atmospheric Administration (NOAA) and the City of Joplin, MO to facilitate operation of a National Weather Radio (NWR) station at 602 S. Main Street, Joplin, MO, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1)(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the preservation of property, health, and safety and relating to public improvements, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, the final agreement needs to be accepted and processed by the federal government, and subsequently, the NWR station needs to be installed, tested and calibrated before the fall storm season.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

# ORDINANCES

# FIRST READING

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: September 2, 2014**

**Item: COUNCIL BILL NO. 2014-166**
**Originating Department: PUBLIC WORKS - MAPS**

Attachments: 1) Copy of Grant Offer (Application for State Operating Assistance)
2) Copy of Grant Agreement
3) Copy of Ordinance

Department Head: Nicholas A. Heatherly Date: 8/20/14
Finance Department: Leslie Haase Date: 8-25-14
City Attorney: Peter C. Edwards Date: 8/14/14
Interim City Manager: Samuel L. Anselm Date: 8/25/14

Recommended Action: Authorization of an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

**Background:** The City of Joplin has operated the Metro Area PublicTransit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the MPO area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. During the last City fiscal year, these services provided 140,609 total rides. The majority of MAPS & Trolley riders are elderly, disabled, or have no personal transportation available. The system operates Monday through Saturday.

**Discussion**: MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other major communities in the MPO. Additionally, the Federal Transit Administration reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $4,386 in grant funds, which is a $375.00 reduction from the funds paid in the State's fiscal 2014. The Council approved this grant in August by passing Council Bill #2014-154. MODOT's legal department has since noticed an error in the form of the agreement and they now require the City to execute the agreement using the revised form.

**Recommendation:** Staff recommends that the City apply for these funds and enter into an agreement with the Missouri Department of Transportation for their use in operating the MAPS and Sunshine Lamp Trolley systems.

CCO Form: TC09
Approved: 06/96 (RMH)
Revised: 12/12 (MWH)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**
**PUBLIC TRANSIT OPERATING**
**ASSISTANCE GRANT AGREEMENT**

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Transportation Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Public Transportation Budget and Service Statement" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of Four Thousand Three Hundred Eighty-Six dollars ($4,386) during the period from July 1, 2014, to June 30, 2015.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

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

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or

has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

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

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

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part

of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:

_____

_____

_____

Facsimile No.:_____

(B) To the Commission:

_____

_____

_____

Facsimile No.: 573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

*[Remainder of page intentionally left blank.]*

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

Executed by the Grantee this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

GRANTEE

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

Attachment A

# Application

Missouri State Transit Assistance Program

| | |
|---|---|
| Applicant Agency Name:<br>Street and Mailing Address:<br>City, State (Missouri), Zip+4 Code | City of Joplin<br>602 S. Main<br>Joplin, MO 64801 |
| Agency Contact Person - Name<br>Contact Person: e-mail Address<br>Contact Person: Work Phone<br>Contact Person: Fax Number | Robert Lolley<br>rlolley@joplinmo.org<br>417-625-4793<br>417-625-4747 |

Eligibility Criteria: (Check All That Apply):

*(If operating both urbanized and rural transit service, submit separate applications)*

| | |
|---|---|
| ☑ | A City |
| ☐ | A City Transit Authority |
| ☐ | A City Utilities Board |
| ☐ | An Interstate Transit Authority (as defined in 94.600 RSMo) |
| ☐ | An Intrastate Transportation Authority |
| ☐ | A recipient / direct recipient of FTA Sec. 5307 urbanized formula funds |
| ☐ | A sub-recipient of FTA Section 5311 non-urbanized formula funds |

Operating and Capital Costs for Operating Public Transit Service in Missouri

| Costs / Year | 2011 | 2012 | 2013 |
|---|---|---|---|
| Transit Operating Costs | $886,586 | $1,100,985 | $941,051 |
| Transit Capital Costs | $383,587 | $261,064 | $246,571 |
| Total: Transit Operating + Capital Costs | $1,270,173 | $1,362,049 | $1,187,622 |

Past and Projected Annual Passenger Ridership in Missouri (unlinked trips):

| | | | |
|---|---|---|---|
| 2011 | 130,809 | | |
| 2012 | | 155,058 | |
| 2013 | | | 140,609 |
| 2015 Projected | | | 147,000 |

Agency's Missouri Transit Service Area Population: Urbanized: 84,807 Rural:

| Annual Vehicle Miles Operated; | 2011 | 2012 | 2013 |
|---|---|---|---|
| | 285,293 | 352,234 | 355,137 |
| Cost per Mile (divide total cost by miles) | $4.45 | $3.87 | $3.34 |

*(Complete remainder of application on back of form)*

| Cost per Passenger (divide total cost by ridership) | 2011 | 2012 | 2013 |
|---|---|---|---|
| | $9.71 | $8.78 | $8.45 |

Description of Proposed Year 2015 Public Transit Service in Missouri

| | |
|---|---|
| Days of Transit Operation: | Monday-Saturday, no Sunday service |
| Weekday Hours of Operation: | 6am-6pm |
| Saturday Hours of Operation: | 8:30am-4pm |
| Sunday Hours of Operation: | None |

Amount of Annual Local Effort or Tax Support for Transit:

| 2011 | 2012 | 2013 |
|---|---|---|
| 356,946 | $475,542 | $408,048 |

Description of local financial effort or local tax support for appliant's public transit service:

City of Joplin funds 20% Capital Match and 50% Operations Match with a local Transportation Sales Tax.

| Applicant Agency Authorized Signature: | Date: |
|---|---|
| Robert Kelley | 4/9/14 |

Submit completed and signed application to:

Transit Section - Multimodal Operations
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102-0270
or FAX to: (573) 526-4709
or e-mail to: Transit@modot.mo.gov

*For Technical Assistance:* Transit@modot.mo.gov

Tele: (573) 751-2523

*Form located at:*
http://www.modot.mo.gov/othertransportation/transit/transitapplicationsreportsprograms.htm

*(Version 2014-02-24)*

**COUNCIL BILL NO. 2014-166 ORDINANCE NO.**

AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

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

Section 1. That the City of Joplin, Missouri, shall make Application to the Missouri Department of Transportation for state funds in the amount of $4,386 to be used for operating assistance for the Metro Area PublicTransit and Sunshine Lamp Trolley Systems;

Section 2. That the City of Joplin, Missouri, understands that such funds, if granted, do not require a local match.

Section 3. That the City Manager is hereby authorized and directed to execute said Application and Agreement on behalf of the City of Joplin, Missouri, and to submit said documents to the Missouri Department of Transportation.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

**Requested Council Meeting Date:** September 2, 2014

**ITEM**: Council Bill No. 2014-617. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2015 relating to special events, festivals and celebrations.

**ORIGINATING DEPARTMENT**: Convention and Visitors Bureau
**ATTACHMENTS**: Council Bill No. 2014-617.

| | | |
|---|---|---|
| **DEPARTMENT HEAD:** | Patrick W. Tuttle | DATE: 8/25/14 |
| **INTERIM CITY MANAGER:** | Sam Anselm | DATE: 8/26/14 |
| **CITY ATTORNEY:** | Peter C. Edwards PE | DATE: 8/25/14 |
| **FINANCE DEPARTMENT:** | Leslie Haase LH | DATE: 8-25-14 |

**INTRODUCTION:**

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2015 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

**SUMMARY:**

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For Profit organizations may apply;
- Events must be held between November 1, 2014 & October 31, 2015;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

On July 15, 2014, the Joplin Convention & Visitors Bureau (JCVB) Advisory Board held a meeting to review and discuss applications submitted for the FY2015 Special Event Grant offered through the JCVB. Following the review, the Board listened to presentations from each of the thirteen applicants that included a 5-minute presentation and 5-minute question and answer period.

Funding requests from the thirteen applications totaled $221,400. Grant funds available for this program are capped at $100,000.

Taking into consideration many factors including application, presentation, tourism draw, community development, potential room nights, growth potential, previous funding and reporting standards, and overall appeal.

Scoring Criteria: Applications are worth a total of 100 points with a minimum of 60 points required to be eligible for funding. Applications will be scored and ranked by the total number of points they receive.

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following funding recommendations for your approval:

1) **Historic Murphysburg's DickensFest, December 12-14, 2015.** Requested = $19,250, **Recommended = $13,140.** This will be the fifth year for funding for this event. DickensFest has grown and developed into a strong December event and a part of the JCVB "Holiday Experience" marketing. This year the event will include indoor activities inside the Scottish Rite Cathedral. The JCVB Board feels the event is beneficial for the community and tourism, offering a unique activity during the off-season. FY15 funding is recommended to support the event's Entertainment budget and Marketing efforts.

2) **MSSU Diversity Committee's Martin Luther King Day of Service, January 19-21, 2015.** Requested = $4,500, **Recommended = $4,500.** This event was supported by the JCVB for the first-time in 2014 through the Community Event Grant. As one of the most recognized MLK events in the region, the FY15 grant funding will help bring a noted speaker to Joplin, which in turn helps grow attendance. FY15 funding is recommended to support the Speaker's Fees and regional Marketing.

3) **George A. Spiva Center for the Arts' PhotoSpiva, March 7-May 3, 2015.** Requested = $19,348.40, **Recommended = $12,000.** This is a nationally known photo competition. The Board feels the marketing for this event always builds a positive image of Joplin and attracts attention from all across the nation. FY15 funding is recommended to support the event's Marketing efforts outside a 50 mile radius.

4) **Active Lifestyle's Joplin Memorial Half, May 15-16, 2015.** Requested = $20,000, **Recommended = $14,000.** Previously known as the Boomtown Run, this event continues to demonstrate rapid growth and development. Transitioning to a Memorial Run, using the OKC Memorial Half as a template to honor those who lost their lives on May 22, 2011. There is a fundraising component to this event but the Board felt the local fitness draw and room nights generated warrants grant support. FY15 funding is recommended to support the event's Race Timing and Marketing; through print and electronic means.

5) **Rufus Racing's Summer Roundup Triathlon Weekend, June 27 & 28, 2015.** Requested = $20,000, **Recommended = $12,000.** As a regional sanctioned USTA event, this annually sold out triathlon in 2014 drew participants from 24 states. Each year, Rufus Racing grows what they hope will become the Midwest's premiere triathlon. FY15 funding is recommended to support the event's Marketing; through print and electronic means, and Awards and Prizes.

6) **Wildcat Glades Conservation & Audubon Center's Shoal Creek Water Festival, August 8, 2015.** Requested = $16,295, **Recommended = $4,000.** This event is held on a weekend when regional lodging is nearly sold out – during Marian Days. However, with greater focus on the water activities, such as the Cardboard Boat Races and water conservation the event does create some tourism interest. FY15 funding is recommended to support the event's Marketing effort and Prize Money.

7) **Joplin Disc Golf Club's 10th Annual Four States Open, September 18-20, 2015.** Requested = $20,000, **Recommended = $14,800.** 2015 will mark the 10th annual Four State Open. The event organizers are consistent, not only in reporting, but also in the efforts to develop new aspects of the event that will continue to encourage overnight stays. FY15 funding is recommended to support the event's Prize Money bank which is the primary draw for attracting the nation's top disc golf players to the event. Due to the over-whelming request for grant funding for FY15, the JCVB Board could not fully fund the requested $15,800 in Prize Money and asked the JCVB director to solicit support for the $1,000 balance from the Joplin Sports Authority board on the Club's behalf.

8) **Four State Trucks & Chrome Shop Mafia's, Guilty by Association, September 25-26, 2015.** Requested = $20,000, **Recommended = $20,000.** This event has received Community Event Grant funding over the past two years. As a premier trucking event truckers are drawn to Joplin from all over the nation and account for a high number of track-able room nights. A convoy through Joplin and a downtown truck show are popular community draw and fill downtown restaurants. This event scored the highest among all 13 events. FY15 funding is recommended to support the event's Marketing efforts and Downtown Activities.

9) **MSSU Alumni Association's MSSU Homecoming Celebration, October 6-10, 2015.** Requested = $8,677, **Recommended = $5,560.** This group has received grant funds for the past eight years and has shown that such funding has helped grow attendance and room nights. Their request and grant support has typically been the printing and postage for Save-the-Date cards and invitations. FY15 funding is recommended to support the Printing and Postage of the event invitations.

10) Joplin Festival Company's St Patrick's Day Parade and Festival, March 14-17, 2015. Requested = $16,666, Recommended = $0. This event did not score high enough to be considered for funding.

11) Joplin Festival Company's Wild Joplin Days, March 26-28, 2015. Requested = $18,888, Recommended = $0. This event did not score high enough to be considered for funding.

12) Joplin Festival Company's Joplin Jazz in June Festival, June 18-20, 2015. Requested = $19,999, Recommended = $0. This event did not score high enough to be considered for funding.

13) Joplin Festival Company's Oktoberfest, October 1-3, 2015. Requested = $17,777, Recommended = $0. This event did not score high enough to be considered for funding.

**RECOMMENDATION:**

The JCVB Advisory Board and Staff recommend the Joplin City Council approve the funding recommendation of $100,000 and that Grants be awarded for the nine (9) events described above.

**ATTACHMENTS:**

Grant Application summary and event snapshot (16 pages).

(Continuation of Green Sheet for Council Bill No. 2014-617 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2015 for special events, festivals and celebrations.)

## SUMMARY

**IN CALENDAR ORDER**

1) HISTORIC MURPHYSBURG'S, DICKENSFEST, DECEMBER 12-14, 2014
REQUESTED = $19,250, RECOMMENDED = $13,140
- Petting Zoo Exhibit, $1,350
- ~~Horse/Carriage & Train Ride, $1,500~~
- Marketing (Poster Printing and Facebook), $3,000
- Entertainment Performers/Shows, $6,500
- Interactive Theatrical Entertainment, $1,000
- ~~Tents/Stages/Sound Production/Misc. Supplies, $1,000~~
- Facility Rentals – Scottish Rite Cathedral ~~& John Wise House, $4,900~~ ($1,290)

2) MSSU DIVERSITY COMMITTEE, MARTIN LUTHER KING DAY OF SERVICE, JANUARY 19-21, 2015
REQUESTED = $4,500, RECOMMENDED = $4,500
- Speakers Fee, $1,800
- Marketing & Publicity, $2,700

3) SPIVA CENTER FOR THE ART'S, PHOTOSPIVA 2015, MARCH 7-MAY 3, 2015
REQUESTED = $19,348.40, RECOMMENDED = $12,000
- Marketing (Placed Ads), ~~$10,680~~ ($10,000)
- Marketing (Print), ~~$2,893.40~~ ($2,000)
- ~~Misc. Support, $2,200~~
- ~~Web Site Update, $980~~
- ~~Juror Related Expenses, $2,595~~

4) ACTIVE LIFESTYLES EVENTS, JOPLIN MEMORIAL HALF, MAY 15-16, 2015
REQUESTED = $20,000, RECOMMENDED = $14,000
- Marketing (Print), $4,500
- Marketing (Electronic-*Facebook & Constant Contact*), $1,000
- Chip Timing, $8,500
- ~~Awards, $3,500~~
- ~~Racer ID (Bibs), $2,500~~

5) RUFUS RACING'S, SUMMER ROUNDUP TRIATHLON WEEKEND, JUNE 27-29, 2015
REQUESTED = $20,000, RECOMMENDED = $12,000
- Marketing (Print), $7,600
- Marketing (Facebook), $400
- ~~Web Site, $3,000~~
- ~~Chip Timing, $2,000~~
- ~~Racer ID (bibs, caps, numbers), $1,500~~
- ~~Family Activities (inflatables), $500~~
- Awards and Prizes, ~~$5,000~~ ($4,000)

6) WILDCAT GLADES CONSERVATION & AUDUBON CENTER, SHOAL CREEK WATER FESTIVAL, AUGUST 8, 2015
REQUESTED = $16,295, RECOMMENDED = $4,000
- ~~Marketing (Billboards), $3,000~~
- ~~Marketing (Ad Placement), $4,570~~
- ~~Marketing (TV, Cable), $75~~
- Marketing (Online), ~~$1,600~~ ($1,000)
- ~~Marketing (Print), $450~~
- ~~Entertainment, $1,050~~
- Prize Money, ~~$3,650~~ ($3,000)
- ~~Rental Equipment, $6,936~~

7) JOPLIN DISC GOLF CLUB, 10TH ANNUAL FOUR STATE OPEN, SEPTEMBER 18-20, 2015
REQUESTED = $20,000, RECOMMENDED = $14,800
- ~~Marketing (Magazine), $700~~
- ~~Marketing (Facebook), $500~~
- Prize Money, ~~$15,800~~ ($14,800)
- ~~Web Design/Maintenance, $1,500~~
- ~~Reception Venue, $500 x2 + Band, $500 = $1,500~~

8) FOUR STATE TRUCKS/CHROME SHOP MAFIA'S, GUILTY BY ASSOCIATION, SEPTEMBER 25-26, 2015
REQUESTED = $20,000, RECOMMENDED = $20,000
- Marketing (Print), $6,100
- Marketing (Ad Placement), $10,000
- Downtown Activities, $3,900

9) MSSU ALUMNI ASSOCIATION'S, MSSU HOMECOMING CELEBRATION, OCTOBER 6-10, 2015
REQUESTED = $8,677, RECOMMENDED = $5,560
- ~~*Homecoming Save the Date Cards*:~~
- ~~Printing, Labeling, Postage, $2,865~~
- *Homecoming Invitations*:
- Printing, Labeling, Postage, $5,273
- ~~*Reunion Save the Date Cards*:~~
- ~~Printing, Labeling, Postage, $244~~
- *Reunion Invitations Letter*:
- **Printing, Labeling, Postage, ~~$295~~ ($287)**

10) JOPLIN FESTIVAL COMPANY'S, ST PATRICK'S DAY PARADE & FESTIVAL, MARCH 14-17, 2015
REQUESTED = $16,666, RECOMMENDED = $0
- ~~Marketing (Print), $1,000~~
- ~~Marketing (Radio), $1,000~~
- ~~Marketing (Social), $1,000~~
- ~~Entertainment/Attractions/Exhibits/Prize Money, $13,666~~

11) JOPLIN FESTIVAL COMPANY'S, WILD JOPLIN DAYS, MARCH 26-28, 2015
REQUESTED = $18,888, RECOMMENDED = $0
- ~~Marketing (Print), $1,000~~
- ~~Marketing (Radio), $1,000~~
- ~~Marketing (Social), $1,000~~
- ~~Entertainment/Attractions/Exhibits/Prize Money, $15,888~~

12) JOPLIN FESTIVAL COMPANY'S, JOPLIN JAZZ IN JUNE FESTIVAL, JUNE 18-20, 2015
REQUESTED = $19,999, RECOMMENDED = $0
- ~~Marketing (Print), $2,000~~
- ~~Marketing (Radio), $2,000~~
- ~~Marketing (Social), $1,000~~
- ~~Entertainment/Attractions/Exhibits/Prize Money, $14,999~~

13) JOPLIN FESTIVAL COMPANY'S, OKTOBERFEST, OCTOBER 1-3, 2015
REQUESTED = $17,777, RECOMMENDED = $0
- ~~Marketing (Print), $1,000~~
- ~~Marketing (Radio), $1,000~~
- ~~Marketing (Social), $1,000~~
- ~~Entertainment/Attractions/Exhibits/Prize Money, $14,777~~

| | |
|---|---|
| ORGANIZATION: | Historic Murphysburg Preservation, Inc. |
| EVENT: | DICKENSFEST V |
| EVENT DATE: | December 12-14, 2014 |
| EVENT LOCATION: | Historic Murphysburg, Joplin |
| PROJECTED ATTENDANCE: | 10,000 |
| ESTIMATED # OF ROOM NIGHTS: | 40 |
| ESTIMATED # OF DAY TRIPPERS: | 9,000 (also with Holiday Experience) |
| TARGET AUDIENCE: | Families, couples, tourists, artists, school groups, seniors |
| MARKET ORIGIN OF ATTENDEES: | 4 States Region and Beyond |
| AMOUNT REQUESTED: | $19,250 |
| PORTION OF BUDGET: | 49% |
| FUNDS REQUESTED FOR: | Petting Zoo Exhibit, $1,350<br>~~Horse/Carriage & Train Ride, $1,500~~<br>Marketing (Poster Printing and Facebook), $3,000<br>Entertainment Performers/Shows, $6,500<br>Interactive Theatrical Entertainment, $1,000<br>~~Tents/Stages/Sound Production/Misc. Supplies, $1,000~~<br>Facility Rentals – Scottish Rite Cathedral ~~& John Wise House, $4,900~~ ($1,290) |
| FUNDING HISTORY: | FY14 S.E. Grant - $13,540<br>FY13 S.E. Grant - $19,400<br>FY12 S.E. Grant - $20,000<br>FY11 S.E. Grant - $12,500 |
| SOCIAL MEDIA PROGRAM: | Facebook & Web Site |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 78.9/100<br>Board Recommendation: $13,140 |

| | |
|---|---|
| ORGANIZATION: | MSSU Diversity Committee |
| EVENT: | MARTIN LUTHER KING DAY OF SERVICE |
| EVENT DATE: | January October 20-25, 2015 |
| EVENT LOCATION: | MSSU Campus & Community Projects |
| PROJECTED ATTENDANCE: | 200-300 with 250 @ Breakfast |
| ESTIMATED # OF ROOM NIGHTS: | 5-10 |
| ESTIMATED # OF DAY TRIPPERS: | 100-150 |
| TARGET AUDIENCE: | Local, Tulsa, Springfield, NW AR |
| MARKET ORIGIN OF ATTENDEES: | Student, Faculty, and Community |
| AMOUNT REQUESTED: | $4,500 |
| PORTION OF BUDGET: | 44% |
| FUNDS REQUESTED FOR: | Speakers Fee, $1,800<br>Marketing & Publicity, $2,700 |
| FUNDING HISTORY: | JCVB supported in FY14 @ $3,200 |
| SOCIAL MEDIA PROGRAM: | |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 78.5/100<br>Board Recommendation: $4,500 |

| | |
|---|---|
| ORGANIZATION: | George A. Spiva Center for the Arts |
| EVENT: | PHOTOSPIVA 2015 |
| EVENT DATE: | March 7 – May 3, 2015 |
| EVENT LOCATION: | Spiva Center for the Arts |
| PROJECTED ATTENDANCE: | 2,000 |
| ESTIMATED # OF ROOM NIGHTS: | 10-15 |
| ESTIMATED # OF DAY TRIPPERS: | 150 |
| TARGET AUDIENCE: | All ages, social-economic backgrounds and interests |
| MARKET ORIGIN OF ATTENDEES: | Kansas City, Springfield, Tulsa, Kansas, NW Arkansas |
| AMOUNT REQUESTED: | $19,348.40 |
| PORTION OF BUDGET: | 35% |
| FUNDS REQUESTED FOR: | Marketing (Placed Ads), ~~$10,680~~ ($10,000)<br>Marketing (Print), ~~$2,893.40~~ ($2,000)<br>~~Misc. Support, $2,200~~<br>~~Web Site Update, $980~~<br>~~Juror Related Expenses, $2,595~~ |
| FUNDING HISTORY: | FY14 S.E. Grant - $14,860<br>FY13 S.E. Grant - $18,019.12<br>FY12 S.E. Grant - $7,500<br>FY11 S.E. Grant - $7,500<br>FY10 C.E. Grant - $2,500 |
| SOCIAL MEDIA PROGRAM: | Facebook and Web Site |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 81.5/100<br>Board Recommendation: $12,000 |

| | |
|---|---|
| ORGANIZATION: | Active Lifestyle Events |
| EVENT: | JOPLIN MEMORIAL HALF |
| EVENT DATE: | May 15-16, 2015 |
| EVENT LOCATION: | Joplin (Half-Marathon and 5K) |
| PROJECTED ATTENDANCE: | 2,600 |
| ESTIMATED # OF ROOM NIGHTS: | 200 |
| ESTIMATED # OF DAY TRIPPERS: | 780 |
| TARGET AUDIENCE: | Half Marathon running community |
| MARKET ORIGIN OF ATTENDEES: | Runners from 28 states, Washington DC and 1 foreign country participated in 2014. |
| AMOUNT REQUESTED: | $20,000 |
| PORTION OF BUDGET: | 11.6% |
| FUNDS REQUESTED FOR: | Marketing (Print), $4,500<br>Marketing (Electronic-*Facebook & Constant Contact*), $1,000<br>Chip Timing, $8,500<br>~~Awards, $3,500~~<br>~~Racer ID (Bibs), $2,500~~ |
| FUNDING HISTORY: | FY14 S.E. Grant - $20,000<br>FY13 S.E. Grant - $19,500<br>FY12 S.E. Grant - $20,000<br>FY11 S.E. Grant - $10,000 (as Boomtown Run)<br>FY10 S.E. Grant - $10,000 (as Boomtown Run)<br>FY09 S.E. Grant - $10,567 (as Boomtown Run) |
| SOCIAL MEDIA PROGRAM: | Facebook and Web Site |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 89.2/100<br>Board Recommendation: $14,000 |

| | |
|---|---|
| ORGANIZATION: | Rufus Racing, LLC |
| EVENT: | SUMMER ROUNDUP TRIATHLON |
| EVENT DATE: | June 27-28, 2015 |
| EVENT LOCATION: | Scroggs Lake (near Jasper) |
| PROJECTED ATTENDANCE: | 350 racers, 400 spectators |
| ESTIMATED # OF ROOM NIGHTS: | 100 |
| ESTIMATED # OF DAY TRIPPERS: | 400 |
| TARGET AUDIENCE: | Triathlon Athletes |
| MARKET ORIGIN OF ATTENDEES: | CA, TX, DE, WY, GA, IL, OK, KS, MO , AR, WI, IA, FL, OH, FL, TN, CO, NM, NY, NV, NE |
| AMOUNT REQUESTED: | $20,000 |
| PORTION OF BUDGET: | Approximately 30% |
| FUNDS REQUESTED FOR: | Marketing (Print), $7,600<br>Marketing (Facebook), $400<br>~~Web Site, $3,000~~<br>~~Chip Timing, $2,000~~<br>~~Racer ID (bibs, caps, numbers), $1,500~~<br>~~Family Activities (inflatables), $500~~<br>Awards and Prizes, ~~$5,000~~ ($4,000) |
| FUNDING HISTORY: | FY14 S.E. Grant - $12,500<br>FY13 S.E. Grant - $12,625<br>FY12 S.E. Grant - $7,500<br>FY11 S.E. Grant - $7,500<br>FY10 C.E. Grant - $2,500 |
| SOCIAL MEDIA PROGRAM: | Facebook |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | USA Triathlon Sanctioned.<br><br>Scored Avg 82.2/100<br>Board Recommendation: $12,000 |

| | |
|---|---|
| ORGANIZATION: | Wildcat Glades Conservation & Audubon Center |
| EVENT: | SHOAL CREEK WATER FESTIVAL |
| EVENT DATE: | August 8, 2015 |
| EVENT LOCATION: | Wildcat Park |
| PROJECTED ATTENDANCE: | 2,100 |
| ESTIMATED # OF ROOM NIGHTS: | 100 |
| ESTIMATED # OF DAY TRIPPERS: | 2,000 |
| TARGET AUDIENCE: | General, with emphasis on families, water/nature and cardboard boat racers. |
| MARKET ORIGIN OF ATTENDEES: | Four states region |
| AMOUNT REQUESTED: | $16,295 |
| PORTION OF BUDGET: | 97% |
| FUNDS REQUESTED FOR: | ~~Marketing (Billboards), $3,000~~<br>~~Marketing (Ad Placement), $4,570~~<br>~~Marketing (TV, Cable), $75~~<br>Marketing (Online), ~~$1,600~~ ($1,000)<br>~~Marketing (Print), $450~~<br>~~Entertainment, $1,050~~<br>Prize Money, ~~$3,650~~ ($3,000)<br>~~Rental Equipment, $6,936~~ |
| FUNDING HISTORY: | FY14 S.E. Grant - $10,020<br>FY10 C.E. Grant - $5,000 |
| SOCIAL MEDIA PROGRAM: | |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 69.5/100<br>Board Recommendation: $4,000 |

| | |
|---|---|
| ORGANIZATION: | Joplin Disc Golf Club |
| EVENT: | 10TH ANNUAL FOUR STATES OPEN |
| EVENT DATE: | September 18-20, 2015 |
| EVENT LOCATION: | McClelland Park, Joplin & Morse Park, Neosho |
| PROJECTED ATTENDANCE: | 270 |
| ESTIMATED # OF ROOM NIGHTS: | 100 |
| ESTIMATED # OF DAY TRIPPERS: | 50 |
| TARGET AUDIENCE: | Disc Golf enthusiast |
| MARKET ORIGIN OF ATTENDEES: | Joplin, Tulsa, Texas, St Louis, Illinois (professional tour level as well). |
| AMOUNT REQUESTED: | $20,000 |
| PORTION OF BUDGET: | 60.66% |
| FUNDS REQUESTED FOR: | ~~Marketing (Magazine), $700~~<br>~~Marketing (Facebook), $500~~<br>Prize Money, ~~$15,800~~ ($14,800)<br>~~Web Design/Maintenance, $1,500~~<br>~~Reception Venue, $500 x2 + Band, $500= $1,500~~ |
| FUNDING HISTORY: | FY14 S.E. Grant - $9,500<br>FY13 S.E. Grant - $13,300<br>FY12 S.E. Grant - $9,750<br>FY11 C.E. Grant - $5,000<br>FY10 C.E. Grant - $3,650 |
| SOCIAL MEDIA PROGRAM: | Facebook |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 78.9/100<br>Board Recommendation: $14,800<br>Solicit JSA Board for $1,000 balance to fully fund |

| | |
|---|---|
| ORGANIZATION: | Four State Trucks – Chrome Shop Mafia |
| EVENT: | GUILTY BY ASSOCIATION – TRUCK SHOW AND CONVOY |
| EVENT DATE: | September 25-26, 2015 |
| EVENT LOCATION: | Joplin, MO (Near Petro Truck Stop and Downtown) |
| PROJECTED ATTENDANCE: | 10,000 – 12,000 (300 trucks) |
| ESTIMATED # OF ROOM NIGHTS: | 920 |
| ESTIMATED # OF DAY TRIPPERS: | 400 |
| TARGET AUDIENCE: | Truckers, clients and the general public. |
| MARKET ORIGIN OF ATTENDEES: | Attracting from the nation-wide client base. Plus local residence are invited to attend. |
| AMOUNT REQUESTED: | $20,000 (total budget $119,000) |
| PORTION OF BUDGET: | 13% |
| FUNDS REQUESTED FOR: | Marketing (Print), $6,100<br>Marketing (Ad Placement), $10,000<br>Downtown Activities, $3,900 |
| FUNDING HISTORY: | 5th year for event<br>FY14 C.E. Grant - $4,500<br>FY13 C.E. Grant - $2,700 |
| SOCIAL MEDIA PROGRAM: | Web & Social |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 95.3/100<br>Board Recommendation: $20,000 |

(Continuation of Green Sheet for Council Bill No. 2014-617 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2015 for special events, festivals and celebrations.)



| | |
|---|---|
| ORGANIZATION: | MSSU Alumni Association |
| EVENT: | MISSOURI SOUTHERN HOMECOMING 2015 |
| EVENT DATE: | October 6-10, 2015 |
| EVENT LOCATION: | MSSU Campus |
| PROJECTED ATTENDANCE: | 5,000 through all events |
| ESTIMATED # OF ROOM NIGHTS: | 50 |
| ESTIMATED # OF DAY TRIPPERS: | 500+ |
| TARGET AUDIENCE: | 5,500 current students, 28,000 alumni and 2,500 friends of MSSU |
| MARKET ORIGIN OF ATTENDEES: | Alumni of MSSU |
| AMOUNT REQUESTED: | $8,677 |
| PORTION OF BUDGET: | 45% of budget is represented by grant request |
| FUNDS REQUESTED FOR: | ~~*Homecoming Save the Date Cards*~~:<br>~~Printing, Labeling, Postage, $2,865~~<br>*Homecoming Invitations*:<br>Printing, Labeling, Postage, $5,273<br>~~*Reunion Save the Date Cards*~~:<br>~~Printing, Labeling, Postage, $244~~<br>*Reunion Invitations Letter*:<br>Printing, Labeling, Postage, ~~$295~~ ($287) |
| FUNDING HISTORY: | FY14 S.E. Grant - $9,580<br>FY 13 S.E. Grant - $3,000<br>FY12 S.E. Grant - $10,330<br>FY11 S.E. Grant - $5,171<br>FY10 S.E. Grant - $7,500<br>FY08 S.E. Grant - $2,000<br>FY07 S.E. Grant - $5,000<br>FY06 S.E. Grant - $5,000 |
| SOCIAL MEDIA PROGRAM: | Yes (Web & Social) |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 85.4/100<br>Board Recommendation: $5,560 |

(Continuation of Green Sheet for Council Bill No. 2014-617 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2015 for special events, festivals and celebrations.)

**10 of 13**

| | |
|---|---|
| ORGANIZATION: | Joplin Festival Company |
| EVENT: | ST PATRICK'S DAY PARADE AND FESTIVAL |
| EVENT DATE: | March 14-17, 2015 |
| EVENT LOCATION: | Downtown Joplin |
| PROJECTED ATTENDANCE: | 9,000 |
| ESTIMATED # OF ROOM NIGHTS: | 75 |
| ESTIMATED # OF DAY TRIPPERS: | 8,000 |
| TARGET AUDIENCE: | Couples, Groups of Singles and Families |
| MARKET ORIGIN OF ATTENDEES: | Local, SW MO, Mid-MO, NW AR, Eastern KS & OK, Springfield |
| AMOUNT REQUESTED: | $16,666 |
| PORTION OF BUDGET: | 49% |
| FUNDS REQUESTED FOR: | ~~Marketing (Print), $1,000~~<br>~~Marketing (Radio), $1,000~~<br>~~Marketing (Social), $1,000~~<br>~~Entertainment/Attractions/Exhibits/Prize Money, $13,666~~ |
| FUNDING HISTORY: | None, new event |
| SOCIAL MEDIA PROGRAM: | Facebook |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 49.6/100<br>Board Recommendation: $0 |

| | |
|---|---|
| ORGANIZATION: | Joplin Festival Company |
| EVENT: | WILD JOPLIN DAYS |
| EVENT DATE: | March 26-28, 2015 |
| EVENT LOCATION: | Downtown Joplin |
| PROJECTED ATTENDANCE: | 8,000 |
| ESTIMATED # OF ROOM NIGHTS: | 55 |
| ESTIMATED # OF DAY TRIPPERS: | 7,000 |
| TARGET AUDIENCE: | Families, Children, Couples, Groups of Singles |
| MARKET ORIGIN OF ATTENDEES: | Local, SW MO, Mid-MO, NW AR, Eastern KS & OK, Springfield |
| AMOUNT REQUESTED: | $18,888 |
| PORTION OF BUDGET: | 49% |
| FUNDS REQUESTED FOR: | ~~Marketing (Print), $1,000~~<br>~~Marketing (Radio), $1,000~~<br>~~Marketing (Social), $1,000~~<br>~~Entertainment/Attractions/Exhibits/Prize Money, $15,888~~ |
| FUNDING HISTORY: | None, new event |
| SOCIAL MEDIA PROGRAM: | Facebook |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 46.9/100<br>Board Recommendation: $0 |

(Continuation of Green Sheet for Council Bill No. 2014-617 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2015 for special events, festivals and celebrations.)



| | |
|---|---|
| ORGANIZATION: | Joplin Festival Company |
| EVENT: | JOPLIN JAZZ IN JUNE FESTIVAL |
| EVENT DATE: | June 18-20, 2015 |
| EVENT LOCATION: | Downtown Joplin |
| PROJECTED ATTENDANCE: | 10,000 |
| ESTIMATED # OF ROOM NIGHTS: | 99 |
| ESTIMATED # OF DAY TRIPPERS: | 9,000 |
| TARGET AUDIENCE: | Professional Individuals/Couples 27-57 |
| MARKET ORIGIN OF ATTENDEES: | Local, SW MO, Mid-MO, NW AR, Eastern KS & OK, Springfield |
| AMOUNT REQUESTED: | $19,999 |
| PORTION OF BUDGET: | 49% |
| FUNDS REQUESTED FOR: | ~~Marketing (Print), $2,000~~<br>~~Marketing (Radio), $2,000~~<br>~~Marketing (Social), $1,000~~<br>~~Entertainment/Attractions/Exhibits/Prize Money, $14,999~~ |
| FUNDING HISTORY: | None, new event |
| SOCIAL MEDIA PROGRAM: | Facebook |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 45.4/100<br>Board Recommendation: $0 |

| | |
|---|---|
| ORGANIZATION: | Joplin Festival Company |
| EVENT: | OKTOBERFEST |
| EVENT DATE: | October 1-3, 2015 |
| EVENT LOCATION: | Downtown Joplin |
| PROJECTED ATTENDANCE: | 9,000 |
| ESTIMATED # OF ROOM NIGHTS: | 75 |
| ESTIMATED # OF DAY TRIPPERS: | 8,000 |
| TARGET AUDIENCE: | Couples, Groups of Singles and Families |
| MARKET ORIGIN OF ATTENDEES: | Local, SW MO, Mid-MO, NW AR, Eastern KS & OK, Springfield |
| AMOUNT REQUESTED: | $19,999 |
| PORTION OF BUDGET: | 49% |
| FUNDS REQUESTED FOR: | ~~Marketing (Print), $1,000~~<br>~~Marketing (Radio), $1,000~~<br>~~Marketing (Social), $1,000~~<br>~~Entertainment/Attractions/Exhibits/Prize Money, $14,777~~ |
| FUNDING HISTORY: | None, new event |
| SOCIAL MEDIA PROGRAM: | Facebook |
| TYPE GRANT REQUEST: | Community Grant: ☐ Special Event Grant ■ |
| CVB STAFF RECOMMENDATION: | |
| SPECIAL INSTRUCTIONS/NOTES: | Scored Avg 50.4/100<br>Board Recommendation: $0 |

COUNCIL BILL NO. 2014-617 ORDINANCE NO.

AN ORDINANCE approving the application of Historic Murphysburg's, DickensFest; MSSU Diversity Committee's, Martin Luther King Day of Service; Spiva Center for the Art's, PhotoSpiva 2015; Active Lifestyles Events', Joplin Memorial Half; Rufus Racing's, Summer Roundup Triathlon Weekend; Wildcat Glades Conservation & Audubon Center's, Shoal Creek Water Festival; Joplin Disc Golf Club's, 10th Annual Four State Open; Four State Trucks/Chrome Shop Mafia's, Guilty By Association, and MSSU Alumni Associations, MSSU Homecoming Celebration for utilization of FY2015 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals or celebrations and other events be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Advisory Board.

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

Section 1. That the Application of Historic Murphysburg's, DickensFest, (December 12-14, 2014) in the amount of Thirteen Thousand, One Hundred and Forty Dollars ($13,140); MSSU Diversity Committee's, Martin Luther King Day of Service (January 19-21, 2015) in the amount of Four Thousand, Five Hundred Dollars ($4,500); Spiva Center for the Art's, PhotoSpiva 2015 (March 7-May 3, 2015) in the amount of Twelve Thousand Dollars ($12,000); Active Lifestyles Events', Joplin Memorial Half (May 15-16, 2015) in the amount of Fourteen Thousand Dollars ($14,000); Rufus Racing's, Summer Roundup Triathlon Weekend (June 27-29, 2015) in

the amount of Twelve Thousand Dollars ($12,000); Wildcat Glades Conservation & Audubon Center's, Shoal Creek Water Festival (August 8, 2015) in the amount of Four Thousand Dollars ($4,000); Joplin Disc Golf Club's, 10th Annual Four State Open (September 18-20, 2015) in the amount of Fourteen Thousand, Eight Hundred Dollars ($14,800); Four State Trucks/Chrome Shop Mafia's, Guilty By Association (September 25-26, 2015) in the amount of Twenty Thousand Dollars ($20,000), and MSSU Alumni Association's, MSSU Homecoming Celebration (October 6-10, 2015) in the amount of Five Thousand, Five Hundred and Sixty Dollars ($5,560), for utilization of FY2015 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Account No. 105-4080-560-7505, to pay the grant amounts awarded.

Leslie Haase, Director of Finance

# NEW BUSINESS