COUNCIL AGENDA
February 1, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Update From Joplin Proud Committee By Terry Wachter

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council

      Request to address Council from Jill Cornell, Executive Director of the Harry S. Truman Coordinating Council – to introduce herself to Council as the Executive Director.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-253
      AN ORDINANCE providing for the vacation of a public street right-of-way located at the northeast corner of Broadway Street and Buchanan Road, in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-253.PDF, COUNCIL BILL 2016-253.PDF, SUPPLEMENTAL CB 2016-253.PDF

   3. COUNCIL BILL NO. 2016-254
      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 1820 South St. Louis Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-254 .PDF, COUNCIL BILL 2016-254.PDF, SUPPLEMENTAL CB 2016-254.PDF

   4. COUNCIL BILL NO. 2016-255
      AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at the southeast corner of 20th Street and Arizona Avenue in the City of Joplin, Jasper County, Missouri.

      Documents: SUMMARY SHEET CB 2016-255.PDF, COUNCIL BILL 2016-255.PDF, SUPPLEMENTAL CB 2016-255.PDF

8. **Consent Agenda**

   1. Minutes Of The January 14, 2016 Special Joplin City Council Meeting

Documents: SPECIAL MTG JANUARY 14 2016 BLASTERS LEASE.PDF

2. Minutes Of The January 19, 2016 Meeting

   Documents: JAN 19 2016.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2016-102
   AN ORDINANCE approving the acceptance of surplus right of way from the State of Missouri by and through the Missouri Highways and Transportation Commission for the extension of 37th Street, authorizing the City Manager to execute the appropriate documents; and containing an emergency clause.

   Documents: CB- 2016-102 ACCEPTANCE OF SURPLUS.PDF, SUMMARY 2016-102 ACCEPTANCE OF SURPLUS PROPERTY.PDF, LOCATION MAP.PDF, QC DEED.PDF

2. COUNCIL BILL NO. 2016-103
   AN ORDINANCE approving a contract for solid waste and single-stream recycling collection, disposal, and processing services for single-family and duplex residential living units, as well as for City owned buildings, facilities, and operations; and dealing generally with the residential trash service established by Ordinance in 2004; and adding City facilities to said contract/agreement; and authorizing the Director of Public Works to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

   Documents: SUMMARY SHEET CB 2016-103 .PDF, AGREEMENT ATTACH A CB 2016-103.PDF, EXHIBIT A - CB 2016-103.PDF, EXHIBIT B - CB 2016-103.PDF, EXHIBIT C - CB 2016-103.PDF, SELECTION COMM TAB CB 2016-103.PDF, COUNCIL BILL 2016-103.PDF

3. COUNCIL BILL NO. 2016-104
   AN ORDINANCE approving an agreement for Anderson Engineering for Two Hundred Sixty Seven Thousand Seven and no/100 Dollars ($267,007.00) for Engineering Services Associated with continued design of infrastructure projects in the recovery area and containing an emergency clause.

   Documents: SUMMARY_AND-DR2-PAP3-1WORKAUTHORIZATION.PDF, WORK AUTH PROJECT 2, NON-LMI 1.21.16 W EXHIBITS AS SUBMITTED.PDF, CB 2016-104 ANDERSON.PDF

4. COUNCIL BILL NO. 2016-105
   AN ORDINANCE authorization to accept an Agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services by the City of Joplin; and containing an emergency clause.

   Documents: JOPLIN_ATC_AGMT_FFY_2016.PDF, MODOT ATC REIMBURSEMENT GRANT.PDF, CB2016-105.PDF

5. COUNCIL BILL NO. 2016-401
   AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Jasper County Juvenile Detention Center in the amount of Two Hundred Seventy-Nine Thousand Eight Hundred and Forty dollars ($279,840.00) to pay salaries for staff to provide skills training as well as mental health, educational and skill services to juveniles in the City of Joplin

who suffer from conditions related to the May 2011 tornado, authorizing the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri to execute said Agreement; and containing an emergency clause.

Documents: 2016-401 SUMMARY.PDF, CB 2016-401.PDF, JUVENILE_SUB-RECIPIENT AGREEMENT.PDF

6. COUNCIL BILL NO. 2016-402
AN ORDINANCE approving the City of Joplin to execute Change Order Number 2 to Work Authorization Number 2 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche, LLP to provide implementation and administrative activities, not to exceed Two Hundred Forty Eight Thousand Three Hundred and Thirty Eight Dollars ($248,338.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

Documents: 2016-402 - SUMMARY.PDF, CB 2016-402.PDF, JOPLIN DELOITTE WORK AUTHORIZATION 2 CO 2 11 20.PDF

7. COUNCIL BILL NO. 2016-403
AN ORDINANCE approving the City of Joplin to execute Amendment Number 6 to the Professional Services Agreement for Professional Administrative Consulting Services with Deloitte Financial Advisory Services to provide implementation and administrative activities, not to exceed Two Hundred and Forty Two Thousand Dollars ($242,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

Documents: 2016-403 SUMMARY.PDF, CB 2016-403.PDF, COVER LETTER_AMENDMENT 6.PDF

8. COUNCIL BILL NO. 2016-500
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, to adjust appropriations in various funds and containing an emergency clause.

Documents: CB 2016-500 SUMMARY FINAL FY 2015 BUDGET ADJUSTMENT.PDF, CB 2016-500 ORDINANCE BUDGET AMENDMENT FY 2015.PDF, SCHEDULE A FY 2015 YEAR END BUDGET AMENDMENT FINAL.PDF

9. COUNCIL BILL NO. 2016-600
AN ORDINANCE authorizing the City of Joplin to enter into a five year lease agreement with VGM Financial Services, a division of TCF National Bank, for the leasing of golf course equipment to the City of Joplin in the amount of One Hundred Thirty Nine Thousand Eight Hundred Thirty One and 00/100 Dollars ($139,831.00); authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents: CB 2016-600 COJ-KC GOLF AND TURF.PDF, GOLFCOURSEEQUIPAGENDAITEMCB2016__600.PDF, DOC PAC.PDF, ATTACHMENTB.PDF, KGT QUOTE DEC 2015.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-601
Amending the Classification and Pay Plan adopted by Ordinance No. 2012-

173 and authorizing new classification titles for the Parks and Recreation Department.

Documents: CB 2016-601 SUMMARY.PDF, CB 2016-601 COUNCIL BILL.PDF, CB 2016-601 SUPPLEMENTAL.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Discussion On The Waiver Of The Residency Requirement For Police Chief.

    2. NEWS FROM THE PIO

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

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

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

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 1, 2016

Item: COUNCIL BILL NO. 2016-253
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1/11/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 001-16: Northeast Corner of Broadway Street and Buchanan Road – A request for the vacation of a portion of a street easement – Rick Benson.

STAFF SUMMARY:
This site was approved for rezoning at the January 4, 2016 City Council meeting at the recommendation of the Planning and Zoning Commission. There are not any utilities located within this portion of the easement. Before construction, Mr. Benson will also need to submit a preliminary and final plat. The vacation of this easement will not have any detrimental effect on nearby property.

Staff recommends approval of Case 001-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. John Bolte, Small Arrow Engineering, appeared representing Mr. Benson for the vacation of an easement adjoining property that was rezoned last month. Mr. Bolte is requesting the vacation of a small pie-shaped piece at the intersection of Broadway Street and Buchanan Road where Buchanan formerly connected to Broadway. Buchanan has since been redirected and connected onto Patterson Avenue, leaving a small piece of street right-of-way that needs to connect to the duplex development.

Mr. Smith asked if the easement lies on the east side of the roadway, and Mr. Bolte replied on the east side of Patterson and the north side of Broadway where a City trolley stop is located.

Mr. Bolte notified all the utility companies and stated Empire District Electric has an overhead line that parallels along Patterson running north and south. A 50-foot parkway will remain on the east side of Patterson for the Empire District line and the trolley stop. The easement to be vacated contains approximately 3,500 square feet.

Mr. Duncan asked Mr. Bolte if the section that was re-routed is Patterson and Broadway or Buchanan and Broadway. He replied it is now Patterson and Broadway since Buchanan tied back in directly to Patterson to the north of Broadway. The right-of-way to be vacated is actually Buchanan Road right-of-way.

Mr. Ramsour asked if Mr. Benson owns Lot 5, and Mr. Bolte replied yes. All of the property is now contiguous with the property that Mr. Benson has acquired.

Mr. Ramsour stated that normally when a street or alley is vacated, the owners on each side receive half of the easement. He understood Mr. Benson will receive all the easement since he owns the property on both sides. Mr. Bolte stated that is correct.

PUBLIC COMMENT:
None.

P & Z Case 001-16
Rick Benson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-253 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a public street right-of-way located at the northeast corner of Broadway Street and Buchanan Road, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a public street right-of-way located at the northeast corner of Broadway Street and Buchanan Road, in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> ALL THAT PART OF LOT TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK TWENTY-FIVE (25) IN COLLEGE HILL ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT SIXTEEN (16) THENCE N89°19'25"W ALONG THE NORTH LINE OF BROADWAY AVENUE A DISTANCE OF 328.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°19'25"W A DISTANCE OF 1.81 FEET; THENCE N01°53'25"E A DISTANCE OF 84.50 FEET; THENCE S89°21'45"E A DISTANCE OF 20.61 FEET TO A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 64.68 FEET AND A CHORD BEARING AND DISTANCE OF N58°56'10"E, 69.23 FEET; THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 73.05 FEET; THENCE N29°30'18"E A DISTANCE OF 2.42 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BUCHANAN AVENUE; THENCE S21°47'32"W A DISTANCE OF 16.50 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 277.00 FEET AND A CHORD BEARING AND DISTANCE OF S35°26'05"W, 131.02 FEET; THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT A DISTANCE OF 132.27 FEET TO THE POINT OF BEGINNING.EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 3520 SQUARE FEET MORE OR LESS.

Section 2. That this vacation of the portion of the street and utility easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said street and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Z&P Meeting: January 11, 2016
City Council Meeting: February 1, 2016

STAFF PLANNING REPORT

Vacation

CASE 001-16 A request for the vacation of a portion of a street easement

APPLICANT Rick Benson

REPRESENTATIVE Small Arrow Engineering

LOCATION The Northeast corner of Broadway Street and Buchanan Road

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	3600 sq ft

REASON FOR VACATION

Mr. Benson would like a portion of this street easement vacated in order to construct residential duplexes on the site. Without the easement vacation, Mr. Benson would not have enough room to comply with the zoning code's setback requirements.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? No.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? No.

DISCUSSION

This site was approved for rezoning at the January 4, 2016 City Council meeting at the recommendation of the Planning and Zoning Commission. There are not any utilities located within this portion of the easement. Before construction, Mr. Benson will also need to submit a preliminary and final plat. The vacation of this easement will not have any detrimental effect on nearby property.

Staff recommends approval of Case 001-16.

ENCLOSURES

Application

Survey

Concept Sketch

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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.: 2016-001
Filing Fee: $ 350.00
Date Advertised: 12-27-15
Date Notices Sent
Public Hearing Date: 1-11-16

I. Applicant Name: Rick Benson c/o RBC Enterprises Ltd., Inc. Phone: 417.850.1781

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

Address: P.O. Box 2283 Joplin, MO Zip: 64803

Email:
rick@rickbensonconstruction.com

II. Type of vacation requested (check all that apply):

Street Vacation X

Alley Vacation

Utility vacation

Other (Please specify)

III. Legal Description of area requested to be vacated:

That portion of Buchanan Road lying North of Broadway Street, East of Patterson Avenue and South of Relocated Buchanan Road comprising 3600 SF in area (0.08 Acre).

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

1. Private rights will not be injured or endangered by the vacation.

   This portion of Buchanan Road is a remnant remaining from the extension of Broadway Street east to Florida Ave. and the relocation of the northern portion of Buchanan Road now connected to Patterson Ave.

2. The vacation will not cause the public to suffer a loss or inconvenience.

   This segment of Buchanan Road has already been demolished and removed from service with the relocation of the street and connection directly onto Patterson Ave.

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

   RBC Enterprises will incorporate this remnant into a new plat for 7 Duplex units on the adjacent undeveloped parcel. This remnant will provide space to allow for the addition of a new Duplex along the remaining section of Buchanan Road.

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

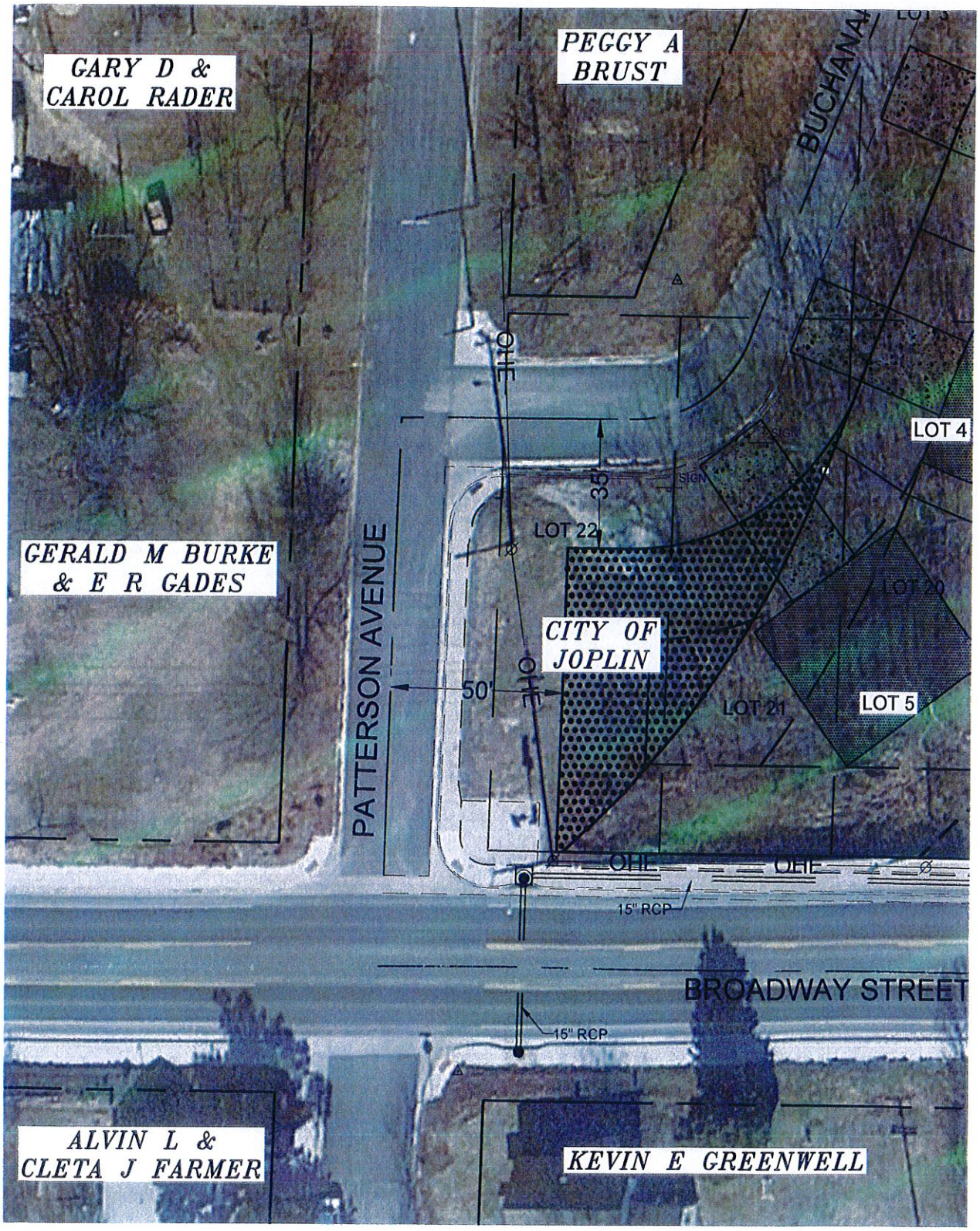
SIGNATURE: _____ DATE: 11/5/2015

BY: Rick Benson

TITLE: President, RBC Enterprises, Ltd., Inc.

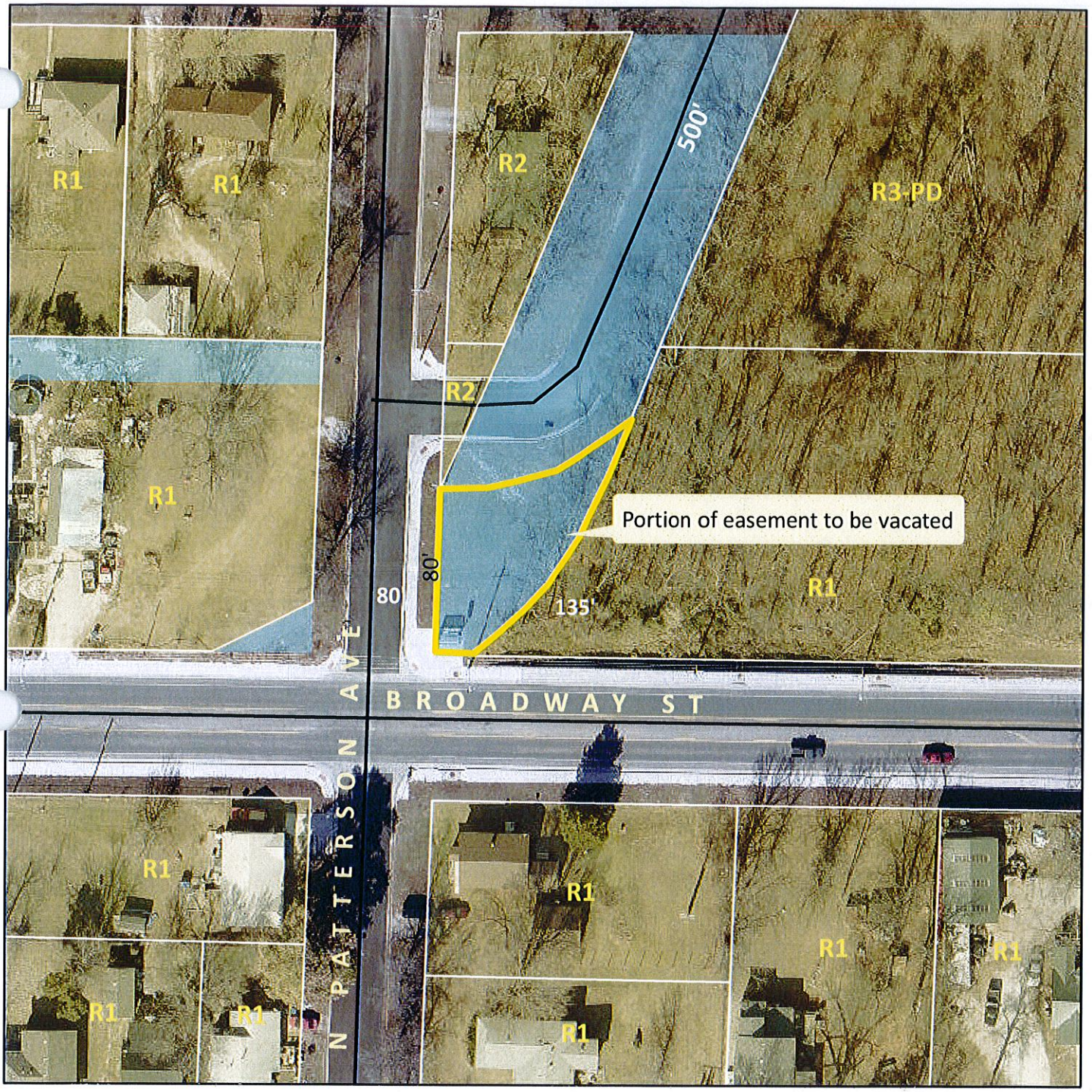
CASE 045-15

STREET VACATION EXHIBIT



FOR: RICK BENSON

SMALL ARROW ENGINEERING, LLC
216 S. MAIN STREET
PO BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
www.smallarrow.com



Case 001-16: Northeast Corner of Broadway St. and Buchanan Rd. - A request to vacate a 3500 sq ft portion of a street right-of-way easement - Rick Benson.

N

Case 001-16: Northeast Corner of Broadway Street and Buchanan Road – A request for the vacation of a portion of a street easement – Rick Benson.

Mr. Smith opened the public hearing for Case 001-16.

Mr. John Bolte, Small Arrow Engineering, 216 South Main Street, Joplin, appeared representing Mr. Benson for the vacation of an easement adjoining property that was rezoned last month. Mr. Bolte is requesting the vacation of a small pie-shaped piece at the intersection of Broadway Street and Buchanan Road where Buchanan formerly connected to Broadway. Buchanan has since been redirected and connected onto Patterson Avenue, leaving a small piece of street right-of-way that needs to connect to the duplex development.

Mr. Smith asked if the easement lies on the east side of the roadway, and Mr. Bolte replied on the east side of Patterson and the north side of Broadway where a City trolley stop is located.

Mr. Bolte notified all the utility companies and stated Empire District Electric has an overhead line that parallels along Patterson running north and south. A 50-foot parkway will remain on the east side of Patterson for the Empire District line and the trolley stop. The easement to be vacated contains approximately 3,500 square feet.

Mr. Duncan asked Mr. Bolte if the section that was re-routed is Patterson and Broadway or Buchanan and Broadway. He replied it is now Patterson and Broadway since Buchanan tied back in directly to Patterson to the north of Broadway. The right-of-way to be vacated is actually Buchanan Road right-of-way.

Mr. Ramsour asked if Mr. Benson owns Lot 5, and Mr. Bolte replied yes. All of the property is now contiguous with the property that Mr. Benson has acquired.

Mr. Ramsour stated that normally when a street or alley is vacated, the owners on each side receive half of the easement. He understood Mr. Benson will receive all the easement since he owns the property on both sides. Mr. Bolte stated that is correct.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 001-16.

MR. DERMOTT MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 001-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ AND MR. EASTMAN BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 1, 2016

Item: COUNCIL BILL NO. 2016-254
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1/11/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 002-16: 1820 South St. Louis Avenue – A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial District) for the construction of a parking lot – People's Bank of Seneca.

STAFF SUMMARY:
This property is a residential lot just off of 20th Street and St. Louis Avenue. 20th Street is one of Joplin's Planned Development Corridors identified during the 2012 comprehensive planning process in which design standards are considered for any new development. Therefore, approving this rezoning also requires a site plan approval.

This corridor is a mixture of low to moderate density residential and commercial development. While there is single family residential to the east, there is also a duplex and commercial development to the west. This zoning change would be appropriate for this commercial corridor.

Staff recommends approval of Case 002-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. John Klute and Mr. Darrin Burr appeared representing People's Bank of Seneca. Mr. Kurt Higgins, Allgeier-Martin and Associates, appeared to speak on behalf of People's Bank regarding a lot north of property they currently owns at 20th Street and St. Louis Avenue.

People's Bank previously purchased three lots along the west side of St. Louis Avenue from 20th Street going north. They had those lots rezoned, with a fourth lot becoming available just to the north of that property. They weren't really sure they needed the fourth lot, but Allgeier-Martin

advised them to purchase that lot. Only a small portion of the lot is being used for parking, with the lot being used mostly for stormwater control, water quality, and a detention basin.

Mr. Higgins visited with Carol Greenlee, the property owner to the north, and showed her the site plan. She expressed concern about having a wall next to her property. She has a six-foot beige vinyl privacy fence along her yard and requested matching her fence instead of erecting a wall.

Mr. Higgins also met with the Joplin Housing Authority, the property owner to the west, who would prefer a landscaped buffer versus a fence or a wall.

Mr. Higgins is meeting all the requirements of the City's Public Works Department regarding traffic control and the three entrances that are proposed. The parking lot was set back much further than what is required to provide space for a future sidewalk and future widening of 20th Street. The front of the bank building will line up with the new commercial building to the east.

Mr. Duncan asked Mr. Higgins if the north driveway is partly on the piece of land being rezoned. He replied the north entrance isn't, but half of the parking aisle is located on the lot.

Mr. Duncan asked about using the same fencing as the homeowner to the north, and using the same landscaping buffer as is being planned adjoining the property owner to the west. Mr. Higgins would actually connect to Ms. Greenlee's fence corner and just extend it on to St. Louis Avenue; however, he understood the City Code doesn't allow a six-foot fence in the front yard.

Mr. Bolander explained that between commercial and residential property, a six-foot fence is allowed, but the area within 15 feet of the front property line must be open to provide for sight distance. He is looking for flexibility to accommodate the adjacent property owners since the new design guidelines ask for a more permanent type of structure such as a wall.

Mr. Duncan asked about approving the request, and Mr. Bolander asked for approval for what meets the intent of the design guidelines adopted by this commission and the City Council.

Mr. Ramsour asked if only the rezoning is being requested at this particular hearing, but Mr. Bolander replied this is part of a planned district with the plan being adopted at this time. For the plan to meet the intent or the requirements of the code, it must be approved. The plan must meet the intent of the code that was adopted by this commission and the City Council.

Mr. Brown asked Mr. Higgins if an entrance from 20th Street was considered. He trying to control access on 20th Street. The City engineers want to limit access on 20th Street, with traffic control is better suited off of St. Louis Avenue versus 20th Street.

Mr. Bolander expressed concern about having too many driveways and access points on 20th Street. It is always better to have a common entrance points instead of having a multitude of driveways if all this property develops commercially in the future.

PUBLIC COMMENT:
Carol Greenlee, 1810 South St. Louis Avenue, Joplin, is not opposed to the rezoning request but had issues regarding buffering and fencing.

P & Z Case 002-16
People's Bank of Seneca
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-254 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 1820 South St. Louis Avenue in the City of Joplin, Jasper County, Missouri.

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

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

BANKER'S THIRD ADDITION BEGINNING 200 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 29; THENCE SOUTH 100 FEET; THENCE EAST 130 FEET; THENCE NORTH 100 FEET; THENCE WEST 130 FEEET TO THE POINT OF BEGINNING, CONTAINING 13,000 SQUARE FEET MORE OF LESS.

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 _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: January 11, 2016
City Council Meeting: February 1, 2016

STAFF PLANNING REPORT
Rezoning

CASE 002-16: A request to rezone from R-1 (Single-Family Residential) and to C-1-PD (Planned Neighborhood Commercial Development).

LOCATION: 1820 South St. Louis Avenue

APPLICANT: People's Bank of Seneca

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 Single-Family Residential	Undeveloped	13,000 sq ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	C-1-PD	R-2-PD
Land Use	Residential	Residential	Undeveloped	Residential Duplexes

FUTURE LAND USE:

The City of Joplin's future land use map classifies this area as Retail/Commercial.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Arterial	70'
St. Louis Avenue	Secondary	60'

UTILITIES: N/A

FLOOD PLAIN: N/A

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

REZONING APPLICATION FORM

RECEIVED 12-3-15

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.: 2016-002
Filing Fee: $ 350.00
Date Advertised: 12-27-15
Date Notices Sent
Public Hearing Date: 1-11-16

APPLICANT: Deron Burr PHONE: (417) 578-9000
ADDRESS: 5034 Highway 43 Joplin, MO ZIP: 64804
OWNER: People's Bank of Seneca PHONE: (417) 578-9000
ADDRESS: 5034 Highway 43 Joplin, MO ZIP: 64804
LOCATION OF PROPERTY: 1820 South St. Louis Avenue
LEGAL DESCRIPTION:
BANKER'S 3RD BEG SW COR LOT 29 N 50' E 130' S 100' W 130' N TO BEG BEING PART LOTS 28 & 29

Present Zoning R1 Requested Zoning: C1-PD Acreage: 0.30
Present Use of Property: Empty Lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential Housing	R1
South	Future Location of Bank	C1-PD
East	Residential Housing	R1
West	Residential Housing	R2-PD

CHARACTER OF THE NEIGHBORHOOD: Residential/ 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: Lot is currently R1 and cannot be used for a parking lot.

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 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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: St. Louis Avenue
2. Classification of Street(s):
   Arterial _____ Collector St. Louis Avenue Local _____
3. Right-of-Way Width: 60'
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: Kurt Higgins DATE: 12-2-15

BY: Kurt Higgins, P.E.

TITLE: Vice President, Allgeier Martin and Assoc., Inc.

RESTRICTED

Currently, this site is zoned R-1 (Single-Family Residential) and cannot accommodate a parking lot without a Special Use Permit or a Zoning District Change.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This property is a residential lot just off of 20th Street and St. Louis Avenue. 20th Street is one of Joplin's Planned Development Corridors identified during the 2012 comprehensive planning process in which design standards are considered for any new development. Therefore, approving this rezoning also requires a site plan approval.

This corridor is a mixture of low to moderate density residential and commercial development. While there is single family residential to the east, there is also a duplex and commercial development to the west. This zoning change would be appropriate for this commercial corridor.

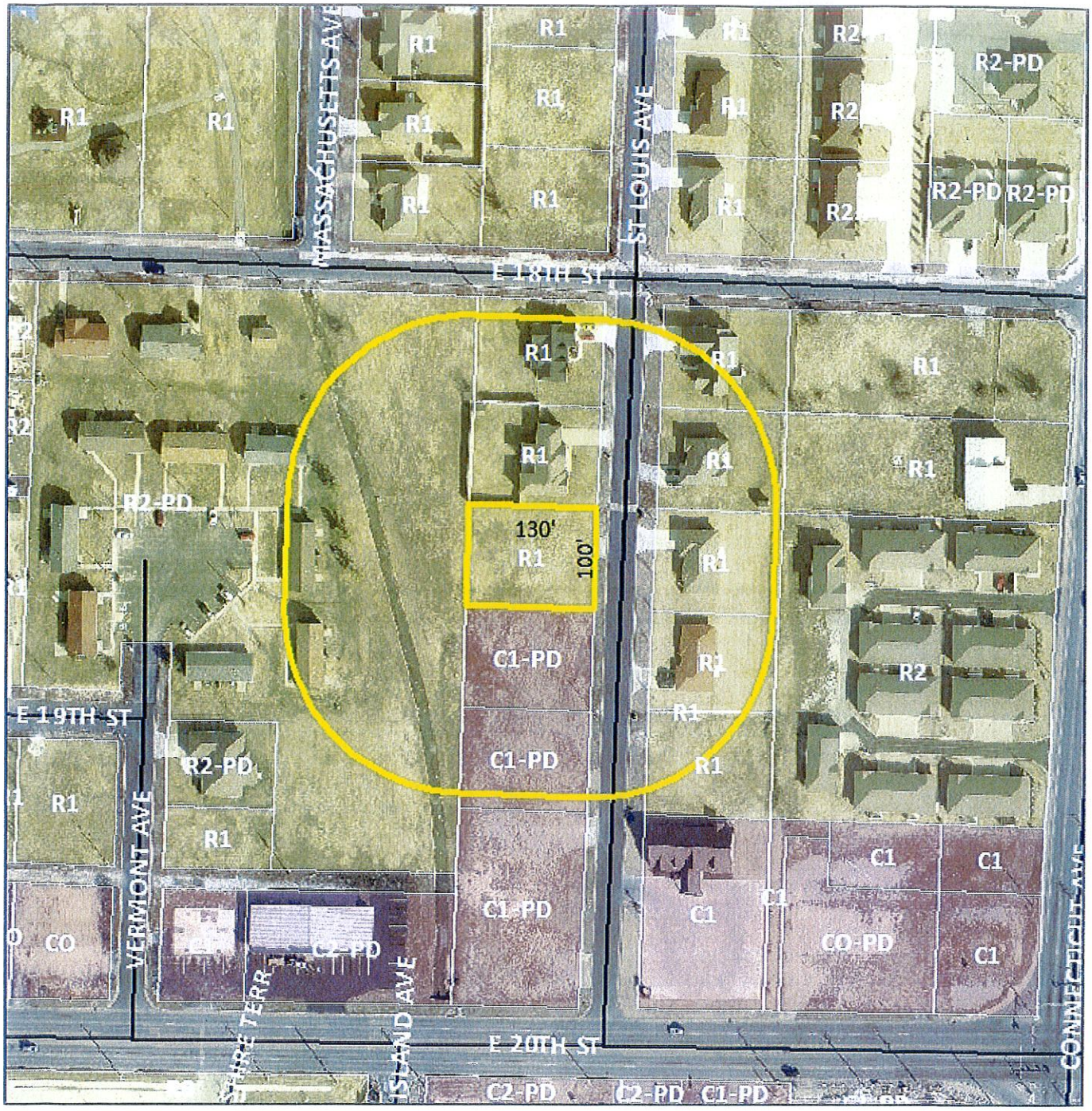
Staff recommends approval of Case 002-16.

ENCLOSURES:

Map

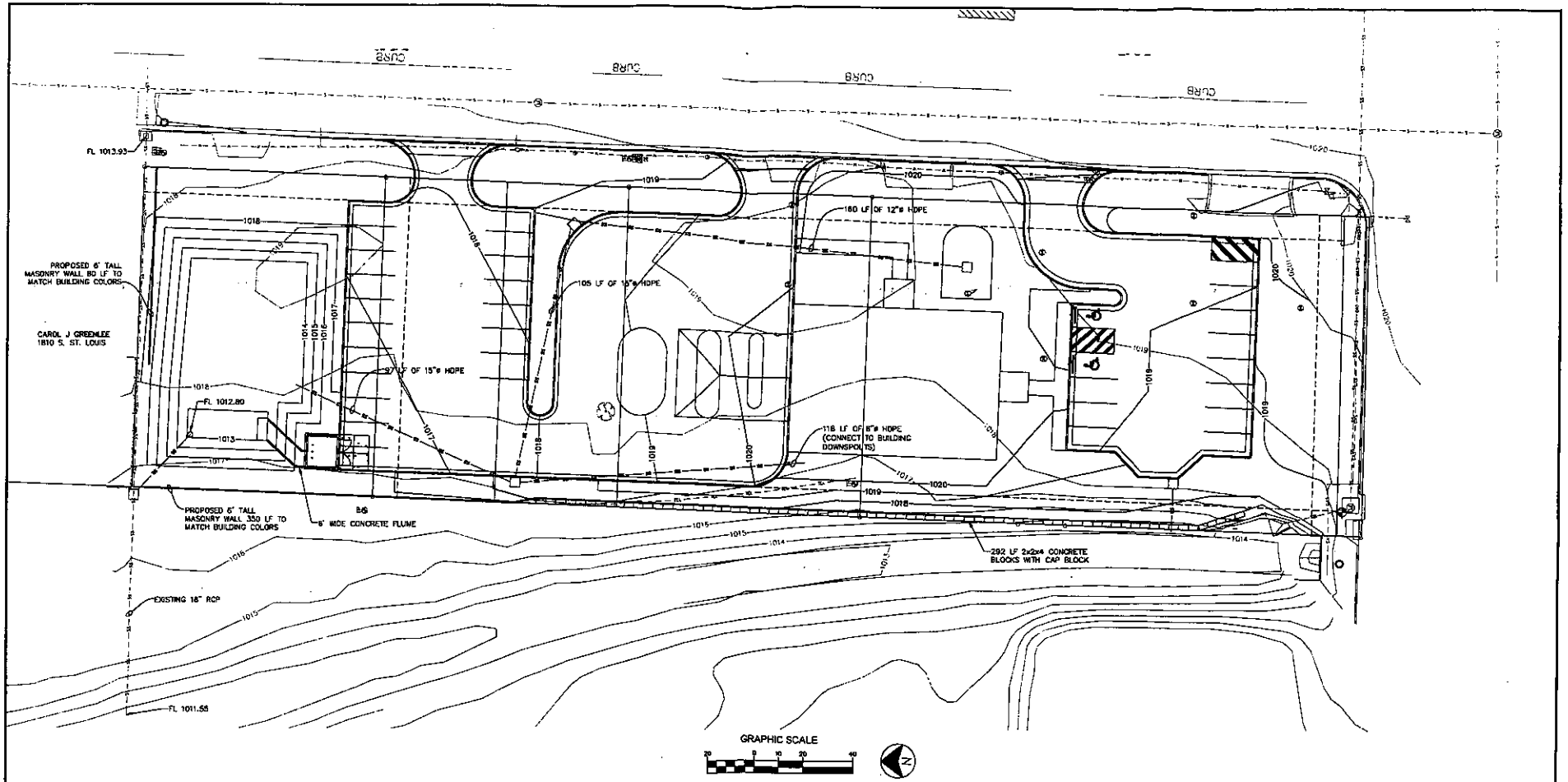
Application

Site Plan



Case 002-16: 1820 South St. Louis Avenue - A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial Development) - People's Bank of Seneca.

N



NOT FOR CONSTRUCTION

Case 002-16

CIVIL ENGINEER: KURT E. HIGGINS
LICENSE NO. E-30041

STATE OF MISSOURI
KURT E. HIGGINS
NUMBER E-30041
REGISTERED PROFESSIONAL ENGINEER

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

CERTIFICATE OF AUTHORITY MISSOURI NO. 000107

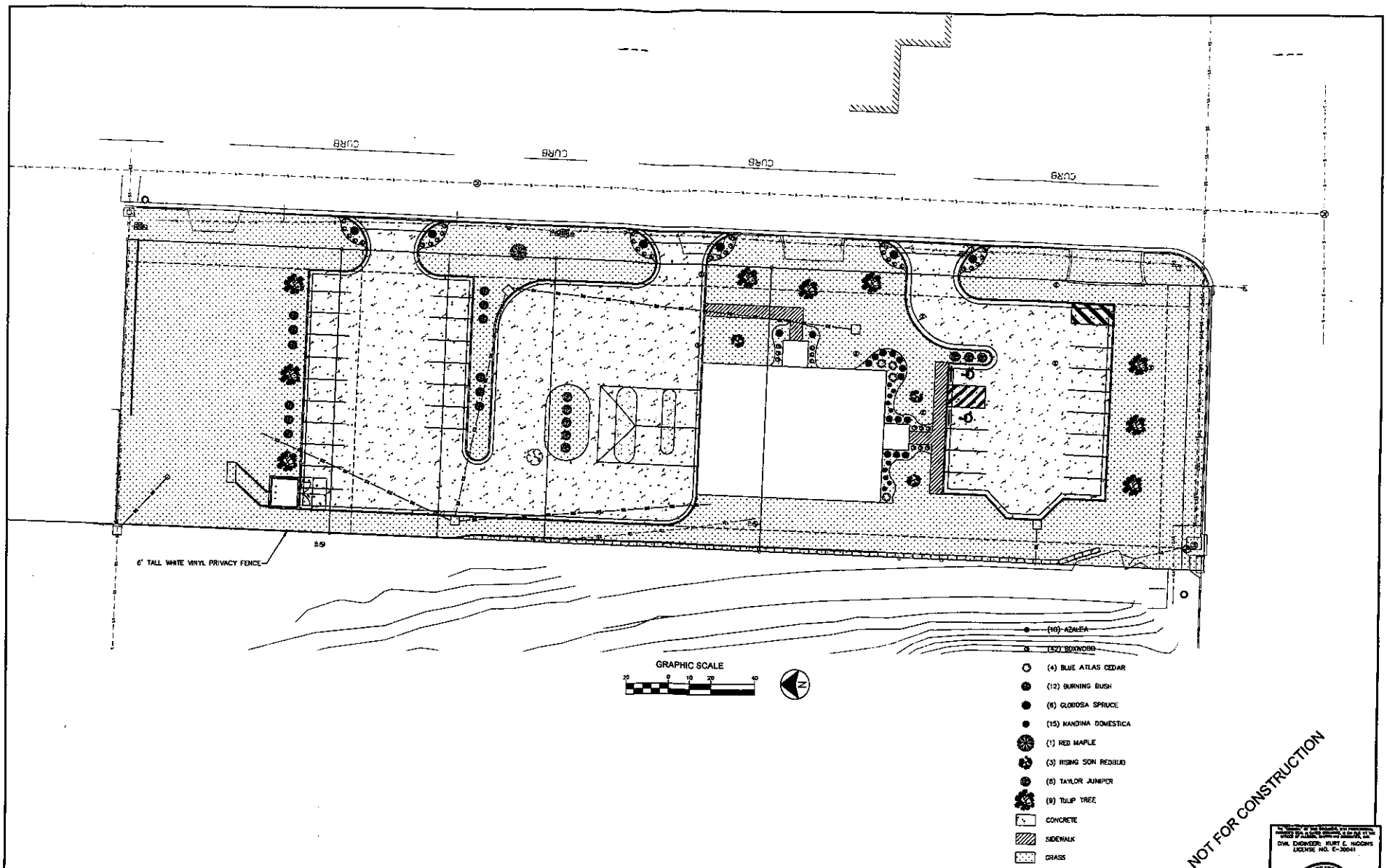
DATE	REVISION

DRN. BY: BRM
CHD. BY: KEH
APPD. BY: KEH
DATE: DEC., 2015

GRADING PLAN
PEOPLE'S BANK OF SENECA
JOPLIN, MISSOURI

DWG. NO. C3

Z:\Joplin MDP\Projects Static of Service\Drawings\20th & St. Louis Site Plan\Drawings\C3-GRADING PLAN.dwg, C3-GRADING PLAN, 12/28/2015 10:55:23 AM, smattock



NOT FOR CONSTRUCTION

Case 002-16

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

CERTIFICATE OF AUTHORITY MISSOURI NO. 000027

DATE	REVISION

DWN. BY: BRM
CHD. BY: KEH
APPD. BY: KEH
DATE: DEC., 2015

LANDSCAPE PLAN
PEOPLE'S BANK OF SENECA
JOPLIN, MISSOURI

DWG. NO. C4

CIVIL ENGINEER: KURT E. HIGGINS
LICENSE NO. E-30041

STATE OF MISSOURI
KURT E. HIGGINS
NUMBER E-30041
PROFESSIONAL ENGINEER

Z:\Joplin MOP\Copies Back of Store\Archive\2015 8 St. Louis Site Plan\Drawings\C4-LANDSCAPE.dwg, C4-LANDSCAPE PLAN, 12/29/2015 11:13:43 AM, smiddick

Case 002-16: 1820 South St. Louis Avenue – A request to rezone from R-1 (Single-Family Residential) to C-1-PD (Planned Neighborhood Commercial District) for the construction of a parking lot – People's Bank of Seneca.

Mr. Smith opened the public hearing for Case 002-16.

Mr. John Klute and Mr. Deron Burr appeared representing People's Bank of Seneca. Mr. Kurt Higgins, Allgeier-Martin and Associates, appeared to speak on behalf of People's Bank regarding a lot north of property they currently owns at 20th Street and St. Louis Avenue.

Mr. Higgins stated People's Bank previously purchased three lots along the west side of St. Louis Avenue from 20th Street going north. They had those lots rezoned, with a fourth lot becoming available just to the north of that property. After doing some preliminary site plan work, they weren't really sure they needed the fourth lot, but Allgeier-Martin advised People's Bank to purchase that lot. Only a small portion of the lot is being used for parking, with the lot being used mostly for stormwater control, water quality, and a detention basin.

Mr. Higgins visited with Carol Greenlee, the property owner to the north, and showed her the site plan and asked her for comments. She stated the City of Joplin has been recently asking commercial properties to erect a wall versus a fence when adjoining residential properties. She expressed concern about having a wall next to her property. She currently has a six-foot beige vinyl privacy fence along her yard and requested matching her fence instead of erecting a wall.

Mr. Higgins also met with the Joplin Housing Authority, the property owner to the west, who would prefer a landscaped buffer versus a fence or a wall.

Mr. Higgins is meeting all the requirements of the City's Public Works Department regarding traffic control and the three entrances that are proposed. The parking lot was set back much further than what is required to provide space for a future sidewalk and the future widening of 20th Street. The front of the bank building will line up with the new commercial building to the east.

Mr. Duncan asked Mr. Higgins if the north driveway is partly on the piece of land being rezoned in this request. He replied the north entrance isn't, but half of the parking aisle is located on the lot.

Mr. Duncan asked about using the same fencing as the homeowner to the north, and using the same landscaping buffer as is being planned adjoining the property owner to the west. Mr. Higgins would actually connect to Ms. Greenlee's fence corner and just extend it on to St. Louis Avenue; however, he understood the City Code doesn't allow a six-foot fence in the front yard.

Mr. Bolander explained that between commercial and residential property, a six-foot fence is allowed, but the area within 15 feet of the front property line must be open to provide for sight distance. He is looking for flexibility in the code to allow a fence since the new design guidelines ask for a more permanent type of structure such as a wall. He is looking for some flexibility to accommodate the adjacent property owners.

Mr. Duncan asked about approving the request, and Mr. Bolander asked for approval for what meets the intent of the design guidelines adopted by this commission and the City Council. Mr. Higgins stated Ms. Greenlee did not like seeing 20th Street and would prefer the fence.

Mr. Duncan asked if Ms. Greenlee's fence does not currently come up to the front, and Mr. Higgins replied her fence stops at the back of the house.

Mr. Ramsour asked if only the rezoning is being requested at this particular hearing, but Mr. Bolander replied this is part of a planned district with the plan being adopted at this time. For the plan to meet the intent or the requirements of the code, it must be approved. He recommended that the plan meet the intent of the code that was adopted by this commission and the City Council. He hopes to find some flexibility to accommodate the adjacent property owners.

Mr. Brown asked Mr. Higgins if an entrance from 20th Street was considered. He replied People's Bank would like to have an entrance from 20th Street, but from an engineering standpoint, he is trying to control access on 20th Street. The City engineers want to limit access on 20th Street, with traffic control is better suited off of St. Louis Avenue versus 20th Street.

Mr. Bolander expressed concern about having too many driveways and access points on 20th Street. It is always better to have a common entrance points instead of having a multitude of driveways if all this property develops commercially in the future. He discussed the conflicts on Range Line Road with the number of driveways.

Mr. Smith asked for comments from the commissioners and the audience. Mr. Higgins introduced Carol Greenlee, the neighbor to the north, who was present in the audience. She is not opposed to the rezoning request but had issues regarding buffering and fencing.

Mr. Smith then closed the public hearing for Case 003-16.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT CASE 002-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL WITH ADJACENT PROPERTY OWNERS BEING ACCOMMODATED WITH REGARD TO BUFFERING, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. CORTEZ AND MR. EASTMAN BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 1, 2016

Item: COUNCIL BILL NO. 2016-255
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 1/11/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "4 in favor, 1 opposed, and 2 absent"

SUMMARY/REQUEST:
Case 003-16: Southeast corner of 20th Street and Arizona Avenue – A request for the vacation of a twenty-foot wide utility easement – Dr. Richard Joseph.

STAFF SUMMARY:
Although this site is currently zoned R-1 (Single-Family Residential), the owner intends to rezone for commercial development. The commercial structure would need to be constructed on top of the current easement. Missouri American Water and Empire Electric Company currently have utilities in this easement but have reached an agreement with the owner for relocation. This site is appropriate for commercial development as a future land use.

This site will need to be rezoned for commercial development before any building permit can be issued.

Staff recommends approval of Case 003-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander received a request to vacate a utility easement to make the property easier to develop. Confirmation has been received from all the utility companies that as long as the utilities can be relocated, they are acceptable to this request.

Mr. Brown asked why this request is being made before a rezoning request is being presented. Mr. Bolander replied either way is fine, but he typically likes to receive the rezoning request first since there is no reason to vacate the easement if the property cannot be rezoned. In this instance, Dr. Joseph has requested that the easement be vacated first before they request rezoning.

Mr. Duncan asked if the easement must be put back together if the rezoning request wasn't approved and the property remains residential. Mr. Bolander stated it would be difficult to build a house that close to 20th Street, with the future land use plan recommending a commercial designation at this location.

Mr. Duncan asked where Dr. Joseph will pick up the utilities from, and Mr. Bolander replied from 20th Street or from Arizona Avenue or Highview Avenue. He thought another easement would be dedicated in the rear of this property to service that commercial development, or the utilities may be extended from 20th Street.

PUBLIC COMMENT:
None.

P & Z Case 003-16
Dr. Richard Joseph
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-255 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at the southeast corner of 20th Street and Arizona 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. That all that part of a 20-foot wide public utility easement located at the southeast corner of 20th Street and Arizona Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

THE WEST TEN (10) FEET OF LOTS NUMBERED ONE (1), TWO (2), AND THREE (3) AND THE EAST TEN (10) FEET OF LOTS NUMBERED THIRTY (30), THIRTY-ONE (31), AND THIRTY-TWO (32) IN KINDRED'S REPLAT, A REPLAT OF A PART OF KINDRED'S SUBDIVISION AND A PART OF KINDRED'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: January 11, 2016
City Council Meeting: February 1, 2016

STAFF PLANNING REPORT

Vacation

CASE 003-16 A request for the vacation of a portion of a 20' utility easement

APPLICANT Dr. Richard Joseph

REPRESENTATIVE Anderson Engineering

LOCATION The Southeast corner of 20th Street and Arizona Avenue

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility	20x265 ft

REASON FOR VACATION

Dr. Richard Joseph would like to vacate this utility easement so that a commercial building can be constructed at this site.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? Yes – water and electricity.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? No.

DISCUSSION

Although this site is currently zoned R-1 (Single-Family Residential), the owner intends to rezone for commercial development. The commercial structure would need to be constructed on top of the current easement. Missouri American Water and Empire Electric Company currently have utilities in this easement but have reached an agreement with the owner for relocation. This site is appropriate for commercial development as a future land use.

This site will need to be rezoned for commercial development before any building permit can be issued.

Staff recommends approval of Case 003-16.

ENCLOSURES

Application

Survey

Concept Sketch

CITY OF JOPLIN

RECEIVED 12-18-15 waiting for Check

APPLICATION FOR VACATION OF STREET OR RESERVATION

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.:
Filing Fee: $ 350.00
Date Advertised: 12-27-15
Date Notices Sent
Public Hearing Date: 1-11-16

I. Applicant Name: Dr. Richard Joseph Phone: 417-782-1500

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

Address: 2001 S. Arizona Ave., 2005 S. Arizona Ave., 2011 S. Arizona Ave., 2002 S. Highview Ave. 2006 S. Highview Ave., 2010 S. Highview Ave. Zip: 64801

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility vacation X

Other (Please specify)_____

III. Legal Description of area requested to be vacated: the West Ten (10) feet of Lots Numbered One (1), Two (2), and Three (3) and the East Ten (10) feet of Lots Numbered Thirty (30), Thirty-one (31), and Thirty-two (32) in Kindred's Replat, a replat of a part of Kindred's Subdivision and a part of Kindred's Second Addition to the City of Joplin, Jasper County, Missouri as per the recorded plat thereof.

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

1. Private rights will not be injured or endangered by the vacation. All lots located within the vacation description are owned by the applicant. Consent of utilities has been agreed to including any removal, replacement, or restructuring of utilities that may affect other private rights.

2. The vacation will not cause the public to suffer a loss or inconvenience. All lots located within the vacation description are owned by the applicant. Consent of utilities has been agreed to including any removal, replacement, or restructuring of utilities that may affect other private rights.

3. In justice to the applicant(s) the vacation should be granted. Vacation will help remove any encumbrance for the development of the site by the applicant.

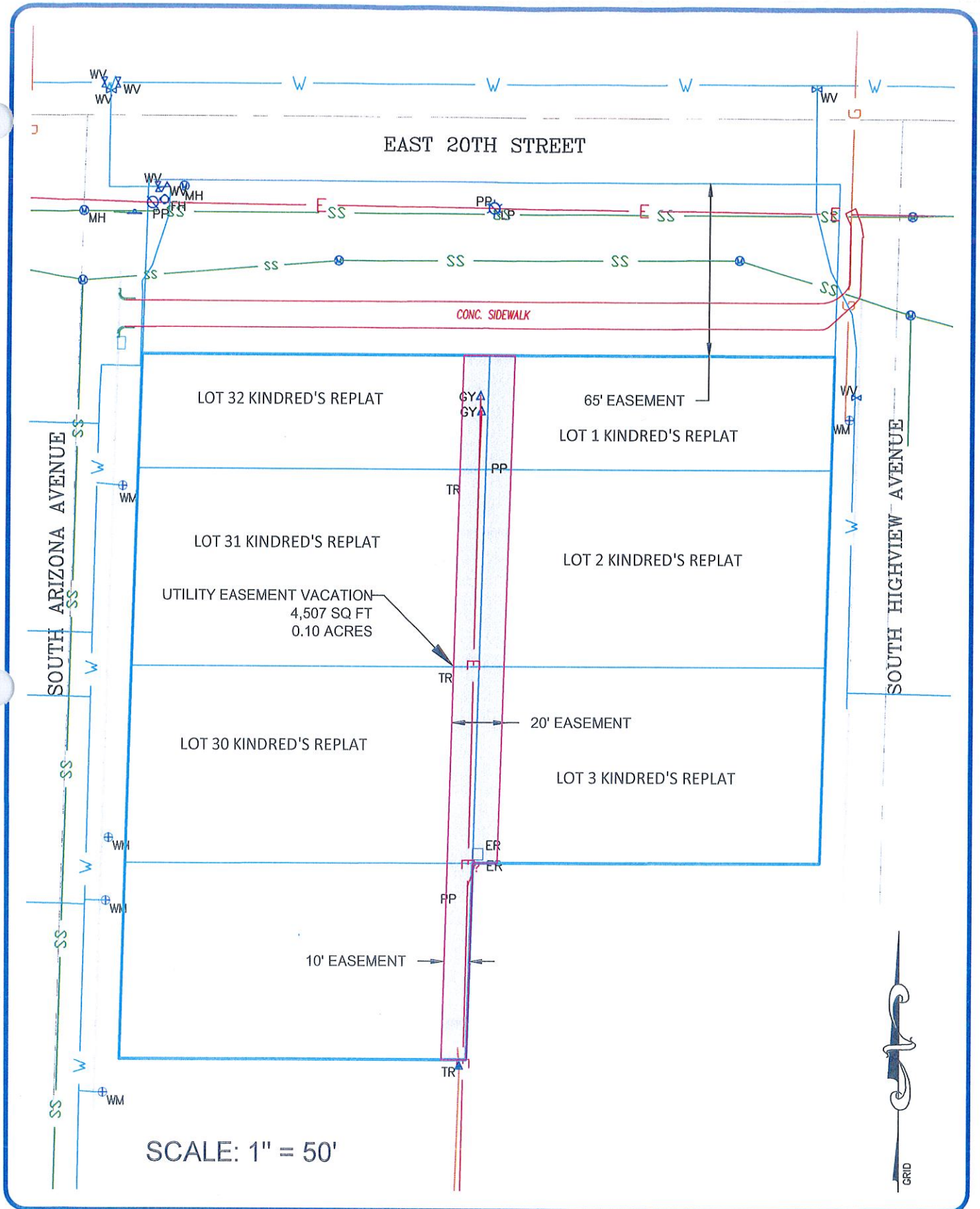
V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation before the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507



DRAWING NUMBER: JOP-100-3831

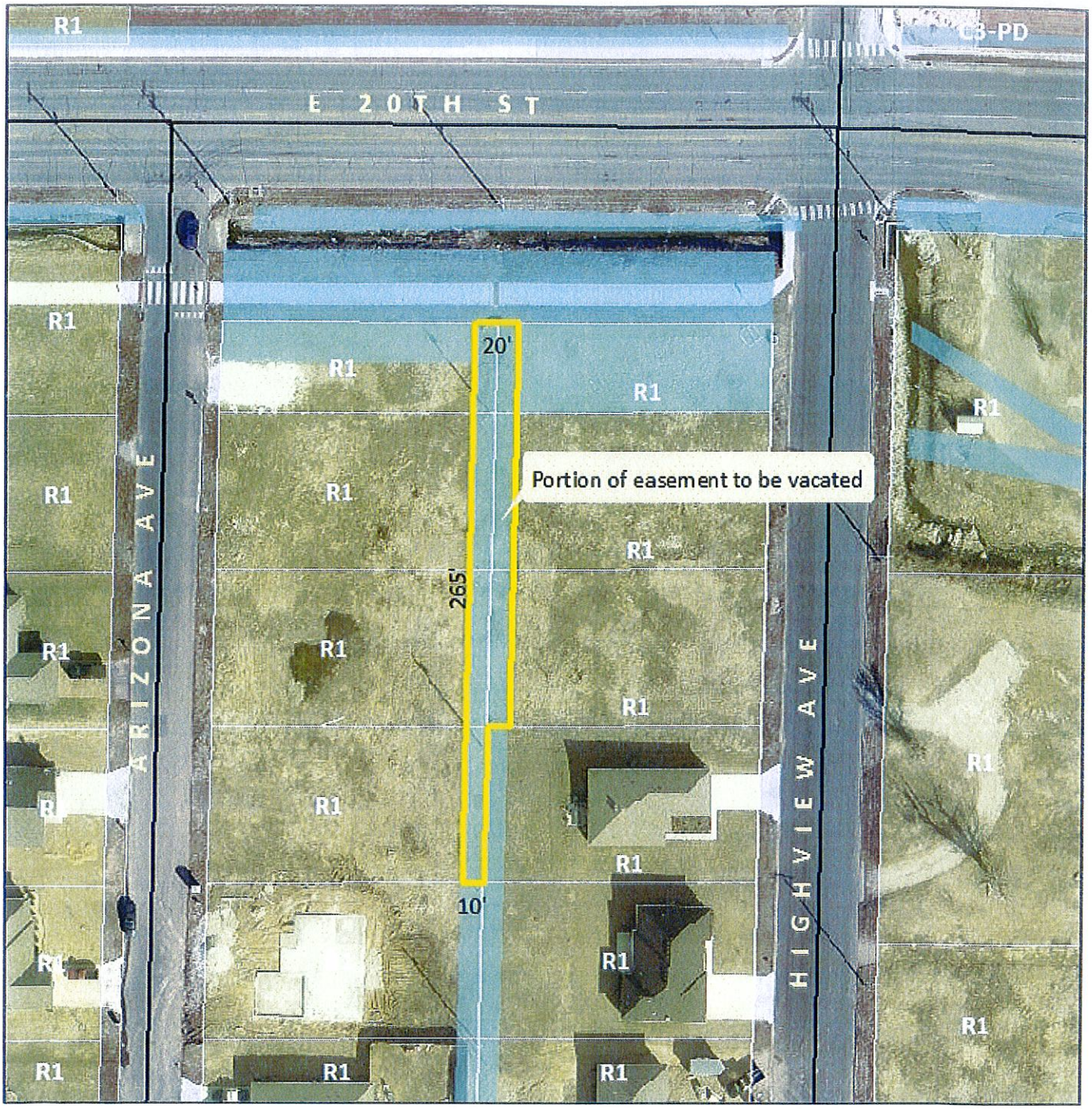
ANDERSON ENGINEERING, INC
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 E. 3RD STREET • JOPLIN, MISSOURI 64801 • PHONE (417) 782-7399

CEDAR TREE MANAGEMENT

EASEMENT VACTATION

20TH STREET & HIGHVIEW AVE.
JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: BG
DATE: MARCH 2015
JOB NUMBER: 70005-15



Case 003-16: Southeast Corner of 20th Street and Arizona Avenue - A request to vacate a portion of a 20' utility easement - Dr. Richard Joseph.

N

Case 003-16: Southeast corner of 20th Street and Arizona Avenue – A request for the vacation of a twenty-foot wide utility easement – Dr. Richard Joseph.

Mr. Smith opened the public hearing for Case 003-16.

Mr. Bolander received a request to vacate a utility easement to make the property easier to develop. Confirmation has been received from all the utility companies that as long as the utilities can be relocated, they are acceptable to this request.

Mr. Brown asked why this request is being made before a rezoning request is being presented. Mr. Bolander replied either way is fine, but he typically likes to receive the rezoning request first since there is no reason to vacate the easement if the property cannot be rezoned. In this instance, Dr. Joseph has requested that the easement be vacated first before they request rezoning.

Mr. Duncan asked if the easement must be put back together if the rezoning request wasn't approved and the property remains residential. Mr. Bolander stated it would be difficult to build a house that close to 20th Street, with the future land use plan recommending a commercial designation at this location.

Mr. Duncan asked where Dr. Joseph will pick up the utilities from, and Mr. Bolander replied from 20th Street or from Arizona Avenue or Highview Avenue. He thought another easement would be dedicated in the rear of this property to service that commercial development, or the utilities may be extended from 20th Street.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 003-16.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT CASE 003-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED ON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; WITH MR. RAMSOUR VOTING "NAY"; AND WITH MR. CORTEZ AND MR. EASTMAN BEING ABSENT (4 IN FAVOR, 1 OPPOSED, AND 2 ABSENT).

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

January 14, 2016

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.
Flag salute was led by Mr. Shaw. Mrs. Hogelin read the invocation.
ROLL CALL: PRESENT: Morris Glaze, Miranda Lewis, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley, Dan McCreary, Melodee Colbert–Kean, Absence: Dr. Rosenberg, 1. Also in attendance were City Attorney Peter Edwards and City Manager Sam Anselm. Motion by Mr. Stanley, Second by Mr. Shaw to excuse Dr. Rosenberg. Voting in favor were Mrs. Lewis, Mr. McCreary, Ms. Colbert-Kean, Mr. Glaze, Mayor Seibert, Mr. Shaw, Mr. Stanley, and Mr. Scearce, 8-0.

City Clerk Barbara Hogelin read 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 p.m. on Thursday, January 14, 2016 at Joplin City Hall, in the 5th floor Council Chambers, 602 S. Main. The purpose of the Special Meeting is for the council to consider leasing Joe Becker Stadium to the Joplin Blasters

Mr. Glaze introduced COUNCIL BILL NO. 2015-628-AN ORDINANCE authorizing the City of Joplin to enter into a Lease Agreement with the Joplin Blasters, LLC for the purpose of leasing Joe Becker Stadium to the Joplin Blasters, LLC; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Shaw to adopt Council Bill No. 2015-628. Council members voting in favor were Mr. McCreary, Ms. Colbert-Kean, Mr. Glaze, Mayor Seibert, Mr. Shaw, and Mr. Stanley, 6. Nays: Scearce: 1. Absent: Dr. Rosenberg: 1. Abstention: Lewis1. The Council Bill was declared adopted and entitled **Ordinance No. 2016-010**.

Mayor Seibert thanked Scott Garrie and his staff for everything they have accomplished at Joe Becker Stadium.

There being no further business to come before council the meeting was adjourned.

Meeting was adjourned at 6:10 pm.

Respectfully submitted,

Barbara L. Hogelin, MMC /MPCC City Clerk

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES January 19, 2016

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Pro Tem Morris Glaze.

INVOCATION - read by Assistant City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America –led by Mayor Pro Tem Glaze.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean (via conference call); Miranda Lewis; Dan McCreary, Benjamin Rosenberg; William Scearce; and Gary Shaw. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent were: Ryan Stanley and Mayor Michael Seibert. Motion by Dr. Rosenberg, Second by Mrs. Lewis to excuse Mr. Stanley and Mayor Seibert. Voting in favor were: Colbert-Kean; Lewis, Glaze, McCreary, Rosenberg and Shaw, 6. Nays: Scearce, 1. Absent: Stanley, Seibert, 2).

PRESENTATIONS
Rizwan Shah (Deloitte Advisor) presented a CDBG-DR Project Schedule Update.

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. Shaw, Second by Mr. Scearce to approve the Consent Agenda. Voting in favor were Colbert-Kean; Lewis, Glaze, McCreary, Rosenberg, Scearce and Shaw, 7. Nays: 0. Absent: Stanley, Seibert, 2.

1. Minutes of the January 4, 2016 Council Meeting

2. Minutes of the January 11, 2016 Special Council Meeting

3. COUNCIL BILL NO. 2016-251-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District M-2 property as described below and located at 8220 East 26th Street in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-011**

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.

4. COUNCIL BILL NO. 2016-252 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 and including in District R-1 property as described below and located at 2930 West 13th Street in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-012**

RESOLUTIONS

ORDINANCES - EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2016-101-AN ORDINANCE authorizing the City of Joplin to enter into a Construction Contract with Sprouls Construction Inc. in the amount of Four Hundred Seventy Nine Thousand One Hundred Four and no/100 Dollars ($479,104.00) for the Street improvements in NID #IV; authorizing the Director of Public Works to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Shaw, Second by Mrs. Lewis that Council Bill No. 2016-101 be approved on an emergency basis. Voting in favor were Colbert-Kean; Lewis, Glaze, McCreary, Rosenberg, Scearce and Shaw, 7. Nays: 0. Absent: Stanley, Seibert, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2016-013.**

Mrs. Lewis introduced COUNCIL BILL NO 2016-356 -AN ORDINANCE approving an agreement by and between the City of Joplin and Anderson Engineering for Library Construction Inspection Services. The contract amount is $83,199.00 (Eighty Three Thousand One Hundred and Ninety-Nine Dollars), and authorizing the City Manager to execute said Agreement; and containing an emergency clause. Motion by Mrs. Lewis, Second by Mr. McCreary that Council Bill No. 2016-356 be approved on an emergency basis. Voting in favor were Colbert-Kean; Lewis, Glaze, McCreary, Rosenberg, Scearce and Shaw, 7. Nays: 0. Absent: Stanley, Seibert, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2016-014**.

Mr. Scearce introduced COUNCIL BILL NO. 2016-400-AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Ozark Center in the amount of One Hundred Ten Thousand dollars ($110,000.00) to pay for salaries and benefits for staff to provide in-patient and out-patient mental health services to children and adults in the City of Joplin who suffer from conditions related to the May 2011 tornado. Motion by Mr. Scearce, Second by Mr. Shaw that Council Bill No. 2016-400 be approved on an emergency basis. Voting in favor were Colbert-Kean; Lewis, Glaze, McCreary, Rosenberg, Scearce and Shaw, 7. Nays: 0. Absent: Stanley, Seibert, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2016-015.**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

Mr. Shaw introduced COUNCIL BILL NO. 2016-250 - 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 R-3-PD property as described below and located at the northeast corner of Broadway Street and Buchanan Road in the City of Joplin, Jasper County, Missouri. Motion by Mr. Shaw, Second by Mr. McCreary that Council Bill No. 2016-250 be placed on Second Reading advanced to Third Reading and passed. Voting in favor were Colbert-Kean; Lewis, Glaze, McCreary, Rosenberg, and Shaw, 6. Nays: Shaw, 1. Absent: Stanley, Seibert, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2016-016**

UNFINISHED BUSINESS

Mr. Scearce commented on the amount of debt owed to the City that the Blasters baseball team incurred during the inaugural season of 2015. Mr. Scearce said he felt the citizens of Joplin need to know that it was more than $12,500 of debt that the City of Joplin forgave of the Blasters. City Manager Sam Anselm stated he had received a check ($25,000) that afternoon from the Blasters, which he turned over to the Finance Director.

NEW BUSINESS:

News from the PIO

The City has initiated a tree survey to learn more about Joplin's current tree inventory and the condition of our community forest in public right-of-ways, including parks, streets, golf course and cemeteries. Each tree will be recorded for its size, species, the GPS coordinates of its physical location, and a hazard assessment, which notes items such as dead limbs, poor structure, the potential failure of a tree, or widow makers (broken limbs in upper branches).Joplin Arborist Mike McDaniel estimates that the inventory will study 6,000 trees on this first phase. Other inventories will be needed to measure all of Joplin's public trees. Funded through a $25,000 Tree Resource Improvement and Maintenance (TRIM) Grant from the Missouri Department of Conservation, the survey is expected to take approximately six weeks. According to McDaniel, "This is the first step in getting a snapshot of the health of our tree canopy and the results will provide an inventory and an assessment about our existing trees. The City will use this data in managing our current trees, as well as planning for the future of our community forest.

Citizens can still sign up for the Citizens Academy to learn more about City Government. The first class of our spring session starts on March 1. This free 11-week course offers an opportunity interact with city staff and officials, tour City facilities and learn how to get involved in their civic community. Interested individuals can apply online at joplinmo.org/citizenapp or pick up an application from the Information Desk in the main lobby of City Hall. Citizens Academy session will be held on Tuesday from 6 p.m. to 8 p.m., beginning March 1 until May 10.

Just a reminder to our driving public – to please slow down as needed during these colder months that bring us winter precipitation. Be sure to allow plenty of following distance. And if you come up on a snow plow, drivers are urged to give ALL plows ample room to work. To check current road conditions, go to MoDOT.org or call 1-888-ASK-MODOT

There being no further business the meeting adjourned at 9:45p.m.

Submitted,

Barbara J. Gollhofer, Assistant City Clerk

COUNCIL BILL NO. 2016-102 ORDINANCE NO.

AN ORDINANCE approving the acceptance of surplus right of way from the State of Missouri by and through the Missouri Highways and Transportation Commission for the extension of 37th Street, authorizing the City Manager to execute the appropriate documents; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the surplus right of way being conveyed from the State of Missouri, by and through the Missouri Highways and Transportation Commission to the City of Joplin, by and the same is hereby accepted.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute the appropriate documents for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2016, by a _____ vote.

_____
Michael L. Siebert, 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: February 1, 2016
Council Bill No. 2016-102

Item: Acceptance of Surplus Right of Way from the State of Missouri
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Quit-Claim Deed
3) Council Bill No. 2016-2016

Department Head: Nicholas A. Heatherly	Date:
Engineering: Dan Salisbury	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Acceptance of Surplus Right of Way for the extension of 37th Street between Main Street and Virginia Avenue from the State of Missouri, acting by and through the Missouri Highways and Transportation Commission.

Background: Ordinances establishing the South Main Street tax increment financing district were approved by the City Council in August 2015. As part of the redevelopment plan, 37th Street will be extended from Virginia Avenue; west to Main Street, in an area of excess state right of way. A request to acquire the right of way was presented to Modot. The State of Missouri, through the Missouri Highways and Transportation Commission has approved the request.

Discussion: Attached is a copy of the Quit-Claim deed. This property will be a donation to the city.

Recommendation: It is recommended that the City of Joplin accept this conveyance of surplus right of way from the State of Missouri.



30 0 15 30

(IN FEET)
1 INCH = 30 FT.

LEGEND

- FOUND IRON PIN
- FOUND PIPE
- SET IRON PIN
- FOUND NAIL IN CONCRETE
- (P) PLATTED
- (M) MEASURED
- (D) DEEDED

DESCRIPTION

ALL THAT PART OF LOT NUMBERED FOURTEEN (14) IN MODOC ACRES, BEING IN THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE S88°49'25"E ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 170.01 FEET TO A POINT ON THE EAST BOUNDARY LINE OF MISSOURI HIGHWAY 43, SAID POINT BEING THE POINT OF BEGINNING;
THENCE N01°51'05"E ALONG SAID EAST BOUNDARY LINE, 50.00 FEET;
THENCE S88°49'25"E, 300.44 FEET TO A POINT ON THE EAST LINE OF SAID LOT FOURTEEN;
THENCE S09°07'51"E ALONG SAID EAST LINE OF LOT FOURTEEN, 50.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT FOURTEEN;
THENCE N88°49'25"W ALONG THE SOUTH LINE OF SAID LOT FOURTEEN, 310.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.4 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTH LINE OF MODOC ACRES SUBDIVISION, SAID LINE BEING ASSUMED AS S88°49'25"E.

SOURCE DOCUMENTS

PLAT BOOK 1, PAGE 120	BOOK 91, PAGE 54
BOOK 181, PAGE 441	BOOK 187, PAGE 304
BOOK 213, PAGE 582	BOOK 222, PAGE 348
BOOK 245, PAGE 467	BOOK 300, PAGE 2112
BOOK 312, PAGE 651	BOOK 334, 1144
BOOK 338, PAGE 60	BOOK 338, PAGE 1161
BOOK 338, PAGE 2589	BOOK 342, PAGE 3389
BOOK 342, PAGE 6330	BOOK 353, PAGE 13203
BOOK 354, PAGE 4722	BOOK 355, PAGE 5923
BOOK 355, PAGE 6307	BOOK 361, PAGE 8097

MISSOURI CERTIFICATE OF AUTHORIZATION NUMBER 000108, EXPIRATION DATE DEC. 31, 2016
SURVEYOR REGISTRATION NO. 2514

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

SURVEY IS NOT VALID WITHOUT ORIGINAL SIGNATURE IN BLUE INK AND EMBOSSED SEAL.

STEVEN G. LEWIS
LS-2514

TRI-STATE ENGINEERING
Professional Engineers & Land Surveyors
702 SOUTH MAIN - JOPLIN, MO 64801
P.O. BOX 1867 - JOPLIN, MO 64802
PH. 417-781-0643 - FAX 417-781-4714
TOLL FREE 1-866-781-0643
www.tristate-engineering.com
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CUSTOMER
FOUR STATE HOMES

SURVEY OF
RIGHT-OF-WAY EXHIBIT PART OF SEC. 23, T27N, R33W
JOPLIN, NEWTON COUNTY, MISSOURI

DATE	JOB NO.	DWN. BY	ACCURACY	REVISED	FILE
4/6/15	14012	DVH	URBAN		13094 BDY TOPO-SP

CCO FORM: RW01
Approved: 6/93 (TLP)
Revised: 08/14 (AR)
Modified:

COUNTY: Newton
ROUTE: 43
PROJECT: U-435(2) & U-73(1)
FED. PROJECT: 37th Street
PARCEL: SW-0210 / 266007

QUITCLAIM DEED

THIS INDENTURE, made this 14 day of December, 2015, between the **State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, (hereinafter, "Grantor") and **City of Joplin, Missouri** (mailing address 602 S. Main Street, Joplin, MO, MO 64801) of the County of Jasper, State Missouri, (hereinafter, "Grantee").

WITNESSETH: In consideration of the payment of the sum of One and no/100----------DOLLARS ($1.00), the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to said parties of the second part, a tract of land, lying situated and being in the County of Newton, State of Missouri, described as follows:

All that part of Lot Numbered Fourteen (14) in MODOC ACRES, being in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 23, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri, described as follows:
Commencing at the Southwest Corner of said Southwest Quarter of the Northwest Quarter, thence S88°49'25"E along the south line of said Southwest Quarter of the Northwest Quarter, 170.01 feet to a point on the East boundary line of Missouri Highway 43, said point being the point of beginning; thence N01°51'05"E along said East boundary line, 50.00 feet; thence S88°49'25"E, 300.44 feet to a point on the East line of said Lot Fourteen; thence S09°07'51"E along said East line of Lot Fourteen, 50.82 feet

to the Southeast Corner of said Lot Fourteen; thence N88°49'25"W along the South line of said Lot Fourteen, 310.12 feet to the point of beginning, containing 0.4 acres, more or less. Subject to any existing easements of restrictions of record.

Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

This conveyance is in the nature of an abandonment of an easement for roadway purposes and, therefore, conveys no possessory interest. It is incumbent upon grantee to seek its own professional opinion as to the resulting state of the title. Purchaser will be responsible for payment of all fees associated with recording the conveyance documents.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first written above.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: _____

Print Name/Title: Stephen R. Miller, Chair

ATTEST:

By: _____

Print Name/Title: Pamela J. Harlan Secretary to the Commission

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI_____)
) ss
COUNTY OF Cole)

On this 14 day of December, 2015, before me appeared Stephen R. Miller personally known to me, who being by me duly sworn, did say that he/she is the Chair of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Stephen R Miller acknowledged said instrument to be the free act and deed of said Commission.

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

Jennifer L Jorgensen
Notary Public

My Commission Expires: July 15, 2019

JENNIFER L. JORGENSEN
Notary Public - Notary Seal
State of Missouri, Cole County
Commission # 15123378
My Commission Expires Jul 15, 2019

CCO Form: RW42
Approved: 10/06 (AR)
Revised: 12/12 (AR)
Modified:

ACCEPTANCE OF CONVEYANCE

The Quit Claim Deed attached above, made on this 14 day of December, 2015 by the State of Missouri, acting by and through the Missouri Highways and Transportation Commission (the "Grantor"), is hereby received and formally accepted by the City of Joplin, Missouri (the "Grantee" of the deed) on this _____ day of _____, 2016.

This Acceptance is executed by the undersigned _____ who is authorized to accept conveyances of easements and real property for the City of Joplin, Missouri.

City of Joplin, Missouri
GRANTEE

By: _____

Print Name/Title: _____

ACKNOWLEDGMENT BY CITY OF JOPLIN, MISSOURI

STATE OF Missouri)
) ss
COUNTY OF _____)

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of Joplin, Missouri and that the foregoing instrument was signed and sealed on behalf of the City of Joplin, Missouri and that he/she acknowledged said instrument to be the free act and deed of the City of Joplin, Missouri and that it was executed for the consideration stated therein and no other.

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

_____
Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

All that part of Lot Numbered Fourteen (14) in MODOC ACRES, being in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 23, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri, described as follows:
Commencing at the Southwest Corner of said Southwest Quarter of the Northwest Quarter, thence S88°49'25"E along the south line of said Southwest Quarter of the Northwest Quarter, 170.01 feet to a point on the East boundary line of Missouri Highway 43, said point being the point of beginning; thence N01°51'05"E along said East boundary line, 50.00 feet; thence S88°49'25"E, 300.44 feet to a point on the East line of said Lot Fourteen; thence S09°07'51"E along said East line of Lot Fourteen, 50.82 feet to the Southeast Corner of said Lot Fourteen; thence N88°49'25"W along the South line of said Lot Fourteen, 310.12 feet to the point of beginning,

Containing 0.4 acres, more or less.

Subject to any existing easements of restrictions of record.



By: _____
Steven G. Lewis, LS-2514

Title: Professional Land Surveyor (Affix Seal)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 1, 2016

Item: COUNCIL BILL NO. 2016-103
Originating Department: PUBLIC WORKS DEPARTMENT

Attachments:
1) Agreement between the City of Joplin and Waste Corporation of Missouri, Inc. – Attachment A
2) Request for Proposals – Exhibit A
3) Proposal of Waste Corporation of Missouri, Inc. – Exhibit B
4) City Facility Pricing Schedule – Exhibit C
5) Selection Committee Evaluation Tabulation
6) Council Bill 2016-103

Department Head:	Nicholas A. Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Recommended Action: Approval of Council Bill 2016-103 between the City of Joplin and Waste Corporation of Missouri, Inc.

Background: On April 1, 2004, the City started the residential trash franchise and signed an agreement with American Disposal, now known as Republic Services. There were many extensions and amendments to the agreement such as price increases and the addition of roll-out carts. The current Republic Services agreement (Ordinance No. 2010-180) will expire on March 31, 2016. Furthermore, on October 1, 2014, the City entered into an agreement with Jordan Disposal for solid waste disposal service for City owned buildings and facilities with that agreement extension (Ordinance No. 2014-168) to expire on March 31, 2016.

Discussion: On December 15, 2015, Proposals were accepted from three solid waste management companies. Scoring and the checking of references were handled by a combination of City Staff and one member of the Solid Waste Advisory Committee. Proposals were analyzed and scored by this selection committee with Waste Corporation of Missouri, Inc. receiving the highest score. Scoring criteria included experience and expertise; understanding of the requirements; planning, implementation, and performing the scope of work; and cost for residential, curbside recycling and providing solid waste collection services for all city facilities.

This Council Bill approves the contract for solid waste collection and disposal services, single-stream curbside recycling collection and processing services from residential single-family and duplex living units, as well as City owned buildings and facilities. For City buildings and

facilities, the City reserves the right to change frequency of hauling, add containers, and or change container sizes throughout the contract period.

Years one and two will have no price increase; in years three, four, and five WCA may request a maximum of a 2% increase; if optional extension is enacted, years six and seven WCA may request a maximum of a 2% increase. If the Consumer Price Index (CPI) for water, sewer, and trash is below a 2% increase over the previous year, the agreement stipulates the monthly cost increase will be equal to the lesser of the maximum of 2% or equal to the CPI for the current year.

For year one of the contract/agreement, starting April 1, 2016, the monthly price for unlimited volume of trash, bulky items, and yard waste service (which will include one 95 gallon roll-out cart) per living unit will be $11.24 PLUS the associated billing and administrative cost incurred by the City. The monthly price for unlimited volume of trash, bulky items, yard waste service, and unlimited volume of optional (subscription) curbside recycling service (which will include one 95 gallon roll-out cart for trash and one roll-out cart for recycling) per living unit will be $15.24 PLUS the associated billing and administrative cost incurred by the City.

All WCA carts and containers will be delivered by WCA or their subcontractors and shall remain the property of WCA throughout the contract. WCA will be responsible to keep carts and containers in proper working condition.

The City of Joplin shall be responsible for the billing and collection (Ordinance No. 2012-188) of solid waste collection and disposal service charges through the monthly residential utility bill. The current billing and administrative fee is $0.55 will be included on the utility bill and will be retained by the City to offset the cost to the City for administrating the residential trash service.

Staff would recommend that the current billing and administrative fee remain unchanged at this time. If adopted the new residential fee structure would be as follows:

	Current Fee	Proposed Fee
Residential Trash Collection Service	$12.85/mth	$11.79
Residential Trash PLUS Curbside Recycling Service	N/A	$15.79

With this new cost structure, the residents will see a reduction of $1.06 per month in their solid waste collection and disposal services.

The billing and administrative fees shall be evaluated bi-annually as part of the normal fee assessment process. The City will wire transfer all collected funds for residential service to WCA once per month. The City will pay WCA once per month for solid waste services for City owned buildings and facilities.

For year one of the contract/agreement, starting April 1, 2016, a basic overview of the monthly price schedule for trash and recycling services at City buildings and facilities is outlined below

and in Exhibit C.

Container Size	Trash Price per Pull	Tipping Fee Per Ton	Recycling Price per Pull
40 CY Roll-Off	$130.00	$44.11	$130.00
30 CY Roll-Off	130.00	44.11	130.00
20 CY Roll-Off	130.00	44.11	130.00
2 CY Dumpster	8.78		6.92
4 CY Dumpster	12.00		9.18
6 CY Dumpster	15.29		11.95
8 CY Dumpster	21.20		15.42
95 Gal Polycart	2.25		1.50

Recommendation: Staff recommends approval of Council Bill 2016-103 on an emergency basis in accordance with Section 2.12 (1) of the Joplin City Charter, in that it is necessary to ensure there is no interruption of the collection of solid waste within the community to preserve the public health therein.

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri
602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY
Waste Corporation of Missouri, Inc.
2120 W. Bennett Street
Springfield, MO 65807
417-851-1900, ext. 1925

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement", "Contract" or "contract") is made and entered into this _____ day of _____, 2016, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main (64801), Joplin, Missouri and Waste Corporation of Missouri, Inc. with its principal office at 2120 W. Bennett St., Springfield, Missouri, hereinafter referred to as the "Company" or the "Contractor."

WITNESSETH:

WHEREAS, the City desires to engage the Company to render certain services hereinafter described in Request For Proposal **Solid Waste Collection Services RFP: #101-2016** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated December 15, 2015, which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has become the lowest and best Proponent for performing the Scope of Work listed in the Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Company as the exclusive provider of residential solid waste collection services within the corporate limits of the City and the Company agrees to perform, in strict accordance with contract documents.

2. The services of the Company shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Company in Exhibit B. The term of the Agreement shall be for the period of five (5) years, with an option of two additional one-year extensions as specified in the contract documents.

3. The City agrees to pay the Company in accordance with the prices and terms set forth in the contract documents and for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Company.

    A. Without limiting or modifying the pricing information contained in the contract documents, as identified in Section 11 of this Agreement, the schedule of prices for City facility collection services are set forth on Exhibit C attached hereto.
    B. The prices for residential and city facility solid waste collection services to be paid to the

Company, as set forth in the Company's proposal, shall remain unchanged for the first two (2) years of the term of this Agreement. Thereafter, such prices shall be automatically adjusted once each year on the anniversary date (April 1st) of this Agreement, and continuing through any and all renewal terms, by 100% of the increase reflected in the most recently published Consumer Price Index-All Urban Consumers, Series CUSR0000SEHG, Water and Sewer and Trash Collection, published by the United States Department of Labor, Bureau of Labor Statistics, for the time period from the last date on which such prices were fixed under this Agreement; provided, however, that any such annual increase in prices may not exceed two percent (2%) per annum. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

C. The prices paid to the Company for year one of this agreement shall be:
    1. Residential Solid Waste Collection Services: $11.24
    2. Residential Solid Waste PLUS Curbside Recycling Services: $15.24

D. The Road Maintenance Fee shall be deducted by the City from the payment to the Company for solid waste collection services provided pursuant to this Agreement, up to but not exceeding the annual cap on such Road Maintenance Fee.

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

5. The Company shall fully coordinate its activities in the performance of the contract with the activities of the City in accordance with the following understandings:

    A. The Company agrees to commence the delivery of trash collection carts to residents starting the week of March 21, 2016.
    B. The Company agrees to make recycling services available to residents who elect to receive such services as early as June 1st, 2016 but no later than six (6) months of the date on which the Company is awarded this contract.
    C. The Company and the City agree that it is in the best interests of the City and its residents to maximize the utilization of recycling services and agree to work together to promote the availability and introduction of recycling services through such sources as mutually agreed upon by the City and the Company, including local media outlets, the City's website, informational brochures and community events.
    D. The Company shall provide weekly notification to the City of each resident who requested during the prior week to commence or discontinue the provision of recycling services to such resident, which changes in service shall be reflected on each monthly bill to the affected resident.

6. The Company represents that Company will secure at Company's own expense, all personnel required to perform the services called for under this contract by Company. All such personnel of the Company shall not be employees of or have any contractual relationship with the City except as employees of the Company. All of the services required hereunder will be performed by the Company or under Company's direct supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City. The Company represents and agrees to secure and provide, at its own expense, all waste collection trucks and other equipment necessary to perform the waste collection services under this contract. The Company further represents and agrees that not less than four (4) waste collection trucks will be dedicated to performing the waste collection services for the City pursuant to this contract and, if necessary to perform the services under this contract, the Company agrees to dedicate additional waste collection trucks to providing such services to the City, its residents and commercial establishments.

7. **Termination:** If, through any cause, the Company shall fail to fulfill in timely and proper manner Company's obligations under this contract, or if the Company shall violate any of the covenants, agreements, or stipulations of this contract, and the Company has not corrected or remedied the failure or violation within ten (10) days of written notice thereof from the City, the City shall thereupon have the right to terminate this contract by giving written notice to the Company of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City acknowledges that the Company will make a significant capital investment in the equipment and other resources required to perform its services under this contract and, therefore, the City's right to terminate this contract shall be limited to the Company's failure to correct and remedy any failure or violation for which it is furnished notice in accordance with this Section 7. In the event of such termination, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Company shall, at the option of the City become its property. The Company shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Company.

8. **Assignment:** The Company shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, which consent shall not be unreasonably withheld. Provided, however, that claims for money due or to become due to the Company from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Reports and Data:** Any reports, data, or similar information given to or prepared or assembled by the Company under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Company without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Company and processed through the City. Upon request by the City, the Company shall

provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City and the Company shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto, (3) the proposal, as accepted, submitted in response to the Request for Proposal, (4) Exhibit C, City facility collection services, attached hereto and (5) all other Exhibits attached hereto. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Company's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Company, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Company's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Company is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall suspend without notice at the end of the fiscal period for which funds are appropriated. In such event, the term of the contract shall be abated and resumed as of the next fiscal period for which funds have been appropriated for the provision of solid waste collection services to residential units and City facilities within the City.

13. **Substitutions:** The Company agrees and understands that the City obligations under the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Company's proposal. Therefore, the Company agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Company further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor’s activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the

Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. The Company shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Companies:** If the Company is a foreign corporation or non-resident Company, it is agreed that the Company shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    B. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

18. **Covenants:** Company covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Company further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Company's Responsibility for Subcontractors**: It is further agreed that Company shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Company shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Company by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Company the same power regarding termination of any subcontract as the City may exercise over Company under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. **Insurance:** Without limiting any of the other obligations or liabilities of the Company, the Company shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City, which approval shall not be unreasonably withheld. The Company has provided the City with the insurance coverage information required by this Section 20, including carrier information, policy amounts and deductibles and the City approves and accepts such insurance coverage, subject to the Company's compliance with the terms and provisions set forth in this Section 20. Regardless of such approval, it shall be the responsibility of the Company to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Company to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

B. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,577.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Company agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Company, its employees, officers or agents. Company

agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

C. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

21. **Liability and Indemnity:**

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor. In full satisfaction of

any liability or obligation to indemnify the City for any actual or alleged damages caused by the Contractor to any public streets, roadways or other surface areas, except for those caused by the Contractor's negligence or for accidents for which the Contractor is determined to be at fault, the Contractor agrees to pay to the City a road maintenance fee of $0.75 per residential service location per month (the "Road Maintenance Fee"), which Road Maintenance Fee shall not exceed, in the aggregate, $150,000.00 per annum during the term of this Agreement. In consideration of the Road Maintenance Fee, the City releases and waives any claims it may have or make for any damage to public streets, roadways or other surface areas resulting from the Contractor's performance of the services under this contract. However, this release and waiver shall not apply to damages that are caused by Contractor's negligent acts or omissions, for accidents for which the Contractor is determined to be at fault and any other liability other than what is specifically excepted herein. The Road Maintenance Fee shall not be owed or due to the City from any residential service location that has not paid the Contractor for its monthly services. Any damage to public streets, roadways or other surface areas caused the Contractor's negligent acts or omissions, for accidents for which the Contractor is determined to be at fault and any other liability other than what is specifically excepted herein, shall be covered by Contractor and Contractor's insurance in accordance with this contract and the indemnification provisions of this Section 21B.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each

subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

23. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

24. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

25. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

27. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Joplin, 602 S. Main, Joplin, Missouri, 64801, attn.: Director of Public Works, and the Company at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and, as applicable, seals the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly
Director of Public Works

COMPANY

WASTE CORPORATION OF MISSOURI, INC.

By: _____
Signature
Name: _____
Print or type
Title: _____

DEPARTMENT CERTIFICATION:
This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.
Check One __X__yes _____no

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2016

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of single family residential solid waste and recycling of all materials collected from a residential curbside collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: 3:00 P.M., CDST, Monday, December 7, 2015

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: Nicholas A. Heatherly **Email:** nheather@joplinmo.org

Phone: 417-624-0820, ext 500 **Fax:** 417-625-4738

The complete Request For Proposal document can be secured by contacting the owner representative listed above.

A MANDATORY pre-proposal meeting shall be held on November 11, 2015 at 3:00 PM CDST in the 5th floor study of City Hall, 602 S. Main, Joplin, Missouri.

Proposals will be received by the City of Joplin at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Proponent's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Proponents are strongly encouraged to carefully read the entire Request for Proposal.

October 25, 2015 Issue Date

CITY OF JOPLIN, MISSOURI

STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSALS**

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Firm fixed prices shall be bid and include all labor, equipment, materials, and resources to provide the services desired by the City.

C. Unless otherwise indicated proposals may be held for one hundred twenty (120) days from proposal opening for the purpose of reviewing results and investigating qualifications of the Proponents prior to making an award. The City reserves the right to waive irregularities and accept or reject any or all proposals submitted.

2. **MANDATORY PRE-PROPOSAL CONFERENCE**

A. A **mandatory** pre-proposal conference is scheduled for **3:00 PM, CDST, November 11, 2015 in the 5th floor City Council Study of Joplin City Hall located at 602 S. Main, Joplin, Missouri**. All Proponents interested in submitting a proposal **MUST** attend the pre-proposal conference. Proposals received from Proponents who have not had a representative register on the attendance list at the pre-proposal conference will not be considered.

3. **SUBMISSION OF PROPOSALS**

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the City of Joplin Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit (Bid Bond); and (6) be delivered to the City of Joplin and officially logged in no later than the exact time and date specified on the Request For Proposal. Proposals submitted after the time specified will not be opened and returned to the Respondent.

B. Proposals shall be delivered or mailed to:

City of Joplin
602 S. Main
Joplin, MO 64801

Attn: Director of Public Works

C. The sealed envelope or container containing all required copies of the proposal should be clearly marked on the outside of the envelope with the following information:

Name of Proposer: _____
Contact Person:_____
Address of Proposer:_____
Telephone Number of Proposer:_____
Email Contact:_____

D. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

4. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

5. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, email, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

6. **AWARDS**

A. As the best interest of the City may require, the right is reserved to make the award; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

B. Award will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

C. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

7. **OPEN COMPETITION**

A. It is the intent and purpose of the City of Joplin that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the City of Joplin if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received in writing by the City of Joplin at least ten (10) days prior to the Request for Proposal closing date and time. The Proposer may submit a written notification after the proposal closing provided sufficient time is permitted for a thorough review by the City of Joplin and its decision will be final.

B. The successful Proponent is permitted to compete with other solid waste collection vendors to provide services for any non-residential unit.

8. **BID PROTESTS**

A. Any actual or prospective bidder, offerer, or contractor, who is aggrieved in connection with the solicitation of bids or the award of a contract, may protest to the Director of Finance of the City of Joplin. The protestee shall present, in writing, the basis upon which the solicitation or award is contested, and, such protest must be presented within ten (10) calendar days after the bid opening. Compliance with this bid protest procedure shall be a condition precedent to any legal action.

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS

A. **PROPOSAL SECURITY AND EVIDENCE OF INSURANCE:**
As a security, each Proposal must be accompanied by a Bid Bond by a recognized Surety Company similar to a U.S. Government Standard Form Bid Bond or a certified check of the Proponent, drawn on a responsible bank, in the amount equal to Ten Thousand ($10,000.00) Dollars. Said security is subject to forfeiture to the City in the event the successful Proponent fails to enter into an acceptable agreement to do the work within the terms specified in the Proposal.

B. **INSURANCE :** The successful Proponent shall at all time during the term of the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for the policy limits acceptable to the City prior to the commencement of work hereunder. The successful Proponent agrees to furnish the City with certificates of insurance satisfactory to the City, and such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

B.1 The successful Proponent (and any sub-contractor(s) thereto) shall provide a new certificate, by no later than January 30 of each succeeding year to reflect the requirements of the Missouri Register pursuant to Section 537.610, RSMo.

C. **EFFECTIVE DATE AND TERM:** The contract resulting from this RFP shall be effective upon the execution of the Contract, and performances of such Contract shall begin April 1, 2016. The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide cost proposals for a five (5) year contract with the option of extending the contract for an additional two one-year extensions that provides the City with the best overall responsive, responsible and lowest cost to the residential customers in the City of Joplin.

D. **DISPOSAL SITES:** Disposal sites to be used by the successful Proponent must operate in accordance with 10 CSR 80.3 if located within the State of Missouri, as amended, and the Regulations Governing Solid Waste Disposal Areas, as prepared by the State of Missouri Department of Natural Resources; or if the successful Proponent uses disposal sites outside the State of Missouri, said disposal site(s) shall be operated in accordance with all State and local rules and regulations. The selected Proponent shall provide a copy of the disposal site license and insurance certificates of each disposal site prior to execution of any agreement resulting from this RFP. If, for any reason, the successful Proponent decides to change the disposal sites during the term of the agreement, the City shall be given notice at least thirty (30) working days of such change and a copy of the disposal site license and insurance certificates of each new disposal site shall be provided to the City prior to any change in disposal sites being authorized. The City shall be given the right to inspect and audit the landfill, recycling and/or processing facilities, and any such facility as the successful Proponent shall control.

E. **RESPONSIBILITY FOR PERMITS:** The successful Proponent agrees to assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of materials under the terms of the Contract. Copies of all permits and licenses will be provided to the City prior to execution of any agreement resulting from this RFP. The successful Proponent further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, and save the City from any violations therefrom.

F. **COMPLIANCE WITH APPLICABLE LAWS:** The successful Proponent shall conduct operations under this Contract in compliance with all applicable Local, State or Federal laws; provided, however, that the General Specifications shall govern the obligations of the successful Proponent where there exists conflicting ordinances of the City on the subject.

G. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract resulting from this RFP shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Proponent without City's written consent or any attempted assignment without such consent shall be void.

H. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. *This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.*

b. *This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.*

I. **PERFORMANCE BONDS:** The successful Proponent will be required to furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract.

I.1 The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

J. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

DEFINITIONS

For the purpose of this Request for Proposal (RFP), the following words and phrases shall be interpreted as follows:

a) Bulky Trash – shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, furniture, televisions, toilets, pool heaters, water softeners, mattresses, microwave ovens, pianos, dry carpet, construction and demolition debris in small quantity, i.e. no more than one (1) cubic yard, bath tubs, sinks, bicycles, and other similar domestic household goods and furniture and shall not be commingled with Yard or Vegetative waste. There shall be no weight limit for any item of Bulky Trash.

Non-acceptable bulky trash includes, but not limited to, motor oil, appliances, railroad ties, lead acid batteries, contractor's waste, water heaters, business or commercial waste, chemicals, hazardous materials, carpet that has been allowed to get wet, tires, construction and demolition debris that is not in small quantity and is unsuitable for loading into a packer/rear loader trash truck.

b) Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding lengths of forty-eight inches (48") and cannot exceed fifty (50) pounds in weight.

c) City - The City of Joplin.

d) Co-mingled Recyclable Materials – A mixture of Recyclable Materials that have been set apart from refuse so that they can be recycled.

e) Construction Debris - Waste building materials, including but not limited to, asphalt, wood, nails, shingles, siding, plumbing fixtures, counter tops, etc., resulting from construction, remodeling, repair or demolition operations. That amount of such associated with small remodeling projects, including but not limited to such items as sinks, toilets, and small amounts of ceiling tiles, carpet, flooring materials, wood nails, screws, siding, roofing shingles, etc. shall be considered waste materials incidental to occupancy and maintenance of a Residential Unit, and shall be accepted by the successful Proponent as a normal generation of refuse from households.

f) Container/Cart - A receptacle on wheels, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a hinged lid capable of preventing the elements, animals and rodents from accessing the container/cart.

g) Contract - A written document containing the Agreement, Request for Proposals, Instructions to Proponents, successful Proponent's Proposal, General Specifications, Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the successful Proponent.

h) Contractor - The person, partnership or corporation performing Residential Solid Waste and Curbside Recycling Collection and Disposal, and collection and disposal of solid waste and recycled materials from all City facilities, under contract with the City.

i) Curbside Collection - The collection of residential solid waste, including Bulky Items, Garbage, Refuse, Yard and/or Vegetative waste, Recyclables, etc. which have been placed for pickup in an appropriate container, at the side of a public or private road or alley adjacent to the abutting private property. Collection shall include the pickup, removal, transportation, processing, sorting, recycling, and disposal of said items. A valet service for those residents that are disabled/handicapped shall be considered as a curbside collection service.

j) Garbage - All wastes resulting from the handling, preparation, cooking and consumption of food; storage and sale of produce; disposable fruits from residential fruit trees; and normal household waste and trash, except as otherwise excluded.

k) Household Hazardous Waste – Any household waste excluded from regulation as hazardous waste by 40 CFR 261.4(b)(l) but otherwise meets the definition of hazardous waste in paragraph (2)(H)3 of 10 CSR 25-3.260 of the Missouri Code of State Regulations. Household hazardous waste includes but not is limited to pathological waste, infectious waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Environmental Regulation or by any future legislative action or by federal, state or local law.

l) Landfill - A solid waste disposal area for which a permit is required and has been issued under the authority of the State, as amended, that receives solid waste for ultimate disposal in or upon land.

m) Materials Recycling Facility (MRF) – Also sometimes referred to as a Materials Recovery Facility, shall mean facility(ies) operated or managed for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for re-use or sale.

n) Municipality - A local government jurisdiction

o) Owner (or City) - The City of Joplin

p) Producer - An occupant of a Residential Unit who generates Residential Solid Waste.

q) Recyclable Materials – Materials that have been set aside from refuse so that they can be recycled.

u) Refuse - A mixture of Residential Solid Waste and Bulky Items, Construction Debris, Garbage, Recyclables, Yard and Vegetative Waste, Rubbish and other such items generated by a Residential Unit, unless the Contract otherwise requires.

r) Residential Solid Waste - A mixture of Bulky Items, Construction Debris, Garbage, Recyclables, Yard and Vegetative Waste, Refuse and Rubbish and other such items generated by a Residential Unit. Residential Solid Waste does not include human body waste, liquid waste, or any other material that has been identified by State or Federal regulation to be unsuitable for disposal in an approved solid waste disposal facility.

s) Residential Unit - A dwelling unit located in the City of Joplin occupied by a person or group of persons comprising not more than one (1) family. A Residential Unit shall be deemed occupied when potable water services are being supplied thereto, either by a commercial water supply company or by a private well system. Residential Units shall include single family dwellings and duplexes, but shall not include mobile home or trailer parks, apartment buildings and complexes, townhouses or other multiple family areas, or any commercial, industrial or office facility.

t) Rubbish - Miscellaneous solid waste material resulting from housekeeping, including but not limited to packing boxes, cartons, packing materials, excelsior, paper, magazines, ashes, bottles, glassware, dishes, rubber, rags, wood, leather, small automobile parts (except batteries), floor sweepings, and the like. It may also further include Bulky Items and other material incidental to occupancy and maintenance of a Residential Unit.

u) Scope of Work or The Work - The furnishing of all labor, materials, equipment, vehicles and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by a Contract resulting from this RFP.

v) Yard or Vegetative Waste - Common yard waste such as lawn clippings, leaves, grass, flower stems, tree and shrub trimmings, etc. collected curbside for disposal or processing into humus or compost. Yard Waste does not include branches exceeding four (4) inches in diameter or root balls of trees and shrubs.

v.1) The City currently provides a fall leaf pickup program with city forces. This program provides for the collection of leaves brought to the curb by the property owner/tenant during the fall leaf season only. All other acceptable yard waste generated by the residential units shall be collected and disposed of by the successful Proponent.

w) Unit Price - The monthly cost per Residential Unit to provide the Scope of Work described in this RFP.

1.0 SCOPE OF WORK

1.1 PURPOSE: The City of Joplin desires to enter into an exclusive franchise agreement with a qualified firm to provide solid waste collection and disposal and curbside recycling services to all single family residential dwellings within its current and future corporate limits.

1.2 BACKGROUND: The City has an existing residential solid waste curbside collection agreement that is scheduled to terminate on March 31, 2016. The City desires to offer its citizens a continuation of existing collection and disposal services (or a modification thereto) plus additional services that are not contained within the existing agreement. A summary of existing service is as follows:

Current Services:

All residential waste is collected once/week and is disposed of at licensed disposal facilities. It is a co-mingled waste stream, inclusive of all residential waste (as defined herein).

The City currently provides all billing and collection services related to solid waste collection. Under the current contract, the Company is paid only what is collected from the customers. The Company absorbs any "bad debt" that is unable to be collected. The billing is a part of the monthly sanitary sewer billing program.

The current number of Residential Units serviced in the City is approximately 17,000. The City does not assure the accuracy of the number of Residential Units and the successful Proponent is encouraged to evaluate with their own methodologies.

The City currently subsidizes the disposal of bulky trash and yard waste that is delivered directly to a local transfer station by the residents of the City. The City intends to continue this service by way of a separate contract with one or more transfer stations.

The City provides a fall leaf collection service with city forces. This is typically a 45 to 60 day program that allows the community to consolidate all leaves to the curb where City forces will collect and dispose of the yard waste that is collected.

The City currently provides periodic access to city owned property for residents to bring tree and limb debris from localized wind and ice storms.

All waste from City owned facilities is collected through a separate contract; and all office/mixed paper/cardboard from city facilities is collected by another separate agreement.

The City currently operates a recycling drop-off center for patrons wishing to utilize the facility. The facility will accept:

- Cans, aluminum and tin/steel, all metal and bi-metals
- Plastics, #1 & #2 containers with necks
- Corrugated Cardboard and Paperboard
- Newspapers (with inserts)
- Magazines, Catalogs, Telephone Directories, Books, Junk Mail & Office Paper
- Glass bottles, jugs & jars (lids removed)

- Clean Packing Peanuts, Bubble Wrap
- Cooking Oil (Fats, Oils and Grease (FOG)
- Electronic Waste (computers, televisions, etc)
- All Batteries
- Household Hazardous Chemicals

New and/or Modified Services (General Overview):

At a minimum, the City desires to continue to provide a similar to equal level of service to the residential customers and provide all residential units the option of having curbside recycling. Curbside recycling service shall be made available to all residential units, but it will be at the option of the customer as to whether they will utilize that service. The City also desires to have the successful Proponent extend curbside recycling services to non-residential customers if requested by the non-residential customer.

The City intends to continue providing the subsidy for delivery of bulky trash and yard waste to the local transfer station.

All non-residential users may seek to contract with the successful Proponent for curbside waste collection and curbside recycling services independent of this agreement, but they are not required to do so. Curbside collection for non-residential users may only be done under separate contract between the customer and a third party contractor and shall not be considered as a part of the City's Contract. The successful Proponent is permitted to compete with other vendors to provide solid waste collection services to all non-residential users.

The City will be including the collection of all solid waste from city facilities as a part of any agreement resulting from this RFP, in lieu of a separate and independent contract as is currently in place. In addition, the City desires to have the successful Proponent provide appropriate recycling services for City Facilities. The City will pay the successful Proponent for the services provided in accordance to the schedule of fees and expenses itemized in the Proposal and in accordance with the terms and conditions of payment included in the agreement.

1.3 REQUIREMENTS: The minimum level of service to be provided shall be:

1. Once-per-week collection and disposal of all residential solid waste
   a) Each Proponent shall stipulate as part of their proposal how each residential unit is to prepare their residential solid waste and recyclables for collection; i.e. all mixed into a single container, two containers, three containers, bundles, bio-degradable bags, etc..
   b) Each Proponent shall stipulate as part of their proposal how all bulky item pick-ups must be prepared; i.e. pre-scheduling with individual residential units, provisions for regular scheduled pick-up days,
   c) Each Proponent shall stipulate as part of their proposal how Yard Waste will be prepared, collected, disposed of, or processed.

2. Once-per-week collection and delivery of all recyclables to an approved processing and/or Material Recovery Facility.
   a) Each Proponent shall stipulate as part of their proposal the materials to be collected as part of the curbside recycling service. The proposal shall include a detailed description of the container(s), if any, to be provided; any preparatory effort required by the customer;

b) All Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the successful Proponent resulting from the sale of the Recyclable Materials.

c) Recyclable Materials collected as part of the curbside collection service shall not be deposited in a landfill or waste incinerator. The City may terminate this Agreement if the Contractor fails to comply with the requirement to properly process all collected Recyclable Materials.

d) The City expects the successful Proponent to collect both the residential solid waste and the recyclables on the same day within any specific route.

e) Curbside Recycling services DO NOT have to begin on April 1, 2016. The successful Proponent will be permitted to have up to a maximum of six (6) months to have this element of the required services in full operation.

f) The City expects the successful Proponent to collect, at a minimum, the following co-mingled recyclables:
   - Metal Cans (ferrous and non-ferrous)
   - Cardboard, fiberboard, etc.
   - Newspapers with inserts
   - Mixed paper (magazines, telephone directories, office paper, etc)
   - #1 & #2 Plastic bottles

3. Provision of all container(s)/cart(s), bio-degradable bags, etc. to each residential unit necessary for the containment of all residential solid waste and recyclables. Proponent shall stipulate in their proposal the type, size, number, etc. of containers, carts, bags, etc. they will provide to the residential units to accomplish the objective of collecting and disposing of all residential solid waste and recyclables. All containers shall be of a uniform color, may be either new or used, and recycling containers shall be easily identifiable with either a different colored lid or be a completely different color than the solid waste container. All costs for all containers/carts shall be included in the monthly fee quoted by the Proponent in the Schedule of Fees and Expenses.

4. Valet service to those residential units in which ALL occupants of the residence have physical impairments due to age or disability that would prohibit them from being able to place and remove their waste and/or recycling container(s)/cart(s) from the curbside or adjacent alley. The successful Proponent shall make arrangements with these residential units to accommodate the collection and return of their waste and/or recycling container(s)/cart(s), to include collecting said waste and/or recyclables at the door of the residence, in lieu of requiring them to place their container(s)/cart(s) at curbside or in the adjacent alley. The successful Proponent may require verification of the physical impairment and in no case shall the successful Proponent be required to go inside any residence to complete the collection of the solid waste and/or recyclables. If there is a dispute as to whether a resident qualifies as physically impaired due to age or disability, the successful Proponent may require verification of the physical impairment from a medical professional. As of 7/30/15 there are between 300 and 325 customers that meet the standards for valet service.

5. Collection of all City Facility waste as outlined in Appendix A, and as may be amended during the term of the contract. The successful Proponent shall furnish and service, dumpsters of adequate capacity at the locations identified in Appendix A, and to any facility that may be added to the inventory during the term of the contract. The City shall stipulate the specific day of the week the collections shall be made at each location. This is a separate bid item and is

not a part of the requested proposal price for residential solid waste collection and disposal. The cost of this service shall be paid by the City in accordance with the terms of the contract.

5.a The successful Proponent shall provide containers and collect all recyclables from the City Facility locations listed in Appendix A at the frequency listed. As City programs and operations change, the location and frequency of all collections of recyclables may change accordingly.

6. Roll-off containers on an on-call basis to the City: Quotes provided on the Proposal form will be inclusive of all drop off and pick-up services; disposal fees, if any, shall be billed to the City as a separate invoice provided a copy of the disposal tipping fee receipt is attached, and shall be void of all other fees such as billing fee, environmental fee, fuel recovery fee, etc.. The cost of these additional containers shall be paid by the City in accordance with the terms of the contract.

7. Hours of Operation - Collection of Residential Solid Waste or curbside collection of recyclables shall not begin before 6:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the successful Proponent. Proponents are advised that the City considers this operational requirement to be extremely important and that compliance will be strictly enforced.

8. Collection Routes and Schedules - Collection Routes and Schedules shall be established by the selected Proponent. The successful Proponent shall submit a map designating the collection routes, specifically identifying starting and ending points, and the estimated Collection Schedule to the City for its approval, which approval shall not be unreasonably withheld. The successful Proponent shall be responsible for providing both hard copies (enough for dissemination to the public) and an electronic version of the approved route map and schedule to the City. The City shall keep said Collection Route map and Schedule on hand for dissemination to the public in a manner that the City deems to be appropriate. The successful Proponent may from time to time desire to change routes, schedules or days of collection. Should the successful Proponent seek to change approved routes, schedules or collection days the Proponent shall be responsible for promptly giving written and published notice to the affected Residential Units. Changes in approved routes, schedules or collection days shall be permitted only once within any given 12-month period. Copies of any newly approved route map and schedule shall be provided to the City by the successful Proponent prior to the changes being implemented.

8.a The City has had in place an established route and schedule program for many years. Should the successful Proponent desire to change or alter these routes or schedules, it will be the responsibility of the successful Proponent to provide ample written and published notice to the affected Residential Units/customers to ensure a smooth transition to the new routes and schedules.

8.b The Contractor shall extend service to all new or additional units immediately upon request for service. The Contractor shall provide this extension of service at the current unit price as stipulated in the agreement throughout the term of the agreement.

9. COMPLAINTS – The successful Proponent shall maintain an office in the vicinity of the City of Joplin which shall be open during all business hours, have a telephone number and current company name published in the white and yellow pages of Joplin area telephone directories, have web site specific to the operations in Joplin, and be operated so that complaints and requests for service can be received. Proponent shall maintain a toll-free telephone line staffed by trained personnel between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays as specified in this Agreement, and have a supervisor with authority to handle problems or

complaints as they may arise. During non-business hours, the telephone may be maintained by an answering machine or answering service.

Whenever the City or a resident notifies the successful Proponent of a location that has not received scheduled service, the successful Proponent is required to serve the location no later than the following working day from the time of the complaint. If the successful Proponent is unable to resolve the issue the resident should be informed to call the Public Works Director, or designee thereto. A record of all complaints including, but not limited to, missed collections, damage to refuse containers, shrubbery, and vehicles, and the action taken thereon, shall be kept by the Contractor and reported monthly to the City. The Contractor shall answer all complaints courteously and promptly, and shall, in good faith attempt to settle any dispute arising with residents. Should the Contractor be unable to resolve any complaints within a reasonable period of time, the Contractor shall notify the appropriate city staff so that the City may take whatever additional steps it deems necessary. The Contractor shall provide each customer at the time of initial service, and once each year thereafter, with effective notice of the procedures for reporting and resolving complaints. The City shall designate the Director of Public Works, or his/her designee, as having primary responsibility for continuing administration of the Contract and implementation of complaint procedures.

All service complaints received by the City shall be directed to the Director of Public Works, or designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media where it shall be recorded on a complaint log by the Contractor. Unless specified elsewhere in the contract documents, the complaint shall be resolved within twenty-four (24) hours after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Contractor designated holidays, it shall be resolved by the Contractor no later than the next regular working day. Any complaint received directly by the Contractor shall be entered into the same complaint log and resolved in a like manner.

When the Director of Public Works, or designee, notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint within twenty-four (24) hours after its receipt. If a complaint cannot be resolved within twenty-four (24) hours, the Director of Public Works, or designee, shall be notified.

The Contractor shall provide the Director of Public Works, or his designee, with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub- contractors. Any damage shall be repaired within seven (7) business days unless otherwise specified in the contract documents.

10. QUALITY OF PERFORMANCE OF CONTRACTOR - It is the intent of this Agreement to ensure that the Contractor provides a quality level of solid waste and recycling Collection services. To this end, all complaints received by the City and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 10 of this section. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved within 24 hours, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received by curbside customers exceed any of the following percentage(s):

Complaint Type	Annual %	Monthly %
Garbage, Trash and Damage	4%	0.5%
Recycling	2%	0.25%

Yard or Vegetation Waste	2.5%	0.35%

of the residential curbside customers within the City of Joplin served by the Contractor during any consecutive 12-month period, the City may levy a $100.00 penalty per incident administrative charges for those actions related to service as listed within this Agreement including:

a) Failure to collect all Approved Residential Solid Waste and Recyclable Materials, solid waste or yard/vegetative waste on schedule
b) Failure to replace Containers and Recycling Containers to the point of collection.

The City may also levy administrative charges for all other infractions of this Agreement at $100.00 per day per incident without regard to the percentage of customer complaints including:

a. Failure to provide clean, safe, sanitary equipment
b. Failure to maintain office hours as required
c. Failure to comply with designated hours of operation
d. Failure to provide documents and reports in a timely and accurate manner
    1) Monthly tonnage of solid waste delivered to disposal facility
    2) Monthly report on quantities of recyclable materials collected and delivered to MRF, by type
    3) Complaint report, inclusive of resolution documentation
    4) Monthly counts on the number of residential units being serviced for only solid waste collection and the count of those electing to have curbside collection services
e. Damaged container not replaced within two (2) business days
f. Failure to clean spillage, if caused during the collection process or contractor's activities, within twenty-four (24) hours after notice is received by the Contractor. ALL COLLECTION VEHICLES MUST CARRY "SPILL KITS" AND ALL DRIVERS MUST BE TRAINED IN THE PROPER USE THEREOF.
g. Failure to provide effective notice of the procedures for reporting and resolving complaints
h. Failure to repair damage of City or Customer property within seven (7) business days
    1) Damage to City streets, alleys, urban forest and other infrastructure elements may take longer to repair, depending on the time of year, extent and type of damage. The City shall determine an appropriate repair schedule. If City forces make the repairs, all costs associated with each such repair shall be billed to the Contractor.
i. Failure to cover materials on collection vehicle(s)
j. Name and phone number, and if applicable, size not displayed on equipment or Containers
k. Not providing schedule and route maps
l. Speeding upon conviction
m. Failure to report recycling activity monthly (on or before the 10th day of the following month)., in the format determined by the City, for the purpose of tracking and verifying citywide recycling activity
n. Failure to collect Recyclable Materials, solid waste or yard/vegetative waste on schedule for any customer who has been missed more than three (3) times within any continuous twelve (12) month period

o. Failure to respond to calls from all residential solid waste and recycling collection service customers, in a timely and appropriate manner

p. Failure to replace or provide Containers or Recycling Container(s) within two (2) business days.

q. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within seven (7) business days.

Changing routes without proper notification may result in a $2000.00 fine per incident.

Failure to clean up spillage of any substance required to be cleaned up by Contractor in accordance with specific City standards may result in a $2,500.00 penalty per day, per incident.

Failure to deliver Residential Solid Waste, Yard and Vegetative Waste or Recyclable Materials to an Approved Facility may result in the following penalties:

1) First offense, $1000.00 penalty
2) Second offense, $2500.00 penalty
3) Third offense, loss of franchise

Failure to complete, either partially or totally, a route on the regular scheduled pick-up day may result in a $1,000 penalty for each route per day not completed.

For the purpose of this Section, the City may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the City may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The City may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor and the City in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the City and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City will be final.

11. BILLING AND COLLECTION - The City of Joplin shall retain the responsibility for all billing and collection.

12.a The successful Proponent is hereby notified that the City shall only pay to the Contractor all sums actually collected by the City in accordance with the schedule of rates adopted by the City Council of the City of Joplin. The City shall remit such amounts by electronic funds transfer to the contractor on a monthly basis, by no later than the 10th of the month. The Contractor shall absorb all bad debt. If a customer does not pay a bill, the contractor may take all appropriate legal action against the customer. In no case shall the Contractor cut-off or cease the collection of solid waste to a residential customer for non-payment. The City has been involved in billing and collection of this service since January of 2013. Since that time, the collection percentage of that billed is approximately 95%. The City makes no warrant or commitment that future collection-to-billed percentages will remain consistent or in close range to what is currently being realized.

12. ANNUAL RATE ADJUSTMENT SCHEDULE - The successful Proponent shall be allowed to adjust the rates charged to all residential unit customers no more than the following annual escalation rates: (Each Proponent shall have the option of proposing escalation rates less than these maximums)

    Years 1 and 2 – No changes are allowed
    Years 3, 4 and 5 – 2% per year
    Years 6 and 7 – 2% per year (if option to extend is agreed to)

    The annual adjustment rate for all charges for collection and disposal of solid waste and recycling services for city facilities shall be equal to no more than the maximum escalation rates for the residential unit customers or as proposed in the "Offer of Schedule of Fees and Expenses".

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

October 25, 2015 …… Publish Request for Proposal
3:00 PM CDST, Tuesday, November 11, 2015 …….. Mandatory Pre-Proposal Meeting
5:00 PM CDST, Friday, November 19, 2015 …….. Final Questions due from Proponents
3:00 PM CDST, Friday, November 27, 2015 …… City's response to Questions (via email)
3:00 PM CDST, Monday, December 7, 2015 ……. Proposals due
December 18, 2015 …… Selection Committee completes evaluation of Proposals
December 21, 2015 …… Notice of Selection Issued
January 29, 2016 …….. Contract Negotiations completed
February 1, 2016 …… First Reading of Agreement by City Council
February 15, 2016 …… Second/Third Reading by City Council
February 16, 2016 …… Notice to Award issued to Company
April 1, 2016 …….. Service begins

1.4.1 Following the notification of the selected firm, it is expected a contract will be executed between both parties as soon as possible.

FORMAT AND CONTENT OF PROPOSAL

2.0 Proposal Terms and Conditions:
The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.1 **Incurred expenses:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

2.2 **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 **Request for Additional Information:** The proposer shall furnish such additional information as the City of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Joplin and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

2.7 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Joplin employees or their family members.

2.8 **Information Required to be Submitted by Proponent:** Each Proponent shall submit the following information in order for its proposal to be adequately evaluated and considered:

a. An itemized list of the Proponent's equipment available, or proposed to be available, for use on a Contract resulting from this RFP.

b. A copy of the Proponent's latest available certified financial statement.

c. Evidence that the Proponent is in good standing under the City's ordinances and the laws of the State of Missouri and any other state in which the Proponent shall be conducting business as it relates to any contract resulting from this RFP. Evidence would include valid licenses, permits and

any other such information that the Proponent may feel will help demonstrate to the City that their firm is in good standing with local and State laws and ordinances.

d. Evidence, in form and substance satisfactory to the City, that the Proponent (or Proponent's subsidiaries or affiliates), has been in existence as a going concern for more than three (3) years and possesses not less than three (3) years actual operating experience as a going concern in providing the proposed service.

e. A list of three (3) relevant municipal references, including addresses and telephone numbers. Said references should be municipal entities for which the Proponent has provided similar services within the past five (5) years.

f. Information regarding the landfill(s), materials recovery facilities and or processing facilities to be utilized by the Proponent relating to location, capacity and current license status within the state of operation.

g. Any other additional information deemed necessary by the City to determine whether or not the Proponent is a qualified and responsible Proponent capable of fulfilling the terms of a contract resulting from this RFP.

h. Does the proponent have any previous, pending or existing litigation? And if so, elaborate.

2.9 Exclusive contract: The agreement resulting from this RFP shall be an exclusive contract.

2.10 Exceptions: If the Proponent desires to take exception to any terms, conditions and requirements of the RFP, the Proponent must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Proponent may be considered in the evaluation of proposals.

2.11 Late proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.12 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not effect this right.

2.13 Execution of Agreement: It is anticipated the selection of a firm will be completed by December 21, 2015. The successful proposer shall, within ninety (90) calendar days after Notice of Selection is issued by the City of Joplin, enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached, of which it is anticipated that the final agreement will be in substantial conformance with this document. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the Selection Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

A total of seven (7) copies of the Proposal shall be submitted, consisting of five (5) bound printed copies (each such Proposal to be bound in a single volume), one (1) unbound printed copy (such Proposal to be loose-leaf pages in a single

volume, held together with a clip) and one (1) electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted on a CD-ROM or thumb drive in a PDF format or compatible with "Microsoft Word 2013" and all spreadsheets and related information shall be compatible with "Microsoft Excel 2013". Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included within each copy/volume. All Proposals shall be submitted in sealed envelopes with the following information on the outside: name of Proposer, contact person, address, telephone number, and marked as a "Solid Waste Collection Services RFP: #101-2016".

A. QUALIFICATIONS

1. **Title Page**: The complete legal name, address, Federal ID number, permanent address and telephone number of the Proponent including the name and all relevant contact information (phone, email, address, FAX, etc.) of the person to contact for discussion of the proposal.

2. **Table of Contents**

3. **Letter of Transmittal** - Limit to one (1) or two (2) printed pages

4. Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.

5. A description of the firm's current staffing, and details as to the experience and qualifications of the individuals that would be primarily responsible for the project. Include an assigned point of contact.

B. TECHNICAL INFORMATION

1. Provide sufficient information to indicate the Proponent understands the Scope of Work and to describe how the Proponent will plan, implement, and accomplish the Scope of Work described in the RFP.

2. Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

c) Provide a description of the public response/involvement program you will employ, including notification of changes in service, complaint response, etc.

d) Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

e) The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide a cost proposal for a five (5) year contract, with an option for two additional one year extensions, that provides the City with the best overall responsive, responsible and lowest cost to the residential customers in the City of Joplin.

f) All information stipulated in Section 1.3 to illustrate the Proponents plan to provide the minimum level of service.

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

1) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM TWO: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal AND provide for the collection and recycling of all approved recyclables as set for in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM THREE: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL	TIPPING FEE PER TON	RECYCLING CONTAINER PRICE PER PULL
40 Cubic Yard Roll-Off	$_____each	$_____	$_____each
30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
20 Cubic Yard Roll-Off	$_____each	$_____	$_____each
City Owned 30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
2 Cubic Yard Dumpster	$_____each		$_____each
4 Cubic Yard Dumpster	$_____each		$_____each
6 Cubic Yard Dumpster	$_____each		$_____each
8 Cubic Yard Dumpster	$_____each		$_____each
90 or 96 Gallon Polycart	$_____each		$_____each

The City may from time to time require roll-off containers for special events and activities.

The price for the service below includes hauling a City-owned
30 cubic yard roll-off container of yard waste to city owned compost facility
Or city owned tree debris processing site

CONTAINER SIZE	PRICE PER PULL
City Owned 30 Cubic Yard Roll-Off	$_____each

The City owned compost facility is located at the Turkey Creek Wastewater Treatment Plant situated approximately 2.5 miles west of the Zora and Main Intersection. The Tree debris processing site is located southwest of the Zora and Schifferdecker intersection approximately one-half mile.

2) Schedule of Fees for Annual Escalation Factors: Proponents are limited to the percentage increase listed below, but can propose something less that the maximum:

Maximum Annual Escalation Factors Allowed	Proposed Annual Escalation Factors
Years 1 and 2 – No changes are allowed	_____
Years 3, 4 and 5 – 2% per year	_____
Years 6 and 7 – 2% per year (if option to extend is agreed to)	_____

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.1 PROPOSAL DUE DATE: Sealed proposals will be received at the City of Joplin no later than 3:00 p.m., CDST, Monday, December 7, 2015. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF JOPLIN
602 S. MAIN
JOPLIN, MO 64801

Submitted sealed envelopes should be marked:

Name of Proposer: _____
Contact Person:_____
Address of Proposer:_____
Telephone Number of Proposer:_____
Email Contact:_____

"Solid Waste Collection Services RFP: #101-2016

3.2 AMENDMENTS: If it becomes necessary to revise or amend any part of this Request for Proposal, the Director of Public Works will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 PROPOSAL EVALUATION PROCESS

The steps and activities in the proposal process will include the following:

3.3.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

3.3.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all, or portions of, proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

3.4 CRITERIA FOR AWARD

The Selection Committee will evaluate proposals and a recommendation will be made to the City Manager of the City of Joplin. Each proposal will be evaluated for full compliance with the RFP instructions to the Proponent and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

3.4.1 Demonstrated experience and expertise of the Proponent and its staff in providing service of a similar nature to public sector clients. (20%)

3.4.2 Demonstration of a complete understanding of the City's requirements. (10%)

3.4.3 The approach to planning, implementing and performing the Scope of Work (10%)

3.4.4 The cost of the proposed service (60%)

3.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided in paragraph (3.5.1) below. Additionally, the City prohibits lobbying or communications initiated by a proposer to any City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated

by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

3.5.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Director of Public Works in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received after 3:00 PM, CDST on the date set for receipt of Final Questions Due as defined in Section 1.4 of the Scope of Work, will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing to all prospective proposers via email and/or web posting not later than 3:00 PM, CDST on the date set for the City's Response to Questions as defined in Section 1.4 of the Scope of Work.

3.5.2 It will be the responsibility of the proposer to contact the City of Joplin prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge receipt of such amendments in the proposal.

APPENDIX A

CITY OF JOPLIN SOLID WASTE SERVICES

LOCATION	ADDRESS	TRASH CONTAINER QUANTITY/SIZE	TRASH SERVICE FREQUENCY	*RECYCLING CONTAINER QUANTITY/SIZE*	*SINGLE-STREAM RECYCLING SERVICE FREQUENCY*
Parks Department Office	3010 W. 1st Street	1 / 2CY	1/week	1 / 2CY	1/week
Joplin Sports Complex	3301 W. 1st Street	2/ 4CY	1/week	1 / 8CY	1/week
Joplin Sports Complex-Softball Field	3301 W. 1st Street	3/ 4CY	1/week	1 / 2CY	1/week
Joplin Sports Complex-Soccer Field	3301 W. 1st Street	1 4CY	1/week	1 / 2CY	1/week
Gabby Street Ballpark	S. Adele Ave & W. 16 Street	1 / 4CY	1/week May to mid-Sept	1 / 2CY	1/week May to mid-Sept
* Joe Becker Stadium	1301 E. 3rd Street	4 / 4CY	5/week during baseball season	1 / 8CY	2/week during baseball season
Carver Day Care	520 School Avenue	1 / 2CY	1/week June-Aug	1 / 2CY	1/week June-Aug
Schifferdecker Pool	4th St & Schifferdecker Ave.	2 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Cunningham Pool	25th & Porter Avenue	1 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Ewert Pool	7th & S Murphy Boulevard	1 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Memorial Hall	212 W. 8th Street	2 / 4CY	1/week	1 / 2CY	1/week
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	2/week April-Oct	N/A	N/A
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	.5/week Nov-March	N/A	N/A
Justice Center	303 E. 3rd Street	1 / 6CY	3/week	1 / 6CY	2/week
Police Sub-Station	115 E. 34th Street	1 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week
Health Dept./WIC	321 E. 4th Street	1 /4CY	2/week	1 / 4CY	1/week
City Hall	602 S. Main Street	1 / 4CY	1/week	1 / 4CY	3/week
**(Current) Public Library	300 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week
** (Future) Public Library	20th & Connecticut Avenue	1 / 4CY	1/week	1 / 2CY	1/week
*** Airport ATC Tower	600 N. Colonial Drive	1 / 2CY	1/week	1 / 90 Gal Cart	1/week
Airport Main Terminal	7331 Highway 43	1 / 6CY	2/week	1 / 90 Gal Cart	2/week
**** Airport General Aviation Terminal	Highway 171	1 / 2CY	1/week	1 / 90 Gal Cart	1/week
Airport T-Hangers	Highway 171	12 / 90 Gal Cart	1/week	N/A	N/A
Airport General Aviation Terminal	Highway 171	2 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week
Central Garage (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week
Sign Shop (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week
Fire Station #2	2825 W. Junge Boulevard	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #3	2727 Newman Road	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #4	3402 S. Hearnes Boulevard	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #5	3223 S. Texas Avenue	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #6	5302 W. 32nd Street	1 / 2CY	1/week	1 / 2CY	1/week
***** Fire Station #7	In vacinity of CR 200 & E.32nd	1 / 2CY	1/week	1 / 2CY	1/week
***** Public Safety Training Facility	5102 N. Swede Lane	1 / 2CY	1/week	1 / 2CY	1/week
Turkey Creek Waste Water Plant	3457 Eddy Lane	1 / 6CY	3/week	1 / 4CY	1/month
Turkey Creek Waste Water Plant	3457 Eddy Lane	6 / 2CY	3/week	N/A	N/A
Shoal Creek Waste Water Plant	2860 Apricot Drive	1 / 4CY	3/week	1 / 4CY	1/month
MAPS Admin. Building	123 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1 / 40 CY Roll off	As Needed	N/A	N/A
Leaves/Grass Clippings Collection or Tree Limbs/Brush Collection	collection location to be determined	City Owned 30 CY quantity to be determined	As needed	N/A	N/A
Trash or Bulky Items Collection Event	collection location to be determined	City Owned 30CY quantity to be determined	As needed	N/A	N/A

* Stadium Gate unlocked at 7:30 M-F

** The current Library will close and the new one will open in the Spring of 2017.

*** Driver to push button at gate; Tower personnel will see driver in camera before entry is permitted.

**** Driver to call 417-437-1710 to secure an "escort" into General Aviation Terminal area.

***** Neither of these facilities are in operation at this time; The P.S.T.F. is expected to come on-line in late 2016; F.S. #7 is expected to come on-line in 2017

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri
602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main (64801), Joplin, Missouri and _____ hereinafter referred to as the "Company."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Company to render certain services hereinafter described in Request For Proposal **Solid Waste Collection Services RFP: #101-2016** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has become the lowest and best Proponent for performing the Scope of Work listed in the Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Company and the Company agrees to perform, in strict accordance with contract documents.

2. The services of the Company shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Company in Exhibit B. The term of the Agreement shall be for the period specified in the contract documents.

3. The City agrees to pay the Company in accordance with the prices and terms set forth in the contract documents and for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Company.

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

5. The Company shall fully coordinate its activities in the performance of the contract with the activities of the City.

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

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

8. **Assignment:** The Company shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Company from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Reports and Data:** Any reports, data, or similar information given to or prepared or assembled by the Company under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Company without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Company and processed through the City. Upon request by the City, the Company shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Company shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over

all other documents, and the Request for Proposal and amendments thereto shall govern over the Company's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Company, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Company's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Company is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. **Substitutions:** The Company agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Company's proposal. Therefore, the Company agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Company further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor’s activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. The Company shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Companies:** If the Company is a foreign corporation or non-resident Company, it is agreed that the Company shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

18. **Covenants:** Company covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Company further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Company's Responsibility for Subcontractors**: It is further agreed that Company shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Company shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Company by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Company the same power regarding termination of any subcontract as the City may exercise over Company under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

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

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

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Company agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Company, its employees, officers or agents. Company agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

evidence of such insurance.

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

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

21. **Liability and Indemnity:**

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

23. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

24. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

25. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

27. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Joplin, 602 S. Main, Joplin, Missouri, 64801, attn.: Director of Public Works, and the Company at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly
Director of Public Works

COMPANY

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

DEPARTMENT CERTIFICATION:
This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.
Check One __X__yes _____no

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

PERFORMANCE BOND

(NEED ONE FOR EACH STATE THE SUCCESSFUL PROPONENT WILL OPERATE IN TO FULFILL THE TERMS OF THIS CONTRACT)

KNOW ALL MEN BY THESE PRESENTS that **(COMPANY NAME)** as principal and _____, as surety are held and firmly bound to the City of Joplin, Missouri, in the sum of Dollars (_____) to be paid to the City of Joplin, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Joplin, Missouri, for:

RESIDENTIAL SOLID WASTE AND CURBSIDE RECYCLING COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF JOPLIN MISSOURI

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Joplin, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Joplin, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Joplin, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Joplin, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Jasper County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____
By: _____

_____

Surety: _____
By: _____

Approved as to Form:

_____
Peter Edwards, City Attorney

AFFIDAVIT OF COMPLIANCE

SOLID WASTE COLLECTION SERVICES RFP: #101- 2016

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name _____

By _____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address_____

_____

_____

Telephone Number _____

FAX: _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the following amendment:

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Email _____

FEID No._____

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2016

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2016** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____ OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ *(Name* who is _____ *(Title)* of _____ *(Name of company),* a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
Documentation of participation in a federal work authorization program is attached to this affidavit.

_____
Signature

Print Name: _____

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

_____
Notary Public

My commission expires: _____

Company ID Number: _____

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.	
Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



CITY OF JOPLIN

PROPOSAL FOR RESIDENTIAL WASTE & RECYCLE SERVICES

SUBMITTED BY;

WASTE CORPORATION OF MISSOURI, INC.

December 15, 2015

December 15, 2015

City of Joplin
Director of Public Works – Nicholas A. Heatherly
602 S. Main
Joplin, MO 64801

RFP: Proposal #101-2016

Dear Mr. Heatherly,

Waste Corporation of Missouri, Inc. is pleased to submit a bid for waste removal services pursuant to the City of Joplin's RFP #101-2016 for services within the City of Joplin. Waste Corporation of Missouri, Inc. is a Corporation in Good Standing with the State of Missouri and has over 15 years' experience in the waste industry ranging from operation of Hauling Companies, Landfills, and Transfer Stations as well as servicing Municipalities and subscription customers with contracted waste removal services. Waste Corporation of Missouri, Inc., also recognized as WCA, has the financial backing and experience to offer a full range of waste services covering residential, commercial, industrial, and recycle needs as well as special waste services. WCA owns many of the Transfer Stations we utilize but also specializes in managing and operating 3rd party facilities.

Per the City of Joplin's RFP, Waste Corporation would guarantee the information contained in this submittal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the WCA's knowledge. This submittal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. The proposal contained herein is a firm offer for the initial five (5) year term of the City contract as detailed in the RFP.

Waste Corporation looks forward to developing a business partnership with the City of Joplin and we would be delighted to respond to any questions or need for information the City might have. Please feel welcome to contact me via phone, 417-851-1925, or email, mmurray@wcamerica.com, at your convenience.

Respectfully,

Max Murray

Max Murray
Regional Municipal Marketing
Waste Corporation of Missouri, Inc.

BID SUBMITTED BY

Waste Corporation of Missouri, Inc.

Name and Address of Proposer:

Waste Corporation of Missouri, Inc.
2211 W. Bennett
Springfield, MO 65807
Phone: 800-323-7548 or 417-851-1900
Fax: 417-832-0650
TIN 76-0657707

Authorized Representative:
Kevin O'Brien – Region I
Regional Vice President
417-851-1915
kobrien@wcamerica.com

Contact for RFP:
Max Murray
Regional Municipal Marketing
417-851-1925, fax 417-832-0650
mmurray@wcamerica.com

Service Contact:
Chuck Carr
Division Manager
3700 W. 7th Street
Joplin, MO 64802
800-747-7701
ccarr@wcamerica.com

Corporate Headquarters:
Waste Corporation of Missouri, Inc.
2211 W. Bennett
Springfield, MO 65807
Phone: 800-323-7548 or 417-851-1900
Fax: 417-832-0650

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Letter of Transmittal

Secretary's Certificate

December 15, 2015

Nicholas A. Heatherly
Director of Public Works
602 S. Main
Joplin, MO 64801

RE: RFP Number #101-2016 – Solid Waste Collection Services

Dear Mr. Heatherly;

Waste Corporation of Missouri, Inc., a subsidiary of WCA Waste Corporation, is pleased to submit our proposal for the City of Joplin's waste hauling and disposal services. We have carefully examined all of the RFP documents and have a clear understanding of the requirements necessary to meet and exceed the City's needs.

As WCA's Regional Vice-President, I am firmly committed to seeing that WCA exceeds the City's needs when it comes to solid waste and recycling collection. Community service – both at the municipality level and in the community itself – is the hallmark of WCA's corporate philosophy. Quite simply, every member of our team – from the drivers, to our customer service representatives, and to our supervisors who oversee the routes – everyone strives to be the best in the industry. It's our promise to you that we will uphold the stringent standards that the City of Joplin and its customers expect. To highlight our expertise, please consider the following as you evaluate our proposal:

- WCA has a proven track record in serving municipalities in Missouri and throughout our other markets and we understand the intricacies involved in successful municipal transitions.

- WCA strives to be a leader in the waste industry by maintaining the highest levels of control over our operations, customer service, environmental responsibilities, safety and other critical areas. This focus will enable WCA to provide unparalleled service to the residents of the City of Joplin and its commercial establishments.

- With WCA, safety is a core value of our company. The well-being of our customers, employees, and local communities is embedded in our culture. To illustrate the importance of our safety culture, WCA

created the 1,000 days of Safety program whereby employees can earn a $10,000 safety bonus by adhering to the high standards of WCA's safety philosophy.

- WCA takes care of our employees, which includes paying some of the highest wages in the industry in many of our markets we serve. We do this to ensure we have stability in our workforce which allows us to provide our world class service.

- WCA has a long history of giving back to the communities we serve, as evidenced by our commitment to getting involved at the local level in community clean-up days, as well as our support to MD Anderson's breast cancer awareness research by bringing visibility with our pink ribbon collection trucks.

- WCA uses the latest technology and leading software systems in our industry. These systems include comprehensive billing, routing, customer service, real time tracking, and reporting at the individual customer level.

- With the resources of a top American Corporation, WCA is also a local company well positioned to meet local needs. We have a decentralized management system that enables our local teams to make real-time decisions on the ground when situations arise.

I want to thank you for accepting this formal proposal from WCA. Enclosed are the required documents requested by the RFP. WCA currently provides all of these type services in many municipalities across Missouri and the Southeast and you will see by our references that our customer service is exceptional.

After reviewing our presentation, we are confident you will agree that WCA has the experience, financial backing, and qualifications to be the right provider for the City of Joplin.

Sincerely,

Kevin O'Brien
Regional Vice President
Waste Corporation of Missouri, Inc.

WASTE CORPORATION OF MISSOURI, INC.

SECRETARY'S CERTIFICATE

June 22, 2015

The undersigned, Michael A. Roy, Director, Vice President and Secretary of Waste Corporation of Missouri, Inc., a Delaware corporation and registered to do business in the State of Missouri (the "***Company***") and a wholly-owned subsidiary of WCA Waste Corporation ("***Parent***"), does hereby certify in the name of and on behalf of the Company that he is the duly elected, qualified and serving Secretary of the Company. The undersigned further certifies that:

1. Kevin O'Brien has been duly elected and qualified as Regional Vice President of the Company and Parent and he is currently serving in those positions.

2. Pursuant to the Company's Bylaws and resolutions duly adopted by the sole shareholder of the Company, Mr. O'Brien has been authorized and empowered to negotiate, enter into and execute in the name and on behalf of the Company, and, where applicable, Parent, any agreements, contracts, documents, instruments, certificates and other commitments and obligations that he deems or believes to be advisable and in the best interests of the Company and Parent relating to the Company's business operations and activities in the State of Missouri, including, but not limited to, municipal bids and submissions, proposals and offers made pursuant to any municipal or other governmental requests for proposal ("RFPs") in the State of Missouri, and any contracts, certificates, affidavits, bid bonds or other documents required of the Company or Parent in connection with any municipal bids or RFPs in the State of Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand, this 22nd day of June, 2015.

By: _____

Name: Michael A. Roy

Title: Vice President & Secretary

TAB 2

OVERVIEW

Environmental Statement

Corporate History

Executive Summary

Staffing



Environmental Statement

Waste Corporation of Missouri, Inc. is committed to creating a company culture where employees understand and respect the value of protecting the environment. Compliance with governmental regulations and permit requirements in the markets in which we operate demonstrates our commitment to the communities we serve. WCA strives to be a leader in the solid waste industry by continually improving our operations, policies and procedures to reflect this commitment. Environmental responsibility, safety and efficient transportation and disposal services are the avenues WCA utilizes to service our customers and achieve this goal.

WCA Company History:

WCA was founded in Houston, Texas in 1998, its corporate headquarters is in Houston, and it maintains a team of experienced, knowledgeable and dedicated Corporate based staff. As of January 1, 2015, WCA is providing services to over 550,000 residential, 50,000 commercial / industrial customers and 8,000 landfill / recycle material station customers. With over 1000 employees, (approximately 300 in Houston and the surrounding area), WCA owns and operates 19 landfills, 16 transfer stations 5 energy recovery stations and 27 collection facilities in 10 states.



WCA strives to be a leader in the solid waste industry and holds itself to the highest environmental and ethical standards. The WCA management team is committed to creating a company culture where employees understand and respect the value of protecting the environment and is driving forward new initiatives such as Compressed Natural Gas fueled trucks to reduce its carbon footprint. Across the broad spectrum of WCA landfills, transfer stations and hauling centers, the company has implemented many specific projects internally to ensure we live up to the high sustainability standards we have set as a company. For example, in the Fort Bend Regional Landfill, the 1,200 acres that exist on the south portion of Davis Estate Road include our Wetlands project which encompasses 31 acres of mitigated wetlands. The property has not had any excavation performed on it and also includes two beautiful lakes. WCA takes pride in giving back to the communities it serves, and has been instrumental in recovery and community assistance efforts following major events such as Tropical Storm Allison, Hurricanes Ike and Katrina, and tornados in Joplin, Missouri and Moore, Oklahoma.

Having been publicly listed since 2004, WCA was taken private by Macquarie Infrastructure and Real Assets (MIRA) in 2012. MIRA is a global leader in infrastructure and real asset management with over $90 billion of assets under management across 24 countries. MIRA invests with a long-term outlook, and has a reputation for sophisticated asset management, seeking to increase the strength and efficiency of its businesses through careful investment. MIRA has invested in 140 infrastructure assets globally since its formation, is two times larger than the next-largest peer for infrastructure investment, and has developed a successful track record of investing in 7 waste and waste-to-energy assets globally (including WCA) since first investing in 2007.

Today, WCA is led by an experienced group of industry experts with over 100 years of waste sector experience. Collectively, this team has managed large divisions of publicly-traded entities, private equity-backed consolidators and privately-held family operations.

WCA has the commitment, the experience and financial resources that has positioned us as a leading waste services company in the Missouri market. WCA is "*on the move*" to provide the City of Joplin City and its residents with outstanding customer service and the best price.



Relevant Developer Experience

WCA is experienced in developing waste-to-energy and material recovery projects and currently has landfill gas to power plants in Kansas and Missouri, landfill gas to bio methane in Texas and Oklahoma, and 14

facilities permitted for material recovery in states ranging from Texas, Florida, and Missouri. WCA is well versed in all conversion technologies and has been working with a number of proven technology providers to employ some of these technologies at WCA facilities (material recovery facility, landfill gas treatment to produce bio methane, and CNG plant).



Executive Summary:

Kevin O'Brien – Regional Vice President of Missouri, Kansas, Arkansas, Oklahoma, Colorado, New Mexico

Kevin is Regional Vice President of WCA Waste Corporation's Region I and brings over 25 years of solid waste industry experience. Kevin is responsible for management of 9 municipal solid waste landfills, 1 C & D landfill, 10 transfer stations, and 15 hauling companies providing solid waste collection, recycling and disposal services to customers in Missouri, Kansas, Arkansas, Oklahoma, Colorado, and New Mexico. Kevin's experience in the waste industry began with various positions at Waste Management including landfill manager and market area manager. Kevin completed the Missouri Department of Natural Resource's Solid Waste Certification course and has extensive knowledge and experience in design, permitting, constructing and operating solid waste disposal and gas-to-energy facilities. Kevin currently serves as Chair for the Missouri NSWMA Chapter and has been involved in several local community projects including waste planning, waste reduction and education programs.



Randy Thompson – District Manager – Southern Missouri

The District Manager for the Southern Missouri Territory is Randy Thompson who has been with the Company since December of 2013. Randy has 23 years of experience in the waste disposal industry with practical experience ranging from transfer station operations, hauling company operations, and landfill operations. Randy is responsible for managing 2 municipal solid waste landfills, 7 transfer stations, and 5 hauling companies providing solid waste collection, recycling and disposal services. In past positions of responsibility, Randy has implemented and maintained municipal contract services for several cities. As District Manager, Randy is responsible for the performance and expansion of the Southern Missouri Territory as well as customer satisfaction, growth, and retention. Randy has completed the Missouri Department of Natural Resource's Solid Waste Certification training course.

Andy Barton – Regional Sales Manager of Missouri, Kansas, Arkansas, Oklahoma, Colorado, New Mexico

Andy is the Sales Manager of WCA Waste Corporation's Region 1 which covers marketplaces in Arkansas, Colorado, Kansas, Missouri, New Mexico and Oklahoma. Andy's experience includes over 25 years of solid waste industry experience in various positions across the United States. Andy is responsible for directing the development of Sales and Marketing initiatives across the Region and for maintaining relationships with both Municipal and Open Market customers. Andy's experience in the waste industry began with BFI and has continued on to include senior positions with Republic Services and Deffenbaugh Industries including National Sales Manager and VP of National Accounts. Andy has completed numerous continuing education courses ranging from those specific to the waste industry to those that support the development of programs to support customer satisfaction and revenue growth.

Max Murray – Regional Municipal Marketing Manager

Max Murray has been involved in the waste industry for 40+ years, beginning as a helper on the collection truck in a family owned business. Max was the third generation of his family to be in the waste removal industry and was an owner / operator of the core Springfield waste business originally purchased by Waste Management in 1987 and subsequently sold to Waste Corporation in 2000. Max has filled various roles throughout his waste career ranging from driver/owner, Operations Manager, Division Manager, and Sales Manager. Current responsibilities include Regional Municipal Marketing Manager responsibilities. Max has been responsible for marketing everything from commercial & industrial services, to Landfill and Transfer Station services, as well as participating in Municipal Bids throughout Missouri.

Ethan Shackelford – Regional Director of Engineering and Compliance

Ethan Shackelford is the Regional Director of Engineering and Compliance for Missouri and Kansas. Ethan graduated Missouri University of Science and Technology with a Bachelor of Science in Civil Engineering in December of 2012. Over the year Ethan has managed several construction projects as well as maintained compliance for all sites through the Missouri Department of Natural Resources and Kansas Department of Health and Environment.

Derrick Standley - Vice President of Landfill Operations and Engineering

Derrick joined WCA in 2009 as the director of engineering services for Region I. At the begging of 2013 Derrick relocated to Houston to serve as VP of Landfill operations and engineering. In this capacity he worked on landfills/ transfer stations and energy plants across the nation for WCA. In June Derrick returned to the now combined Midwest/ West region to manage disposal and transfer operations and facilities engineering. Derrick has 24 years of solid waste industry experience. He has participated in the permitting/ construction of over 40 solid waste management and recovery facilities and has also conducted planning efforts and/or market investigations covering 320 counties in 28 states. He is a founding member of the Environmental Federation of Missouri and an active member of several environmental organizations and has served on both the Missouri Solid Waste Management Advisory Board and the Missouri Hazardous Waste Management Commission. In addition, he serves on the National Research Council for the Environmental Research and Education Foundation (EREF). Members of the Research Council are responsible for reviewing, and making

funding recommendations for new technologies that will impact the waste management and recovery industry.

Brian Wilson – Regional Safety Manager

Mr. Wilson has held various Environmental, Health and Safety positions for over 28 years within several companies and has been involved in the solid waste industry for 25 years.
Prior to joining Waste Corporation, Mr. Wilson worked 24 years at Deffenbaugh Waste Industry. Work experience included responsibilities at Landfills, Transfers Stations, MRFs, and Hauling operations. Within the realm of Health and Safety Mr. Wilson covered regulations dealing with OSHA and MSHA, as well as DOT regulations including highway, rail, and marine modes. Mr. Wilson is a Certified Environmental Trainer and Certified Director of Safety.

Chuck Carr – General Manager of Joplin Hauling

The General Manager for WCA is Chuck Carr who has been with the Company since 2006. Chuck has over 20 years' experience in the waste disposal industry serving in many different capacities ranging from owner – operator General Manager for WCA. Chuck has extensive training and experience ranging from transfer station operations, hauling company operations, and landfill operations. As General Manager, Chuck is responsible for the performance and expansion of the existing Hauling Company as well as customer satisfaction, growth, and retention. Chuck fully understands the importance of supplying and maintaining superior service for contracted Municipalities.

Staffing:

Customer Service is the heart of our company. WCA provides our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

We currently have several full time customer service reps whose primary responsibility is to address customer needs. Our goal is to provide answers and resolve issues on the spot. When calls need to be elevated to our operations team for additional information we are committed to resolving issues within 24 hours or less.

Our customer service does not stop here. Everyone at WCA understands the importance of taking care of our customers. The General Manager, operations and drivers all play a role in exceeding customer requirements. Our organization practices a "Continuous Process Improvement" approach to customer service which focuses on cross-training and corrective action teams (e.g. customer service reps frequently travel with drivers and

administrative staff is trained in customer service). This gives our entire team a better understanding and appreciation for the various components to provide quality service, and the ability to get to the root cause of service issues.

You will find our drivers to be friendly and courteous and willing to go to the extra mile to meet the needs of our customers. They are all equipped with communication devices and are in constant communication with our office to address and resolve any issues that may arise during hours of operation. Our drivers receive specific training which includes; safety, DOT regulations, vehicle care and maintenance, customer interaction and emergency response. All of our drivers are required to wear hi-vis uniforms designed for safety and a professional appearance within your community.

Communication and education are key ingredients to building a solid partnership and reducing customer complaints. This is where you will find that we excel. Our core competency is to remove trash from your community and resolve issues directly with the customers that we serve. Our goal is to eliminate as much of this burden from the City Administration so that you can focus on your daily requirements. Customers can communicate with us via phone, fax, or e-mail but we will also push information out to them via our website, customized flyers and individual correspondence.

As an outsourced service provider we understand that we are a critical extension to the City of Joplin and we take this position very seriously. By selecting WCA for this agreement you have our commitment that we have the expertise and financial resources to meet your requirements, that will make this a transparent transition and that we will exceed your expectations.

WCA shall have both a General Manager, Chuck Carr, and Operations Manager, Tony Niederhelman, assigned to monitor the needs of the City of Joplin and provide subsequent service. The Manager is responsible for the daily operations of the hauling company to ensure that all customers are serviced on schedule as requested. The Manager will be accessible Monday through Friday for customer requests or to address issues as needed. Additionally, an assigned representative **shall check in with City Hall** each day services are performed to ascertain that the Community's needs are being addressed as well as resolve any service issues that may have been identified.

The City of Joplin shall also be assigned a specific "in house" Representative for resolution of any Customer requests regarding service changes (increases or decreases in service). The Representative shall be responsible to process and address any service changes requested by the City or Community. The combination service representative / dispatcher shall be empowered to resolve Joplin residential issues with minimal time delays.

The General Manager for WCA is Chuck Carr who has been with the Company since 2006. Chuck has over 20 years' experience in the waste disposal industry serving in many different capacities ranging from owner – operator of his own business to General Manager for WCA. Chuck has extensive training and experience ranging from transfer station operations, hauling company operations, and landfill operations. As General Manager, Chuck is responsible for the performance and expansion of the existing Hauling Company as well as customer satisfaction, growth, and retention. Chuck fully understands the importance of supplying and maintaining superior service for contracted Municipalities.

The City of Joplin shall have access to direct phone numbers for all aforementioned personnel as well as cell phone contact numbers for management personnel operating off site. General Manager, Chuck Carr, shall be the assigned point of contact for all City of Joplin operational requests.
WCA's local office is located at 3700 W 7th Street, Joplin, MO 64802 with a toll free number at 800-747-7701. The Hauling facility will be open to the public Monday through Friday, 8:00 a.m. to 5:00 p.m., with the transfer station operating Monday through Friday, 8:00 a.m. to 3:30 p.m...

TAB 3

STATEMENT OF SERVICES

Overview of Approach to Services

Overview of Approach to Services

WCA is excited to present this proposal to be the exclusive provider for residential and solid waste and recycle services for the City of Joplin. WCA has the experience and financial capabilities to ensure that a smooth transition is accomplished with routing, hiring employees, training, equipment, and all other aspects of this process for the City of Joplin.

WCA was founded in 1998 as a vertically integrated, non-hazardous solid waste management company in the Southeast and Gulf region of the United States. Under the guidance of a seasoned management team, the company has grown rapidly and today WCA operates across ten states serving more than 550,000 customers in North America.



In total, WCA has over 70 landfills, transfer stations, MRFs, and hauling companies. WCA provides a full range of solid waste collection, disposal and recycling processing services, and can handle yard waste, e-waste, and bulk waste. Collection may be automated or manual, and WCA offers both curbside and roll out services. WCA places a strong emphasis on safety, and maintains accident rates that are well below industry averages. Despite the company's growth, WCA employees continue to take great pride in their flexible and personal approach to business.

WCA's management team is confident that the company's services will exceed the expectations of the City of Joplin and its residents. WCA will work with the City through the entire process keeping the City updated on all facets of the transition. WCA will work hand-in-hand with the solid waste department managers to keep the collection services on schedule so as to minimize any disruptions. WCA will strive to keep the same routes and service levels that the residents have grown accustomed to receiving. WCA understands the importance of customer service and meeting the needs of the community. WCA would like to offer to the City of Joplin several alternate customer service options that we will explain further in this proposal.



WCA Resources

WCA has the resources of over 1,200 employees and 1,000 vehicles serving out of more than 70 locations in the Southeast and Gulf States with a management team that has many years' experience as outlined in the Company History and Executive Summary. WCA has many hauling facilities all of which are staffed with highly trained team members and stocked with state-of-the-art equipment and resources to drawn upon if and when the need arises. With our experienced team and financial resources WCA is prepared for any emergency. WCA has the assets around the company such as equipment, trucks, supplies, personnel, and facilities to call upon if needed.



WCA's Operations



Not only does WCA provide many services to the residential customers, but WCA provides many services to the commercial industry as well. WCA provides commercial collection of municipal solid waste and commercial recycling in either front load or rear load vehicles or compaction containers for larger businesses.

WCA is "*Equipped to handle all your Disposal Needs*!

Transitioning

The City of Joplin wants to be assured that the transition process will be as smooth as possible. WCA recognizes that bringing in new service providers and changing service days or methods of collection can present a number of challenges, but these can be tackled easily with the right team in place. WCA is confident that it can provide the City with the right team!

WCA would like to reassure the City that we will be there every step of the way, working as a partner to make sure that the job is done right. WCA has conducted many smooth transitions – in fact, every municipal contract involves some type of transition. Some of these have been very simple and have only involved a few route changes and some simple rebranding. Others have involved complete service changes – for example, hiring the current employees, new equipment, training, moving customers from a biweekly to a weekly service. WCA has helped municipalities to implement major initiatives, such as making the change from dual stream recycling to single stream recycling. Some of WCA's municipalities have elected to transition from manual to automated solid waste collection, and the WCA Team has facilitated this process for them. WCA has received high remarks on the exceptional customer service it provides to not only residents, but to the municipality itself. We ask that you call our customers and investigate our references to hear some of these first-hand.

WCA has always gone above and beyond in Customer Service. The City of Joplin can rest assured that in WCA they are choosing a provider that will go above and beyond the scope of services and contract requirements to ensure a smooth transition. Our Implementation Schedule will illustrate our commitment to insure a proactive approach to establishing services.

Solid Waste Collection



Residential Solid Waste collection is done in many ways; from collection at the curb in plastic bags to fully automated cart systems. WCA will try to adhere to the same residential routes that the City is currently running to minimize any confusion to the residents.

WCA's residential service will be customized to meet the needs of the City of Joplin. We offer a variety of services and equipment from traditional rear loading trucks, to advanced automated loading vehicles. Depending on the City's selection, through this proposal process, WCA has the ability to meet your needs.

WCA and its team of professionals will be instrumental in implementing and enhancing a City wide recycling program. Education is the key element in a successful recycling program. WCA has residential, school, business recycling and special event recycling programs. Community awareness and involvement is important and WCA will get involved with the City and community to promote the importance of recycling. When starting recycling programs or adding new materials to be accepted, WCA will be able to draw upon a wealth of marketing and promotion experience.

WCA has partnered with many organizations to provide comprehensive recycling solutions and to meet the needs of its customers.

Commercial Collection



WCA can provide a variety of Front Load Container options.

These options include containers ranging in sizes from 2 yard through 8 yard.

- Schedule visits with every Commercial Customer
- Determine specific needs and Safety aspects
- Container placement
- Billing requirements and Point of Contact
- City facilities to be serviced per RFP #101-2016
- Applies to Commercial and Industrial Services

WCA will be sending out customer service teams promoting our services and placing **new containers** at **City facilities**, where they are needed. WCA believes that image is important and prides itself on having the best looking trucks and equipment. WCA offers a complete line of Front end load (FEL) commercial containers including Compaction container service. All our FEL trucks come with back-up cameras, all DOT Safety equipment, and GPS.

Industrial and Special Collections

WCA can fulfill all your Industrial needs and provide containers sizes from twenty, thirty and forty yards. This service is offered 6 days per week that includes Monday through Saturday disposal capabilities.



Bulky Waste Collection Services

WCA will provide daily collection services for residential bulky items. Residential bulky waste will be removed on the normally scheduled service day by the regular route truck or by use of an available “grapple” truck if the bulky items are too large for the normal service provider. These special services will be performed at no additional charge to the City of Joplin per the RFP #101-2016.

Routing

Safety will be a primary focus when routing. For example, maximizing the number of right hand turns can have a large positive impact on driver and pedestrian safety. All Drivers are equipped with two-way radio telephones and are required to call before they start their route, at certain periods of the day and at the end of the route to check and see if anything was called-in. This process improves the efficiency of the collection process and maintains our high customer service.

In the residential collection process WCA drivers adhere to all local and state polices while driving the roadways. Any infractions are immediately addressed by the supervisor for correction and other necessary actions.

Drivers are trained to handle spills and other issues on the routes. All vehicles will be equipped with the required safety gear. They will be instructed on proper tagging procedures if customers mix materials together such as unapproved waste. WCA will abide by the collection hours and collection days as specified by the City of Joplin.

WCA drivers will collect residential solid waste, yardwaste, and bulky waste per the City specifications and will do so in a professional and efficient manner. WCA drivers are expected to complete their routes accordingly.

Customer Service – ***It's A Way of Life***

WCA believes that the first impression to a customer is the most lasting one, and WCA wants the customer to be able to feel that they are important. Live Customer Service Representatives (CSR) answer the phone during normal office hours.



- Each CSR is knowledgeable in WCA collection service guidelines.
- Each CSR is expected to conduct his or herself in a professional manner at all times.
- CSR's work hand-in-hand with managers to communicate all requests and concerns.
- All customer concerns or requests will be addressed promptly.

Unlike many of our competitors that use automated call centers with recorded messages or a centralized customer service centers, WCA feels that is very important to have direct contact with its customers.

It is all about providing **exceptional *Customer Service***!

<u>Safety</u> – *A Company Wide Initiative*

Collecting solid waste consistently ranks as one of the most dangerous jobs in the United States, and the safety of employees and customers is a main concern at WCA. Each site has its own safety manager, who works to create a culture of safety in their local area. Like many others in the industry, WCA rewards its employees with safety bonuses. WCA believes that rewarding good behaviors leads to the best results. Happy employees are safer employees. WCA's management team believes that you have to practice what you preach in safety, and applies this thinking throughout the corporation.

WCA strictly follows all current safety regulations and compliances to adhere to all DOT and OSHA standards. The addition of Drive Cam systems to our fleet of trucks has proven invaluable in identifying dangerous situations and coaching our employees as to best practices.

Safety - Training & Education

WCA has safety briefings with drivers and helpers each morning before going out on their route. WCA wants to instill good safety practices and behaviors to all drivers and helpers who service our customers. **WCA takes safety seriously!**





<u>Maintenance Operations</u>

WCA takes pride in its fleet and over the years has developed an extensive maintenance program. WCA trucks must perform each day, and having an effective pre-trip and post trip operation is integral to maintaining the vehicles. It starts with the driver and the driver's

responsibility to communicate any equipment issues to the maintenance department.

WCA's maintenance team has established a world-class preventive maintenance program that exceeds industry standards. The maintenance team has an established program for all the vehicles and equipment.

Vehicle reports are reviewed on a daily basis to identify any potential issues, perform regular service, set up service standards, and routine inspecting of the vehicles.

The equipment and vehicle information is uploaded into a maintenance software system that manages the "life" of the vehicle. This program is effective in reducing costs, parts and inventory; helps manage fuel, oil, and other fluids as well as wear on items such as tires.

Emergencies – Storms – Hurricanes *WCA will be there to help; you can count on it!*

WCA knows how to handle storms and emergencies. The company places an emphasis on preparatory operational measures such as having generators, securing the facility, trucks, etc., but also has experience in dealing with the aftermath of a storm. This is where it really counts, when the streets are barely passable, debris is everywhere, and the clean-up must begin.

WCA was in Joplin, Missouri when the tornadoes hit, not to just clean up the debris but to be there for the community, the families and the employees that were affected. WCA hit the streets, and went to work cleaning up the debris and helping the community. The WCA Team was also there for Ike and Katrina, both of which caused tremendous damage to the Gulf States. WCA was there to help the communities it serves in these emergencies and WCA will be there for the City of Joplin and its residents when the need arises.

Joplin, Missouri - May 23rd, 2011

F5 Tornado – Destroyed 8,000 Structures – Cost $3 Billion.



WCA set up a Second Transfer Site, 3 scales, office, staging areas and permitting all within 72 hours and just within (1) mile from Epicenter. WCA processed over 5,800 loads of Strom Debris -53,900 tons of material and shipped 60 miles to WCA landfill.

WCA has the history and experience to be the partner that the City of Joplin is looking for to handle its solid waste collection and disposal services. As you have reviewed our proposal you will see that not only financially but through the personnel, experience, transition and customer service that WCA is the preferred decision for the City.

WCA is there to get the job done *"right the first time*!"

TAB 4

TECHNICAL INFORMATION

Requirements (Section 1.3)

Required Information (Section 2.8)

Response to Minimum Services (Section 3)

Proposed Equipment

Single Stream Recycling Guide

1.3 Requirements;

1.3 1 a – c; WCA shall provide residential waste removal services to all residents within the City Limits of Joplin utilizing a WCA supplied 95 gallon plastic cart. All routing shall mirror the existing days of collection as currently outlined in the City website for residential waste collection and residential routes shall be operated five (5) days per week. All solid waste is to be placed within the cart provided with any "extra" materials for removal being placed beside the cart, contained in extra bags or bundles. Bulky items for collection shall be placed alongside the waste cart at the curbside for removal. All "extra" waste as defined in the City RFP, less than 1 cubic yard in volume, shall be removed on the normally assigned collection day at no additional charge. Extra waste exceeding 1 cubic yard in volume or bulky items such as couches, mattresses, etc... shall be removed on the normally scheduled service day with residents being required to notify the Contractor for such removal in advance so additional personnel or equipment can be dedicated to the service as needed. For exceptional quantities of bulky waste or items to large / heavy for one person to handle, Waste Corporation shall utilize a separate "grapple" truck to remove such waste on the normally scheduled service day.

Customers desiring to recycle shall be supplied a 95 gallon recycle cart as well as detailed information regarding the types of materials considered to be acceptable including, but not limited to, those detailed in City RFP #101-2016. WCA utilizes a single stream recycle system that allows for all materials to be commingled into one collection container without any segregation of materials. In the event a resident creates recycle volumes exceeding the carts capacity, overflow materials can be placed by the cart for removal by Contractor driver, or additional recycle carts can be requested. Both waste and recycle services shall be provided on the same day.

Any materials qualifying as yardwaste shall be placed in the Contractor supplied 95 gallon cart and placed at the curbside with the normal solid waste for removal. Because all waste is being transported to a State of Kansas disposal facility, all yardwaste can be commingled with normal household refuse. Additional yardwaste carts shall be available upon request for those residents producing more yardwaste than one cart will contain. Yardwaste will be collected on the same day as solid waste and recycle.

All solid waste, yardwaste, and recycle materials shall be directed to WCA's Joplin Transfer Station, located at 3700 7th Street, Joplin, MO for processing or transportation to a landfill or MRF facility.

1.3 2 a – f; WCA shall offer residential recycle service to the residents of the City of Joplin utilizing a WCA supplied 95 gallon plastic recycle cart service once (1) per week on the same day as normally schedule solid waste removal. The recycle service is a "Single Stream" service allowing all acceptable recycle products to be commingled into a single cart, thus requiring no customer separation of individual products. The types of materials collected by WCA are detailed, but not limited to, the list of materials as illustrated by the residential recycle brochure as shown at the last of TAB 4. Excess quantities of recycle materials exceeding the cart volume may be bagged or bundled and placed beside the recycle cart on service day for removal. Additional recycle carts shall be available upon request.

All residential recycle products collected by WCA shall be transported to the Joplin Transfer Station for consolidation into larger loads and shipping to a legally permitted Material Recycling Facility (MRF).

1.3 3; WCA shall provide 95 gallon capacity carts for residential solid waste, yardwaste, and recycle collection to maximize the quantity of materials contained in each unit. Carts furnished shall be differentiated by the color of lid mounted on the equipment. Carts for recycle use shall have high profile yellow lids with information detailing the recycle products allowable glued to the top of the lid for high visibility. Solid waste carts shall be all blue in color.

1.3 4; Valet, or roll out service, shall be made available to any residential unit in which all occupants of the residence have physical impairments due to age or disability that would prohibit them from being able to place or remove their waste and / or recycle containers to and from the curbside or adjacent alley. Valet service shall be supplied from the house side to the service area and returned to the house side following service. Residents shall be supplied 95 gallon carts identical to those used for normal curbside service.

1.3 5; Collection of City Facility waste shall be supplied per the City RFP at those costs as bid with locations and service requirements indicated on Appendix A (refer to Schedule of Fees on TAB 5). WCA shall operate both solid waste and recycle routes five (5) days per week and shall service the City needs per the requested / preferred day of service. The City of Joplin shall be billed directly by Contractor for services performed on a monthly basis.

1.3 6; Roll-off containers shall be provided and / or serviced upon City request and billed at the appropriate fees as established by the "Schedule of Fees (TAB 5).

1.3 7; Hours of Collection shall be deemed to be from 6:00 a.m. to 7:00 p.m. and all routes shall be so constructed as to be performed within the stated hours of service. In the event of inclement weather or conditions beyond the control of Contractor, the City shall be contacted and a plan to rectify the situation put into place and communicated to all parties.

1.3 8 a - b; WCA shall mirror the daily service schedule as currently in use by the incumbent waste provider and published on the City of Joplin website. Recycle, yardwaste, and solid waste routing shall be provided in the same area and on the same day to limit customer confusion and limit truck traffic caused by multiple service days. New units shall be serviced in the specified areas at the same cost as listed in contract documents.

1.3 9; Quality Control / Complaint Resolution:

Waste Corporation shall implement and maintain throughout the contract term a reasonable quality control system that identifies and results in correction of potential and actual problem areas throughout the entire contract term. Records of reported service issues, either by the City or WCA employee, shall be addressed or resolved in a timely manner to the satisfaction of both parties. All such records shall be kept in a customer file pertaining to the City at WCA's office facilities. Any issue that cannot be resolved amicably shall be addressed with the City designee with the City acting as final arbitrator over the resolution.

Waste Corporation shall be vigilant in identifying, eliminating and effectively managing those hazards and risks associated with the work necessary to perform services as required under the City Contract. It

shall be the Company's express goal to conduct its work safely and in a manner that promotes "Zero Harm" to the environment, citizens, property, and employees of the Contractor.
Waste Corporation shall remain in compliance with all Local, State, and Federal rules and regulations pertaining to the operations of a waste removal business.
Waste Corporation's designee shall contact the City appointee each day service is being performed to identify, report, or resolve any reported issues. The Drivers shall provide a list of issues experienced while running the routes and identify whether the issue has been resolved or needs City follow-up. If the City has received a report of "missed service" the driver shall resolve the situation the same day or next day. Locations with excessive residential trash shall be identified to the City by address but the driver is responsible to service the resident, clean the area as best as possible, and monitor – report future instances for the supplying of more service. Any issue or complaint that cannot be immediately resolved by the driver to the City's' satisfaction shall be relayed to the WCA contact responsible for communication with the City and addressed within 24 hours with the appropriate representative.
WCA's local office is located at 3700 W 7th Street, Joplin, MO. and will be open to the public 8:00 a.m. to 5:00 p.m., Monday through Friday. Local phone, as well as 800 numbers, shall be listed for contact during the week with answering machine messaging available for holidays listed as being closed or off duty hours. Additionally, a dedicated email address shall be created for the City of Joplin which will be directed to multiple parties within WCA to insure all questions or complaints are addressed and resolved in a timely manner per RFP requirements.
Any claim of property damage shall be reported to the City designee as soon as possible with all follow-up investigations and resolutions being recorded, documented, and forwarded to the Director of Public Works or his designee. Any damages deemed the responsibility of WCA shall be repaired or addressed within seven (7) days unless extenuating circumstances delay such resolution.
Upon award of contract and assumption of services, all existing resident accounts shall be notified of complaint reporting procedures with appropriate contact information. New residential accounts shall be provided information of like nature and annual mail-outs shall be sent to City residents and updated as needed.

1.3 10; WCA shall performed all contracted services with the City of Joplin in compliance with the City's "Quality of Performance of Contractor" requirements and stipulations as detailed in the City RFP #101-2016.

1.3 11; WCA acknowledges that the City of Joplin shall be the billing agent for all contracted services and shall assume the responsibility to issue monthly payments to WCA for all billing collected. WCA shall abide by the payment terms as detailed in the City RFP for Billing and Collection.

1.3 12; WCA has committed to annual charges for services as detailed in the City "Offer and Schedule of Fees and Expenses" as recorded in TAB 5.

2.8 Required Information:

2.8 a; Itemized list of Contractor's equipment to be used or available…

* List of proposed equipment enclosed

2.8 b; Copy of Proponent's latest available certified financial statement.

* Certified Financial Statement included in C/D format considered to be Confidential and Proprietary to Contractor.

2.8 c; Evidence Proponent is in good standing ……

* Certificate of Good Standing, permits, and licenses documents included in TAB 6, Misc. Forms.

2.8 d Evidence that Proponent has been in existence as a going concern for more than three (3) YEARS…

* Corporate History as detailed in TAB 2 verifies prior existence and history.

2.8 e; Minimum of three (3) Municipal References …

* Municipal References detailed as such in TAB 6.

2.8 f; Information regarding landfills, MRF's, etc. to be utilized …

* Detailed list of Landfill and MRF facilities documented as such in TAB 6

2.8 g; Additional information …

*Additional information available upon request, interview, etc.

2.8 h; Pending or existing litigation …

* None

3. 0 Response to Minimum Requirements

RFP: Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

3. B. 2. c Provide a description of the public response / involvement program you will employ, including notification of changes in service, complaint response, etc.

* WCA shall provide relevant service and contact information for the City of Joplin to post on the City website for citizen's to use for information, point of contact, etc…. in an effort to inform the citizenry of the Contract provider changes as well as any additional services available to the residents. Public service announcements shall be issued to inform residents of projected equipment delivery dates and any routing changes that may be necessary. WCA shall develop an email address specifically for the Community of Joplin to use for direct email contact as well as provision of a local phone number. Because it would be WCA's intention to mirror the existing service areas for each day's pickup as

currently shown on the City website, there should be minimal disruption of service thus insuring a smooth transition of service providers. WCA shall create, track, and resolve any incoming customer complaints per provisions as detailed in the City RFP. Survey cards shall be mailed to City residents asking for contact information to allow WCA to implement "robo calls", via cell, text, or email, to forewarn residents of any substantial service delays due to weather or accident thus reducing the number of phone calls to the City or WCA facility.

3. B. 2. d Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

* Waste Corporation shall observe the following six (6) Holiday's each year:

Thanksgiving
Christmas
New Year's Day
Memorial Day
July 4th
Labor Day

Should a recognized Holiday occur on or before a normally scheduled service day, the service for that week shall be delayed by one (1) day with service routes operating on a Saturday of that week to accommodate each day's needs. It shall be the intent of Waste Corporation to make certain each customer is serviced once per week as normally scheduled.

In the event of adverse weather causing a delay of service, a similar program shall be used to catch up any missed services and reestablish the expected service schedule to the normal day. Residential / service information shall be made available to the public via existing communication resources through the City website, public service announcements, robo calls, etc...

In the event of an emergency situation creating a prolonged interruption of service, residents shall be notified via public service announcements, City of Joplin website, and WCA robo calls of the plan, schedule, and time line required to normalize scheduled services. Waste Corporation shall have sufficient emergency equipment on site to fulfill service obligations and commitments in the event of equipment failure. With our vast network of Missouri facilities, as well as Corporate resources, equipment can be relocated at a moment's notice to accommodate service failures. The current business model for the City of Joplin contract was built on the assumption of utilizing the WCA owned Transfer Station within the City on 7th Street for disposal services. In the event our primary disposal facility was to have an unscheduled shut down for any reason, WCA has options available. WCA could utilize our fully permitted Landfill in Arcadia, Kansas to direct haul any waste collected under the City contract for disposal. Additionally, in the event of an unforeseen catastrophe, Joplin City waste materials could be directed to our Springfield, MO. transfer station and shipped to the WCA owned and operated landfill in Hartville, MO. known as Black Oak Landfill. Black Oak Landfill is also recognized as being in Good Standing with the Missouri DNR.

3. B. 2. e The City desires to pursue a multi-year agreement ….

* WCA has provided appropriate pricing and anticipated future price adjustment parameters per the City RFP on the appropriate Forms labeled “Offer and Schedule of Fees and Expenses” as contained in this proposal, TAB 5. As specified by RFP #101-2016, the maximum annual increase to be implemented is capped at 2%. Normally, Waste Corporation utilizes the industry accepted model for price adjustments as recorded by the Consumer Price Index for water, sewer, and trash as the basis for annual increases. If the CPI for this index should fall below 2%, the lessor percentage would be requested of the City of Joplin.

3. B. 2. f All information stipulated in Section 1.3 to illustrate the Proponents plan to provide the minimum level of service.

* WCA has addressed all minimum levels of service in prior response at beginning of TAB 4.

PROPOSED VEHICLES AND EQUIPMENT

Attach additional sheets as necessary
Attach photographs of typical vehicles and equipment

YEAR	MAKE/MODEL DESCRIPTION	HOURS/MILES (AS OF _____)	OWN/LEASE	NUMBER OF UNITS
2016	Rehrig Pacific Carts	New	Own	25,000 +/-
2015 - 2016	Autocar Xpeditor Chassis	New	Own	4
2015 - 2016	Heil Freedom Bodies	New	Own	4
2015-2016	Ford F-350	New	Own	1
2015-2016	Mack grapple truck	New	Own	1

Environmental

Rehrig Pacific Company

Rehrig Pacific Roll-out Carts



Proven to withstand the rigors of today's collection systems, Rehrig Pacific's **HuskyLite Roll-out Carts** are setting new industry standards for durability and efficiency. Available in 18 gallon through 95 gallon models, for nearly any curbside application, these carts roll easily even with heavy loads. The continuous one-piece handle provides a strong gripping area and the wide wheelbase makes maneuvering easy.

HuskyLite carts are flexible, yet hold their shape even after years of service. A reinforced top lip adds strength and rigidity as do the double drag rail and reinforced bottom. The specially designed wide ground-hugging base helps keep these carts upright and stable.



ROC-65NB *ROC-35MB* *ROC-18/20*

Options for the Roll-out Carts include internal and external locking lids, which can be made with slots for collecting confidential documents or cutouts for recyclable beverage containers. Wheel options include blow-molded wheels or quiet treaded snap-on wheels that install in seconds.

Roll-out Carts are shipped with lids already attached, saving additional assembly time.



ROC-95NB *ROC-95U* *ROC-95FA*

Mixed Sources

HEIL

THE WORLD'S ARE ALWAYS TURNING

Half/Pack® Freedom

High-performance, optimal payload front loader



Environmental Solutions Group

Single-Stream Recycling Guide

Save and Post!

You can now place all recyclables in one bin!


Opened mail & greeting cards


Paper egg cartons

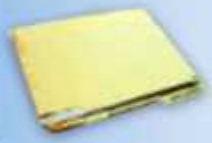

Paperboard boxes



#1-7 Plastic tubs & screw-top jars
(no lids, no #7 PLA compostables, do not flatten)



#1-7 Plastic bottles & jugs
(no lids, no #7 PLA compostables, do not flatten)


File folders


Blueprints


Cans (do not crush or flatten)


Pizza Box


Magazines, brochures & catalogs


White or pastel office paper


Clean, balled aluminum foil (2" or larger) and pie pans


Loose metal jar lids & steel bottle caps


Newspapers & inserts (no bags)


Phone Books

NO

plastic bags

windows

glass

scrap metal

Tyvek® envelopes

plastic 6-pack holders

needles or syringes

plastic microwave trays

frozen food, ice cream or frozen juice containers

mirrors, ceramics or Pyrex®

light bulbs, plates or vases

drinking glasses, window glass

hazardous or bio-hazardous waste

plastics other than those listed

tissues, paper towels, napkins

waxed paper or waxed cardboard

Styrofoam® or paper to-go containers

No need to remove: paper clips, stamps, address labels, staples, tape, wire, metal fasteners, rubber bands, spiral bindings, plastic tabs.

Please flatten all cardboard boxes.

Empty and rinse all containers. Do not flatten containers.

Please follow these guidelines carefully.



Corrugated cardboard & paper bags



Paper milk/ juice cartons
(no foil pouches, do not flatten)



Paper-back books


Empty aerosol cans
(no caps)

CALL:
1-800-323-7548


plastic bags




Styrofoame & paper to-go boxes & cups



WCA

aim for zero waste

Single-Stream Recycling


WCA
Waste Corporation


RECYCLE ONLY
WCA
1-800-323-7548

TAB 5

RATE PROPOSALS AND FINANCIAL STATEMENTS

(C) Offer and Schedule of Fees and Services

Price Matrix for Municipal Services July 2016

Statement of Financial Ability

Most Recent Audited Financial Statement

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

1) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ 11.24 _____PER MONTH/RESIDENTIAL UNIT

ITEM TWO: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal AND provide for the collection and recycling of all approved recyclables as set for in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ 15.24_____PER MONTH/RESIDENTIAL UNIT

ITEM THREE: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

Total Monthly Charge for Solid Waste and Recycling Services for City Facilities: $7,067.98____PER MONTH
(To be calculated for the month of July)

The monthly fee for each location shall be calculated using the following formula:

(Number of Containers) X (Frequency of Pull) X (Unit Charge per Pull) X (4.33 weeks/month) = Charge per month per location

Unit Charge for Pull and Transport to Designated Solid Waste Disposal Facility or Recycling Facility:

CONTAINER SIZE	SOLID WASTE PRICE PER PULL	TIPPING FEE PER TON	RECYCLING CONTAINER PRICE PER PULL
40 Cubic Yard Roll-Off	$130.00__each	$44.11__	$130.00_each
30 Cubic Yard Roll-Off	$130.00__each	$44.11__	$130.00_each
20 Cubic Yard Roll-Off	$130.00__each	$44.11__	$130.00_each
City-owned 30 Cubic Yard Roll-Off	$130.00__each	$44.11__	$130.00_each
2 Cubic Yard Dumpster	$8.78____each		$6.92___each
4 Cubic Yard Dumpster	$12.00___each		$9.18___each
6 Cubic Yard Dumpster	$15.29___each		$11.95__each

8 Cubic Yard Dumpster	$21.20___each	$15.42__each
90 or 96 Gallon Polycart	$2.25____each	$1.50___each

The City may from time to time require roll-off containers for special events and activities.

NOTE TO PROPONENTS:
The City reserves the right to modify the number of containers and the frequency of collection on an as needed basis. The successful Proponent can anticipate a number of changes in the frequency and number of containers stipulated for the recycling services for city facilities. As this is a new service, only estimates of the level of service have been included in Appendix A. As the frequency and/or number of containers change, the monthly charge shall be adjusted accordingly using the quoted Unit Charges above. The City shall pay the successful Proponent for the actual number of pulls provided.

The price for the service below includes hauling a City-owned
30 cubic yard roll-off container of yard waste to city owned compost facility
Or city owned tree debris processing site

CONTAINER SIZE	PRICE PER PULL
City-owned 30 Cubic Yard Roll-Off	$130.00___each

The City-owned compost facility is located at the Turkey Creek Wastewater Treatment Plant situated approximately 2.5 miles west of the Zora and Main Intersection. The Tree debris processing site is located southwest of the Zora and Schifferdecker intersection approximately one-half mile.

2) Schedule of Fees for Annual Escalation Factors: Proponents are limited to the percentage increase listed below, but can propose something less that the maximum:

Maximum Annual Escalation Factors Allowed	Proposed Annual Escalation Factors
Years 1 and 2 – No changes are allowed	__N/A_____
Years 3, 4 and 5 – 2% per year	CPI water, sewer, and trash
Years 6 and 7 – 2% per year (if option to extend is agreed to)	CPI water, sewer, and trash

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.1 PROPOSAL DUE DATE: Sealed proposals will be received at the City of Joplin no later than **3:00 p.m., CST**, **Monday, December 14, 2015**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF JOPLIN
602 S. MAIN
JOPLIN, MO 64801
ATTN: MR. LYNDEN LAWSON

Submitted sealed envelopes should be marked:

Name of Proposer: _Waste Corporation of Missouri, Inc._____
Contact Person:__Max Murray_____
Address of Proposer:_2211 W Bennett, Springfield MO 65807____
Telephone Number of Proposer:_417-851-1925_____
Email Contact:_mmurray@wcamerica.com_____

"Solid Waste Collection Services RFP: #101-2016

APPENDIX A		ANTICIPATED COST FOR MONTHLY SERVICE AS OF JULY 1, 2016					
CITY OF JOPLIN SOLID WASTE SERVICES							
		TRASH		RECYCLING	SINGLE-STREAM		
		CONTAINER	TRASH SERVICE	CONTAINER	RECYCLING SERVICE		
LOCATION	ADDRESS	QUANTITY/SIZE	FREQUENCY	QUANTITY/SIZE	FREQUENCY	Trash	Recycle
Parks Department Office	3010 W. 1st Street	1 / 2CY	1/week	1 / 2CY	1/week	$ 38.02	$ 29.96
Joplin Sports Complex	3301 W. 1st Street	2/ 4CY	1/week	1 / 6CY	1/week	$ 103.92	$ 66.75
Joplin Sports Complex-Softball Field	3301 W. 1st Street	3/ 4CY	1/week	1 / 2CY	1/week	$ 155.88	$ 29.96
Joplin Sports Complex-Soccer Field	3301 W. 1st Street	1 4CY	1/week	1 / 2CY	1/week	$ 51.96	$ 29.96
Gabby Street Ballpark	S. Adele Ave & W. 16 Street	1 / 4CY	1/week May to mid-Sept	1 / 2CY	1/week May to mid-Sept	$ 51.96	$ 29.96
* Joe Becker Stadium	1301 E. 3rd Street	4 / 4CY	3/week during baseball season	1 / 6CY	2/week during baseball season	$ 1,039.20	$ 133.54
Carver Day Care	520 School Avenue	1 / 2CY	1/week June-Aug	1 / 2CY	1/week June-Aug	$ 38.02	$ 29.96
Schifferdecker Pool	4th St & Schifferdecker Ave.	2 / 4CY	2/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept	$ 519.60	$ 59.93
Cunningham Pool	25th & Porter Avenue	1 / 4CY	2/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept	$ 259.80	$ 59.93
Ewert Pool	7th & S Murphy Boulevard	1 / 4CY	2/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept	$ 259.80	$ 59.93
Memorial Hall	212 W. 8th Street	2 / 4CY	1/week	1 / 2CY	1/week	$ 103.92	$ 29.96
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct	$ 103.95	$ 59.93
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March		
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct	$ 207.84	$ 59.93
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March		
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	2/week April-Oct	N/A	N/A	$ 727.44	
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	5/week Nov-March	N/A	N/A		
Justice Center	303 E. 3rd Street	1 / 6CY	3/week	1 / 6CY	2/week	$ 198.62	$ 103.49
Police Sub-Station	115 E. 34th Street	1 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week	$ 9.74	$ 6.50
Health Dept./WIC	321 E. 4th Street	1 /4CY	2/week	1 / 4CY	1/week	$ 103.92	$ 39.75
City Hall	602 S. Main Street	1 / 4CY	1/week	1 / 4CY	3/week	$ 51.96	$ 119.25
**(Current) Public Library	300 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week	$ 38.02	$ 29.96
** (Future) Public Library	20th & Connecticut Avenue	1 / 4CY	1/week	1 / 2CY	1/week		
*** Airport ATC Tower	600 N. Colonial Drive	1 / 2CY	1/week	1 / 90 Gal Cart	1/week	$ 38.02	$ 6.50
Airport Main Terminal	7331 Highway 43	1 / 6CY	2/week	1 / 90 Gal Cart	2/week	$ 132.41	$ 12.99
**** Airport General Aviation Terminal	Highway 171	1 / 2CY	1/week	1 /90 Gal Cart	1/week	$ 38.02	$ 6.50
Airport T-Hangers	Highway 171	12 / 90 Gal Cart	1/week	N/A	N/A	$ 116.88	
Airport General Aviation Terminal	Highway 171	2 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week	$ 19.48	$ 6.50
Central Garage (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week	$ 51.96	$ 39.75
Sign Shop (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week	$ 51.96	$ 39.75
Fire Station # 2	2525 W. Junge Boulevard	1 / 2CY	1/week	1 / 2CY	1/week	$ 38.02	$ 29.96
Fire Station # 3	2727 Newman Road	1 / 2CY	1/week	1 / 2CY	1/week	$ 38.02	$ 29.96
Fire Station # 4	3402 S. Hearnes Boulevard	1 / 2CY	1/week	1 / 2CY	1/week	$ 38.02	$ 29.96
Fire Station # 5	3223 S. Texas Avenue	1 / 2CY	1/week	1 / 2CY	1/week	$ 38.02	$ 29.96
Fire Station # 6	5302 W. 32nd Street	1 / 2CY	1/week	1 / 2CY	1/week	$ 38.02	$ 29.96
***** Fire Station # 7	In vacinity of CR 200 & E.32nd	1 / 2CY	1/week	1 / 2CY	1/week		
***** Public Safety Training Facility	5102 N. Swede Lane	1 / 2CY	1/week	1 / 2CY	1/week		
Turkey Creek Waste Water Plant	3457 Eddy Lane	1 / 6CY	3/week	1 / 4CY	1/month	$ 198.62	$ 9.18
Turkey Creek Waste Water Plant	3457 Eddy Lane	6 / 2CY	3/week	N/A	N/A	$ 684.30	
Shoal Creek Waste Water Plant	2960 Apricot Drive	1 / 4CY	2/week	1 / 4CY	1/month	$ 155.88	$ 9.18
MAPS Admin. Building	123 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week	$ 38.02	$ 29.96
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1 / 40 CY Roll off	As Needed	N/A	N/A		
Leaves/Grass Clippings Collection or	collection location to be	ned 30 CY quantity to be de	As needed	N/A	N/A		
Trash or Bulky Items Collection Event	collection location to be	ned 30CY quantity to be del	As needed	N/A	N/A		
						$ 5,779.22	$ 1,288.76

* Stadium Gate unlocked at 7:30 M -F

** The current Library w ill close and the new one w ill open in the Spring

*** Driv er to push button at gate; Tow er personnel w ill see driv er in camera before entry is permitted. $ 7,067.98

**** Driv er to call 417-437-1710 to secure an "escort" into General Av iation Terminal area.

***** N either of these facilities are in operation at this time; The P.S.T.F. is ex pected to come on-line in late 2016; F.S. #7 is ex pected to come on-line in 2017

December 14, 2015

City of Joplin
Director of Public Works
Attn: Nicholas A. Heatherly
602 S. Main
Joplin, MO 64801

Joseph J. Scarano, Jr.
Chief Financial Officer
WCA Waste Corporation
1330 Post Oak Blvd, 30th Floor
Houston, TX 77056

Mr. Heatherly,

WCA Waste Corporation, the parent of Waste Corporation of Missouri, is a fully-integrated, non-hazardous solid waste management company operating in 10 states. We are one of the larger waste management companies in the United States. The company has over $650 million in assets, services a wide variety and large number of customers and employs over 1,300 people nationwide.

WCA Waste Corporation currently has available funds significantly in excess of the capital requirements to properly service Joplin, Missouri. In addition to cash on hand and cash generated from our operations, we have access to over $60 million of immediately available funds through our Revolving Credit facility.

Sincerely,



Joseph J. Scarano, Jr.

FINIANCIAL STATEMENT FOR WCA WASTE CORPORATION

PARENT COMPANY OF WASTE CORPORATION OF MISSOURI, INC.

RELATIVE TO CITY OF JOPLIN RFP #101-2016

PROPRIETARY CONTENT

TO BE RETURNED FOLLOWING REVIEW

DOCUMENTS RECORDED ON C/D DISK INCLUDED IN BID PACKET

TAB 6

MISC FORMS;

APPENDIX A

BID BOND

AFFIDAVIT OF COMPLIANCE / EXCEPTIONS / ADDENDUMS

STATEMENT OF NO PROPOSAL

NOTARIZED AFFIDAVIT OF COMPLIANCE

E-VERIFY

CERTIFICATE OF GOOD STANDING

SAMPLE CERTIFICATE OF INSURANCE

CONTRACTOR W-9 DOCUMENTS

CONTRACTOR LICENSES / PERMITS

MUNICIPAL REFERENCES

TRANSFER STATION, LANDFILL, AND MRF'S TO BE UTILIZED

JOPLIN RESIDENTIAL TRASH COLLECTION MAP

APPENDIX A

CITY OF JOPLIN SOLID WASTE SERVICES

LOCATION	ADDRESS	TRASH CONTAINER QUANTITY/SIZE	TRASH SERVICE FREQUENCY	*RECYCLING CONTAINER QUANTITY/SIZE*	*SINGLE-STREAM RECYCLING SERVICE FREQUENCY*
Parks Department Office	3010 W. 1st Street	1 / 2CY	1/week	1 / 2CY	1/week
Joplin Sports Complex	3301 W. 1st Street	2/ 4CY	1/week	1 / 8CY	1/week
Joplin Sports Complex-Softball Field	3301 W. 1st Street	3/ 4CY	1/week	1 / 2CY	1/week
Joplin Sports Complex-Soccer Field	3301 W. 1st Street	1 4CY	1/week	1 / 2CY	1/week
Gabby Street Ballpark	S. Adele Ave & W. 16 Street	1 / 4CY	1/week May to mid-Sept	1 / 2CY	1/week May to mid-Sept
* Joe Becker Stadium	1301 E. 3rd Street	4 / 4CY	5/week during baseball season	1 / 8CY	2/week during baseball season
Carver Day Care	520 School Avenue	1 / 2CY	1/week June-Aug	1 / 2CY	1/week June-Aug
Schifferdecker Pool	4th St & Schifferdecker Ave.	2 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Cunningham Pool	25th & Porter Avenue	1 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Ewert Pool	7th & S Murphy Boulevard	1 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Memorial Hall	212 W. 8th Street	2 / 4CY	1/week	1 / 2CY	1/week
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	2/week April-Oct	N/A	N/A
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	.5/week Nov-March	N/A	N/A
Justice Center	303 E. 3rd Street	1 / 6CY	3/week	1 / 6CY	2/week
Police Sub-Station	115 E. 34th Street	1 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week
Health Dept./WIC	321 E. 4th Street	1 /4CY	2/week	1 / 4CY	1/week
City Hall	602 S. Main Street	1 / 4CY	1/week	1 / 4CY	3/week
**(Current) Public Library	300 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week
** (Future) Public Library	20th & Connecticut Avenue	1 / 4CY	1/week	1 / 2CY	1/week
*** Airport ATC Tower	600 N. Colonial Drive	1 / 2CY	1/week	1 / 90 Gal Cart	1/week
Airport Main Terminal	7331 Highway 43	1 / 6CY	2/week	1 / 90 Gal Cart	2/week
**** Airport General Aviation Terminal	Highway 171	1 / 2CY	1/week	1 / 90 Gal Cart	1/week
Airport T-Hangers	Highway 171	12 / 90 Gal Cart	1/week	N/A	N/A
Airport General Aviation Terminal	Highway 171	2 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week
Central Garage (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week
Sign Shop (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week
Fire Station #2	2825 W. Junge Boulevard	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #3	2727 Newman Road	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #4	3402 S. Hearnes Boulevard	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #5	3223 S. Texas Avenue	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #6	5302 W. 32nd Street	1 / 2CY	1/week	1 / 2CY	1/week
***** Fire Station #7	In vacinity of CR 200 & E.32nd	1 / 2CY	1/week	1 / 2CY	1/week
***** Public Safety Training Facility	5102 N. Swede Lane	1 / 2CY	1/week	1 / 2CY	1/week
Turkey Creek Waste Water Plant	3457 Eddy Lane	1 / 6CY	3/week	1 / 4CY	1/month
Turkey Creek Waste Water Plant	3457 Eddy Lane	6 / 2CY	3/week	N/A	N/A
Shoal Creek Waste Water Plant	2860 Apricot Drive	1 / 4CY	3/week	1 / 4CY	1/month
MAPS Admin. Building	123 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1 / 40 CY Roll off	As Needed	N/A	N/A
Leaves/Grass Clippings Collection or Tree Limbs/Brush Collection	collection location to be determined	City Owned 30 CY quantity to be determined	As needed	N/A	N/A
Trash or Bulky Items Collection Event	collection location to be determined	City Owned 30CY quantity to be determined	As needed	N/A	N/A

* Stadium Gate unlocked at 7:30 M-F

** The current Library will close and the new one will open in the Spring of 2017.

*** Driver to push button at gate; Tower personnel will see driver in camera before entry is permitted.

**** Driver to call 417-437-1710 to secure an "escort" into General Aviation Terminal area.

***** Neither of these facilities are in operation at this time; The P.S.T.F. is expected to come on-line in late 2016; F.S. #7 is expected to come on-line in 2017

Bond No. 867363

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, Waste Corporation of Missouri, Inc., 2211 W. Bennett, Springfield, MO 65807, Principal, and, Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124-6106, the Surety, are hereby bound unto the City of Joplin, 602 South Main, Joplin, MO 64801, Obligee, in the penal sum of Ten Thousand and 00/100 Dollars ($10,000.00), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Residential waste and recycle services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; nor shall the Surety be obligated to give a bond for performance.

If the Obligee makes no award within ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

Signed, sealed and executed this 14th day of December, 2015.

Waste Corporation of Missouri, Inc.
Principal

By: _____

Witness: _____

Evergreen National Indemnity Company
Surety

By: _____
Patricia A. Temple, Attorney-In-Fact

Witness: _____
Timothy Covert

Form CSC#101

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH

POWER OF ATTORNEY

POWER NO. **867363**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

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

PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force 14th day of December, 2015.

Wan C. Collier, Secretary

STOCK CASUALTY

Certificate of Authority

Missouri Department of Insurance

It is Hereby Certified, That

EVERGREEN NATIONAL INDEMNITY COMPANY

AN OHIO CORPORATION

has complied with the requirements of the Insurance Laws of this State, and is hereby authorized subject to the provisions thereof and of the Charter powers of said company, to do the insurance or other business listed on the reverse side which are specifically designated by the following numerals:

B1, B2, B3 and B5

in the State of Missouri. This Certificate is a continuous authority and shall not be re-executed annually. This Certificate shall be extended each ~~July 1~~ upon application for renewal by the company and upon payment of the statutory fees and taxes, and shall remain in full force and effect unless refused, suspended, or revoked by the Director.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be hereto affixed Seal of said Department. Done at my office in the City of Jefferson, this 8th day of October 19 96

Director of Insurance

JAY ANGOFF

KEY:

A. Life and Health (Chapter 376, RSMo)

1. Life, annuities and endowments (§376.010, RSMo)

2. Accident and Health (§376.010, RSMo)

3. Variable Contracts (§376.309, RSMo)

B. Property and Casualty (Chapter 379, RSMo)

1. Property (§379.010.1(1), RSMo)

2. Liability (§379.010.1(2), RSMo)

3. Fidelity and Surety (§379.010.1(3), RSMo)

4. Accident and Health (§379.010.1(4), RSMo)

5. Miscellaneous (§379.010.1(5), RSMo)

C. Health Services Corporation (§§354.010 - 354.380, RSMo)

D. Health Maintenance Organization (§§354.400 - 354.550, RSMo)

E. Prepaid Dental Plan (§§354.700, et seq., RSMo)

F. Missouri Mutual (§§380.011 - 380.151, RSMo)

G. Extended Missouri Mutual (§§380.201 - 380.601, RSMo)

1. Fire (§380.261(1), RSMo)

2. Windstorm (§380.261(2), RSMo)

3. Liability (§380.261(3), RSMo)

4. Crops (§380.261(4), RSMo)

5. Other (§380.261(5), RSMo)

H. Title (Chapter 381, RSMo)

I. Professional Malpractice Assessable (Chapter 383, RSMo)

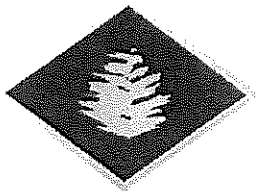
J. Political Subdivision Assessable (Sections 537.620 - 537.650, RSMo)

K. Assessment Plan Life (Sections 377.010 - 377.190, RSMo)

L. Stipulated Premium (Sections 377.199 - 377.460, RSMo)

M. Fraternal Benefit (Chapter 378, RSMo)

N. Other (specify)



Evergreen National Indemnity Company

Certificate

2014

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

STATEMENT OF INCOME

Direct Written Premium	$ 32,858,244
Reinsurance Assumed	4,322,556
Reinsurance Ceded	(25,184,243)
Net Written Premium	11,996,557
Change in Unearned	100,034
Net Earned Premium	12,096,591
Losses & LAE Incurred	26,984
Net Commission Expense	7,605,530
Other Expenses	3,115,544
Underwriting Gain/ (Loss)	1,348,533
Net Investment Income	849,340
Net Realized Capital Gains (Loss)	454,783
Other Income/ (Expense)	627
Income Before FIT	2,653,283
Federal Income Tax	748,122
Net Income	**1,905,161**

BALANCE SHEET

Assets	
Invested Assets	43,597,974
Agent's Balances (net of Reins.)	2,062,101
Reinsurance Recoverable	315,130
Other Assets	784,303
Total Assets	**46,759,508**
Liabilities & Surplus	
Unearned Premium Reserve	4,871,404
Loss & LAE Reserves	3,486,422
Ceded Reinsurance Payable	3,526,692
Other Liabilities	1,665,656
Total Liabilities	**13,550,174**
Surplus	**33,209,334**
Total Liabilities & Surplus	**46,759,508**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2014.

David A. Canzone, Treasurer

AFFIDAVIT OF COMPLIANCE

SOLID WASTE COLLECTION SERVICES RFP: #101- 2016

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

__X__ We **TAKE** exception to the RFP Documents/Requirements as follows:

WCA takes exception to the open ended assignment and subsequent repairs to and charge for "road damage" without Contractor right of discussion or objection and would respectfully submit alternate proposals for the City's consideration of damage to right of ways disputed by Contractor with the exception of any such repairs attributed to Contractor negligence or liability in causing an accident, please refer to TAB 7 "Considerations to the City of Joplin".

WCA takes exception to certain clauses / definition of the City contract as listed in RFP #101-2016 as detailed in the attached and would respectfully ask said clauses to be negotiated to the satisfaction of both City and Contractor.

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name Waste Corporation of Missouri, Inc.

By _____
(Authorized Person's Signature)

Max Murray, Municipal Marketing
(Print or type name and title of signer)

Company Address Waste Corporation of Missouri, Inc.

2211 W Bennett

Springfield, MO 65807

Telephone Number 417-851-1925

FAX: 417-832-0650

Date: December 15, 2015

ADDENDA

Bidder acknowledges receipt of the following amendment:

Addendum No. #1 Date 11-17-2015

Addendum No. #2 Date 11-20-2015

Addendum No. #3 Date 12-03-2015

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Email mmurray@wcamerica.com

FEID No. 76-0657707

CONTRACT EXCEPTIONS;

Waste Corporation of Missouri, Inc. ("WCA") submits the following comments and exceptions to the standard form of collection Agreement that is included in the City of Joplin Solid Waste Collection Services RFP #101-2016:

1. Agreement – contract references. The legal contract is titled Agreement but it is referred throughout the document as "the contract." Either the term "contract" needs to be added as a defined term or the word "contract" should be changed to "Agreement.

2. Section 1 – Exclusive Franchise. Language should be added to Section 1 that states that the City is granting the Company an exclusive franchise throughout the term of the contract for the collection of non-hazardous solid waste within the jurisdictional limits of the City.

3. Section 7 – Termination for Convenience. The 30-day convenience termination provision that the City has under Section 7 creates unreasonable capital investment risk. WCA or any successful bidder will be required to make a substantial capital investment in trucks, containers and other equipment to perform the waste collection services contemplated by the Agreement. If the City has the right to terminate the Agreement without cause and at its own convenience, the City should be obligated to reimburse WCA (or any other successful bidder) the capital investment it has made in order to perform the waste collection services. The City may not be authorized to make such a commitment and, if not, this provisions should be deleted,

4. Section 8 – Consent to Assignment. The required consent of the City to an assignment of the Agreement should state that such consent from the City will/shall not be unreasonably withheld. Alternatively, no consent should be required for an assignment to another waste collection service provides that meets a financial qualification set forth in the Agreement, such an assignment to a waste collection service provider with at least $50 million of annual revenue would not require the City's consent.

5. Section 12 – Appropriate of Funds. If the Agreement is terminated because funds have not been appropriate, the term of the Agreement should be abated and the Agreement reinstated once appropriations are made.

6. Section 13 – Substitutions. This section should be clarified to allow the Company to use replacement vehicles that are of equal quality to the vehicles that the Company represents will be used to perform solid waste collection services. Requiring the City to approve each vehicle that the Company puts into service would be administratively burdensome.

7. Section 20 – Self Insurance. The City should acknowledge that self-insurance or deductibles of up to $250,000 are acceptable and permissible under any of the insurance policies or coverages required by Section 20.

8. Section 21 – Indemnification Limitations. The indemnification obligations of Section 21 should not extend such protection to the City or any other person for its own negligence or willful misconduct. In legal terms, the Company should not be subject to any express negligence obligations, which means it is not obligation to indemnify a person whose injury or damages are caused by such person's own negligence.

9. Section 21 – Damage to Streets and Roadways. Whether in Section 21 or elsewhere, the City should represent to the Company that all streets and roadways are able and will be maintained to withstand the weight of the Company's fully-loaded vehicles and expressly state that the Company's indemnification obligations shall not apply to any damage to streets and roadways unless caused by the Company's negligence or improper operation of its vehicles.

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2016

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2016** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____ OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Kevion O'Brien *(Name* who is Regional Vice President *(Title)* of Waste Corporation of Missouri, Inc. *(Name of company)*, a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: Kevin O'Brien

Subscribed and sworn to before me this 9 day of December, 2015.

Notary Public

My commission expires: 12/3/16

Company ID Number: 40635
Client Company ID Number: 297548

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **WCA Management Company, L.P.** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

Company ID Number: 40635
Client Company ID Number: 297548

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400

Houston, TX 77056

County or Parish: HARRIS

Employer Identification Number: 760700073

North American Industry Classification Systems Code: 562

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

E-Verify

Company ID Number: 40635
Client Company ID Number: 97548

Approved by:

Employer WCA Management Company, L.P.

Michael A. R. — Name (Please Type or Print)

Signature

Vice President — Title

1-19-10 — Date

Designated Agent LawLogix Group, Inc.

Ronnie Ho — Name (Please Type or Print)

Title

Electronically Signed — Signature

01/19/2010 — Date

Department of Homeland Security – Verification Division

Rebecca K. Green — Name (Please Type or Print)

Deputy Branch Chief/E-Verify — Title

Rebecca K. Green — Signature

1/19/10 — Date

STATE OF MISSOURI

Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WCA WASTE CORPORATION

using in Missouri the name

WCA WASTE CORPORATION
F01273903

a DELAWARE entity was created under the laws of this State on the 5th day of December, 2012, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 27th day of March, 2015.

JASON KANDER
Secretary of State

Certification Number: CERT-03272015-0103

SAMPLE DOCUMENT ONLY

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 07/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 | FAX (A/C, No): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	New Hampshire Ins Co	23841
INSURER B:	Lexington Insurance Company	19437
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
WCA Waste Corporation
1330 Post Oak Blvd.
30th Floor
Houston TX 77056 USA

COVERAGES **CERTIFICATE NUMBER:** 570068712212 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			01418US816 SIR applies per policy terms & conditions	08/01/2015	08/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CA 4584381	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Payments Lia	$5,000,000 $5,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE AGGREGATE	
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC053409049 AOS WC053409048 FL	08/01/2015 08/01/2015	08/01/2016 08/01/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured is provided for the Auto Liability and General Liability on a blanket basis when required by written contract. Requests for other extensions of coverage by endorsement must be requested from the insurance companies if the bid is awarded.

Certificate No : 570068712212

CERTIFICATE HOLDER

WCA Waste Corporation
1330 Post Oak Blvd.
30th Floor
Houston TX 77056 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

©1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Waste Corporation of Missouri, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2120 W. Bennett St

Requester's name and address (optional)

City, state, and ZIP code
Springfield, MO 65804

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
76 : 0657707

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF
JOPLIN
MISSOURI

Business name . : WASTE CORPORATION OF MO INC
Phone number . : (417) 623-6620 Ctl nbr . : 3370
Location addr . : 3700 W 7TH ST
Lic Nbr/Class . : 15 00012990 TRASH HAULER
Issue date . . : 1/05/15 Expiration date . : 12/31/15

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO INC
3700 W 7TH ST
JOPLIN MO 64801-5901

Waste Corporation of Missouri - Joplin Transfer Station

Permit Number: 0409701
Date Issued:
County: Jasper
Solid Waste Management District: M (../swmd/distm.htm)
DNR Regional Office: Southwest Regional Office (../../../regions/swro.htm)

Contact:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

Owner:
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
Phone: 816-223-2870

OAK GROVE LANDFILL PERMITS

1150 E 700 AVE

ARCADIA, KS 66711

Oak Grove Landfill:

Solid Waste Permit: #0819

Air Permit: #0370039

Storm Water Permit General: #S-MCST-0701-1

Current life expectancy of Oak Grove landfill is through 2038.

Active Municipal Partnerships

City of Webb City
200 S Main
Webb City, MO. 64870
Kim DeMoss
417-673-4651
Customer since November, 2003

City of Baxter Springs
1445 Military Ave.
Baxter Springs, KS.
Mayor
620-856-2114
Customer since November, 2006

City of Sarcoxie
P.O. Box 130
Sarcoxie, MO. 64801
Sonny Jewell
417-548-7242
Customer since November, 2009

City of El Dorado Springs
135 W. Spring
Eldorado Springs, MO. 64744
Bruce Rogers
417-876-2521
Customer since January, 2000

City of Neosho
203 E Main
Neosho, MO. 64850
Dillion Worley
417-457-8050 XT241
Customer since June, 2008

Additional references available upon request.

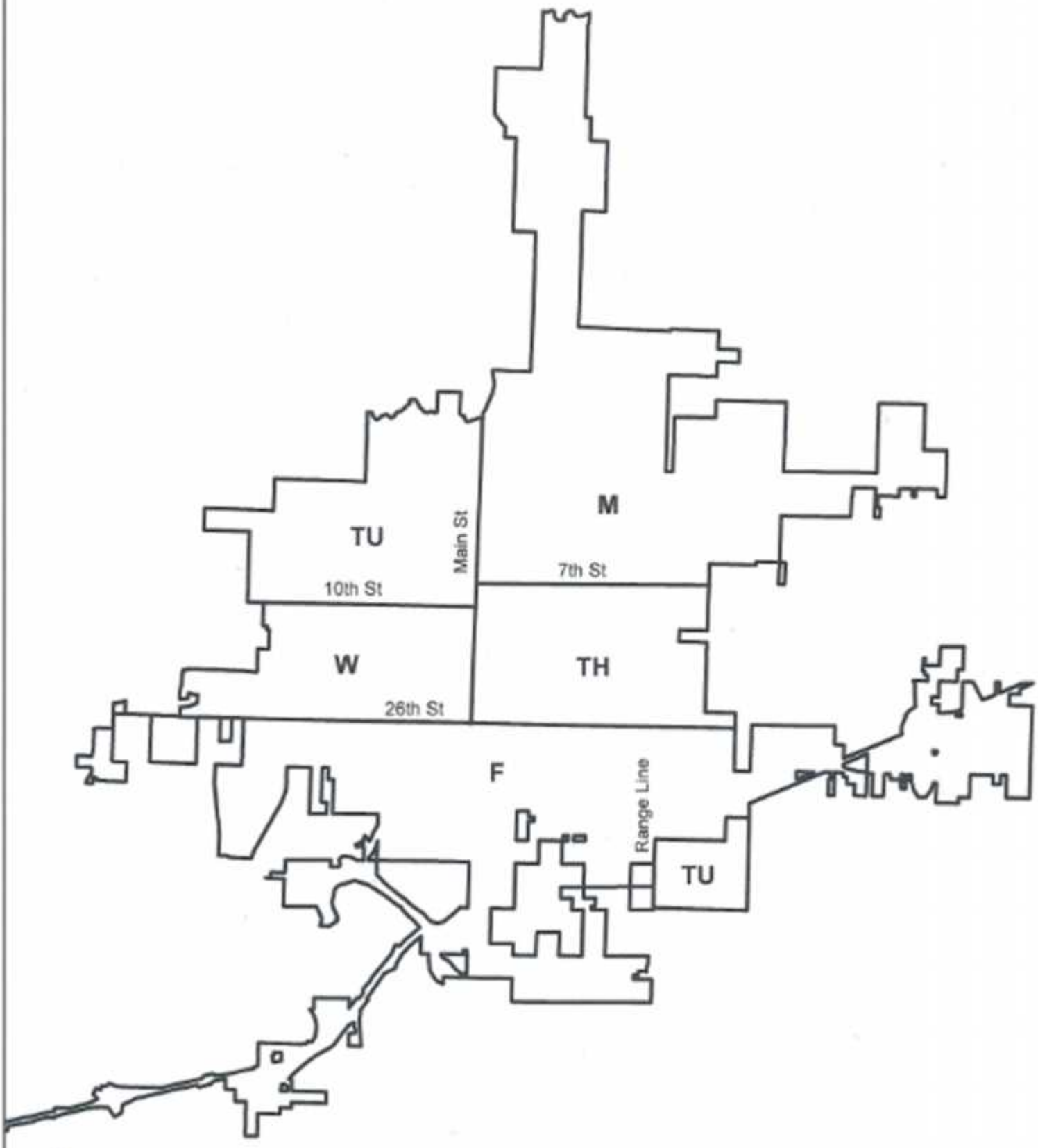
Transfer Station, Landfill, and MRF's to be Used

Waste Corporation of Missouri's Joplin Transfer Station shall be used for the initial processing of all waste and recycle materials collected through the waste and recycle contract with the City of Joplin. The Transfer Station is legally Permitted with the Missouri Department of Natural Resources and abides by all relevant rules and regulations as pertain to such facilities. The transfer station is located at 3700 W 7th Street, Joplin, MO, literally 100 yards outside the Joplin City Limits. (Copy of registration permit included)

Waste Corporation of Missouri shall utilize the Company owned and operated landfill, Oak Grove Landfill, located across the State line in Arcadia, Kansas. Oak Grove Landfill is a state-of-the-art landfill using the latest technology to turn landfill gas into electricity which is in turn marketed through local electric companies. Oak Grove meets all KDHE rules and regulations and has a good history with the State of Kansas. (Permit info following)

Waste Corporation of Missouri has access to multiple MRF facilities to process recyclable materials collected in conjunction with the City of Joplin recycle contract. In addition to the three existing facilities in Joplin, Waste Corporation has commitment agreements with New American Recycle / Greenway Recycling in Springfield as well as owning our own MRF facility, Town and Country Recycling in Harrisonville, MO. All recycle products will initially be transported to the Joplin Transfer Station for packaging into larger loads prior to shipment to the scheduled processor.

Joplin Residential Trash Collection Map



TAB 7

CITY OF JOPLIN GOALS AND CONSIDERATIONS

ACHIEVING CITY OF JOPLIN GOALS

MONTHLY CONSIDERATIONS TO THE CITY OF JOPLIN

Achieving City of Joplin Goals:

It is not an easy decision for a municipality to choose a provider for a service as instrumental as solid waste collection and the City of Joplin wants to be certain that is has chosen the best partner. After reviewing our presentation, we are confident you will agree that WCA has the experience and qualifications to meet your requirements and is the right choice for the City of Joplin.

Trash and Recycle Services:

Waste Corporation desires to enhance the current service as well as implement a premium yardwaste and recycle service by utilizing 95 gallon carts to insure materials are not scattered on the ground for scavenging or litter control. Because our waste materials are ultimately disposed of in a permitted State of Kansas landfill facility, we are capable of accepting both yardwaste and residential solid waste commingled together. If the resident has limited amounts of yardwaste, it can simply be placed in the trash cart for removal. Should a customer need more storage capacity for yardwaste, an additional cart will be supplied at no additional cost.

Our single stream recycle service is second to none and sets the standards for others to follow. This system has been designed to utilize the 95 gallon recycle cart in order to maximize the volume of materials that can be removed from the waste stream without requiring excess recycle products to be stacked along the City right of way and being strewn about.

In the Residential Collection process the Team WCA Drivers adhere to all local and state polices while driving the roadways. Any infractions are immediately addressed by the supervisor for correction and other necessary actions. The drivers will have practice run their routes prior to the initial start date of the contract. Having the drivers familiar with the routes will be integral part in a smooth transition. Team WCA drivers will collect residential solid waste, recycling and yard waste per the City specifications and will do so in a professional way. At the end of the day the Team WCA Drivers will have completed their routes; as the motto is quoted; *"No route will be left behind!"*

Customer Service – *It's A Way of Life*

City Facility Solid Waste and Recycle Services:

Waste Corporation proposes to place new equipment at City Facilities for both solid waste and recycle collection. Our high profile recycle containers will call attention to the City's efforts to promote recycling to the community at large as well as promote the conservation of our natural resources by reuse and recycle. With local offices and drivers living in and around the City of Joplin, services are readily available on any day that is most beneficial to the City. Again, the introduction of a single stream recycle collection system can double the amount of materials the City of Joplin removes from the waste stream and helps reduce budgeted costs for services as provided in the past.

Non-Residential Recycle Services for the Business Community:

By structuring the City RFP in the manner it was written, it will be helpful to insure every commercial business has the opportunity to become involved in a recycle program. Commercial customers can reduce their normal monthly waste removal costs by simply choosing a recycle container that fits their need and reduce the size container and frequency of collection for solid waste collection. Materials collected from commercial entities will also be single stream, mirroring the products collected from residential customers.

Transitioning –

The City of Joplin wants to be assured that the transition process will be as smooth as possible. WCA recognizes that bringing in new service providers and changing service days or methods of collection can present a number of challenges, but these can be tackled easily with the right team in place. WCA is confident that it can provide the City with the right team!

WCA would like to reassure the City that we will be there every step of the way, working as a partner to make sure that the job is done right. WCA has conducted many smooth transitions – in fact, every municipal contract involves some type of transition. WCA has helped municipalities to implement major initiatives, such as making the change from dual stream recycling to single stream recycling. Some of WCA's municipalities have elected to transition from manual to automated solid waste collection, and the WCA Team has facilitated this process for them. WCA has received high remarks on the exceptional customer service it provides to not only residents, but to the municipality itself. We ask that you call our customers and investigate our references to hear some of this first-hand.

By mirroring the existing waste collection route territories and providing all services on the same day, Waste Corporation can eliminate many of the initial concerns citizens might have with any transition in services.

Safety – *A Company Wide Initiative*

Collecting solid waste consistently ranks as one of the most dangerous jobs in the United States, and the safety of employees and customers is a main concern at WCA. Each site has its own safety manager, who works to create a culture of safety in their local area. Like many others in the industry. WCA's management team believes that you have to practice what you preach in safety, and applies this thinking throughout the corporation. WCA strictly follows all current safety regulations and compliances to adhere to all DOT and OSHA standards.

Budgeting:

By committing to the prices as detailed in WCA's response to the City's RFP, the City and Citizen's as a whole can build annual budgets without unexpected increases. Cities are no different from business and residential entities, we all must live within our anticipated income / revenue and there is a comfort in eliminating the unknown that might cause a budgeted plan to go awry. With the offer of our two (2) options for service, Waste Corporation has presented a long term solution to the residential solid waste,

yardwaste, bulky item, and recycle collection services for the residents of the Joplin community, presenting them with a premium service with premium pricing.

Monthly Revenue Considerations for the City of Joplin

Waste Corporation would propose to provide a monthly consideration to the City of Joplin, not to be confused with any administrative fees, in the amount of $0.75 per residential unit serviced under the City contract as a road maintenance fee. This is a similar program that Jefferson City has used for many years to recoup costs created by the normal wear and tear of residential waste trucks on residential right of ways. The City would be responsible to adjust WCA's quote for service from $11.24 and $15.24, respective of option accepted, to $11.99 and $15.99 respectively. The City would then be responsible to withhold the $0.75 per unit each month from each paid residential bill prior to forwarding payments for service rendered to Waste Corporation. The total annual road consideration to the City of Joplin would be capped at $150,000 per year but would be adjusted on each anniversary date of the contract equal to the percentage rate used to adjust the monthly service fees for services provided. It is our belief that this consideration will compensate the City of Joplin for many street repairs that are not caused by negligence or an accident of the Contractor but rather are created by long term use of roadways in the residential areas. This consideration would be integrated into any contractual agreement between the City of Joplin and Waste Corporation in lieu of the provisions recorded in RFP #101-2016 which allude to damages / repairs of City right of ways caused by reasons other than actual negligence or accidents caused by the Contractor.

Contractor supplied Certificate of Insurance will address property damages caused in the event of accidents or verifiable roadway damage due to Contractor negligence.

The City of Joplin shall be responsible to assign any Administrative Fees required / necessary to the rates as quoted on TAB 5, Offer and Schedule of Fees and Expenses, and adjust said fees in an equal amount. The City shall retain said fees for administrative costs as well as the $0.75 per resident monthly consideration prior to compensating Contractor for services rendered.

TAB 8

SAMPLE: RESIDENTIAL FLYER

NEW Curbside Collection Services

New residential curbside garbage collection services are beginning April 1st, 2016.

Each household in Joplin is receiving one new trash cart and one new recycling cart, at no additional charge. Maintenance of the carts is also included.

All residents need to start using these carts beginning on April 1st, 2016

Curbside Collection Service Provider

City of Joplin has continued to contract with WCA to service your area. For more information about WCA, visit www.wcawaste.com.

Holiday Schedule

If a household's collection day falls on a holiday, collection will occur on the following business or next calendar day. For example, a household receiving Monday collection and Monday is a holiday, your collection day will be Tuesday. There will be no collection services on the following holidays:

- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

Following a holiday, residents may dispose of excess trash in plastic bags outside of their trash cart on their next scheduled collection day. For example, a household receiving Monday garbage collection and Monday is a holiday, a resident may dispose of excess trash in plastic bags outside of their carts on Tuesday.

WCA Proudly Serving City of Joplin
602 S. Main
Joplin, MO 64801

www.wcawaste.com

Guide to City of Joplin

Curbside Collection Services



New Household Garbage & Recycling Carts

The new household garbage and recycling carts are designed to easily be collected by automated collection vehicles. These vehicles use mechanical arms, operated by the driver in the cab of the truck, that grab, lift and empty the cart and return it to the ground.

Do NOT use the carts until the start of the program on April 1, 2016.

To help the collection stay on schedule, follow these simple steps:

1. Place items at the curbside by 6 a.m. the day of the scheduled collection service.
2. Place the wheels of the carts toward the house and the arrow on the cart pointed toward the street.
3. Place the carts two (2) feet from one another and objects like mailboxes and parked vehicles.

What can be recycled with this new program?

Paper Products

All paper/fiber products (junk mail, newspapers & magazines)
Corrugated cardboard
Boxboard cardboard

Plastic Containers:

All household plastic containers marked with the recycling symbol (with or without caps)

Metal Containers:

Aluminum containers
Steel cans
Tin cans

No Glass Containers:

All clear and colored glass (with or without lids)

ITEMS NOT RECYCLABLE: Styrofoam, batteries, light bulbs, plastic bags & items contaminated with food.

Trash & Recycling Schedule

Beginning April 1st, 2016, trash collection schedule will not change. Trash will be collected in this 96 gallon cart. (Collection day should be the same.)



Recycling will be collected on the same day as trash. Recycling will be collected in this 96 gallon container.



Disposal of Yard Waste

- Beginning April 1st, 2016, yard waste will be collected using the 96 gallon cart once a week on Mondays
- Residents are required to place all yardwaste in the 96 gallon cart along with normal trash and placed at curb on scheduled service day. Additional cart is avaliable for yard waste if necessary.
- Branches and limbs should be no longer than four (4) feet in length, and six (4) inches in diameter, and must be less than 50 pounds and stacked uniformly.
- Items not considered yard waste include: root balls of trees and shrubs, branches exceeding four (4) inches in length

Bulk Waste & White Goods

Large, bulky items such as a sofa or a range, can be placed at the curb for collection. Residents can also contact WCA at 800-747-7701 to schedule a pickup. Services will be performed on the regular scheduled service day.

Additional Carts

Additional Carts: Additional household garbage carts are available to residents. If residents are interested in purchasing additional garbage carts, please contact WCA to set up service at 800-747-7701.

EXHIBIT C

CITY OF JOPLIN 2016

CITY FACILITY COLLECTION SERVICES

Trash				**Recycle**			
Size	Freq	Rate	Per Pickup	Size	Freq	Rate	Per Pickup
0.5	1	$9.74	$ 2.25	0.5	1	$6.50	$ 1.50
2	1	$38.02	$ 8.78	2	1	$29.96	$ 6.92
2	2	$76.03	$ 8.78	2	2	$59.93	$ 6.92
2	3	$114.05	$ 8.78	2	3	$89.89	$ 6.92
4	1	$51.96	$ 12.00	4	1	$39.75	$ 9.18
4	2	$103.92	$ 12.00	4	2	$79.50	$ 9.18
4	3	$155.88	$ 12.00	4	3	$119.25	$ 9.18
4	5	$259.80	$ 12.00	4	5	$198.75	$ 9.18
6	1	$66.21	$ 15.29	6	1	$51.75	$ 11.95
6	2	$132.41	$ 15.29	6	2	$103.49	$ 11.95
6	3	$198.62	$ 15.29	6	3	$155.23	$ 11.95
8	1	$91.80	$ 21.20	8	1	$66.75	$ 15.42
8	2	$183.59	$ 21.20	8	2	$133.54	$ 15.42
8	3	$275.39	$ 21.20	8	3	$200.31	$ 15.42

Roll off Services

Trash			**Recycle**
	Price Per Pull	Tipping Fee Per Ton	Price Per Pull
40 cubic yard	$ 130.00	$ 44.11	$ 130.00
30 cubic yard	$ 130.00	$ 44.11	$ 130.00
20 cubic yard	$ 130.00	$ 44.11	$ 130.00
City-owned 30 cubic yard	$ 130.00	$ 44.11	$ 130.00
City-owned 30 yard for compostable materials			$130.00

SOLID WASTE COLLECTION RFP #101-2016

RFP #101-2016: Summary Sheet of Evaluation Team
Date: __December 17, 2015_____

	REPUBLIC SERVICES				WASTE CORPORATION OF AMERICA (WCA)				INLAND WASTE CORPORATION			
	5.0%	10.0%	25.0%	60.0%	5.0%	10.0%	25.0%	60.0%	5.0%	10.0%	25.0%	60.0%
	Experience	Understanding	Plan & Implementation	Cost	Experience	Understanding	Plan & Implementation	Cost	Experience	Understanding	Plan & Implementation	Cost
BRIAN	8	8	9	9	6	8	9	10	8	7	6	8
CHRISTINA	10	10	9	9	8	10	10	10	9	8	5	8
LYNDEN	10	10	10	9	9	10	8	10	8	6	0	8
MARY ANNE	9	9	7	9	9	9	9	10	5	5	4	8
STEVE	9	9	9	9	9	10	10	10	10	8	6	8
AVERAGE SCORE	9.200	9.200	8.800	9.000	8.200	9.400	9.200	10.000	8.000	6.800	4.200	8.000
WEIGHTED SCORE	0.460	0.920	2.200	5.400	0.410	0.940	2.300	6.000	0.400	0.680	1.050	4.800
TOTAL SCORE		8.980				9.650				6.930		

COUNCIL BILL NO. 2016-103 ORDINANCE NO.

AN ORDINANCE approving a contract for solid waste and single-stream recycling collection, disposal, and processing services for single-family and duplex residential living units, as well as for City owned buildings, facilities, and operations; and dealing generally with the residential trash service established by Ordinance in 2004; and adding City facilities to said contract/agreement; and authorizing the Director of Public Works to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

WHEREAS, since April 1, 2004 the City of Joplin has managed residential trash service through an exclusive franchised agreement and said agreement expires on March 31, 2016; and

WHEREAS, the City of Joplin accepted three competitive, sealed Proposals (RFP #101-2016) on December 15, 2015 for residential trash service, City of Joplin operations trash service, and single-stream recycling services; and

WHEREAS, the City of Joplin desires to continue the residential trash service management through a new exclusive agreement with the start date of April 1, 2016; and

WHEREAS, the City of Joplin buildings, facilities, and operations generate solid waste and recyclables through the course of doing business and desires to combine these services with the residential agreement for the proper collection, hauling, disposal, and processing of said solid waste and recyclables; and

WHEREAS, the City of Joplin desires to add single-stream curbside recycling for single-family and duplexes, and to select City facilities within the same agreement; and

WHEREAS, the City's FY2015-2016 budget provides for "sanitation charges" and "residential trash administration" and the FY2016-2017 budget will provide for same; and

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

Section 1. That the Solid Waste Collection and Recycling Services Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Waste Corporation of Missouri, Inc., the same being attached hereto and is incorporated herein as "Attachment A."

Section 2. That the Director of Public Works is hereby authorized and directed to execute said contract, in substantial conformance to that attached hereto, by and on behalf of the City of Joplin, Missouri.

Section 3. This ordinance is an emergency within the means of Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation the public health of the community by ensuring the uninterrupted collection and disposal of solid waste thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of _____, 2016, by a _____vote.

_____
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: February 1, 2016
Council Bill No. 2016-104

Item: Work Authorization with Anderson Engineering for continued design of infrastructure projects in the recovery area

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization No. AND-DR2-PAP3-1
2) Council Bill No. 2016-104

Department Head: Troy Bolander	Date:
Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a Work Authorization with Anderson Engineering in the not to exceed the amount of $267,007.00 for design of infrastructure projects in the recovery area.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". On August 4, 2014 Council Bill 2014-159 was approved by Council which authorized City staff to enter into an agreement with Anderson Engineering for providing professional design services for a portion of the recovery area. In July of 2014 at a special work session the City Council approved a list of projects to move forward with. Six of the approved projects are part of Anderson Engineering's area of responsibility. Anderson Engineering has completed the first work authorization and with approval of this Council Bill will continue with design of infrastructure projects in the recovery area.

Discussion In accordance with the City of Joplin's Procurement policies, Anderson Engineering was selected for design of Storm Sewers, Sidewalks, and Curb & Gutters in a portion of the recovery area. City staff and the City's CDBG-DR administration & compliance consultant have worked with Anderson Engineering to prepare this work authorization. This work authorization is for work that will be completed on or before October 1, 2016. There will be additional work

authorizations as the projects move forward. The funding for CDBG Disaster Recovery has a time limitation of 2 years and the partial action plan this work authorization is part of expires on December 4, 2016.

Recommendation: Staff recommends Approval of a Work Authorization with Anderson Engineering in the not to exceed the amount of $267,007.00 for design of infrastructure projects in the recovery area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering, Inc. Address: 811 E 3rd Street Joplin, MO 64801	
Attention: Nicholas Heatherly, P.E., C.F.M. nheather@joplinmo.org		Attention: Neil Brady, P.E., nbrady@aeincmo.com Jason Eckhart, P.E., jeckhart@aeincmo.com	
Department: Public Works		Phone: 417.782.7399	Fax: 417.782.7398
Phone: 417.624.0820 x 500	Fax: 417.625.4738	CDBG Project 2, Non-LMI from 1/1/16 to 9/30/16	

WORK AUTHORIZATION NUMBER AND-DR2-PAP3-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Work Authorization AND-DR2-PAP3-1 Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Work Authorization AND-DR2-PAP3-1 Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Work Authorization AND-DR2-PAP3-1 Exhibit C***.

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

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Work Authorization AND-DR2-PAP3-1 Exhibit A*** and ***Work Authorization AND-DR2-PAP3-1 Exhibit B***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule set forth in ***Work Authorization AND-DR2-PAP3-1 Exhibit C*** and description of services set forth in ***Work Authorization AND-DR2-PAP3-1 Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **AND-DR2-PAP3-1** exceed the sum of **Two Hundred Sixty-seven Thousand Seven and 00/100 Dollars ($267,007.00).**

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

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Dan Johnson, P.E. Stormwater Manager

Troy Bolander, Director of Planning,
Development and Neighborhood Services

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Anderson Engineering, Inc.

By: Jason Eckhart

Printed Name: Jason Eckhart, P.E.

Title: Vice President

Date: 1/19/16

CITY OF JOPLIN, MISSOURI

By:

Nicholas Heatherly, P.E.
Public Works Director

Date:

Work Authorization AND-DR2-PAP3-1 Exhibit A

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services for the following projects as set forth below:

WP2 5004 Surface Elements Connecticut to Range Line/15th to 20th
Streets and Sidewalks (Stormwater and Land Acquisition incidental to project)

WP1 5006 Surface Elements Florida to Range Line/20th to 24th
Streets and Sidewalks (Stormwater and Land Acquisition incidental to project)

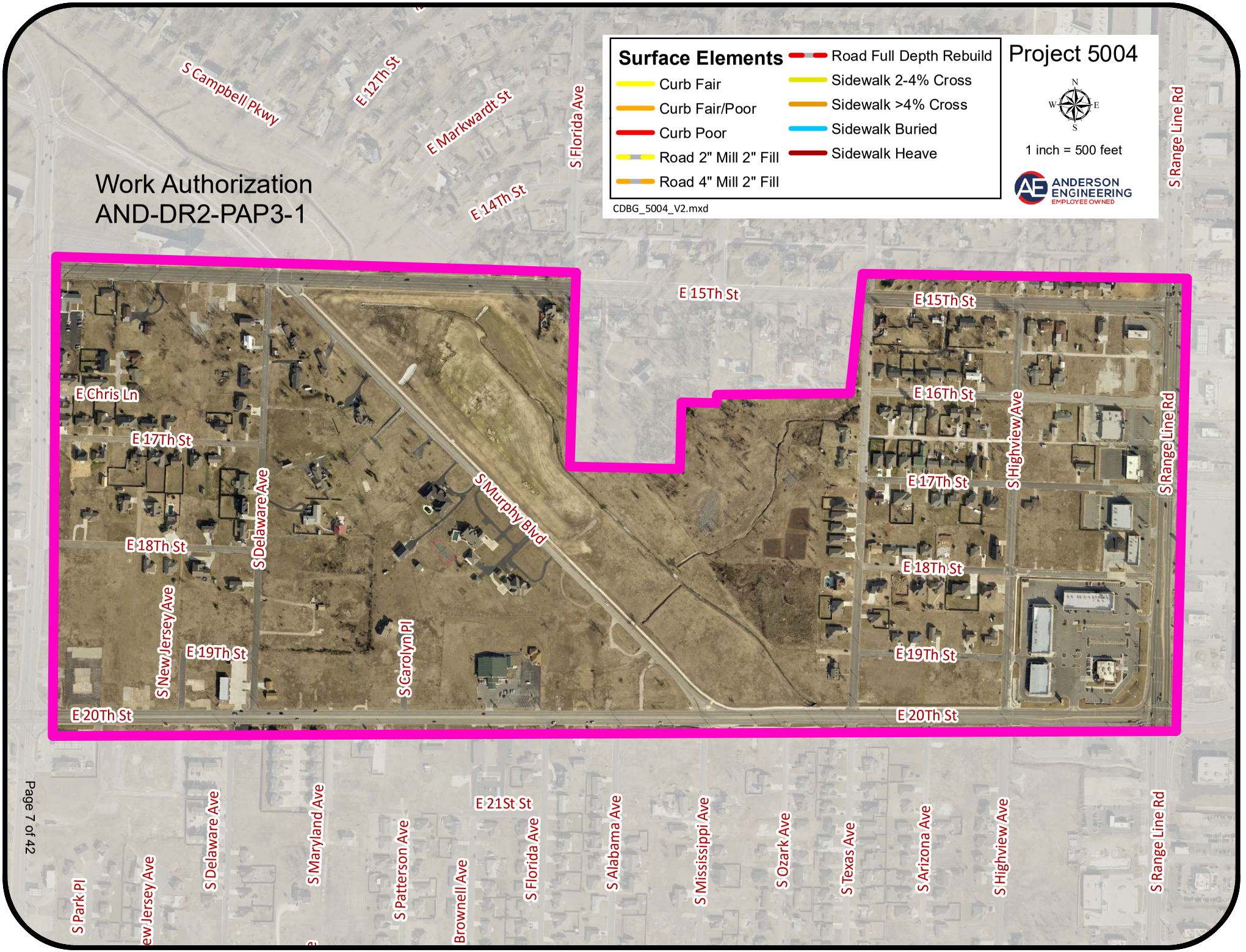
WP1 S-0100 Texas Ave. & Arizona Ave./20th St. to 22nd St.
Stormwater (Streets, Sidewalks, and Land Acquisition incidental to project)

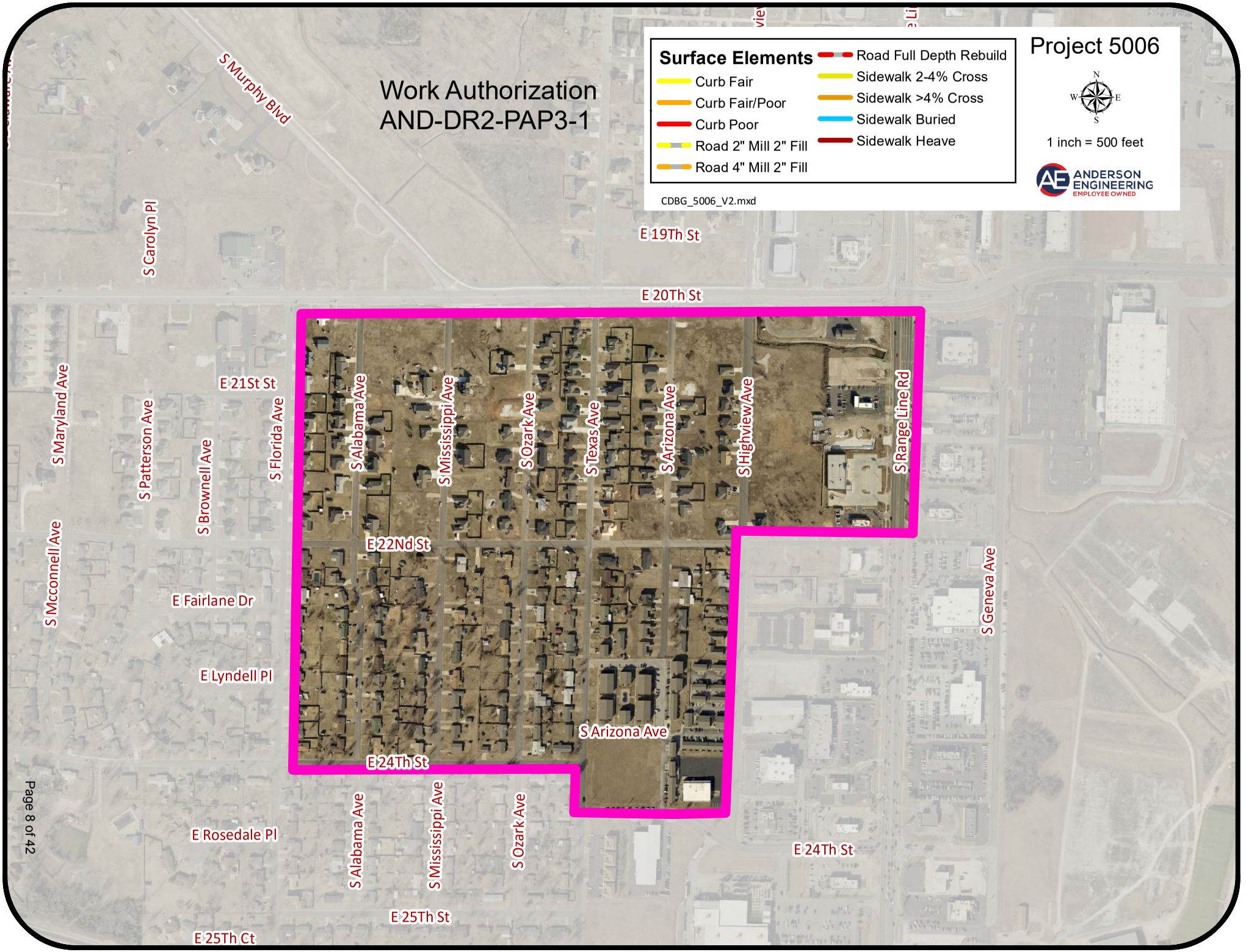
WP2 S-0300 Delaware Ave. SWM
Stormwater (Streets, Sidewalks, and Land Acquisition incidental to project)

WP1 S-0400 20th St. and Highview Ave.
Stormwater (Streets, Sidewalks, and Land Acquisition incidental to project)

S-0500 CPMA, 20th from Range Line to Joplin Creek
Stormwater (Streets and Land Acquisition incidental to project)

Maps of the project areas are provided on the following three pages.


Surface Elements
Curb Fair
Curb Fair/Poor
Curb Poor
Road 2" Mill 2" Fill
Road 4" Mill 2" Fill
Road Full Depth Rebuild
Sidewalk 2-4% Cross
Sidewalk >4% Cross
Sidewalk Buried
Sidewalk Heave
CDBG_5004_V2.mxd
Project 5004
1 inch = 500 feet
ANDERSON ENGINEERING
EMPLOYEE OWNED
Work Authorization
AND-DR2-PAP3-1
S Campbell Pkwy
E 12Th St
E Markwardt St
S Florida Ave
E 14Th St
S Range Line Rd
E 15Th St
E Chris Ln
E 17Th St
S Delaware Ave
S Murphy Blvd
E 18Th St
S New Jersey Ave
E 19Th St
S Carolyn Pl
E 20Th St
E 16Th St
S Highview Ave
S Park Pl
S Maryland Ave
S Patterson Ave
Brownell Ave
E 21St St
S Alabama Ave
S Mississippi Ave
S Ozark Ave
S Texas Ave
S Arizona Ave


Work Authorization
AND-DR2-PAP3-1
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Road Full Depth Rebuild
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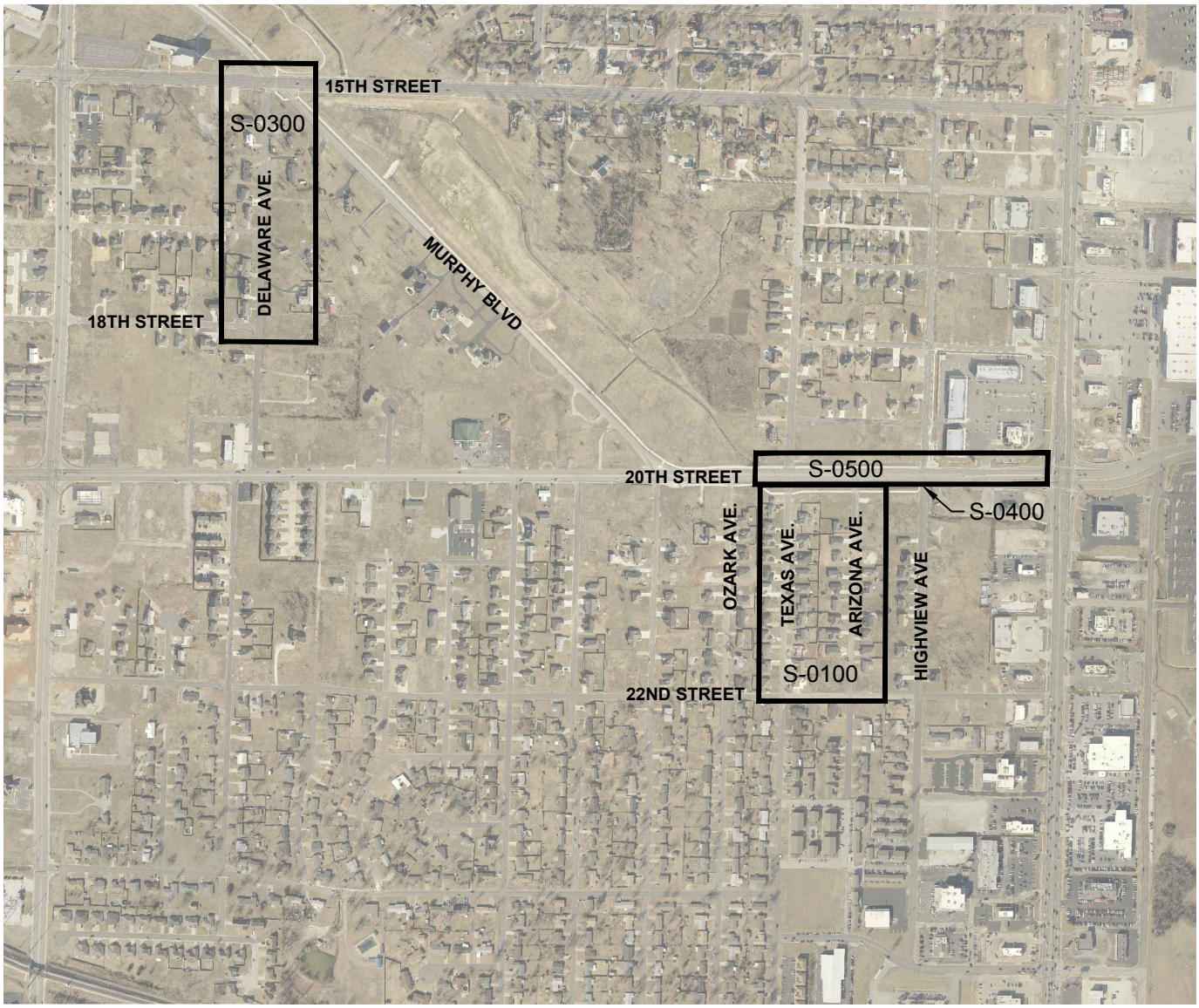
Sidewalk >4% Cross
Sidewalk Buried
Sidewalk Heave
Project 5006
N
W
E
S
1 inch = 500 feet
ANDERSON ENGINEERING
EMPLOYEE OWNED
CDBG_5006_V2.mxd
S Murphy Blvd
S Carolyn Pl
E 19Th St
E 20Th St
E 21St St
S Maryland Ave
S Patterson Ave
S Florida Ave
S Brownell Ave
S Mcconnell Ave
S Alabama Ave
S Mississippi Ave
S Ozark Ave
S Texas Ave
S Arizona Ave
S Highview Ave
S Range Line Rd
E 22Nd St
E Fairlane Dr
E Lyndell Pl
S Geneva Ave
E 24Th St
E Rosedale Pl
E 25Th St
E 25Th Ct

WORK AUTHORIZATION
AND-DR2-PAP3-1
STORM WATER PROJECTS



800 0 400 800

(IN FEET)

ANDERSON ENGINEERING, INC

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 *Preliminary Design Phase - (30 percent plans)*

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or

for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 *Surveying Services – General*

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey

Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements

Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of- way plans.

D. Right-of-way and Easement Description Preparation

Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05

Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.

Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 *Bidding Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more

extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b) The purpose of Engineer's visits to the Site, and representation by the

Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

a) Identify discrepancy
b) Contractor submits pricing
c) Cost analysis by Project Manager
d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
e) Receive conceptual approval from both agencies and give contract Notice to Proceed
f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted

Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions Precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas,

and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

   a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
   b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
   c) A final list of acceptance testers used on the project and a certification stating:

      "The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

      "All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

      "The project was constructed substantially in conformity with the plans and specifications for the project."

   d) Contractor certification and city recommendation:

      Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

      The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

   e) Final Invoice

   f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statementsand documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

B2.01 *Right of Way Negotiation/Acquisition Services*

A. The Consultant shall be responsible for the following acquisition activities under this Scope of Services. All Right of Way acquisition activities will comply with HUD Uniform Relocation Act, City of Joplin, MoDot and LPA Guidelines

1. *Pre-Qualification of Consultant Employees/Subcontractors*

2. *Project Timeline:* Coordinate timeline with city staff.

3. *Titlework/Titlework Updates:* Acquire/update title search for each parcel.

4. *Preparation/Review of Legal Instruments*: Prepare legal documents using standard right-of-way and easement forms.

5. *Preparation of Individual Parcel Files:* Set up and maintain right of way acquisition file for each parcel. Send appropriate notices to property owners as required by funding source and city policy. Prepare detailed Negotiator's Report for each property to include owner information, all contacts, attempted contacts, or other related activity.

6. *Appraisals, Updates:* Arrange for appraisals and appraisal updates as required. Appraisal formats to be used (value analysis, value finding, short form, detailed appraisal) will be coordinated with city staff.

7. *Appraisal Review:* Arrange for appraisal review when appraisals are conducted.

8. *Acquisition:* Contact owners and arrange on site or office meetings to review project or compensation details. Obtain signatures and provide notary services for each required document after agreement has been reached.

9. *Preparation of compensation packet – for appropriate city review and payment:* Review counter offers, special requests or conditions with city staff.

10. *Closings:* Obtain signatures and provide notary services for each required document after agreement has been reached. Forward signed documents to city staff. Deliver payment to property owner. Forward file to city staff if agreement cannot be reached with property owner.

11. ~~*Relocation Assistance when applicable*~~

12. ~~*Relocation Review*~~

13. *Project Status Reports:* Provide status updates during scheduled project coordination meetings and as requested by city staff.

14. *Final File Disposition:* Submit electronic copy of Individual Parcel Files to city.

C2.01 *Construction Inspection and Administration Services*

A. The Consultant shall be responsible for the following construction inspection and construction administration activities under this Scope of Services.

1. *On-site Inspection and Verification:* Provide inspection services and oversee construction to verify compliance with construction plans. Coordinate and schedule construction verifications and inspections as needed.

2. *Testing:* Provide testing services for soils, concrete, steel, masonry, materials, and other items as needed.

3. *Coordination:* Coordinate project activities with project staff, city staff, and contractors to ensure timely delivery of construction materials and services; review

construction pay applications; conduct wage rate interviews; review payroll reports; verify materials and quantities.

4. *Project Diary:* Keep a daily project diary and provide a weekly activity report to city project staff.

5. *Reporting:* Attend weekly project coordination meetings; assist the city in developing and meeting quarterly federal reporting requirements; ensure adherence to federally required construction provisions and all city policies.

ANDERSON ENGINEERING
EMPLOYEE OWNED

Fees for
Work Authorization AND-DR2-PAP3-1
for the
Period 1/1/2016 through 9/30/2016

Project		Design	Environmental Assessment	Acquisition and Utility	Construction Procurement	Construction Inspection and Administration	**Total**
Project 5006	L3	$46,526	$1,500	$0	$0	$0	$48,026
Florida to Range Line/20th to 24th, including	L4	$44,546	$1,500	$0	$0	$0	$46,046
Streets/Sidewalks/Stormwater/Land Acquisition	L5	$7,919	$260	$0	$0	$0	$8,179
Total		**$98,990**	**$3,260**	**$0**	**$0**	**$0**	**$102,250**
Project 5004	L3	$48,903	$1,500	$0	$0	$0	$50,403
Connecticut to Range Line/15th to 20th, including	L4	$65,260	$2,250	$0	$0	$0	$67,510
Streets/Sidewalks/Stormwater/Land Acquisition	L5	$42,494	$1,400	$0	$0	$0	$43,894
Total		**$156,657**	**$5,150**	**$0**	**$0**	**$0**	**$161,807**
S-0100 Texas Ave. & Arizona Ave.- 20th St. to 22nd St. Stormwater Improvements Streets/Sidewalks/Stormwater/Land Acquisition		$0	$1,400	$0	$0	$0	$1,400
S-0400 20th St. and Highview Ave. Stormwater Improvements Streets/Sidewalks/Stormwater/Land Acquisition/Bridges		$0	$500	$0	$0	$0	$500
S-0300 Delaware Ave. - 15th St. to 18th St. Stormwater Improvements Streets/Sidewalks/Stormwater/Land Acquisition		$0	$500	$0	$0	$0	$500
S-0500 20th St. from Rangeline Rd. to Joplin Creek Stormwater Improvements Streets/Sidewalks/Stormwater/Land Acquisition/Bridges		$0	$550	$0	$0	$0	$550
Total		**$0**	**$2,950**	**$0**	**$0**	**$0**	**$2,950**

$267,007

Work Authorization AND-DR2-PAP3-1 Exhibit B

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

FEE SCHEDULE – ENGINEERING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 TO 09/30/2016
NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
PROJECT MANAGER	$149.00
PROJECT ENGINEER	$133.00
ASSOCIATE ENGINEER	$112.00
DESIGN ENGINEER	$90.00
TECHNICIAN IV – CADD TECHNICIAN/FIELD TECHNICIAN	$89.00
TECHNICIAN III – CADD TECHNICIAN/FIELD TECHNICIAN	$73.00
TECHNICIAN II – CADD TECHNICIAN/FIELD TECHNICIAN	$61.00
TECHNICIAN I – CADD TECHNICIAN/FIELD TECHNICIAN	$44.00
ASSOCIATE DESIGNER	$103.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
GIS SPECIALIST	$103.00
WORD PROCESSOR	$62.00
MAPPER	$58.00
MAPPING TECHNICIAN	$48.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY, 40 HOURS PER WEEK, SATURDAYS, SUNDAYS, AND HOLIDAYS):
1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING & TRAVEL TIME **DEPOSITION/COURT TIME:** 1.5 TIMES THE HOURLY RATE

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

FEE SCHEDULE – SURVEYING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 thru 09/30/2016
NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
SURVEY MANAGER	$141.00
PROJECT SURVEYOR	$104.00
ASSOCIATE SURVEYOR	$93.00
TECHNICIAN III – CADD TECHNICIAN/PARTY CHIEF	$73.00
TECHNICIAN II - CADD TECHNICIAN/FIELD TECHNICIAN	$61.00
TECHNICIAN I - CADD TECHNICIAN/FIELD TECHNICIAN	$44.00
ONE MAN SURVEY CREW	$105.00
TWO MAN SURVEY CREW	$134.00
THREE MAN SURVEY CREW	$178.00
FOUR MAN SURVEY CREW	$222.00
GIS SPECIALIST	$103.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
LASER SCANNING EQUIPMENT	$800.00/DAY
GPS EQUIPMENT	$270.00/DAY
ROBOTIC TOTAL STATION	$250.00/DAY
DRONE	$250.00/DAY
PRINTING PLANS	$0.50/SQ. FT

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY, 40 HOURS PER WEEK, SATURDAYS, SUNDAYS, AND HOLIDAYS): 1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

FEE SCHEDULE
GEOTECHNICAL ENGINEERING & DRILLING SERVICES
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 thru 09/30/2016
NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
PROJECT MANAGER	$149.00
PROJECT ENGINEER	$133.00
ASSOCIATE ENGINEER	$112.00
DESIGN ENGINEER	$90.00
GEOLOGIST	$90.00
TECHNICIAN IV - SPECIALIST/LAB MANAGER	$89.00
TECHNICIAN III - SENIOR LAB/FIELD TECHNICIAN	$73.00
TECHNICIAN II - LAB/FIELD TECHNICIAN	$52.50
TECHNICIAN I - TECHNICIAN AIDE	$44.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
WATER TRUCK	$75.00/DAY + $0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING. CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK): 1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

HAZARDOUS OPERATION CHARGE: FOR LEVEL C: ONE AND ONE HALF TIMES THE BASIC CHARGE; FOR LEVEL B & A: TWO TIMES THE BASIC CHARGE.

DRILLING SERVICE CHARGES

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL ..... BASIC CHARGES
MOBILIZATION - CME 55 RIGS ..... $ 2.36/MILE ($100.00 MINIMUM)
MOBILIZATION - CME 75 RIGS ..... $ 2.86/MILE ($100.00 MINIMUM)
MOBILIZATION - CME 550 RIG ..... $ 2.86/MILE ($150.00 MINIMUM)
CME 55 DRILL RIG AND TWO MAN CREW ..... $185.00 PER HOUR
CME 75 DRILL RIG AND TWO MAN CREW ..... $215.00 PER HOUR
CME 550 DRILL RIG AND TWO MAN CREW ..... $215.00 PER HOUR
CORE BIT CHARGE ..... $6.00 PER FOOT
ROCK CORE SET UP ..... $75.00 PER BORING
DECONTAMINATION EQUIPMENT $150.00/DAY
GROUT MACHINE $250.00/DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH) $12.00/EACH
ALL-TERRAIN DRILL RIG SURCHARGE $300.00/DAY

	DEPTH			
DRILLING ITEM	**0 TO 20'**	**20' TO 40'**	**40' TO 60'**	**60' TO 100'**
SOIL OVERBURDEN, 4" AUGER	$ 7.75	$ 8.75	$ 9.75	$ 11.00
SOIL OVERBURDEN, 6" HS AUGER	$ 9.50	$ 11.00	$ 12.00	$ 13.00
SOIL OVERBURDEN, 8" HS AUGER	$ 9.50	$ 12.00	$ 14.00	$ 16.50
SOIL OVERBURDEN, 10" HS AUGER	$ 11.00	$ 16.50	-	-
SOIL OVERBURDEN, 12" HS AUGER	$ 13.00	$ 16.50	-	-
ROCK PENETRATION	$ 29.00	$ 32.50	$ 34.75	$ 40.50
NQ CORING	$ 38.00	$ 40.50	$ 45.75	$ 52.50
STANDARD PENETRATION TEST	$ 21.75	$ 27.00	$ 32.75	$ 38.00
3" SHELBY TUBES	$ 27.00	$ 32.75	$ 38.00	$ 43.75

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING OR BREAKING AUGERS OR CORE BARRELS.

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

FEE SCHEDULE - MATERIALS TESTING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 10/01/2015 thru 09/30/2016
NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$162.00
PROJECT MANAGER	$149.00
PROJECT ENGINEER	$133.00
ASSOCIATE ENGINEER	$112.00
DESIGN ENGINEER	$90.00
GEOLOGIST	$90.00
TECHNICIAN IV - SPECIALIST/LAB MANAGER	$89.00
TECHNICIAN III - SENIOR LAB/FIELD TECHNICIAN	$73.00
TECHNICIAN II - LAB/FIELD TECHNICIAN	$52.50
TECHNICIAN I - TECHNICIAN AIDE	$44.00
STRUCTURAL STEEL/AWS CERTIFIED WELD INSPECTOR	$68.00
ASNT TC-1A ULTRASONIC, MAG PARTICLE & DYE TESTING - LEVEL II	$84.00
DESIGNER III	$92.00
DESIGNER II	$84.00
DESIGNER	$76.00
CLERICAL	$45.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
WATER TRUCK	$75.00/DAY + $0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING. CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

MINIMUM CHARGE: THERE IS A MINIMUM CHARGE OF 2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CONCRETE CYLINDER AND SAMPLE PICKUP.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK): 1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME, INCLUDING CONCRETE CYLINDER PICKUP, FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

FIELD TESTING AND INPSECTION CHARGES

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES + $ 8.00/EA.
CONE PENETROMETER	BASIC CHARGES + $ 15.00/EA.
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES + $250.00/EA.
DYNAMIC CONE PENETROMETER	BASIC CHARGES + $25.00/EA.
CORING EQUIPMENT CHARGES	BASIC CHARGES + $100.00/DAY

LABORATORY TEST CHARGES

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$ 127.00
L.A. ABRASION, LARGE AGG. (C535)	$ 155.00
SULFATE SOUNDNESS TEST (C88):	
5-CYCLE	$ 223.00
10-CYCLE	$ 297.00
20-CYCLE	$ 419.00
SIEVE ANALYSIS, DRY AGG (C136)	$ 53.00
SIEVE ANALYSIS (C117)	$ 64.00
SIEVE ANALYSIS (C117, C136)	$ 79.00
SPECIFIC GRAVITY, FINE AGG (C128)	$ 58.00
SPECIFIC GRAVITY, COARSE AGG (C127)	$ 58.00
LIGHTWEIGHT PIECES IN AGG (C123)	$ 90.00
ORGANIC IMPURITIES (C40)	$ 53.00
FLAT & ELONGATED PIECES (D4791)	$ 79.00
DELETERIOUS MATLS (MODOT TM71)	$ 69.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$ 85.00
DRY RODDED UNIT WEIGHT (C29)	$ 38.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH, 4" BLOCK	$ 26.50
COMPRESSIVE STRENGTH, 6" BLOCK	$ 32.00
COMPRESSIVE STRENGTH, 8" BLOCK	$ 44.50
COMPRESSIVE STRENGTH, 12" BLOCK	$ 74.00
COMPRESSIVE STRENGTH, MORTAR	
MORTAR/GROUT CUBE	$ 13.00
GROUT PRISM	$ 13.00
MORTAR CYLINDER (2" X 4")	$ 13.00
ABSORPTION, MASONRY BLOCK	$ 42.50
LINEAR SHRINKAGE (SET OF 3)	$ 318.00

BITUMINOUS TESTING	
ASPHALT CONTENT	$ 95.50
ASPHALT CONTENT & AGG. GRADATION	$ 159.00
SEIVE ANALYSIS EXTRACTION	$ 79.00
MARSHALL TEST, FIELD – 3 PUCKS	$ 79.00
MARSHALL TEST, LAB – 3 PUCKS	$ 117.00
RETAINED STABILITY	$ 180.00
ASPHALT CORE DENSITY, EACH	$ 26.50
THEORETICAL MAX. DENSITY	$ 127.00

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$ 58.00
SWELL TEST, 1/16 TSF (D4546)	$ 155.00
SWELL PRESSURE (D4546)	$ 292.00
SHRINKAGE LIMIT (D4943)	$ 58.00
MOISTURE CONTENT (C2216)	$ 6.00
SIEVE + HYDROMETER	$ 143.00
HYDROMETER ONLY (D422)	$ 79.00
USCS CLASSIFICATION	$ 27.50
PERCENT PASSING #200	$ 42.50
SPECIFIC GRAVITY (D854)	$ 74.00
UNCONFINED COMPRESSION	$ 51.00
UNCONFINED/TRIAXIAL, REMOLDED	$ 79.00
TRIAXIAL TEST, PP, CU w/PP	$ 309.00
ORGANIC MATTER (D2974-C)	$ 53.00
PENETROMETER	$ 4.50
SAMPLE PREP, PER HOUR	$ 51.00
SHELBY TUBE DENSITY	$ 32.00
RESISTIVITY	$ 159.00
PERMEABILITY, FALLING HEAD	$ 381.00
PERMEABILITY, FLEXIBLE WALL	$ 360.00
PERMEABILITY, CONSOLIDATION TEST	$ 159.00
CONSOLIDATION TEST, TO 8 TSF	$ 403.00
CONSOLIDATION TEST, LOAD INC. > 8 TSF, EA.	$ 53.00
CALIFORNIA BEARING RATIO, LAB, PER POINT	$ 106.00
pH	$ 53.00

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH A & B	$ 153.00
STD. PROCTOR (D698), MTH C	$ 180.00
STD. PROCTOR (D698), 1 POINT	$ 54.50
MOD. PROCTOR (D1557), MTH A & B	$ 186.00
MOD. PROCTOR (D1557), MTH C	$ 251.00
MOD. PROCTOR (D1557), 1 POINT	$ 60.00
RELATIVE DENSITY	$ 382.00

FEE SCHEDULE
MATERIALS TESTING
OCTOBER 01, 2015 THRU SEPTEMBER 30, 2016

CONCRETE/ROCK CORE		
CORE TRIM & TEST	$	44.00
THICKNESS (AASHTO T148 /ASTM C174)	$	25.00

CONCRETE TESTING		
4" X 8" OR 6" X 12" TEST MOLD	$	2.00
6" X 12" CYLINDER, TESTED & MOLD	$	15.00
6" X 12" CYLINDER, EXTRA & MOLD	$	11.00
4" X 8" CYLINDER, TESTED & MOLD	$	11.00
4" X 8" CYLINDER, EXTRA & MOLD	$	7.00
SAW CONCRETE CYLINDER	$	26.00
BEAM FLEXURAL STRENGTH	$	37.00
CONCRETE BEAM, NOT TESTED	$	21.00

Work Authorization AND-DR2-PAP3-1 Exhibit C

Anderson IMS Format

ANDERSON ENGINEERING
EMPLOYEE OWNED

	Task Name	Duration	Start	Finish	Predecessors
44	**WP2 5004 - Surface Elements Connecticut to Range Line/15th to 20th, including Streets/Sidewalks/Stormwater/Land Acquisition**	**651d**	**02/20/16**	**09/06/18**	
45	Project Start	0	02/20/16	02/20/16	
46	**Design**	**142d**	**02/20/16**	**09/08/16**	
47	Project Initiation	0	02/20/16	02/20/16	45
48	Survey	45d	02/22/16	04/22/16	47
49	Schematic Design	0	04/22/16	04/22/16	48
50	30% Design Review	37d	04/25/16	06/15/16	49
51	Design Development	37d	04/25/16	06/15/16	50SS
52	60% Design Review	39d	06/16/16	08/10/16	51
53	Construction Document Development	10d	08/11/16	08/24/16	52
54	City Design QA/QC	10d	08/25/16	09/08/16	53
55	100% Design Complete	0	09/08/16	09/08/16	54
56	**Environmental Assessment**	**147d**	**06/16/16**	**01/16/17**	
57	Conduct Environmental Assessment	60d	06/16/16	09/09/16	50
58	Prepare Floodplain Review	15d	08/19/16	09/09/16	57FF
59	Publish Final Notice of Activity Occurring in a Floodplain	1d	09/12/16	09/12/16	58
60	Public Comment Period for Floodplain Review	15d	09/13/16	10/03/16	59
61	Address Comments on 8-Step Process	10d	10/04/16	10/17/16	60
62	Finalize Environmental Assessment	5d	10/18/16	10/24/16	61
63	Prepare Public Notice (FONSI, NOI, RROF)	5d	10/25/16	10/31/16	62
64	Publish Public Notice (FONSI, NOI, RROF)	1d	11/01/16	11/01/16	63
65	Public Notice Comment Period (NOI/RROF)	15d	11/02/16	11/22/16	64
66	Prepare/Submit RROF to HUD	5d	11/23/16	12/01/16	65
67	HUD Approval of RROF	15d	12/02/16	12/22/16	66
68	Address HUD Comments	15d	12/23/16	01/16/17	67
69	FONSI/NOI/RROF Complete	0	01/16/17	01/16/17	68
70	Environmental Assessment Complete	0	01/16/17	01/16/17	69
71	**R/W Acquisition and Utility Relocation**	**160d**	**12/23/16**	**08/09/17**	
72	R/W and Easement Acquisition	80d	12/23/16	04/17/17	67
73	Utility Relocations	80d	04/18/17	08/09/17	72
74	**Construction Procurement**	**96d**	**08/10/17**	**12/27/17**	
75	Prepare and Review RFP	15d	08/10/17	08/30/17	73
76	City Legal Review RFP	7d	08/31/17	09/11/17	75
77	Publish RFP (paper and online)	1d	09/12/17	09/12/17	69, 76
78	RFP Response Time	21d	09/13/17	10/11/17	77
79	Public Opening	0	10/11/17	10/11/17	78
80	Bid Review	10d	10/12/17	10/25/17	79
81	Bid Selection	0	10/25/17	10/25/17	80
82	City Legal Review	7d	10/26/17	11/03/17	81
83	City Council Approval of Firm	10d	11/06/17	11/17/17	82
84	Execute Contract and Issue Notice to Proceed	25d	11/20/17	12/27/17	83
85	**Construction**	**180d**	**12/28/17**	**09/06/18**	
86	Construction	180d	12/28/17	09/06/18	84
87	**Project Closeout**	**40d**	**09/07/18**	**11/01/18**	**86**

Work Authorization AND-DR2-PAP3-1

Remainder of Project

Anderson IMS Format

ANDERSON ENGINEERING
EMPLOYEE OWNED

	Task Name	Duration	Start	Finish	Predecessors
88	**WP1 5006 - Surface Elements Florida to Range Line/20th to 24th, including Streets/Sidewalks/Stormwater/Land Acquisition**	**659d**	**02/20/16**	**09/18/18**	
89	Project Start	0	02/20/16	02/20/16	
90	**Design**	**172d**	**02/20/16**	**10/20/16**	
91	Project Initiation	0	02/20/16	02/20/16	89
92	Survey	45d	02/22/16	04/22/16	91
93	Schematic Design	23d	04/25/16	05/25/16	92
94	30% Design Review	13d	05/26/16	06/14/16	93
95	Design Development	27d	06/15/16	07/22/16	94
96	60% Design Review	15d	07/25/16	08/12/16	95
97	Construction Document Development	33d	08/15/16	09/29/16	96
98	City Design QA/QC	10d	09/30/16	10/13/16	97
99	100% Design Complete	5d	10/14/16	10/20/16	98
100	**Environmental Assessment**	**137d**	**02/22/16**	**09/01/16**	
101	Conduct Environmental Assessment	47d	02/22/16	04/26/16	89
102	Prepare Floodplain Review	15d	04/06/16	04/26/16	101FF
103	Publish Final Notice of Activity Occurring in a Floodplain	4d	04/27/16	05/02/16	102
104	Public Comment Period for Floodplain Review	15d	05/03/16	05/23/16	103
105	Address Comments on 8-Step Process	10d	05/24/16	06/07/16	104
106	Finalize Environmental Assessment	5d	06/08/16	06/14/16	105
107	Prepare/Review Public Notice (FONSI, NOI, RROF)	5d	06/15/16	06/21/16	106
108	Publish Public Notice (FONSI, NOI, RROF)	1d	06/22/16	06/22/16	107
109	Public Notice Comment Period (NOI/RROF)	15d	06/23/16	07/14/16	108
110	Prepare/Submit RROF to HUD	5d	07/15/16	07/21/16	109
111	HUD Approval of RROF	15d	07/22/16	08/11/16	110
112	Address HUD Comments	15d	08/12/16	09/01/16	111
113	FONSI/NOI/RROF Complete	0	09/01/16	09/01/16	112
114	Environmental Assessment Complete	0	09/01/16	09/01/16	113
115	**R/W Acquisition and Utility Relocation**	**240d**	**08/12/16**	**07/24/17**	
116	R/W and Easement Acquisition	120d	08/12/16	02/02/17	111
117	Utility Relocations	120d	02/03/17	07/24/17	116
118	**Construction Procurement**	**96d**	**07/25/17**	**12/08/17**	
119	Prepare and Review RFP	15d	07/25/17	08/14/17	117
120	City Legal Review RFP	7d	08/15/17	08/23/17	119
121	Publish RFP (paper and online)	1d	08/24/17	08/24/17	113, 120
122	RFP Response Time	21d	08/25/17	09/25/17	121
123	Public Opening	0	09/25/17	09/25/17	122
124	Bid Review	10d	09/26/17	10/09/17	123
125	Bid Selection	0	10/09/17	10/09/17	124
126	City Legal Review	7d	10/10/17	10/18/17	125
127	City Council Approval of Firm	10d	10/19/17	11/01/17	126
128	Execute Contract and Issue Notice to Proceed	25d	11/02/17	12/08/17	127
129	**Construction**	**200d**	**12/11/17**	**09/18/18**	
130	Construction	200d	12/11/17	09/18/18	128
131	**Project Closeout**	**40d**	**09/19/18**	**11/13/18**	**130**

Work Authorization AND-DR2-PAP3-1

Remainder of Project

Anderson IMS Format

ANDERSON ENGINEERING
EMPLOYEE OWNED

	Task Name	Duration	Start	Finish	Predecessors
132	**WP1 S-0100 Texas Ave. & Arizona Ave. - 20th St. to 22nd St., including Streets/Sidewalks/Stormwater/Land Acquisition**	**571d**	**02/20/16**	**05/17/18**	
133	Project Start	0	02/20/16	02/20/16	
134	**Design**	**24d**	**02/22/16**	**03/24/16**	
135	Construction Document Development	10d	02/22/16	03/04/16	133
136	City Design QA/QC	9d	03/07/16	03/17/16	135
137	100% Design Complete	5d	03/18/16	03/24/16	136
138	**Environmental Assessment**	**134d**	**02/22/16**	**08/29/16**	
139	Conduct Environmental Assessment	47d	02/22/16	04/26/16	133
140	Prepare Floodplain Review	15d	04/06/16	04/26/16	139FF
141	Publish Final Notice of Activity Occurring in a Floodplain	1d	04/27/16	04/27/16	140
142	Public Comment Period for Floodplain Review	15d	04/28/16	05/18/16	141
143	Address Comments on 8-Step Process	10d	05/19/16	06/02/16	142
144	Finalize Environmental Assessment	5d	06/03/16	06/09/16	143
145	Prepare/Review Public Notice (FONSI, NOI, RROF)	5d	06/10/16	06/16/16	144
146	Publish Public Notice (FONSI, NOI, RROF)	1d	06/17/16	06/17/16	145
147	Public Notice Comment Period (NOI/RROF)	15d	06/20/16	07/11/16	146
148	Prepare/Submit RROF to HUD	5d	07/12/16	07/18/16	147
149	HUD Approval of RROF	15d	07/19/16	08/08/16	148
150	Address HUD Comments	15d	08/09/16	08/29/16	149
151	FONSI/NOI/RROF Complete	0	08/29/16	08/29/16	150
152	Environmental Assessment Complete	0	08/29/16	08/29/16	151
153	**R/W Acquisition and Utility Relocation**	**240d**	**08/09/16**	**07/19/17**	
154	R/W and Easement Acquisition	120d	08/09/16	01/30/17	149
155	Utility Relocations	120d	01/31/17	07/19/17	154
156	**Construction Procurement**	**96d**	**06/28/17**	**11/10/17**	
157	Prepare and Review RFP	15d	06/28/17	07/19/17	155FF
158	City Legal Review RFP	7d	07/20/17	07/28/17	157
159	Publish RFP (paper and online)	1d	07/31/17	07/31/17	151, 158
160	RFP Response Time	21d	08/01/17	08/29/17	159
161	Public Opening	0	08/29/17	08/29/17	160
162	Bid Review	10d	08/30/17	09/13/17	161
163	Bid Selection	0	09/13/17	09/13/17	162
164	City Legal Review	7d	09/14/17	09/22/17	163
165	City Council Approval of Firm	10d	09/25/17	10/06/17	164
166	Execute Contract and Issue Notice to Proceed	25d	10/09/17	11/10/17	165
167	**Construction**	**90d**	**11/13/17**	**03/22/18**	
168	Construction	90d	11/13/17	03/22/18	166
169	**Project Closeout**	**40d**	**03/23/18**	**05/17/18**	**168**

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Remainder of Project

Anderson IMS Format

ANDERSON ENGINEERING
EMPLOYEE OWNED

	Task Name	Duration	Start	Finish	Predecessors
170	**WP2 S-0300 Delaware Ave. SWM, including Streets/Sidewalks/Stormwater/Land Acquisition**	**481d**	**02/20/16**	**01/11/18**	
171	Project Start	0	02/20/16	02/20/16	
172	**Design**	**24d**	**02/22/16**	**03/24/16**	
173	Construction Document Development	10d	02/22/16	03/04/16	171
174	City Design QA/QC	9d	03/07/16	03/17/16	173
175	100% Design Complete	5d	03/18/16	03/24/16	174
176	**Environmental Assessment**	**134d**	**02/22/16**	**08/29/16**	
177	Conduct Environmental Assessment	47d	02/22/16	04/26/16	171
178	Prepare Floodplain Review	15d	04/06/16	04/26/16	177FF
179	Publish Final Notice of Activity Occurring in a Floodplain	1d	04/27/16	04/27/16	178
180	Public Comment Period for Floodplain Review	15d	04/28/16	05/18/16	179
181	Address Comments on 8-Step Process	10d	05/19/16	06/02/16	180
182	Finalize Environmental Assessment	5d	06/03/16	06/09/16	181
183	Prepare/Review Public Notice (FONSI, NOI, RROF)	5d	06/10/16	06/16/16	182
184	Publish Public Notice (FONSI, NOI, RROF)	1d	06/17/16	06/17/16	183
185	Public Notice Comment Period (NOI/RROF)	15d	06/20/16	07/11/16	184
186	Prepare/Submit RROF to HUD	5d	07/12/16	07/18/16	185
187	HUD Approval of RROF	15d	07/19/16	08/08/16	186
188	Address HUD Comments	15d	08/09/16	08/29/16	187
189	FONSI/NOI/RROF Complete	0	08/29/16	08/29/16	188
190	Environmental Assessment Complete	0	08/29/16	08/29/16	189
191	**R/W Acquisition and Utility Relocation**	**240d**	**08/09/16**	**07/19/17**	
192	R/W and Easement Acquisition	120d	08/09/16	01/30/17	187
193	Utility Relocations	120d	01/31/17	07/19/17	192
194	**Construction Procurement**	**96d**	**06/28/17**	**11/10/17**	
195	Prepare and Review RFP	15d	06/28/17	07/19/17	193FF
196	City Legal Review RFP	7d	07/20/17	07/28/17	195
197	Publish RFP (paper and online)	1d	07/31/17	07/31/17	189, 196
198	RFP Response Time	21d	08/01/17	08/29/17	197
199	Public Opening	0	08/29/17	08/29/17	198
200	Bid Review	10d	08/30/17	09/13/17	199
201	Bid Selection	0	09/13/17	09/13/17	200
202	City Legal Review	7d	09/14/17	09/22/17	201
203	City Council Approval of Firm	10d	09/25/17	10/06/17	202
204	Execute Contract and Issue Notice to Proceed	25d	10/09/17	11/10/17	203
205	**Construction**	**40d**	**11/13/17**	**01/11/18**	
206	Construction	40d	11/13/17	01/11/18	204
207	**Project Closeout**	**40d**	**11/13/17**	**01/11/18**	

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Remainder of Project

Anderson IMS Format

ANDERSON ENGINEERING
EMPLOYEE OWNED

	Task Name	Duration	Start	Finish	Predecessors
208	**WP1 S-0400 20th St. and Highview Ave., including Streets/Sidewalks/Stormwater/Land Acquisition**	**780d**	**02/20/16**	**03/06/19**	
209	Project Start	0	02/20/16	02/20/16	
210	**Design**	**25d**	**02/22/16**	**03/25/16**	
211	Construction Document Development	10d	02/22/16	03/04/16	209
212	City Design QA/QC	10d	03/07/16	03/18/16	211
213	100% Design Complete	5d	03/21/16	03/25/16	212
214	**Environmental Assessment**	**134d**	**03/28/16**	**10/04/16**	
215	Conduct Environmental Assessment	47d	03/28/16	06/01/16	213
216	Prepare Floodplain Review	15d	05/11/16	06/01/16	215FF
217	Publish Final Notice of Activity Occurring in a Floodplain	1d	06/02/16	06/02/16	216
218	Public Comment Period for Floodplain Review	15d	06/03/16	06/23/16	217
219	Address Comments on 8-Step Process	10d	06/24/16	07/08/16	218
220	Finalize Environmental Assessment	5d	07/11/16	07/15/16	219
221	Prepare/Review Public Notice (FONSI, NOI, RROF)	5d	07/18/16	07/22/16	220
222	Publish Public Notice (FONSI, NOI, RROF)	1d	07/25/16	07/25/16	221
223	Public Notice Comment Period (NOI/RROF)	15d	07/26/16	08/15/16	222
224	Prepare/Submit RROF to HUD	5d	08/16/16	08/22/16	223
225	HUD Approval of RROF	15d	08/23/16	09/13/16	224
226	Address HUD Comments	15d	09/14/16	10/04/16	225
227	FONSI/NOI/RROF Complete	0	10/04/16	10/04/16	226
228	Environmental Assessment Complete	0	10/04/16	10/04/16	227
229	**R/W Acquisition and Utility Relocation**	**240d**	**09/14/16**	**08/23/17**	
230	R/W and Easement Acquisition	120d	09/14/16	03/06/17	225
231	Utility Relocations	120d	03/07/17	08/23/17	230
232	**Construction Procurement**	**96d**	**08/03/17**	**12/19/17**	
233	Prepare and Review RFP	15d	08/03/17	08/23/17	231FF
234	City Legal Review RFP	7d	08/24/17	09/01/17	233
235	Publish RFP (paper and online)	1d	09/05/17	09/05/17	227, 234
236	RFP Response Time	21d	09/06/17	10/04/17	235
237	Public Opening	0	10/04/17	10/04/17	236
238	Bid Review	10d	10/05/17	10/18/17	237
239	Bid Selection	0	10/18/17	10/18/17	238
240	City Legal Review	7d	10/19/17	10/27/17	239
241	City Council Approval of Firm	10d	10/30/17	11/10/17	240
242	Execute Contract and Issue Notice to Proceed	25d	11/13/17	12/19/17	241
243	**Construction**	**274d**	**12/20/17**	**01/09/19**	
244	Construction	274d	12/20/17	01/09/19	242
245	**Project Closeout**	**40d**	**01/10/19**	**03/06/19**	**244**

Work Authorization AND-DR2-PAP3-1

Remainder of Project

Anderson IMS Format

ANDERSON ENGINEERING
EMPLOYEE OWNED

	Task Name	Duration	Start	Finish	Predecessors
246	**S-0500 CPMA, 20th from Rangeline to Joplin Creek, including Streets/Sidewalks/Stormwater/Land Acquisition**	**606d**	**02/20/16**	**07/05/18**	
247	Project Start	0	02/20/16	02/20/16	
248	**Design**	**25d**	**02/22/16**	**03/25/16**	
249	Construction Document Development	10d	02/22/16	03/04/16	247
250	City Design QA/QC	10d	03/07/16	03/18/16	249
251	100% Design Complete	5d	03/21/16	03/25/16	250
252	**Environmental Assessment**	**134d**	**03/28/16**	**10/04/16**	
253	Conduct Environmental Assessment	47d	03/28/16	06/01/16	251
254	Prepare Floodplain Review	15d	05/11/16	06/01/16	253FF
255	Publish Final Notice of Activity Occurring in a Floodplain	1d	06/02/16	06/02/16	254
256	Public Comment Period for Floodplain Review	15d	06/03/16	06/23/16	255
257	Address Comments on 8-Step Process	10d	06/24/16	07/08/16	256
258	Finalize Environmental Assessment	5d	07/11/16	07/15/16	257
259	Prepare/Review Public Notice (FONSI, NOI, RROF)	5d	07/18/16	07/22/16	258
260	Publish Public Notice (FONSI, NOI, RROF)	1d	07/25/16	07/25/16	259
261	Public Notice Comment Period (NOI/RROF)	15d	07/26/16	08/15/16	260
262	Prepare/Submit RROF to HUD	5d	08/16/16	08/22/16	261
263	HUD Approval of RROF	15d	08/23/16	09/13/16	262
264	Address HUD Comments	15d	09/14/16	10/04/16	263
265	FONSI/NOI/RROF Complete	0	10/04/16	10/04/16	264
266	Environmental Assessment Complete	0	10/04/16	10/04/16	265
267	**R/W Acquisition and Utility Relocation**	**240d**	**09/14/16**	**08/23/17**	
268	R/W and Easement Acquisition	120d	09/14/16	03/06/17	263
269	Utility Relocations	120d	03/07/17	08/23/17	268
270	**Construction Procurement**	**96d**	**08/03/17**	**12/19/17**	
271	Prepare and Review RFP	15d	08/03/17	08/23/17	269FF
272	City Legal Review RFP	7d	08/24/17	09/01/17	271
273	Publish RFP (paper and online)	1d	09/05/17	09/05/17	265, 272
274	RFP Response Time	21d	09/06/17	10/04/17	273
275	Public Opening	0	10/04/17	10/04/17	274
276	Bid Review	10d	10/05/17	10/18/17	275
277	Bid Selection	0	10/18/17	10/18/17	276
278	City Legal Review	7d	10/19/17	10/27/17	277
279	City Council Approval of Firm	10d	10/30/17	11/10/17	278
280	Execute Contract and Issue Notice to Proceed	25d	11/13/17	12/19/17	279
281	**Construction**	**100d**	**12/20/17**	**05/10/18**	
282	Construction	100d	12/20/17	05/10/18	280
283	**Project Closeout**	**40d**	**05/11/18**	**07/05/18**	**282**

Work Authorization AND-DR2-PAP3-1

Remainder of Project

COUNCIL BILL NO. 2016-104 ORDINANCE NO

AN ORDINANCE approving an agreement for Anderson Engineering for Two Hundred Sixty Seven Thousand Seven and no/100 Dollars ($267,007.00) for Engineering Services Associated with continued design of infrastructure projects in the recovery area and containing an emergency clause.

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

Section 1. Approval of an agreement Anderson Engineering for Two Hundred Sixty Seven Thousand Seven and no/100 Dollars ($267,007.00) for Engineering Services Associated with continued design of infrastructure projects in the City of Joplin.

Section 2. That the Director of Public Works is hereby authorized for final approval and acceptance of the consultant's work under said contracts.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Anderson Engineering and to administer said agreement with all local, state, and federal rules & regulations.

Section 4. City Council recognizes that all Public Improvement projects are subject to needed alterations. This authorizes the Director of Public Works to make these needed alterations within the limits of the program funding.

Section 5. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2015-2016 budget.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CCO Form: AC21A
Approved: 1/99 (RMH)
Revised: 01/15 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 166-090A

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIR TRAFFIC CONTROL TOWER
OPERATING ASSISTANCE GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Sponsor for the operation of the Air Traffic Control Tower (hereinafter, "Tower") at the Joplin Regional Airport (hereinafter, "Airport") pursuant to section 305.230 RSMo, and to set forth the conditions upon which the assistance will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth below, the parties agree as follows:

(1) SCOPE OF WORK: The Sponsor agrees to operate the Tower in accordance with all rules and regulations of the Federal Aviation Administration and with all applicable Federal and State requirements.

(2) AMOUNT OF GRANT: The Commission agrees to reimburse the Sponsor up to Fifteen Thousand Five Hundred Eighty-Eight Dollars ($15,588); provided, however, that in the event that state funds available to the Commission under section 305.230 RSMo are reduced so that the Commission is unable to completely satisfy its obligations to all Cities for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses to operate the Tower during the period of October 1, 2015 to September 30, 2016. The release of all funding under this Agreement is subject to the Commission's review and approval of all project expenses to ensure that they are qualifying expenses under this program. The grant funds in this paragraph not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(3) AMOUNT OF MATCHING FUNDS: The Sponsor shall furnish Fifteen Thousand Five Hundred Eighty-Eight Dollars ($15,588) in local matching funds. The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds to complete the project.

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

(5) COMMISSION'S RIGHT TO INSPECT DOCUMENTS AND AUDIT RECORDS:

(A) The Sponsor shall submit to the Commission such data, reports, documents, and other information relating to the operation of the Tower as the Commission may require at any time.

(B) The Sponsor must 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 designees and representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(6) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Sponsor shall submit to the Commission for review, comment, and approval all contracts for services included in the Scope of Work Statement to be provided to the Sponsor by a third party.

(B) The Commission shall not be liable to the contractors or subcontractor of the Sponsor or any other person not a party to this Agreement in connection with the performance of this project without specific written consent of the Commission.

(7) PAYMENTS:

(A) Timing of Payments: The Commission’s payments to the Sponsor will be made on a quarterly basis. The Commission will provide a reimbursement form to be completed by the Sponsor when requesting funds.

(B) Limitations on Commission Contribution: Funds made available to the Commission and the Sponsor are subject to appropriations made by the General Assembly.

(8) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the financial assistance herein provided if the Sponsor is, or has been, in violation of any of the terms of this Agreement.

(9) 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 the Agreement.

(10) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor 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 Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor 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.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor 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. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of the 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 Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, 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, contingency 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 the Agreement, whether by modification or supplementation, must be accomplished by a supplemental agreement signed and approved by the duly authorized representatives of the Sponsor and the Commission.

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

(17) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(18) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

[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 Sponsor this _____ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 1, 2016

Item: COUNCIL BILL NO. 2016-105
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date:
Department Head:	Nick Heatherly	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anslem	Date:

Recommended Action: Approval of MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services by the City of Joplin.

Summary: Since February 2005 the Joplin Regional Airport has had a Cost Share Agreement with the DOT/FAA for Air Traffic Control (ATC) services at the Joplin Regional Airport through the FAA's Contract Tower Cost Share Program. This program contracts with the FAA and a private contractor to provide the ATC services at Level I VFR towers. If not for this program smaller facilities would have to pay for the services themselves or not provide the service at all. ATC services are vital in insuring the safety of our commercial, corporate, and general aviation traffic.

Our current DOT/FAA agreement reflects a B/C ratio of .92 which calculates our local share monthly cost at $ 2,598.00/month. Missouri State legislation makes Joplin eligible for a 50/50 local match funding for ATC services through the State Aviation Program. With this additional funding our local cost will be $ 1,299.00/ month.

The agreement before you is a continuation of our existing MoDOT Grant to cover the State's 50% share of the City's local match share of ATC cost at the airport. This agreement is retroactive back to October 1, 2015 thru September 30, 2016 and we will be reimbursed for those cost.

Staff recommends approval of the MoDOT Air Traffic Control Tower Operating Assistance Grant Agreement.

COUNCIL BILL NO. 2016-105

AN ORDINANCE Authorization to accept an Agreement by and between the City of Joplin and Missouri Highways and Transportation Commission, for Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services by 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 an agreement by and between the City of Joplin and Missouri Highways and Transportation Commission for Air Traffic Control Tower Operating Assistance Grant Agreement for Air Traffic Control Services at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein, is hereby approved.

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

Section 3. That this Ordinance dealing with the public improvements is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall become effective immediately upon its passage. Specifically, this Agreements needs to be in place to meet MoDOT timelines.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____
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: February 1, 2016

Item: CDBG-DR Sub-Recipient Agreement with Jasper County Juvenile Detention Center
Originating Department: Planning & Community Development

Attachments: 1) Council Bill No. 2016-401
2) CDBG-DR Sub-Recipient Agreement

Planning and Community Development Director: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel Anselm

Recommended Action: Approval of Council Bill No. 2016-401

INTRODUCTION:

The following Council Bill is for an agreement between the City of Joplin and Jasper County Juvenile Detention Center to pay salaries for staff to provide mental health and educational services to juveniles under the age of 18 in the City of Joplin who suffer from conditions related to the May 2011 tornado. City Council previously approved this activity in the Round 2 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 9 (Partial Action Plan #5) on September 8, 2015.

DISCUSSION:

Jasper County Juvenile Detention Center's main goal of the services to be provided is to improve the health of the community by providing services that are restorative, therapeutic, and family focused to juveniles within the Joplin population. The proposed educational and mental health services will increase the access to trauma-informed care and better serve juveniles by age group. The staff at the Center will also provide skills training to juveniles which will allow them to properly assimilate into the Joplin community.

At least 51% of services will be provided to LMI individuals to help combat conditions related to trauma as a result of the May 2011 tornado, some of which include post-traumatic stress disorder, anxiety disorders, and depression.

The agreement provides for reimbursement of costs in an amount not to exceed $279,840.00 that will be incurred for full time salaries to hire new employees including a combination of a Teachers' Aide, a Recreation/Community Aide, a Crisis Behavioral Health worker, and a Recreation/Community Manager.

RECOMMENDATION:

City Staff recommends the approval of this Council Bill on an emergency basis, meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the preservation of public health, so Jasper County Juvenile Detention Center may provide services to increase access to care which increases functional status, allowing them to be healthy youths, productive employees, and functional community members.

COUNCIL BILL NO. 2016-401 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Sub-Recipient Agreement with Jasper County Juvenile Detention Center in the amount of Two Hundred Seventy-Nine Thousand Eight Hundred and Forty dollars ($279,840.00) to pay salaries for staff to provide skills training as well as mental health, educational and skill services to juveniles in the City of Joplin who suffer from conditions related to the May 2011 tornado, authorizing the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri to execute said Agreement; and containing an emergency clause.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, there were was a negative public health impact, including education and mental health to juveniles due to the effects of the Tornado; and

WHEREAS**,** the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance in response to the losses caused by the tornado on May 22nd, 2011; therefore,

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

Section 1. That the City enter into an Agreement no sooner than the Approval of the Release of Funds from the U.S. Department of Housing and Urban Development has been received, or Agreement in substantially similar in form, between the City of Joplin and Jasper County Juvenile Detention Center in the amount of Two Hundred Seventy-Nine Thousand Eight Hundred and Forty dollars ($279,840.00) to pay salaries for staff to provide skills training as well as educational and mental health services to juveniles in the City of Joplin who suffer from conditions related to the May 2011 tornado.

Section 2. That the Director of Planning, Development and Neighborhood Services of the city of Joplin, Missouri, is hereby authorized to execute said Agreement, or Agreement in substantially similar in form, for and on behalf of the City of Joplin.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals the immediate preservation of public health, and as such, is considered an emergency and shall take effect immediately upon passage.

Passed by the Council of the City of Joplin, Missouri, this ___day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CDBG-DR SUB-RECIPIENT AGREEMENT BETWEEN
THE CITY OF JOPLIN
AND
JASPER COUNTY JUVENILE DETENTION CENTER

THIS SUB-RECIPIENT AGREEMENT ('Agreement') entered this day of February 2016 by and between the City of Joplin (herein called the "Grantee") and the Jasper County Juvenile Detention Center, DUNS# 08-213-6094 and FEIN# 44-6000531 (herein called the "Sub-Recipient").

WHEREAS, the Grantee has applied for and received funds from the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2013, Public Law 113-2, Federal Award ID# B-13-MS-29-0001; and

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

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

I. SCOPE OF PROJECT

A. Activities

The Jasper County Juvenile Detention Center (Sub-Recipient) will be responsible for administering a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant – Disaster Recovery program:

Program Delivery

The Jasper County Juvenile Detention Center will provide services that are more restorative, therapeutic, and family focused rather than punitive, to juveniles within the Joplin population who suffer from conditions related to the May 2011 tornado. The program is targeted towards City of Joplin juveniles no more than 18 years of age to receive services that promotes education and provide mental health services. Paraprofessional Teacher's Aides will serve student needs by age group while a Recreation / Community Aide will develop programs that will assist with the basic needs for skills training and problem solving. Mental health services will also be provided to mitigate anxiety and enhance coping skills.

Federal Award Description

As required under 2 CFR Part 200 Subpart D §331(a)(ix), the grant will provide assistance that aids in the funding of clinical providers and services to accommodate additional counseling to juveniles under the age of 18 that are needed as a result of the tornado, particularly Low to Moderate Income ("LMI") residents. These mental health services and

skills training will help decrease the national trend of juveniles re-entering the system for the LMI population within this age range. Continual juvenile development in education and mental health will foster and enhance skills conducive to successful entry into the Joplin community and competency in the work force. As a result, the services provided will increase functional status, allowing financial and personal stability for each individual.

This award is not intended for Research & Development activities.

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

The Sub-Recipient shall provide the Grantee with a resolution from its governing body accepting the terms, conditions and obligations of this Agreement, and directing it's duly authorized representative to execute the Agreement on behalf the Sub-Recipient; said resolution to be attached to this Agreement and identified as Exhibit A.

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

The Sub-Recipient certifies that the activity (ies) carried out under this Agreement will meet the Low-Moderate Income Limited Clientele activity [570.208(a)(2)(i)(a)]. This activity is eligible under the category Public Services [24 CFR 570.201(e)]. Sub-Recipient will use Demographic/Income form to document the national objective. See Appendix A/B.

C. Project Compliance Requirements
Sub-Recipient agrees to adhere and comply with all CDBG-DR project compliance requirements, including but limited to the following:

1. Follow CDBG-DR regulations for procuring services
2. Maintain proper financial and program administration records related to the management of the Project as identified by the Grantee (i.e. procurement records, invoices, time sheets, etc.)
3. Ensure the use of State of Missouri Prevailing wage determinations and/or Davis Bacon wage determination (whichever is higher)
4. Serve at least 51% LMI clientele for the life of the grant and maintain adequate documentation for at least a period of 5 years after the close out of the grant from which the assistance was provided (period of performance)
5. Secure and submit to the Grantee income verification information from all individuals, new or existing, or their guardian benefiting from this grant including new and current enrollees. This documentation will include individual's or their guardian's most recent IRS W2 Form or IRS Form 1040 Return, or a completed and fully executed IRS 4506-T Form. The IRS 4506-T Form will only be submitted to the IRS by the Sub-Recipient if the participating individual's or their guardian's W2 Form or IRS Form 1040 Return is not received by the Sub-Recipient within three (3) weeks after the official date of patient's enrollment in services receiving CDBG-DR funded program.

D. Project Accomplishments – Goals and Performance Measures

The Sub-Recipient must ensure the following:

1. Increase the number of individualized services delivered to youths under 18 years of age affected by the tornado.
2. At least 51% of the services provided will be to LMI Joplin residents impacted by the disaster
3. Hire a Paraprofessional Teacher's Aide, Crisis Behavioral Health Worker, a Recreation / Community Aide, and a Recreation/Community Manager to provide a multi-disciplinary approach to creating interventions that are individualized and less punitive.
4. Services provided will help prevent and/or reduce the number of youths entering the formal adjudication system.

E. Staffing

Staff Member & Title	General Project Duties
- Dana Sanders, Chief Juvenile Officer	- Project supervision
- Kelly Sales, Juvenile Court Administrator	- Aid in guidance and supervision of contract
- Belinda Elliston, Legal Counsel	- Legal review and approval
- Gayle Crane, Circuit Judge, Judicial Circuit 29, Division 1	- Review and approval of court related documents, presiding Juvenile Judge
- Erik Theis, Court Administrator for Jasper County	- Plan and oversee courthouse's administrative operations

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

F. Performance Monitoring

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

II. PERIOD OF PERFORMANCE

Services shall start on the 1st day of February 2016 and end on the 1st day of September 2017.

Funds will not be available to the Sub-Recipient from the CDBG-DR Program after the completion date, unless otherwise approved by Grantee. Any extension request would need to be approved by the City of Joplin. To obtain such an extension the Sub-Recipient must submit a written letter to be approved by the Grantee.

III. BUDGETS – DEVELOPMENT & OPERATION

The Grantee will reimburse the Sub-Recipient for not more than Two Hundred Seventy Nine Thousand Eight Hundred and Forty Dollars ($279,840.00) which is to be allocated only for salaries

for services provided by a Teacher Aide, Recreation / Community Aide, Crisis Behavioral Health Worker, and Recreation / Community Manager for City of Joplin students no more than 18 years of age who are in the low to moderate income level over the course of the period of performance described in Section II above. Any indirect costs shall not be allowed and will not be paid by the Grantee under this agreement. A copy of the budget and project schedule will be attached as Exhibit B.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (1) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-Recipient.

IV. PAYMENT

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

Two Hundred Seventy Nine Thousand Eight Hundred and Forty ($279,840.00) Dollars

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Section III herein. Expenses for general administration for the Sub-Recipient shall also be paid against the budget specified in Paragraph III. All payments will be on a reimbursement basis contingent upon proper documentation provided.

Payments may be contingent upon certification of the Sub-Recipient's financial management system in accordance with the standards specified in 2 CFR Part 200 Subpart D §305.

V. COMMUNICATIONS, NOTICES & DEMANDS

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

Communications, official notices, demands and other details concerning this Agreement shall be directed to the following representatives:

Grantee		Sub-Recipient	
Name:	Troy Bolander	Name:	Gayle Crane
Title:	Director of Planning, Development & Neighborhood Services	Title:	Circuit Judge, Judicial Circuit 29, Division 1
Grantee:	City of Joplin 602 South Main Street Joplin, Missouri 64801	Sub-Recipient:	Jasper County Courts Building 601 South Pearl Street Joplin, MO 64801
Phone:	(417) 624-0820 ext. 510	Phone:	(417) 625-2759
Fax:	(417) 525-4738	Fax:	(417) 782-7172
Email:	tbolande@Joplinmo.org	Email:	Gayle.Crane@courts.mo.gov

VI. SPECIAL CONDITIONS

The final 5% of this grant, totaling thirteen thousand nine hundred ninety-two ($13,992) dollars, will

be withheld from reimbursement until all documentation is received by the Grantee for this activity. Required documentation shall include proof that the Sub-Recipient has made final payments to staff contracted to perform services under this grant and that the work is substantially complete.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with CDBG-DR funds.

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

Consistent with the requirements of 2 CFR Part 200 Subpart D §304 and §310, the Sub-Recipient shall procure, at Sub-Recipient's sole cost and expense, sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the Grant amount.

The Sub-Recipient agrees to procure endorsements on the required insurance policy(ies) wherein and whereby the insurance company will agree that the Grantee will be given ten (10) days advance written notice of any cancellation or reduction of insurance under such policy and that copies of all endorsements issued after the date of such policy will be forwarded to the Grantee. In the event the Sub-Recipient fails to pay any premium on such policy when due, the insurance company agrees to notify Grantee of such past-due payment

status.

F. Grantee Recognition

The Sub-Recipient shall insure recognition of the role of the Grantee in providing financial assistance supporting the services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The Sub-Recipient agrees not to use CDBG-DR funds for such recognition and/or any other promotional material or efforts.

G. Amendments

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

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

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, the Grantee may suspend or terminate this Agreement if the Sub-Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

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

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either the Grantee or the Sub-Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Recapture

In the event that the Sub-Recipient has, in the Grantee's sole discretion, failed to comply with the Sub-Recipient Agreement or any other CDBG-DR program requirement, the Sub-

Recipient shall perform any remedial actions determined appropriate by the Grantee to correct the deficiency, which actions may include, but are not limited to:

1. The repayment or reimbursement to the Grantee of inappropriately used CDBG-DR funds;
2. The hiring of additional therapists to provide the services described in this Sub-Recipient Agreement; and,
3. Any other actions the City deems appropriate

The Grantee may terminate the Sub-Recipient Agreement in whole or in part, at any time, including before Project completion, whenever it is determined by the Grantee that the Sub-Recipient has failed to comply with the conditions of the Agreement. The Grantee shall notify the Sub-Recipient in writing of the determination and the reasons for the termination, together with the effective date. It shall be the Sub-Recipient's duty to take any and all legal efforts to cancel any obligations outstanding upon termination.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

   The Sub-Recipient agrees to comply with 2 CFR Part 200 Subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principals

   The Sub-Recipient shall administer its program in conformance with Cost Principles as outlined in 2 CFR Part 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

   a. Records providing a full description of each activity undertaken;
   b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program;
   c. Records required to determine the eligibility of activities;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
   f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333;
   g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570; and
   h. Records that document that at least 51 percent of the appointments/visits provided with funds from this grant will be held by LMI persons.

2. Retention
   The Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's Quarterly Performance Report (QPR) in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four- year period, whichever occurs later.

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

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

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

6. Audits & Inspections
   All Sub-Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub- Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

   The Sub-Recipient shall have an annual audit by a Certified Public Accountant conducted in accordance with current Grantee policy concerning Sub-Recipient

audits and 2 CFR Part 200 Subpart F (Audit required if the Sub-Recipient receives $750,000 or more in federal funds).

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective (programs and projects) and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities, as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives.

2. Payment Procedures

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

3. Quarterly Progress Reports

The Sub-Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. In order to comply with HUD reporting requirements, the Sub-Recipient shall submit Quarterly Progress Reports 15 days after the close of the calendar Quarter (i.e., January 15, April 15, July 15, October 15) at the sole discretion and direction of the Grantee such reports will include yet not be limited to the following information: obligated funding amount, expended funding amount, and activities completed and compliance data collected to-date.

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 85.36.

3. Travel
   The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the Joplin, Missouri metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 Subpart D and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Sub-Recipient shall transfer to the Grantee any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

The Sub-Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set

forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions
   The Sub-Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, (except this paragraph 6), in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-Recipients or subcontractors.

C. Employment Restrictions

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

2. Labor Standards
   The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-Recipient shall maintain documentation that demonstrates

compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause
    a. Compliance

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

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

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

located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications

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

c. Subcontracts

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

4. Federal Work Authorization Program "FWAP"

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

D. Conduct

1. Assignability

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

2. Subcontracts
    a. Approvals
    The Sub-Recipient shall review and certify sub-contractors and shall submit the documentation to the City for their approval prior to entering into any contracts.

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

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

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

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

4. Conflict of Interest
    The Sub-Recipient agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318 and 570.611, which include (but are not limited to) the following:
        a. The Sub-Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
        b. No employee, officer or agent of the Sub-Recipient shall participate in the selection, or in the award, or administration of, a contract

supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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

5. Lobbying

The Sub-Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

6. Copyright

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

to use, the work or materials for governmental purposes.

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation

Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

E. Other Provisions

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

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

XII. HANDBOOK FOR CDBG SUBRECIPIENTS

Sub-Recipient is required and agrees to follow the requirements found in the U.S. Department of Housing and Urban Development office of Community Planning and Development, Community Development Block Grant Program handbook "*Playing by the Rules*". This handbook is found as Appendix C.

XIII. FEDERAL AWARD INFORMATION

As required under 2 CFR Part 200 Subpart D §331, the following information under HUD CDBG-DR Award #B-13-MS-29-0001 is provided with regard to the disaster relief funds awarded to the Grantee:

a. Federal award date: May 2013
b. Federal Award amount: $113,276,000
c. Funds obligated by this action: $279,840
d. This award does not have an Indirect Cost Rate, negotiated or de minimus

XIV. SERVABILITY

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

XV. SECTION HEADINGS AND SUBHEADINGS

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

XVI. WAIVER

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

XVII. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Grantee and the Sub-Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-Recipient with respect to this Agreement.

Date: _____

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

City of Joplin, Missouri A Municipal Corporation	Jasper County Juvenile Detention Center Not-for-profit
_____	_____
Signature: Troy Bolander Planning, Development & Neighborhood Services Director	Signature: Gayle Crane Presiding Juvenile Judge, Judicial Circuit 29, Division 1

STATE OF MISSOURI)) ss.

COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is_____and I am the_____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my

official seal this____day of_____, 2015.

_____
Notary Public

My commission expires:

_____

Appendix A

CDBG-DR Income/Demographic Form
(To Be Completed By Participant)

INSTRUCTIONS: The organization has participated in a federal program that is required to meet certain standards. Completion of this form and this information will be kept confidential, with access only to the Sub-Recipient, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: _____person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS).

2. **FAMILY INCOME: $_____.00***
   Family Income: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   ***Support documentation is needed for this item. Documentation will include a copy of the most recent IRS W2 or IRS Form 1040 Return, and/or a filled out and signed IRS 4506-T Form.**

3. **ELDERLY: _____person(s)**
   Elderly: how many persons in your family are 62 years of age and over?

4. **HANDICAPPED: _____person(s)**
   Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities.

5. **ETHNICITY (Check one box only):** ☐ Hispanic or Latino ☐ Not Hispanic or Latino

6. **HEAD OF HOUSEHOLD:** ☐ Male ☐ Female

7. **RACIAL DESIGNATION**: (select one or more) for each household, enter the number of family members by each applicable race.

☐ White	☐ Black/African American	☐ Asian
☐ American Indian/Alaskan Native	☐ Native Hawaiian/Other Pacific Islander	☐ American Indian/Alaskan Native & White
☐ Asian & White	☐ Black/African American & White	☐ American Indian/Alaskan Native & Black/African American
☐ Other		

CERTIFICATION:

"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and HUD."

_____ _____
Print Name Date

_____
Sign Name

If you need assistance completing this form, please check with the Sub-Recipient Agreement for assistance.

For Grantee Use Only

Name of Grantee: _____

Appendix B

CITY OF JOPLIN COMMUNITY DEVELOPMENT
2015/2016 INCOME/DEMOGRAPHIC SUMMARY FORM

FAMILY SIZE (a)	LMI Families (See 2nd Page for Income Limits)			TOTAL LMI PERSONS [(b)+(c)+(d)] * (a)
	Extremely Low (b)	Low (c)	Moderate (d)	
1 PERSON				
2 PERSONS				
3 PERSONS				
4 PERSONS				
5 PERSONS				
6 PERSONS				
7 PERSONS				
8 PERSONS				

Non-LMI	TOTAL Non-LMI PERSONS

1. TOTAL NUMBER OF SURVEYS DISTRIBUTED:		
2. TOTAL NUMBER OF HISPANIC OR LATINO:		
3. RACIAL DESIGNATION	NUMBER OF INDIVIDUALS	NUMBER OF HISPANIC (All Races Can Also Be Hispanic)
A. WHITE		
B. BLACK/AFRICAN AMERICAN		
C. ASIAN		
D. AMERICAN INDIAN /ALASKA NATIVE		
E. NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER		
F. AMERICAN INDIAN/ALASKAN NATIVE & WHITE		
G. ASIAN &WHITE		
H. BLACK/AFRICAN AMERICAN & WHITE		
I. AM. INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AM		
K. OTHER MULTI-RACIAL		

	NUMBER	PERCENT
4. ELDERLY/AGE 62 OR OLDER		
5. HANDICAPPED/DISABLED		
6. FEMALE HEAD OF HOUSEHOLD		

DATE:_____

SIGNATURE:_____

Return to: City of Joplin, Community Development, 602 South Main Street, Joplin, Missouri 64801 at the end of project.

FY 2015 Income Limits Summary

Joplin, MO MSA Median Income: $51,000

FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	$11,770	$15,930	$20,090	**$24,250**	$27,300*	$29,300*	$31,350*	$33,350*
Very Low (50%) Income Limits	$17,700	$20,200	$22,750	**$25,250**	$27,300	$29,300	$31,350	$33,350
Low (80%) Income Limits	$28,300	$32,250	$36,400	**$40,400**	$43,650	$46,900	$50,100	$53,350

The **Joplin, MO MSA** contains the following areas: Jasper County, MO.

* * The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2015 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2015 Fair Market Rent documentation system.

Appendix C

Public Facility Grant Document Checklist

Name of Sub-Recipient:

All Activities Should Have the Following:

__ Must be a 501 (c) 3 tax exempt organization

__ Must not discriminate against any persons on the basis of religion

__ Program Information (brochures, etc.)

__ Signed Written Agreement

__ Income/Demographic Form

__ Must not provide religious instruction or counseling

__ Schedule of proposed work

Does the Activity Involve Asset Procurement? Yes __No
If Yes, Include the following:

__ Procurement Threshold Chart

__ Bid Tabulation Forms (Telephone, Written, and Formal)

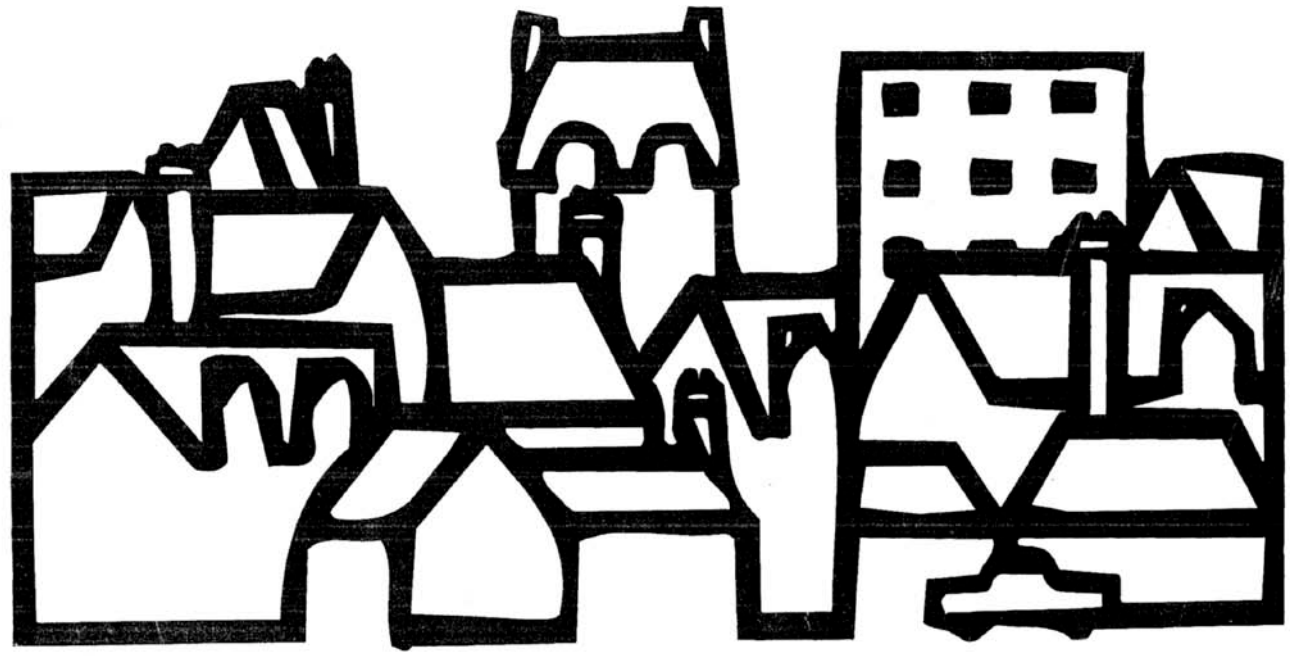
Appendix D

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Community Planning and Development Community Development Block Grant Program

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

March 2005



HUD-2005-05-CPD http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

Updated Reprint
March 2005

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PROLOGUE: A MESSAGE TO CDBG SUBRECIPIENTS

As Community Development Block Grant (CDBG) subrecipients, you are an indispensable part of the CDBG Entitlement program. You provide grantees and the U.S. Department of Housing and Urban Development (HUD) with assurance that the diverse communities, groups, and individuals whom the CDBG program is intended to serve are in fact reached by the program. Your participation provides:

- Access to, and knowledge of, the specific neighborhoods and beneficiaries served by the program.
- Technical and managerial capabilities that might not otherwise be available to grantees.
- A mechanism for assuring citizen participation by involving the intended beneficiaries in the design and delivery of those services.

Without your continued involvement and support, the CDBG program could not address the broad range of needs in our communities. Whether you are a governmental agency, a non-profit organization, or a for-profit entity, HUD and the more than 1,000 CDBG Entitlement grantees count on you to make sure that needed services are delivered in a cost-effective way. This is not an easy task. Despite numerous accomplishments in program delivery, many of you have encountered administrative problems in achieving your mission; hence, the motive for this handbook.

Common Subrecipient Problems

The majority of difficulties experienced by subrecipients lay in the area of financial management, administrative systems, documentation, and record keeping. Many of these problems are attributed to:

- Limited experience in dealing with Federally-funded programs.
- Lack of adequate staffing or financial resources available on a consistent basis.
- Limited understanding about how to meet the complex administrative requirements that must be satisfied in using Federal funds for CDBG activities.
- Limited oversight, communication, or management support from grantees.

Subrecipient Responsibilities

You and your grantees share joint responsibility for carrying out permitted activities in conformance with applicable Federal requirements. Grantees and subrecipients are partners. Both partners must accept the fact that there is no such thing as a "free lunch." In return for Federal funding, grantees and subrecipients agree to comply with the laws and regulations governing the use of those funds. A central principle is that most of the Federal requirements imposed on the grantee are passed along to you, the subrecipient. As more experienced subrecipients can attest, the more you know about the rules, the more efficient you can be in designing and conducting your activities. Playing by the rules does not detract from your performance; it enhances it (and enables you to continue receiving funds).

Regulatory compliance and performance go hand-in-hand. Performance measurement is an effective management technique that enables grantees to analyze the benefits of their investments. It is a mechanism that tracks the progression of projects and evaluates their overall program effectiveness. The CDBG program requires that each grantee submit a performance and evaluation report concerning the use of CDBG funds, together with an assessment of the relationship of the use of funds to the objectives identified in the grantee's Consolidated Plan.
Subrecipients should also establish goals and measure their performance in a manner consistent with the grantee's performance measurement system.

In using Federal funds the cardinal rule is: **documentation.** The achievement of program goals and the completion of activities must be supported by adequate documentation of the facts. If your activities, personnel, procedures, expenditures, and results are not documented properly, from the Federal Government's perspective, you have not done your job, *regardless of your accomplishments.* Appropriate records are the lifeblood of all successful CDBG agencies.

Finally, successful CDBG programs depend upon the commitment of grantees and subrecipients to **effective management practices**. These include: (1) supporting cooperative, problem-solving relationships among HUD, grantees, and subrecipients; (2) working toward continuous improvement in regulatory compliance and timely program performance; (3) maintaining open and frequent communications among all participants; and (4) focusing on preventing problems first, rather than curing them later. Such a commitment to effective management will assure that the "minimum requirements" specified in the handbook and the training do not become "maximums" for either grantees or subrecipients.

This handbook is designed to help you understand the administrative requirements that apply to the use of Federal funds for the delivery of CDBG programs and activities. Not surprisingly, you will find the bulk of these requirements reflect common sense and good business practices, like balancing your checkbook or shopping for the lowest price. We hope that what you learn from this handbook about meeting CDBG administrative requirements will save you from major headaches later on.

You will also recognize that most of the standards presented in this handbook represent the ***minimum requirements*** prescribed by Federal regulations, not ***optimum*** or ***maximum.*** Therefore, we hope your agency will resist the temptation to allow these standards to become "maximums" for its activities, but rather, will seek to use these regulations as a path to optimum performance and full achievement of all your goals.

This handbook had not been updated since its first printing in 1993. The changes currently being made reflect the incorporation of OMB Circulars A-102 and A-110 into the HUD Common Rule at 24 Code of Federal Regulations (CFR) Parts 84 and 85, as well as changes to the CDBG regulations that were made between 1993 and 2003.

Experience has shown that activities undertaken by subrecipients are potentially high risk. Many subrecipients have excellent intentions but use volunteers or inexperienced staff who don't know Federal requirements. In our efforts to promote timely expenditure of CDBG funds, we also found that delays in subrecipient activities were a cause for grantee failure to comply with the timeliness requirements at 24 CFR 570.902.

Over 10 years have passed since CPD first issued the three related publications dealing with subrecipients. This material is now being updated because in the intervening years, some administrative requirements have changed, grantees and subrecipients have experienced staff turnover, and new subrecipients are participating in the program. It is again time to focus grantees' attention on their responsibilities for subrecipient oversight and to encourage entitlement communities to take a fresh look at their internal processes for subrecipient selection, training, management, and monitoring.

This is an opportunity for grantees to distribute copies of Playing by the Rules to all their subrecipient organizations and to conduct training for both grantee and subrecipient staff, using the newly issued Training CDBG Subrecipients in Administrative Systems as a guide. Because both these publications are available from the HUD Web site*, it has been made easier for grantees to distribute materials and to conduct this training. In addition to promoting program compliance, the sound management practices advocated in these publications can also serve to facilitate the development of performance measures for project implementation. Such actions will result in improved delivery of CDBG programs to the intended program beneficiaries, the low- and moderate-income residents of the community.

*http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm

CHAPTER 1.0: INTRODUCTION

The purpose of this handbook is to provide subrecipients of CDBG Entitlement funds with an explanation of the basic administrative requirements of the CDBG program. A **"subrecipient"** is a public agency, a private non-profit organization, in some circumstances a Community-Based Development Organization (CBDO), or perhaps even a for-profit entity that has been provided CDBG funds by the local "grantee" (the city or county) to carry out agreed upon activities that are eligible under the Federal regulations. While you may not technically meet the CDBG definition of a "subrecipient," your grantee may want to treat you like one to achieve its own objectives. In the administration of its CDBG funds, each subrecipient must meet the administrative requirements covered in this handbook.

The CDBG Entitlement program for metropolitan cities and urban counties is a "block grant" program. Through the block grant approach, the Federal Government offers localities a great deal of flexibility in the way they may use their funds, and in the activities they support, either directly or through subrecipients.

Since the start of the CDBG program over 30 years ago, HUD has issued numerous rules and regulations governing the program to ensure that the intent and requirements of the law are fulfilled, and that the opportunities for fraud, waste, mismanagement, and abuse of program resources are minimized. Although the regulations cover administrative and program requirements for both grantees and subrecipients, **this handbook is primarily concerned with:**

- The regulations that apply to internal management and financial systems of subrecipients; and

- Subrecipients' responsibilities to document and report their CDBG-funded activities.

The administrative systems that are the subject of this handbook are ***critical*** to a subrecipient's ability to comply with CDBG program requirements. For example, a non-profit organization may indeed be providing highly effective public services to its low-income clientele; but it is only through its record-keeping and financial systems that the subrecipient will be able to justify its use of CDBG funds by showing that the activities were both eligible and consistent with its Subrecipient Agreement with the grantee, and that its expenses were appropriate and allowable under the program guidelines.

For those subrecipient organizations having little prior experience with Federal grant programs, the complexity of regulations that mandate specific procedures ("means") for achieving program objectives ("ends") can be daunting. The emphasis on specific procedures and extensive record keeping may appear on the surface to be bureaucratic red tape. However, many of the required systems and procedures are based on widely-accepted standards for good business practices that

are extensively observed in the private sector. They are also designed to help ensure that every entity administering CDBG funds has basic management controls and financial safeguards in place to reduce the likelihood of mismanagement in the use of public funds. With the oversight and analytic capacity that these systems provide, many program managers find they are able to adjust their operations continuously and improve their performance on a regular basis.

1.1 How to Use This Handbook

This Handbook is organized into chapters corresponding to particular components of a subrecipient's administrative operations:

- Financial Management (Chapter 2.0).
- Procurement and Contracting (Chapter 3.0).
- Property Management and Disposition (Chapter 4.0).
- Record-Keeping and Reporting Requirements (Chapter 5.0).
- Other Administrative and Program Requirements (Chapter 6.0).
- Audits (Chapter 7.0).
- Closeout (Chapter 8.0).

Each chapter begins with a brief explanation of the underlying management principles that apply to that facet of program administration, followed by the basic standards that must be met as specified in the applicable regulations or circulars.

It is important to note that sometimes differences exist in the specific requirements for governmental versus nongovernmental subrecipients. In such cases, the set of requirements that is generally more stringent or detailed is described first and then any exceptions to such rules are discussed. For example, the rules for procurement spelled out in Parts 84 and 85 of Title 24 of the Code of Federal Regulations (CFR) for nongovernmental and governmental subrecipients, respectively, distinguish how the rules differ depending on the type of subrecipient. Therefore, the chapter on procurement first outlines the requirements of 24 CFR Part 85 for governmental subrecipients and then discusses how those in Part 84 for nongovernmental subrecipients differ.

To the extent feasible, performance standards have been listed in order from the most basic requirements to the most specialized. This has been done to facilitate use of the handbook as a

checklist for building administrative systems "from the ground up," and/or for reviewing existing systems for their adequacy in meeting the standards.

Subrecipients (and grantees) are cautioned to use this handbook as a supplement to, not a replacement for, the applicable regulations. It is assumed that the reader has access to, or copies of, the basic regulations identified in Section 1.2, which follows. Over time, use of the handbook as a reference tool should help the recipient de-mystify the regulations and become more familiar with the requirements of the CDBG program. This knowledge, in turn, should assist the subrecipient avoid the pitfalls (and penalties) of noncompliance.

Readers of this handbook may notice some duplication from chapter to chapter. This reflects the overlap that occasionally occurs in the regulations themselves and was retained in the text to minimize the amount of cross-referencing.

1.2 Summary of Principal Regulations Governing CDBG Administrative Systems

The key regulations that form the basic administrative requirements of the CDBG Entitlement program are summarized here to acquaint the reader with the various sources for the following standards described throughout the remainder of this handbook. At the end of this chapter, Exhibit 1–1 describes the regulatory framework for the CDBG program. Regulations are developed in response to, or in fulfillment of, Federal statutes that govern the CDBG Entitlement program, both those specific to the CDBG program and those addressing other Federal laws or policies that apply to the CDBG program (e.g., National Environmental Policy Act, Americans with Disabilities Act, Davis-Bacon Act).

The basic program regulations governing management and financial systems for the CDBG program are contained in ***24 CFR Part 570, Subparts J and K.*** They are applicable both to grantees and subrecipients in the public and private sectors:

a) ***Subpart J (24 CFR 570.500–570.513)*** addresses general responsibilities for grant administration, including the applicability of uniform administrative requirements, provisions of Subrecipient Agreements, program income, use of real property, record keeping and reporting, and closeout procedures.

b) ***Subpart K (24 CFR 570.600–570.613)*** deals with **other program requirements** of the CDBG program, including civil rights; labor standards; environmental standards; flood insurance; relocation; displacement; acquisition; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors; uniform administrative requirements and cost principles; and conflicts of interest.

In addition to the basic regulations of the CDBG program contained in 24 CFR Part 570, there are three other categories of requirements that affect the administrative systems and procedures subrecipients must have in place to receive support:

- Federal regulations governing administrative and audit requirements for grants and cooperative agreements (governmental subrecipients) for which HUD has oversight responsibilities.

- Administrative circulars from the Office of Management and Budget (OMB) and Department of the Treasury governing cost principles, administrative systems, fiscal procedures, and audit requirements for grantees and subrecipients.

- Executive Orders from the Office of the President implementing various equal employment opportunity and environmental policies.

The applicability of these administrative requirements depends upon the public or private status of the organization receiving funds. **For subrecipients that are private*, non-profit organizations,*[1] the key regulations defining administrative requirements are:**

24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations"[2]**:** These regulations implement OMB Circular A-110 and specify standards relative to cash depositories, bonding and insurance, retention and custodial requirements for records, financial management systems, monitoring and reporting on performance, property management, and procurement.

[1] For-profit entities organized pursuant to Section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)) and for-profit local development corporations (LDCs) may also qualify as CBDOs under the requirements of 24 CFR 570.204 and thus serve in the role of a subrecipient under the CDBG program if so designated by the grantee. The CDBG regulations pertaining to non-profit organizations apply to such for-profit entities.

[2] Not all the requirements of 24 CFR Parts 84 and 85 are applicable to CDBG subrecipients; 24 CFR 570.502(a) and (b) specify the sections and paragraphs of the Common Rule that apply to CDBG recipients and subrecipients.

OMB Circular A-122 "Cost Principles for Non-profit Organizations": A publication of OMB, this document establishes principles for determining costs that are allowed to be charged to Federal grants, contracts, and other agreements with non-profit organizations (except educational institutions). The principles are designed to ensure that the Federal Government will bear its fair share of costs except where restricted or prohibited by law.

OR,

OMB Circular A-21 "Cost Principles for Educational Institutions": This document covers much of the same subject matter as OMB Circular A-122, only it is aimed at educational institutions (public and private).

AND,

OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations": This circular defines audit requirements for both governments and non-profits receiving Federal funds. The document addresses mandated frequency and scope of audits, allowability of audit costs, and the process of auditor selection.

For "governmental subrecipients" ***(a public agency that is independent of the grantee government, such as a public housing authority, parks commission, or a jurisdiction cooperating with an urban county CDBG grantee[3]), the key administrative requirements*** **are:**

24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally-recognized Indian Tribal Governments" (also known as "the Common Rule")[2]**:** For governmental entities and public agencies, Part 85 of Title 24 of the CFR details standards for financial management systems, payment, allowable costs, property management, procurement, monitoring and reporting program performance, financial reporting, record retention, and termination.[3]

OMB CircularA-87 "Cost Principles for State and Local Governments": For governmental entities receiving CDBG or other Federal funds, this document is the equivalent of OMB Circular A-122. The circular establishes the principles for determining the allowable costs of programs administered by public entities under grants or contracts from the Federal Government. The principles are designed to provide the basis for a uniform approach to determining costs and to promote efficiency.

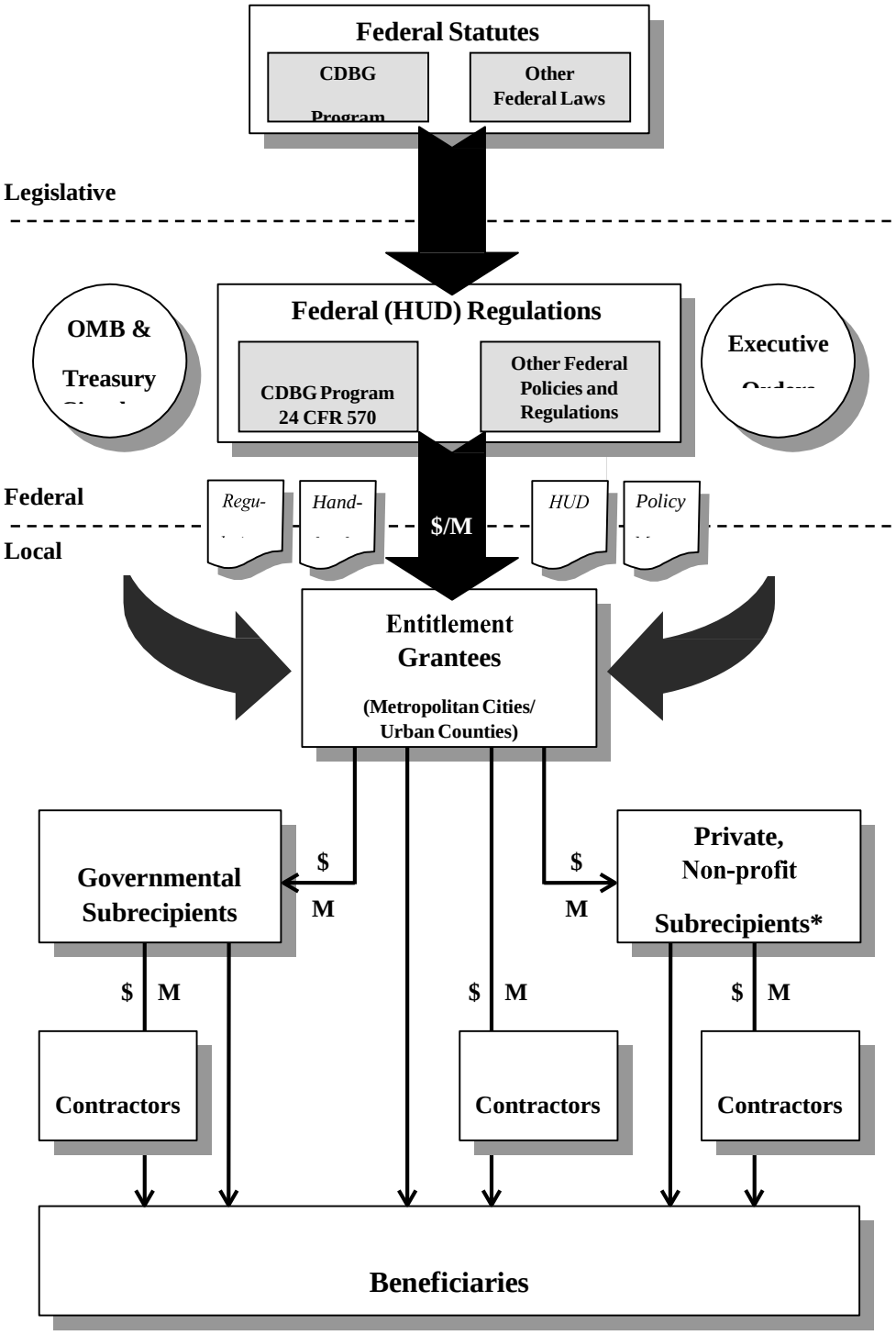
[3] Under the CDBG program, participating units under an urban county are considered to be part of the grantee; however, the grantee is responsible for applying the same requirements to these participating jurisdictions as are applicable to subrecipients.

OMB-133 "Audits of State, Local Governments and Non-profit Organizations":

For state and local governments which receive Federal aid, this document describes audit requirements, including frequency and scope of audit, audit standards, and auditor selection procedures.

The above referenced sections of Title 24 regulations and OMB circulars may be accessed at the HUD Web site at http://www.hudclips.org/cgi/index.cgi.

Exhibit 1–1: Regulatory Framework for CDBG Entitlement Program



$=Funds provided. M=Monitoring required. *Includes §204(c)(2) for-profit CBDOs.

CHAPTER 2.0: FINANCIAL MANAGEMENT

When subrecipients first begin providing services under the CDBG program and drawing down funds, few have financial systems in place that meet all pertinent Federal requirements. For many of you, putting together a financial system both that serves your needs and meets Federal requirements may have been a matter of trial and error. This kind of "ad hoc" approach is dangerous, however, because you may not find out about the inadequacies of your system until it is too late, such as when you run into a major problem with an overspent budget or a serious audit finding.

This chapter provides you with a summary of the required elements of financial systems for managing Federal funds. Before you plunge into the details of the Federal requirements, you may want to ask yourself the following eight sets of questions to find out if there are *particular* areas where you may need help.

1) Internal controls: Does your agency have a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents? Does your agency have written accounting procedures for approving and recording transactions? Are financial records periodically compared to actual assets and liabilities to check for completeness and accuracy?

2) Accounting records: Does your agency maintain an adequate financial accounting system, the basic elements of which should include: (a) a chart of accounts, (b) a general ledger, (c) a cash receipts journal, (d) a cash disbursements journal, (e) a payroll journal, (f) payable and receivable ledgers, and (g) job cost journals (if involved in construction)? Does your accounting system provide reliable, complete, and up-to-date information about sources and uses of all funds? Are "trial balances" performed on a regular basis (at least quarterly)?

3) Allowable costs: Does your agency have a clearly defined set of standards and procedures for determining the reasonableness, allowability, and allocability of costs incurred that's consistent with the basic Federal rules (OMB Circulars A-87 or A-122)? Does your agency know which specific types of expenditures are prohibited under the CDBG program? Does your agency have an approved indirect cost allocation plan?

4) Source documentation: Does your agency maintain up-to-date files of original source documentation (receipts, invoices, canceled checks, etc.) for all of your financial transactions, including those involving obligations incurred and the use of CDBG program income?

5) Budget controls: Does your agency maintain an up-to-date (approved) budget for all funded activities, and perform a comparison of that budget with actual expenditures for each budget category? Does your agency regularly compare progress toward the achievement of goals with the rate of expenditure of program funds?

6) Cash management: Does your agency have a regular procedure for accurately projecting the cash needs of the organization that will serve to minimize the time between the receipt of funds from the grantee and their actual disbursement? Can your agency ensure that all CDBG program income is used for permitted activities, and that such program income is used before further drawdowns are made from the grantee for the same activity?

7) Financial reporting: Is your agency able to provide accurate, current, and complete disclosure of the financial results of each Federally-sponsored project or program in accordance with the reporting requirements of the grantee and HUD?

8) Audits: When was your last Independent Public Accountant (IPA) audit and what were the results? Does your agency have a copy of the management letter?

If your answer is "yes" to all of these questions, then your agency has established a laudable degree of control over its financial affairs. If you were not able to give an affirmative answer to all of the questions in the preceding section, then this chapter will help you to understand the minimum Federal requirements for financial management and to identify where your systems need strengthening. Once these areas have been identified, you can work with your financial staff, your auditor and/or your grantee to develop the systems and expertise you need to gain control of your agency's financial affairs and meet the Federal requirements.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Checking your systems against the standards described here.

2. Reviewing the capabilities of your current bookkeeping or accounting staff to fulfill their responsibilities under these requirements, and listing the areas where they may need support.

3. Talking to your present accountant/auditor to find out if he or she has fully evaluated the adequacy of your systems and is familiar with the requirements outlined here.

4. Getting the names of people to contact in your grantee's agency (e.g., city or county Community Development agency) who can answer questions and help you strengthen your systems.

2.1 Overview

The requirements for financial management systems and reporting are found in **24 CFR Part 85.20 for governmental subrecipients**[1] and in **24 CFR Part 84.21-28 as amended by 570.502**, for non-profit subrecipients. The purpose of these requirements is to ensure that a subrecipient receiving Federal funds has a financial management system sufficient to:

a) Provide effective control over and accountability for all funds, property, and other assets.

b) Identify the source and application of funds for Federally-sponsored activities, including verification of the "reasonableness, allowability, and allocability" of costs and verification that the funds have not been used in violation of any of the restrictions or prohibitions that apply to this Federal assistance.

c) Permit the accurate, complete, and timely disclosure of financial results in accordance with the reporting requirements of the grantee or HUD.

d) Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the subrecipient.

The Federal regulations provide specific requirements in connection with the eight areas previously identified in this chapter, namely, internal controls, accounting records, allowable costs, source documentation, budget controls, cash management, financial reporting, and audits. The first seven areas are discussed in Sections 2.2 to 2.8. Auditing standards are described separately in Chapter 7.0.

2.2 Internal Controls (see 24 CFR 85.20(b)(3) and 84.21(a)(3))

The soundness of any organization's financial management structure is determined by its system of internal controls. **"Internal controls" consist of a combination of procedures, specified job responsibilities, qualified personnel, and records that together create accountability in an organization's financial system and safeguard its cash, property, and other assets.** Through its system of internal controls, an agency's management can ensure that:

- Resources are used for authorized purposes and in a manner consistent with applicable laws, regulations, and policies.

[1] Paragraph (a) of 24 CFR 85.20, however, does not apply to subrecipients, but only to states that are recipients of Federal funds. (Per 570.502(a)(4)).

- These resources are protected against waste, mismanagement, or loss.

- Reliable information on the source, amount, and use of resources are secured, up-to-date, and recorded.

Accordingly, some of the basic elements that a subrecipient should consider in developing its system of internal control include:

- An ***organizational chart*** setting forth the actual lines of responsibility of individuals involved in approving or recording financial transactions.

- ***Written definition of the duties*** of key employees.

- ***A formal system of authorization and supervision*** sufficient to provide accounting control over assets, liabilities, receipts, and expenditures. This should include:

    - Maintenance of a policy manual specifying approval authority for financial transactions and guidelines for controlling expenditures.

    - Written procedures for the recording of transactions as well as an accounting manual and a chart of accounts (see Accounting Records, in the following section).

  The system of authorizations should provide a way for management to ensure supervisory approval of transactions and documentation of these transactions for accounting purposes. A system of authorizations can be general, as in a procedures manual that explains how accounting functions are to be performed, or very specific, as in identifying who has the authority to sign a contract on behalf of the organization or to sell a piece of equipment.

- Adequate ***separation of duties,*** so no one individual has authority over an entire financial transaction. Separation of duties specifically involves the separation of three types of functional responsibilities: (a) authorization to execute a transaction, (b) recording of the transaction, and (c) custody of the assets involved in the transaction. No one person should have control of more than one of these functional responsibilities.[2]

[2] It is often beneficial to have different individuals or even different departments handle the various steps in the processing of transactions. First, separation of functional responsibility results in cross-checking by the individuals involved, increasing the likelihood that errors will be discovered and corrected. Second, fraud is more difficult to carry out if it requires the collusion of two persons or more. In organizations with very limited staff, however, it may

- Hiring policies to ensure that ***staff qualifications*** are commensurate with job responsibilities.

- ***Control over access to assets, blank forms, and confidential documents.*** Physical access to records, blank forms, cash, and other assets should be limited to authorized personnel only. For example, access to accounting records should be limited to only those individuals having record-keeping or supervisory responsibility for them.

- Periodic ***comparisons of financial records to actual assets and liabilities (reconciliation),*** with corrective action taken in response to any discrepancies. As with separation of duties, this is a crucial exercise to uncover and correct inadvertent record-keeping errors in a timely manner. It is also essential for identifying potential weaknesses in an organization's system for safeguarding resources as well as possible instances of fraud or misuse of assets.

2.3 Accounting Records (see 24 CFR 85.20(b)(2) and 84.21)

Subrecipients are required to have ***accounting records that adequately identify the source and application of CDBG funds*** provided to them. To meet this requirement, a subrecipient's accounting system should include at least the following elements:

- ***A chart of accounts.*** This is a list of names and the numbering system for the individual accounts that contains the basic information about particular classifications of financial transactions for the organization. Accounts are created and, in turn, used to summarize the financial transaction data, according to some common characteristics. For example, a typical chart of accounts might have separate account categories for describing assets (cash in a checking account, accounts receivable, prepaid insurance, etc.); liabilities (loans, accounts payable, obligated funds, etc.); revenue (drawdowns from CDBG awards, cash contributions, proceeds from sales, other program income, etc.); and expenses (rent, wages, heat, telephone, etc.).

- ***A cash receipts journal.***[3] This journal documents chronologically when funds were received, in what amounts, and from what sources.

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be difficult to achieve optimal separation of duties. In such instances, the most critical functional areas are separation between custody for cash, record keeping for cash, and control of assets easily converted to cash.

[3] A journal is a chronological record of transactions showing the charges to be recorded as a result of each transaction. Every transaction is initially recorded in a journal. Therefore, a journal is called a record or book of original entry. Each entry in the journal states the names of the individual accounts to be debited and credited, the dollar amount of each debit and credit, the date of the transaction, and any other necessary explanation of the transaction. The act of entering a transaction in a journal is called "journalizing." Information for a journal entry can originate from a variety of sources, such as checks issued or received, invoices, cash register tapes, and time sheets.

A cash disbursements journal. This journal documents chronologically the expenditures of the organization (e.g., when the expense was incurred, how much was spent, to whom funds were paid, and for what purpose).

- ***A payroll journal.*** This journal documents the organization's expenses on salaries and benefits and distinguishes different categories for regulatory purposes.

- ***A general ledger.*** After a transaction is entered in a journal, that information also should be transferred to the proper accounts contained in the general ledger. The general ledger summarizes chronologically the activity and financial status of all the accounts of an organization. The process of transferring transaction information from a journal to a ledger is known as "posting." The entries in the journal and ledger should be cross-indexed to permit the tracing of any recorded transaction (i.e., an "audit trail").

  Periodically, a "trial balance" is performed, to test the mathematical accuracy of the ledger and to prepare a statement of the financial position of an organization as of a particular date.

Sources and Uses of Funds

For the CDBG program, these ***accounting records must contain reliable and up-to-date information*** about the sources and uses of funds, including:

- Federal **grant awards** (or subgrant allocations) received by the organization.

- **Current authorizations and obligations** of CDBG funds.

- **Unobligated balances** (funds remaining available for distribution).

- **Assets and liabilities.**

- **Program income**.

- Actual **outlays or expenditures,** with further breakdowns by:

- The grant program from which the funds are derived. [4]

- The "eligible activity" classifications specified in 24 CFR 570.201–570.206 (housing rehabilitation, economic development, public facilities, public services, etc.) or similar classifications which clearly indicate use of program funds for eligible activities.

Maintenance of Records

The internal control requirements provide for the **separation of duties** and the **secure storage** of accounting records in limited access areas. In maintaining these accounting records a subrecipient should also ensure that:

- Journal entries are properly approved and explained/supported.

- Posting and trial balances are performed regularly.

- Fidelity bond coverage is obtained for responsible officials of the organization.

The grantee may require the subrecipient to purchase additional fidelity bond coverage in cases where it believes the normal policy coverage is not sufficient to protect the interest of the Government.

2.4 Allowable Costs (see 24 CFR 85.22 and 84.27)

The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CDBG-financed activities are found in **OMB Circular A-87 for governmental subrecipients, OMB Circular A-122 for non-profit subrecipients, and OMB Circular A-21 for educational institutions.**

According to basic guidelines contained within these OMB circulars, a ***cost is allowable*** under the CDBG program if:

1. The expenditure is ***necessary, reasonable, and directly related to the grant***.

   This standard applies equally to such items as salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures. In determining the reasonableness of a given cost, consideration shall be given to:

[4] Subrecipients are encouraged, but not required by HUD, to identify expenditures by the specific grant.

a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and state laws and regulations, and terms and conditions of the award.

c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees and clients, the public at large, and the Government.

d) Significant deviations from the established practices of the organization that may unjustifiably increase the award costs.

2. The expenditure has been ***authorized by the grantee*** (the city or county that provides the CDBG funds to the subrecipient), generally through approval of the budget for the activity.

   For example, grantees generally are limited by HUD to obligating no more than 15 percent of any year's CDBG award on public services expenses. Therefore, in their agreement with a subrecipient, the grantee will stipulate how much the particular subrecipient will be allowed to obligate on such activities to keep the grantee's overall public services expenditures within the 15-percent ceiling. Any obligations by the subrecipient on such activities exceeding the approved amount may be disallowed by the grantee based upon the provisions of the Subrecipient Agreement.

3. The ***expenditure is not prohibited*** under Federal, state, or local laws or regulations.

   For example, OMB Circular A-87, Attachment B, and OMB Circular A-122, Attachment B, explicitly prohibit expenditure of Federal funds for entertainment, contributions and donations, fines and penalties, and bad debts.[5]

   In addition, the regulations specific to the CDBG program (at 24 CFR 570.207) prohibit the use of program funds for:

[5] OMB Circulars A-87 and A-122 also prohibit expenditures on interest and other financial costs *except where authorized by legislation* as is the case under Section 105(a)(13) of Title I of the Housing and Community Development Act of 1974, as amended, which specifically identifies "reasonable ... carrying charges related to the planning and execution of community development and housing activities" as eligible costs under the CDBG program.

- **Buildings used for the general conduct of government**

- **General governmental expenses**

- **Political activities**

This section of the program regulations also specifies that the following activities may ***not*** be assisted with CDBG funds ***unless*** authorized as a special economic development activity under 24 CFR 570.203, ***or*** when carried out by Community-Based Development Organizations (CBDOs) under the provisions of 24 CFR 570.204, or when the other special conditions noted in the following section after each category are met:

- **Purchase of construction equipment** (unless purchased for use as part of a solid waste disposal facility, which is eligible under 24 CFR 570.201(c)).

- **Personal property, furnishings, fixtures, or motor vehicles** (unless these items constitute part or all of a public services activity under 24 CFR 570.201(e), are eligible as fire fighting equipment under 24 CFR 570.201(c), or are necessary in the administration of activities assisted with CDBG funds).

- **Operating and maintenance expenses** (except for expenses associated with public service, "In Rem," and interim assistance activities, or office space for program staff employed in carrying out the CDBG program).

- **New housing construction** (unless performed in accordance with the "last resort" housing provisions of 24 CFR Part 42, or carried out by a CBDO under Section 570.204).

- **Income payments** (this prohibition does not preclude payments made under 24 CFR 570.201(n) to facilitate and expand homeownership by low- and moderate-income persons or emergency grant payments made over a period of up to 3 consecutive months to the provider of such items as food, clothing, housing, or utilities).

4. The ***expenditure is consistently treated,*** in the sense that the subrecipient applies generally accepted accounting standards in computing the cost, and utilizes the same procedures in calculating costs as for its non-Federally assisted activities.

5. The ***cost must be allocable to the CDBG program.*** A cost is allocable to a particular cost objective (e.g., grant, program, or activity) in proportion to the relative benefits received by that objective. This means that:

    - If an office is utilized by two programs during the same hours, the costs of the office should be allocated between the two programs on an equitable basis.

    - The same expense cannot be claimed against more than one grant (i.e., double-billing is prohibited). In addition:

        - A cost originally allocable to a particular Federal grant program **cannot be shifted to another Federal grant program** to overcome funding deficiencies, to avoid restrictions imposed by the grant or by law, or for any other reasons.

        - In accordance with the guidance found in OMB Circulars A-87 and A-122, the composition of direct and indirect costs must be clear. **Direct costs** must be identified specifically with a particular activity. **Indirect costs** are those incurred for common objectives that benefit more than one activity (e.g., salaries of executive officers, accounting and auditing, other costs of general administration). The subrecipient's indirect costs must be supported by an indirect cost proposal/cost allocation plan prepared in accordance with U.S. Department of Health and Human Services Circular OASMB-5 (for non-profit subrecipients) or OASC-10 (for governmental subrecipients).

6. The ***cost is net of all applicable credits.*** Any credits such as purchase discounts or price adjustments must be deducted from total costs charged. The subrecipient is not allowed to make a profit from any costs charged to CDBG funds.

2.5 Source Documentation

The general standard is that ***all accounting records must be supported by source documentation (see 24 CFR 85.20(b)(6) and 84.21(b)(7)).*** Supporting documentation is necessary to show that the costs charged against CDBG funds were incurred during the effective period of the subrecipient's agreement with the grantee, were actually paid out (or properly accrued), were expended on allowable items, and had been approved by the responsible official(s) in the subrecipient organization.

The source ***documentation must explain the basis of the costs incurred*** as well as show the actual dates and amount of expenditures. For example:

- With respect to **payrolls,** source documentation should include employment letters and all authorizations for rates of pay, benefits, and employee withholdings. Such documentation might include union agreements or minutes from board of directors' meetings where salary schedules and benefit packages are established, copies of written personnel policies, W-4 forms, etc. For staff time charged to the CDBG program activity**, time and attendance records should be available.** If an employee's time is split between CDBG and another funding source, there must be time distribution records supporting the allocation of charges among the sources. Canceled checks from the employees, insurance provider, etc., or evidence of direct deposits will document the actual outlay of funds.

- With respect to the cost of **space and utilities,** space costs must be supported by documentation such as rental or lease agreements. Utility costs will be supported by bills from the utility companies. Both types of expenses will be supported by canceled checks. If the cost of space or utilities is split between the CDBG program and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources, consistent with the guidelines covering allocable costs in Section 2.4.

- With respect to **supplies,** documentation would include purchase orders or requisition forms initiated by an authorized representative of the subrecipient, an invoice from the vendor (which has been signed-off by the subrecipient to indicate the goods were received), the canceled check from the vendor demonstrating payment was made, and information regarding where the supplies are being stored and for what cost objective(s) they are being used.

Some additional requirements related to source documentation include:

- All **source documentation** does not have to be located in the CDBG project files, but it must be **readily available for review by the grantee, HUD, or other authorized representatives at all times.** For example, employment letters and salary schedules are not likely to be maintained in a subrecipient's CDBG files but instead will be kept in the organization's central personnel files.

- The subrecipient must ensure that either (a) **an encumbrance/obligation is recorded** whenever a contract is signed or a purchase order is issued or (b) **up-to-date information on the status of all obligations** is otherwise readily accessible.

- The subrecipient must maintain a complete, accurate, and up-to-date record of the receipt and use of CDBG-generated **program income.** (See Chapter 6.0.)

2.6 Budget Controls

Subrecipients must have procedures in place to monitor obligations and expenditures against their approved budget(s) for CDBG-funded activities. **Depending on the language of the Subrecipient Agreement, the grantee may be under no obligation to reimburse a subrecipient for expenditures that exceed approved budget line items or the overall budget for CDBG-assisted activities.** Therefore, the subrecipient needs to have an ongoing system to compare actual receipts, encumbrances, and expenditures with the CDBG budget to ascertain in a timely fashion **whether it will be necessary to initiate a formal budget revision.** In addition, since the budget reflects the subrecipient's best estimate of the resources necessary to accomplish the CDBG project scope of services, any pattern of line item overruns should prompt a careful re-assessment of whether the available resources will still be sufficient to achieve the agreed- upon objectives.

To compare and control expenditures to approved budgets, a subrecipient must:

- Maintain in its accounting records **the amounts budgeted for eligible activities.**
- **Include unexpended/unobligated balances** for budgeted categories, as well as obligations and expenditures.
- Periodically **compare actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments for such outlays.**

Obviously, these comparisons should be made on an ongoing basis, and not after a majority of funds have been committed. In addition, it is critical that subrecipients maintain a close watch over the progress achieved for the amount of funds expended. It does little good to stay within the budget line if the actual accomplishments lag far behind in terms of the units of service delivered.

2.7 Cash Management

Subrecipients are required to have procedures in place to minimize the time elapsed between receipt of funds from the grantee and the actual disbursement of those funds. This requirement is intended to curtail unnecessary drawdowns of CDBG funds (through the grantee) from the U.S. Treasury and minimize the cost of financing the CDBG program by the Federal Government.

Grantees have two general methods available to transfer CDBG grant funds to subrecipients: the reimbursement method and the cash advance method.

- The **reimbursement method** entails a transfer of grant funds to the subrecipient **based on actual expenditures by the subrecipient before the request for funds.**

- **The cash advance method** involves the transfer of CDBG funds from the grantee based upon the subrecipient's request (and information on obligations) **before the actual cash disbursements have been made by the subrecipient.**

Both methods must be implemented in compliance with the cash management requirements. In accordance with 24 CFR 85.21 or 570.502(b)(3)(i), as applicable, and 31 CFR Part 205[6], these requirements include:

- A subrecipient must include ***accurate information in its drawdown request to a grantee.*** This requirement is intended to address the intentional falsification of drawdown information. The Federal Government is also concerned that all subrecipients have adequate financial record-keeping systems in place to be able to determine reliably how much cash they have on hand and what their immediate cash needs will be.

- ***Although there is no explicit regulation for cash advances, the general standard is that the subrecipient must disburse the funds to pay for CDBG program costs within 3 business days of the receipt of those funds from the grantee.*** The subrecipient should also maintain written justification in its files for each instance in which disbursement of an advance took longer than a 3-day period.

- A subrecipient must ***return erroneously drawn funds to the grantee in a timely fashion.*** This applies to both advances and reimbursement payments when it is determined that the transfer resulted in more funds being drawn down than what was required by the subrecipient's immediate disbursement needs.

  For example, if a subrecipient drew down CDBG funds in anticipation of the start of a public facilities project, and the project's commencement was delayed, the subrecipient is required to return the CDBG funds to the grantee and re-initiate the drawdown process at a later point.

[6] These are the regulations of the U.S. Department of the Treasury governing withdrawal of cash from the Treasury for an advance under a Federal grant program.

- If CDBG ***grant advances*** are placed in an interest-bearing account by a subrecipient, the subrecipient must ***return this interest income to the U.S. Treasury*** via the grantee (per 24 CFR 85.21(i) or 570.502(b)(3)(i), as applicable, and 24 CFR 570.500(a)(2)). Such interest income is not considered program income. Similarly, if a subrecipient uses ***a "revolving loan fund account"*** under the CDBG program, ***the funds must be deposited in an interest bearing account, and all interest earned on funds on deposit must be returned to the Treasury via the grantee no less frequently than annually*** (24 CFR 570.500(b)).

- ***Program income (other than program income deposited in a revolving fund) must be disbursed in payment of program costs before requesting further drawdowns from the grantee*** (24 CFR 570.504(b)(2)(ii) and 570.504(c)).

- If program income is put in an approved revolving fund by a subrecipient, the subrecipient must ***disburse this program income for the same activity for which the revolving fund was established,*** before making further cash drawdown requests to the grantee for the activity. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee at least annually (24 CFR 570.504(b)(2)(i) and 570.500 (b)).

- Funds held in an ***escrow account*** for rehabilitation activities generally must be disbursed within 10 days (24 CFR 570.511(a)(4)).

While avoiding excessive drawdowns, a subrecipient should also exercise care that the legitimate cash needs of its CDBG activities are being met. As noted in the preceding section, a subrecipient needs to be able to forecast accurately what its project expenses are going to be. If its CDBG activities are relatively stable (the same type and level of activities from month to month), a subrecipient can begin with the previous month's financial activity as a starting point for its estimate of current period cash needs. This estimate, however, should be modified for periodic expenses or seasonal variations in costs, such as for heating and electricity. If a subrecipient's activities are expanding or exhibit irregular fluctuations in expenses, then it is important to devote more careful attention to predicting future cash requirements.

It should be noted that, in the private sector, the "cash requirements report" is a standard management tool for anticipating the monthly (or even weekly) cash flow needs of a business. When a subrecipient is not able to plan its expenditures and encounters large fluctuations in the disbursement of obligated funds (as can happen, for example, in construction activities), there is a tendency to invade other non-CDBG funds, or alternatively to "temporarily borrow" CDBG funds for non-CDBG purposes. ***Such inter-fund transfers that result in using CDBG funds for***

non-CDBG purposes are not allowed and may result in program sanctions or termination of the CDBG contract by the grantee.

2.8 Financial Reporting

Financial reports prepared by a subrecipient must be accurate, timely, current, and represent a complete disclosure of the financial activity and status in each Federal grant program under which assistance is received (24 CFR 85.20(b) and 85.41(c) and (d), or 84.21 and 24 CFR 570.502(b)(3)(i), as applicable).

Although the format and frequency of the financial reports required of subrecipients may differ from locality to locality, a subrecipient must have the capacity to provide at least the following information **for each CDBG activity:**

- ***Amount budgeted.***
- ***Advances/reimbursements*** received to date.
- ***Program income and other miscellaneous receipts*** in the current period and to date.
- ***Actual expenditures/disbursements*** in the current period and cumulatively to date, for both program income and regular CDBG grant funds.

- ***Current encumbrances/obligations*** in addition to disbursements.

- ***Unpaid requests for payment*** previously submitted at time of latest drawdown.

In addition, a subrecipient's accounting and record-keeping system must be able to support the data included in (a) its drawdown requests, (b) its other financial and progress reports, and (c) the grantee's Consolidated Annual Performance and Evaluation Report (CAPER) submitted to HUD.

2.9 Other Miscellaneous Requirements for Subrecipient Financial Management Systems

- **Loan servicing:** A subrecipient must have a system for properly servicing all CDBG-funded loans, where applicable, including:

    - **Loan agreements** with clear repayment terms and default definitions, descriptions of how defaults can be resolved, what actions will be taken if a loan is in default, and what is pledged as security for each loan.

    - **Collection procedures** that provide for recognition of all current amounts due and when past payments were received, notification when payments are overdue, as well as a procedure for taking further action to collect overdue amounts and criteria for writing off bad debts.

- **Cash depositories:** Regular banking procedures may be followed without any separate bank account or special bank eligibility requirements. Subrecipients are advised, however, to obtain information on bank ratings before depositing CDBG funds with a financial institution.[7]

  In addition, subrecipients are encouraged to use minority-owned financial institutions in conjunction with their CDBG activities whenever possible.

[7] Bank rating and research firms which provide information on the comparative financial strength of local banks and other financial institutions are found in most regions of the country. Frequently the local city or county treasurer's office subscribes to a bank rating service and may be able to provide subrecipients with useful information on the ratings of local financial institutions.

- **Real property:** The subrecipient must:

    - Keep track of CDBG-acquired real property to ensure that program income from sales or rental of such property or assets is properly recorded and reported (24 CFR 570.503(b)(3)).

    - Have procedures for ensuring ongoing compliance with the National Objectives requirements associated with real property acquired or improved with CDBG funds in excess of $25,000 (24 CFR 570.503(b)(7)).

Exercise for Chapter 2.0 — Financial Management

Circle the Correct Answer

1. Which of the following are components of an organization's system of *internal controls* for financial management?

   (a) Written procedures and policies.

   (b) Specified job responsibilities.

   (c) Job qualifications.

   (d) Accounting records.

   (e) All of the above.

2. The sole purpose of *accounting records* is to provide reliable and up-to-date information on the cash controlled by an organization or agency.

   TRUE FALSE

3. An expenditure by a subrecipient will be considered an *allowable* CDBG expense if it is necessary to carry out an approved activity and is not explicitly prohibited by Federal, state, or local regulations.

   TRUE FALSE

4. *Source documentation* does not have to be located in the CDBG project files.

   TRUE FALSE

5. An effective system of *budget controls* requires a periodic comparison of actual obligations and expenditures to planned obligations and expenditures, and to projected accomplishments for such outlays.

   TRUE FALSE

6. Interest income from CDBG advances and revolving loan accounts may be retained by the subrecipient as *program income.*

TRUE FALSE

The answers are on next page.

Exercise for Chapter 2.0 — Financial Management (continued)

Answers to questions from preceding pages

1. "(e) All of the above."

2. ***FALSE.*** The purpose of accounting records is to provide information *not only on cash* but also on *all the assets and liabilities* of an organization, including property, receivables, payables, and other obligations.

3. ***FALSE.*** The fact that an expenditure is both necessary and not explicitly prohibited by law and program regulations *is only part of the criteria* that must be met for it *to be considered an allowable CDBG expense.* In addition, the expenditure must:

    - Have been authorized by the grantee (through an approved budget or other mechanism).
    - Be reasonable.
    - Have been treated by the subrecipient in a manner consistent with its normal procedures for computing costs.
    - Be allocable to an approved-CDBG cost objective.
    - Be net of all applicable credits.

4. ***TRUE.*** *Source documentation does not have to be stored in the CDBG project files if it is readily available to be reviewed by the grantee, HUD, or other authorized representatives.* In general, however, subrecipients will find that it is more efficient in the long run to maintain as much project information as possible in files specifically dedicated to their CDBG activities.

5. ***TRUE.***

6. ***FALSE.*** One of the primary purposes of a subrecipient's *cash management* system is to minimize the time between receipt of CDBG funds and their disbursement; therefore, if the subrecipient's system is working efficiently, *there shouldn't be any interest income* generated on cash advances. In fact, 24 CFR 570.500(a)(2) makes explicit that *the definition of program income does not include interest earned on the investment of the initial proceeds of a grant advance, including funds advanced from a grantee to a subrecipient*, and any such funds must be promptly remitted to the U.S. Treasury. Moreover, 570.500(b) makes it clear that cash balances held in a revolving fund must be

held in an interest-bearing account and that any interest earned on funds held in such an account will be considered to be interest income generated on a cash advance and must be remitted to the Treasury at least annually.

CHAPTER 3.0: PROCUREMENT AND CONTRACTING

This chapter outlines the requirements for using Federal funds to purchase materials, products, or services under the CDBG Entitlement program. Whether you are a small agency purchasing occasional office supplies or a large organization contracting for millions of dollars of construction services, the requirements governing the purchasing process are designed to ensure that you:

- Follow a **free and open competitive process** in securing those products or services.
- Properly **document** your purchasing activities and decisions.
- Observe the special **rules for particular kinds of purchases** (small purchases, competitive sealed bids, competitive proposals, and sole source procurements).
- **Properly bond and insure** work involving large construction contracts and/or subcontracts.
- Use **local businesses** and contract **with small, minority and/or women-owned businesses** to the maximum extent feasible.

When it comes to spending the taxpayer's money, no matter how little the amount, it is important to ensure that the prices you pay are competitive, and that you (and the taxpayer) are getting good value. The rules don't require that you get a bargain every time you buy, but only that you pay a fair price. They don't require that you always get the latest in technology at the lowest possible cost, but only that you shop around and get what you paid for. This means that you should seek to buy with CDBG funds only what is necessary under the terms of your Subrecipient Agreement, and no more. You should also be able to ensure the integrity of your purchasing decisions; to document the history, results, and decisions behind your purchases; to follow the rules for certain kinds of transactions; and to offer opportunities to local and disadvantaged firms to respond to your purchasing needs. By following these requirements you are helping to guarantee the fairness and the vitality of our free market system, and to ensure that taxpayer resources are not being wasted.

By observing the basic rules, you'll also find your purchasing decisions can be more efficient. For example, if you set up a standardized purchasing system for securing price quotations and preparing purchase orders, you won't have to reinvent the wheel every time you want to buy materials and supplies. These efficiencies in turn can help make your limited purchasing budgets go much farther. You'll also have the satisfaction of knowing you paid a fair price for every purchase.

In addition, when you use CDBG funds to purchase materials or services, it is not sufficient simply to *state* that you got the lowest possible price and followed the rules. You have to be able to *prove it.* Therefore, to avoid disallowed costs and/or recapture of payments, it is necessary that you document the background, need, and the details of every purchasing decision, whether it involves renting an office or buying two-by-fours. At first, this may appear burdensome, but full documentation can only help you avoid serious problems and a lot of extra work in the long run.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Planning how would you set up a purchasing system if you were spending your own money and wanted to spend it efficiently.

2. Updating the list of vendors and contractors from whom you plan to purchase materials, supplies, equipment, and services over the next 12 months (if you don't have such a list, think about developing one for all vendors and contractors you might buy from).

3. Developing (or expanding) your own written procurement manual describing your procedures and a code of conduct for all employees involved in purchasing.

4. Identifying ways to ensure that all purchasing documents such as cost and price solicitations, purchase orders, contracts, delivery receipts, invoices, payables records, and check vouchers are integrated into one system.

3.1 General Procurement Provisions

The standards and procedures for procurement are intended to ensure that supplies, equipment, construction and other services acquired in whole or in part with Federal funds are:

a) Obtained as efficiently and economically as possible.

b) Procured in a manner that provides, to the maximum extent practical, open and free competition.

Solicitations must clearly explain all requirements that the bidder/offeror must fulfill in order for his or her bid/offer to be evaluated by the subrecipient. Solicitations for goods and services must be based on a clear and accurate description of the material, product, or service to be procured, and cannot contain features which unduly restrict competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable qualifying requirements on firms.
- Requiring unnecessary experience and excessive bonding.
- Specifying only "brand name" products instead of allowing "an equal" product.
- Noncompetitive pricing practices between firms or affiliated companies.
- Noncompetitive awards to consultants on retainer contracts.

Awards are to be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the subrecipient, price and other factors considered. Any and all bids may be rejected when it is in the subrecipient's interest to do so. The subrecipient must ensure that the award is only made to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Federal guidelines for contracting are designed to further ensure that contracts are structured and managed in a way that is consistent with good administrative practices and sound business judgment.

The Federal requirements for these administrative areas are found in **24 CFR 85.36 for governmental subrecipients and in 24 CFR 84.40-48 for subrecipients that are non-profit organizations.** Because the procurement standards in 24 CFR Part 85 are generally more

specific than those found in Part 84, the former will be used as the principal basis for this chapter's presentation of applicable requirements. **Whenever there is a clear distinction between the requirements of 24 CFR Parts 85 and 84, the text will distinguish between the two sets of requirements.** However, in general, the standards set forth in 24 CFR Part 85 for procurement may be viewed as a "safe harbor" for satisfying the Federal requirements.

The general requirements for procurement include the following:

- According to 24 CFR 85.36(b)(9), a subrecipient must maintain ***records to detail the significant history of a procurement.*** These records include, but are not limited to, files on the rationale for selecting the methods of procurement used, selection of contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract *(for non-profit subrecipients,* 24 CFR 84.46 specifies that procurement records and files *for purchases in excess of the small purchase threshold fixed at 41 U.S.C. 403(ii), currently $100,000,* must include the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and the basis for the award cost or price).

- ***Pre-qualified lists of vendors/contractors,*** if used, must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time during the solicitation period (24 CFR 85.36(c)(4)).

- As part of its efforts to eliminate unfair competitive advantage, a subrecipient should ***exclude contractors that develop or draft specifications,*** requirements, statements of work, invitations for bids, and/or requests for proposals from competing for such procurement (24 CFR 84.43).

- A subrecipient must ensure that ***awards are not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation*** in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 85.35).

- There must be ***written selection procedures for procurement transactions,*** and the procedures must be adequate to ensure that:

    - **The purchase of unnecessary or duplicate items is avoided.** Where appropriate, an analysis should be made of lease versus purchase alternatives (24 CFR 85.36(b)(4) and 84.44(a)(1)-(2));

- Whenever possible, use of **Federal excess and surplus property** or **intergovernmental agreements for procurement or use of common goods and services** should be considered as a way to foster greater economy and efficiency (24 CFR 85.36(b)(5) and (6));

- **All purchase orders (and contracts) are signed by the authorized official(s)** of the subrecipient;

- **Items delivered and paid for are consistent with the purchase order** and/or contract for the goods or services;

- **Timely payment to vendors** occurs once the order is delivered, inspected, accepted, and payment authorized;

- **A cost or price analysis** is performed for every procurement action, including contract modifications, and documentation to that effect is maintained in the subrecipient files. The *method and degree of analysis is dependent on the facts surrounding the particular procurement situation,* but as a starting point, subrecipients must make independent estimates before receiving bids or proposals (24 CFR 85.36(f) and 84.45);

- **Profit or fee is negotiated separately from price** where competition is lacking or whenever a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of past performance, and industry rates for the area (24 CFR 85.36(f)(2)); and,

- The list of **provisions in 24 CFR 85.36(i) or 84.48, as applicable,** must be included in any contracts.

- Subrecipients must ***not use "cost plus a percentage of cost" pricing*** for contracts (24 CFR 85.36(f)(4) and 84.44(c)); in addition, subrecipients should use *"time and material" type contracts* only after a determination is made that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk (24 CFR 85.36(b)(10)).

- Subrecipients must have ***protest procedures in place*** to handle and resolve disputes relating to their procurement and in all instances report such disputes to the grantee (24 CFR 85.36(b)(12)).

- There must be a ***documented system of contract administration*** for determining the adequacy of contractor performance (24 CFR 85.36(b)(2)).

- A subrecipient must have a ***written code of conduct governing employees, officers, or agents engaged in the award or administration of contracts*** (24 CFR 85.36(b)(3) and 84.42).

3.2 Permitted Approaches to Procurement

Depending on the scarcity of the item or service desired, and the size of the purchase, different methods of procurement are available for use by subrecipients under the Federal regulations.[1]

- Small purchases may be used for procurement of $100,000 or less in the aggregate: (24 CFR 85.36(d)(1) and 84.44(e)(2))

    - Small purchases are made through the use of purchase orders. Competition is sought through oral or written price quotations. A subrecipient must document the receipt of an adequate number of price or rate quotations from qualified sources.

    - A procurement of more than $100,000 may not be inappropriately broken up into smaller components solely to qualify for the less complicated procedures followed under the "small purchases" approach.

- **Competitive sealed bids** (formal advertisement, 24 CFR 85.36(d)(2)):

    - The procurement must lend itself to a firm, fixed price contract (lump sum or unit price) where the selection can be principally made on the basis of price.

    - A subrecipient must advertise the Invitation for Bid (IFB) in publications of general circulation.

    - The IFB must include complete and accurate specifications and pertinent attachments and clearly define items or services needed, in sufficient detail for the bidders to properly respond.

[1] Subrecipients need to be aware, however, that local or state laws or policies may require additional procedures or set lower dollar-value thresholds for some forms of procurement. Therefore, it is important to check with your grantee to learn whether any such additional procurement provisions apply.

- Bids must be opened publicly at the time and place stated in the IFB.

- A subrecipient must receive at least two or more responsible bids for each procurement transaction.

- If awarded, the contract must be given to the lowest responsive and responsible bidder (the subrecipient, however, can decide *not* to make the award to *any* of the bidders).

The competitive sealed bid method is the preferred approach for procuring construction services.

- **Competitive proposals** (24 CFR 85.36(d)(3)):

  - A subrecipient should use this method only when conditions are not appropriate for the use of formal advertising.

  - The Request for Proposal (RFP) must clearly and accurately state the technical requirements for the goods and services required.

  - A subrecipient must publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have an opportunity to compete.

  - Proposals must be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement.

  - The subrecipient must conduct a technical evaluation of the submitted proposals to identify the responsible offerors.

  - As necessary, the subrecipient conducts negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the subrecipient's evaluation of the bidders' pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a "best and final" offer.

  - The subrecipient must award the contract to the most responsive and responsible offeror after price and other factors are considered through scoring the proposals (or "best and final" offers) according to predetermined evaluation criteria. The successful proposal/offeror must clearly be the "most advantageous" source of the goods and services for the subrecipient.

For procurement involving **architecture or engineering (A/E) services,** subrecipients may use competitive proposal procedures whereby competitors' qualifications are evaluated and **the most qualified competitor is selected,** subject to negotiation of fair and reasonable compensation. In these instances, price is ***not*** used as a selection factor. Once the most-qualified firm is identified, only that firm is asked for a price proposal that is subject to negotiation of a fair and reasonable price. If negotiations with the selected firm are unsuccessful, this process is repeated with the next highest-ranked firm, until a fair and reasonably priced contract can be awarded. The subrecipient must be careful to document the bases for its determination of the most qualified competitor and the reasonableness of the contract price. This qualifications-based approach to the competitive proposals method may ***not*** be used to purchase other than A/E services. (See 24 CFR 85.36(d)(3)(v).)[2]

In addition, the Federal procurement regulations generally *discourage the use of local geographical preferences in the evaluation of bids or proposals (except where mandated by Federal statutes),* due to the restrictions on open competition which result. However, in procuring A/E services, geographic location is permitted as a selection criteria provided this criterion leaves an appropriate number of qualified firms (24 CFR 85.36(c)(2)).

- **Noncompetitive proposals/sole source procurement** (24 CFR Part 85.36(d)(4)):

  Noncompetitive negotiations may be utilized only under very limited circumstances. The subrecipient must show that another method of procurement was infeasible because:

  - The item or service was only available from a single source.
  - A public emergency or condition requiring urgency existed which did not permit the use of competitive procurement.
  - Competition was determined to be inadequate after receiving proposals from numerous sources.

[2] It is important to note that many states have laws which *require* the use of qualifications-based selection (QBS) procedures when purchasing professional A/E services. In those states, the discretion afforded by 24 CFR 85.36(d)(3)(v) is removed. Absent a state QBS law, a recipient could opt to use QBS or competitive proposals. In the latter instance, prices are solicited from all contractors and considered in the selection process.

Among the procurement approaches described in the preceding section, the *competitive sealed bid* resulting in a firm, fixed price contract is the preferred procurement approach when there are a number of available and qualified providers, when the requirements and specifications are thoroughly detailed and are unlikely to change, and where the subrecipient has the opportunity to make the provider assume a large share of the risk for non-performance.

In other instances, for example, complicated rehabilitation projects, or unique human service activities, other forms of competitive and noncompetitive procurement may be necessary or desirable. In cases where price is not the single most important objective, it is still important to try to assure the highest possible quality of procurement at the lowest reasonable price through "open and free competition."

3.3 Bonding

The requirements for bonding in procurement are as follows:

- **For construction or facility improvement (sub)contracts exceeding $100,000,** the following *minimum Federal requirements (24 CFR 85.36(h) or 84.48(c))* for bid guarantees, performance bonds, and payment bonds must be met. These include:

    - A **bid guarantee** from each bidder equivalent to **5 percent of the bid price.** The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.

    - A **performance bond** from the (sub)contractor for **100 percent of the contract price** to secure the (sub)contractor's fulfillment of all obligations under the contract.

    - A **payment bond from the (sub)contractor for 100 percent of the contract price** to assure payment of all persons supplying labor and material under the contract.

- **For non-profit subrecipients,** 24 CFR 84.48(c) states that for contracts or subcontracts awarded for construction or facility improvement **equal to or less than $100,000,** a subrecipient must follow its own policies for bid guarantees, performance bonds, and payment bonds.

    For both **non-profit subrecipients** and **governmental subrecipients,** however, the Subrecipient Agreement may mandate compliance with *the grantee's bid guarantee, bonding, and insurance requirements* in instances of

contracts or subcontracts for construction or facility improvements with a value equal to or less than $100,000.

3.4 Use of Local Businesses; Contracting with Small, Minority, and/or Women-Owned Businesses

Federal regulations, both CDBG and non-CDBG, make it very clear that subrecipients should make every effort to use local business firms and contract with small, minority-owned and/or women-owned businesses in the procurement process. Specifically,

- A subrecipient must take **affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms** in its CDBG-financed activities (24 CFR 85.36(e) or 84.44(b)). The efforts which a subrecipient should make include:
    - Incorporating such businesses in **solicitation lists** whenever they are potential sources.
    - Ensuring that **such businesses are solicited** when identified as potential sources.
    - **Dividing procurement requirements,** when economically feasible, to permit maximum participation of such businesses.
    - Requiring prime contractors, when **subcontracts** are let, to take affirmative steps to select such firms.
- In conformance with the requirements of ***Section 3 of the Housing and Community Development Act of 1968,*** to the greatest extent feasible, subrecipients must award contracts for work to be performed to eligible ***business concerns located in or owned by residents of the target area*** to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing (see 24 CFR 570.607(b)).

Subrecipients should note, however, that the desire to award contracts to local firms is *not* a legitimate excuse for avoiding an open and competitive procurement process.

Exercise for Chapter 3.0 — Procurement and Contracting Circle the

Correct Answer

1. The reason for Federal competitive procurement requirements is:

   (a) To ensure that supplies, equipment, and services are acquired efficiently.

   (b) To help guarantee a "fair" price for items or services bought with Federal funds.

   (c) To give the public confidence in the procurement practices of Federal assistance programs.

   (d) To allow more firms, particularly local firms, small businesses, and minority- or women-owned businesses, to have an opportunity to compete for work under Federal programs.

   (e) All of the above.

2. A cost or price analysis and documentation of the procurement process is only required for *major purchases*.

   TRUE FALSE

3. A governmental subrecipient is justified in breaking up a procurement into components of $100,000 or less to utilize the "small purchase" procedures if the procurement process for each purchase is still competitive.

   TRUE FALSE

4. The "Section 3" requirements for awarding work to local business concerns takes precedence over the competitive procurement requirements.

   TRUE FALSE

The answers are on next page.

Exercise for Chapter 3.0 — Procurement and Contracting (continued) Answers

to questions from preceding page

1. "(e) All of the above."

2. ***FALSE.*** A subrecipient must do a cost or price analysis and maintain documentation of the procurement process for *every* procurement. However, the level of complexity of the analysis and detail of the documentation should vary by the size of the procurement and the extent of competitiveness in the process. Therefore, the purchase of desktop stationary supplies will require that the subrecipient maintain a very modest level of documentation of how comparative prices were analyzed (through catalogs and/or price quotes). A sole source procurement, on the other hand, will require much more extensive documentation to justify the noncompetitive process and to demonstrate that the price incurred was fair.

3. ***FALSE.*** The standard for "small purchases" is that the procurement is for services, supplies, or property does not exceed $100,000 *in the aggregate.* Therefore, for example, it is not allowable to break up arbitrarily a $150,000 procurement of weatherization materials into three $50,000 purchases just to be able to use the less complicated "small purchase" procedures. The purchase of such materials should be handled through a *sealed bid* method of procurement, with the larger purchase volume entailed in this approach likely to result in lower per unit prices.

4. ***FALSE.*** *Both* sets of requirements must be satisfied. Therefore, the competitive procurement procedures adopted by the subrecipient also must be designed to facilitate and encourage local businesses to compete for the proposed work.

CHAPTER 4.0: PROPERTY MANAGEMENT AND DISPOSITION

If you use CDBG funds to acquire real or personal property, Federal regulations make you, the subrecipient, responsible for ensuring that the property continues to be used for its intended (and approved) purpose, that you keep track of it, that you take care of it, and that if you sell it, you reimburse the grantee for the CDBG share of the property's value.

This fairly straightforward proposition about the ownership, use, management, and disposition of property is complicated by two facts. First, the rules about property management and disposition differ slightly depending on whether you are a public-sector or private-sector subrecipient. (The rules are generally more explicit for governmental subrecipients). Second, the rules depend on the nature of the property. Real property (e.g., land, buildings) is treated differently than personal property (e.g., equipment, supplies, intangible property like copyrights).

This chapter outlines the rules for subrecipients regarding the ownership, management, and disposition of real and personal property. Despite the different treatments, there are several key themes applicable to most property that should be emphasized at the outset:

- Property can only be acquired with CDBG funds for a *specific purpose* that must be approved by the grantee and should be made a part of the Subrecipient Agreement.

- The use of that property for the *approved purpose must continue;* in the case of personal **property,** generally for if the subrecipient owns it and the property is needed for the CDBG activity, and in the case of real **property** (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the Subrecipient Agreement.

- If you own the property, you should *keep accurate records* for it (e.g., purchase date, price, location, physical description, maintenance history and condition, original and current use, and other inventory types of data).

- You have to *control the use* of the property (in accordance with its intended purpose) and *take good care* of it (that is, take adequate steps to prevent its damage, theft, or loss).

- If you no longer need the property, you can dispose of it but only according to specific rules (such as paying back the grantee, accounting for program income, etc.).

The following chart summarizes the applicability of specific sections of the regulations to particular categories of property for governmental and private subrecipients and shows the relevant regulations affecting its ownership, use, and disposition.

Exhibit 4-1: Rules for Property Management and Disposition

Property Management and Disposition Regulations **24 CFR 570.503—all subrecipients (subs)** **24 CFR 85.32–85.34, govt. subs** **24 CFR 84.32–84.34, non-profit subs**	**Real Property (Acquired with CDBG funds)**	**Personal Property Acquired with CDBG funds**		
		Tangible		**Intangible**
		Nonexpendable	**Expendable**	
Typical Example	*Land/Buildings*	*Cars/Equipment*	*Office Supplies*	*Copyrights*
Ownership	See property acquisition, 24 CFR 570.201(a), 201(c), 202, 203(a)	Vested in subs 24 CFR 85.32 24 CFR 84.34	Vested in subs 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to govt. 24 CFR 85.34 24 CFR 84.36
Use & Management	24 CFR 570.505 governs grantees; subrecipients follow 503(b)(7) *	24 CFR 85.32 24 CFR 84.34	24 CFR 85.33 24 CFR 84.35	
Disposition	24 CFR 570.503(b)(7)	Generally, fair-market value or proceeds returned to grantee; with grantee approval, proceeds retained as program income 24 CFR 85.32 and 24 CFR 570.502(a)(8) 24 CFR 84.34 as modified by 570.502(b)(3)(vi)	Residual inventories 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to use remains with govt.

* 570.501(b) requires that units of general local government participating with, or as part of, an urban county, or as part of a metropolitan city, follow the same requirements as are applicable to subrecipients, except that the 5-year period identified under 570.503(b)(7)(i) begins with the date that the unit of general local government is no longer considered by HUD to be a part of the urban county or metropolitan city, instead of the date that the subrecipient agreement expires.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether your agency would care for the property differently if it were purchased with agency funds rather than CDBG funds.

2. Whether your agency's records are up to date in documenting the ownership, use, management, and/or disposition of its property.

3. Whether the procedures for maintaining and protecting the agency's property are adequate or need strengthening.

4. If you are planning to dispose of any property, whether your agency has taken appropriate steps to ensure that the applicable disposition rules are followed for the particular type of property involved.

4.1 Overview

The relevant Federal regulations governing the management and disposition of property are 24 CFR 570.503 for all subrecipients, 24 CFR 84.34(g) as amended by 570.502(b)(3)(vi) for private sector subrecipients, and 85.32, as modified by 570.502(a)(8), and 85.33-34 for governmental subrecipients.

For the purposes of these Federal regulations, "property" is classified according to the following distinct categories:

- **Real property: "**real property" means land, including any improvements to and structures located on the land, but excluding any movable machinery or equipment.

- **Personal property: "**personal property" is basically any kind of property other than real property. Personal property can be *tangible* (such as supplies, furniture, and equipment), or *intangible* (such as copyrights, patents, and inventions).

  Further distinctions can be made between:

  - **Non-expendable personal property,** which generally is considered to include *tangible* personal property having a useful life of more than 1 year and an acquisition cost of $300 or more per unit.

  - **Expendable personal property,** which includes all *tangible* personal property other than non-expendable personal property.

The Federal requirements relating to property are organized according to title (ownership), use, and disposition. In general, a subrecipient's property management system must provide for **accurate records, the conduct of regular inventories, adequate maintenance and control, and proper sales procedures.** Subrecipients must follow sales procedures that provide for competition, to the extent practicable, and that result in the highest possible return.

4.2 Real Property

For *grantees*, the use of real property is governed by 24 CFR 570.505. For real property acquired or improved in whole or in part with CDBG funds in excess of $25,000, the grantee cannot change the use or planned use of the property (including the beneficiaries of such use) without first providing affected citizens notice and opportunity to comment, and determining that either:

a) The contemplated new use meets one of the National Objectives and is not a building for the general conduct of government.

b) The contemplated new use is deemed appropriate (after consultation with affected citizens) but will not meet a National Objective. In this latter case, the grantee must reimburse the CDBG program in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.

The Subrecipient Agreement must be **explicit** about the use of any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $ 25,000. For such instances, **24 CFR 570.503(b)(7)** mandates that such real property either:

- Must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives **for at least 5 years after the expiration of the Subrecipient Agreement** (or a longer time as specified by the grantee in the Subrecipient Agreement); or

- If a National Objective is not met during this time period, the grantee must be **reimbursed for the current fair market value,** less any portion of the value attributable to non-CDBG funds.

4.3 Personal Property — Equipment

For **governmental subrecipients** (24 CFR 85.32):

- **Title:** Title to equipment acquired with CDBG funds is vested in the subrecipient, subject to the conditions described in the following section.

- **Use:** Equipment purchased with CDBG funds or other forms of Federal assistance must be used by the subrecipient in the program or project for which it was acquired, and **as long as needed, whether or not the program or project continues to be supported by Federal funds.**

    - When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

    - The subrecipient also must make the acquired equipment **available for use on other projects or programs** currently or previously supported by the Federal

Government **provided that such use will not interfere with the work on the project or program for which the equipment was originally acquired.**

- A subrecipient is **prohibited** from using CDBG-acquired equipment **to provide services for a fee to compete unfairly** with private companies that provide equivalent services unless specifically authorized by Federal statute.

- With the approval of the grantee, equipment acquired with CDBG funds may be used as **a trade-in on replacement property.**

- **Management requirements:** For equipment (including replacement equipment) acquired in whole or in part with CDBG funds, the subrecipient must have procedures and control systems in place to:

  - Keep **adequate equipment records,** which must include information on:

    - Property description.

    - Identification.

    - Funding source (grant number).

    - Title holder.

    - Acquisition date and cost.

    - Federal share of cost.

    - Location, use, and condition.

    - Unit acquisition cost.

    - Disposition data.

  - **Conduct a physical inventory** of the property no less often than every 2 years, with a reconciliation of the inventory results with the equipment records.

    - Ensure adequate **safeguards for preventing loss, damage, or theft** of property.

- Maintain the equipment in **good condition.**

- **Disposition:** When original or replacement equipment acquired with CDBG funds is no longer needed for the original project or program or for other activities currently or previously assisted with Federal funds, the following rules of disposition will apply **to governmental subrecipients:**

    1) Equipment with **a current per-unit fair market value of less than $5,000** may be retained, sold, or otherwise disposed of by the subrecipient *after notice to the grantee,* subject to the conditions in 3) in the following section.

    2) Equipment with **a current per-unit fair market value of $5,000 or more** may *after notice to the grantee* be retained or sold by the subrecipient with the grantee having the right to compensation in an amount equal to multiplying the current fair market value *or* the proceeds from sale by the Federal share (percentage) in the original acquisition price of the equipment.

    3) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (24 CFR 85.32(g)).

In addition, per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered **program income.**

For **non-profit subrecipients** (24 CFR 84.34):

- **Title:** Title to personal property acquired with CDBG funds is vested with the subrecipient, subject to the following conditions:

    1) **In all cases** in which personal property is no longer needed by the subrecipient for CDBG activities, it must be transferred to the grantee for the CDBG program or can be retained by the subrecipient after compensation to the grantee (per 24 CFR 570.502(b)(3)(vi)(B)).

    2) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (84.34(g)(4)).

    3) In all cases in which personal property is sold, the proceeds will be considered **program income** (24 CFR 570.502(b)(3)(vi)(A)).

4.4 Personal Property — Supplies

For **governmental subrecipients** (24 CFR 85.33):

- Upon termination of the subrecipient's agreement with or award from the grantee, **if there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value, and if such supplies are not needed for any other Federally sponsored programs or project,** the subrecipient must compensate the grantee for the share of such supplies which were acquired with CDBG funds.

For **non-profit subrecipients,** the requirements of 24 CFR 84.35 apply; that is,

- The residual inventory of unused supplies exceeding $5,000 not needed by the subrecipient for CDBG activities must be transferred to the grantee for the CDBG program or can be retained after compensating the grantee.

- **In all cases** in which the residual inventory of supplies is sold, the proceeds are considered **program income.**

4.5 Personal Property — Copyrights

For **governmental subrecipients** (24 CFR 85.34) and for **non-profit subrecipients** (84.36):

- The Federal Government **reserves a royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:

    - The copyright to any work developed with CDBG funds.

    - Any rights of copyright which a subrecipient or a contractor purchases with CDBG support.

Exercise for Chapter 4.0 — Property Management and Disposition

Circle the Correct Answer

1. For **real property** controlled by a subrecipient and acquired or improved with CDBG funds in excess of $25,000, what is the *minimum* period of time following the expiration of the Subrecipient Agreement that such property must be used to continue to meet a National Objective?

   (a) 1 year.

   (b) 3 years.

   (c) 5 years.

   (d) 10 years.

   (e) As long a period as the grantee feels is appropriate.

2. When are the proceeds from a subrecipient's sale of equipment purchased with CDBG funds considered to be **program income?**

   (a) Never.

   (b) When the proceeds are returned to the grantee as compensation for the original CDBG funding.

   (c) When the net proceeds exceed the compensation due to the grantee.

   (d) When the depreciated value of the equipment exceeds the CDBG portion of the original acquisition cost.

   (e) Always.

3. A non-profit subrecipient has in its inventory a computer acquired with CDBG funds that is worth less than $500. The subrecipient may retain it without paying the grantee for its current value if the grantee does not need it for any other Federally sponsored program or project.

4. The Federal Government's copyright license for any written work developed by a subrecipient with CDBG funds does not preclude the subrecipient from reproducing or otherwise publishing such work.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 4.0 — Property Management and Disposition (continued) Answers to questions from preceding pages

1. The correct answer is "(c) 5 years." Although a grantee may stipulate a longer time period (in a closeout agreement, for example), 5 years is *the minimum* period during which such property must continue to be used to address a CDBG National Objective. If, on the other hand, during that time period a national objective is no longer being met or the subrecipient chooses to dispose of the real property, the subrecipient must reimburse the grantee for the fair market value of the property, less any portion attributable to non- CDBG funds.

2. The correct answer is "(e) always," with the qualification that if a portion of the equipment purchase was financed with non-CDBG funds, only the CDBG portion of the proceeds would be program income for the purposes of the CDBG program.

3. ***FALSE.*** The pertinent regulations for non-profit subrecipients (24 CFR 570.502(a)(8) and (b)(3)(vi)) require that, regardless of dollar value, equipment acquired with CDBG funds and no longer needed by the subrecipient for CDBG activities must be transferred to the grantee or retained by the subrecipient only after compensating the grantee.

4. ***TRUE.*** Although the Federal Government reserves a copyright license on such work, it is a *nonexclusive* license.

CHAPTER 5.0: RECORD-KEEPING AND REPORTING REQUIREMENTS

Accurate record keeping and reporting are crucial to the successful management of your CDBG-funded activities. The *failure to maintain* adequate documentation of CDBG-funded activities continues to be one of the most serious administrative issues undermining program performance and regulatory compliance of subrecipients in the CDBG Entitlement program.

Without adequate record keeping, you and your grantee cannot track performance against your contract goals and your grantee cannot provide adequate management support in its oversight of your activities. Insufficient documentation and reporting on your part leads to serious monitoring findings, and those findings are likely to be much more difficult to resolve in cases where records are missing, inaccurate, or otherwise deficient.

It is very important, therefore, that you adhere to the record-keeping and reporting requirements of the Entitlement program and other pertinent regulations. Adequate documentation means knowing:

- What information needs to be collected and why.
- When that information should be collected (and how often).
- How the information should be acquired, organized, and stored.
- How the information should be reported.
- The required retention period for records.

This chapter addresses the minimum standards for documentation with respect to general record-keeping requirements, file organization and maintenance, retention of records, access to records, and reporting requirements. The end of the chapter contains a comprehensive chart identifying key records for each of three record types: administrative records, financial records and project records.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether your agency has a *clearly defined process* for acquiring, organizing, storing, retrieving, and reporting information, especially about your CDBG-funded activities.

2. How you can *strengthen your documentation and reporting systems* to meet the requirements outlined in this chapter.

3. *Who in your agency is responsible* for the majority of record-keeping and reporting tasks, and whether they are properly trained and supported.

4. How you can *streamline your record-keeping and reporting procedures* by standardizing the process and removing duplication of records from your system.

5.1 General Record-Keeping Requirements

Every subrecipient is required to establish and maintain at least three major categories of records:

- **Administrative records:** These are files and records that apply to the overall administration of the subrecipient's CDBG activities. They include the following:
    - Personnel files.
    - Property management files.
    - General program files: files relating to the subrecipient's application to the grantee, the Subrecipient Agreement, program policies and guidelines, correspondence with grantee and reports, etc.
    - Legal files: articles of incorporation, bylaws of the organization, tax status, board minutes, contracts and other agreements.
- **Financial records:** These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.
- **Project/case files:** These files document the activities undertaken with respect to specific individual beneficiaries, property owners, and/or properties.

Since previous chapters of this handbook have provided information about the elements necessary for financial and general administrative records, this chapter focuses primarily on CDBG requirements as they relate to project files or case files. Exhibit 5-1 at the end of the chapter provides a checklist of the most important files that should be maintained by both subrecipients and grantees for monitoring purposes.

The **general CDBG standard for record keeping** is that records must be *accurate, complete and orderly*. A grantee must establish the specific requirements for record keeping in its Subrecipient Agreement (24 CFR 570.503(b)(2)). Grantees frequently specify record keeping requirements for their subrecipients that are very similar to those found in 24 CFR 570.506, so that for the activities undertaken by subrecipients, the grantee will be able to demonstrate compliance with all applicable program requirements. Therefore, a subrecipient should anticipate having to maintain records sufficient to:

Provide **a full description of each activity** assisted with CDBG funds, including the location where the activities occur, the amount of CDBG funds budgeted, obligated, and expended for the activity and the regulatory provision under which the activity is eligible.

- Demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR 570.208 and particularly the record-keeping requirements at 570.506(b)(1) - (12)).

- Show that the subrecipient has made all necessary **determinations required for the eligibility of certain activities** under the CDBG program, including but not limited to 24 CFR 570.201(f) **for interim assistance**, 570.201(i)(2) for **relocation**, 570.201(p) **for technical assistance**, 570.202(b)(3) for **loans to refinance existing indebtedness secured by a property being rehabilitated**, 570.204 for **activities carried out by CBDOs,** and 570.206(f) for the **preparation of applications for other Federal programs, and** 570.209 for **special economic development activities.**

- Document compliance with the program rules regarding **any change of use of real property** acquired or improved with CDBG assistance (24 CFR 570.505 and 570.503(b)(7)(i) and (ii)).

- Demonstrate compliance with the program requirements regarding **acquisition, displacement, relocation, and replacement housing** (24 CFR 570.606).

- Detail the subrecipient's **fair housing** activities and **equal opportunity** compliance.

- Maintain all necessary information relative to the other program requirements specified in Subpart K of 24 CFR Part 570 (which includes **labor standards; national flood insurance; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors or subrecipients;** and **conflict of interest).**

It should be noted that subrecipients are not responsible for providing documentation for the initial environmental review of an activity, because they cannot assume the grantee's environmental responsibilities (24 CFR 570.503(b)(5)). However, actions that a subrecipient provides to the grantee in order for it to carry out these responsibilities and other actions the subrecipient takes to abate or address environmental findings must be documented.

5.2 File Organization and Maintenance

A subrecipient should structure its project/case files and other records to comply with the general requirements specified in the preceding section and to facilitate preparation of progress and other reports, including all submissions necessary for the grantee's input into the Integrated Disbursement and Information System (IDIS) and its Consolidated Annual Performance and Evaluation Report (CAPER).

In setting up (or reviewing the adequacy of) its record-keeping system, a subrecipient should use this handbook to develop a list of all the items for which it must maintain documentation on a case/project basis and/or an activity basis. For example, if a subrecipient is carrying out a housing rehabilitation program using private contractors, **each project case file** should contain appropriate records, including:

- The owner's application for assistance, including the address of the property.
- Household size and income documentation for the owner and other households in the structure (if a multi-unit building) and other information to determine program eligibility and the appropriate level of financial assistance (underwriting).
- Other demographic information on the anticipated and actual beneficiaries of the activity for this project/case.
- The work write-up on the property.
- Evidence of any required owner contribution or private loan match.
- The financial assistance agreement between the subrecipient and owner (specifying levels of assistance, intended uses for funds, matching requirements, general program requirements, repayment and recapture procedures, requirements for occupancy by low- and moderate-income households if rental property, etc.).
- Evidence of liens to secure loan.
- Documentation of contractor solicitation and selection.
- Documentation of rent affordability, where applicable.
- A copy of executed construction contract, with all necessary provisions.

- Documentation of compliance, as applicable, with historic preservation, flood insurance, lead-based paint, Davis-Bacon, relocation/anti-displacement, and other relevant program rules.

- Evidence of the subrecipient's periodic on-site inspection and sign-off on rehabilitation work, including final inspection.

- Copies of all change orders, with proper authorization.

- Records of disbursements made for completed and approved work. (In regard to this last item, a subrecipient must ensure that the data in its project files agree with its financial records.)

For each type of activity undertaken, a subrecipient in consultation with the grantee should determine the comparable data that must be maintained in the individual case files and establish a system for ensuring that every file contains the necessary information. Although the list will vary from activity to activity, each project or case file should include documentation of the **National Objective** being met, the **characteristics and location of beneficiaries,** the **eligibility of the activity,** the **compliance with special program requirements,** the **allowability of the costs,** and the **status of the case/project.**

A subrecipient must also devote attention to implementing an efficient method for compiling **cumulative data** on its activities **for inclusion in periodic reports** required by the grantee. The subrecipient should develop **logs for recording and totaling programmatic data** (by type of activity, for units of service, numbers of beneficiaries, etc.) as cases are initiated and as they progress to avoid searching through all of its individual case files to obtain aggregate statistics every time a progress report is due. The establishment of such logs at the commencement of a CDBG activity, based on the reporting requirements specified by the grantee (see S**ection 5.5** in the following section), can save a subrecipient considerable time and effort over the course of the activity.

With an automated reporting system, it is critical to structure the computer database to permit the collection and manipulation of all data elements (i.e., characteristics of projects and beneficiaries) necessary for the production of currently required reports and reports that may be desired in the future. This requires a careful appraisal of current and anticipated future operations and an assessment of the "interface" between the computer system and the individuals who will input the data and those who will use the generated reports.

5.3 Retention of Records

To avoid monitoring findings and facilitate audit reviews, subrecipients are required to retain their records for extended periods of time, even though an activity may be completed for some time:

- **For all subrecipients:** 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix) (A) and (B), as appropriate:

  In general, **records are to be retained for 4 years** from the date of submission of the grantee's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer.

5.4 Access to Records

- Representatives of the grantee, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a subrecipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e))

- Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

5.5 Reporting Requirements

A subrecipient's reporting requirements must be specified by the grantee in the Subrecipient Agreement (24 CFR 570.503(b)(2)). These reporting requirements must be consistent with the provisions of 24 CFR 85.40(a) and (e) and 85.41 (c) and (d) for governmental subrecipients or 24 CFR 84.51(a) for non-profit subrecipients.

Although it has broad discretion over the type and frequency of reports, **a typical grantee is likely to request three kinds of reports** from its subrecipients: information on drawdown requests, regular progress reports, and CAPER data.

- As part of a subrecipient's periodic **drawdown requests,** all grantees should require the subrecipient to provide information on the financial status of the latter's operations, which should include (for each activity) the amount of:

    - Funds budgeted.
    - Funds received in drawdowns to date.
    - Funds obligated in most recent period and to date.
    - Funds expended in most recent period and to date.
    - Cash on hand (including program income identified as such).
    - Previous drawdowns requested but not yet received.

- Most grantees will also require regular **progress reports** from subrecipients. These reports generally will be required monthly or quarterly and will usually be designed to **track actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments** as specified in the project schedule and budget portions of the Subrecipient Agreement.

- In addition, grantees will need information from their subrecipients **in connection with the grantee's input to IDIS and for preparation of its CAPER,** which it must submit to HUD. Although for some grantees the information contained in the subrecipient progress reports may be sufficient to satisfy their CAPER needs, others may need to supplement these regular reports with requests to their subrecipients for special reports. In IDIS and in its CAPER, the grantee must provide the following information on each CDBG activity funded:

    - The activity's name, matrix code, description, and location.
    - The National Objective being met.
    - The amount expended during the program year.
    - The total cost of each multi-unit housing and 570.203(b) economic development activity.

- The amount of unliquidated obligations for each public service and planning and administration activity if CDBG funds are not disbursed during the 90 days after the end of the grantee's program year.

- Activity status and specific units of accomplishments, including compliance with the applicable National Objective, during each program year.

- For rehabilitation activities, the CAPER also requires information (organized separately for single-units and each multi-unit property) on:

  - Activity delivery costs expended in carrying out rehabilitation may be included as part of the cost of the rehab activity or may be reported as a separate activity.

  - Number of units proposed and completed.

  - Number of units in each multi-unit structure initially occupied by low- and moderate-income households following rehab.

  - For multi-unit properties, the amount proposed and expended from CDBG, other public, and private sources.

- The CAPER also requires data on:

  - The characteristics of beneficiaries of direct benefit activities (expressed in total households/persons assisted, number of extremely low-income, low- income, and moderate-income households/persons, and ethnic characteristics of beneficiaries).

  - The source and amount of program income received during the program year.

  - Number and total dollar amount of loans outstanding.

  - CDBG-acquired parcels of property to be sold.

  - Households displaced in connection with CDBG activities.

As mentioned in S**ection 5.2 in the preceding section**, a subrecipient should **carefully identify its complete CDBG reporting responsibilities as part of the process of designing its record-keeping system** for CDBG-funded activities.

A final area of reporting not discussed in this chapter concerns **annual audits.** This subject is addressed in detail in **Chapter 7.0.**

Exhibit 5–1: Record-Keeping Checklist for Tracking Activities

- This form should be initiated when grantee awards a subgrant to a subrecipient.
- The date at the top should indicate the last time the checklist was updated.
- This form should be updated after internal project review, after monitoring visits by the grantee, or when key documents are modified or received from/sent to the grantee.

Date Checklist Last Updated: _____

Documents to be Maintained	Document Source		Status		
	Source	Date	Complete?		Location
Project Application			Y	N	
☐ Original Application	☐Subrecipient	__	☐	☐	_
☐ Amendments to Application	☐Subrecipient/Grantee	__	☐	☐	_
☐ Approval of Amendments	☐Grantee	__	☐	☐	_
☐ Notice of Award	☐Grantee	__	☐	☐	_
☐ Correspondence	☐Subrecipient/Grantee	__	☐	☐	_
Pre-Award Documentation			Y	N	
☐ Articles of Incorporation/Bylaws	☐Subrecipient	__	☐	☐	_
☐ Non-profit Determination	☐Subrecipient	__	☐	☐	_
☐ List of Board of Directors	☐Subrecipient	__	☐	☐	_
☐ Authorization to Request Funds	☐Subrecipient	__	☐	☐	_
☐ Authorized Official	☐Subrecipient	__	☐	☐	_
☐ Organizational Chart	☐Subrecipient	__	☐	☐	_
☐ Résumés of Chief Admin. and Chief Fiscal Officers	☐Subrecipient	__	☐	☐	_
☐ Financial Statement and Audit	☐Subrecipient	__	☐	☐	_
☐ Conflict of Interest Statement	☐Subrecipient	__	☐	☐	_
☐ Plan for Compliance with National Objectives	☐Subrecipient	__	☐	☐	_
☐ Lobbying Statement	☐Subrecipient	__	☐	☐	_
Subrecipient Agreement			Y	N	
☐ Subgrant/Subaward Amount	☐Grantee	__	☐	☐	_
☐ Date of Subgrant/Subaward	☐Grantee	__	☐	☐	_
☐ Statement of Work	☐Subrecipient	__	☐	☐	_
☐ Budget by Task/Activity	☐Subrecipient	__	☐	☐	_
☐ Schedule by Task/Activity	☐Subrecipient	__	☐	☐	_
☐ Standard Provisions Included?	☐Grantee	__	☐	☐	_
☐ Amendments (Dates)	☐Grantee	__	☐	☐	_

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Financial Records				Y	N	
☐	Current Approved Budget	☐Subrecipient/Grantee	__	☐	☐	_
☐	Authorization Letter/Signatures	☐Subrecipient	__	☐	☐	_
☐	Financial Management Systems (accounting books, software, reporting systems)	☐Subrecipient	__	☐	☐	_
☐	Chart of Accounts	☐Subrecipient	__	☐	☐	_
☐	List of Source Documents to be Maintained	☐Subrecipient	__	☐	☐	_
☐	Financial Status Report (total budget, amount expended, unliquidated obligations, unobligated balance)	☐Subrecipient	__	☐	☐	_
☐	Drawdown Request Forms	☐Subrecipient	__	☐	☐	_
☐	Drawdown Request Reports	☐Subrecipient	__	☐	☐	_
☐	Executed Contracts/Bid Docs	☐Subrecipient	__	☐	☐	_
☐	Board Minutes for Approval of Contracts or Bids	☐Subrecipient	__	☐	☐	_
☐	Copy of Most Recent Audit Report	☐Subrecipient	__	☐	☐	_
☐	Certification of Insurance Coverage/Bonding	☐Subrecipient	__	☐	☐	_
☐	CDBG Payroll Records	☐Subrecipient	__	☐	☐	_
☐	Certified Construction Payroll Records (Davis-Bacon applicable)	☐Subrecipient	__	☐	☐	_
☐	Approved Cost Allocation Plan	☐Subrecipient/Grantee	__	☐	☐	_
☐	Relevant Financial Correspondence	☐Subrecipient/Grantee	__	☐	☐	_
Project Monitoring and Control				Y	N	
☐	Completed Monitoring Reports	☐Grantee	__	☐	☐	_
☐	National Objectives Documentation	☐Subrecipient	__	☐	☐	_
☐	Eligible Activities Documentation	☐Subrecipient	__	☐	☐	_
☐	Activity Status Report (scope, cost, schedule/actual vs. agreement)	☐Subrecipient	__	☐	☐	_
☐	Drawdown Requests/Reports	☐Subrecipient	__	☐	☐	_
☐	Subrecipient Staffing	☐Subrecipient	__	☐	☐	_
☐	Meeting Minutes	☐Subrecipient	__	☐	☐	_
☐	Telephone Log/Notes	☐Subrecipient	__	☐	☐	_
☐	Correspondence	☐Subrecipient	__	☐	☐	_

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Regulatory Compliance File				**Y**	**N**	
☐	HUD Monitoring Results	☐HUD/Grantee	__	☐	☐	__
☐	Real Property Inventory, Management and Change of Use	☐Subrecipient	__	☐	☐	__
☐	Anti-discrimination, Fair Housing, EEO, ADA/504 Certifications	☐Subrecipient	__	☐	☐	__
☐	Procurement, Bonding, Insurance	☐Subrecipient	__	☐	☐	__
☐	Labor Standards	☐Subrecipient	__	☐	☐	__
☐	Acquisition, Displacement, Relocation, Replacement Housing	☐Subrecipient	__	☐	☐	__
☐	Environmental Review	☐Grantee	__	☐	☐	__
☐	Loan Status Reports (Economic Development, Rehabilitation)	☐Subrecipient/Grantee	__	☐	☐	__
☐	Administrative Activities	☐Subrecipient	__	☐	☐	__
☐	Flood Insurance Purchase	☐Subrecipient	__	☐	☐	__
Other Project/Activity Files				**Y**	**N**	
☐	Plans and Specs (rehabilitation, historic preservation)	☐Subrecipient	__	☐	☐	__
☐	Orientation and Training	☐Subrecipient	__	☐	☐	__
☐	Special Case Records	☐Subrecipient	__	☐	☐	__

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements

Review the following examples and indicate whether the approach being taken is adequate or inadequate. Where you feel the approach is "inadequate," explain why and what might be done differently.

1. John Smith, the program director for the CDBG-funded housing rehabilitation activities of Housing Alliance, Inc., worked diligently with his staff to ensure that every case file contained the information specified in the Subrecipient Agreement for necessary records. As a result, in preparing periodic progress reports, Mr. Smith was able to review each case file and be confident of finding all the data necessary to be included in the reports.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

2. Four years had passed since the submission of the grantee's final Consolidated Annual Performance and Evaluation Report detailing Family Support, Inc.'s counseling services. The independent public accountant (IPA) audit performed for Family Support for the time period in question had not included any findings or questioned costs relating to this project. Joanne White, the executive director of Family Support, Inc., consequently directed her staff to discard the records of this CDBG-funded activity.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

3. Delroy Blaise wanted his subrecipient agency to take advantage of the efficiencies of automated data processing for its record-keeping and reporting functions but did not have anybody on his staff with computer expertise. Therefore, he hired a computer consultant who assisted the agency in purchasing a microcomputer, wrote specific software for entering data and generating reports for all the information currently required by the grantee, and trained the staff in its use.

   ☐ Adequate?
   ☐ Inadequate? Comment: _____

The answers are on next page.

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements (continued) Answers to questions from preceding page

Each of the three cases on the previous page is an example of a situation where the subrecipient in all probability is in *technical compliance with the requirements* for record keeping and reporting but may not be taking sufficient action to maximize the efficiency of its operations or to avoid future problems.

1. Although John Smith has taken pains to ensure that his agency could provide the grantee with the required report data, the necessity of having to search through each case file each time a report is due might be not an efficient use of his agency's personnel resources.
   Mr. Smith's organization should also have developed summary sheets of the case files and chronological program logs with key characteristics, from which periodic aggregate tallies could be derived much more efficiently.

2. The 4-year retention rule for records might best be viewed as a *minimum.* It is always theoretically possible that an entity like the HUD Office of the Inspector General (OIG) or the General Accounting Office (GAO) may show up to perform an audit after the 4 years have elapsed and request access to such records in support of some questionable costs. Therefore, even after the 4 years, for your own protection, it is probably best to place the records in storage for a year or so rather than to discard or destroy them.

3. When automating record-keeping and reporting functions, a key consideration is **ongoing flexibility.** In this case, because the software was designed specifically for the *current* records/reporting requirements, if the data desired by either the subrecipient or the grantee changed, it is not clear whether the agency had the technical capacity to modify its computer system accordingly. The agency may have been better served if it had purchased a more "user friendly" generic software package that its own staff could learn to modify.

These examples have been included to remind the reader that the requirements contained in this handbook represent **minimum standards** for administrative, financial, and management systems. These minimums should not automatically become your maximums. Although HUD cannot *require* grantees and subrecipients to go beyond these regulatory standards, it is often in your agency's interest to strive for the "best management practice" possible, or to build an extra margin into your systems, in recognition of the fact that there will always be some unexpected demand on these systems or other problems that will arise over time.

CHAPTER 6.0: OTHER ADMINISTRATIVE AND PROGRAM REQUIREMENTS

Federal regulations mandate that all CDBG-funded activities conducted by grantees and subrecipients must be ***eligible*** and must meet ***one of three National Objectives.*** These requirements form the regulatory backbone of the CDBG Entitlement program while leaving flexibility to localities to adapt the funding to their needs. There are, however, numerous other administrative and program requirements that govern your use of CDBG funds. Some of these fall into the area of prohibitions (for example, not using CDBG funds to conduct political activities). Others outline actions that ***must be taken*** (for example, taking positive steps to assure civil rights, equal opportunity, and fair housing protections).

You may find that, at any given time, some of these requirements do not directly affect your program or your activities. However, in the interest of ***preventing future problems,*** it is always a good idea to familiarize yourself with these sections of the CDBG regulations before you encounter situations where they apply. The consequence of ignorance is rarely bliss. For example, not observing the restrictions regarding lead-based paint, Davis-Bacon labor standards, or relocation requirements can result in very expensive outcomes for your program. By knowing the rules ahead of time, you will be prepared to avoid the problems and the costs of noncompliance and achieve your objectives with minimal difficulties.

This chapter provides an overview of 14 additional administrative and program requirements specified in Subparts J and K of 24 CFR Part 570 that apply to subrecipients as well as grantees. They are:

- Program Income (24 CFR 570.503 and 570.504).
- Programmatic and Budget Changes.
- Civil Rights and Fair Housing; Employment and Contracting Opportunities (24 CFR 570.601, 570.607 and 570.614).
- Labor Standards (24 CFR 570.603).
- Environmental Requirements (with respect to the use of funds, 24 CFR 570.604).
- Historic Preservation.
- National Flood Insurance Program (24 CFR 570.605).
- Floodplain Management (24 CFR Part 55).
- Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606).
- Lead-based Paint (24 CFR 570.608).

- Political Activity (24 CFR 570.207(a)(3)).
- Conflict of Interest (24 CFR 570.611).
- Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a)).
- Suspension and Termination (24 CFR 570.503 (b) (6), 24 CFR 85.43 and 44, and 24 CFR 84.62).

The purpose of this chapter is to outline the specific requirements and areas of responsibility contained in these sections of the CDBG program regulations. For a more complete explanation of the standards and procedures relevant to any particular requirement, you should refer to the regulations themselves, to the Executive Orders or laws cited, and to your written Agreement with the grantee.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Which of your agency's activities may involve or be affected by the 14 requirements summarized in this chapter.

2. Whether any of these requirements might require a change in the way you currently conduct your CDBG-assisted activities, and if so, how.

3. Ways you should adapt your procedures (e.g., through staff training or changes in systems) to comply with the regulations and ensure that none of these requirements will provide a barrier to fulfilling the objectives of your Subrecipient Agreement.

4. What sort of technical assistance might be helpful to you in understanding and implementing the requirements of Subparts J and K of the CDBG regulations.

6.1 **Program Income** (24 CFR 570.503(a), (b)(3) and (7), and 570.504)

- The term **"program income"** means any gross income received by the subrecipient that was directly generated from the use of CDBG funds (24 CFR 570.500(a)). This includes, but is not limited to:

    - Proceeds from the sale or long-term lease of **real property purchased or improved** with CDBG funds.

    - Proceeds from the disposition of **equipment purchased** with CDBG funds.

    - Gross income from the **use or rental of property acquired** by the grantee or subrecipient with CDBG funds, less the costs incidental to the generation of such income.

    - Gross income from the **use or rental of property owned by the grantee or subrecipient that was constructed or improved** with CDBG funds, less any costs incidental to the generation of such income.

    - Payments of **principal and interest on loans made** using CDBG funds.

    - Proceeds from the **sale of loans made** with CDBG funds.

    - Proceeds from the **sale of obligations secured by loans made** with CDBG funds.

    - **Interest earned on program income,** pending the disposition of such program income.

    - **Funds collected through special assessments made against properties owned and occupied by households not of low- and moderate-income,** where such assessments are used to recover part or all of the CDBG portion of a public improvement.

  Program income does **not** include (except for funds in lump-sum drawdown accounts), the interest earned on cash advances from the grantee or funds held in a revolving loan fund account. Such interest must be returned to the grantee for remittance to HUD.

When income is generated by an activity that is only **partially** assisted with CDBG funds, the income must be prorated to reflect the percentage of CDBG funds used to determine the portion that is program income.

- The **written agreement** between the subrecipient and the grantee will specify whether any program income received by the subrecipient is to be **returned to the grantee or retained by the subrecipient for use in carrying out CDBG activities.**

- If the program income is to be retained by the subrecipient, the **written agreement will also specify what CDBG-eligible activities** the subrecipient may undertake with the program income.

- The receipt and expenditure of program income **must be recorded** by the subrecipient as part of its records of financial transactions.

- When a subrecipient retains program income, such income must be used for any authorized activity **before drawing down additional grant funds** from the grantee, except in the case of a revolving fund. In the case of **program income in a revolving fund**, the subrecipient must use the program income for the activity for which the revolving fund was established, **before** drawing down additional grant funds for that activity.

- **At the expiration of the Subrecipient Agreement,** any program income on hand or subsequently received by the subrecipient must **be returned to the grantee**.

6.2 Programmatic and Budget Changes

The Subrecipient Agreement and/or the grantee's written policies must specify when prior approval of the grantee is necessary for a programmatic or budget change relative to the subrecipient's CDBG-funded activities. For example, prior approval and/or a written amendment to the Agreement usually will be necessary when any of the following are anticipated:

- A revision to the scope or objectives of the CDBG activities, including purpose, location, or beneficiaries.

- The need to extend the period of availability of funds.

- Changes in key personnel when specified in the application package or grant award.

- In non-construction projects, when contracting out a portion of the activity to a third party, unless specified in the application.

- A revision that would result in the need for additional funding.

- Cumulative transfers among direct cost categories or, if applicable, among separately budgeted activities or projects which exceed 10 percent (unless this requirement is waived by the grantee).

- Expenditures on items for which the applicable cost principles (OMB Circulars A-87 and A-122) require prior approval, see 570.200(h) for pre-award/pre-agreement costs.

6.3 Civil Rights and Fair Housing; Employment and Contracting Opportunities

(24 CFR 570.601-602, 570.607)

The Subrecipient Agreement must require the subrecipient to administer its CDBG funds in compliance with the following Federal laws and Executive Orders, and implementing regulations:

- **Title VI of the Civil Rights Act of 1964 (Public Law 88-352 implemented in 24 CFR Part 1):** This law states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- **Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234):** The Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

- **Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107):** This order and its implementing regulations require HUD to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of residential property assisted with Federal loans, advances, grants, or contributions.

Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*.): This law provides that any grant under Section 106 shall be made only if the grantee certifies to the satisfaction of the Secretary of HUD that the grantee will, among other things, affirmatively further fair housing.

- **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq*., particularly 42 U.S.C. 6101 *et. seq*., and 29 U.S.C. 794):** This law mandates that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds.

- **Section 3 of the Housing and Community Development Act of 1968** (12 U.S.C. 1701u): This section implemented at 24 CFR Part 135 requires that, to the greatest extent feasible, a subrecipient must:

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

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

- **Section 504 of the Rehabilitation Act of 1973, as amended (implemented at 24 CFR Part 135):** This section specifies that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

- **The Americans with Disabilities Act (ADA) of 1990:** This law prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that qualify as disabilities and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

- **The Age Discrimination Act of 1975, as amended:** This law provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance.

- **Executive Order 11246 (as amended by Executive Orders 11375 and 12086) — Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts:** This order requires that grantees and subrecipients and their contractors and subcontractors agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- **The Architectural Barriers Act of 1968:** The Architectural Barriers Act (ABA) of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards.

6.4 **Labor Standards** (24 CFR 570.603)

- **All laborers and mechanics** employed by contractors or subcontractors on **construction work** in excess of $2,000 and financed in whole or in part with CDBG funds must be paid **"prevailing wages"** that have been determined in accordance with the **Davis-Bacon Act** as amended (40 U.S.C. 276a–276a-5). The Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) also applies to such activities.

- **These labor standards shall apply only to the rehabilitation of residential property if the property contains not less than eight (8) units.**

  Subrecipients are strongly encouraged to consult closely with their grantee during the planning of any construction or rehabilitation projects to assure that all the requisite labor standards will be properly observed. Grantees and subrecipients should pay particular attention to the technical complexities entailed in:

  - Determining whether a project might be subject to Davis-Bacon requirements.
  - Obtaining the appropriate prevailing wage rates and inserting the wage determination and the appropriate labor standards provisions in the contract.
  - Requesting additional wage rate classifications that may not appear on a wage decision.
  - Conducting an adequate pre-construction conference.
  - Monitoring the work-site and contractor/subcontractor payrolls to document compliance with these requirements, including on-site employee wage interviews.

6.5 **Environment Requirements** (24 CFR 570.604)

In their use of CDBG funds, grantees are required to assume responsibility for **environmental review, decision making, and other action** that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. The CDBG regulations explicitly **prohibit subrecipients from assuming the grantee's environmental responsibilities** (see 24 CFR 570.503(b)(5)(i)).

However, under the applicable regulations for any project receiving CDBG assistance, **no party involved with the project, including subrecipients, may commit funds to the project, including incurring project costs, until the grantee completes the appropriate**

environmental review and public notification process, and HUD approves a certification of compliance with environmental laws and request for release of funds from environmental conditions. Activities not subject to this restriction are those the regulations define as exempt from environmental review. However, before any party involved with the project can incur costs, even for activities that are exempt, **the grantee must first make a formal determination that the activity(ies) is exempt. (**The list of activities that are exempt from environmental review are found in 24 CFR part 58.34 and 58.35(b).)

6.6 Historic Preservation

Subrecipients must be careful not to violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before commitments are made to make any physical improvements or alterations or to demolish any building, a subrecipient should receive assurances from the grantee that the grantee is in compliance with the Act.

Part of the grantee responsibility requires it to consult with the State Historic Preservation Officer as to whether the property: (1) is or could be declared a historic property; (2) is located in a historic district or an area which could be declared a historic district; and (3) involves proposed changes that could adversely affect historic properties or neighborhoods or properties or neighborhoods which could be declared historic.

If historic properties could be adversely affected, an agreement must be reached on appropriate mitigating measures with all parties identified in 36 CFR Part 800.

6.7 National Flood Insurance Program (24 CFR 570.605)

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. *Note that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).*

6.8 Floodplain Management

Subrecipients should select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order

11988, Floodplain Management, directs agencies "to avoid direct or indirect support of floodplain development wherever there is a practicable alternative" (24 CFR Part 55).

Note that the guidance relating to environmental requirements is available on the HUD Web site at: http://www.hud.gov/offices/cpd/environment/index.cfm.

6.9 Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606 (b) and (c))

A subrecipient must comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 24 CFR 570.606(b), and 49 CFR Part 24; and (2) the requirements of 24 CFR 570.606(c) and 24 CFR Part 42 governing the Residential Antidisplacement and Relocation Assistance Plan (Plan) under Section 104(d) of the HCD Act.

Under the URA and the Plan, the subrecipient must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. All property occupants must be issued certain notices on a timely basis. (Failure to issue timely notices may result in unnecessary expenses.)

The Plan also requires the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

Real property acquisition requirements are described in 49 CFR 24, Subpart B.

6.10 Lead-Based Paint (24 CFR 570.608 and Part 35)

CDBG-funded activities, such as the acquisition, construction, or rehabilitation of residential structures, may not use lead-based paint.

Certain requirements apply to the use of CDBG funds for the rehabilitation of a residential property that was constructed before 1978. At a minimum, grantees are required to: (a) notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards; (b) paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made; (c) provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family From Lead in Your Home or EPA-

approved equivalent; (d) reduce lead hazards as required by the applicable subparts of Part 35; and (e) perform clearance testing, including dust testing, before reoccupancy after all but minimal ("de minimis") amounts of paint disturbances. (See in the following section for details.)

The CDBG regulation at 24 CFR 570.608 states that the following subparts of Part 35 apply to the use of CDBG funds in pre-1978 housing:

- A - (Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property),
- B - (General Lead-Based Paint Requirements and Definitions for All Programs),
- J - (Rehabilitation),
- K - (Acquisition, Leasing, Support Services, or Operation), and
- R - (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities).

Part 35, Subpart A, is called the Lead Disclosure Rule; and Part 35, Subparts B through R, are called the Lead Safe Housing Rule.

Certain properties are exempt from the requirements of the Lead Safe Housing Rule. They include:

- Housing built on or after January 1, 1978;
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks;
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 resides or is expected to reside there;
- Units that have been found to be free of lead-based paint by a certified lead-based paint inspector;
- Units where all lead-based paint has been removed;
- Unoccupied housing that will remain vacant until it is demolished;
- Non-residential portions of mixed-use buildings, except that spaces serving both residential and non-residential uses are covered by the rule;
- Units that are to be rehabilitated without disturbing a painted surface; and
- Units that are subject to emergency repair action needed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage;

For properties that are covered by the Lead Safe Housing Rule, the lead-based paint requirements for rehabilitation depend on the amount of Federal rehabilitation assistance provided. The amount of Federal rehabilitation assistance is the average per unit amount of Federal funds for the hard costs of rehabilitation, excluding lead-based paint hazard evaluation and hazard reduction activities. In calculating this assistance amount, you must consider both the total amount of Federal assistance to be used (including CDBG and other funds) and the hard costs of rehabilitation (including Federal and non-Federal funds). Whenever these two amounts

are not the same, the smaller of the two determines the type and level of lead-based paint requirement. For a structure with more than one dwelling unit, the thresholds are applied against the average amount of Federal assistance per unit or the average hard cost of rehabilitation per unit, whichever is lower.

The following is a general overview of the requirements based on dollar thresholds per year per assisted housing unit:

- **Up to and including $5,000**—notice, provision of pamphlet, paint testing of surfaces to be disturbed or presumption of lead-based paint, safe work practices as part of rehabilitation (except for minimal amounts of paint disturbances), repair any paint that is disturbed, and clearance after the work and before reoccupancy.

- **$5,001–$25,000**—notice, provision of pamphlet, paint testing or presumption, risk assessment to identify lead-based paint hazards, interim control or standard treatment of lead-based paint hazards, and clearance.

- **Over $25,000**—notice, provision of pamphlet, paint testing or presumption, risk assessment, abatement of lead-based paint hazards, ongoing lead-based paint maintenance, and clearance.

- **Minimal ("de minimis") amounts**—Safe work practices and clearance are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than: 20 square feet on exterior surfaces; 2 square feet in any one interior room or space, or 10 percent of the total surface area on an interior or exterior type of component type with a small surface area (e.g., window sills, baseboards, and trim).

- **Pamphlet**—The Protect Your Family From Lead in Your Home pamphlet can be downloaded in English and Spanish from www.hud.gov/offices/lead or www.epa.gov/lead, and single paper copies can be obtained from the National Lead Information Clearinghouse at 1-800-424-LEAD. Persons with hearing or speech impediments may access this telephone number via TTY by calling the toll-free Federal Information Relay Service at 1-800-877-8339.

The in the preceding section description is intended to provide basic information on lead-based paint requirements. Consult the applicable portions of 24 CFR Part 35 (see www.hud.gov/offices/lead) and/or contact the HUD field office for greater detail if you are carrying out an activity subject to these requirements.

6.11 **Political Activity** (24 CFR 570.207(a)(3))

A subrecipient is prohibited from using CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold meetings, candidate forums, or voter registration, provided that all parties and organizations have access to the facility on an equal basis and are assessed equal rent or use charges, if any.

6.12 **Conflict of Interest** (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)

There are two sets of conflict of interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients, is the procurement regulations located at 24 CFR 84.42 and 85.36. (See 24 CFR 570.611(a)(1).) The second set of provisions is located at 24 CFR 570.611(a)(2). These provisions cover situations not covered by parts 84 and 85.

With respect to procurement activities, the subrecipient must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
    - an employee, officer, or agent of the subrecipient;
    - any member of an employee's, officer's, or agent's immediate family;
    - an employee's, agent's, or officer's partner; or
    - an organization which employs or is about to employ any of the in the preceding section.
- Require that employees, agents, and officers of the subrecipient neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to subagreements. However, subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.
- Provide for disciplinary actions to be applied for any violations of such standards by employees, agents, or officers of the subrecipient.

With respect to all other CDBG-assisted activities, the general standard is that no employee, agent, or officer of the subrecipient, who exercises decision-making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds of the activities. Specific provisions include that:

- This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, a designated public agency, or a subrecipient, and to their immediate family members, and business partner(s).

- The requirement applies for such persons during their tenure and for a period of 1 year after leaving the grantee or subrecipient organization.

- Upon written request, exceptions may be granted by HUD on a case-by-case basis, after consideration of the cumulative effect of various factors listed at 24 CFR 570.611(d), and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

6.13 Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e), and 24 CFR 84.51(a))

A grantee is responsible for ensuring that all CDBG funds under its oversight are used in accordance with all program requirements, and for determining the adequacy of its subrecipients' performance. Accordingly, **the grantee is empowered to make site visits and review program files as necessary to fulfill these responsibilities.**

6.14 Suspension and Termination (24 CFR 570.503(b)(6))

When problems arise in the performance of a subrecipient, the grantee is responsible for taking appropriate actions **for correcting these deficiencies,** including suspending or terminating **the CDBG activities being carried out by the subrecipient (24 CFR 570.501(b)).**

Consistent with 24 CFR 570.503(b)(6), the **written agreement** between the grantee and the subrecipient must specify that suspension or termination may occur if the subrecipient materially fails to comply with any term of the CDBG award, and that the agreement may also be terminated for convenience (also see 24 CFR 85.43–85.44 and 84.62).

Exercise for Chapter 6.0 — Other Administrative and Program Requirements Circle t

he Correct Answer

1. Available program income must be used by the subrecipient before requesting additional grant funds from the grantee.

TRUE FALSE

2. Program income must be used by the subrecipient for the same CDBG-funded activity that generated it.

TRUE FALSE

3. Amendments to the Subrecipient Agreement are only necessary if the amount of the CDBG funding or the period in which it will be available is to be changed.

TRUE FALSE

4. Regardless of the National Objective being addressed by a CDBG-funded public construction activity, in carrying out that activity, a subrecipient must ensure that to the greatest extent feasible, jobs are made available to local low- and moderate-income persons.

TRUE FALSE

5. Davis-Bacon "prevailing wage" standards apply to all CDBG-funded construction or rehabilitation projects.

TRUE FALSE

6. Subrecipients are required to perform an environmental review before incurring any program expenses in connection with a CDBG-funded activity.

TRUE FALSE

7. In areas identified by FEMA as having special flood hazards, the National Flood Insurance requirements apply only to CDBG-funded new construction projects.

TRUE FALSE

8. The "one-for-one replacement" rule for low/moderate-income dwelling units that are demolished as a result of a CDBG-funded project only applies if the unit was occupied at the time that the CDBG project was initiated.

TRUE FALSE

9. In a structure to be rehabilitated that has historic significance and is found to contain lead paint, the lead-based paint abatement requirements take precedence over the historic preservation requirements.

TRUE FALSE

10. If a contractor, who sits on the board of directors of a non-profit subrecipient, offers to donate his time to perform rehabilitation on the subrecipient's homeless shelter, there is no conflict of interest if the contractor is only reimbursed for the cost of materials.

TRUE FALSE

11. A grantee may only perform an on-site monitoring at a time convenient to the subrecipient, and during that monitoring the grantee does not have a right to inspect individual client files.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 6.0 — Other Administrative and Program Requirements (continued)

Answers to questions from preceding pages

1. ***TRUE***. According to 24 CPR 570.504(b)(2), program income on hand must be used before drawing down additional grant funds, **except** in the instance of program income in a revolving fund, in which case the subrecipient must use the program income for the activity for which the revolving fund was established before drawing down additional funds for that same activity.

2. ***FALSE.*** The Subrecipient Agreement must specify whether the subrecipient will be allowed to retain program income (24 CFR 570.504(c)). The Agreement should also specify the CDBG activities for which this program income may be used, which do not have to be the same activities that generated it. For example, the Agreement could specify that program income generated from repayment of economic development loans to for-profit businesses is to be used subsequently for housing rehabilitation loans. On the other hand, the grantee could authorize the subrecipient to keep the income in a revolving fund, in which case it would have to be used for making other economic development loans.

3. ***FALSE***. In addition to changes to the total funding and period of performance, there are a variety of other circumstances under which a formal amendment to the Agreement should be executed. For example, a formal amendment should be made if additional activities are added to the scope of work, funds are substantially re-budgeted among activities, or the performance objectives for a particular activity are modified. Although sometimes incorrectly dismissed as a mere formality, written amendments serve to protect both the grantee and the subrecipient by making explicitly clear what the current expectations and legal responsibilities are for each party to the agreement.

4. ***TRUE.*** A requirement of Section 3 of the Housing and Community Development Act of 1974, as amended, states that it is the responsibility of grantees and subrecipients to make every reasonable effort to ensure that such employment opportunities are created for low- and moderate-income persons within the area.

5. ***FALSE.*** In general, Davis-Bacon "prevailing wage" standards apply only to construction contracts in excess of $2,000 for construction work financed in whole or in part with CDBG assistance. For rehabilitation or new construction of residential properties, a CDBG-financed project is only subject to Davis-Bacon requirements if the property includes eight (8) or more units.

6. ***FALSE.*** Although a subrecipient is not allowed to incur program expenses for a CDBG project before the receipt of environmental clearance, it is the *grantee* that has the responsibility of completing the environmental review, *not* the subrecipient.

7. ***FALSE.*** The National Flood Insurance Program requirements apply to *any CDBG-funded acquisition or construction project (including rehabilitation)* in a community that has had notice from FEMA for more than a year that the project area has special flood hazards.

8. ***FALSE.*** The "one-for-one replacement" requirement applies if the low/moderate-income unit had been *occupiable* and not just if it was actually occupied.

9. ***FALSE.*** Both the lead-based paint abatement and the historic preservation requirements must be satisfied. If the subrecipient cannot comply with both sets of requirements with the available funding, then it cannot assist the unit.

10. ***FALSE.*** Even if the contractor only receives reimbursement for materials "at cost," the contractor will be considered to have a "financial interest" and therefore a conflict would exist. However, the grantee could request that HUD provide an exception in accordance with § 570.611(d) in this type of instance, where the contractor's interest does not include payment for his or her services.

11. ***FALSE.*** In its efforts to fulfill its oversight responsibilities, a grantee is given broad discretion in the establishment of schedules for on-site visits and for examining any program records that it deems necessary for monitoring compliance with CDBG requirements. However, it is good practice to consider the subrecipient's situation when scheduling such a visit, so as not to create too much of an inconvenience.

CHAPTER 7.0: AUDITS

Even if your agency had its own internal sources of funds, you would still want to have some independent review of your financial and program results to let you know whether you were making adequate progress toward your goals and objectives, and that you were not wasting funds. GAO has stated that you, as a subrecipient of the CDBG Entitlement program, share a joint responsibility with your grantee to ensure that Federal program resources are applied "efficiently, economically and effectively to achieve the purposes for which the resources were furnished."[1] The financial and performance audits discussed in this chapter are designed to assure that grantees and subrecipient agencies meet this mutual responsibility and are accountable to the public. In particular:

1. ***Financial audits*** are designed to provide an independent opinion on whether your agency's financial statements present in a fair manner actual operating results in accordance with accepted standards, and whether your agency has complied with specific financial requirements in terms of systems and procedures.

2. ***Performance audits*** provide an independent point of view on the extent to which your agency has faithfully, efficiently and effectively carried out its operations, and achieved the intended results or benefits of its programs.

In general, a formal IPA audit sits at the third rung of a four-rung examination ladder. The first rung corresponds to your own internal bookkeeping systems and procedures that enable you to compile operating results for a given period of time and give you a chance to compare your agency's financial and program results for that period, as a whole, to your goals and objectives. The second rung corresponds to an outside accountant's compilation and review of your operating data for a given period. However, at this level, the review is still informal and may not result in the accountant's formal opinion as to the reliability and accuracy of the results.

The third level of examination, discussed in this chapter, corresponds to the formal IPA audit that must be performed anytime your agency expends $500,000 or more in Federal funds in a year. Its primary goal is to determine whether your agency has adequate systems in place to assure that:

- Goals and objectives are met.

- Resources are safeguarded.

[1] U.S. General Accounting Office, Government Accounting Standards (U.S. Government Printing Office: Washington, D.C., 1988) pp. 1-4.

- Laws and regulations are followed.

- Reliable data are obtained, maintained, and accurately disclosed.

This level of review should always result in a formal opinion of the accuracy and reliability of the data presented as expressed in a management letter.

The fourth level of audit corresponds to detailed evaluations by the GAO or HUD's OIG that are designed to improve the productivity of Federal agencies and programs by identifying and correcting poor management practices among these agencies and their grantees and subrecipients. These types of audits are not discussed in detail here, but, if you are interested, your grantee or local HUD office should be able to provide you with information on GAO and OIG procedures and standards.

This chapter summarizes Federal requirements for IPA audits of subrecipients subject to the provisions of the Single Audit Act. It discusses general audit requirements, internal control and compliance reviews, audit reports, auditor selection and procurement, audit costs, and audit review and resolution procedures. The intent is not only to summarize the procedures necessary to comply with Federal requirements, but also to show that an IPA audit gives you an excellent opportunity to measure the strengths and weaknesses of your program so you can improve your performance.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. *What kind of audit* your agency is required to perform, and whether multiple funding sources are involved (Federal, non-Federal).

2. Based on prior financial reviews or audits, whether you feel your agency has *sufficient control* over its financial situation and its CDBG-related activities.

3. Whether there are any particular *financial or program concerns* you feel should be addressed as part of your next audit.

4. What *files, records, or procedures should be organized and updated* before your next audit, so that the auditor might be more efficient in collecting and organizing the data and giving you important feedback on financial and program results.

7.1 General Audit Requirements

Subrecipients that expend $500,000 or more in total Federal financial assistance [4] in a year are responsible for obtaining **an independent audit** in accordance with the Single Audit Act of 1984 and OMB Circular A-133 as referenced at 24 CFR 84.26 and 85.26. The computation of the total of such assistance includes all Federal funds received by the entire entity, and not just the department or division receiving the CDBG funding. For purposes of determining the amount of Federal assistance expended, all Federal assistance shall be considered, including that which is received directly from a Federal agency, or passed through a state or local government, or through non-profit organizations, or any combination thereof.

If a subrecipient expends **less than $500,000 per year** in Federal financial assistance, it is exempt from Federal audit requirements. However, the subrecipient must still have records available for review by HUD, the grantee, or GAO, and there also may be separate state or local laws prescribing additional audit requirements.

If a subrecipient has expended more than $500,000 in a year under *only one Federal program*, the auditee may elect to have a program-specific audit conducted in lieu of a single audit. ***(A single audit is an audit that includes both the entity's financial statements and the Federal funds it has expended.)*** If the subrecipient elects this option, the auditor(s) will perform the compliance testing for the individual grant program in accordance with OMB Circular 133, Subpart B—Audits §_ .235 Program-specific audits.

If a subrecipient in turn provides $500,000 or more of its Federal financial assistance in a year **to another subrecipient**, the providing subrecipient must ensure that this second subrecipient has complied with the relevant audit requirements and applicable laws and regulations. It must also issue a management decision on audit findings within 6 months after receipt of the audit report and ensure that the subrecipient takes appropriate and timely corrective action (see OMB Circular A-133, Subpart D, §_ .400 Responsibilities, paragraph [d]).

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[4] "Federal financial assistance" means assistance provided directly by a Federal agency to a recipient or a subrecipient or through a recipient to a subrecipient to carry out a program or activity. Such assistance may be in the form of:

- Grants.
- Loans.
- Contracts.
- Cooperative agreements.
- Loan guarantees.
- Property.
- Interest subsidies.
- Insurance.
- Direct appropriations.
- Other non-cash assistance.

Subrecipients will be responsible for providing the auditor with a summary schedule of any prior audit findings, whether corrective action was taken, and the status of corrective actions not yet completed.

7.2 Internal Control and Compliance Review

The Single Audit Act requires, among other things, that the independent auditor determine and report on whether the organization or governmental entity has **internal control systems** to provide reasonable assurance that it is managing its Federal assistance programs in compliance with applicable laws and regulations. (See also OMB Circular 133, Subpart E—Auditors, § .500 Scope of audit, paragraph (c).) The auditor will perform tests of these controls to evaluate the effectiveness of the design and operation of the policies and procedures in preventing or detecting material noncompliance.

The auditor will also conduct **compliance testing.** (OMB Circular 133, Subpart E—Auditors, § .500 Scope of audit, paragraph (d).) For the CDBG program, the auditor will examine a sample of transactions to determine whether:

- The amounts reported by the subrecipient as expenditures were for allowable services, and the records show that those who received benefits or services were eligible to receive them.

- Applicable limitations (such as ceilings on administrative costs, or funding for public services, as well as allocations for activities to principally benefit low- and moderate- income individuals) were met.

- The subrecipient's financial reports and claims for advances and reimbursements contain information that is supported by the books and records from which the basic financial statements have been prepared.

- Program income received was properly recorded and used before drawing additional grant funds.

- The expenses claimed by the subrecipient are in accordance with the applicable cost principles and uniform administrative requirements.

7.3 Audit Reports

Following the completion of the audit, an audit report must be prepared. (See OMB Circular 133, Subpart E--Auditors, §__.505 Audit reporting.) The audit report must contain at least the following (assuming that it is a single audit as opposed to a program-specific audit):

- **An opinion as to whether the subrecipient's financial statements** are presented fairly in all material respects, and **an opinion as to whether the schedule of expenditures of Federal awards** is presented fairly in relation to the financial statements taken as a whole.

- **A report on the subrecipient's internal control related to the financial statements and major programs.** The report would be expected to identify the significant internal accounting controls and those controls designed to provide reasonable assurance that Federal programs are being managed in compliance with applicable laws and regulations.

- **A report on compliance containing:** an opinion as to whether each major Federal program was being administered in compliance with applicable laws and regulations; a statement of positive assurance for those items tested; negative assurance for those items not tested; a summary of all instances of noncompliance; and, identification of total amounts questioned.

- **A schedule of findings and questioned costs,** where applicable.

The audit must generally be completed within 9 months after the end of the audit period and the report submitted within 30 days of receipt of the auditor's report(s). The subrecipient shall submit to the Federal clearinghouse designated by OMB the data collection form used in the audit along with a copy of the reporting package. It shall also submit a copy of the reporting package to HUD and the grantee.

A subrecipient should maintain copies of audit reports on file for a minimum of 4 years from the date of their issuance. Similarly, the subrecipient should ensure that its auditor maintains copies of the audit work papers for a minimum of 4 years from the date of the report issuance. If there remain unresolved audit issues at the end of this 4-year period, the subrecipient should notify the auditor in writing to extend the retention period.

7.4 Auditor Selection/Procurement

In arranging for audit services, subrecipients must follow the procurement requirements found in 24 CFR 85.36 or 24 CFR 84.41-48, as applicable. Small audit firms and audit firms owned and controlled by minorities or women must have the maximum practicable opportunity to participate in audit contracts.[5]

[5] See OMB Circular A-133, §__.305.

In requesting proposals for audit services, the objectives and scope of the audit should be made clear. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of external quality control review, and price.

7.5 Audit Costs

The costs of audits made in accordance with the applicable regulations are allowable charges to Federal assistance programs. These charges can be treated as either a direct cost or an allocated indirect cost. In regard to the latter, the percentage of costs generally charged to Federal assistance programs for a single organization wide audit should not exceed the percentage that the subrecipient's Federal funds represent of total funds expended by the entity during the applicable year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual costs.

7.6 Audit Review and Resolution

As noted in the preceding section, the reports from any independent audits must be forwarded by the subrecipient to the grantee (in its role as the entity providing the funds), who will review all such reports to determine whether they meet all relevant standards and are acceptable.

A subrecipient must establish a system to ensure a ***timely and appropriate resolution*** to audit findings and recommendations. This system must address both independent audits performed relative to the Single Audit Act and audits completed on the subrecipient's operations by the HUD OIG, GAO , or other governmental bodies.

A subrecipient's first step in the resolution of an audit is the preparation of its "Management's Response" to the findings and recommendations contained in the audit report. In its response, the subrecipient should provide:

For findings/recommendations with which the subrecipient agrees:

- Information on the actions it has taken (or plans to take) to correct the specified noncompliance or financial system deficiencies.

For findings/recommendations with which the subrecipient does not agree:

- The basis (including relevant documentation) for the subrecipient's belief that an audit finding or recommendation is inaccurate or inappropriate.

Typically, the Management Response is due within 30 days from the subrecipient's receipt of an audit report. If, in its Management Response, the subrecipient disagreed with any of the audit findings or recommendations, the grantee will re-examine the points in question to determine whether any revisions to the report's findings/recommendations are warranted. It will then issue a Management Decision concerning the finding or recommendation.

For those audit findings and recommendations with which the subrecipient agrees, and for any disputed findings or recommendations in which the subrecipient's challenge is not upheld (in the grantee's management decision), the next step in the resolution process is the implementation of procedures to prevent the deficient conditions from re-occurring. In general, action to correct findings or to implement recommendations must be completed within 1 year of the issuance of the audit report. The grantee may perform a site visit or require documentation that the corrective action procedures have been implemented, or may require the subrecipient's independent auditor to report whether the subrecipient has implemented the prior year's corrective action and/or recommendations.

A **"repeat finding"** (a deficiency or area of noncompliance which appears in more than one successive audit for a subrecipient) will be viewed very seriously by a grantee and can often result in special conditions being attached to the subrecipient's CDBG funding or other sanctions.

Occasionally, the findings from an audit will result in **"questioned costs."** A subrecipient's costs associated with its CDBG funding may be questioned for the following reasons:

- There is inadequate documentation to support the expenditure or the amount of cost charged to the grant.

- The expenditure does not appear to be related to the grant project.

- The cost was incurred outside the effective period of the Subrecipient Agreement or was a program expense incurred by the subrecipient before environmental review clearance was achieved.

- The expense is unallowable under the program regulations and applicable cost principles.

- The cost required the prior approval of the grantee, and no prior approval was obtained.

To resolve a questioned cost, the subrecipient must:

- Provide the missing documentation to support the expenditure and amount.

- Offer detailed explanation of how the cost relates to the grant program.

- Seek retroactive approval for an expense that required prior approval (which the grantee may or may not give).

If a subrecipient is not able to resolve a questioned cost to the satisfaction of the auditor and/or grantee, the expense will be **disallowed.** A disallowed expense for which Federal funds were originally used must be reimbursed from non-CDBG/non-Federal funds. On occasion, such reimbursements can be repaid on a payment schedule negotiated with the grantee or the other relevant officials (e.g., HUD/OIG representatives).

Exercise for Chapter 7.0 — Audits Circle t

he Correct Answer

1. A non-profit subrecipient that has expended $35,000 in Federal financial assistance in a year from multiple Federal programs must have:

   (a) An audit of its entire operations.

   (b) A program-specific financial audit for each Federal award.

   (c) Either (a) or (b).

   (d) No audit is required.

2. A non-profit subrecipient that has expended a total of $550,000 in Federal financial assistance in a single year, but only from one Federal program, must have:

   (a) An audit of its entire operations.

   (b) A program-specific financial audit for the Federal award.

   (c) Either (a) or (b).

3. Which of the following are necessary components of a financial audit report under the Single Audit Act?

   (a) An organizational chart or description of the entity's organizational structure.

   (b) Financial statements and schedule of Federal assistance.

   (c) An inventory of non-disposable property.

   (d) An itemization of personnel positions and salaries.

   (e) An evaluation of internal control systems.

   (f) A report on compliance.

   (g) An assessment of the entity's efficiency and effectiveness in its operation of the Federal program(s).

4. A subrecipient may procure independent audit services from any source of its choosing.

TRUE FALSE

5. Cost considerations must be the dominant factor in the selection of auditors.

TRUE FALSE

6. Since the Single Audit Act mandates a single audit for non-profit subrecipients that expend a total of $500,000 or more in a single year from multiple Federal programs, the non-profit can charge the full cost of the audit to those Federal programs.

TRUE FALSE

The answers are on next page.

Exercise for Chapter 7.0 — Audits (continued) Answers to questions from preceding pages

1. "(d)." No audit is required because the subrecipient expended less than the $500,000 in total Federal assistance that triggers the requirement for an audit.

2. The subrecipient may have either type of audit. 3.

   "(b)," "(e)," and "(f)."

4. ***FALSE.*** Subrecipients must follow procurement rules in either the Federal Acquisition Regulation or in 24 CFR Parts 84 and 85, as applicable.

5. ***FALSE.*** Cost should only be a selection factor when the other selection criteria such as the qualifications and independence of the firms being considered have been met.

6. ***TRUE.*** Since the audit is a mandated Federal requirement, the Federal programs can pay the full cost of the audit.

CHAPTER 8.0: CLOSEOUT

It would be nice if the closeout process for completing your activities under a Subrecipient Agreement were as simple as closing out a bank account or making a final payment on a mortgage. Unfortunately, closeout procedures can be somewhat drawn out, depending on the complexity of the activities undertaken and the nature of any contingent assets or liabilities which may survive the completion of your CDBG-funded activities.

What this means is that your agency may remain "on the hook" (i.e., responsible) despite having completed all requirements under its Agreement and despite having paid/received all accounts due. ***The key to closing out your activities effectively is "clarity."*** Clarity can only be achieved if you have carefully and fully documented all of your financial and program activities up to the point of closeout. The weaker your documentation, or the more complicated your program, or the longer time that has elapsed over the life of the Agreement, the more difficult it may be to achieve a resolution of closeout issues to the satisfaction of both your agency and the grantee.

This chapter is designed to help you understand the closeout process with respect to:

- General issues that must be addressed.
- Specific closeout procedures typically undertaken by subrecipients.
- Adjustments made to account for final costs, cash, and other asset balances.
- Continuing subrecipient responsibilities mandated by Federal regulations.

By knowing these ahead of time, you can *take appropriate steps now* to assure that you and the grantee are fully aware of the likely issues to be addressed during the settlement process. You can also clear up any documentation problems that may hinder your ability to finalize activities and deliverables under your Subrecipient Agreement.

AS YOU READ THIS CHAPTER, THINK ABOUT …

1. Whether any of your CDBG-funded activities may be ready to closeout, and what their status is.

2. Whether your financial and progress reports are up-to-date and accurately reflect the completion of your work under the Agreement.

3. Whether there are any outstanding monitoring issues (findings or concerns) that have not been resolved to the satisfaction of the grantee.

8.1 Overview

The closeout of a Subrecipient Agreement is the process by which the grantee determines that all required work under the Agreement has been completed. This means that all financial, administrative, and performance issues related to the activities undertaken by the subrecipient have been resolved to the satisfaction of both the grantee and the subrecipient.

The Federal regulations applicable to the CDBG program include few specific requirements relative to the closeout of subrecipient projects. The lack of specific Federal requirements means that there will be some variation in closeout procedures among communities. Nonetheless, many grantees, through the incorporation of appropriate language in their Subrecipient Agreements, require their subrecipients to follow closeout procedures that are similar to the ones that the grantees themselves must follow pursuant to 24 CFR 570.509. The following section describes the general process detailed in 24 CFR 570.509 that is often used by grantees as a standard for the closeout of subrecipients.

8.2 Closeout Procedures

A grantee will usually initiate closeout procedures relative to a subrecipient when:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the grantee has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the grantee usually will require the subrecipient to provide final versions of all financial, performance, and other reports that were a condition of the award. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income).
- A final request for payment.

- A final inventory of property in the subrecipient's possession that was acquired or improved with CDBG funds.

Although an alternate deadline may be established by the grantee, frequently these reports are due within 90 days of the expiration/termination of the Subrecipient Agreement or notification by the grantee. The grantee generally will also require the subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report.

Based on the information provided by the subrecipient in these final reports and other relevant information, the grantee may execute a closeout agreement with the subrecipient that specifies:

- Any closeout costs or contingent liabilities subject to payment with CDBG funds after the closeout agreement is signed.

- The amount of any unused CDBG funds (see Section 8.3 regarding the disposition of these funds).

- The subrecipient's responsibilities after closeout (see Section 8.4).

- Other provisions appropriate to any special circumstances.

8.3 Cost and Cash Adjustments (24 CFR 570.503(b)(7))

Upon receipt by the grantee of the reports referred to in Section 8.2 in the preceding section, the grantee will make upward or downward adjustments to the subrecipient's allowable costs. The grantee should make prompt payment to the subrecipient for any outstanding allowable reimbursable costs.

Pursuant to 24 CFR 570.503(b)(7), the Subrecipient Agreement must specify that any grant funds that are remaining in the subrecipient's possession at the expiration or termination of the agreement must be refunded immediately to the grantee. Similarly, any accounts receivable must be transferred to the grantee.

According to 24 CFR 85.52 (which specifically applies to subrecipients that are governmental entities), any funds paid to the subrecipient in excess of the amount to which the subrecipient is finally determined to be entitled under the CDBG program constitutes a debt to the Federal Government. If not paid by the subrecipient within a reasonable period of time, a grantee may reduce this debt by making an offset against other requests for reimbursement from the subrecipient by withholding advance payments or by other action permitted by law.

8.4 Continuing Subrecipient Responsibilities

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.

Exercise for Chapter 8.0 — Closeout Circle

the Correct Answer

1. On the date that its Subrecipient Agreement with the Midtown Community Development Agency expired, the non-profit Family Services Organization submitted final performance, financial status, and inventory reports, and a final request for payment. Once the final payment is received from the grantee, can this subrecipient consider itself "closed-out"?

YES NO

2. Although its CDBG-funded $500,000 housing rehabilitation effort over the last year had not yet been audited, when the funds were fully expended and assisted units completed, the Mica City Housing Authority submitted its final reports to the Mica City CD Office and received certification that the grantee considered its program to be closed-out. Must the Mica City Housing Authority still arrange for an audit of its CDBG funds?

YES NO

3. As a subrecipient under Central County's CDBG program, the city of Lobos had implemented a public facilities effort aimed at removing architectural barriers, with the municipality agreeing in the Subrecipient Agreement to match the CDBG funds in the project on a dollar-for-dollar basis with city funds. The project had been formally closed out by the time that the city contracted for an IPA audit of this activity. The completed audit, however, revealed that the final costs of the public facilities effort and the amount contributed as the city's match against the CDBG assistance were less than the figures previously submitted by Lobos in its final reports for closeout. Can the grantee still disallow some of the expenses covered with CDBG funds?

YES NO

4. The subrecipient, Housing Resources, Inc., had been operating a CDBG-funded rehabilitation grant program for low- and moderate-income households. *After closeout,* one of the property owners that had been assisted by the program decided *not* to make the rehabilitated unit, which had been recently vacated, available to a low- or moderate- income tenant, and under the recapture provisions of the program, returned the amount of the assistance (plus an interest penalty) to Housing Resources, Inc. Can Housing Resources keep these funds for its own use?

YES NO

The answers are on next page.

Exercise for 8.0 — Closeout (continued)

Answers to questions from preceding pages

1. ***NO.*** It is up to the grantee to determine when the conditions for "closeout" have been satisfied, consistent with its standard procedures (which should be spelled out in writing for subrecipients). Once these conditions have been met, the grantee should either enter into a closeout agreement with the subrecipient or send written notification to the subrecipient regarding the latter's closeout status along with any special conditions or continuing responsibilities which the subrecipient must satisfy. Until a subrecipient receives such formal notification, it should ***not*** assume that any CDBG activity has been closed out.

2. ***YES.*** The applicable regulations are clear that the closeout of a CDBG award does *not* affect the subrecipient's audit requirements. And, according to OMB Circular A-133, any entity that expends $500,000 or more a year in Federal financial assistance must have an audit completed in accordance with the standards found in that circular.

3. ***YES.*** 24 CFR 84.72 and 85.51 specify that even after closeout of the CDBG project, the grantee has the right to disallow costs and recover funds based on a later audit. In this case, the grantee could choose to reduce the allowable CDBG costs to a level equal to the actual amount of cash match contributed by the city of Lobos.

NO. According to 24 CFR 570.503(b)(7), at the expiration of the Subrecipient Agreement, the subrecipient must transfer to the grantee any CDBG funds on hand and *any accounts receivable attributable to the use of CDBG funds.* The obligations of assisted property owners to reimburse the subrecipient under recapture provisions of a funding agreement would constitute accounts receivable. Therefore, the subrecipient

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 18, 2016

Item: Change Order Number 2 to Work Authorization Number 2 of the Master Services Agreement With Deloitte & Touche LLP
Originating Department: Planning and Community Development

Attachments: 1) Work Authorization #2 Change Order #2
2) Council Bill No. 2016-402

Department Head: Troy Bolander
City Attorney: Peter Edwards
City Manager: Samuel Anselm
Finance Department: Leslie Haase

Recommended Action: Approval of Council Bill 2016-402 for the execution of Change Order #2 to Work Authorization #2 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche LLP to provide for implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

Background: The City of Joplin entered into a consulting agreement with Deloitte & Touch LLP on August 14, 2014 to provide administrative and consulting services for the $113 million second round of Community Development Block Grant – Disaster Recovery funding received by the City. The City of Joplin has submitted to HUD amendments to the initial action plan in the total amount of $52.0 million of the original $113 million.

Discussion: On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. City Council also approved a cost increase for the Joplin Public Park on May 11, 2015, which increased the total park budget from $3,200,000 to $4,900,000 and subsequently increased the design and engineering costs for the Park. Deloitte & Touche LLP has incurred and will incur additional Activity Delivery Costs related to the increased design and engineering of the Public Park.

Additionally, on November 2, 2015 City Council approved an increased budget for the Crosslines Community Facility project from $555,000 to $965,302 through Amendment #12 to the Initial Action Plan for Round II funds. Due to the increased budget, additional implementation (activity delivery costs) are necessary for effective management of this CDBG-DR project.

Activity Delivery Costs are those administrative costs that are directly carried out for specific projects and can include environmental assessments, stakeholder meetings, agreement development, requests for release of funds, procurement and oversight. Estimated activity delivery costs that will be incurred by City staff and Consultant staff have been included in the Capital Plan budgets approved by City Council on July 6, 2015.

General Administration Costs are those administrative costs that are attributable to the overall reporting, compliance, monitoring, and financial record keeping of the grant as a whole.

This Work Authorization provides $225,762 for activity delivery costs which are part of the direct implementation of projects including the above projects, and $22,576 in travel expenses for a total of $248,338 effective through December 31, 2016.

Recommendation: Approve the execution of Change Order #2 to Work Authorization #2 of the Master Services Agreement for Professional Administrative and Consulting Services with Deloitte & Touche LLP in an amount not to exceed $248,338.00 with an emergency clause.

This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

COUNCIL BILL NO. 2016-402 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to execute Change Order Number 2 to Work Authorization Number 2 of the Master Services Agreement for Professional Administrative Consulting Services with Deloitte & Touche, LLP to provide implementation and administrative activities, not to exceed Two Hundred Forty Eight Thousand Three Hundred and Thirty Eight Dollars ($248,338.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City execute Change Order Number 2 to Work Authorization Number 2 of the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte & Touche, LLP to provide planning and administrative activities, not to exceed not to exceed Two Hundred Forty Eight Thousand Three Hundred and Thirty Eight Dollars ($248,338.00).

Section 2. That the Planning, Development and Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement, or Agreement in substantially similar in form, for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

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

_____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		CONSULTANT	
CITY OF JOPLIN, PUBLIC WORKS DEPARTMENT		Name: Deloitte & Touche LLP	
602 S. MAIN STREET JOPLIN, MO 64801		Address: 400 West 15th Street, Suite 1700 Austin, Texas 78701	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Kathryn Schwerdtfeger Partner	
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738	Phone: 512-691-2333	Fax: 512-480-1333

CHANGE ORDER #2
TO WORK AUTHORIZATION NUMBER 2
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Change Order is initiated pursuant to the terms of the Work Authorization #2 dated December 19, 2014 (WA2) of the Master Services Agreement between Deloitte & Touche LLP and the City of Joplin dated August 1, 2014 (the "Agreement").

Change Order Title and/ or Number: WA2 CO2	**Date of Request: 1/20/2016**
Name of Person and Party Requesting Change: Kathryn Schwerdtfeger	

Overview of Change

Amend Exhibit A – Work Authorization Number 2, Section 5 entitled "Budget" as follows:

1. Increase Activity Delivery Costs (ADC) for the Mercy Park project by $158,541.00. Proposed change is a result of Joplin City Council approving an additional $1,500,000 for Mercy Park (from $3,400,000 to $4,900,000). Additional project budget caused an increase in design and engineering costs, Environmental Assessment (EA), property acquisition administration costs, and interim project management services.
2. Increase Activity Delivery Costs (ADC) for the Crosslines project by $67,221. Proposed change is a result of Joplin City Council approving an additional $321,302.00 for the Crosslines project. In addition, Subrecipient requires an increased level of oversight due to selected contracting structure.
3. Increase Total Travel Costs line item by $22,576.00.

See Attached Exhibit A- Work Authorization Number 2 – Change Order 2

Additional Cost (i.e., Fee and Expenses) Impact:
There is an overall cost impact to WA2, of $248,338 as a result of line items 1 through 3.

Exhibit A – Work Authorization Number 2 Section 5 - Budget is modified as follows:

The grant budget line-item amounts below shall be applicable only to expense incurred during the following **Applicable Period:** **BEGIN: November 23, 2015** **END: December 31, 2016**			
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY**	**VALUE**	**TOTAL PROJECT**

25	Activity Delivery Costs (ADC)/Project-Specific Costs		**$225,762.00**
	Planning Costs		**$0.00**
	Program Administration Costs		**$0.00**
	Travel Costs (Administration Costs)		**$22,576.00**
26	**GRAND TOTAL**		**$248,338.00**

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

Consultant: Deloitte & Touche LLP

By: _____
Kathryn Schwerdfeger
Partner

Date: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase,
Director of Finance

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander
Planning, Development, & Neighborhood Services
Director

Date: _____

APPROVED AS TO FORM

Date: _____

_____
Peter Edwards,
City Attorney

Date: _____

By: _____
Sam Anselm
City Manager

Date: _____

APPENDIX A: Change Order Detail

Mercy Park Change Order Description	Value
Design & Engineering Costs to-date	$475,531
Consultant Costs to-date	$227,976
Cost to-date	$703,507
Projected Construction Administration Cost	$32,344
Projected Consultant Cost	$30,000
Projected Cost	$62,344
Total Costs	$765,851
Current Work Authorization Value	$607,310
Mercy Park Change Order Value	**$158,541**

Crosslines Change Order Description	Value
Consultant Costs to-date	$124,531
Projected Consultant Cost	$60,480
Total Costs	$185,011
Current Work Authorization Value	$117,790
Crosslines Change Order Value	**$67,221**

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: February 1, 2016

Item: Amendment Number 6 to the Round 1 Professional Services Agreement With Deloitte Financial Advisory Services LLP
Originating Department: Planning and Community Development

Attachments: 1) Change Order Number 6 to the Professional Services Agreement
2) Council Bill No. 2016-403

Department Head: Troy Bolander
City Attorney: Peter Edwards
City Manager: Samuel Anselm
Finance Department: Leslie Haase

Recommended Action: Approval of Council Bill 2016-403 for the execution of Amendment Number 6 to the Professional Services Agreement with Deloitte Financial Advisory Services LLP to provide for implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

Background: The City of Joplin entered into a consulting agreement with Deloitte Financial Advisory Services LLP on August 22, 2013 to provide administrative and consulting services for the $45 million first round of Community Development Block Grant – Disaster Recovery funding received by the City. The City of Joplin has submitted to HUD amendments to the initial action plan in the total amount of $45.0 million of the $45.0 million.

Discussion: On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. Several projects are underway and have implementation (activity delivery costs), including Trails, Affordable Senior Housing, and 23rd Street and sanitary sewer for Crossroads. Other approved projects will come on line as action plan amendments are submitted to HUD and will require the same delivery administration costs.

Activity Delivery Costs are those costs that are directly carried out for specific projects and can include environmental assessments, stakeholder meetings, agreement development, requests for release of funds, procurement and oversight. Estimated activity delivery costs that will be incurred by City staff and Consultant staff have been included in the Capital Plan budgets approved by City Council on July 6, 2015.

General Administration Costs are those administrative costs that are attributable to the overall reporting, compliance, monitoring, and financial record keeping of the grant as a whole.

This Amendment provides $80,000 for activity delivery costs which are part of the direct implementation of projects including the above projects, $120,000 for planning costs, $20,000 for general administration, and $22,000 in travel expenses for a total of $242,000, effective through December 31, 2016.

Recommendation: Approve the execution of Amendment Number 6 to the Professional Services Agreement for Professional Administrative and Consulting Services with Deloitte Financial Advisory Services LLP in an amount not to exceed $242,000.00 with an emergency clause.

This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

COUNCIL BILL NO. 2016-403 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to execute Amendment Number 6 to the Professional Services Agreement for Professional Administrative Consulting Services with Deloitte Financial Advisory Services to provide implementation and administrative activities, not to exceed Two Hundred and Forty Two Thousand Dollars ($242,000.00) and authorizing the Director of Planning, Development and Neighborhood Services to execute said Agreement; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City execute Amendment Number 6 to the Professional Services Agreement for Professional Administrative Consulting Services between the City of Joplin and Deloitte Financial Advisory Services LLP to provide planning and administrative activities, not to exceed not to exceed Two Hundred and Forty Two Thousand Dollars ($242,000.00).

Section 2. That the Planning, Development and Neighborhood Services Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement, or Agreement in substantially similar in form, for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

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

_____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Sixth Amendment to the Community Development Block Grant – Disaster Recovery Administration Contract between
City of Joplin and Deloitte Financial Advisory Services LLP

This sixth amendment to the Community Development Block Grant – Disaster Recovery (CDBG-DR) Administration Contract between the City of Joplin and Deloitte Financial Advisory Services LLP for Activity Delivery Costs that will be incurred is made and entered into as of ____ day of _____, 2016.

RECITALS:

A. The parties desire to amend the Agreement.

B. Increase the amount to be reimbursed by $242,000.00 in CDBG-DR funds for Activity Delivery Costs that will be incurred by Deloitte Financial Advisory Services LLP.

IN WHITNESS WHEREOF, the parties have executed this amendment as to the date written above.

City of Joplin, Missouri A Municipal Corporation	Deloitte Financial Advisory Services LLP
_____	_____
Troy Bolander Director Planning, Development and Neighborhood Services	Kathryn Schwerdtfeger Partner Deloitte & Touche LLP

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: FEBRUARY 1, 2016

ITEM: COUNCIL BILL NO. 2016-500
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2014-2015 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Of the general fund items, unless specified below, all of the items are amendments within the division, while the entire department is under budget.
- The TIF reimbursable costs are an increase over the original adopted budget. However, these costs are reimbursed by the developer.
- The increase to the parks fund subsidy of $625,000 is an increase over the original budget. This is in addition to the budget amendment in October where the subsidy to the parks fund was increased by $300,000. Of the total additional $925,000 increase, Stadium maintenance is an increase of $109,000 in actual expenditures. This amount will be transferred from the parking fund during FY 2016. The actual expenditures for the electric charges at Memorial Hall increased by $90,000. The actual expenditures for the Athletic Complex are $85,000 more than the original budget, while the Grounds Maintenance expenditures are $210,000 more than the original budget. The remaining divisions within the parks fund are $17,000 over budget, which is the renovation to the Museum approved in a prior year. The remaining increase to the subsidy is the result of prior years' operating losses. This transfer will dip into unrestricted general fund reserves by nearly $434,000.
- Transfer from the parking fund to the Joe Becker Construction Fund to close out the last construction payments.
- In the CVB fund, hotel/motel taxes were higher than budgeted, so the payment to the Joplin Sports Authority was higher than the budget.
- In the Health Fund, the City is given certain vaccines through the State and the value of the vaccines was higher than budgeted. The remaining item is an

amendment within the division. There are revenues to offset these amounts.

- In the Parks Fund, the electric charges for Memorial Hall were higher than budgeted, along with repairs to Memorial Hall. The parks department received a TRIM grant that was not budgeted. There is revenue to offset a portion of these grant expenditures.
- In the SWM Fund, the collections and remittances to the trash company were higher than budgeted. There is revenue to offset this amount. Additionally, the annexation payment was higher than budgeted.
- In the TST Fund, the actual TIF payments to the developer were higher than budgeted. This is a reduction of the sales tax collections.
- In the Community Development Fund, planning activities related to the second round of CDBG-DR funds were higher than budgeted. There is revenue to offset this amount.
- In the Sewer Fund, electric charges and depreciation expense were higher than budgeted.
- In the Public Parking fund, some expenses were higher than budgeted. Additionally, there is a transfer to close out the Joe Becker Construction fund.
- In the Health Insurance fund, claims and accrued claims were higher than budgeted.
- In the Emergency Communications fund, wages and depreciation expense is higher than anticipated.
- In the JRC fund, the budget is being amended for the city administration fee and the amortization of the land lease.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $2,654,700.00.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2016-500 ORDINANCE NO.

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, to adjust appropriations in various funds and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2014-177 on October 20, 2014, which estimated revenues and appropriated funds for the fiscal year 2014-2015, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing appropriations by the total amount of Two Million Six Hundred Fifty-Four Thousand Seven Hundred Dollars and No Cents ($2,654,700.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for the past fiscal year and as such shall become effective immediately upon its passage.

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

of _____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2014-2015 ADOPTED BUDGET
24-Jan-15

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	HR Administrative	001-1201-500-6010	Conferences & Seminars	$	-	1,000
	HR Personnel Services	001-1202-500-7015	Advertising			1,000
	Finance Administrative	001-2001-500-1615	FICA Expense			3,000
	TIF Reimbursable Costs	001-2015-500-5020	Accounting Service Fees			13,000
	PW Administrative	001-4501-520-1615	FICA Expense			2,000
	Building Regulations	001-4503-520-1605	Health Insurance			3,000
	Police Patrol	001-5502-510-2050	Operational Supplies			3,000
	Police Investigations	001-5503-510-1610	Worker's Compensation			5,000
	Police Investigations	001-5503-510-3015	Telephone Services			2,000
	Police Investigations	001-5503-510-5270	Interpreter Services			5,000
	Police Federal Grants	001-5590-510-2050	Operational Supplies			30,000
	Police Local Grants	001-5593-510-1010	Regular Wages			5,000
	Fire Public Safety	001-6075-510-1720	Employee Recruitment			5,000
	Parks Fund Subsidy	001-9003-500-9015	Parks Subsidy from General Fund			625,000
	Joe Becker Const Subsidy	001-9003-500-9998	Joe Becker Construction		-	125,000
	Total General Fund			$	-	828,000
105	CVB Fund					
	CVB Special Projects	105-4080-560-7426	Joplin Sports Authority	$	-	10,000
	Total CVB Fund			$	-	10,000
110	Health Fund					
	Medical Services	110-3504-550-5085	DHSS Vaccine Program	$	-	28,000
	Public Health Preparedness	110-3507-550-1110	Regular Part-Time			3,000
	Total Health Fund			$	-	31,000
115	Parks Fund					
	Memorial Hall	115-6513-560-3005	Electric Charges	$	-	106,000
	Memorial Hall	115-6513-560-4105	Property Repairs			4,000
	State Grants	115-6591-560-6105	Dues & Memberships			1,500
	Total Parks Fund			$	-	111,500
120	SWM Fund					
	Planning & Mgmt Admin	120-4510-540-5035	Property Tax Services	$	-	1,000
	Trash Services	120-4515-540-5030	WW/Trash Administration			200,000
	Total SWM Fund			$	-	201,000
140	TST Fund					
	Transfers	140-9003-530-9805	TIF Tax Payment	$	-	15,000
	Total TST Fund			$	-	15,000
150	Community Development Fund					
	CDBG-DR II	150-1518-570-7508	Planning Activities	$	-	650,000
	Total Community Development Fund			$	-	650,000

415	Sanitary Sewer Fund					
	Sewer Treatment	415-4541-540-3005	Electric Charges	$		50,000
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			50,000
	Total Sanitary Sewer Fund			$	-	100,000
425	Public Parking Fund					
	Public Parking	425-2020-500-1805	OPEB Benefit Expense	$		1,200
	Public Parking	425-2020-500-4210	Central Garage Repairs			2,000
	Public Parking	425-2020-500-9999	Transfer to General Fund			125,000
	Total Public Parking Fund			$	-	128,200
510	Health Self-Insurance Fund					
	Health Self-Insurance	510-7504-500-5305	Judgments & Claims	$	-	400,000
	Total Health Self-Insurance Fund			$	-	400,000
520	Emergency Communications Fund					
	Communications	520-8502-510-1010	Regular Wages	$		20,000
	Communications	520-8502-510-7125	Depreciation Expense			30,000
	Total Emergency Communications Fund			$	-	50,000
710	Joplin Redevelopment Corp Fund					
	TIF Projects	710-1710-500-7079	City Administrative Fee	$		30,000
	TIF Projects	710-1710-500-8125	Land Lease Amortization			100,000
	Total Joplin Redevelopment Corp Fund			$	-	130,000
	Grand Total			$	-	2,654,700

COUNCIL BILL NO. 2016-600 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a five year lease agreement with VGM Financial Services, a division of TCF National Bank, for the leasing of golf course equipment to the City of Joplin in the amount of One Hundred Thirty Nine Thousand Eight Hundred Thirty One and 00/100 Dollars ($139,831.00); authorizing the City Manager to execute said Agreement 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 Agreement by and between the City of Joplin, Missouri, and VGM Financial Services, a division of TCF National Bank, leasing golf course equipment to the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "1", be and the same is hereby, approved in the same or substantially similar form.

Section 2. That the competitive bidding element has already been conducted by a different public agency, the National Joint Powers Alliance ("NJPA") Cooperative. The State of Missouri recognizes the NJPA as an alternative for local and state agencies. Therefore, the City Council deems that competitive bidding for the agreement with VGM Financial Services, a division of TCF National Bank, to be inappropriate in this circumstance.

Section 3. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 4. That the City hereby declares that this Ordinance, dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Agreement is a general appropriation ordinance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
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: February 1, 2016
ITEM: Council Bill No. 2016-600 approving a lease agreement for golf course equipment

ORIGINATING DEPARTMENT: Parks and Recreation
ATTACHMENTS: Council Bill No. 2016-600; Attachments A, B, C, & D

DEPARTMENT HEAD: Scott Garrie
CITY MANAGER: Sam Anselm
LEGAL: Peter Edwards

INTRODUCTION:
Council Bill No.2016-600 approves a five year lease agreement between Kansas Golf and Turf (a Jacobsen Dealer) through VGM Financial Services, a division of TCF National Bank, and the City of Joplin, MO for the leasing of golf course equipment at Schifferdecker Golf Course beginning March 1, 2016 in the amount of $2,326.35/mo. paid for out of the Golf Course Fund utilizing the National Joint Powers Alliance Cooperative Purchase contract #070313-JCS for public agencies.

DISCUSSION: Council approved a green fee rate increase for Schifferdecker Golf Course in the amount of $0.75 per nine holes of play, or $1.50 per 18 rounds, effective January 1, 2016, for the purpose of leasing golf course equipment, not to exceed $2,700 per month. This is budgeted for the current 2015-2016 fiscal year. This lease is to obtain the equipment as a result of the dedicated rate increase.

NJPA contracts are advertised and awarded as cooperative contracts for utilization by all government and nonprofit agencies. NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law.

NJPA is a public corporation serving as a municipal contracting agency operating under the legislative authority of the State of Minnesota. In addition to the City, other area members of the NJPA include: the Joplin Chamber of Commerce, MSSU, Joplin R-8 Schools, and the Joplin Housing Authority. The NJPA is also recognized as a valid governmental cooperative purchasing program and a legal governmental entity by the Office of Administration for the State of Missouri, Department of Purchasing and Materials Management. As a member of the NJPA (Member #33590), and in accordance with the City of Joplin Purchasing and Procurement Policies and Procedures, Purchase Order and Bidding Requirements, Section H., the Parks and Recreation Department wishes to utilize NJPA contract for the replacement of golf course equipment that has reached the end of its useful and economic life.

The competitive processes conducted by the NJPA cooperative is sufficient to protect the public

interest and that the total cost of the golf maintenance equipment is less than could be obtained by conducting an independent city process at this time. The NJPA cooperative equipment saves the city 28% on the cost of the equipment if independently bid out, and the NJPA cooperative scored Jacobsen the highest on pricing when compared to other 16 companies. Furthermore, due to territory rights between dealers and their companies, companies assign a specific dealer to our area, Kansas Golf and Turf, so the number of dealers that would bid on the equipment would be limited to our assigned territory dealer only.

RECOMMENDATION:

It is recommended that Council Bill 2016-600 be passed on an Emergency basis in that this Ordinance, dealing generally with any general appropriation ordinance, is an emergency within the meaning of Section 2.12 (4) 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. City Attorney has signed this council bill, but makes no recommendation to the Council.

Attachments

Master Lease

The "Master Lease": Master Lease Number **690743** Dated **January 6, 2016**	
"Lessee"	
City of Joplin, 602 S Main Street, Joplin, MO 64801	
Fax:**(417) 625-4756**	E-mail:
"Lessor"	
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax:**319-833-4577**	E-mail: **customerservice@financediv.com**

Master Lease Terms and Conditions

1. LEASE. Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. TERM. The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be determined based on the date that the final Item thereunder is delivered to and accepted by Lessee. If the final Item is delivered and accepted between the 1st and the 15th days of a month, the Commencement Date is the 15th day of such month; if the final Item is delivered and accepted between the 16th and the last days of a month, the Commencement Date is the 1st day of the following month. The term of this Lease may be extended as provided in the applicable Schedule.

3. PAYMENTS. Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the total cost of the Equipment paid by Lessor (including all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts, the "Final Cost") applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the Final Cost is more or less than the estimated cost of the Equipment, each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such Final Cost had been equal to such estimated cost of the Equipment. Lessee agrees that the Schedule will be amended to reflect the and adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. The Rent Payment in the Schedule has been indexed to the LIBOR Swap Rate (fixed rate swap for floating 90-day LIBOR) for a similar term to the Initial Term, interpolated as necessary. If such Swap Rate as of the date the final Item is accepted is more than the Swap Rate as of the date hereof, Lessor may increase the Rent Payment accordingly, and on or before the Commencement Date, Lessee will sign an amendment reflecting such increase. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. USE; REPAIRS. Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. RETURN. Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancelation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowling damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purhcase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Final Cost related to the Item. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. DISCLAIMERS. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. INDEMNITY. To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. LOSS. Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. INSURANCE. With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of $1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. DEFAULT. Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor consolidates with, merges into or transfers all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. REMEDIES. At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. NON-CANCELABLE, UNCONDITIONAL OBLIGATION. This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee; and (iii) this Lease is made under Minn. Stat. Sec. 334.022. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancelation or termination of this Lease.

14. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-

Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS. Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY). At the end of the Initial Term, Lessee shall remit to Lessor $5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. **GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF MINNESOTA FOR RESOLUTION OF ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THIS LEASE OR ANY TRANSACTION CONTEMPLATED HEREBY. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.**

18. MISCELLANEOUS. This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. In Lessor's sole discretion, this Lease and related documents may be electronically copied and/or delivered by facsimile, telecopier or other electronic means of transmission ("e-copy") and the e-copy of any document or the printed version thereof shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original signature. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancelation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Our institution complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

Wherever the name VGM Financial Services is used in the Agreement or any document relating to this Agreement, said name refers to VGM Financial Services, a division of TCF National Bank

Lessor:	VGM Financial Services, a division of TCF National Bank	By: _____	Operations T.C.
Lessee:	City of Joplin	By: _____	Samuel Anselm, City Manager

Amendment to Contract

Date: January 15, 2016
The "Contract": **Master Lease Number 690743** Dated **January 6, 2016**
"Lessee"
City of Joplin, 602 S Main Street, Joplin, MO 64801
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.
Upon execution of this Amendment by Lessor and Lessee, the Contract is hereby amended as follows:

1. **Section 9; INSURANCE:** Section 9 is hereby amended to be deleted in its entirety and replaced with the following:

   "Lessee shall self-insure against physical loss or damage to the Equipment, as defined in the Contract, to the same extent it self-insures equipment and other goods which it owns that are similar in nature to the Equipment, provided such self-insurance program is not inconsistent with prudent industry practice. Lessee shall deliver to Lessor a self-insurance certificate with respect to Equipment which Lessee will self-insure, in a form acceptable to Lessor and substantially in the form attached to this Master Lease. In the event (a) Lessee ceases to be self-insured or elects not to be self-insured with respect to a specific item of Equipment, then Lessee shall immediately procure and maintain insurance as required by Lessor in its sole and reasonable discretion."

2. **Section 14; TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** Sentence one (1) of Section 14 is hereby amended to delete the following language:

   ", including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made".

   And sentence two (2) is hereby amended to delete the following language:

   "and Lessee does not otherwise have funds available to lawfully pay the Lease payments"

3. **Section 17; GOVERNING LAW; JURY TRIAL WAIVER:** Section 17 is hereby amended to delete all references to "MINNESOTA" and to replace each occurrence with "MISSOURI".

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor:	VGM Financial Services, a division of TCF National Bank	By: _____	Operations T.C.
Lessee:	City of Joplin	By: _____	Samuel Anselm, City Manager

The "Contract": **Equipment Schedule Number 004-0690743-100 Dated January 6, 2016 to Master Lease Number 690743L Dated January 6, 2016**
"Lessee"
City of Joplin, 602 S Main Street, Joplin, MO 64801
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

SELF-INSURANCE CERTIFICATE – PROPERTY DAMAGE

To Lessor:

This is to acknowledge that the above-referenced Lessee is under a self-insurance program for physical loss or damage with respect to the Equipment described in the Contract between Lessee and Lessor, for any loss or damage to the Equipment. Lessee further certifies that it will notify Lessor in writing, via certified mail, in the event of any theft, loss, damage or other casualty to the Equipment within 48 hours of the date of such occurrence.

Dated as of _____

LesseeCity of Joplin

By: _____

Title: _____

Turf Equipment Schedule
(Fair Market Value Purchase Option)

The "Lease":	**Equipment Schedule Number 004-0690743-100 Dated January 6, 2016 to Master Lease Number 690743L Dated January 6, 2016**
"Lessee":	**City of Joplin, 602 S Main Street, Joplin, MO 64801**
Contact: **Samuel Anselm**	Phone: **(417) 627-8879**
"Lessor":	**VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
_____	**60** Months	**Monthly**	**$2,326.35** plus applicable taxes except financed sales tax included in the Final Cost	**$2,326.35** For Installments(s): **First**	**N/A**	**N/A**

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):	**MAXIMUM HOURS:**
506 S Schifferdecker Ave, Joplin, MO 64801: **(3) Jacobsen GKIV Plus Mowers, (1) Jacobsen R-311T Wide Area Mower with any and all attachments or accessories**	**600/Year**

Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancelation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
5. If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
6. This Schedule may, in Lessor's sole discretion, be delivered by facsimile or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original signature of Lessor and be marked "Original". Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature. If this Schedule constitutes chattel paper, a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor.

Lessor:	VGM Financial Services, a division of TCF National Bank	By: _____	Operations T.C.
Lessee:	City of Joplin	By: _____	Samuel Anselm, City Manager

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Joplin
602 S Main Street,
Joplin, MO 64801

Lessor: VGM Financial Services, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 004-0690743-100, dated as of January 6, 2016, by and between City of Joplin and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Missouri (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.

3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

CERTIFICATE OF INCUMBENCY
LEASE-PURCHASE AGREEMENT NO. 004-0690743-100
DATED AS OF January 6, 2016

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Joplin (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Missouri, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20____.

Signed:_____

Title:_____

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.

Delivery and Acceptance

"Lessee"
City of Joplin, 602 S Main Street, Joplin, MO 64801
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease **004-0690743-100** dated **January 6, 2016** (the "Lease")**.**

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: City of Joplin By: _____ Title:_____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

Invoice

Date of Invoice: 01/06/2016
Application Number: 291046
Contract Number: 004-0690743-100

To: City of Joplin
602 S Main Street
Joplin, MO 64801

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	$2,326.35	$0.00		$2,326.35
Last Payment in Advance	$0.00	$0.00		$0.00
			$0.00	$0.00

Sub Total **$2,326.35**

Other Fees/Charges

Fee Description	Amount
Documentation Fee	$250.00

Other Fees/Charges Sub Total **$250.00**

Invoice Total Due

Invoice Total Due	**$2,576.35**

Remit Payment with Completed Documents to:

866-465-3149
OR
VGM Financial Services, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Reset Form | Print Form

Form **149**

Missouri Department of Revenue

Sales and Use Tax Exemption Certificate

Caution to seller: In order for the certificate to be accepted in good faith by the seller, the seller must exercise care that the property being sold is exempt. When a purchaser is claiming an exemption for purchases of items that qualify for the full manufacturing exemption and other items that only qualify for the partial manufacturing exemption, the seller must make certain the correct amount of tax is charged for each item purchased.

Purchaser

Name	Telephone Number (___ ___ ___)___ ___ ___-___ ___ ___ ___	Missouri Tax I.D. Number
Contact Person	Doing Business As Name (DBA)	
Address	City / State / Zip Code	
Describe product or services purchased exempt from tax		
Type of business		

Seller

Name	Telephone Number (___ ___ ___)___ ___ ___-___ ___ ___ ___	Contact Person
Doing Business As Name (DBA)	Address	
City / State / Zip Code		

Resale - Exclusion From Sales or Use Tax

- ☐ Purchases of Tangible Personal Property for resale: *Retailer's State Tax ID Number* _____ *Home State* _____ (Missouri Retailers must have a Missouri Tax I.D. Number)
- ☐ Purchases of Taxable Services for resale (see list of taxable services in instructions) *Retailer's Missouri Tax I.D. Number* _____. (Resale certificate cannot be taken by seller in good faith unless the purchaser is registered in Missouri)
- ☐ Purchases by Manufacturer or Wholesaler for Wholesale: *Home State:* _____ (Missouri Tax I.D. Number may not be required)
- ☐ Purchases by Motor Vehicle Dealer: *Missouri Dealer License Number* _____ (Only for parts that will be used on vehicles being resold) (An Exemption Certificate for Tire and Lead-Acid Battery Fee (Form 149T) is required for tire and battery fees)

Manufacturing Full Exemptions

These apply to state and local sales and use tax.

- ☐ Ingredient or Component Part
- ☐ Manufacturing Machinery, Equipment, and Parts
- ☐ Material Recovery Processing
- ☐ Plant Expansion
- ☐ Research and Development of Agricultural Biotechnology Products and Plant Genomics Products and Prescription Pharmaceuticals

Manufacturing Partial Exemptions

These only apply to state tax (4.225%) and local use tax, but not sales tax. The seller must collect and report local sales taxes imposed by political subdivisions.

- ☐ Research and Development
- ☐ Manufacturing Chemicals and Materials
- ☐ Machinery and Equipment Used or Consumed in Manufacturing
- ☐ Materials, Chemicals, Machinery, and Equipment Used or Consumed in Material Recovery Processing Plant
- ☐ Utilities or Energy and Water Used or Consumed in Manufacturing (Must complete below)

Purchaser's Manufacturing Percentage _____ % Purchaser's Square Footage _____

Other

- ☐ Agricultural
- ☐ Common Carrier (Attach **Form 5095**)
- ☐ Locomotive Fuel
- ☐ Air and Water Pollution Control, Machinery, Equipment, Appliances and Devices
- ☐ Commercial Motor Vehicles or Trailers Greater than 54,000 Pounds (Attach **Form 5435**)
- ☐ Other _____

Signature

Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Signature (Purchaser or Purchaser's Agent)	Title	Date (MM/DD/YYYY)
		__ __ /__ __ /__ __ __ __

Form 149 (Revised 12-2013)

If you have questions, please contact the Department of Revenue at:

Phone: (573) 751-2836
TTY: (800) 735-2966
E-mail: salestaxexemptions@dor.mo.gov

Visit **http://www.dor.mo.gov/business/sales/sales-use-exemptions.php** for additional information.

Sales or Use Tax Exemption Certificate (Form 149) Instructions

Resale - Exclusion From Sales or Use Tax

Select the appropriate box for the type of exemption to be claimed and complete any additional information requested.

- Purchases of Tangible Personal Property for resale: Retailers that are purchasing tangible personal property for resale purposes are exempt from sales or use tax.
  The purchaser's state tax ID number can be found on the Missouri Retail License or out of state registration for retail sales.
- Purchases of Taxable Services for resale: Purchasers for resale must have a Missouri retail license in order to claim resale of taxable services in Missouri. A taxable service includes sales of restaurants, hotels, motels, places of amusement, recreation, entertainment, games and athletic events not at arms length, and sales of telecommunications and utilities (see **Section 144.018, RSMo**).
- Purchases by Manufacturer or Wholesaler for Wholesale: A Missouri Tax I.D. Number is not required to claim this exclusion.
- Purchaser's Home State: Provide the state in which purchaser is located and registered.
- Purchases by Motor Vehicle Dealer: A motor vehicle dealer who is purchasing parts for the repair of a vehicle being resold is exempt from sales or use tax. The dealer's license is issued by the Missouri Motor Vehicle Bureau or by the out of state registration authority that issues such licenses.

Manufacturing - Full Exemptions

Check the appropriate box for the type of exemption to be claimed. All items selected in this section are exempt from state and local sales and use tax under **Section 144.030, RSMo**.

- Ingredient or Component Parts: This exemption includes materials, manufactured goods, machinery, and parts that become a part of the final product. To qualify, the product must ultimately be subject to sales or use tax, or its equivalent, in Missouri or other states.
- Manufacturing Machinery, Equipment and Parts: This exemption includes only machinery and equipment and their parts that are used directly in manufacturing a product. To qualify, the product must ultimately be subject to sales or use tax, or its equivalent, in Missouri or other states.
- Material Recovery Processing: This exemption includes machinery and equipment used to establish new or to replace existing material recovery processing plants. See **Sections 144.030.2(5) and (32), RSMo**, for a definition of, and exemptions for, material recovery processing.
- Plant Expansion: This exemption includes machinery, equipment, and parts and the materials and supplies solely required for installing or constructing the machinery and equipment, used to establish new or to expand existing Missouri manufacturing, mining, or fabricating plants. To qualify, the machinery must be used directly in manufacturing, mining or fabricating a product that is ultimately subject to sales or use tax, or its equivalent, in Missouri or other states.
- Research and Development of Agricultural Biotechnology Products and Plant Genomics Products and Prescription Pharmaceuticals: This exemption is specifically authorized in **Section 144.030.2(34), RSMo**, and exempts any tangible personal property used or consumed directly or exclusively in research and development of agricultural, biotechnology, and plant genomics products and prescription pharmaceuticals consumed by humans or animals.

Manufacturing - Partial Exemptions

Check the appropriate box for the type of exemption to be claimed according to **Section 144.054, RSMo**. All items in this section are exempt from state sales and use tax and local use tax, but are still subject to local sales tax. **Section 144.054, RSMo**, exempts electrical energy and gas (natural, artificial and propane), water, coal, energy sources, chemicals, machinery, equipment and materials used or consumed in manufacturing, processing, compounding, mining or producing any product. These same items are exempt if used or consumed in processing recovered materials. To qualify for this exemption, the item must be used or consumed and does not have the same requirement of direct use that is required in **Section 144.030, RSMo**. Additionally, the manufactured product is not required to be ultimately subject to tax.

- Research and Development: Check this box if the exemption is for the research and development related to manufacturing, processing, compounding or producing a product.
- Manufacturing Chemicals and Materials: Check this box if the exemption is for chemicals or materials used or consumed in manufacturing, processing, compounding or producing a product.
- Machinery and Equipment Used or Consumed in Manufacturing: Check this box if the exemption is for machinery or equipment used or consumed in manufacturing, processing, compounding or producing a product.
- Materials, Chemicals, Machinery, and Equipment Used or Consumed in Material Recovery Processing Plant: Check this box if the exemption is for material recovery processing.
- Utilities or Energy and Water Used or Consumed in Manufacturing: If claiming utilities (electrical energy, gas or water), record account numbers, meter numbers, or other information as required by the vendor. All purchasers who are claiming an exemption for energy use must provide the amount of energy use which is related to manufacturing in the space provided and also select the method by which this percentage was obtained.

Other

- Agricultural: Farm machinery and equipment are exempt from tax if used exclusively for agricultural purposes, used on land owned or leased for the purpose of producing farm products, and used directly in the production of farm products to be ultimately sold at retail. The sale of grains to be converted into foodstuffs or seed, and limestone, fertilizer, and herbicides used in connection with the growth or production of crops, livestock or poultry is exempt from tax. The sale of livestock, animals or poultry used for breeding or feeding purposes, feed for livestock or poultry, feed additives, medications or vaccines administered to livestock or poultry in the production of food or fiber, and sales of pesticides and herbicides used in the production of aquaculture, livestock or poultry are exempt from tax. All sales of fencing materials used for agricultural purposes and the purchase of motor fuel are exempt from tax.
- Common Carrier: Materials, replacement parts and equipment purchased for use directly upon, and for the repair and maintenance or manufacture of, motor vehicles, watercraft, railroad rolling stock or aircraft engaged as common carriers of persons or property. See **Section 144.030.2(3), RSMo**. Attach completed Form 5095.
- Locomotive Fuel: Fuel purchased for use in a locomotive that is a common carrier is exempt from sales and use tax.
- Air and Water Pollution Control Machinery, Equipment, Appliances and Devices: Machinery, equipment, appliances and devices purchased or leased and used solely for the purpose of preventing, abating or monitoring water and air pollution, and materials and supplies solely required for the installation, construction or reconstruction of such machinery, equipment, appliances and devices. See **Sections 144.030.2(15) and (16), RSMo**.
- Commercial Motor Vehicles or Trailers Greater Than 54,000 Pounds: Motor vehicles registered for and capable of pulling in excess of 54,000 pounds and their trailers actually used in the normal course of business to haul property on the public highways of the state are exempt from tax. The purchase of materials, replacement parts, and equipment used directly on, for the repair of and maintenance or manufacture of these vehicles is also exempt. See **Section 144.030.2(4), RSMo**.
- Other: Exemptions not listed on this sheet, but are provided by statute. Provide explanation of exemption being claimed. See Chapter 144 of the Missouri Revised Statutes for exemption **http://www.moga.mo.gov/statutes/c144.htm**.

Jeremiah W. (Jay) Nixon
Governor

Kelvin Simmons
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 Fax: (573) 526-9817
TTD: (800) 735-2966 Voice: (800) 735-2466
www.oa.mo.gov/purch

James Miluski
Director

June 23, 2009

Mike Hajek
National Joint Powers Alliance
Director of Business Development and Marketing
200 First Street NE
Staples, MN 56479

Dear Sir:

I am in receipt of your recent correspondence regarding the National Joint Powers Alliance (NJPA). After reviewing your letter and the accompanying documentation, it is my opinion that the NJPA is a legal governmental entity and a valid governmental cooperative purchasing program.

I can specifically state that under RSMo 34.046, the Division of Purchasing and Materials Management could participate in the utilization of NJPA contracts if it was determined to be in the best interests of the State of Missouri.

I'm unaware of any prohibition that would not allow local governments in Missouri from considering utilization of NJPA contracts provided their local ordinances allowed such utilization.

Sincerely,

James Miluski, CPPO
Director

FORM D Formal Offering of Proposal (To be completed Only by Proposer)

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Jacobsen, a Division of Textron Inc. Date: July 27, 2013

Company Address: 11108 Quality Drive

City: Charlotte State: North Carolina
Zip: 28273

Contact Person: Art Petrone Title: Municipal Channel Manager

Authorized Signature (ink only): C. Vernon

(Name printed or typed): Chris Vernon

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Jacobsen, a Division of Textron
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be August 20, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 20th day of August 2013 **NJPA Contract Number # 070313** -JCS

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 20th day of August 2013 **NJPA Contract Number # 070313** -JCS

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Jacobsen, a Division of Textron

Vendor Authorized signature: _____ Chris Vernon
(Name printed or typed)

Title: VP Marketing

Executed this 27th day of June 2013 **NJPA Contract Number # 070313** -JCS

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Jacobsen, a Division of Textron, Inc. (Vendor)
11108 Quality Drive
Charlotte, NC 28273

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #070313-JCS" for the procurement of Grounds Maintenance with Related Equipment, Accessories and Supplies, and having a maturity date of August 20, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of August 20, 2014 to August 20, 2015.

National Joint Powers Alliance® (NJPA)

By: _____, Its: Executive Director/CEO

Name printed or typed: Chad Coauette

Date 8/5/14

Jacobsen, a Division of Textron, Inc.

By: Rick Stone, Its: VP Sales & Marketing

Name printed or typed: Rick Stone

Date 7-31-14

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Jacobsen, a Division of Textron, Inc. (Vendor)
11108 Quality Drive
Charlotte, NC 28273

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #070313-JCS" for the procurement of Grounds Maintenance with Related Equipment, Accessories and Supplies, and having a maturity date of August 20, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of August 20, 2015 to August 20, 2016.

National Joint Powers Alliance® (NJPA)

By: _____, Its: Executive Director/CEO

Name printed or typed: Chad Coauette

Date 6/4/15

Jacobsen, a Division of Textron, Inc.

By: _____, Its: VP, Sales & Marketing

Name printed or typed: Ric Stone

Date 6-2-15

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

COMMENT AND REVIEW
To the
REQUEST FOR PROPOSAL (RFP) #070313
Entitled
GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

The following advertisement was placed in the Minneapolis, MN Star Tribune on May 15, 2013 and May 22, 2013 and Oregon's Daily Journal of Commerce on May 15, 2013 and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website noticetobidders.com and PublicPurchase.com:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning May 15, 2013 and continuing until June 18, 2013. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until July 2, 2013 at 4:30 p.m. Central Time at the above address and opened July 3, 2013 at 8:00 A.M. Central Time.

RFPs were requested from and distributed to:

Alamo Group (TX) Inc.
Deere and Company
Petersen Industries, Inc.
Vermeer Corporation
Asphalt Aces & Grounds Maintenance
Clintar Landscape Management
Diamond Mowers
JCB, Inc.
Kimball Midwest
Land Pride a div. of Great Plains Mfg. Inc.
Mike Chabra
Morbark Inc.
Novelty Machine & Supply Co.
RDO Equipment
Rocks to Roses Landscaping
Scarab Compost Turners
The Grasshopper Company
Trius, Inc.
Venture Products, Inc.
Cargill, Inc.
Kubota Tractor Corp.
Polaris Industries, Inc.
Ariens
C & B Operations LLC dba Fred Haar Co.
DBi Services
Jacobsen
JLG Industries, Inc.
Kubota Canada
Lesco Distributing
Mobile Hydraulic Equipment Co. LLC
Morris Equipment, LLC
PermaSeal Tire Sealant
Ring-O-Matic
RPM Tech Group
Tenco Inc.
Tiger Corporation
Upper Valley Landscape Inc.

Late Requests were received from:

Wurth USA, Inc.

Prime Vendor, Inc.

Bids were opened on July 3, 2013 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479. Bids were received from the following:

Alamo Group (TX) Inc dba Alamo Industrial
Deere & Company
Diamond Mowers, Inc.
JCB, Inc.
Jacobsen, Inc. A Division of Textron
Kubota Tractor Corp.
Land Pride, A Division of Great Plains Mfg., Inc.
Morbark, Inc.
Moridge Mfg., Inc. dba The Grasshopper Company
Petersen Industries, Inc.
Ring-O-Matic
RPM Tech, Inc
Tenco Industries, Inc.
Tiger Corporation
Venture Products, Inc.
Vermeer

Bids were reviewed by the Proposal Evaluation Committee consisting of:

Ginger Line, CPPB, NJPA Contract Specialist
Gregg Meierhofer, CPPO, NJPA Bids and Contracts Officer
Tracy Plinske, NJPA Contract Specialist
Keith Hanson, NJPA Accounting Manager, CPA
Maureen Knight, NJPA Contracts and Compliance Manager

The findings of the Proposal Evaluation Committee are summarized as follows:

The proposal evaluation team determined that JCB, Inc. and Ring-O-Matic were out of this bid category scope. The evaluation team used the established NJPA RFP evaluation criteria and found all the other responses met the expectations of Level One Responsiveness and Level Two Responsiveness.

Deere & Company, Vermeer and Kubota are very financially solid, have exceptional industry success and experience, and provided very strong overall responses.

Deere offers a broad of high quality grounds maintenance equipment including lawn and garden tractors, professional mowing equipment, zero turn radius mowers, commercial walk behind and front mowers and wide area mowers, utility vehicles, compact utility tractors and attachments, material handling attachments, rotary cutters, golf and turf equipment and frontier equipment at very competitive prices.

Vermeer offers a wide variety of quality products including brush chippers, stump cutters, recycling and forestry equipment including various grinders, screening equipment and compost turners, utility tractor including a variety of trenchers, plows, rock wheels, mini skid steers and attachments, drills, vacuums, piercing tools and other specialty equipment at very competitive prices.

Kubota responded with a large line of quality lawn care equipment including zero turn and front mount and tractor mount mowers, rotary brooms, debris blowers, vegetation maintenance equipment such as sprayers and vehicles to mount these products onto at competitive prices.

Both Deere & Kubota have exceptionally strong dealer forces and ability to service and sell nationally. Vermeer also has a large sales force with a strong ability to service & sell nationally. Deere and Vermeer also provided exceptional marketing plans.

Alamo Industrial and Diamond Mowers submitted strong overall responses and both offered a large sales and service force. Alamo offered a wide variety of products including rotary and flail mowers, tree and brush cutters, ditchers, sickle bars and remote operator controlled system for maintenance at very competitive prices. They also proposed a very good marketing plan and showed a strong ability to service and sell nationally as well as industry experience. Diamond offered a variety of products including boom mowers, rotary mowers, attachments, rail razor, flail mowers, ecoblade system, flexwing mowers, skid-steer and excavator mowers and available options and mounting at competitive pricing. Diamond also exhibited solid industry experience.

Jacobsen, Inc. offered a solid response with highly competitive pricing. Their gas, diesel, electric and hybrid line of course and turf maintenance, zero turn mowers and attachments stand to serve the golf course niche especially well.

Landpride submitted a very strong response with a unique, broad spectrum of attachments for tractor and skid steer related to Ground Maintenance for light duty at very competitive prices. They manufacture over 260 implements and attachments including tractor and skid steer mounted implements including rotary tillers, grooming mowers, overseeders, rotary cutters, rear blades, landscape rakes, snow blowers, zero turn movers and more. They have a strong ability to service and sell nationally as well as industry experience and relationships.

Petersen Industries, Inc. submitted a quality response and offering including products for debris and tree cleanup, products that remove large objects in reconstructions or remodels, loaders, grapples and hoists for loaders, and a knuckle boom loader. They have strong industry experience and success and a good marketing plan.

For these reasons the NJPA Proposal Review Committee recommends award of NJPA #070313 to

Land Pride, a division of Great Plains Manufacturing, Inc.	070313-LPI
Alamo Group (TX) Inc. dba Alamo Industrial	070313-AGI
Diamond Mowers	070313-DMM
Jacobsen, a Division of Textron Inc.	070313-JCS
Petersen Industries, Inc.	070313-PII
Vermeer Corporation	070313-VRM
Deere & Company	070313-DAC
Kubota Tractor Corporation	070313-KBA

Ginger Line, CPPB, Contracts Specialist

8/13/13
Date

Gregg Meierhofer, CPPO, Bids and Contracts Officer — Date: 8-13-13

Tracy Plinske, Contracts Specialist — Date: 8-13-13

Keith Hanson, CPA, Accounting Manager — Date: 8-13-13

Maureen Knight, JD and BBA, Contracts and Compliance Manager — Date: 8-13-13

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

	Possible Points	Alamo Group (TX)	Deere & Company	Diamond Mowers	JCB, Inc.	Jacobsen, Inc	Kubota Tractor Corp	Landpride	Morbark Inc	Moridge Mfg. Inc	Petersen Industries	Ring-O-Matic	RPM Tech, Inc.	Tenco Industries	Tiger Corp	Venture Products	Vermeer
Conformance to terms and conditions to include documentation	50	45	44	44	0	45	44	44	42	41	45	0	42	33	44	44	46
Pricing	400	325	324	321	0	344	321	329	279	294	313	0	319	291	300	278	331
Financial, Industry and Marketplace Successes	75	62	69	62	0	61	68	44	39	44	62	0	56	44	63	42	68
Bidder's Ability to Sell and Service Contract Nationally	100	86	94	85	0	79	93	90	73	80	76	0	73	78	81	85	88
Bidder's Marketing Plan	50	43	45	41	0	39	39	41	39	40	41	0	39	34	39	41	45
Value Added Attributes	75	58	63	57	0	60	61	59	58	60	61	0	58	55	57	56	61
Warranty Coverages and Information	50	43	31	42	0	43	43	43	42	44	44	0	42	41	43	42	42
Selection and Variety of Products and Services Offered	200	173	181	166	0	160	178	178	159	148	149	0	65	78	161	138	173
Total Points	1,000	834	852	819	0	829	846	826	729	749	791	0	693	653	788	724	853

8/13/2013
Ginger Line, CPPB, NJPA

8/13/2013
Tracy Plinske, NJPA

8/13/2013
Keith Hanson, CPA, NJPA

8/13/2013
Maureen Knight, JD, NJPA

8/13/2013
Misty Myers, JD-Attorney, NJPA

8/13/2013
Gregg Meierhofer, CPPO, NJPA

KANSAS GOLF AND TURF

GOLF CARS AND TURF EQUIPMENT

Manny Cervantes
9900 Lackman Rd.
Lenexa, KS 66219
Ph 913-495-5527
Fax 913-495-5531
Cell 913-220-5287

TO: **SchifferDecker Golf Course**
Attn: Rob Welborn

Terms	**Quote Date**
	12/31/2015
Quote Effective Until	
30 days	

PRICE QUOTATION

QTY	MODEL #	DESCRIPTION	Per Unit	SALE PRICE
3	62306	**Jacobsen GKIV Plus**	$19,622.00	**$58,866.00**
		18HP Vanguard		
2	62848	11 Blade Reels	$5,898.00	**$11,796.00**
1	62842	7 Blade Reels	$5,463.00	**$5,463.00**
1	68550	**Set of Verticut**		**$4,093.00**
1	68665	**Set of Quick Rollers**		**$3,257.00**
1	68665	**Set of Spikers**		**$3,062.00**
1	69178	**Jacobsen R-311T Wide Aera Mower**		**$58,383.00**
		65HP Kubota		
1	69174	**Mulch Kit**		**$1,399.00**

NJPA
National Joint Powers Alliance
#070313-JCS

Extended Warranty for 3 x GKIV & R-311 **$4,275.00**

Sub Total **$150,594.00**

Trade In

2	Toro 3150 Greens Mowers	-$4,000.00
1	Set of Vib Rollers & Set of Verticut	-$1,000.00
1	John Deere 2500 Greens Mower	-$1,000.00
1	Toro 4100 Rough Mower	-$4,000.00

Total **$140,594.00**

VGM Golf Finance
12 Standard Payments
FMV Lease
Interst Rate 4.9%

5 Year Lease **Monthly PMT** **$2,326.35**

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: February 1, 2016
ITEM: Council Bill 2016-601 amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing the updating of certain classifications presently in use by the City and containing an emergency clause.

ORIGINATING DEPARTMENT: Parks and Recreation

ATTACHMENTS: Council Bill No. 2016-601, Summary Sheets, Job Descriptions, updated salary admin plan and updated org chart for Parks and Rec.

DEPARTMENT HEAD:	Scott Garrie
CITY MANAGER:	Sam Anselm
CITY ATTORNEY:	Peter Edwards
HUMAN RESOURCES DIRECTOR:	Dave Allgood

SUMMARY:

This Council Bill approves updating classifications and reorganization for Departments within the City of Joplin Classification and Pay System.

DISCUSSION:

The purpose of this council bill is a request to reorganize/realign the parks and recreation department. The goals of reorganizing the department are met by understanding the set of decisions that are critical to the success of the department's strategy and to determine the organizational level at which those decisions should be made and executed to create the most value. If we can align the department's structure with its decisions, then the structure will work better, and the department performance will improve.

The purpose of the new structure is to support and smooth the progress of decisions that will lead to increased efficiency and performance. The changes to the structure and the added position(s) are designed to not negatively impact the budget over time when combined with an anticipated increase in offsetting revenues, and by using untapped Parks/Stormwater Tax dollars that are specifically earmarked for Parks and Recreation personnel. It should also be noted that this reorganization is also made possible by downgrading positions within the department in order to provide additional positions at lower pay levels. Furthermore, the added positions will provide additional access and choice for citizens and expand our program offerings, and improve the quality of service that Joplin Citizens have come to expect.

Items for Council's consideration:

- Prior to adding any new positions, there is a net savings to the department budget of approximately $19,183 with the restructuring of the department.

- With Council approval, the Parks Department would request the addition of a Lead Parks Caretaker, by utilizing the $675,000 of untapped Parks/Stormwater Tax funds that are specifically earmarked for the sole purpose for Parks and Recreation Maintenance. These funds have gone untouched as we are starting year 4 with the P/S Tax.
- With Council approval, the Parks Department would then request the addition of a Recreation Coordinator. This position would be funded by capitalizing on the increased demand via increased revenues by offering additional services and through increase marketing and sponsorship efforts of the Business Development Manager. A few examples of this increased customer demand include the fact that the Parks and Recreation Department exceeded Rec Program revenue budget by $30,867 last fiscal year, and our programs such as soccer have increase in participation by 200% in the past two years.

Attached is an organization chart showing the changes and the financial impact.

RECOMMENDATION:

The Park Board reviewed and recommended these changes at the park board meeting that occurred on October 13, 2015. The Personnel Board approved these changes on January 12, 2016. The Parks and Recreation Director and the City Manager both recommend these changes as well.

COUNCIL BILL NO. 2016-601 **ORDINANCE NO.**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing new classification titles for the Parks and Recreation Department.

WHEREAS, the City Council of the City of Joplin, Missouri, approved and implemented a new Classification and Salary Administration Plan effective November 1, 2012; and

WHEREAS, the City Manager has reviewed the new titles for the Parks and Recreation Department, requesting changes in job descriptions and pay ranges as outlined on the attached spreadsheet as part of a reorganization of the department; and

WHEREAS, the Parks Board and the Personnel Board have reviewed and approved the new classification titles and duties, and have recommended approval of the reorganization of the department; and

WHEREAS, the City Manager has reviewed the Classification and Pay Plan revisions and is recommending these to the Council as stated above; now

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on August 20, 2012 is hereby amended.

Section 2. That the classifications as attached hereto and indicated in the attached "Summary Sheet" are hereby established.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day Of _____, 2016.

_____
Michael L Seibert, Mayor

ATTEST:

Council Bill NO. 2016-601 (continued)

_____

Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

City of Joplin
Council bill 2016-601
1/19/2016

Parks and Recreation Departmental Updated Structure -
SUMMARY SHEET OF CHANGES

Department	Old Position	New Position	Reason for Change	Old pay range	New pay range
Parks and Recreation	Golf/Athletic Field Maintenance Supervisor	**Athletic Faclities Superintendent**	Restructure and realign of the Parks and Recreation department management team to provide a clean and transparent process, allowing all parties to have goals and objectives that focuse on the overall goal of the Department and City. This position supervises a core funcition of the parks and rec department. Also will provide for the position to meet the decison making level and clearly align objectives and duties.	200	**320**
Parks and Recreation	Parks Maintenance Supervisor	**Parks Maintenance Superintendent**	Restructure and realign of the Parks and Recreation department management team to provide a clean and transparent process, allowing all parties to have goals and objectives that focuse on the overall goal of the Department and City. This position supervises a core funcition of the parks and rec department. Also will provide for the position to meet the decison making level and clearly align objectives and duties.	320	**Same**
Parks and Recreation	Parks Facilities Maintenance Supervisor	**Cemeteries Superintendent**	Restructure and realign of the Parks and Recreation department management team to provide a clean and transparent process, allowing all parties to have goals and objectives that focuse on the overall goal of the Department and City. This position supervises a core funcition of the parks and rec department. Also will provide for the position to meet the decison making level and clearly align objectives and duties.	310	**320**
Parks and Recreation	Senior Clerk	**Accounting Specialist**	Restructure - changing from Senior Clerk to Accounting Specialist to Accounting Specialst to meet the dceison making level to clearly align objectives and duties. This position controls and handles many centeral processes related to accounting and finance procedures and practices. The Senior Clerk has been perroming many tasks and carriess many responsiblies that exceed the senior clerk position.	130	**160**
Parks and Recreation	Recreation Supervisor	**Business Development Manager**	Restructure - reclassify position from Recreation Superviosr to Business Development Manager to improve business and revenue generation. This position will focus on creating value for the depamrtment and the Ctiy. This position will handle the departmental accounting, budget and daily business operatins (including RecTrack).	300	**Same**

CITY OF JOPLIN
FINANCIAL IMPACT OF PROPOSED PARKS CHANGES
25-Jan-16

Old Job Title	New Job Title	Change in Pay Range?	YEAR ONE FINANCIAL IMPACT
Previous Changes in Adopted Budget			
Recreation Supervisor	Business Development Manager	Yes, down 30%	(20,602)
Senior Clerk	Recreation Leader	No	-
Athletic Manager	Recreation Coordinator	Yes, Down 46%	(20,348)
Parks Director-Unfilled	Parks Director-Filled	No, but cost down 4%	(943)
Assistant Parks Director-Previous	Assistant Parks Director-Repl	No	4,252
Sub-Total Changes for Adopted Budget			**(37,641)**
Proposed Changes after Reorganization:			
Parks Facilities Maintenance Supervisor	Cemetery Superintendent	Yes, up 4%	3,022
Parks Maintenance Supervisor	Parks Superintendent	No	-
Golf/Athletic Field Maintenance Supervisor	Athletic Facilities Superintendent	Yes, up 21%	9,485
Senior Clerk	Accounting Specialist	Yes, up 12%	4,153
Recreation Leader	Recreation Coordinator	Yes, up 5%	1,798
New Position	Recreation Coordinator	New, use revenues	44,282
Additional Position	Lead Parks Caretaker	New, use P/S Tax	49,840
Sub-Total Proposed Changes			**112,580**
TOTAL FINANCIAL IMPACT OF PROPOSED AND ACTUAL CHANGES			**74,939**

JOB DESCRIPTION
CITY OF JOPLIN
ACCOUNTING SPECIALIST

TITLE: ACCOUNTING SPECIALIST

DEPARTMENT: FINANCE, PUBLIC WORKS, PARKS & RECREATION

DESCRIPTION:

Performs a variety of specialized or technical accounting and bookkeeping functions under general direction. Positions will have the same title and will have an area of expertise so all requirements are itemized below. Reports to their immediate department.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

Provide customer service as necessary. Provide clerical assistance to department members as necessary.

ACCOUNTS PAYABLE

- Prepare all accounts payable payments for the City.
- Review invoices for propriety before payment is issued; including recalculation for mathematical accuracy, adequacy of documentation, appropriateness of items being purchased, accuracy of account coding, sales tax or shipping charges assessed, and presence of proper authorization.
- Match invoices with approved purchase order and receiving documents prior to issuing payment.
- Monitor scheduled invoice payment dates to ensure payment terms are met and cash flow for the City is maintained.
- Enter payment information into accounts payable system for preparation of checks.
- Investigate open, past due invoices and reconcile monthly vendor statements.
- Assist City staff with questions regarding expenditures charged against department budgets.
- Enter positive pay for accounts payable in the electronic banking system.

ACCOUNTS RECEIVABLE

- Prepare all accounts receivable billings and collection of all accounts due to the City.
- Maintain all accounting records and aged listing of delinquent receivables.
- Prepare accounts receivable work paper analysis for management review.
- Monitor delinquent accounts and coordinate collection efforts for all City delinquent fees.
- Document collection efforts and recommend bad debt write-offs to management.
- Review daily cash receipts postings to verify accurate accounts receivable records.
- Print and affix signatures on payroll checks.
- Distribute payroll checks.
- Insure accounts receivable balances are collected in a timely manner.
- Prepare appropriate documentation and file liens against property for delinquent fees as prescribed by City ordinances.
- Maintain records for Special Tax Bills and Special Assessments.
- Prepare daily cash deposit and coordinate delivery to the bank.

CENTRAL CASHIER

- Responsible for central cashiering function for the City.
- Responsible for the collection of monies due to the City, the issuance of receipts for payments received, and to maintain cash receipts files.
- Collect all payments or licenses, fees, and permits.
- Assist with the collection of payments for City programs and activities.
- Verify, balance and post all funds collected by outside City departments.
- Review accuracy of account coding for cash receipts and sufficiency of documentation.
- Handle and respond to all inquiries and complaints from citizens or other outside customers.
- Assist with business license renewals.
- Assist with the collection of delinquent accounts.
- Print and affix signatures and verify backup documentation on accounts payable checks.
- Distribute accounts payable checks.
- Coordinate collection of insufficient fund checks.
- Maintain petty cash fund.
- Responsible for procurement of supplies on behalf of the Finance Department.
- Maintain accounts payable paid invoice files.
- Responsible for Cab Coupon Program sales and record maintenance.

LICENSING & OFFICE SERVICES

- Responsible for the issuance of all business licenses required by the City.
- Responsible for all mail services for the City.
- Insure that all businesses are properly inspected and licensed.
- Coordinate all business license renewals and verifies all requirements have been met prior to issuance of a license.
- Monitor continuing bond and insurance requirements.
- Handle customer complaints about businesses.
- Coordinate distribution of incoming mail.
- Coordinate processing of outgoing mail and other delivery services (UPS, Fed Ex, etc.)
- Accept delivery of certified mail, UPS packages, Federal Express packages and other shipping service deliveries.

PAYROLL CLERK

- Responsible for processing of all wages and benefit payments in compliance with applicable payroll laws, regulations and accounting procedures.
- Insure timely payment of employee wages, timely remittance of employee withholdings, and accurate preparation of required governmental payroll reporting.
- Accountable for maintenance of proper payroll documentation.
- Audit employee timesheets for accuracy and enter employee time and absence data into the payroll system for preparation of biweekly payroll checks.
- Update employee master file for changes in employee deductions, withholdings, address information, garnishments, and account code adjustments.
- Insure all remittances of withholdings and deductions are made in a timely manner and have been reconciled to the general ledger.
- Reconcile payroll reports to the general ledger and prepare payroll work papers for management. Maintain employee payroll files.
- Respond to employee inquiries regarding payroll information.

- Coordinate direct deposit of employee payroll with bank depository.
- Assist the Finance Director with the Policemen's and Firemen's Pension Plan.
- Coordinates initiation of retirement benefits and refunding of contributions for the Policemen's and Firemen's Pension Plan.
- Assists with preparing information for the annual actuarial valuation for the Policemen's and Firemen's Pension Plan.

PURCHASING & GRANTS

- Responsible for grant requests and draw-downs in compliance with the Grant Policy and Procedures.
- Maintain grant and project accounting records.
- Insure the City is in compliance with amounts appropriated and with all provisions of grant agreements, contracts and proper accounting procedures.
- Prepare periodic reports for management relating to the status of grant projects, capital projects, and approved capital outlay.
- Maintain records of expenditures against all City grants, contracts, and projects and insure funds disbursed have appropriate approval, are within approved expenditure limits and are properly accounted for in the general ledger.
- Coordinate the documentation of bids, preparation of purchase orders and insures all procurement is accomplished following all applicable laws, pronouncements and commonly accepted purchasing practices.
- Responsible for the issuance of bid control numbers and placement of published bid advertisements.
- Assist departments in preparation, solicitation, receipt and review of bids.
- Maintain all purchasing, bid and contract files for the City.
- Review all purchase requisitions and purchase orders for accuracy of account coding, availability of budgeted funds, appropriateness of expenditure and presence of approved authorizations.
- Process purchase orders on a daily basis.
- Review open purchase order listing and investigate questionable open items.
- Approve and set up new vendors in the master file after confirming the presence of required data.

UTILITY BILLING

- Responsible for billing and collecting all sewer and trash bills for the City.
- Coordinate information from the water company, including customer account information and water readings.
- Maintain all accounting records and aged listing of delinquent receivables.
- Research location changes of customers to help maintain accurate billing information.
- Prepare utility billing work paper analysis for management review.
- Monitor delinquent accounts and coordinate water shut-offs for non-payment.
- Document collection efforts and recommend bad debt write-offs to management.
- Insure utility balances are collected in a timely manner.
- Handle and respond to all inquiries and complaints from citizens or other outside customers.
- Responsible for the collection of utility payments due to the City and the issuance of receipts for payments received.
- Coordinate online payments with customers and the third-party vendor.
- Process all mail and drop box payments on a daily basis.
- Calculate and bill industrial sewer charges.

PARKS AND RECREATION

- Responsible for maintaining A/R and A/P accounting procedures and records of the Parks and Recreation Department including monitoring of all expenditures and revenue budget items, purchase order tracking, and petty cash management.
- Responsible for department financial procedures and records which includes the:
  - Operation and utilization of the department's software accounting/registration system known as RecTrac.
  - Maintenance of Department invoices.
  - Account posting, maintenance of cash disbursements records and reports, cash receipts, accounts payable, and accounts receivable summaries.
  - Preparing reports that include accounts payable reconciliation, accounts receivable reconciliation, and cash flow reports for the Department.
  - Assures that all financial controls, policies and procedures are consistently applied in facility admissions, memberships and rentals.
- Monitors Department revenues and expenditures. Support the overall process of management decision making.
- Assists the department with controlling operating objectives; works with department managers by providing supporting budget requests and financial estimates for each cost center and the divisions.
- Aid in the preparation of the yearly operations budget.
- Actively engage the general public and facility users/members. Respond to inquiries and resolve difficult customer service issues. Conduct surveys and gather feedback to ensure facilities meet community needs and enhance effectiveness.
- Working with the Director and other Division Managers to ensure citizens and guests are adequately informed of the activities and programs of the department while encouraging their participation.
- Maintaining sound relationships between staff and citizens, giving proper consideration to citizen/user complaints and suggestions.
- Serving as liaison with local civic organizations to establish and maintain cordial community relations.
- Advise and consult with Director on potential opportunities and impact on department's business.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in both verbal and written communication.
- Skill in interacting with city staff, vendors, businesses and co-workers.

MATHEMATICAL ABILITY

- Knowledge of generally accepted accounting principles and budgeting practices.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Skill in maintaining and reconciling accounting and financial records.

PHYSICAL REQUIREMENTS

- Requires long periods of sitting and standing.

- Manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, calculators, FAX machines, copiers and telephones and varying other keypads.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of accounting, bookkeeping and payroll practices and principles.

GENERAL QUALIFICATIONS:

- Graduation from high school or GED and two to four years' related accounting or bookkeeping experience.
- OR, Associate's degree in Business Administration or related field AND one year of related accounting experience.
- Experience with data entry into an automated administrative system required.
- Must take and pass a test for entering data (typing) rapidly. (40 words per minute net)
- Must possess a valid Missouri operator's license.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

JOB DESCRIPTION
CITY OF JOPLIN
ATHLETIC FACILITIES SUPERINTENDENT

TITLE: ATHLETIC FACILITIES SUPERINTENDENT

DEPARTMENT: PARKS DEPARTMENT

DESCRIPTION:

Under general supervision of the Director of Parks and Recreation or designee: plans, organizes and supervises the staff and operations of the athletic facilities work crews; supervises regular maintenance of athletic facilities, sports turf, swimming pools, golf course, grounds, and other cultivated areas in the City; assures that safe and clean park facilities are provided for residents. Supervises the construction, maintenance and scheduling of sports fields and facilities; Oversees the purchasing, maintenance and repair of equipment used on sports fields and the specifying and purchasing of all products and services; Rendering professional advice, opinions, assistance and services to the employer and user groups, as required; Participates in all master planning meetings for Parks and Recreation; Assures that safe and clean athletic facilities are provided for users and residents.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- The Athletic Facilities Superintendent assumes responsibility for managing and maintaining sports fields and facilities, which may include:
    - Athletic fields (natural grass and synthetic surfaces).
    - Field management equipment.
    - Irrigation systems.
    - Sports field lighting and sound systems.
    - Facility grounds, landscaping/ornamentals and xeriscaping.
    - Tree inventory and management.
    - Stadiums, field houses, aquatic centers, historic sites.
    - Tennis courts, running tracks, and other sports and recreational facilities.
    - Parking lots and special game day parking areas.
    - Open spaces, wooded areas, and unused acreage.
    - Lakes, ponds and other water features.
    - Sod farm, nursery and greenhouses.
    - Other properties as specified in writing by the Director or Director's designee.
- Manages construction, renovation and/or reconstruction of sports facilities, whether performed in-house or by outside contractors.
- Prepares the annual budgets for the maintenance and capital improvement of sports facilities in accordance with master plans and defined maintenance standards.
- Interviews, hires, trains, directs and supervises a staff of employees for the purpose of maintaining the sports facilities and other properties.
- Keeps accurate and complete records on payroll, inventory, weather data, maintenance procedures, chemical applications, etc.
- Plans maintenance and project work to achieve the agreed-upon maintenance standards and

master plan to comply with ADA requirements, and oversees the training, scheduling and deploying of personnel to accomplish the work in compliance with Local, State, and Federal Laws.
- Develops and implements plans to reduce impacts on the environment including recycling, storm water management, waste management and erosion control, achieve LEED certification, and improve the overall sustainability of the facilities;
- Manages maintenance needs for non-athletic related events.
- Implements snow and ice removal on natural and synthetic fields, and in general areas such as parking lots, bleachers, and walkways.
- Oversees asphalt and concrete construction, repairs and maintenance.
- Manages maintenance and mechanical operation of all city swimming pools.
- Specifies, purchases (or leases) equipment and necessary supplies/materials to maintain the sports facilities and properties.
- Manages inventory and oversees the preventive equipment maintenance and replacement programs.
- Approves all expenditures and exercises cost control measures to keep operating and capital expenses in line with the approved budgets.
- Develops and implements disaster planning, and security measures for events and teams.
- Communicate with users of the field (coaches, players, parents, spectators) if necessary.
- Communicates regularly with other members of the parks and recreation management team to discuss activities, goals, plans and user input.
- Baseball Specific: Manages infield skin, mound and home plate areas, grass to skin transition.
- Participation in continuing education opportunities such as seminars, workshops, web-based training courses, field days and trade shows.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with staff, other departments, and the public.
- Excellent oral and written communications skills.

MATHEMATICAL ABILITY

- Skill in analyzing work volume and efficiently utilizing staff and available resources to accomplish unit objectives.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of horticultural, grounds keeping, and landscaping principles and practices.
- Knowledge of safe methods and techniques for applying a variety of insecticides, herbicides, and fertilizers.
- Knowledge of current federal, state and local laws and regulations affecting the management and operations of sports fields and facilities (including, but not limited to employment, safety and environmental standards, laws and regulations).
- A high degree of administrative and executive ability, especially in terms of problem solving and decision making.

PHYSICAL REQUIREMENTS

- Requires high levels of standing, bending, twisting, squatting, and carrying.
- Medium to heavy lifting may be required.
- Manual dexterity to such a degree as to allow proper assembly, operation, and maintenance of specialized essential job related equipment.
- Must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.
- Must be mobile in order to move about on uneven ground and surfaces and able to ascend and descend stairs.
- Requires operation of varying keypads, such as computer keyboard, calculator, telephone, etc.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of principles and practices of supervision, including employee training and evaluation.
- Knowledge of methods, principles, practices, and equipment used in grounds keeping and landscaping.
- Skill in understanding and interpreting complex rules, regulations, policies, and guidelines.
- Landscape and irrigation design and maintenance practices and standards.
- Federal, state and City safety rules and regulations.
- Occupational hazards and safety precautions.
- Assessing and prioritizing multiple tasks, projects and demands.
- Safe and efficient operation and maintenance of equipment according to standard operating and safety procedures.
- Safe use of chemicals, pesticides, herbicides and cleaning compounds.
- Promoting and enforcing safe work practices.
- Operating a personal computer utilizing standard and specialized software.
- Advanced knowledge of agronomy and environmental turf grass management practices including pest/disease/weed management; an understanding of soil chemistry; a working knowledge of sports field construction principles, practices and methods; and a thorough understanding of the sport's governing bodies' requirements for field layout and marking.

GENERAL QUALIFICATIONS:

- High School Diploma or GED equivalent; AND five years' experience in the maintenance and repair of athletic facility grounds and facilities, *or*
- Bachelors' degree with three years direct experience with athletic facility maintenance, or
- Any equivalent combination of education and related work experience.
- Five years of experience in a lead or supervisory capacity is highly desirable.
- Certified Pool Operators license or Aquatic Facility Operator's license is required within 1 year of employment.
- Certification as a Certified Sports Field Manager (CSFM), and current state certification or licensing as a pesticide applicator is highly desirable.
- Must possess a valid Missouri operator's license.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____
Employee Name (Please Print) Date

_____
Employee Name (Signature)

JOB DESCRIPTION
CITY OF JOPLIN
BUSINESS DEVELOPMENT MANAGER

TITLE: BUSINESS DEVELOPMENT MANAGER

DEPARTMENT: PARKS DEPARTMENT

DESCRIPTION:

Under general supervision of the Director of Parks and Recreation or designee: manage the Parks and Recreation Department's business affairs, coordinate and administer and develop marketing efforts, and manage guest service operations by providing difficult and complex technical and administrative support functions in the areas of: financial reporting and record keeping, accounting, computer software, accounts receivable and payables, purchases, and payroll. This position will supervise the Guest Services Staff that includes all Front Desk, Office, and Rental personnel.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

Business

- Responsible for all department financial procedures and records of the Parks and Recreation Department, including monitoring of all expenditures and revenue budget items, purchasing, billing, and petty cash management.
- Responsible for all internal department financial procedures and records for customers/patrons which includes, but is not limited to:
    - Maintenance of customer accounts including checking accounts, credit card accounts, and invoices, and ensures that PCI compliance.
    - Account posting, maintenance of cash disbursements records and reports, cash receipts, accounts payable, and accounts receivable summaries.
    - Preparing monthly reports for the Director and Department that include accounts payable reconciliation, accounts receivable reconciliation, and cash flow reports.
    - Develops and implements fiscal and cash handling controls and procedures and insures the Department abides by all city financial policies and procedures.
- Support the overall process of management decision making as it relates to cost recovery, to maximize the department's short, medium and long term profitability. Analyzes strategic opportunities and challenges for the department in collaboration with colleagues within the department.
- Monitors Department expenditures and budget. Monitors budget performance and prepares financial management reports, analyze market and internal data to identify shifts in market trends: recommends corrective actions for resolution of budget performance issues.
- Coordinates the development, training, and effective use of department computer system and interfaces with technology services vendor. Maintain membership software and web software within the Department.
- Maintains automated registration, rental, and point of sale programs.
- Maintains communication with the management team regarding marketing strategy, financial and operational plans, and acts as liaison to City Finance Department.
- Prepares, submits, audits and verifies payroll information, including contracts with program instructors and vendors.
- Assists in the development, identification and internal management of alternate funding sources, grants, partnerships, and donations to ensure accounting, reporting requirements and regulations are met.

- Coordinates Department purchasing. Develops bids for office equipment, computer systems, and software.
- Assists with the development and preparation of Department budget.
- Manages Department records in accordance with City policies and procedures.
- Recruit, select, train, schedule, supervise and evaluate section personnel. Insure adequate staffing of front desk operations and facility rentals at the Athletic Complex and other facilities as designated.

Marketing/Development

- Assist in the development, strategy, and administration of marketing deliverables including increasing brand awareness, bringing in new customers, and coordinating public relations efforts.
- Strategize, write, edit and manage Department's marketing communications, including presentations, membership, and Department activities and program offerings, website content, blogs, monthly newsletters, tradeshow and conference pieces, etc., by coordinating and facilitating all department communications via print, email and social media.
- Coordination of overall marketing/communication efforts across the department to ensure clean, consistent, clear concise department wide message is communicated to the public.
- Work with the Director and other division managers to ensure citizens and guests are adequately informed of the activities and programs of the Department while encouraging their participation.
- Implement and maintain a comprehensive guest services and facility rental program for all Department facilities, including the Athletic Complex, Joe Becker Stadium, Memorial Hall, and Schifferdecker Golf Course; as well as outdoor aquatic centers, other athletic complexes and facilities, shelters/pavilions/gazebos and other City parks and facilities.
- Actively engage the general public and facility users/members. Respond to inquiries and resolve difficult customer service issues. Conduct surveys and gather feedback to ensure facilities meet community needs and enhance effectiveness.
- Oversee all guest services programming and assist with special event programming and coordination, including Membership Drives, Member Appreciation Events, Concessions/Vending, Tot Drop, Corporate Memberships, Member Retention and special promotions of Department facilities.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- Provides information to the public, vendors, auditors, and City staff requiring explanation of department policies, rules, and/or procedures.
- Answers telephone and handles customer inquiries.
- Opens and closes facilities as assigned.
- Prepares requisitions and maintains inventory of office equipment, parts and supplies.
- May act as Director in absence of Parks & Recreation Director as designated.

GENERAL PHYSICAL REQUIREMENTS:

Language Ability and Interpersonal Communication

- Requires the ability to perform complex data analysis including the ability to classify, categorize, prioritize, rank, investigate and diagnose figures, computations, statistics, technical reports, statutes, guidelines and/or written information. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Requires the ability to provide guidance, assistance and/or interpretation to others, such as co-workers, departments and the public, on how to apply policies, procedures and standards to specific situations.
- Requires the ability to utilize a wide variety of reference and technical data and information such as financial reports, spreadsheets, regulations, payroll reports, payment records, collection reports, journal

entries, balance sheets, invoices, billing statements, insurance forms, purchase orders, accounts payable reports, computer software operating manuals, accounting principles and correspondence.
- Requires an exceptional ability to communicate orally and in written correspondence.
- Requires demonstrable ability to provide first line supervision. Ability to persuade, convince, orientate and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability
- Requires the ability to perform complex addition, subtraction, multiplication, division and algebra. Must be able to calculate percentages, discounts, and interest and have the ability to perform high level mathematical operations using large numbers, fractions and computer formulas.

Judgment and Situational Reasoning Ability
- Requires the ability to carry out instructions furnished in written, oral or diagram form. Involves semi-routine standardized work, with some latitude for independent judgment regarding choices of action.
- Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.
- Requires the ability to exercise sound judgment, decisiveness and creativity required in situations involving the evaluation of information against measurable or verifiable criteria.

Physical Requirements
- Requires the ability to operate a variety of office equipment such as computer terminal, word processor, telephone, fax machine, calculator/adding machine, camera, cash register, computer printer and photocopier.
- Requires the ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some combination of lifting, sitting, and carrying of objects weighing twenty-five pounds. Tasks may involve extended periods of time at a keyboard or workstation.
- Requires the ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds, tastes, odors and textures associated with job-related objects, materials and tasks.

Environmental Adaptability
- Tasks are generally performed in safe and comfortable office surroundings. May experience exposure to adverse environmental conditions that include exposure to environmental factors such as temperature variations and extremes, violence, humidity, disease and/or dust.

GENERAL QUALIFICATIONS:
- Degree from an accredited college or university with major work in business administration, accounting, finance, marketing, office management or a closely related field and two years of direct experience in accounting or financial office support, marketing, or equivalent education and work experience. Experience must provide sufficient professional accounting and computer system experience, to demonstrate possession of the required knowledge and abilities. Requires exceptional knowledge of practices and techniques of automated accounting and financial record keeping and report preparation. Knowledge of the principles and practices of community recreation planning.

- Exceptional computer skills and **experience with RecTrac/WebTrac Recreation Software is highly desired.**
- Experience executing great marketing communications in the digital marketing/technology space with extensive knowledge and familiarity of internet technologies, online media, and social media tools (e.g. LinkedIn, Facebook, Twitter, and Google Plus).
- Knowledge of the methods of publicity and public relations.
- Knowledge of planning, preparing and working with an effective budget.
- Knowledge of social media and other forms of communication.
- Strong communication/writing skills.
- Skill in establishing and maintaining effective working relationships with other staff and members of the public.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

JOB DESCRIPTION
CITY OF JOPLIN
CEMETERY SUPERINTENDENT

TITLE: CEMETERY SUPERINTENDENT

DEPARTMENT: PARKS DEPARTMENT

DESCRIPTION:

Under general direction of the Parks and Recreation Director, oversees several crews engaged in maintenance work requiring a high degree of skill. Exercises independent judgment and makes decisions within the scope of the assignments. Supervision is exercised over Labor Crew Leaders, Maintenance Workers, and others. Assignments are received in oral and written form and the work is subject to general review and inspection by the various division heads or other supervisors. Daily customer service interactions with grieving citizens. Sales of various services and items to the general public. Precise record-keeping.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Supervises the work of crews in the maintenance cemetery buildings/grounds, snow removal, grave site preparation, and turf maintenance activities.
- Takes work orders; visits job sites; determines job priorities and makes and adjusts work assignments accordingly.
- Inspects work in progress to assure conformance with instructions and regulations.
- Requisitions necessary equipment and materials.
- Trains, instructs and evaluates subordinates' work.
- Maintains accurate records of work performed, other cemetery activities, and responsibilities.
- Investigates and takes corrective action on citizen complaints.
- Provides safety information to work unit; recommends means of improving safety.
- Trains staff on proper operation of equipment and use of materials, interprets policies to workers, and enforces safety regulations.
- Maintain regular and punctual attendance at work.
- Establish and maintain effective working relationships with fellow employees, City officials, general public, and regulatory personnel.
- Promotes and sells cemetery lots and services to prospective purchasers.
- Explains cemetery rules and regulations to the public.
- Supervises crews as to when and where graves shall be dug and funerals serviced.
- Lays out graves and monument foundations.
- Supervises the secretary, maintenance workers and laborers. Hires and trains new employees, evaluates work; disciplines employees as needed; assigns work to employees.
- Assists in drafting the annual budget; researches budget requirements; negotiates budget.
- Inventories departmental supplies; orders necessary supplies; handles client complaints.

- Responsible to see that accurate records are kept on all lots to include receipts for money, perpetual care and accounts for plots that are being purchased.
- Assists the public with purchase of grave plots; arranges for burials with families; locates graves for families and monument companies.
- Conducts market research and develops marketing and advertising for cemeteries.
- Prepares grave sites for burial; digs grave; puts vault and imitation grass in place; fills graves; places flowers on graves.
- Maintains cemetery grounds; repairs graves that have settled, applies fertilizers and weed killers; installs and repairs sprinkler system; clears snow in the winter.
- Operates a variety of equipment, including backhoe, dump truck and tractor; perform maintenance and repairs on equipment.
- Thorough knowledge of cemetery grounds maintenance, irrigation system maintenance, installation, and repair; working knowledge of maintenance and repair on light equipment and small engines.
- Use mobile radio, phone, and personal computer including word processing and other software, copy and fax machine.
- Performs other related duties as required.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Ability to establish and maintain effective working relationships with employees, other agencies and the public.
- Ability to communicate effectively both verbally and in writing.
- Ability to direct the work of others.
- Ability to relate in an appropriate manner to the families of the deceased.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Thorough knowledge of cemetery practices, procedures, and equipment operations.
- Extensive knowledge of cemetery layout; working knowledge of record keeping procedures; thorough knowledge of the proper use and application of insecticides and herbicides.

PHYSICAL REQUIREMENTS

- The employee frequently is required to stand, sit, walk and talk or hear.
- The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and smell.
- The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds.
- Specific vision abilities required by this job include close vision, distance vision, depth perception, and the ability to adjust focus.
- While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms.

ENVIRONMENTAL ADAPTABILITY

- While performing the duties of this job, the employee frequently works in outside weather conditions.
- The employee regularly works near moving mechanical parts and is regularly exposed to wet and/or humid conditions and vibration.
- The employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals.
- The noise level in the work environment is usually loud in field settings, and moderately quiet in office settings.
- Ability to work outside in all kinds of weather.

GENERAL QUALIFICATIONS:

- Graduation from high school plus five (5) years grounds maintenance and cemetery management experience OR
- Any equivalent combination of education and experience.
- Two (2) years of related supervisory experience.
- A non-commercial pesticide applicators certificate is suggested but not required.
- Must possess a valid Missouri operator's license.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____
Employee Name (Please Print) Date

_____
Employee Name (Signature)

JOB DESCRIPTION
CITY OF JOPLIN
PARKS MAINTENANCE SUPERINTENDENT

TITLE: PARKS MAINTENANCE SUPERINTENDENT

DEPARTMENT: PARKS DEPARTMENT

DESCRIPTION:

Under general supervision, plans, organizes and supervises the staff and operations of the parks maintenance work crews; supervises regular maintenance of City Parks, park facilities, lawns, grounds, and other cultivated areas in the City; assures that safe and clean park facilities are provided for residents.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

GENERAL TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Plans, coordinates and supervises the maintenance of landscape and grounds in assigned parks, recreation centers, municipal facilities, and playgrounds, including inspection, maintenance, management and improvement of City parks.
- Evaluates maintenance issues, and recommends and implements solutions to provide safe, clean and aesthetically pleasing park facilities.
- Coordinates the daily activities of assigned parks maintenance unit.
- Coordinates and assigns staff, vehicles and equipment.
- Reviews the work of assigned staff to assure the work quality and timely accomplishment of assigned duties and responsibilities.
- Establishes and enforces work methods, procedures and standards.
- Assures that maintenance activities are in compliance with all laws, regulations, policies and safety standards.
- Supervises staff through appropriate work delegation.
- Meets regularly with staff to discuss and resolve special projects and workload issues.
- Provides assistance and training in technical issues and responsibilities.
- Works with employees to correct performance deficiencies.
- Supervises maintenance operations and resource allocations.
- Prioritizes projects and inspects jobsites to assure quality work products and effective use of resources.
- Oversees the maintenance of irrigation systems, inspects systems and repairs.
- Plans and directs the application of pesticides, herbicides and fertilizers, and oversees work to assure the safe and effective application of materials.
- Supervises special projects.
- Identifies problem areas and implements solutions.
- Orders and stages materials, supplies and equipment for special projects and assures projects meet goals and standards.
- Supervises a variety of administrative activities including records management, employee scheduling, payroll reporting, and work activity reports.
- Maintains inventories and assures that adequate materials, supplies, and tools are available.

- Reports and resolves safety conditions and security issues.
- Processes and responds to work requests and complaints.
- Supervises setup and teardown and other tasks for special City events as directed.
- Monitors work sites to assure that safety rules and regulations are adhered to, and that the work zones and all equipment are in safe operating condition.
- Recognizes and reports unsafe acts, conditions, accidents and injuries.

OTHER TASKS, DUTIES AND RESPONSIBILITIES:

- The duties and responsibilities listed in this job description shall not to be construed as an exclusive or all inclusive list of the duties associated with this position.
- The supervisor may on occasion assign other duties which are not specifically listed in this job description, provided the employee is qualified and certified/licensed to perform these additional functions.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Establishing and maintaining effective working relations with co-workers.
- Effective verbal and written communication.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- City policies and procedures.
- Principles and practices of pesticide/herbicide application and plant disease identification and treatment.
- Proper use and storage of chemicals, including OSHA Material Safety Data Sheets (MSDS) for hazardous chemicals used in the workplace.
- Using initiative and independent judgment within established procedural guidelines.
- Supervising staff, delegating tasks and authority, and evaluating staff performance.
- Troubleshooting repairs on irrigation systems and equipment.

PHYSICAL REQUIREMENTS

- Work is performed outdoors.
- Required to perform moderate physical work, and lift and carry up to 50 pounds.

ENVIRONMENTAL ADAPTABILITY

- Methods, materials, tools and equipment used in parks maintenance.
- Landscape and irrigation design and maintenance practices and standards.
- Federal, state and City safety rules and regulations.
- Occupational hazards and safety precautions.
- Assessing and prioritizing multiple tasks, projects and demands.
- Safe and efficient operation and maintenance of equipment according to standard operating and safety procedures.
- Safe use of chemicals, pesticides, herbicides and cleaning compounds.
- Promoting and enforcing safe work practices.
- Operating a personal computer utilizing standard and specialized software.

GENERAL QUALIFICATIONS:

- High School Diploma or HST equivalent; AND five years' experience in the maintenance and repair of park grounds and facilities, *or*

- Bachelors' degree with three years direct experience with park facility maintenance, or any equivalent combination of education and related work experience. Five years of experience in a lead or supervisory capacity is highly desirable.
- Must possess a valid Missouri Commercial Driver's License.
- Must possess a valid Missouri operator's license.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

_____ _____

Employee Name (Please Print) Date

_____

Employee Name (Signature)

CITY OF JOPLIN

SALARY ADMINISTRATION PLAN

EFFECTIVE DECEMBER 15,2014 - Updated 8.5.15

* - unclassified position according to city charter (E) - exempt according to FLSA

Range	Position	Hourly Min	Hourly Mid	Hourly Max	Annual Min	Annual Mid	Annual Max
100	Clerk Cook	$ 9.2500	$ 11.3360	$ 13.4220	$19,240	$23,579	$27,918
110	Custodian Laborer I Utility Worker WIC Certifier	$ 10.1980	$ 12.4980	$ 14.7980	$21,212	$25,996	$30,780
120	Airport Operations Worker Court Assistant I Transit Dispatcher Transit Driver I	$ 10.7080	$ 13.1230	$ 15.5380	$22,273	$27,296	$32,319
130	Automotive Service Worker Laborer II Parking Enforcement Officer Recreation Leader Senior Clerk Small Engine Mechanic Transit Driver II Wastewater Laboratory Assistant Wastewater Plant Utility Worker	$ 11.2430	$ 13.7790	$ 16.3150	$23,385	$28,660	$33,935
140	Community Development Assistant Compliance Officer I Detention Officer Engineering Assistant Equipment Operator Human Resources Assistant Parks Caretaker Utility Locator	$ 11.8050	$ 14.4680	$ 17.1310	$24,554	$30,093	$35,632

150	Animal Control Officer Court Assistant II CVB Tourism & Events Specialist Licensed Practical Nurse Parks Facilities Maintenance Technician Recreation Coordinator Traffic Markings and Sign Technician Transit Driver Supervisor	$ 12.3960	$ 15.1915	$ 17.9870	$25,784	$31,598	$37,413
160	Accounting Specialist Airport Operations Supervisor Automotive Mechanic I Compliance Officer II Evidence Technician Heavy Equipment Operator Human Resources/ Safety Specialist Legal Specialist Police Officer Trainee Public Safety Communications Operator Systems Operator Wastewater Plant Operator	$ 13.6660	$ 16.7485	$ 19.8310	$28,425	$34,837	$41,248
170	Assistant City Clerk Chief Wastewater Plant Operator I Crime Analyst/Accreditation Coordinator Engineering Technician * Executive Assistant/Sec to City Manager Firefighter/EMT Jail Shift Supervisor Lead Cemetery Caretaker Lead Parks Caretaker Neighborhood Improvement Officer Police Officer I Traffic Signal Technician Wastewater Laboratory Technician	$ 14.3500 $ 10.2497	$ 17.5860 $ 12.5614	$ 20.8220 $ 14.8731	$29,848 $29,847	$36,579 $36,579	$43,310 $43,310

180	Automotive Mechanic II Building Maintenance Technician Neighborhood Services Coordinator Nutritionist I (E) Recycling Coordinator (E) Wastewater Plant Technician Wastewater Pretreatment Technician	$ 15.0670	$ 18.4650	$ 21.8630	$31,339	$38,407	$45,475
190	Building Inspector Chief Wastewater Plant Operator II Construction Inspector Environmental Public Health Specialist I (E) Fire Driver/Engineer GIS Technician Police Officer II Property Negotiator/Appraiser	$ 15.8200 $ 11.3005	$ 19.3885 $ 13.8491	$ 22.9570 $ 16.3977	$32,906 $32,907	$40,328 $40,329	$47,751 $47,750
200	Community Health Planner/Educator (E) Golf Course Maintenance Supervisor (E) Nutritionist II (E) Planner (E) Police Corporal Public Safety Communications Supervisor	$ 16.6110	$ 20.3575	$ 24.1040	$34,551	$42,344	$50,136
210	Building Maintenance Supervisor (E) Chief Wastewater Plant Technician Communications Technician Director of Sales/CVB (E) Environmental Public Health Specialist II (E) Facility & Events Manager (E) Fire Apparatus Fleet Manager IT Analyst Land Surveyor (E) Public Safety Communications Manager (E)	$ 17.4420	$ 21.3760	$ 25.3100	$36,279	$44,462	$52,645

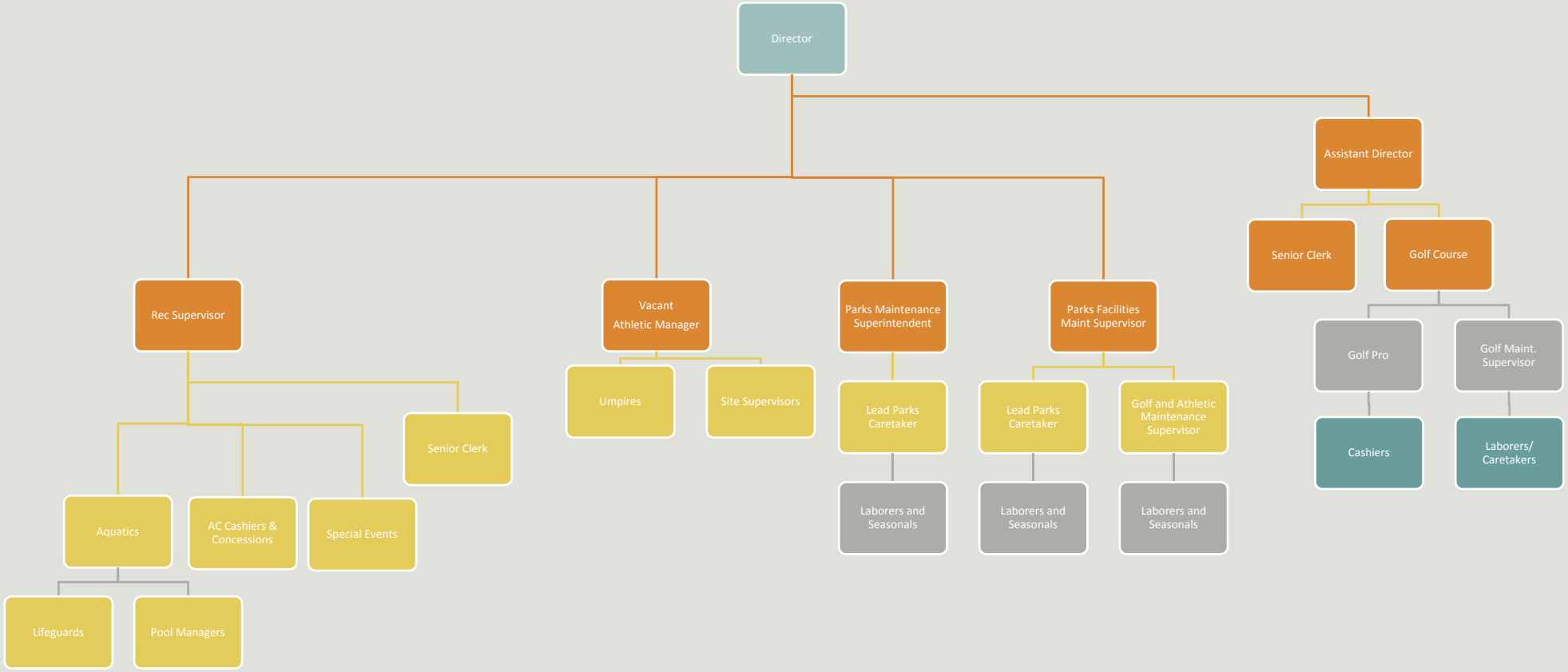
300	Arborist (E)	$ 18.3140	$ 22.9595	$ 27.6050	$38,093	$47,756	$57,418
	Assistant to the City Manager (E)						
	Fleet Maintenance Supervisor (E)						
	Golf Course Professional (E)						
	Infrastructure Maintenance Supervisor (E)						
	Plans Reviewer						
	Business Development Manager (E)						
	Wastewater Laboratory Supervisor						
	Wastewater Pretreatment Inspector						
310	Communications Technician Manager (E)	$ 19.2300	$ 24.1075	$ 28.9850	$39,998	$50,144	$60,289
	Community Health Nurse (E)						
	Emergency Management Coordinator (E)						
	Fire Captain	$ 13.7356	$ 17.2198	$ 20.7039	$39,998	$50,144	$60,290
	Fire Marshal (E)						
	Jail Administrator (E)						
	Neighborhood Services Supervisor (E)						
	Police Sergeant						
	Public Information Officer (E)						
	Regional Response Planner (E)						
	Senior Accountant (E)						
	Transportation Coordinator (E)						
	WIC Services Coordinator (E)						
320	* Assistant Director of Human Resources (E)	$ 20.1910	$ 25.3130	$ 30.4350	$41,997	$52,651	$63,305
	Athletic Facility Superintendent (E)						
	Cemetery Superintendent (E)						
	Financial Analyst (E)						
	Medical Services Coordinator (E)						
	Parks Maintenance Superintendent (E)						
	* Public Defender (E)						
330	Airport Manager (E)	$ 21.2010	$ 26.5790	$ 31.9570	$44,098	$55,284	$66,471
	* Assistant City Prosecutor (E)						
	* City Clerk (E)						
	Civil Engineer I (E)						
	Fire Training Chief (E)						

	* Municipal Court Administrator (E)						
340	Battalion Chief (E)	$ 15.9007	$ 19.9341	$ 23.9674	$46,303	$58,048	$69,793
	Capital Improvement Project Manager (E)	$ 22.2610	$ 27.9075	$ 33.5540	$46,303	$58,048	$69,792
	CDBG Project Manager (E)						
	Chief Building Official (E)						
	* City Prosecutor (E)						
	Infrastructure Superintendent (E)						
	Network Manager						
	Police Captain (E)						
	Wastewater Plant Superintendent (E)						
350	* Assistant City Attorney (E)	$ 23.3740	$ 29.3030	$ 35.2320	$48,618	$60,950	$73,283
	* Assistant Director of Health & Env/Epid Coordinator (E)						
	* Assistant Director of Parks and Recreation (E)						
	* Assistant Director of Planning, Development and Neighborhood Services (E)						
	Civil Engineer II (E)						
	* CVB Director (E)						
360	* Assistant Director of Public Works/Operations (E)	$ 24.5430	$ 30.7685	$ 36.9940	$51,049	$63,998	$76,948
	* Assistant Finance Director (E)						
	* Assistant Police Chief (E)						
	* Deputy Fire Chief (E)						
370	* Human Resources Director/Risk Mgmt (E)	$ 28.4110	$ 35.6180	$ 42.8250	$59,095	$74,085	$89,076
380	* Assistant Director of Public Works/Engineering (E)	$ 29.8320	$ 37.3990	$ 44.9660	$62,051	$77,790	$93,529
	* Community Health Director (E)						
	* Director of Planning, Development and Neighborhood Services (E)						
	* Municipal Judge (E)						
	* Parks & Recreation Director (E)						
390	* Director of Information Services (E)	$ 31.3230	$ 39.2685	$ 47.2140	$65,152	$81,678	$98,205
	* Finance Director (E)						
400	* Fire Chief (E)	$ 32.8900	$ 41.2325	$ 49.5750	$68,411	$85,764	$103,116
	* Police Chief (E)						
410	* Assistant City Manager (E)	$ 34.5340	$ 43.2940	$ 52.0540	$71,831	$90,052	$108,272
	* City Attorney (E)						
	* Public Works Director (E)						

REGULAR Part-Time Hourly		Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$9.620	$10.005	$10.405
555	Interpreter/Translator	$10.161	$10.567	$10.990
570	Lead Peer Counselor	$11.540	$12.002	$12.482

SEASONAL Part -Time Hourly		Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Golf Course/ Athletic Complex	$8.250	$8.580	$8.923
502	Clerk	$8.663	$9.010	$9.370
505	Recreation Instructor	$9.075	$9.438	$9.816
520	Laborer	$9.438	$9.816	$10.209
540	School Crossing Guard	$9.816	$10.209	$10.617
555	Police Reserve Officer	$10.161	$10.567	$10.990
560	School Crossing Guard Coordinator	$10.617	$11.042	$11.484
570	Engineering Aid	$11.540	$12.002	$12.482
580	Court Bailiff	$15.000	$15.600	$16.224
600	Cashier - Pools Lifeguard	$8.250	$8.580	$8.923
610	Pool Operator	$9.438	$9.816	$10.209
620	Aquatic Supervisor Day Camp Director	$10.209	$10.617	$11.042

Org Chart – Parks and Recreation - Previous



Org Chart – Parks and Recreation - Proposed

