JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 20, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Presentation From The State Auditor's Office

   2. Essential Air Service Bid Results

      Documents:

      EAS PRES 2-20-24.PDF
      BOUTIQUE JLN EAS PROPOSAL 2024.PDF
      SKYWEST 2024 EAS PROPOSAL.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Fiscal Accountability & Joplin Audit

   2. Frank Thompson Requested To Speak On Deceit And Dishonesty

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The February 5, 2024, City Council Meeting

      Documents:

      FEB 5, 2024 MINUTES.PDF

2. Minutes Of The February 12, 2024, Special City Council Meeting

   Documents:

   FEB 12, 2024 SPECIAL MEETING MINUTES.PDF

3. COUNCIL BILL NO. 2024-251
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) property as described below and located at 2012 W 2nd St.

   Documents:

   CB2024-251.PDF

4. COUNCIL BILL NO. 2024-252
   AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located West of the Intersection of Wildwood Ranch Parkway Ave and Nellie Mae.

   Documents:

   CB2024-252.PDF

5. COUNCIL BILL NO. 2024-253
   AN ORDINANCE changing the name of S McKee Avenue, beginning at E 3rd Street and extending North along said public right-of-way to E Central Street, to "JD Love Way" in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2024-253.PDF

6. COUNCIL BILL NO. 2024-254
   AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 3rd Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2024-254.PDF

7. COUNCIL BILL NO. 2024-255
   AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 4th Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri.

Documents:

CB2024-255.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2024-109
AN ORDINANCE approving the City of Joplin to enter into an agreement with Municipal Pipe Tool Company, LLC in the amount of Three Million, Six Hundred Eighteen Thousand, Three Hundred Sixty-Nine and 07/100 dollars ($3,618,369.07) for construction of the ARPA Sanitary Sewer Renovations and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

Documents:

CB2024-109 SUMMARY SHEET ARPA SEWER RENOVATIONS.PDF
CB2024-109 COUNCIL ORDINANCE ARPA SEWER RENOVATIONS.PDF
00 52 00 AGREEMENT 2023.PDF
CB2024-109 EXHIBIT MAP.PDF
CB2024-109 BID SUMMARY ARPA SEWER RENOVATIONS.PDF
CB2024-109 AWARD RECOMMENDATION LETTER.PDF

2. COUNCIL BILL NO. 2024-503
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

Documents:

CB 2024-503 SUMMARY BUDGET AMENDMENT.PDF
CB 2024-503 BUDGET AMENDMENT ORDINANCE FY2024.PDF
CB 2024-503 SCHEDULE A BUDGET AMENDMENT.PDF

3. COUNCIL BILL NO. 2024-606
AN ORDINANCE approving a Contract by and between the City of Joplin and SWT Design, "not to exceed" in the amount of Six Hundred and Ninety-One Thousand Eight Hundred and Forty-Five Dollars and Seventy Cents ($691,845.70) for Professional Engineering Consulting Services to include a scope of work and fees for engineering services of the Dover Outdoor Recreational Area Bicycle Park project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin and containing an emergency clause.

Documents:

SUMMARY OF DOVER OUTDOOR RECREATIONAL AREA BICYCLE PARK CONTRACT AGREEMENT.PDF
DOVER OUTDOOR RECREATION AREA BICYCLE PARK ENGINEERING CONSULTING SERVICES AGREEMENT.PDF

CONSULTING SERVICES AGREEMENT.PDF
2024 DORA-JOPLIN ENGINEERING WORK AUTHORIZATION FORM_SWT.PDF
DOVER OUTDOOR RECREATIONAL AREA COUNCIL BILL NO. 2024-606.PDF
2024-RFQ-01 DOVER OUTDOOR RECREATION AREA.PDF
2024 DOVER OUTDOOR RECREATION AREA BICYCLE PARK SCOPE OF WORK.PDF
DORA PRELIMINARY RFQ SCORE SHEET (2).PDF
SUMMARY OF PRELIMINARY COMMENTS FOR DORA RFQ.PDF
DORA FINALIST INTERVIEW SCORES.PDF
SUMMARY OF FINALIST INTERVIEW COMMENTS FOR DORA PROJECT.PDF

4. COUNCIL BILL NO. 2024-607
AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, DWI Enforcement, Hazardous Moving Violations Enforcement, and Pedestrian Safety Education and Enforcement in the amount of Two Hundred Twenty-Seven Thousand, Two Hundred and Fifty-Eight Dollars ($227,258.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

SUMMARY ITEM 2024-607 MODOT GRANTS.PDF
DWI OFFICERS AND VEHICLE GRANT.PDF
DWI OVERTIME ENFORCEMENT GRANT.PDF
HMV OVERTIME GRANT.PDF
PEDESTRIAN SAFETY OVERTIME GRANT.PDF
COUNCIL BILL 2024-607 MODOT GRANTS.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-256
AN ORDINANCE approving a contract by and between the City of Joplin and Alvarez & Marsal (A&M) to provide Professional Administrative Services and Technical Assistance for the American Rescue Plan Act (ARPA) Community Revitalization Program; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin.

Documents:

GREENSHEET - 2024-256.PDF
EXHIBIT A - ALVAREZ AND MARSAL CONTRACT.PDF
EXHIBIT B - ARPA RFP-012 AND ADDENDUM.PDF
EXHIBIT C - BID TABULATION.PDF
EXHIBIT D - ALVAREZ AND MARSAL - PROPOSAL RESPONSE.PDF
EXHIBIT E - GUIDEHOUSE - PROPOSAL RESPONSE.PDF
EXHIBIT F - INTERVIEW TABULATION.PDF
CB - 2024-256.PDF

2. COUNCIL BILL NO. 2024-608
AN ORDINANCE approving a Recruitment Incentive Program designed to attract qualified candidates for vacant positions at the City of Joplin;

attract qualified candidates for vacant positions at the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and setting a date when this Ordinance shall become effective.

Documents:

SUMMARY ITEM 2024-608 RECRUITMENT INCENTIVE PROGRAM.PDF
COUNCIL BILL NO. 2024 - 608 RECRUITMENT INCENTIVE PROGRAM EXHIBIT A.PDF
COUNCIL BILL NO. 2024 - 608 RECRUITMENT INCENTIVE PROGRAM.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2020-541
AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2020-541 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 4.PDF
CB 2020-541 ORDINANCE APPROVING REDEVELOPMENT PROJECT 4.PDF
32ND ST PROJECT AREAS 02-21-2022.PDF

2. COUNCIL BILL NO. 2024-107
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

Documents:

CB2024-107.PDF

13. Unfinished Business

14. New Business

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 15th day of February 2024 (RSMo 610.020)



Joplin EAS Bid Summary

2-20-24



JOPLIN AIR SERVICE HISTORY

- **June 2021 SkyWest began service to Chicago, Denver and Houston. Houston service ended in late 2021.**
- **Late 2021 SkyWest reduced Joplin service to the minimum due to pilot shortages.**
- **March 2022 SkyWest filed with the DOT to terminate existing EAS contracts at 31 cities, including Joplin.**
- **March 2022 DOT issued “Hold In” order for SkyWest to continue EAS operations at JLN.**
- **October 2023 SkyWest expressed an interest in staying in JLN long term.**
- **November 2023 Joplin requested DOT issue RFP for new bids.**



SkyWest (United Express)

- 12 Flights per week
  6 to Denver
  6 to Chicago

- All Flights nonstop after Decatur removed – projected early summer

- 50-passenger CRJ-200

- Annual traffic of 45,240

- Forecast 73% load factor



Boutique Air

-9 Seat Piaggio P180

- All flights to Kansas City

- 30 to 42 round trips per week

- Annual traffic 26,676 to 34,988

Next Steps

- City to review bid proposals and decide on carrier

- City Council approves Resolution

  (2/8/24 - Airport Board voted to recommend SkyWest)

- Draft a letter to DOT with recommendation

- Send letter to DOT representative by March 5, 2024


JOPLIN REGIONAL AIRPORT
AIRPORT POLICE
CHOICE
2024
K9 BUDDY
HONOR
COURAGE
SERVICE



BOUTIQUE AIR

Essential Air Service Proposal

Joplin, MO

DOT-OST-2006-23932

February 5, 2024

About Boutique Air

Our Story

Headquartered in San Francisco, California, Boutique Air has been in operation since 2007. We began by flying fire surveillance missions for the U.S. Forestry Service and Bureau of Land Management. We evolved to provide air charter services across the west coast with our fleet of Pilatus and Beechcraft aircraft.

In July of 2012, Boutique Air applied for commuter operating authority from the Department of Transportation. Boutique Air began flying scheduled service between Los Angeles and Las Vegas in January of 2014.

We have worked to develop effective marketing distribution channels with a reservation system that connects to all primary Global Distribution Systems (GDSs), allowing travel agents access to our flight inventory. You will find us on Worldspan and Galileo (Travelport), Sabre, and Amadeus. In addition, we are on the major Online Travel Agencies (OTAs), including Expedia, Travelocity, Priceline, and Orbitz.

Essential Air Service

On April 22, 2014 Boutique Air received its first EAS contract when the DOT selected the airline to provide service between Clovis, New Mexico and Dallas/Ft. Worth, Texas. Since then, we have continued our track record of success, providing reliable and high quality air transportation to over twenty EAS communities over the past 9 years.

We have also since branched out to providing air transportation services other than Essential Air Service. Boutique Air currently transports passengers for the Nevada Department of Corrections and has also ran competitive, unsubsidized air service to seasonal destinations such as Redmond, Oregon, Burlington, Vermont, and Palm Springs, California.

Our Aircraft

Boutique Air currently operates a modern fleet of Pilatus PC-12 and Twin-Engine Piaggio P180 aircraft. Boutique Air ensures that aircraft are equipped with amenities beyond those found in typical commercial airline aircraft, and that pilots provide a level of customer service beyond that of normal commercial airlines, as they may routinely fly both public and private charter flights. Our aircraft have the following amenities:

- 8 or 9 Passenger Seat Configuration
- Leather Seats
- Pressurized Cabin
- Power Outlets
- Enclosed Lavatory
- Refreshments Provided on all Boutique Flights

Proposal

Our airline service will be operated with 8 or 9 seat modern Pilatus PC-12 or Twin-Engine Piaggio P180 Avanti aircraft. We are proposing a two, three, or four year contract duration for the community to consider with a 7% subsidy increase each year. Our bid consists of either 30, 35, or 42 weekly round trips to Kansas City from Joplin. These will be direct, nonstop flights.

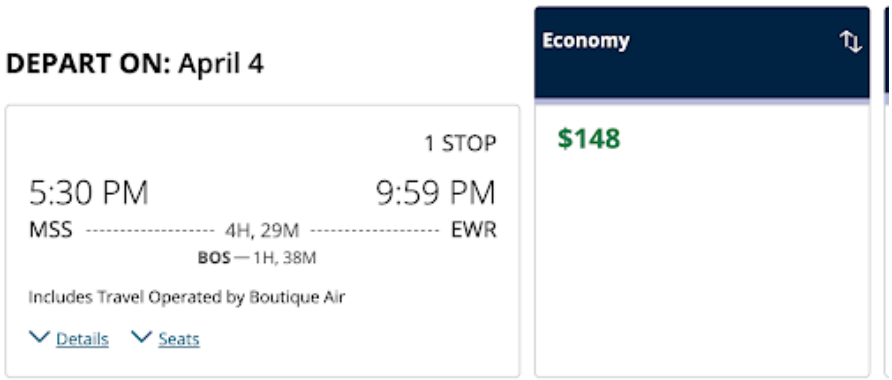
Marketing

In order to increase brand recognition in the communities, Boutique Air will spend at least $20,000 per year in each market if it is selected for advertising & marketing to help ensure that air service for the community is a success. We will utilize a combination of radio, print, billboard, television, GDS's and internet advertising.

United Airlines Interline and Codeshare Agreement

Boutique Air launched an interline and codeshare agreement with United Airlines on May 1, 2017. Customers of Boutique Air will have flow-through ticketing and baggage capabilities for those flights that connect with United Airlines.

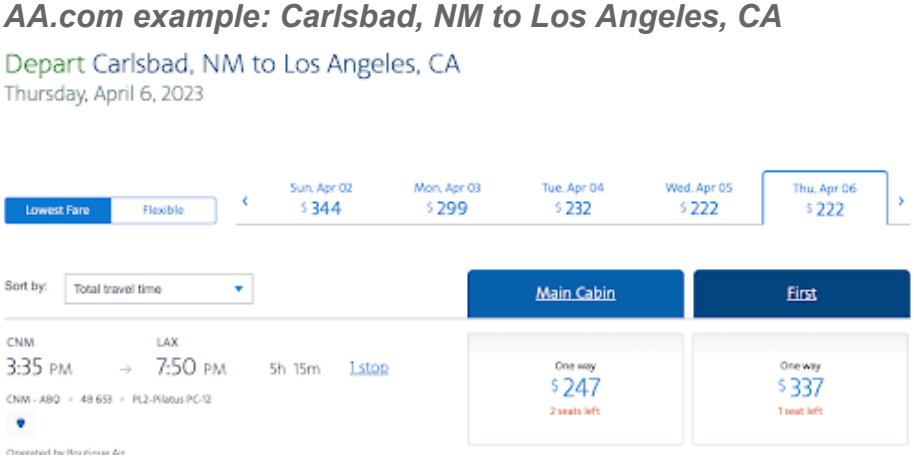
United.com example: Massena, NY to Newark, NJ



American Airlines Interline Agreement

In addition Boutique Air has an interline agreement with American Airlines as of August 7, 2019. Passengers are also able to book through United.com and AA.com and connect with any of United or American flights.

AA.com example: Carlsbad, NM to Los Angeles, CA



Community Input

Shortly after the bids are complete, Boutique Air will schedule meetings with airport and/or city officials. This will allow us to answer any questions and provide additional information.

While we can't promise we will be able to implement everyone's suggestions, we welcome feedback from the community, as well as anyone who may have an interest in the proposed flights. What we can promise is that we will listen to your feedback, and give it the attention and consideration it deserves.

With respect and appreciation,



Shawn Simpson
CEO, Boutique Air

Joplin, MO to Kansas City, MO

Option 1: 30 Weekly Round Trips to MCI

Operations	**P180**	**PC-12**
Scheduled Flights	3,120	3,120
JLN-MCI	1560	1560
MCI-JLN	1560	1560
Scheduled Flight Time	1,760	2,045
Scheduled Block Time	2,410	2,695
Scheduled Seats	28,080	28,080
Scheduled ASM	4,173,290	4,173,290
Revenue		
Passengers	26,676	26,676
Average Fare	$49	$49
Fare Revenue	$1,307,124	$1,307,124
Expenses		
Direct Operating Expenses	$4,450,740	$4,025,118
Indirect Operating Expenses	$688,428	$561,943
Airport Facilities	$154,200	$154,200
Ownership	$1,012,330	$1,063,945
Total Expenses	$6,305,698	$5,805,206
Profit Element		
Margin (5.0%)	$315,285	$290,260
Total Annual Subsidy Year 1	$5,313,859	$4,788,342
Total Annual Subsidy Year 2	$5,313,859	$4,788,342
Total Annual Subsidy Year 3	$5,685,829	$5,123,526
Total Annual Subsidy Year 4	$6,083,837	$5,482,173

Joplin, MO to Kansas City, MO

Option 2: 35 Weekly Round Trips to MCI

Operations	**P180**	**PC-12**
Scheduled Flights	3,640	3,640
JLN-MCI	1,820	1,820
MCI-JLN	1,820	1,820
Scheduled Flight Time	2,053	2,385
Scheduled Block Time	2,811	3,144
Scheduled Seats	32,760	32,760
Scheduled ASM	4,868,838	4,868,838
Revenue		
Passengers	30,467	30,467
Average Fare	$49	$49
Fare Revenue	$1,492,873	$1,492,873
Expenses		
Direct Operating Expenses	$5,251,516	$4,974,031
Indirect Operating Expenses	$803,166	$655,600
Airport Facilities	$154,200	$154,200
Ownership	$1,012,330	$1,063,945
Total Expenses	$7,221,212	$6,847,776
Profit Element		
Margin (5.0%)	$361,061	$342,389
Total Annual Subsidy Year 1	$6,089,399	$5,697,292
Total Annual Subsidy Year 2	$6,089,399	$5,697,292
Total Annual Subsidy Year 3	$6,515,657	$6,096,102
Total Annual Subsidy Year 4	$6,971,753	$6,522,829

Joplin, MO to Kansas City, MO

Option 3: 42 Weekly Round Trips to MCI

Operations	**P180**	**PC-12**
Scheduled Flights	4,368	4,368
JLN-MCI	2,184	2,184
MCI-JLN	2,184	2,184
Scheduled Flight Time	2,464	2,862
Scheduled Block Time	3,374	3,772
Scheduled Seats	39,312	39,312
Scheduled ASM	5,842,606	5,842,606
Revenue		
Passengers	34,988	34,988
Average Fare	$49	$49
Fare Revenue	$1,714,396	$1,714,396
Expenses		
Direct Operating Expenses	$5,960,951	$5,433,454
Indirect Operating Expenses	$963,799	$786,720
Airport Facilities	$154,200	$154,200
Ownership	$1,214,796	$1,489,523
Total Expenses	$8,293,746	$7,863,898
Profit Element (5.0%)		
Margin (5.0%)	$414,687	$393,195
Total Annual Subsidy Year 1	$6,994,037	$6,542,696
Total Annual Subsidy Year 2	$6,994,037	$6,542,696
Total Annual Subsidy Year 3	$7,483,620	$7,000,685
Total Annual Subsidy Year 4	$8,007,473	$7,490,733

February 5, 2024

Mark Raggio
United States Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington, DC 20590

SkyWest Airlines' Essential Air Service Proposal for Joplin, Missouri.

Dear Mr. Raggio:

Attached is SkyWest Airlines' proposal to provide air service from Joplin, MO (JLN) to Denver International Airport (DEN) and/or Chicago O'Hare International Airport (ORD).

SkyWest welcomes the opportunity to continue United Express service to the Joplin community. Our combination of safe and reliable aircraft, well-timed schedules, and access to one of the world's largest airline networks will continue to provide passengers with quality air service and further stimulate economic growth in the region. SkyWest will actively partner with the community to market the service with a variety of promotions including print, digital, radio and online.

As directed by the RFP, we will offer 12 weekly round-trip flights for a three-year term utilizing 50-seat CRJ200's.

Thank you for your consideration.



Daniel Belmont

Director – Market Development

SkyWest Airlines

SkyWest Airlines
Essential Air Service Bid
2/5/2024

	DEN JLN	ORD JLN	**JLN**
Number of round trips per week	6.0	6.0	12.0
Aircraft type	CRJ - 50 Seat	CRJ - 50 Seat	CRJ - 50 Seat
Passenger Revenue			
Passengers	23,400	21,840	45,240
Average fare	$ 120.00	$ 128.00	$ 124.00
Revenue	$ 2,808,000	$ 2,795,520	$ 5,603,520
Block Time			
Trip block time (minutes)	126	116	121
Total scheduled block time	1,310	1,206	2,517
Total completed block time	1,271	1,170	2,441
RPMS			
Passengers	23,400	21,840	45,240
Stage length	582	484	582
Total RPMs	13,618,800	10,570,560	24,189,360
ASMs			
Scheduled departures	624	624	1,248
Competed departures	605	605	1,211
Stage length	582	484	533
Available Seats	50	50	50
Total ASMs	18,158,400	15,100,800	33,259,200
Revenue	$ 2,808,000	$ 2,795,520	$ 5,603,520
Marketing Costs	$ 10,000	$ 10,000	$ 20,000
Direct operating expenses	$ 3,677,197	$ 3,473,864	$ 7,151,061
Departure related	$ 1,527,525	$ 1,527,525	$ 3,055,051
ASM related	$ 169,236	$ 140,739	$ 309,976
Total expenses	$ 5,383,958	$ 5,152,129	$ 10,536,087
Operating income (loss)	$ (2,575,958)	$ (2,356,609)	$ (4,932,567)
5% profit margin	$ 269,198	$ 257,606	$ 526,804
Annual subsidy requirement (Year 1)	**$ 2,845,156**	**$ 2,614,216**	**$ 5,459,372**
Annual subsidy requirement (Year 2)	**$ 3,044,317**	**$ 2,797,211**	**$ 5,841,528**
Annual subsidy requirement (Year 3)	**$ 3,257,419**	**$ 2,993,015**	**$ 6,250,434**
Effective Subsidy rate per unit			
Subsidy per trip	$ 4,701	$ 4,319	$ 4,510
Subsidy per passenger	$ 122	$ 120	$ 121
Load factor	75%	70%	73%

JOPLIN CITY COUNCIL
FEBRUARY 5, 2024
MEETING MINUTES

CALL TO ORDER

The February 5, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Doug Lawson.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Anthony Monteleone, Gary Shaw, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Motion by Mr. Cortez, second by Mr. DeTar to move Council Bill No. 2024-253 up. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-253

Mayor Lawson opened the Public Hearing.

Melodee Colbert-Kean and Nanda Nunnelly spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2024-253

Mr. Cortez introduced Council Bill No. 2024-253 AN ORDINANCE changing the name of S McKee Avenue, beginning at E 3rd Street and extending North along said public right-of-way to E Central Street, to "JD Love Way" in the City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2024-253 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2024-253.

PRESENTATIONS

Joplin Area Chamber of Commerce Quarterly Update

Travis Stephens from the Chamber presented.

TEConomy Presentation

This presentation will be rescheduled for a later meeting.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

City crews are kicking off a beautification project along Main Street this week, and we encourage drivers to use caution as they approach the work zones. Joplin Parks and Recreation and Public Works will work with Simpson Lawn Care to replace the invasive Callery Pear trees with more appropriate trees: the Ivory Silk Japanese Lilac and the fruitless Spring Snow Crabapple tree. These smaller, flowering trees are more suitable for downtown beautification.

The first phase will focus on the area from 2nd to 8th Streets. After completing the downtown area, crews will work from 15th Street to 32nd Street. Replacing Joplin Ave. trees will also be addressed and are currently being evaluated.

Replacing the trees along Main Street is a long-planned investment to enhance the overall appearance of the main corridor through our community and provide an attractive area for existing and new businesses. The city anticipates completing the project by late spring 2024.

Funds for this project result from the citizen-approved Proposition Use Tax and the associated Beautification Initiative efforts.

The week of March 18-23, Joplin Sports Authority will host the NJCAA, DII, Women's Basketball Championship. 20 teams and 400 athletes will compete at the Leggett and Platt Athletic Center. Details and team information will be coming soon as the girl's season moves to the big finale in Joplin.

On April 8th, Joplin will again experience a total eclipse of the sun. Details are being worked out with the Creative Learning Alliance and local media providers.

May 13-19 Joplin will host the National Council of Corvette Club's 65th annual Convention. We expect nearly 400 Corvette owners in town that week with Visit Joplin and Landers Chevrolet sponsorship of the May Third Thursday for the convention, with a special concert by a Route 66 favorite, The Road Crew.

On the morning of October 16th, 40-50 vintage military vehicles will be displayed at the old Joplin airport as a 2024 Jefferson Highway Military Convoy pulls through Joplin.
These and more Happenings can be found on the VisitJoplinMo.com events page.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-251

Mayor Lawson opened the Public Hearing.

Brent Hale spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2024-251

Mr. Copple introduced Council Bill No. 2024-251 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) property as described below and located at 2012 W 2nd St. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2024-251 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2024-251.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-252

Mayor Lawson opened the Public Hearing.

Logan Ellis spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2024-252

Mr. DeTar introduced Council Bill No. 2024-252 AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located West of the Intersection of Wildwood Ranch Parkway Ave and Nellie Mae. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-252 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2024-252.

CONSENT AGENDA

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

Minutes From the January 16, 2024, City Council Meeting

COUNCIL BILL NO. 2024-601 - AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Three Hundred and Sixty-Five Thousand Seven Hundred and Twenty-Six Dollars ($365,726) for Mercy Park Electrical Improvement services authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. **Ordinance No. 2024-017.**

COUNCIL BILL NO. 2024-602 - AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Two Hundred and Eleven Thousand Five Hundred Two Dollars and No Cents ($211,502.00) for Joe Becker Stadium Improvement services; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.
Ordinance No. 2024-018.

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-106

Mr. DeTar introduced Council Bill No. 2024-106 - AN ORDINANCE approving an agreement with Satterlee Plumbing, Heating & Air Conditioning Co. in the amount of Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-six and 00/100 DOLLARS ($597,756.00) for Justice Center Water Line Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-106 be tabled. Voting in favor were Council Members: Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: Cortez, Monteleone, 2. The Council Bill was **tabled**.

COUNCIL BILL NO. 2024-353

Mr. Copple introduced Council Bill No. 2024-353 - AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 828 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand dollars ($3,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2024-353 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-019**.

COUNCIL BILL NO. 2024-502

Mr. Copple introduced Council Bill No. 2024-502 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-502 be passed on an emergency basis Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The

Council Bill was declared adopted and entitled **Ordinance No. 2024-020**.

COUNCIL BILL NO. 2024-603

Mr. Cortez introduced Council Bill No. 2024-603 AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Downs and St. Germain, a Florida Corporation, to conduct a Tourism Visitor Profile of the Joplin tourism region for the not to exceed the price of Seventy-Five Thousand and 00/100 Dollars ($75,000.00), authorizing the City Manager to execute the same by and on behalf of the City of Joplin and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2024-603 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-021.**

COUNCIL BILL NO. 2024-604

Mr. Cortez introduced Council Bill No. 2024-604 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with The World Street Art Foundation, The Netherlands, to consult on developing and marketing a 3D Street Painting Festival for three years (2024, 2025, 2026), with an option to add 2027, as a signature event to mark the centennial of Route 66 and increase international visitation to the Joplin tourism market and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2024-604 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-022**.

COUNCIL BILL NO. 2024-605

Mr. Copple introduced Council Bill No. 2024-605 - AN ORDINANCE approving a Purchase Order to be issued to Motorola Solutions, Inc. in the amount of One Hundred Forty-Four Thousand, Two Hundred Sixty-Six Dollars and No Cents ($144,266.00) for the annual service agreement; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2024-605 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2024-023.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-107

Mr. Copple introduced Council Bill No. 2024-107 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-107 be passed on the first reading and advance to second and third. Voting

in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Stinnett, and Williams, 8. Nays: Shaw, 1. The Bill was read as Council Bill No. 2024-107.

COUNCIL BILL NO. 2024-254

Mr. DeTar introduced Council Bill No. 2024-254 - AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 3rd Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-254 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2024-254.

COUNCIL BILL NO. 2024-255

Mr. DeTar introduced Council Bill No. 2024-255 COUNCIL BILL NO. 2024-255 - AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 4th Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-254 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2024-255.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Case 002-24: NW Corner of S Maiden Ln and W 22nd St – Site Plan Review – A request to review a site plan – KC DT LLC. Motion by Mr. DeTar, second by Mr. Cortez to approve site plan 002-24. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

Mr. Stinnett commented that he watched Springfield's meetings. They have fewer emergency bills and are a larger city. He also commented that Springfield holds meetings with Council and Citizen Advisory Commissions.

The meeting was adjourned at 7:45 p.m.

Respectfully,

Holly Nagy, City Clerk

JOPLIN CITY COUNCIL
FEBRUARY 12, 2024
SPECIAL MEETING MINUTES

CALL TO ORDER

The February 12, 2024, special meeting of the Joplin City Council was called to order at 5:00 p.m. by Mayor Doug Lawson.

City Clerk Holly Nagy read the Special Call:

Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a special meeting and work session beginning at 5:00 p.m. on Monday, February 12, 2024, in the 5th Floor Council Chambers, 602 S. Main Street to discuss the topics below.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Anthony Monteleone, Gary Shaw, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Motion by Mr. Cortez, second by Mr. Monteleone to convene into Closed Session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 5:30 p.m.

Respectfully,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-251 – Rezoning

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 001-24: 1012 W 2nd St – Rezoning – A request to rezone from M-2 (Heavy Industrial) to R-3 (Multi-family Residential) – Land Scout, LLC

BACKGROUND:
The Future Land Use Map identifies the area as Moderate Density Residential. Under Article 4 of the Joplin Development Code, R-3 is a compatible district with a Moderate Density Residential Neighborhood. Moderate Density Residential Neighborhoods allow for a variety of housing types. These neighborhoods typically connect to walkable community centers and planned corridors. The property is located on a Collector Street (W 2nd St). This type of neighborhood designation is most compatible in moderately trafficked areas that connect to more use intensive districts.

While there is existing Industrial zoned property and uses adjacent to the subject property, Industrial is not the best use for this property. The Industrial property that exists now is left over from before the Industrial Park pattern of development, that is typically more isolated. The fraternal police lodge that is adjacent is zoned M-2, but it is a legally non-conforming use. The Industrial uses that are present in the neighborhood are much older sites that have been around for some time, which is not consistent with the modern pattern of development. Now, Industrial zones are seen in more isolated or remote neighborhoods formed into a campus-style pattern of development.

PLANNING & ZONING COMMISSION TESTIMONY:

Brit Hale represented the case. He stated that they plan on developing either a multi-family project or single-family homes or duplexes that front 2nd Street. Mr. Rosenberg asked why they were requesting R-3. Mr. Bellairs stated that R-3 gave them more options for development. Ms. Phillips asked about the number of units being proposed. Mr. Bellairs stated that because no plans have been presented yet, we do not know. Mr. Hale split the lots to leave a dense enough area to keep their options open, but that no plans have been reviewed or proposed at this time. Mr. Bellairs stated that the density regulations would determine how many units they could provide.

PUBLIC COMMENT;

There was no comment in favor or opposition of this case.

RECOMMENDATIONS:

Staff recommends approval for Council Bill 2024-251

Planning & Zoning Commission recommends approval for Case 001-24 (5 in Favor, 1 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 001-24: Rezoning

2012 W. 2nd St.-Rezoning-A request to rezone from M-2 (Heavy Industrial) to R-3 (Multi-Family Residential)- Land Scout, LLC.

Brit Hale, 2431 Stinnet Dr. Joplin, Missouri represented Land Scout, LLC. They proposed to put single family homes or duplexes facing 2nd street and potentially multi-family apartments along Oliver. They would retain access from 2nd street and Oliver. This would allow people to go in and out that way. This would support the additional housing that was across the street.

Mr. Kimble asked if there were any questions from the Commission on Case 001-24.

Mr. Rosenberg stated Mr. Hale had mentioned houses and apartments. Mr. Rosenberg asked why they were going for R-3 instead of R-2.

Mr. Bellairs stated they had requested R-3 because to do the multi-family development they had requested. He stated that duplexes on a multi-family development they need multi-family zoning to do that.

Mr. Rosenberg stated okay.

Ms. Phillips stated she knew this was premature because they were not looking at site plans or anything, but can you guess at how many living units will be in there or stand-alone structures.

Mr. Hale stated they way they have it platted they have three lots that face 2nd street that would support in his opinion either single family residences or a duplex. Then the larger tract would have access from both streets. He stated he was uncertain the number of units that would potentially go in there with the R-3 zoning being flexible to build either small to medium apartments or a certain number of duplexes. He did not have the number of duplexes that would fit on that square footage planned out just yet.

Ms. Phillips directed a question to Mr. Bellairs. She asked based on the square footage was there a maximum.

Mr. Bellairs stated they had discussed this during the plan review area of this project, and they had not really received any plans like Mr. Hale said. Mr. Bellairs said what they had discussed was whatever they propose, if they are going to do duplexes you must have a minimum of 7800 square feet per duplex. And depending on what type of housing style or apartment or building Mr. Hale proposed to put on the lots. The square

footage density changes depending on what you are trying to do. So, it comes down to when they get to that stage that is when they will look at whether it fits or not.

Mr. Jackson asked if this was the existing side of the F.O.P. Lodge or would this be around it.

Mr. Hale stated he believed it was both. They currently sit on a 4.4-acre parcel, and they would retain 1.2 acre there on the corner. Mr. Hale said they would then own the remaining approximate 3 acres.

Mr. Jackson said so the F.O.P. Lodge would remain in existence.

Mr. Hale stated correct they would stay there, and they wanted to retain parking to support their events to the west. They own all the way to that corner.

Mr. Jackson stated ok.

Mr. Kimble asked if there was any one to speak in favor of Case 001-24.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 001-24.

There were none.

MR. ROSENBERG MOVED THAT CASE 001-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 1 NAY, 1 ABSENT) MS. WARREN VOTED NAY.

Z&P Meeting: January 8, 2024
City Council Meeting: February 5, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 001-24 A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential)

LOCATION 2012 W 2nd St

APPLICANT Land Scout, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 3.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2/R-2	M-2	M-2	R-2 PD/R-1
Land Use	Service/Single-Family Residential	Manufacturing	Manufacturing/ Storage & Warehousing	Single-Family Residential

FUTURE LAND USE

The property is identified as Future Moderate Density Residential on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Oliver Ave	Local	60′
W 2nd St	Collector	40′

UTILITIES

City utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the area as Moderate Density Residential. Under Article 4 of the Joplin Development Code, R-3 is a compatible district with a Moderate Density Residential Neighborhood. Moderate Density Residential Neighborhoods allow for a variety of housing types. These neighborhoods typically connect to walkable community centers and planned corridors. The property is located on a Collector Street (W 2nd St). This type of neighborhood designation is most compatible in moderately trafficked areas that connect to more intensive districts.

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

While there is existing Industrial zoned property and uses adjacent to the subject property, Industrial is not the best use for this property. The Industrial property that exists now is left over from before the Industrial Park pattern of development, that is typically more isolated. The fraternal police lodge that is adjacent is zoned M-2, but it is a legally non-conforming use. The Industrial uses that are present in the neighborhood are much older sites that have been around for some time, which is not consistent with the modern pattern of development. Now, Industrial zones are seen in more isolated or remote neighborhoods formed into a campus-style pattern of development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This property is consistent with the City's development patterns, which is discussed in the Comprehensive Plan section of this staff report. Due to this, and the fact that the requested zoning will be a less intensive zoning district than M-2, the requested change will not detrimentally affect nearby property.

DISCUSSION

The applicant/owner requested the zoning change after they purchased and split the subject property from the SW Missouri Regional Fraternal Order Police Lodge. The applicant plans to sell the property for future multi-family development.

Staff recommends approval of Case 001-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 001-24
Filing Fee: $550.00
Received: 11/30/23
Date Advertised:
Proj. No.: 24-009
Public Hearing Date: 1/8/23

Applicant: Land Scout, LLC (Caden Pennick) Phone No.: 417-622-8208
Address: 2507 Rolla Joplin MO 64801 Email: cmpennick@gmail.com
Owner: Land Scout, LLC (Brit Hale) Phone No.: 417-388-1446
Address: 2431 Stinnet Dr Joplin MO 64804 Email: brit@carlinteam.com
Location of Property: 2012 W 2nd St Joplin MO 64801
Present Use of Property: meeting/gathering hall + vacant land
Proposed Use of Property: small multi family
Current Zoning: M-2 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential	R2
South	Comm/Industrial	M2
East	Comm/Industrial	M2
West	Residential+	R1,R2-PD

Character of the Neighborhood: mixed use, "newer" homes to the North
older homes and churches, other mixed uses to West

Relationship to Existing Zoning Pattern:

Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: We cannot build residences whether single family or small multi family in comm/industrial zoned districts. We believe highest and best use is small multi family.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: W 2nd St, Oliver.

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: unknown

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: Sewer Easement through the middle of property accomodates existing structure and future plans. Sloped drainage to South also supports future plans.

Unique Characteristic of Property and/or Additional Comment:
Our plan will provide additional housing on otherwise unused land, this plan supports and promotes the City's future use map and planning as well.

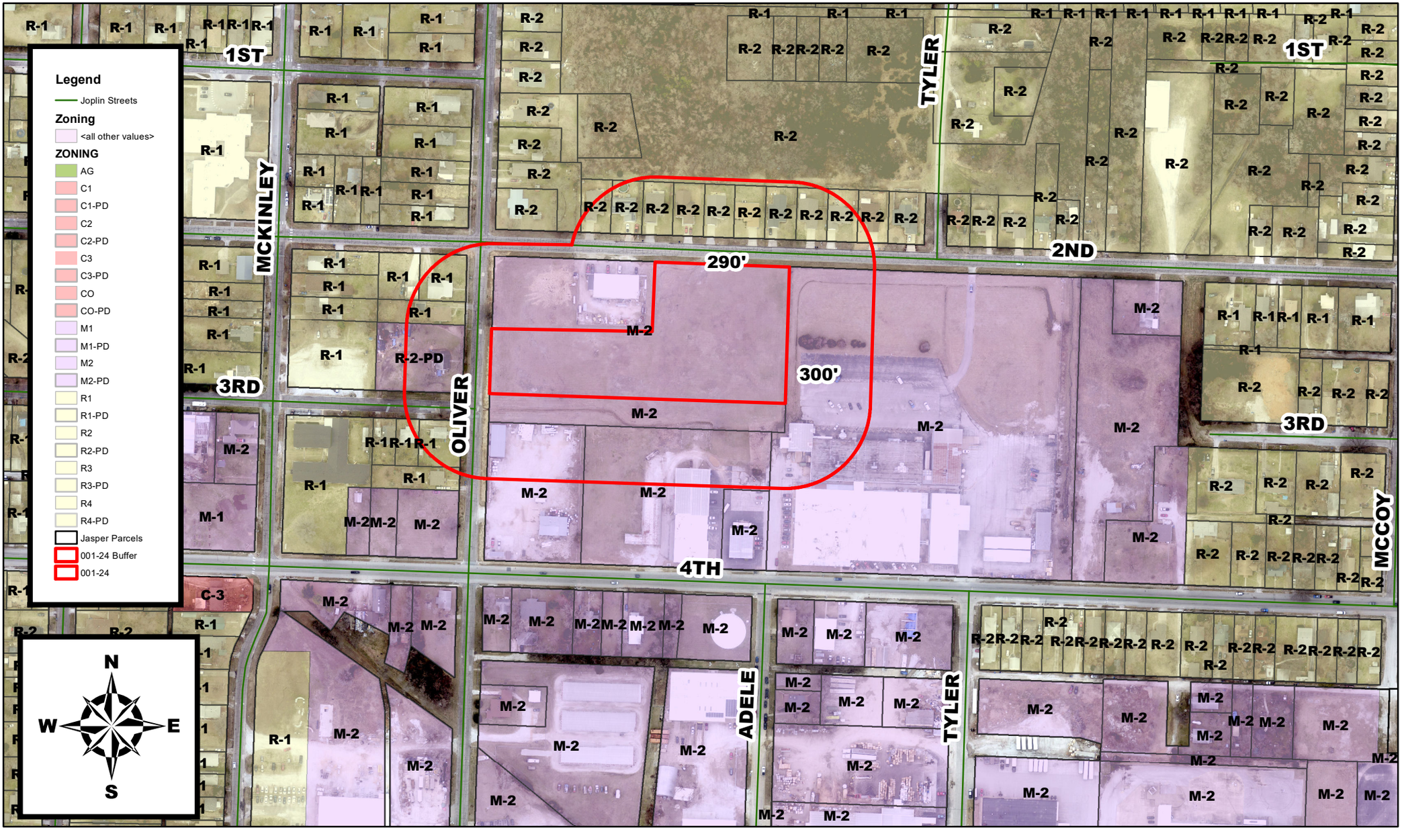
Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed application.
◉	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
◉	○	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
◉	○	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 11/27/2023

Case 001-24: Rezoning



2012 W 2nd St – Rezoning – A request to rezone from M-2 (Heavy Industrial) to R-3 (Multi-family Residential) – Land Scout, LLC

0 90 180 360 540 720 Feet

P & Z Case 001-24
Land Scout, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-251 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) property as described below and located at 2012 W 2nd St.

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. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District R-3 (Multi-Family Residential).

ALL THAT PART OF MISCELLANEOUS TRACT 15 LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SECOND STREET AND OLIVER AVENUE; THENCE S87°55'16"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET A DISTANCE OF 641.93 FEET; THENCE S02°08'17"W A DISTANCE OF 300.33 FEET; THENCE N87°56'12"W A DISTANCE OF 641.28 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLIVER AVENUE; THENCE N02°00'52"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 300.50 FEET TO THE POINT OF BEGINNING.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-252 – Voluntary Annexation

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 005-24: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae – Voluntary Annexation – A request to voluntary annex property into the Corporate Limits of the City of Joplin – Lance Ledford

BACKGROUND:
This subject property is part of the Eagle's Edge Subdivision. The Preliminary Plat has already been approved by the Planning and Zoning Commission. The property requesting to be annexed is phases 3 and 4 of this subdivision. These phases are directly West of phases 1 and 2, which were previously annexed and had gone through Final Plat approval by Planning and Zoning Commission and City Council.

PLANNING & ZONING COMMISSION TESTIMONY:
Katrina Smith with OWN Engineering represented the case. She stated that the requested annexation is less than 10 acres. Mr. McCullough asked if the City was responsible for street signs, as they were not in place for the existing phases. Mr. Bellairs said he believed that street signs were put in place after notifying Public Works, but that he would follow up and confirm. Mr. Bellairs stated that he was not sure if they had reached that point yet in phases 1 and 2.

PUBLIC COMMENT;
Lance Ledford, the co-owner of Ledford Construction, spoke in favor and was available for questions.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-252
Planning & Zoning Commission recommends approval for Case 005-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 005-24: Voluntary Annexation

Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae- Voluntary Annexation- A request to voluntary annex property into the Corporate Limits of the City of Joplin-Lance Ledford.

Katrina Smith, 3019 Pennsylvania Ave., Joplin, Missouri present on behalf of OWN, Inc. representing the Ledfords. They have requested to voluntarily annex a little less than 10 acres into the City of Joplin.

Mr. Kimble asked if there were any questions from the Commission on Case 005-24.

Mr. McCullough asked a question of staff. He stated he noticed there were no street signs for the street. He asked if that was the responsibility of the builder or the City.

Mr. Bellairs asked to clarify if they were referring to Nellie Mae.

Mr. McCullough stated yes.

Mr. Bellairs said he believed the street signs must come from Public Works. There was correspondence involved. Mr. Bellairs stated he did not know if they had reached that point yet.

Mr. Kimble asked if there was any one to speak in favor of Case 005-24.

Lance Ledford, 2806 Arizona Ave., Suite C, Joplin, Missouri. He stated he was co-owner of Ledford Construction and was available if anyone had questions.

Mr. Kimble asked if there was any one to speak in opposition of Case 005-24.

There were none.

MR. JACKSON MOVED THAT CASE 005-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

Z&P Meeting: January 8, 2024
City Council Meeting: February 5, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 005-24 A request to voluntarily annex property into the City of Joplin

LOCATION Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae

APPLICANT Lance Ledford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper/Newton County, MO)	Vacant	Approximately .5 acres

DISCUSSION

This subject property is part of the Eagle's Edge Subdivision. The Preliminary Plat has already been approved by the Planning and Zoning Commission. The property requesting to be annexed is phases 3 and 4 of this subdivision. These phases are directly West of phases 1 and 2, which were previously annexed and had gone through Final Plat approval by Planning and Zoning Commission and City Council.

Staff recommends approval of Case 005-24.

ENCLOSURES

- Map of area to be annexed
- Application

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

_____

_____

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 1 day of December 2023, before me appeared _____

_____

_____

_____, to me known to be the _____

_____ of _____

_____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Jinah Rai Lee

My commission expires: Jan 10, 2026

JINAH RAI LEE
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 22564950
My Commission Expires Jan 10, 2026

Voluntary

Annexation Application

Married

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only

Case No.: 005-24
Filing Fee: $0.00
Received: 12/1/23
Proj. No.: 24-015

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Ledford Construction Phone No. 417.952.2364

Email: _____

Applicant Name: Lance Ledford Phone No. 471.952.2364

Email: lanceledford@yahoo.com

Mailing Address: 2806 Arizona Ave Suite C, Joplin, MO 64804

Annexation Property Address: W. 32nd Street & W. Wildwood Ranch parkway & 29th Street

Present Use of Property: Agricultural / Vacant

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': Missouri American Water

Name of sewer provider, or list 'septic': City of Joplin

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*****THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*****

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Ledford Construction **Telephone Number:** 417-952-2364

Property Address: Leah Lane & W. 32nd Street Joplin MO 64804

1. **Is the annexation the result of an out-of-town sewer agreement?** ____ Yes __X__ No
2. **Is this property residential property?** ____ Yes __X__ No
3. **Are there any businesses located on this property?** ____ Yes __X__ No

If yes, how many businesses are located on this property? ____

Please list the following information for each business located on the property:

Business #1:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? ____ Yes ____ No

Business #2:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

/MENTS

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes ___X___No

If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

Do you plan to build residential living units on the property ___X___Yes _____No

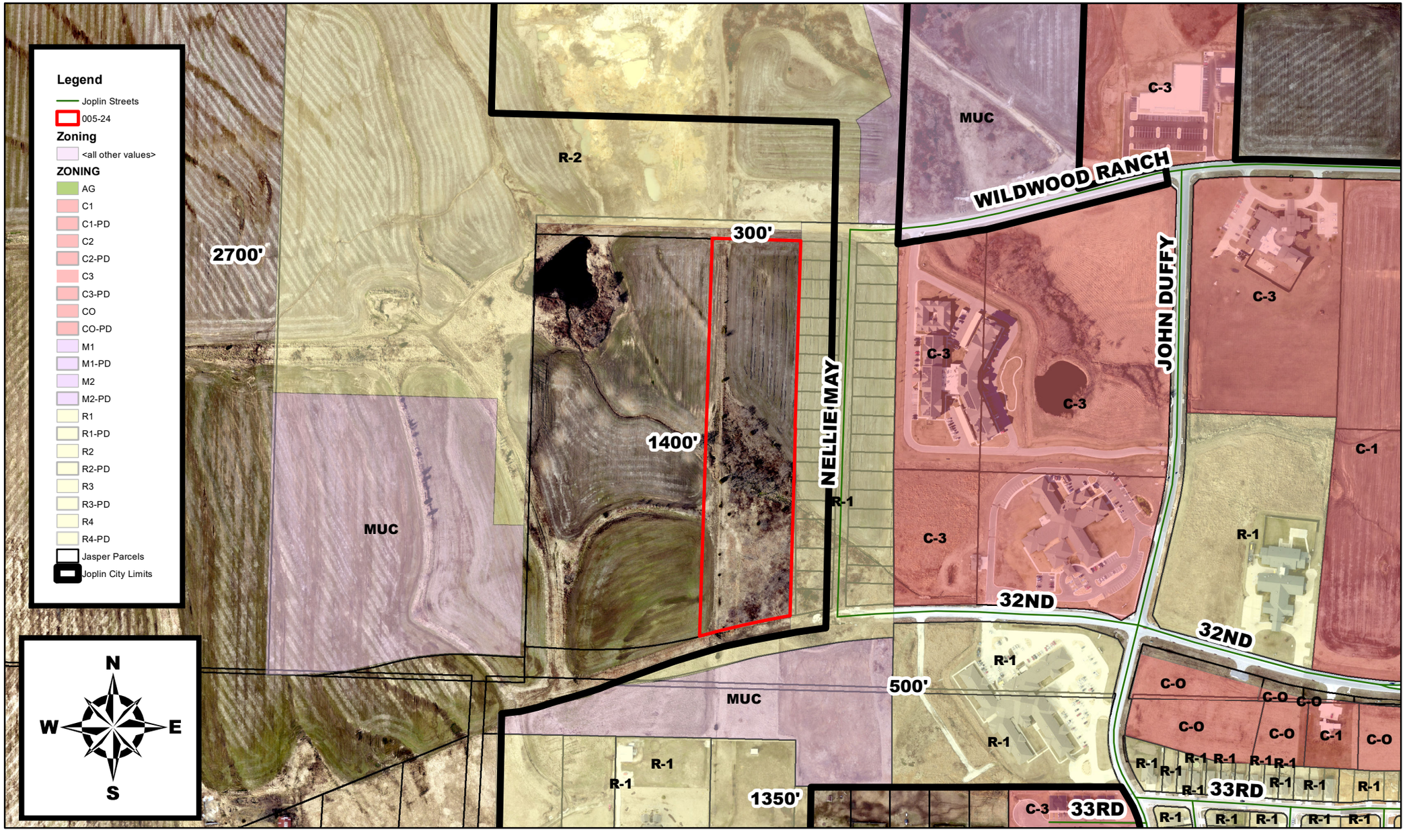
If Yes, how many

Single-family house(s)	38	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

Are (or Will) the living unit(s) be on a well _____ Yes ___X___No
If NO, please furnish the name of the water company _____

Are (or Will) the living unit(s) have a septic system? _____ Yes ___X___ No
If NO, please furnish the name of the municipal sewer system _____

Case 005-24: Voluntary Annexation



Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae– Voluntary Annexation – A request to voluntary annex property into the Corporate Limits of the City of Joplin – Lance Ledford

P & Z Case 005-24
Joplin Travel Plaza, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-252 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located West of the Intersection of Wildwood Ranch Parkway Ave and Nellie Mae.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE

NORTH 00°00’00” EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2” IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°49'48" EAST, 646.47 FEET, TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE NORTH 88°10'12" WEST, 142.00 FEET; THENCE NORTH 88°23'50" WEST, 50.00 FEET; THENCE NORTH 88°30'00" EAST, 120.00 FEET; THENCE NORTH 01°49'48" EAST, 651.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF WEST WILDWOOD RANCH PARKWAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°30'00" EAST, 312.00 FEET, TO THE NORTHWEST CORNER OF LOT 11 IN EAGLE EDGE PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 24, AT PAGE 30; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 651.92 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.67 ACRES, MORE OR LESS.

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40’30” WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00’00” EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2” IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET, TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, 322.46 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 77°14'55" WEST, A DISTANCE OF 322.31 FEET; THENCE 0.07 FEET ALONG A 1455.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 74°46'11" WEST, A DISTANCE OF 0.07 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°49'48" EAST, 726.74 FEET; THENCE SOUTH 88°30'00" EAST, 120.00 FEET; THENCE SOUTH 88°23'50" EAST, 50.00 FEET; THENCE SOUTH 88°10'12" EAST, 142.00 FEET TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT

BOOK 25, AT PAGE 6; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 646.47 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WEST 32ND STREET SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.90 ACRES, MORE OR 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 thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-253 – Street Renaming

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 006-24: S McKee Ave, between 3rd St and Central St – Street Renaming – A request to rename said portion of S McKee Ave to JD Love Way – City of Joplin

BACKGROUND:
The City received a request to change the name of a portion of S McKee Ave, in honor of retired Police Officer, JD Love. Officer Love had lived in this neighborhood and Ms. Melodee Colbert-Kean requested the renaming to commemorate his service. City officials informed Ms. King that the request required a public hearing and agreed to apply and bring the request on the requestee's behalf. The proposed new name for the Street is JD Love Way. The Way designation is consistent with the street naming patterns of the City.

This case is a public hearing and notices were sent to affected property owners with property directly adjacent to this portion of S McKee Ave. Protest Petitions were included with the letters notifying recipients of the hearing and where to submit signed Protest Petitions if the recipients were opposed to the renaming. The notices were sent before the typical 15-day period in order to give the property owners additional time to respond.

PLANNING & ZONING COMMISSION TESTIMONY:
Commissioners inquired about the addressing impact this would have on the property owners with frontage along S McKee Ave. Mr. Bellairs explained the impacts on addressing, mailing and emergency services. Ms. Melodee Colbert-Kean approached the podium and explained that they had decided that they would seek a ceremonial renaming, that would have an additional sign go up under S McKee Ave, without changing any addresses.

PUBLIC COMMENT;
There was no other comment in favor or against the proposed renaming.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-253
Planning & Zoning Commission recommends approval for Case 006-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 006-24: Street Renaming

S. McKee Ave, between 3rd St. and Central Street-Street renaming-A request to rename said portion of S. McKee Ave to JD Love Way-City of Joplin.

Tyler Bellairs, representing the City of Joplin presented the case on behalf of the family of retired police officer, J.D. Love. He was a resident of the neighborhood and the family had requested to honor him and his service to the community with the renaming of this section of McKee Ave. to J.D. Love Way. He stated the City staff had sent out notices to the residents in the area about the change. Those letters were mailed out earlier than usual to give the residents the opportunity to petition if they were opposed to the change. He stated the City staff had received no inquires or returns of the request. The City had not received any opposition.

Mr. Rosenberg asked if the City had to notify the post office and approve it or does it make any difference.

Mr. Bellairs stated that was why we held it has a public hearing and we notify the residents because the address change does affect the residents that are adjacent to that section of the street. He said that was their due diligence to make sure utility billing, post office addressing and all that changes. He stated the City did not notify them but we let the applicants know that someone was requesting to rename the street.

Mr. Kimble asked if that was part of the information mailed out in the packets to the residents. He stated he assumed it was a packet.

Mr. Bellairs stated no, our typical letter just lets the residents know of the request. The City does not go into detail. The letter had a phone number they could call if they had questions. He said it was a very generalized letter. A petition was included with the letter.

Ms. Phillips stated, so the residents did not get a list advising them who they needed to contact. She said, so these people were just on their own to figure everything out. Change it on their checkbook. It is a big deal. Ms. Phillips stated she would not want to go through it.

Mr. Bellairs stated they do not go in detail.

Ms. Phillips stated, so if this passed tonight and passed in Council you would do a follow up letter with these people and make suggestions as to what they should do.

Mr. Bellairs said we could but that was typically not our process.

Ms. Phillips stated she did not know if the people who own the houses live in the houses.

Mr. Bellairs said when we send any letters the letters go to the property owners.

Mr. McCullough asked if the homeowners or business owners incurred any expenses in changing their addresses would the City reimburse them.

Mr. Bellairs stated not that he knew of, he was not aware of anything.

Mr. Rosenberg asked if they were going to keep both names up there.

Mr. Bellairs said that after discussing it with Public Works that when it gets renamed it just becomes the new road name.

Melodee Colbert-Kean approached the podium and began to speak. Ms. Colbert-Kean addressed the questions the Commission had been asking and she stated that she had spoken with Mr. Troy Bolander 3-4 months earlier about this and it is not going to change the name of McKee. She said there would not really be a need for 911, utilities or anything like that to be changed because this is a ceremonial sign change. It would go before the other one, McKee would still be in existence, J.D. Love Way would go up at the top. Ms. Colbert-Kean stated she had spoken with the Boy's Club; she was on the Board there. She had the approval from Mr. Humphries, himself. He was all in favor of it.

Mr. Kimble asked if there were any questions from the Commission on Case 006-24.

Mr. Rosenberg said he wished to make a statement. He stated Jason Love is very deserving of this award.

Ms. Colbert-Kean stated absolutely.

Mr. Rosenberg said he graduated from Joplin Senior High School, played football, boxed for a while, he was a graduate of M.S.S.U., retired police officer and a friend. He is deserving of this award.

Ms. Colbert-Kean said she agreed totally.

Mr. Kimble asked if there was any one to speak in favor of Case 006-24.

There was none.

Mr. Kimble asked if there was any one to speak in opposition of Case 006-24.

There was none.

MR. JACKSON MOVED THAT CASE 006-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

Planning, Development, & Neighborhood Services
602 S Main Street
Joplin, Missouri 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

December 8, 2023

Dear Property Owner/Resident/Tenant:

The City has received a request to rename S McKee Ave to JD Love Way, between 3rd St and Central Street, **Case 006-24.** The tax record of Jasper/Newton County show you to be the owner of property along this portion of McKee Ave.

If you are opposed to this request, please complete and return the attached petition of protest. Notary services are available at City Hall at no charge if you do not have access to one.

City Code requires two public hearings for this request. They are on the following dates:

PLANNING & ZONING COMMISSION
Monday, January 8, 2024, at 4:00 PM

CITY COUNCIL MEETING
Monday, February 5, 2024, at 6:00PM

These meetings are held in the Council Chambers on the 5th Floor of Joplin City Hall, located at 602 S. Main St. If you have any questions or would like additional information, you are urged to attend the public hearings, call 417-624-0820 ext. 1510, or email Zoning-Planning@JoplinMO.org. Please reference the case number above.

If you are opposed to this request, you must submit a petition of protest, signed and notarized, prior to the City Council meeting at the above listed date. Property petitions of protest are available in the Office of Planning, Development, and Neighborhood Services at 602 S. Main St., online at www.joplinmo.org/1018/PlanningZoning-Applications, or can be requested via email to Zoning-Planning@JoplinMO.org.

Sincerely,

Tyler Bellairs
Planner
City of Joplin

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at _____ _____ Joplin, Missouri, and do hereby protest Case Number _____. We provide the following additional comments: _____

_____

_____

_____

_____

_____

_____

_____

Name: _____ Name: _____

Sign: _____ Sign: _____

Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ Day of _____ 20___, before me personally appeared _____

_____

_____to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

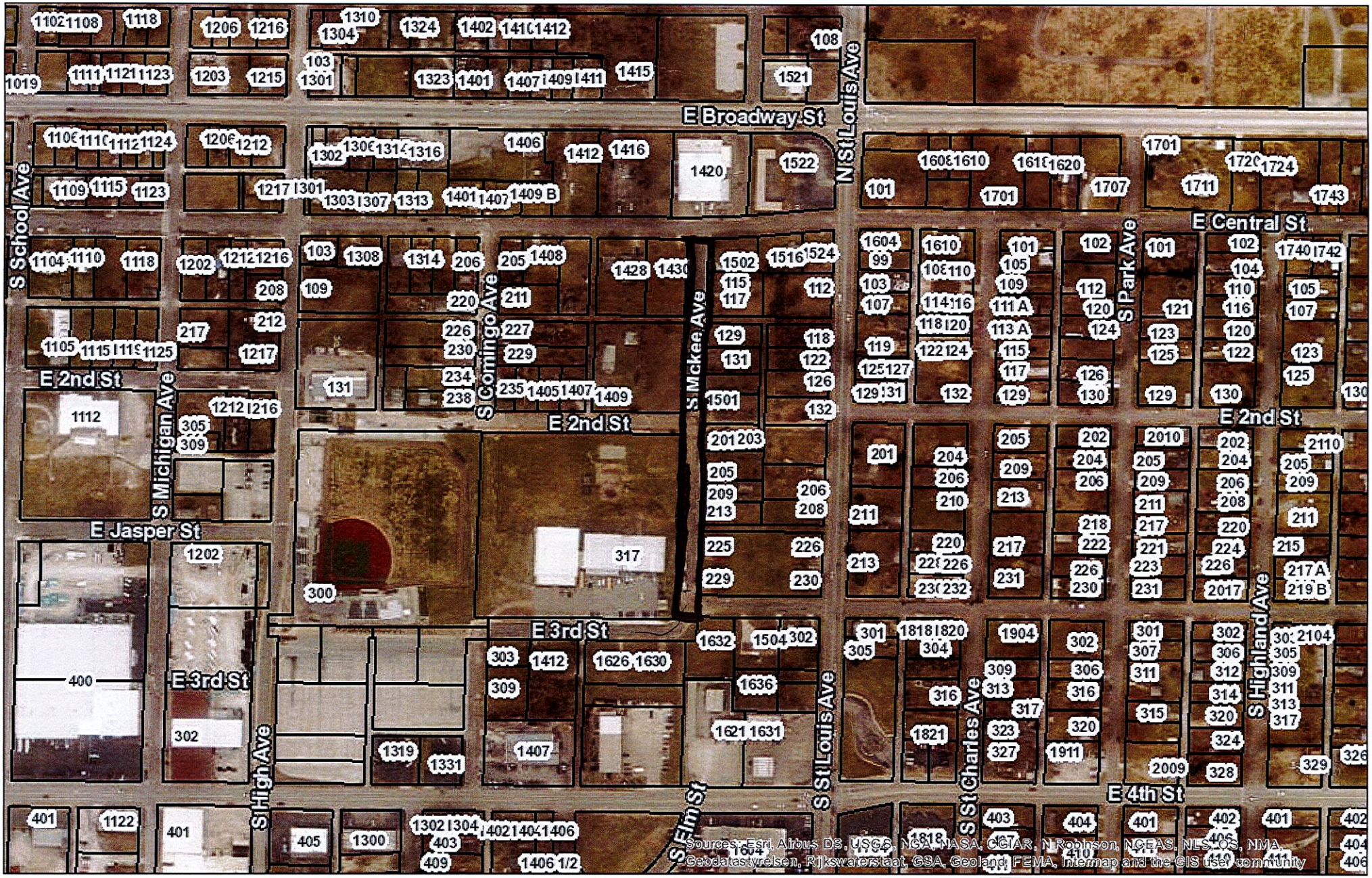
In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in _____, the day and year first above written.

_____

_____

Notary Public

My Commission expires _____.



Date: 12/4/2023

1 " = 376 '

0 0.035 0.07 0.14 mi

N

Joplin City Limits

Addresses

Jasper Parcels

Newton Parcels

Joplin Streets

Red: Band_1

Green: Band_2

Blue: Band_3

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Street Renaming

CASE 006-24 A request to rename a street.

APPLICANT City of Joplin

REPRESENTATIVE City of Joplin

LOCATION A portion of S McKee Ave, between 3rd St and Central St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Public Right-of-Way	Approximately 50′ Wide

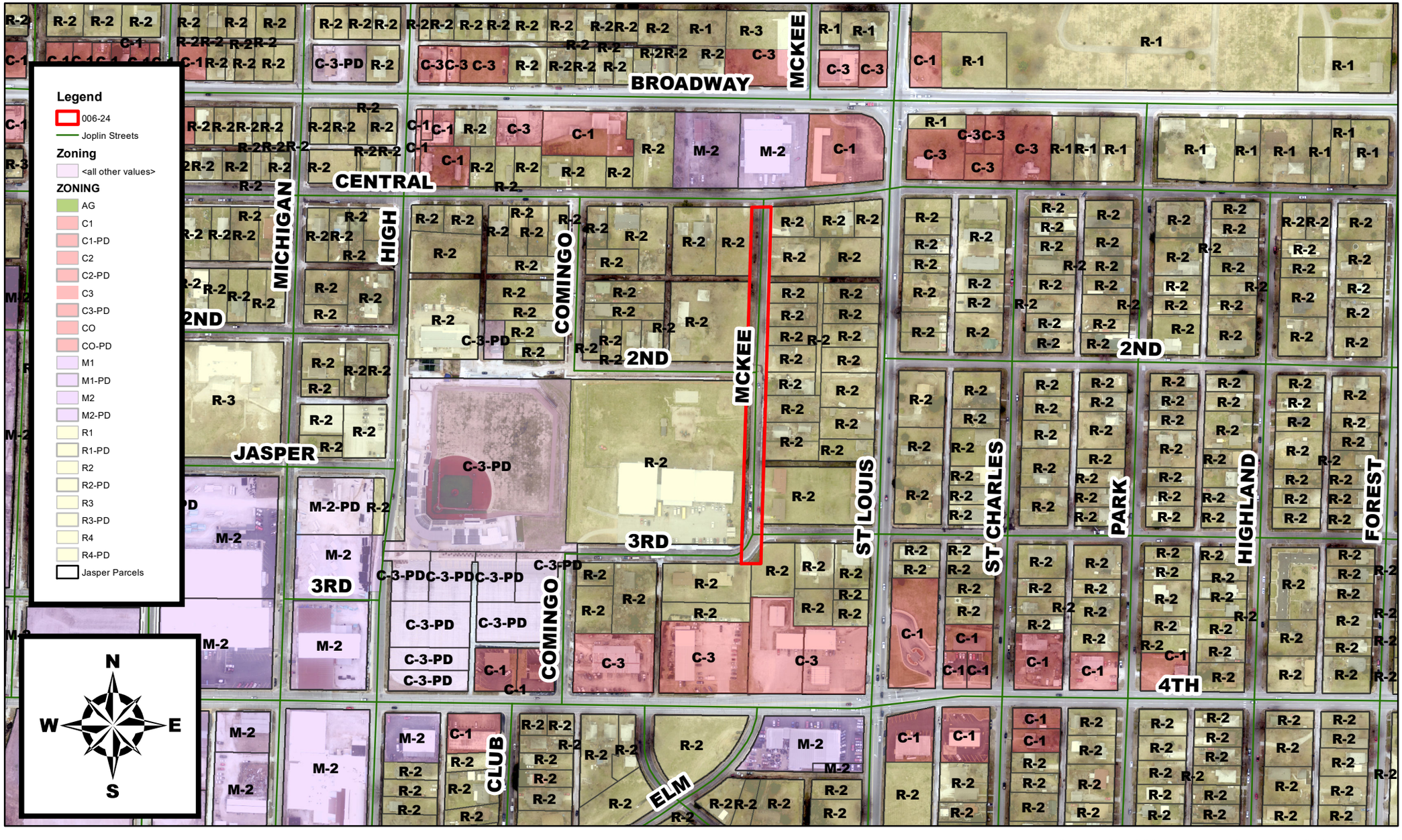
REASON FOR RENAMING

The City received a request to change the name of a portion of S McKee Ave, in honor of retired Police Officer, JD Love. Officer Love had lived in this neighborhood and Ms. Melodee Colbert-Kean requested the renaming to commemorate his service. City officials informed Ms. King that the request required a public hearing and agreed to apply and bring the request on the requestee's behalf. The proposed new name for the Street is JD Love Way. The Way designation is consistent with the street naming patterns of the City.

This case is a public hearing and notices were sent to affected property owners with property directly adjacent to this portion of S McKee Ave. Protest Petitions were included with the letters notifying recipients of the hearing and where to submit signed Protest Petitions if the recipients were opposed to the renaming. The notices were sent before the typical 15-day period in order to give the property owners additional time to respond.
Staff recommends approval of Case 051-23.

ENCLOSURES
- Application
- Map

Case 006-24: Street Renaming



S McKee Ave, between 3rd St and Central Street – Street Renaming –
A request to rename said portion of S McKee Ave to JD Love Way – City of Joplin

P & Z Case 006-24
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-253 ORDINANCE NO.

AN ORDINANCE changing the name of S McKee Avenue, beginning at E 3rd Street and extending North along said public right-of-way to E Central Street, to "JD Love Way" 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 the name of S McKee Ave, beginning at E 3rd Street and extending north along said public right-of-way to E Central Street, be changed to "JD Love Way" in the City of Joplin, Jasper County, Missouri, said street described as follows:

ALL THAT PART OF THE 50' PUBLIC RIGHT-OF-WAY KNOWN AS S MCKEE AVE LYING SOUTH OF E CENTRAL ST AND NORTH OF E 3RD STREET.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-254 – Final Plat

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 003-24: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae – Final Plat – A request to review a final plat for Eagle's Edge Phase 3 – Lance Ledford

BACKGROUND:
The proposed plan meets the Subdivision Regulations in the Joplin Development Code under Article 3, and Lot size requirements outlined in Article 5. Phases 1 and 2 of this subdivision were previously approved by the Planning and Zoning Commission and City Council. Phase 3 is consistent with the rest of the subdivision phases in terms of the number of lots, lot sizes, and lot layout. There is a total of 20 lots in this phase.

PLANNING & ZONING COMMISSION TESTIMONY:
Katrina Smith from OWN Engineering represented the case. Mr. Lance Ledford, the co-owner of Ledford Construction was also present for any questions.

PUBLIC COMMENT;
There was no comment in favor or in opposition of this case.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-254
Planning & Zoning Commission recommends approval for Case 003-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 003-24: Final Plat

> Property west of the intersection of Wildwood Ranch Parkway and Nellie Mae-Final Plat-A request to review a final plat for Eagle's Edge Phase 3-Lance Ledford.

Katrina Smith, 3019 Pennsylvania Ave., Joplin, Missouri present on behalf of OWN, Inc. representing the Ledfords. She is presenting the final plat 3 for Eagle's Edge.

Mr. Kimble asked if there were any questions from the Commission on Case 003-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 003-24.

Lance Ledford, 2806 Arizona Ave., Suite C, Joplin, Missouri. He stated he was co-owner of Ledford Construction and was available if anyone had questions.

Mr. Jackson asked if all the houses would be single-family residential.

Mr. Ledford stated yes.

Mr. Kimble asked if there was any one to speak in opposition of Case 003-24.

There were none.

MR. JACKSON MOVED THAT CASE 003-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

Z&P Meeting: January 8, 2024
City Council Meeting: February 5, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 003-24 Final Plat Review

NAME OF SUBDIVISION Eagle's Edge Phase 3

LOCATION: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae

APPLICANT: Lance Ledford

PRESENT ZONING: R-1 (Single-Family Residential)

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-1	MUC	MUC/R-2/Outside of City Limits
Land Use	Vacant	Single-Family Dwellings	Vacant	Vacant

SUBDIVISION:

Number of lots
20

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Leah Lane	Local	50′

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

No.

UTILITIES: All necessary utilities will be extended and constructed for the site. This includes stormwater detention, sewer, electric, water, and gas.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

The proposed plan meets the Subdivision Regulations in the Joplin Development Code under Article 3, and Lot size requirements outlined in Article 5. Phases 1 and 2 of this subdivision were previously approved by the Planning and Zoning Commission and City Council. Phase 3 is consistent with the rest of the subdivision phases in terms of the number of lots, lot sizes, and lot layout. There is a total of 20 lots in this phase.

Staff recommends approval of Case 003-24

ENCLOSURES:

Applicant Material
Final Plat
Map

Final Plat Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 003-24
Filing Fee: $0
Received: 12/1/23
Subdivision No.:
Proj. No.: 24-013

Applicant: Lance Ledford Phone No.:

Address: 2806 Arizona Ave, Suite C Email: 417-952-2364

Owner: Ledford Construction + Development Company, LLC Phone No.:

Address: 2806 Arizona Ave., Suite C Email: Lanceledford@yahoo.com

Location of Property: Wildwood Ranch Parkway

Present Use of Property: Vacant / Ag Zoning: none

Design Professional who Prepared the Plat: OWN, Inc.

Phone No.: 417-782-7399 Email: ksmith@weareown.com ; cshort@weareown.com

Name of Subdivision: Eagles Edge Plat 3

Total Acres: 4.67 Total Lots: 20

Instructions:
The following checklist is to be completed **by the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

To be shown on plat: The following information is **required** to be shown on the plat.

Yes	No	
☒	○	Name of the subdivision

X	○	Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct
X	○	Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments
X	○	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines
X	○	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block
X	○	Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets
X	○	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use
○	○	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission
X	○	Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements
X	○	Name and address of the registered land surveyor preparing the plat
X	○	Scale of plat, 1" = 100' or larger, date or preparation and north point
X	○	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated

Submission of Documents: The following documents **must** be submitted in addition to this application.

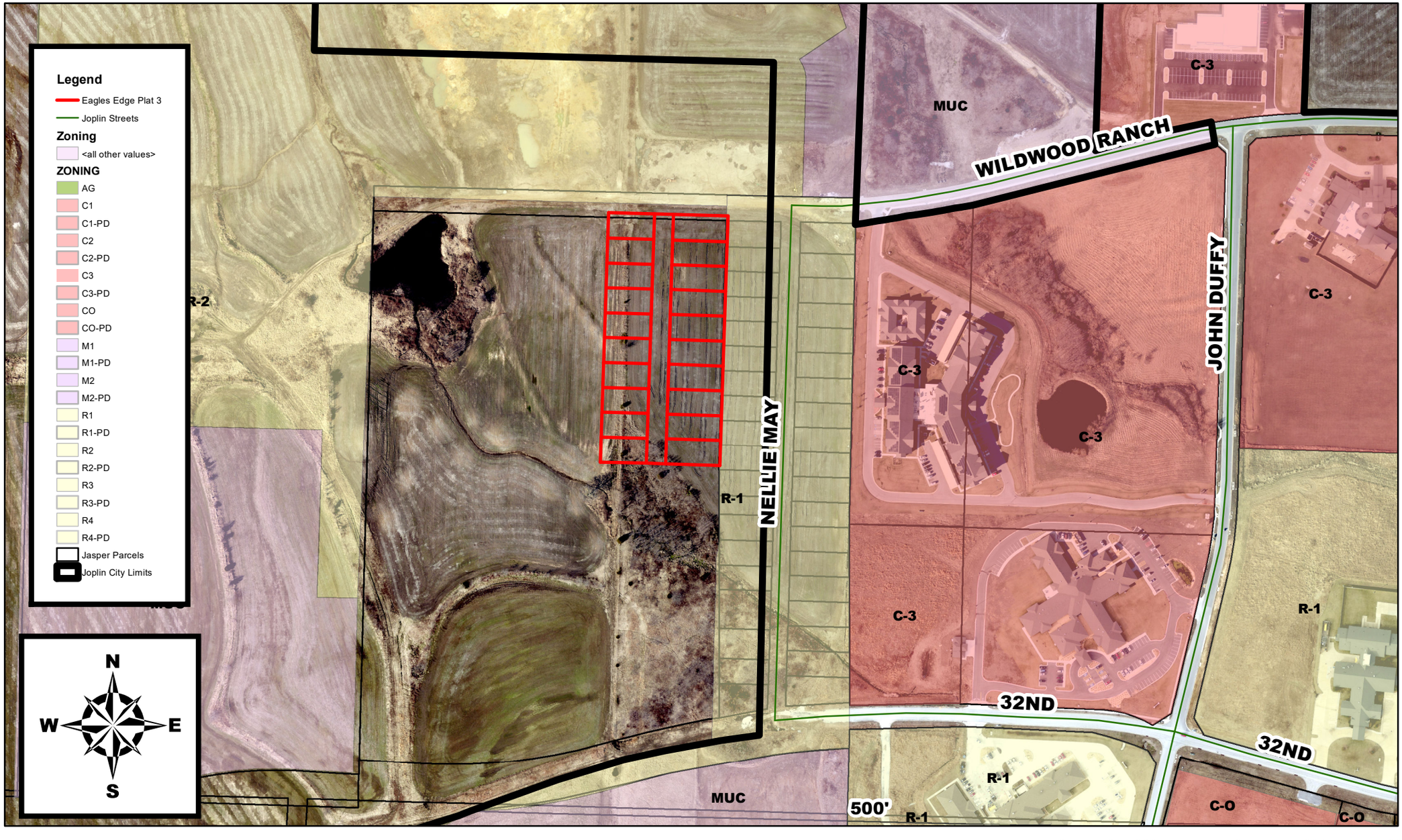
Yes	No	
X	○	Was the original on mylar, and 20 paper copies submitted?
X	○	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

○	☒	Was a bond or letter of credit submitted?
☒	○	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?
☒	○	Is the signature of owner(s) and, as necessary, mortgager(s) on plat?
☒	○	Are dedications or reservations signed over on plat?
☒	○	Has the surveyor preparing plat stamped and signed?
○	☒	Has a copy of any deed restrictions or covenants been provided?
○	☒	Are additional comments attached?

Final plats that do not meet subdivision regulations will **not** be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

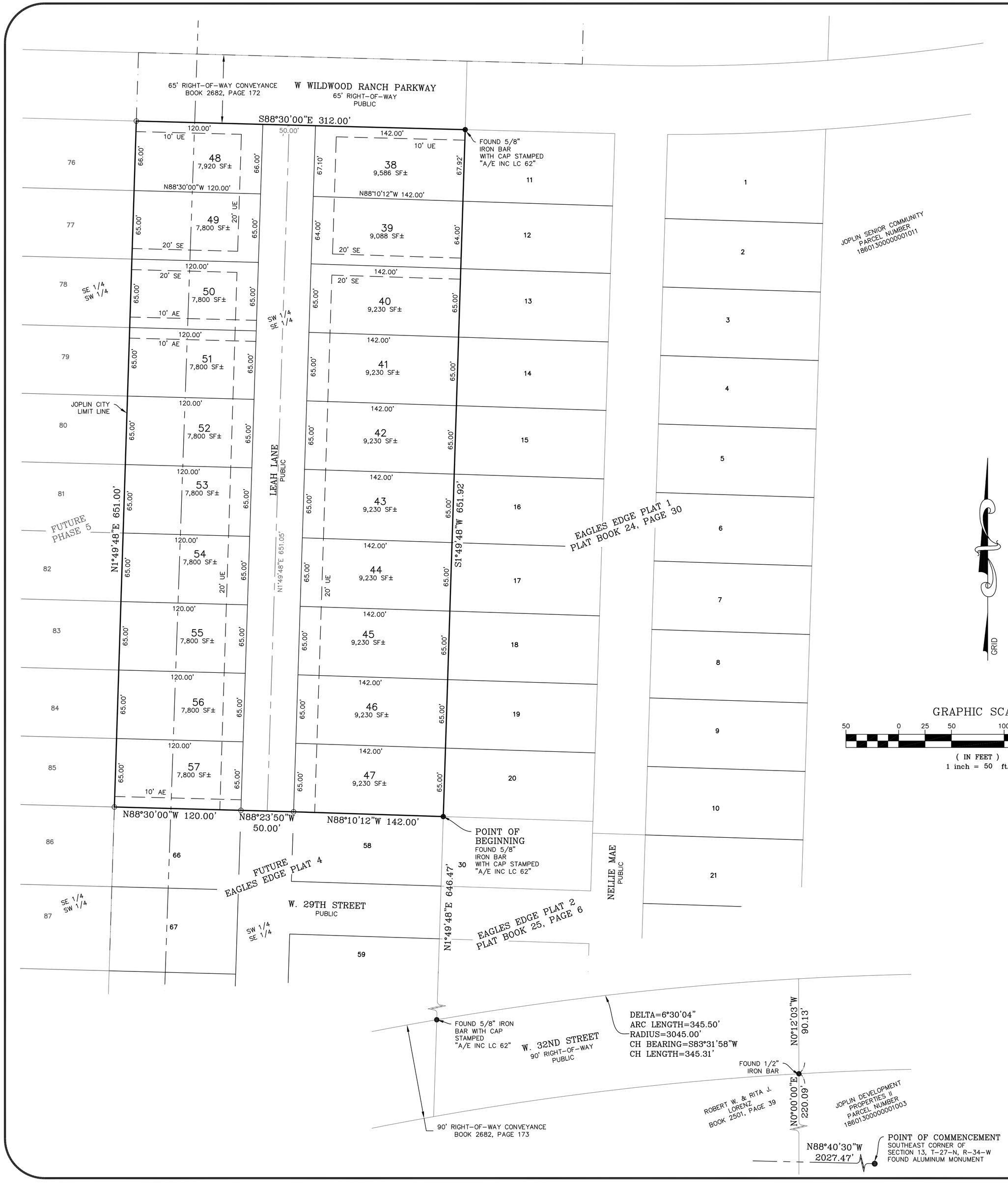
Signature: _____ **Date:** _____

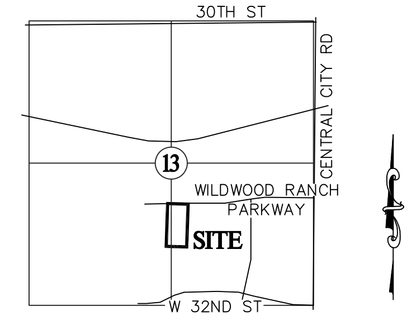
Case 003-24: Final Plat



Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae– Final Plat - A request to review a final plat for Eagle's Edge Phase 3 – Lance Ledford

FINAL PLAT OF EAGLES EDGE PLAT 3 CITY OF JOPLIN, JASPER COUNTY, MISSOURI





LOCATION SKETCH
SECTION 13
T 27 N, R 34 W
SCALE: 1"=2000'

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 29097C0265E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

LEGEND

●	FOUND MONUMENT AS NOTED
○	SET 5/8" IRON PIN WITH PLASTIC CAP STAMPED LC 62
UE	UTILITY EASEMENT
AE	ACCESS EASEMENT
SE	STORM DRAINAGE EASEMENT
———	PROPERTY LINE
— — — —	EASEMENT
— · — · —	CITY LIMIT LINE
— — — —	SECTION LINE

ZONING DATA:
SUBJECT PROPERTY IS ZONED R-1 (RESIDENTIAL DISTRICT)

BUILDING SETBACK LINE
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT:
RESIDENTIAL STREET: 6'
COLLECTOR STREET: 10'
PRIMARY THOROUGHFARES: 15'
ALL STREETS LESS THAN 50' RIGHT-OF-WAY: 15'
REAR: 25'

NOTES
1. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.
2. DISTANCES SHOWN ARE GRID DISTANCES IN US SURVEY FEET.

SURVEY DESCRIPTION

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°49'48" EAST, 646.47 FEET, TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE NORTH 88°10'12" WEST, 142.00 FEET; THENCE NORTH 88°23'50" WEST, 50.00 FEET; THENCE NORTH 88°30'00" EAST, 120.00 FEET; THENCE NORTH 01°49'48" EAST, 651.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF WEST WILDWOOD RANCH PARKWAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°30'00" EAST, 312.00 FEET, TO THE NORTHWEST CORNER OF LOT 11 IN EAGLE EDGE PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 24, AT PAGE 30; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 651.92 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.67 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, COVENANTS, RIGHT-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON OWN, INC. FORMERLY KNOWN AS ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP-100-7254.

SUBDIVISION INFORMATION

TOTAL ACRES:	4.67±
STREET DEDICATION ACRES:	0.75±
TOTAL NO OF LOTS:	20
SMALLEST LOT:	7,800± SQ. FT. (LOTS 49-57)
LARGEST LOT:	9,586± SQ. FT. (LOT 38)
CURRENT ZONING:	R-1
SOURCE OF WATER:	CITY OF JOPLIN
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2528, PG 23
ACCURACY STANDARD:	URBAN

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, AND THAT THE BOUNDARY CORNER MONUMENTS ARE AS SHOWN HEREON, AND THAT THE LOT CORNER MONUMENTS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER THE PLAT HAS BEEN RECORDED.

LAST REVISION DATE DECEMBER 11, 2023
ANDERSON ENGINEERING, INC. L.C. 62
by

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

RONALD W. WALLACE
MO P.L.S. NO. 2019015191

12-11-23
DATE

ZONING & PLANNING COMMISSION APPROVAL
THIS PLAT OF EAGLES EDGE PLAT 3 HAS BEEN SUBMITTED TO AND RECOMMENDED FOR APPROVAL BY THE JOPLIN CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____

CITY APPROVAL
THIS PLAT OF EAGLES EDGE PLAT 3, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____, OF JOPLIN, MISSOURI.

_____ (SEAL)
MAYOR

ATTEST:

CITY CLERK _____ CITY ENGINEER _____

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, LANCE LEDFORD, PRESIDENT OF LEDFORD CONSTRUCTION AND DEVELOPMENT COMPANY, LLC, HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20____.

(Signed)_____
LANCE LEDFORD
2806 ARIZONA AVE, SUITE C
JOPLIN, MO 64804

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, _____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME LANCE LEDFORD, PRESIDENT OF LEDFORD CONSTRUCTION AND DEVELOPMENT COMPANY, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF RECORDING

SOURCE OF DEED
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
BOOK 2528, PAGE 23

DEVELOPER AND OWNER
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
2806 ARIZONA AVE., SUITE C
JOPLIN, MO 65804

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
JOSHUA OATHOUT, P.E.
RONALD W. WALLACE, P.L.S.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 12-11-23
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 23J010080

JOP 100-7254
SHT. 1 OF 1 REV. ___

P & Z Case 003-24
Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-254 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 3rd Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri

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

Section 1. That the grades in the Plat of Subdivision located at West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County Missouri be and the same are hereby fixed and established as follows:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°49'48" EAST, 646.47 FEET, TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE NORTH 88°10'12" WEST, 142.00 FEET; THENCE NORTH 88°23'50" WEST, 50.00 FEET; THENCE NORTH 88°30'00" EAST, 120.00 FEET; THENCE NORTH 01°49'48" EAST, 651.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF WEST WILDWOOD RANCH PARKWAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°30'00" EAST, 312.00 FEET, TO THE NORTHWEST CORNER OF LOT 11 IN EAGLE EDGE PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 24, AT PAGE 30; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 651.92 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.67 ACRES, MORE OR LESS.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-255 – Final Plat

MEETING DATE:
February 5, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2024 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 004-24: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae – Final Plat – A request to review a final plat for Eagle's Edge Phase 4 – Lance Ledford

BACKGROUND:
The proposed plan meets the Subdivision Regulations in the Joplin Development Code under Article 3, and Lot size requirements outlined in Article 5. Phases 1 and 2 of this subdivision were previously approved by the Planning and Zoning Commission and City Council. Phase 4 is consistent with the rest of the subdivision phases in terms of the number of lots, lot sizes, and lot layout. There is a total of 18 lots in this phase.

PLANNING & ZONING COMMISSION TESTIMONY:
Katrina Smith from OWN Engineering represented the case. Mr. Lance Ledford, the co-owner of Ledford Construction was also present for any questions. Ms. Phillips asked when construction would begin. Mr. Ledford stated hopefully by May 1st.

PUBLIC COMMENT;
There was no comment in favor or in opposition of this case.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-255
Planning & Zoning Commission recommends approval for Case 004-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 004-24: Final Plat

Property west of the intersection of W 32nd St and Nellie Mae-Final Plat-A request to review a final plat for Eagle's Edge Phase 4-Lance Ledford.

Katrina Smith, 3019 Pennsylvania Ave., Joplin, Missouri present on behalf of OWN, Inc. representing the Ledfords. She is presenting the final plat 4 for Eagle's Edge.

Mr. Kimble asked if there were any questions from the Commission on Case 004-24.

Ms. Phillips asked when will the construction begin.
Lance Ledford, 2806 Arizona Ave., Suite C, Joplin, Missouri. He stated he was co-owner of Ledford Construction and was available if anyone had questions.

Mr. Ledford stated hopefully May 1st.

Mr. Kimble asked if there was any one to speak in favor of Case 004-24.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 004-24.

There were none.

MR. ROSENBERG MOVED THAT CASE 004-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT).

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 004-24 Final Plat Review

NAME OF SUBDIVISION Eagle's Edge Phase 4

LOCATION: Property West of the Intersection of Wildwood Ranch Parkway and Nellie Mae

APPLICANT: Lance Ledford

PRESENT ZONING: R-1 (Single-Family Residential)

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-1	MUC	MUC/R-2/Outside of City Limits
Land Use	Vacant	Single-Family Dwellings	Vacant	Vacant

SUBDIVISION:

Number of lots
18

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Leah Lane	Local	50′
W 29th St	Local	50′
W 32nd St	Arterial	60′

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

No.

UTILITIES: All necessary utilities will be extended and constructed for the site. This includes stormwater detention, sewer, electric, water, and gas.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

The proposed plan meets the Subdivision Regulations in the Joplin Development Code under Article 3, and Lot size requirements outlined in Article 5. Phases 1 and 2 of this subdivision were previously approved by the Planning and Zoning Commission and City Council. Phase 4 is consistent with the rest of the subdivision phases in terms of the number of lots, lot sizes, and lot layout. There is a total of 18 lots in this phase.

Staff recommends approval of Case 004-24

ENCLOSURES:

Applicant Material
Final Plat
Map

Final Plat Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 004-24
Filing Fee: $0
Received: 12/1/23
Subdivision No.:
Proj. No.: 24-014

Applicant: Lance Ledford Phone No.:

Address: 2806 Arizona Ave, Suite C Email: lanceledford@yahoo.com

Owner: Ledford Construction + Development Company, LLC Phone No.: 417-952-2364

Address: 2806 Arizona Ave., Suite C Email:

Location of Property: [redacted] W. 32nd St.

Present Use of Property: Vacant/Ag Zoning: none

Design Professional who Prepared the Plat: OWN, Inc.

Phone No.: 417-782-7399 Email: ksmith@weareown.com; cshort@weareown.com

Name of Subdivision: Eagles Edge Plat 4

Total Acres: 4.90 Total Lots: 18

Instructions:
The following checklist is to be completed **by the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

To be shown on plat: The following information is **required** to be shown on the plat.

Yes	No	
⊘	○	Name of the subdivision

X	○	Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct
X	○	Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments
X	○	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines
X	○	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block
X	○	Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets
X	○	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use
○	○	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission
X	○	Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements
X	○	Name and address of the registered land surveyor preparing the plat
X	○	Scale of plat, 1" = 100' or larger, date or preparation and north point
X	○	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated

Submission of Documents: The following documents **must** be submitted in addition to this application.

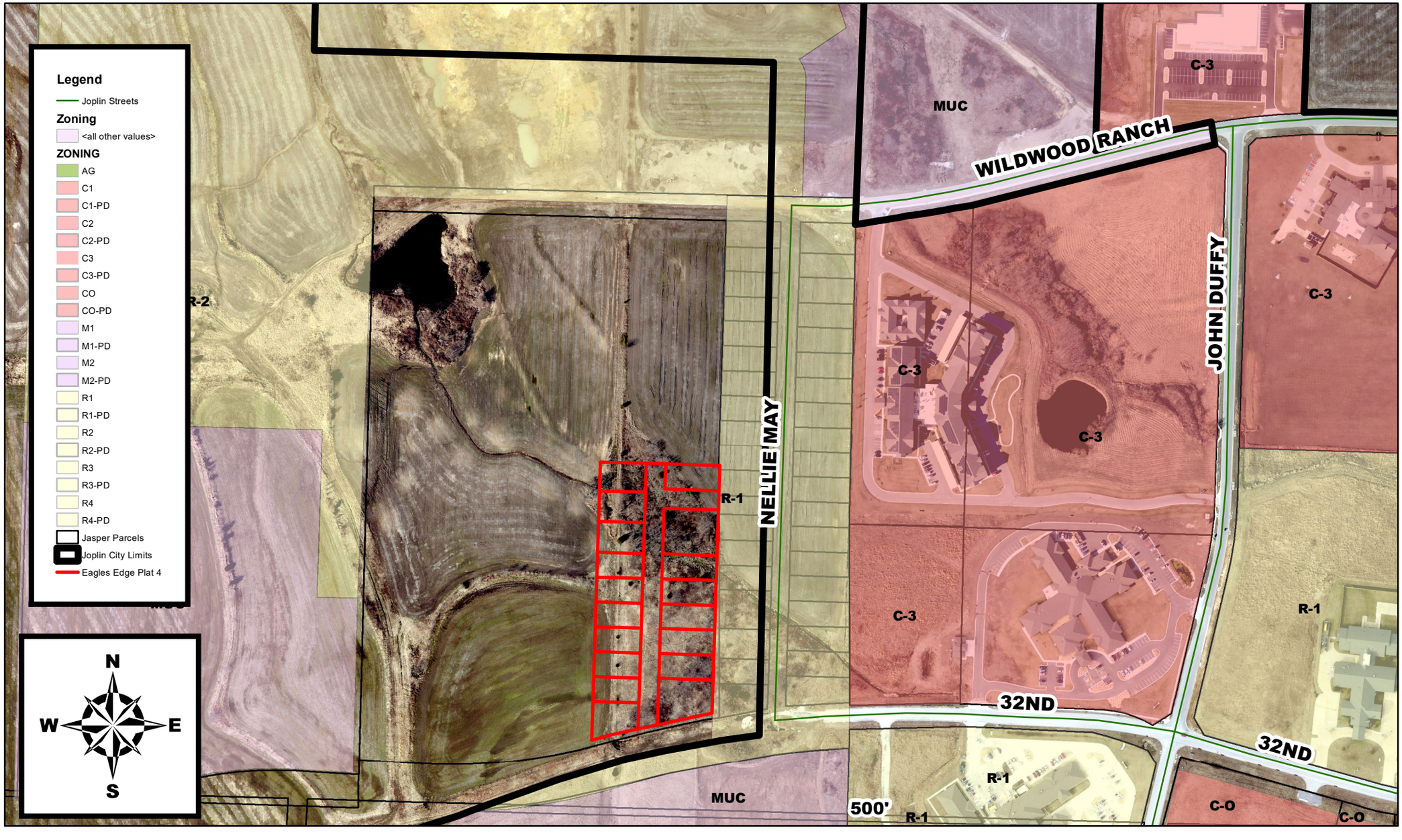
Yes	No	
X	○	Was the original on mylar, and 20 paper copies submitted?
X	○	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

○	☒	Was a bond or letter of credit submitted?
☒	○	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?
☒	○	Is the signature of owner(s) and, as necessary, mortgager(s) on plat?
☒	○	Are dedications or reservations signed over on plat?
☒	○	Has the surveyor preparing plat stamped and signed?
○	☒	Has a copy of any deed restrictions or covenants been provided?
○	☒	Are additional comments attached?

Final plats that do not meet subdivision regulations will **not** be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** _____

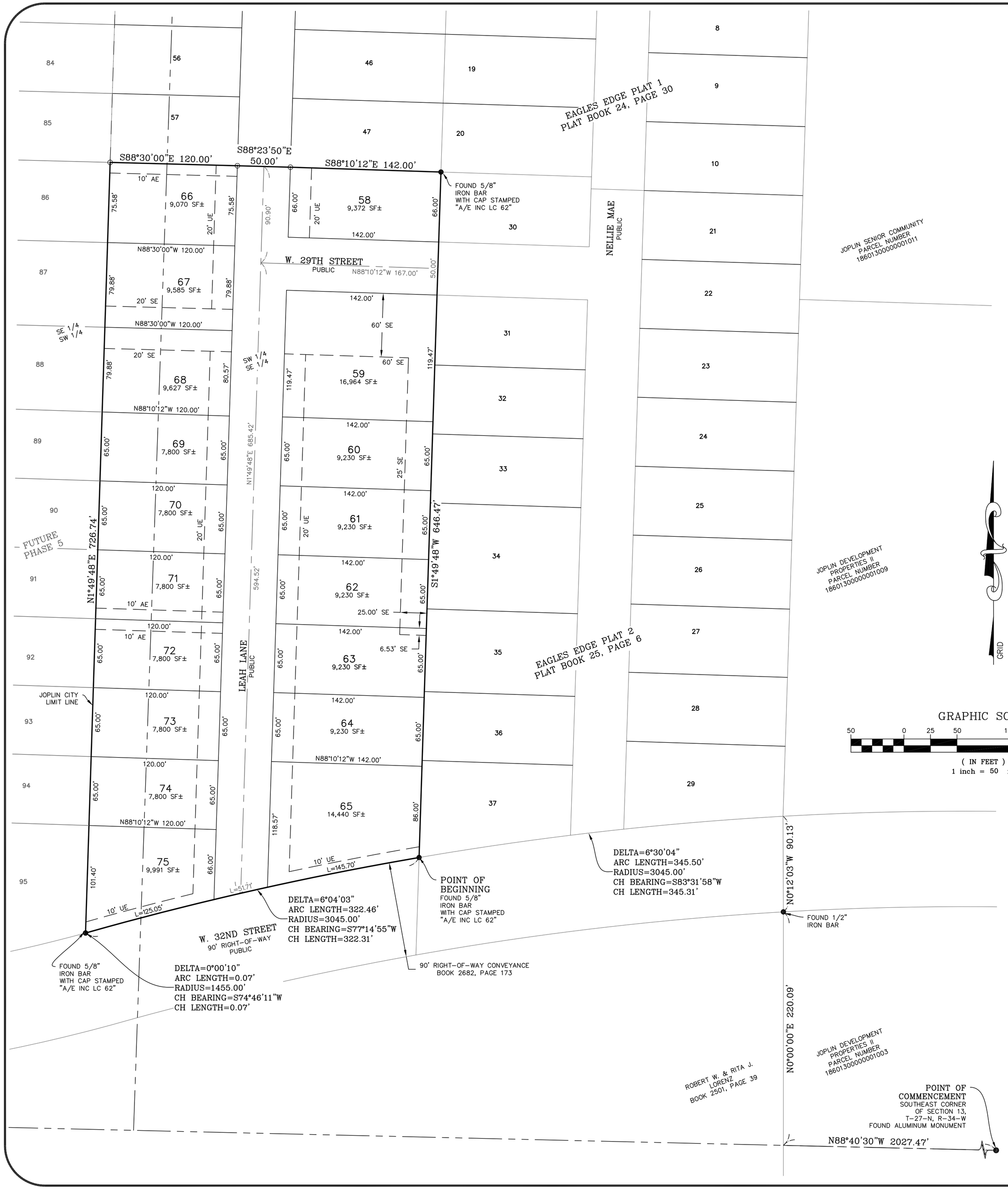
Case 004-24: Final Plat

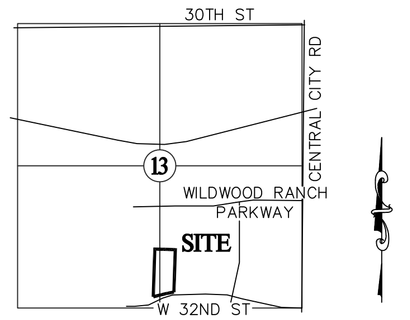


Property West of the Intersection of W 32nd St and Nellie Mae– Final Plat - A request to review a final plat for Eagle's Edge Phase 4 – Lance Ledford

0 110 220 440 660 880
Feet

FINAL PLAT OF EAGLES EDGE PLAT 4 CITY OF JOPLIN, JASPER COUNTY, MISSOURI





LOCATION SKETCH
SECTION 13
T 27 N, R 34 W
SCALE: 1"=2000'

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 29097C0265E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

LEGEND

●	FOUND MONUMENT AS NOTED
○	SET 5/8" IRON PIN WITH PLASTIC CAP STAMPED LC 62
UE	UTILITY EASEMENT
SE	STORM DRAINAGE EASEMENT
AE	ACCESS EASEMENT
	PROPERTY LINE
— — — —	EASEMENT
— · — · —	CITY LIMIT LINE
— — — —	SECTION LINE

ZONING DATA:
SUBJECT PROPERTY IS ZONED R-1 (RESIDENTIAL DISTRICT)

BUILDING SETBACK LINE
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT:
RESIDENTIAL STREET: 6'
COLLECTOR STREET: 10'
PRIMARY THOROUGHFARES: 15'
ALL STREETS LESS THAN 50' RIGHT-OF-WAY: 15'
REAR: 25'

NOTES

1. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.
2. DISTANCES SHOWN ARE GRID DISTANCES IN US SURVEY FEET.

SURVEY DESCRIPTION

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET, TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, 322.46 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 77°14'55" WEST, A DISTANCE OF 322.31 FEET; THENCE 0.07 FEET ALONG A 1455.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 74°46'11" WEST, A DISTANCE OF 0.07 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°49'48" EAST, 726.74 FEET; THENCE SOUTH 88°30'00" EAST, 120.00 FEET; THENCE SOUTH 88°23'50" EAST, 50.00 FEET; THENCE SOUTH 88°10'12" EAST, 142.00 FEET TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 646.47 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WEST 32ND STREET SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI. CONTAINING 4.90 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, COVENANTS, RIGHT-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON OWN, INC. FORMERLY KNOWN AS ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP-100-7255.

SUBDIVISION INFORMATION

TOTAL ACRES:	4.90±
STREET DEDICATION ACRES:	0.95±
TOTAL NO OF LOTS:	18
SMALLEST LOT:	7,800± SQ. FT. (LOTS 69-74)
LARGEST LOT:	16,964± SQ. FT. (LOT 59)
CURRENT ZONING:	R-1
SOURCE OF WATER:	CITY OF JOPLIN
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2528, PG 23
ACCURACY STANDARD:	URBAN

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, AND THAT THE BOUNDARY CORNER MONUMENTS ARE AS SHOWN HEREON, AND THAT THE LOT CORNER MONUMENTS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER THE PLAT HAS BEEN RECORDED.

LAST REVISION DATE DECEMBER 11, 2023
ANDERSON ENGINEERING, INC. L.C. 62
by

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

RONALD W. WALLACE
MO P.L.S. NO. 2019015191

12-11-23
DATE

ZONING & PLANNING COMMISSION APPROVAL
THIS PLAT OF EAGLES EDGE PLAT 4 HAS BEEN SUBMITTED TO AND RECOMMENDED FOR APPROVAL BY THE JOPLIN CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____

CITY APPROVAL
THIS PLAT OF EAGLES EDGE PLAT 4, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____, OF JOPLIN, MISSOURI.

_____ (SEAL)
MAYOR

ATTEST:

CITY CLERK _____ CITY ENGINEER _____

OWNER'S CERTIFICATE AND DEDICATION
SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. STREETS AND EASEMENTS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. ALL TAXES AND SPECIAL ASSESSMENTS DUE AND PAYABLE HAVE BEEN PAID IN FULL, IN WITNESS WHERE OF, I, LANCE LEDFORD, PRESIDENT OF LEDFORD CONSTRUCTION AND DEVELOPMENT COMPANY, LLC, HAVE HEREUNTO SET MY HAND, THIS _____ DAY OF _____, 20____.

(Signed)_____
LANCE LEDFORD
2806 ARIZONA AVE, SUITE C
JOPLIN, MO 64804

ACKNOWLEDGMENT
STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME LANCE LEDFORD, PRESIDENT OF LEDFORD CONSTRUCTION AND DEVELOPMENT COMPANY, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF RECORDING

SOURCE OF DEED
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
BOOK 2528, PAGE 23

DEVELOPER AND OWNER
LEDFORD CONSTRUCTION & DEVELOPMENT COMPANY, LLC
2806 ARIZONA AVE., SUITE C
JOPLIN, MO 65804

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
JOSHUA OATHOUT, P.E.
RONALD W. WALLACE, P.L.S.

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 12-11-23
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 23J010080

JOP 100-7255
SHT. 1 OF 1 REV. ___

P & Z Case 004-24
Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-255 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Eagle's Edge 4th Addition located West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County, Missouri

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

Section 1. That the grades in the Plat of Subdivision located at West of the Intersection of Wildwood Ranch Parkway and Nellie Mae, in the City of Joplin, Jasper County Missouri be and the same are hereby fixed and established as follows:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2528, PAGE 23 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 88°40'30" WEST ALONG THE SOUTH LINE THEREOF, 2027.47 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2501, PAGE 39 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF, 220.09 FEET TO A FOUND 1/2" IRON BAR AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°12'03" WEST, 90.13 FEET TO THE NORTH RIGHT-OF-WAY OF WEST 32ND STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, 345.50 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 83°31'58" WEST, A DISTANCE OF 345.31 FEET, TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO COURSES, 322.46 FEET ALONG A 3045.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 77°14'55" WEST, A DISTANCE OF 322.31 FEET; THENCE 0.07 FEET ALONG A 1455.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 74°46'11" WEST, A DISTANCE OF 0.07 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY NORTH 01°49'48" EAST, 726.74 FEET; THENCE SOUTH 88°30'00" EAST, 120.00 FEET; THENCE SOUTH 88°23'50" EAST, 50.00 FEET; THENCE SOUTH 88°10'12" EAST, 142.00 FEET TO THE NORTHWEST CORNER OF EAGLES EDGE PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 25, AT PAGE 6; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION, SOUTH 01°49'48" WEST, 646.47 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF WEST 32ND STREET SAID POINT ALSO BEING THE POINT OF BEGINNING. ALL LYING IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST,

JASPER COUNTY, MISSOURI. CONTAINING 4.90 ACRES, MORE OR LESS.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-109 Construction Agreement between the City of Joplin and Municipal Pipe Tool Company, LLC for the ARPA Sanitary Sewer Renovations project and containing an emergency clause.

MEETING DATE
February 20, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-109; Agreement; Exhibit Map; Bid Summary; Award Recommendation Letter

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Municipal Pipe Tool Company, LLC in the amount of Three Million, Six Hundred Eighteen Thousand, Three Hundred Sixty-Nine and 07/100 dollars ($3,618,369.07) for construction of the ARPA Sanitary Sewer Renovations project.

BACKGROUND
On May 16, 2022, the Missouri Department of Natural Resources (MDNR) published grant availability notification as part of Congress' American Rescue Plan Act (ARPA) funding from the federal government. City staff identified a project for the grant, then on June 6, 2022, Council approved Resolution No. 2022-009, authorizing City staff to apply for a wastewater grant. In mid-November of 2022, MDNR notified the City that its wastewater grant application was chosen for funding. Subsequently, on June 20, 2023, Council approved an agreement with Allgeier, Martin and Associates, Inc. (AMA) for engineering services for the ARPA Wastewater Grant project. At that time, Council was informed that the grant-funded scope of improvements included both open-trench pipe replacement and trenchless reconstruction methods. AMA prepared bid documents for the first of two construction projects funded by this grant; see the Exhibit Map for the scope of the trenchless project. The project was advertised on Dec. 22, 2023; bids from three contractors were opened on January 25, 2024 in conformance with the City's procurement policy. Municipal Pipe Tool Co., Inc. was confirmed to be the low bidder, the bid was below the engineers estimate. The ARPA wastewater grant amount received by the City is $3,599,782. The remaining $1,667,000 for the projects come from current and future FY budgets from the Sanitary Sewer Fund. All ARPA funds must be earmarked by the end of this calendar year; all funds must be spent by late 2026.

FUNDING SOURCE
Sanitary Sewer

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a construction agreement on an

emergency basis; being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis allows construction of the improvements to begin as quickly as possible, in light of the funding deadline.

COUNCIL BILL NO. 2024-109 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Municipal Pipe Tool Company, LLC in the amount of Three Million, Six Hundred Eighteen Thousand, Three Hundred Sixty-Nine and 07/100 dollars ($3,618,369.07) for construction of the ARPA Sanitary Sewer Renovations and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

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

Section 1. That the City enter into an agreement with Municipal Pipe Tool Company, LLC in the amount of Three Million, Six Hundred Eighteen Thousand, Three Hundred Sixty-Nine and 07/100 dollars ($3,618,369.07) for construction of the ARPA Sanitary Sewer Renovations, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Municipal Pipe Tool Company, LLC.

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, 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, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill on an emergency basis allows construction of the improvements to begin as quickly as possible, in light of the funding deadline.

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

day of_____, 2024, by a vote of_____.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-109

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

_____

Leslie Haase, Director of Finance

SECTION 00 52 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Municipal Pipe Tool Company, LLC	
		Address: 515 5th Street Hudson, IA 50643	
Attention:		Attention: Sharon Waschkat	
Department:		Phone: 319-239-3787	Fax:
Phone:	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

ARPA SANITARY SEWER RENOVATIONS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters

into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Three Million, Six Hundred Eighteen Thousand, Three Hundred Sixty-Nine and 07/100 DOLLARS ($3,618,369.07) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers'

Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

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

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

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

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

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

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidders
g. Bid
h. Contractors Statement of Qualifications
i. Anti-Collusion Statement
j. Agreement
k. Notice of Award
l. Notice to Proceed
m. Performance Bond
n. Payment Bond (Labor and Materials)
o. General Conditions of Contract
p. Supplemental General Conditions
q. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Million, Six Hundred Eighteen Thousand, Three Hundred Sixty-Nine and 07/100 DOLLARS ($3,618,369.07), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all

rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. 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.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

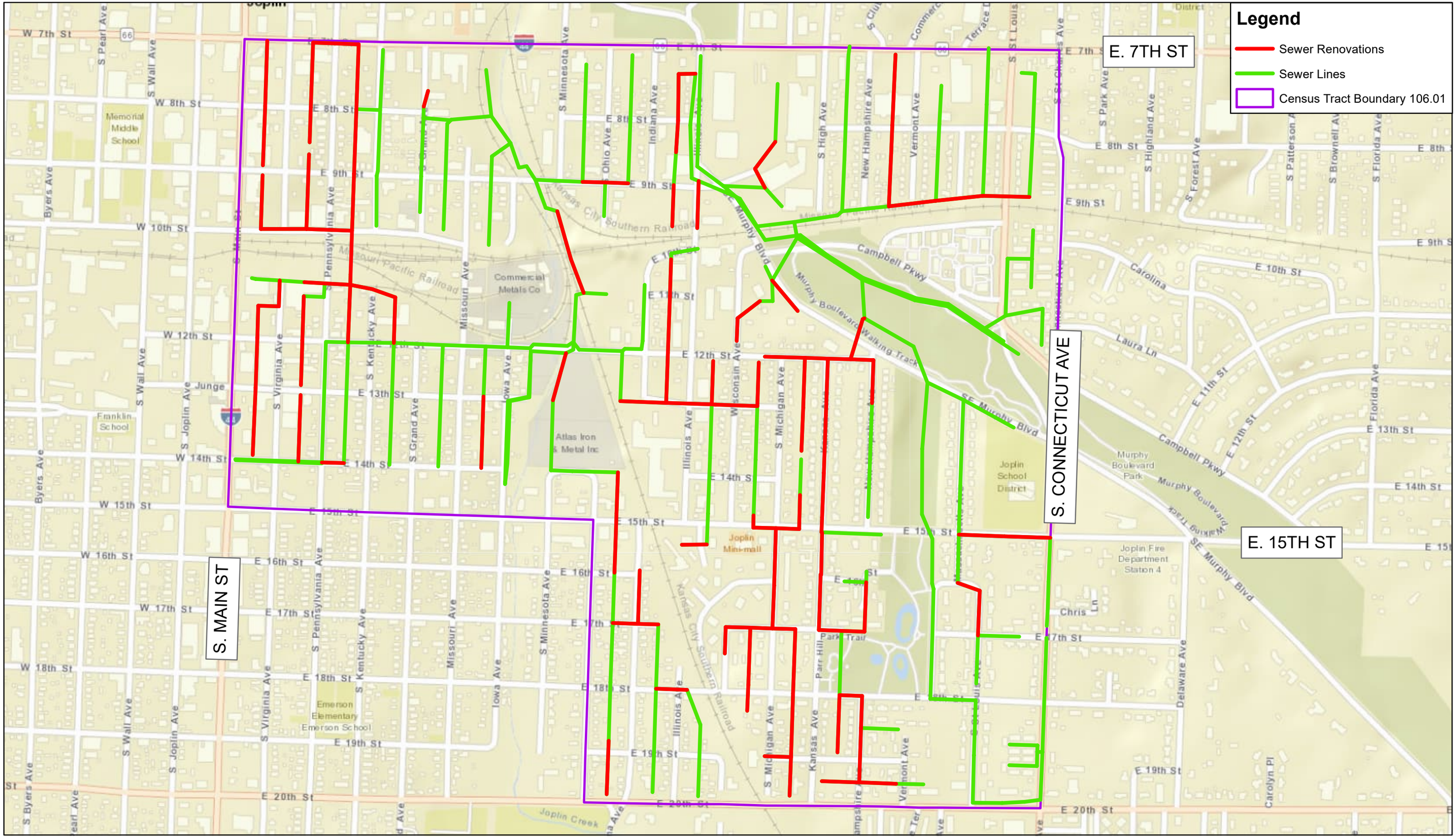
By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Public Works Director



N

EXHIBIT 1
ARPA SANITARY SEWER RENOVATIONS

Summary of As-Read Bids

PROJECT: ARPA Sanitary Sewer Renovations
DATE OF BID OPENING: January 25th 2024

CONTRACTOR	BID
BASE BID	
Municipal Pipe Tool Company, LLC	$3,618,369.07
Rosetta Construction LLC	$3,870,872.48
Bennett, Inc	$4,993,191.00
Engineer's Estimate	**$3,900,000.00**

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

February 1, 2024

Mr. Chris Parker, P.E.
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: ARPA Sanitary Sewer Renovations

Dear Chris:

The bids submitted January 25, 2024 on the above referenced project have been reviewed and confirmed Municipal Pipe Tool Company, LLC, of Hudson, Iowa as the apparent low bidder. Municipal Pipe has indicated that they intend to enter into a contract with the City to build the project. Municipal Pipe appears to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the construction contract for the Base Bid to Municipal Pipe in the amount of $3,618,369.07 for the sanitary sewer renovation project. A tabulation of bids and copies of the proposed Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office four copies of the Notice of Award.

Once the Notice of Award document is received back by our office from the City, we will submit Contract Documents to the Contractor for execution and schedule a project pre-construction conference.

Do not hesitate to call if you have any questions.

Sincerely,

ALLGEIER, MARTIN & ASSOCIATES, INC.

Garrett Wagner, P.E.
Project Manager

Enclosures

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-503 – Approving a budget amendment for FY 2024

MEETING DATE
February 20, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-503 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2023-2024 Budget of the City of Joplin.

BACKGROUND
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 an explanation for the items in Schedule A:

- Amending the police department budget in the amount of $26,805.00 to purchase SWAT rifles and Glock pistols from drug forfeiture funds.
- Amending the police department budget in the amount of $30,000.00 to purchase laptops for the remaining vacant positions that are anticipated to be filled.
- Amending the Athletic Complex in the amount of $25,000.00 for the purchase of a storage facility.
- Amending the general fund and CDBG to complete the consultant contract for Broadband services in the amount of $36,584.00.
- Amending the traffic control budget for the replacement of the sign shop 1-Ton Utility Bed Truck that was originally budgeted in 2022 in the amount of $88,536.00.
- Amending the emergency communications budget for the donation from JASCO of 10 radios, 2 motor cycle radios, and 2 consollette base stations valued at $91,400.00.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue by $111,8870.00 and expenditures by $298,325.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2024-503 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2023-158 on October 16, 2023, which estimated revenues and appropriated funds for the fiscal year 2023-2024; 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 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenues by the total amount of One Hundred Eleven Thousand Eight Hundred Eighty-Seven Dollars and No Cents ($111,887.00) and by increasing appropriations by the total amount of Two Hundred Ninety-Eight Thousand Three Hundred Twenty-Five Dollars and No Cents ($298,325.00) 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 order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
20-Feb-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	City Council	001-0101-500-5010	Consulting Services			16,097
	Police Patrol	001-5502-510-8220	Operating Equipment			26,805
	Police Patrol	001-5502-510-8315	Computer Equipment			18,750
	Total General Fund			$	-	61,652
101	Public Safety Sales Tax Fund					
				$	-	-
	Police Public Safety Sales Ta	101-5575-510-8315	Computer Equipment			11,250
	Total Public Safety Sales Tax Fund			$	-	11,250
115	Parks Fund					
				$	-	-
	Athletic Complex	115-6516-560-8010	Building Improvements			25,000
	Total Parks Fund			$	-	25,000
140	Transportation Sales Tax Fund					
				$	-	-
	Traffic Control	140-4530-530-8220	Operating Equipment			88,536
	Total Transportation Sales Tax Fund			$	-	88,536
150	Community Planning Fund					
	Planning Revenue	150-0000-470-0632	2012 CDBG Special Alloc	$	20,487	-
	2012 CDBG Special Alloc	150-1515-570-7514	SMART City			20,487
	Total Community Planning Fund			$	20,487	20,487
520	Emergency Communications Fund					
	Revenue	520-000-450-0306	Other Donations	$	91,400	
	Radio Services	520-8503-510-8230	Emergency Operating Equipment			91,400
	Total Emergency Communications Fund			$	91,400	91,400
	Grand Total			$	111,887	298,325

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-606 – Approving a contract with SWT Design to complete Dover Outdoor Recreation Area Bicycle Park (DORA).

MEETING DATE
February 20, 2024

ORGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2024-606 Ordinance; Exhibit “A” SWT Design Contract; Exhibit “B” SWT Design Scope of Work; Exhibit "C” Summary of Scores and Comments

REVIEWED BY
Parks Director: Paul Bloomberg; Finance Director: Lelsie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with SWT Design to complete the Dover Outdoor Recreation Area Bicycle Park (DORA).

BACKGROUND
In September 2020, City Council approved the contract with Landworks Studio to conduct a ten-year Parks Master Plan. During the community engagement process there was an overwhelming support for a bicycle park. Landworks Studio recommended Dover and Ozark Park for the future destination of the bicycle park. The Dover Outdoor Recreation Area Bicycle Park (DORA) was one of many projects selected by the Parks and Stormwater ¼-cent Renewal Sales Tax committee. In August 2021, the Joplin voters renewed the Parks and Stormwater ¼-cent Renewal Sales Tax. In 2023, the City of Joplin applied and was awarded $1,675,000 from the ARPA Local Tourism Grant. This was a 50/50 match grant which allowed us to increase this project to $3,425,000. The amenities included in this project are:

Bicycle Single Track
BMX Pump Track
Children’s Bicycle Playground
Road Improvements
New Parking Lot
New Restroom
New Shelter
Zora Street Parking Lot
All Surface Flow Lines
Lighting
Public Art and Signage
Skills Features and Bridges
Site Amenities
Landscape Enhancements

SUMMARY OF BID PROCESS

Since we are using funding sources for this project from the Missouri Department of Economic Development ARPA Grant, all ARPA related federal, state, and local grant regulations apply.

The federal bidding requirements as set forth in 2 CFR Part 200, Section 200.319(b), *"In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) requiring unnecessary experience and excessive bonding; (3) noncompetitive pricing practices between firms or between affiliated companies; (4) noncompetitive contracts to consultants that are on retainer contracts; (5) organizational conflicts of interest; (6) specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing any performance or other relevant requirements of the procurement; and (6) any arbitrary action in the procurement process."* With this requirement, nobody on the design team is then allowed to be part of the construction. Additionally, the City will not be pursuing CMAR on this project. While Missouri DED does allow the CMAR process, they have indicated federal restrictions would apply to that process. Namely, the CMAR would not be able to self-perform any work and the resulting construction work would have to be bid out for lowest bid. Therefore, this project will need to be the traditional design-bid-build format, ensuring that the design and bid formulation process are completely separate from the construction bid and work.

November 21, 2023, an RFQ for proposals was issued and on December 14, 2023, the following bids were received in response to the Dover Outdoor Recreation Area Bicycle Park:

- SWT Design
- Olsson Studio
- Cromwell
- Kinetic Design and Development
- Modus Studio

A city staff team was assembled to assess the bids as set forth in the RFQ. The team was Paul Bloomberg, Greg Bertoncino, Johan Bullington, Patrick Tuttle, Dakota Rusk, and Leslie Haase. The bids were assessed as follows:

40% Methodology – what the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.

35% Experience - previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

15% References – will be based on references submitted as part of the RFQ but can include clients not submitted.

10% Staff – capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, two firms were then interviewed.

FINALIST PROCESS SUMMARY

Finalist interviews for the Dover Outdoor Recreation Area Bicycle Park (DORA) were held Thursday, January 4th. The city staff team that participated in the finalist interviews were Paul Bloomberg, Greg Bertoncino, Dakota Rusk, Leslie Haase, and Patrick Tuttle. A list of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentation and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as in-person meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. SWT Design had the highest score for the Dover Outdoor Recreation Area Bicycle Park project and has submitted the best overall bid.

FUNDING SOURCE

This item is funded through the Parks and Stormwater ¼-cent Renewal Sales Tax and ARPA Local Tourism Grant and is a "not to exceed" contract.

RECOMMENDATION

Since this project is using ARPA funding it needs to be under construction contract by December 31, 2024, and project completed by June 30, 2026. Once this contract is awarded the timeline will consist of six months of design and community engagement, with two months of bidding and award process. With this timeline staff recommends approval of this council bill on an emergency basis.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: SWT DESIGN, Inc. Address: 7722 Big Bend Blvd. St. Louis, MO 63119	
Attention: Paul Bloomberg		Attention: Jay Wohlschlaeger	
Department: Parks and Recreation		Phone: 314-644-5700	Fax:N/A
Phone: 417-625-4750	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 20th day of February 2024, by the parties identified above.

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

16. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____
By:
By: _____

Printed Name: _____

Title: _____

Date: _____

_____
Daniel Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: SWT DESIGN, Inc. Address: 7722 Big Bend Blvd. St. Louis, MO 63119	
Attention: Paul Bloomberg		Attention: Jay Wohlschlaeger	
Department: Parks and Recreation		Phone: 314.644.5700	Fax: n/a
Phone: 417-625-4750	Fax:		

WORK AUTHORIZATION NUMBER SWT-DORA-2024
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number SWT-DORA-2024 exceed the sum of Six Hundred and Ninety-One Thousand Eight Hundred and Forty-Five Dollars and Seventy Cents. ($691,845.70).

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 always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2023, 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 Three Million and no/100 Dollars $3,000,000 for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 attorney's 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 Three Million and no/100 Dollars $3,000,000 for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Subcontracts. In case any or all 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 all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: SWT Design, Inc.

By: _____

Printed Name: Jay Wohlschlaeger

Title: Partner

Date: 2/8/2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

COUNCIL BILL NO. 2024-606 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and SWT Design, "not to exceed" in the amount of Six Hundred and Ninety-One Thousand Eight Hundred and Forty-Five Dollars and Seventy Cents ($691,845.70) for Professional Engineering Consulting Services to include a scope of work and fees for engineering services of the Dover Outdoor Recreational Area Bicycle Park project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and SWT Design to complete the Dover Outdoor Recreational Area project a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance will meet the timeline required within the ARPA Local Tourism Grant.

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

of _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

NOTICE OF REQUEST FOR QUALIFICATIONS

REQUEST FOR PROPOSALS NO. 2024-RFQ-01

DOVER OUTDOOR RECREATION AREA BICYCLE PARK

RFQ Due Date: 10:00 A.M., December 14th, 2023

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Paul Bloomberg, Parks Director
Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department 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 an envelope with the Request for Qualifications number and the vendor'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.

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

November 21, 2023
Issue Date

CITY OF JOPLIN, MISSOURI

The City is accepting submissions for Engineering/Architectural design, plans, specifications, and construction administration services for a new Outdoor Recreation Area Bicycle Park located in Dover and Ozark Park in Joplin. These parks are in the northern part of Joplin and the property is owned by the City.

Planning for the bicycle park was provided by Landworks Studio through the Joplin Parks and Recreation Parks Master Plan which was completed in 2021.

The new bicycle park is expected to include:

- 10 miles of Bicycle Single Track
- BMX Pump Track featuring beginner and adaptive sections approx. 1 mile in length
- Children's Bicycle Playground
- Road Improvements coming into park
- Parking Lot within Dover Park
- Parking Lot North of Ozark Park off Zora Avenue
- Restroom
- Shelter (2)
- All Surface Flow Lines (3)
- Lighting for BMX Pump Track and Children's Bicycle Playground
- Public Art and Signage
- Bicycle Skills Features
- Pedestrian/Bicycle Bridge
- Landscape Enhancements
- Site Amenities:
    - Bike racks
    - Fix-It stations
    - Seating and other site amenities
    - Security cameras and lighting

Joplin is hungry for more opportunities to enjoy their parks on two wheels. The development of the Dover Outdoor Recreation Area consists of 95 acres of mostly undeveloped land near the confluence of Joplin and Turkey Creeks. Dover Outdoor Recreation Area has the potential to become the northern anchor of and a premier destination within the Joplin Creek corridor of parkland.

The funding source for this project is a Missouri Department of Economic Development ARPA Grant. All ARPA-related federal, state and local grant regulations will apply. This ARPA project must be under construction contract by December 31, 2024 and project completed by June 30, 2026.

The federal bidding requirements as set forth in 2 CFR Part 200, Section 200.319(b), *"In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) requiring unnecessary experience and excessive bonding; (3) noncompetitive pricing practices between firms or between affiliated companies; (4) noncompetitive contracts to consultants that are on retainer contracts; (5) organizational conflicts of interest; (6) specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing any performance or other relevant requirements of the procurement; and (6) any arbitrary action in the procurement process."* With this requirement, nobody on the design team is then allowed to be part of the construction. Additionally, the City will not be pursuing CMAR on this project. While Missouri DED does allow the CMAR process, they have indicated federal restrictions would apply to that process. Namely, the CMAR would not be able to self-perform any work and the resulting construction work would have to be bid out for lowest bid. Therefore, this project will need to be the traditional design-bid-build format, ensuring that the design and bid formulation process are completely separate from the construction bid and work.

REQUEST FOR QUALIFICATIONS
Qualified firms interested in providing professional design services for the bicycle park should submit qualifications according to the specifications below.

Deadline
Sealed proposals are due (must be *received*) by (**Thursday, December 14, 2023, at 10:00am Central Time**) to the City at the address above. One (1) original and (2) complete copies of the submission is to be mailed and delivered in a sealed envelope clearly marked with "Dover Outdoor Recreation Area Bicycle Park RFQ" on the outside of the package. Late submissions will not be accepted.

Contact Person
Inquiries regarding this RFQ can be directed to the person listed on the front page. Inquiry must be submitted via email no later than (December 1, 2023).

SCOPE OF SERVICES
The selected firm will work with the City and selected representatives on completion of the project, which will include the traditional project design-bid-build delivery method services below.

A. Preliminary Design
- **a.** Facilitate project kickoff meeting to understand and confirm expectations, including but not limited to features, amenities, accessibility, surfacing, utilities, site constraints, required permits, and project timeline.
- **b.** Confirm and/or refine developed concepts, site plans, and costs.

B. Design
- a. Coordinate topographic surveys, utility investigations, and geotechnical evaluation.
- b. Prepare full and complete plans, specifications, and construction documents for bidding.

C. Bidding
- **a.** Assist with bidding and award process.
- **b.** Reviews and assist with selecting a contractor.

D. Construction Administration
- **a.** Attend meetings, including
  - **i.** Pre-construction
  - **ii.** Progress meetings
  - **iii.** Substantial, final, and warranty walk-throughs
- **b.** Construction Administration
  - **i.** Submittals and shop drawings
  - **ii.** Requests for information
  - **iii.** Pay applications
  - **iv.** Change order requests
- **c.** Construction Site Visits
  - **i.** Inspection throughout construction with periodic site visits
  - **ii.** Inspect critical or milestone components

PROPOSAL SUBMISSION REQUIREMENTS

Interested firms must submit qualifications that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information:

Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFQ.

References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFQ. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

PROJECT SCHEDULE

The City anticipates that the following timetable will apply to this RFQ. The dates following the November 21, 2023 RFQ issue date are subject to change:

Activity	Date
RFQ issued	November 21, 2023
RFQ Due Date	December 14, 2023
Finalist Interviews (if required)	December 20-21, 2024
Vendor Selection	January 2, 2024
Present Contract to Council for Approval	February 5, 2024
Start Project Construction	October 2024
Project Completion	November 2025

Addenda to the RFQ and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Qualifications containing responses to questions and requests for information, clarifications, or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ.

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than December 1, 2023 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: DOVER OUTDOOR RECREATION AREA BICYCLE PARK RFQ), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFQ, the Consultant is requested to contact the Parks Department, at the above address.

PROPOSAL EVALUATION AND SELECTION

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFQ, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFQ. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFQ.

Evaluation of vendor proposals will be based on the following criteria:

- 40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.
- 35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 15% References – will be based on references submitted as part of RFQ but can include clients not submitted.
- 10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFQ. The City assumes no contractual or other obligations as a result of the issuance of this RFQ, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

Contract Terms and Conditions

The City may condition award of the Contract on the Consultant’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFQ and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFQ, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and

conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFQ. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFQ, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits
The following exhibits are referenced in this RFQ, incorporated into and made a part of this RFQ:

A. City of Joplin Professional Engineering Consulting Services Agreement

FORMAT AND CONTENT OF PROPOSAL

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

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.)

Request for Additional Information
The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

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.

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

Proposer's Certification
By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer 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 the City of Joplin employees or their family members.

Non-exclusive Contract
The agreement resulting from this RFQ shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

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 regarding 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.

Completeness
All information required by the Request for Qualifications 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 RFQ does not affect this right.

Execution of Agreement
It is anticipated the City will make their selection of a firm by January 2, 2024. The successful proposer shall 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 prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

In order for the City 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.

Proposal Due Date
Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than **10:00 a.m. December 14, 2023**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
PAUL BLOOMBERG
DIRECTOR OF PARKS AND RECREATION
3301 WEST 1ST STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR QUALIFICATIONS– "#2024-RFQ-01: Dover Outdoor Recreation Area Bicycle Park, 10:00 AM; Thursday, December 14, 2023"

Amendments
If it becomes necessary to revise or amend any part of this Request for Qualification, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Qualifications.

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

The City will review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ).

The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the City.

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

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

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.

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive 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.

The City reserves the right to reject any and all 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 interest of the City to do so.

"NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

16. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referred hereto and signed by both parties.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____
By:
By: _____

Printed Name: _____

Title: _____

Date:_____

_____
Daniel Johnson, P.E.
Public Works Director

Date: _____

CITY OF JOPLIN DOVER OUTDOOR RECREATION AREA BICYCLE PARK

ATTACHMENT "A"
SCOPE OF WORK AND FEE 2/12/2024

Below is a proposed project scope from the SWT Design Team for working with the Parks Department to design and implement the Bicycle Park as defined in the Request for Qualifications and discussed in the project interview. This scope of work includes anticipated meetings and engagement events.

Phase I – Preliminary Investigation and Base Information

TASK 1 – TOPOGRAPHIC AND BOUNDARY SURVEY

Task 1A – SWT will coordinate with Joplin for available site information.

Task 1B – SWT will obtain boundary and aerial topographic survey (lidar) information of the park property to aid in the master plan review and design documents.

Task 1C – SWT will obtain more detailed field survey of specific site areas as necessary for design and permitting. This may include bridge crossing locations, trail alignments, and bike park elements within woodland areas, etc.

Products of Task 1:

SWT shall produce clear, concise topographic base information and survey that will be compliant for project scope. SWT will provide survey information and documentation to Client in an appropriate format. This information to include:

- One (1) Topographic Survey CAD file.
- One (1) Topographic Survey PDF file.
- One (1) Topographic Survey print copy (upon request).

Meetings for Task 1:

- One (1) Coordination meeting to discuss methods and schedule for survey work (virtual).

TASK 2 – GEOTECHNICAL SERVICES

The purpose of geotechnical services will be to explore subsurface conditions and develop general understanding of feasibility for development of proposed park amenities within identified areas on the park property.

Task 2A – SWT with Client will identify 12-16 boring locations within the park for the following items:

- Bridge abutments (4 total - one at each abutment location for two bridges)
- Larger Shelter (2 total)
- Restrooms (2 total)
- Children's Bicycle Playground & BMX Pump Track (2 total)
- Parking lots and other areas as identified (6 total)

Task 2B – SWT will provide an email summary of findings with the initial borings in Task 3, and a formal report of findings and recommendations for each location in Task 5 which will address the following:

1. Allowable bearing pressures and depths for footings and foundations.
2. Additional foundation alternatives for bridge and overpass structures.
3. Seismic coefficients for building design.
4. Anticipated settlement based on general soil characteristics.
5. Discussion of shrink/swell potential for subgrade soils.
6. Slab design criteria.
7. Pavement design recommendations.
8. Lateral pressures for design of minor retaining walls.
9. General location and description of fill materials if encountered.
10. Influence of groundwater and/or bedrock if encountered.
11. Structural fill considerations.
12. Site development and geotechnical construction recommendations.

Task 2C– Two (2) core samples will be taken of the Soccer Field Road to confirm the roadway profile and determine the extent, if any, of roadway replacement necessary to meet City standard roadway section.

Products of Task 2:

SWT shall produce digital report of findings as defined above.

Meetings for Task 2:

- One (1) Coordination meeting to identify sampling locations and discuss schedule for field work.

TASK 3 – NATURAL RESOURCE AND SITE DETERMINATION SERVICES

SWT to perform natural resource services to confirm master plan vision and identify opportunities and challenges present in the existing site conditions that may impact the project timeline. These services will characterize the existing site conditions, determine the extent of identified natural resource items present within the park property, and determine the impact of these conditions on the development of the proposed park. This review is not intended to inclusive of all required studies for permitting and development of the park. Natural resource services included in this scope of work include:

Task 3A – Wetland Delineation / Waters of the U.S. Assessment and Report

1. Determine the extent of on-site waterbodies and wetlands likely considered to be waters of the United States and regulated by the USACE.
2. Results of research and field reconnaissance will be mapped on site survey and summarized in a report with narrative, illustrations, and existing site photos depicting findings.

Task 3B – Impact Assessment, No-rise Certification, and 404/401 Permit Application Submittal

1. Based on jurisdictional findings and proposed park development, an impact assessment report will be prepared.
2. Based on the site impact assessment, a Section 404/401 permit application submitted to the USACE and MDNR to initiate permit process as a component of the schematic design process. See Task 6 for permitting work.

3. If sufficient detail is developed at schematic design to determine no wetland or waterbodies will be impacted by the proposed phase one park development a "no permit required" letter can be requested from the USACE. See Task 6 for permitting work.
4. For development within the floodway, a FEMA no-rise certification will be obtained as required. See Task 6 for permitting work.

Task 3C – Threatened and Endangered Species and Bat Habitat Assessment

1. In an effort to identify potential impacts on park development this report will identify if the site contains potential habitat for threatened or endangered bat species.
2. Includes a Natural Heritage Review Report through MDC Heritage program.
3. This effort is a required step in the Section 404 Permit Application and in applying for a land disturbance permit.
4. Additional site-specific surveys may be required my United States Fish and Wildlife Services (USFWS) following completion of this report, and are not included in this scope of work.

Task 3D – Materials Storage Piles Testing and Determination Report

1. To identify potential impacts on park construction the material piles along the tree line south of overhead powerline easement will be inspected and tested as necessary for hazardous materials or other conditions that might impact construction or use of the site.
2. Based on the findings, appropriate actions will be taken as directed. This work, if required, will be an additional service to the base contract.

Task 3E – Cultural Resource Assessment

1. **Phase One Cultural Resource Desktop Review** – this review will be performed for the approximately 63.5 acres of the park property located south of Turkey Creek. Based on documentation from City of Joplin, the 31.68 acres north of Turkey Creek were included in a Cultural Resource Assessment completed in 2014 and is not included in this scope of work.
2. **Phase II Cultural Resources Assessment Survey (pt 1)** – based on the 2014 Cultural Resources Report an area noted as 23JP1224 was noted as may being eligible for the National Register of Historic Places and requiring Phase II testing if impacted by development. This scope includes Phase II testing of this area to identify the potential for reducing the protected area, allowing for more developable area and clearer indication of area to remain undisturbed.
3. **Phase II Cultural Resources Assessment Survey (pt 2)** – no additional Phase II assessment is included in this scope of work. If Phase One review indicates the need for Phase II testing of additional area, a scope and fee for this work can be prepared as an additional service.
4. Based on the findings, appropriate actions will be taken as directed. This work, if required, will be an additional service to the base contract.

Task 3F – Traffic Study (Optional Additional Service)

1. Assessment of exiting entry on Lone Elm Road for necessary improvements based on proposed park development program and existing conditions.
2. Assessment of Zora St. for proposed entry and parking lot location.

Products of Task 3:

SWT shall provide the following reports and documentation:

- Wetland Delineation Report (digital)
- Impact Assessment Report
- Endangered Species Consultation Reports and Bat Habitat Assessment Forms (digital)
- Materials testing report (digital)

Meetings for Task 3:

- No meetings identified in this task.

Phase II – Design Services

TASK 4 – SCHEMATIC DESIGN

SWT will evaluate the master plan, grant funding requirements, and impact of the additional information provided in Tasks 1-3 in additional to developments in this task, to confirm the vision and identify opportunities to refine the master plan with the Client. An updated Schematic Design graphic will be prepared to convey these refinements, and a magnitude-of-cost-opinion will be developed. This Schematic Design plan will establish direction and provide a guide for development of the park. It will also be used for the initial public engagement.

Task 4A **– Project Kickoff Meeting and Site Walk**

1. SWT will review existing site information, master plan, and grant documentation as a foundation for the project implementation.
2. SWT and Client will meet to kickoff the project effort and introduce full team. Agenda items for this meet may include, but are not limited to:
    - review preliminary investigation findings (or coordinate work if initial effort)
    - review project schedule (may be dependent on Phase 1 completion)
    - discuss community engagement activities and schedule.
    - identify key dates and task deliverables.
    - confirm any imminent grant related coordination or action items.
    - review bike park elements and discuss locations and construction feasibility.
    - evaluate grant budget and realities of project development as initiation to budget allocation and grant coordination.
3. SWT and Client will walk the park property to review master plan concept with available site information from Tasks 1-3 to discuss program and layout of bike park and park amenities.

Task 4B **– Existing Infrastructure and Site Inventory and Assessment**

1. SWT will review the existing conditions of infrastructure and site structures to identify the extent of services and impact on park development. These elements are anticipated to include:
    - Electrical services and easements.
    - Water service and easements.
    - Storm Sewer service and easements.
    - Sanitary Sewer service and easements.
    - Natural Gas service and easements.
    - On-site Stormwater management.
    - General easements and development restrictions.

2. SWT will initiate contact with review and oversight agencies at appropriate time in the process and in coordination with the Client.

Task 4C **– Master Plan and Grant Application Program Review and Confirmation / Schematic Design**

1. SWT will review the existing master plan concept with the information collected in completed Tasks 1-4B and identify needs and opportunities for modifications of the existing master plan concept and program to develop a schematic design plan for the park.
2. The Schematic design documents will be developed for the following areas of the master plan to reach an understanding with the Client regarding the requirements of the project:
   a. Site Utilities – Schematic Design is anticipated to include:
      - Coordinate with utility companies for connections if not currently provided on site.
      - Coordinate with utility companies for condition of existing service and required upgrades or replacements for park development.
      - Evaluate opportunities to minimize utility costs.
      - Identify service routes and connections to and in the park.
      - Identify anticipated additional service needs for park amenities.

   b. Bike Park – Create up to 2(two) concept alternatives for program and identity of the bike park. Elements to be included in the bike park include:
      - Bicycle Single Track – Identify conceptual routing, components and materials.
      - 3 All Surface Flow Lines (asphalt) - Identify conceptual routing and character.
      - BMX Pump Track – Identify location, size, materials, components, and character.
      - Bicycle Playground – Identify location, size, materials, components, and character.
      - Skills Features – Identify types, locations, materials, and aesthetics.
      - Bridge – Identify location, size, style, and character.
      - Lighting – Identify areas for lighting and standards for lighting levels and use.
      - Security Cameras – identify locations and products for use.

   c. Park Buildings and Amenities – Schematic design for structures will identify location, size, program, and service needs for these amenities. It will further define architectural character and design materials to assist in schematic pricing. Elements to include:
      - Shelter –Define size, location, architectural character, and program elements.
      - Pre-fabricated Restrooms – Define size, location, and architectural character.
      - Site Amenities: Bike Racks, Fix-it Station, Seating and other amenities. Define locations and styles.
      - Public Art and Signage – Identify locations, styles, and standards for signage system.

   d. Vehicular Entries and Circulation – Refine access and drives and explore materials and standards for construction of vehicular infrastructure. Elements to include:
      - Meet with City Joplin Engineering and Jasper County Highways to determine design standards and improvement requirements for existing park entry on N Lone Elm Road and proposed park entry from W Zora St.
      - Existing Park Entry – Identify necessary improvements.
      - New Park Entry on Zora – Identify location options and design requirements.

- Park Drives – Define necessary improvements to existing drive and new drive alignment within park. Confirm design standards for improvements and new park drives. Standards may include, but are not limited to, types based on level of use, materials, and lighting. (if necessary)
- Parking Lots – Locate and size parking lots and create design standards. Standards may include, but are not limited to materials, access, and lighting.

e. Pedestrian Entries and Circulation – Refine access and trail systems and explore materials and standards for construction of pedestrian infrastructure. Elements to include:

- Entries and Trailheads – Define standards for entry and trailhead elements.
- Paved Trails – Define trail typologies and alignment within park and create design standards for trail system. Standards may include but are not limited to types based on level of use, materials and lighting.
- Bridges and Boardwalks – Identify locations based on proposed trail alignment and define design standards and character.

f. Landscape Zones – Define overall approach to landscape within the park and identify specific landscape approaches based on existing conditions and appropriate ecological communities. These classifications will assist with future development of the park and long-term maintenance and management of the park landscape. Zones may include, but are not limited to:

- Woodlands
- Meadow / Prairie
- Riparian Creek Edges
- Park Entries
- Mowed Turf

Task 4D – Cost Opinion

1. SWT will prepare an order-of-magnitude cost opinion for park program development areas. This cost opinion is intended to define project areas and as a comparison with the grant award finding breakdown for confirmation of development direction and allocation of grant funding.
2. Following development of the schematic design plan and cost opinion, SWT and Client will meet virtually to review the identified needs and opportunities and resulting schematic design plan and cost opinion.
3. SWT will update the schematic design plan and cost opinion following review with Client.
4. SWT and Client will review the plan and order-of-magnitude cost opinion against the grant funding and overall project budget as a true-up.
5. Areas out of alignment will be identified for further discussion and development in the next phase of documentation.

Task 4E – Mass Grading and Areas of Disturbance Plan

Following confirmation of program and amenity locations a preliminary grading plan will be prepared to identify limits of work, earthwork balancing, and permitting.

1. Plan will include spot elevations at amenities and other key locations.
2. Conceptual grading will be prepared for circulation, parking, bike park disturbance area.
3. At this time additional site survey work may be performed to obtain more detailed site information in specific project areas.

4. At this time geotechnical borings may be performed if held for more clarity.
5. SWT will coordinate with Client to develop an order-of-magnitude cost opinion for the schematic design plan based on review and additional site information obtained in Tasks 1-3.
6. The Overall Site Plan will include locations, alignments, and sizes of park amenities. Design standards for park elements will be established for aesthetics and pricing, and to develop the character of the park. This task will also include the feasibility of incorporating environmentally responsible design approaches to the park elements. Schematic design documents will be developed for the following areas of the master plan to reach an understanding with the Client regarding the requirements of the project.

Task 4F – Community Engagement 01

1. Following review and revisions to the schematic design plan, a community engagement meeting will be scheduled with online engagement opportunity through a standalone webpage managed by SWT and linked to through the Parks and Recreation website.
2. SWT will work with Client and prepare documentation to share in the public meeting as a short presentation and open house experience which will be replicated for sharing online for a limited time as a Survey Monkey with narrative introduction.
3. Information to be shared with the community includes, but is not limited to:
   a. share an overview of the project and requirements of the grant funding
   b. update on project progress
   c. review the overall project schedule.
   d. solicit input
4. SWT will provide a rendered site plan and image boards for display at the meeting and inclusion in Survey Monkey to solicit input from the community. Input will be focused on:
   a. Questions about the overall project and concept design
   b. Input on style/details of park element – shelter, restroom, amenities, etc.
   c. Input on style/details of bike park elements
5. SWT will include information at the meeting and online directing the community to where they can access progress updates and notification of the second engagement meeting. This may include the City of Joplin website, social media, or other ways the City updates the community.

Task 4I – Schematic Design Package / Grant Coordination Support

1. Following the community engagement task SWT will revise the schematic design plan and cost opinion to incorporate agreed upon changes from input received.
2. Review of this schematic design package with Client for approval to proceed to next phase.
3. SWT will provide Client with supporting documents and information as needed for grant reporting and scope of work confirmation.
4. Client will manage grant coordination and documentation.

Products of Task 4:

SWT shall produce an existing site and master plan concept and budget evaluation and analysis. From this documentation SWT will produce a Schematic Design package with plan, costing, summary of input, and grant related documentation. SWT will provide the Schematic Design information and documentation to Client in an appropriate format. This information to include:

- One (1) Schematic Design Graphic
- Order-of-magnitude cost opinion with grant funding comparison
- Grant reporting documentation as requested by Client

Meetings for Task 4:

- One (1) Kick Off Meeting and Site Visit for Master Plan Review (if desired)
- One (1) Analysis and Program Review Meeting
- One (1) Schematic Design Plan and Cost Opinion Progress Review Meeting (community meeting prep.)
- One (1) Community Engagement Meeting + Site Walk for Concept Review
- One (1) Community Engagement Feedback Review and Plan Revision Confirmation Meeting
- One (1) Final Overall Schematic Design Review Meeting and Grant Coordination Check-in

TASK 5 – DESIGN DEVELOPMENT

Based on the approved Schematic Design and Cost Opinion, SWT shall prepare Design Development drawings and initiate permitting process as identified in Task 4. The work to be performed by SWT is as follows:

Task 5A – Design Development Documents

SWT shall produce a Design Development drawing package in CAD format consisting of plans, sections, elevations, typical construction details, and other documents as may be appropriate to fix and describe the size and character of the Project. Project elements may include, but are not limited to the elements listed below as defined in Task 4:

1. Site Utilities
2. Bike Park
3. Park Buildings and Amenities
4. Vehicular Entries and Circulation
5. Pedestrian Entries and Circulation
6. Landscape Zones

Task 5B – Outline Specifications

SWT will provide outline specifications identifying amenity materials and establishing level of quality.

Task 5C – Update Phase One Implementation Cost Opinion and Grant Alignment

SWT will update the cost opinion based on Design Development package and coordinate with Client for grant alignment.

Task 5D – Community Engagement 02

1. Following review of the Design Development package with Client, a community engagement meeting with be scheduled to share the final design intent for the park development. This information will also be made available for community review via City website and social media.
2. SWT will work with Client and prepare documentation to share in the public meeting as a short presentation and open house experience. This meeting is intended to be information sharing with limited input or feedback.
3. Information to be shared with the community includes, but is not limited to:
    i. share an updated site plan for overall park development
    ii. share information on bike park elements included in park development
    iii. share anticipated schedule for bidding and construction
    iv. open discussion and answer community questions
4. SWT will provide a rendered site plan and park amenity details for display at the meeting and inclusion on City website and social media as determined by Client.
5. SWT will include information at the meeting and online directing the community to where they can access progress updates and notification on project progress. This will include the stand-

alone project webpage as well as other engagement tools such as the City of Joplin website, social media, or other ways the City updates the community.

Task 5E – Task Submittal and Approval

1. Following completion of Task 5 SWT shall submit the Design Development Documents to the Client in PDF format and request written Client approval to proceed to Task 7.
2. Submittal to include summary of adjustments in design and/or cost from Task 4 submittal package, and adjustments to scope or budget based on the Design Development package review.

Products of Task 5:
SWT shall produce clear, concise drawings that will be compliant with project scope. Upon approval of project documents, SWT will provide project documentation to Client in appropriate format. Documentation to include:

- Design Development Drawing Package (PDF)
- Design Development Cost Opinion (PDF)
- Outline Specifications (PDF)

Meetings for Task 5:

- Two (2) Design Development Review and Coordination Meetings with Client
- One (1) Community Engagement Meeting – Meeting 02
- Two (2) City and Permitting Agencies Review and Coordination Meetings
- One (1) Final Design Development Review Meeting with Client / City Council Presentation

TASK 6 – PERMITTING DOCUMENTATION

Based on the master plan for the park development it is anticipated that permitting will be required for development in the flood plain for park and bike improvements and floodway for bridge crossings of Turkey Creek and Joplin Creek. Documentation will be prepared to comply with the Joplin Floodplain Management Ordinance and permitting agencies including FEMA and MDNR. This work will run concurrently with Task 5 and Task 7 as necessary to meet permitting requirements. Work anticipated for permitting includes:

Task 6A – Floodplain Study Documents

Using the park site survey and available data from the City of Joplin, FEMA, and/or SEMA SWT shall prepare floodplain studies for sections of Turkey Creek and Joplin Creek impacted by the project. Responsibilities include:

1. Obtaining available information from the aforementioned agencies.
2. Site visit to confirm conditions.
3. Meeting with Client and review agencies as needed to clarify requirements and strategies.
4. Prepare, submit, and revise report of findings to obtain permits and approvals, including:
    - No-rise Certification (digital)
    - If site design allows: request “no permit required” letter from USACE
    - Section 404/401 Permit applications to USACE/MDNR

Task 6B – Anticipated Permitting and Approvals

1. Land Disturbance – City of Joplin Engineering, MDNR
2. Floodplain – City of Joplin Engineering, USACE+MDNR
3. Stormwater – City of Joplin Engineering
4. Entrances – Jasper County Highway Department, City of Joplin Engineering
5. Transmission Line Crossing – Liberty Utilities
6. Restroom & Pavilions – City of Joplin Building Division

Products of Task 6:
SWT shall produce clear, concise set of reports for submittal to agencies as needed to obtain permits.

Meetings for Task 6:

- Meetings are incorporated into Task 5 and Task 7 Meetings

TASK 7 – CONSTRUCTION DOCUMENTS

Based on the approved Design Development Documents and construction budget, SWT shall prepare Construction Documents for the Clients approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and permitting coordination. The work to be performed is as follows:

Task 7A – Construction Documents

SWT shall produce Construction Documents consisting of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Project. The Client and SWT acknowledge that in order to construct the work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the SWT shall review in accordance with Task 8 below.

Project elements may include, but are not limited to the elements listed below as defined in Task 5:

1. Site Utilities
2. Bike Park
3. Park Buildings and Amenities
4. Vehicular Entries and Circulation
5. Pedestrian Entries and Circulation
6. Landscape Zones

Task 7B – Bid Specifications

1. SWT will prepare technical specifications stating materials or products to be used. Provide samples and/or cut sheets of selected fixtures, furniture, site amenities and finish materials.
2. SWT will identify with Client, and incorporate, design requirements of governmental authorities having jurisdiction over the project.
3. SWT will assist the Client in the development and preparation of:
    i. Bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms.
    ii. The form of agreement between the Client and Contractor (Provided by Client and include in Bid Documents by SWT).
    iii. The Conditions of the Contract for Construction (General, Supplementary and other Conditions). SWT shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

Task 7C – Update Implementation Cost Opinion and Grant Alignment

SWT will update the Phase One implementation cost opinion based on the Construction Document package and coordinate with Client for grant alignment.

Task 7D – Task Submittal and Approval

1. Following completion of Task 7 SWT shall submit the Construction Documents to the Client in PDF format and request written Client approval and authorization to proceed to Task 8.

2. Submittal to include summary of adjustments in design and/or cost from Task 5 submittal package, and outline of recommendations for adjustments to project scope or budget based on the Construction Document package.

Products of Task 7:
SWT shall produce clear, concise drawings that will be compliant with project scope. Upon approval of project documents, SWT will provide project documentation to Client in appropriate format. Documentation to include:

- Construction Document Drawing Package (PDF)
- Bid Specification Package/ Bid Manual (PDF)
- Construction Document Cost Opinion (PDF)

Meetings for Task 7:
- Two (2) Construction Document and Budget Coordination/Permitting Coordination meeting with Client
- One (1) Review Meeting – 50% Construction Document Review with Client
- One (1) Review Meeting – 90% Construction Document Review with Client
- One (1) Review Meeting – 100% Final Construction Document Review Meeting with Client

Phase II – Bidding and Construction Phase Services

TASK 8 – BIDDING AND NEGOTIATION

After acceptance by Client of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Construction Document Phase, and upon written authorization by Client to proceed, Engineer shall:

Task 8A – SWT shall assist the Client in preparing the advertisement for bid.

Task 8B – Competitive Bidding

1. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
2. SWT shall assist the Client in bidding the Project by providing access to digital copies of Bidding Documents from SWT FTP/City of Joplin website as well as posting on Client preferred plan room or print company for distribution to prospective bidders. SWT will maintain a log contractors who have obtained bid package from SWT if distributed through our FTP.
3. SWT will assist Client in conducting a pre-bid conference for prospective bidders.
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. SWT will assist Client in preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
6. SWT will consider requests for substitutions and 'or equals", if permitted, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
7. SWT will 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. attend the public bid opening and assist Client in distributing the bidding results.

Task 8C –The Bidding Phase will be considered complete upon commencement of the Construction Phase.

Products of Task 8:
Client identified bid process and selection of general contractor for project implementation.

Meetings for Task 8:

- One (1) Bid Process and Recommended Contractor Coordination Meeting with Client
- One (1) Pre-Bid Meeting with Client and Interested Contractors
- One (1) Public Bid Opening / Proposal Review with Client
- One (1) Contractor Interviews and Evaluation with Client (up to three contractor interviews if desired)

TASK 9 – CONSTRUCTION PHASE SERVICES

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, SWT shall commence with construction phase services as identified below. Once the project design is completed, SWT will work to engage TerraCon, or other local partner, in performing this scope where possible.

Task 9A – After completion of the Final Design Phase and concurrent with the Bidding Phase SWT and Owner shall discuss, resolve, and document any revisions to SWT's scope of services or compensation or the time for completion of SWTs services, resulting from modifications to the Project.

1. SWT shall be responsible only for those services expressly required of SWT herein.
2. Owner waives all claims against SWT and its officers, directors, members, partners, agents, employees, and Subconsultants, and SWT's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of SWT herein. Notwithstanding the foregoing waiver, SWT shall be responsible for any professional opinions and interpretations provided by SWT to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

Task 9B – General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth herein, the extent and limitations of the duties, responsibilities, and authority of SWT shall be as assigned in the General Conditions of the Construction Contract. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through SWT.

1. If the responsibilities of SWT as set forth in the Construction Contract are greater than those Construction Phase services expressly required of SWT herein, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate SWT for any related increases in the cost to provide Construction Phase services, or (2) identify a qualified individual or entity (other than SWT) responsible for the additional responsibilities in the Construction Contract.
2. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of SWT in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on SWT, or if Owner requires SWT's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate SWT for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
3. SWT shall not be required to furnish or perform services contrary to SWT's responsibilities as a licensed professional.

Task 9C – Selection of Independent Testing Laboratory: Assist Owner in the development of a quality assurance plan and in the selection of an independent testing laboratory to perform required testing services.

Task 9D – Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

Task 9E – Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, SWT, and Contractor shall jointly develop such protocols.

Task 9F – Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to SWT, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of SWT's comments or acceptance of schedules.

1. Schedules will be acceptable to SWT as to form and substance:

    i. Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on SWT responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

    ii. Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

    iii. Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

Task 9G – Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in SWT's judgment are necessary to enable Contractor to proceed.

Task 9H – Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by SWT for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

Task 9I – Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

1. Make visits to the Site at approximately weekly intervals during periods of active construction, as SWT deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by SWT, including its RPR, 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 SWT 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 SWT's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, SWT will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and SWT shall keep Owner informed of the progress of the Work. SWT will make a report of SWT's visit, summarizing SWT's general observations and any significant findings.

2. The purpose of SWT's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable SWT to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by SWT during the Construction Phase, and, in addition, by the exercise of SWT'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. SWT will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will SWT 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, SWT 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.

Task 9J – Defective Work: If, on the basis of SWT's observations or as indicated in documentation available to SWT, SWT believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, SWT will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to SWT's understanding) of defect, and associated provisions of the Construction Contract Documents.

1. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. SWT shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

2. However, SWT's authority to provide this information to Owner or SWT's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the SWT to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

Task 9K – Compatibility with Design Concept: If SWT 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.

Task 9L – 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.

Task 9M – Non-reviewable Matters: If a submitted matter in question concerns the SWT's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then SWT will promptly give written notice to Owner and Contractor that SWT will not provide a decision or interpretation.

Task 9N – Field Orders: Subject to any limitations in the Construction Contract Documents, SWT may prepare and issue Field Orders requiring minor changes in the Work.

Task 9O – 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.

Task 9P – Change Proposals and Claims

1. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 14 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 must 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 SWT will notify the parties that the SWT will not resolve the Change Proposal.

2. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

Task 9Q – 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 subject to limitations of SWT's obligations under this Agreement.

Task 9R – Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for 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. SWT shall meet any Contractor's Submittal schedule that SWT has accepted.

Task 9S – Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Task 9T – Inspections and Tests

1. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. SWT's review of such certificates will be for the purpose of determining whether 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. SWT shall be entitled to rely on the results of such inspections and tests.
2. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
3. Issue written requests to Contractor that specific portions of the Work remain uncovered.
4. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
5. Pursuant to the terms of the Construction Contract, additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

Task 9U – Contractor's Applications for Payment: Based on SWT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Determine the amounts that SWT 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 SWT's representation to Owner, based on such observations and review, that, within the limits of SWT'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 SWT's responsibility to observe the Work. In the case of unit price Work, SWT'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).
2. By recommending payment, SWT shall not thereby be deemed to have represented that observations made by SWT 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 SWT in this Agreement. Neither SWT's review of Contractor's Work for the purposes

of recommending payments nor SWT's recommendation of any payment including final payment will impose on SWT responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on SWT to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Task 9V – 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 approved as provided under Paragraph 1.02.18 herein. 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 SWT's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

Task 9W – Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor 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.

Task 9X – Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

1. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
2. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
3. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
4. if SWT is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit A), stating that the Work is acceptable (subject to the provisions of the Notice and this Scope) within the limits of SWT's knowledge, information, and belief, and based on the extent of the services provided by SWT under this Agreement.

Task 9Y – Standards for Certain Construction-Phase Decisions: SWT 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, SWT 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.

Task 9Z – 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 SWT for final payment to Contractor. SWT 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.

Task 9AA – Post-Construction Phase

1. Upon written authorization from Owner during the Post-Construction Phase, SWT shall:
    i. 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.
    ii. 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.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

Products of Task 9:
SWT will provide the Client with construction-related services throughout the construction period of the project. It is anticipated that the construction period for this project will be 10-12 months as identified in the City provided project schedule.

Meetings for Task 9:
- One (1) Pre-Construction Meetings with Client and Contractor
- Weekly Site Visits during Construction Period = 40 - 50 visits based on 10-12 month construction schedule. SWT to coordinate with Client to track visits and provide field notes following site visits.
- One (1) IMBA site visit for up to four (4) days to flag up to 10 miles of natural surface trail alignments.
- One (1) Punchlist Review
- One (1) Post Construction Site Walk
- One (1) Warranty Review Walk

ATTACHMENT "B"

PROJECT MILESTONES AND TEAM MEETINGS

PROJECT MILESTONES AND TEAM MEETINGS SUMMARY

Phase 1: Preliminary Investigation & Base Information *- 2 total meetings (virtual) not incl. bi-weekly*

Task 1 **- Topographic and Boundary Survey**

- One (1) Coordination meeting to discuss methods and schedule for survey work (virtual).

Task 2 **– Geotechnical Services**

- One (1) Coordination meeting to identify sampling locations & discuss schedule for field work (virtual).

Task 3 **– Natural Resource and Site Determination Services**

- No meetings identified in this task.

Phase 2: Design Services - 17 total meetings not incl. bi-weekly (9 virtual / 8 in-person)

Task 4 **– Schematic Design**

- One (1) Kick Off Meeting and Site Visit for Master Plan Review (if desired)
- One (1) Analysis and Program Review Meeting (virtual)
- One (1) Schematic Design Plan and Cost Opinion Progress Review Meeting/Com. Mtg. Prep. (virtual)
- One (1) Community Engagement Meeting + Site Walk for Concept Review
- One (1) Community Engagement Feedback Review and Plan Revision Confirmation Meeting (virtual)
- One (1) Final Overall Schematic Design Review Meeting and Grant Coordination Check-in

Task 5 **– Design Development**

- Two (2) Design Development Review and Coordination Meetings with Client (one virtual)
- One (1) Community Engagement Meeting – Meeting 02
- Two (2) City / Permitting Agencies Review and Coordination Meetings (virtual or paired with other trips)
- One (1) Final Design Development Review Meeting with Client and City Council Presentation
- Bi-weekly Progress Check-in Meetings (virtual)

Task 6 **– Permitting Documentation**

- Meetings are incorporated into Task 5 and Task 7 Meetings

Task 7 **– Construction Documents**

- Two (2) Construction Document & Budget/Permitting Coordination meeting with Client (one virtual)
- One (1) Review Meeting – 50% Construction Document Review with Client (virtual)
- One (1) Review Meeting – 90% Construction Document Review with Client
- One (1) Review Meeting – 100% Final Construction Document Review Meeting with Client
- Bi-weekly Progress Check-in Meetings (virtual)

Phase 3: Bidding and Constructions Phase Services - 8 total meetings plus Construction Visits

Task 8 - B*id and Negotiation*

- One (1) Bid Process and Recommended Contractor Coordination Meeting with Client
- One (1) Pre-Bid Meeting with Client and Interested Contractors
- One (1) Public Bid Opening / Proposal Review with Client
- One (1) Contractor Interviews and Evaluation with Client (up to three contractor interviews if desired)

Task 9 – **Construction Phase Services (intent to engage local partner in performing these services)**

- One (1) Pre-Construction Meetings with Client and Contractor
- Weekly Site Visits during Construction Period Estimated at One Year – 48 - 50 visits. SWT to coordinate with Client to track visits and provide field note updates following site visits.
- One (1) IMBA site visit for up to four (4) days to flag up to 10 miles of natural surface trail alignments.
- One (1) Punchlist Review
- One (1) Post Construction Site Walk
- One (1) Warranty Review Walk

ATTACHMENT "C"

COMPENSATION

5.1 COMPENSATION: SCOPE OF WORK

5.1.1 Compensation for SWT's services performed as outlined in Attachment "A" Scope of Work Tasks 1-7 will be on a lump-sum basis totaling $370,240.70 and Tasks 8 and 9 will be billed Hourly Not to Exceed $251,605.00 as broken out below. The project will be billed out monthly as a percentage of completion per Task 1-8 and hourly for Tasks 8-9 as follows:

Phase 1: Preliminary Investigation and Base Information

- Task 1 – Topographic and Boundary Survey $36,150.00
- Task 2 – Geotechnical Services $17,445.70
- Task 3 – Natural Resources and Site Determination ..... $43,750.00 (not including 3F)
    - 3A,B and C $4,250.00
    - 3D $6,750.00
    - 3E $32,750.00
    - 3F ..... $10,000 - $15,000 (if needed; not in Task 3 total above)

Phase 2: Design Services

- Task 4 – Schematic Design $74,255.00
- Task 5 – Design Development $80,925.00
- Task 6 – Permitting Documentation $31,720.00
- Task 7 – Construction Documents $85,995.00

Phase 3: Bidding and Construction Phase Services (hourly not to exceed)

- Task 8 – Bidding and Negotiation $29,160.00
- Task 9 – Construction Phase Services $222,445.00

5.1.2 Direct Expenses: Expenses for all team members other than IMBA are included in the lump sum fees for Phase 1 and Phase 2 work identified above.

5.1.3 Reimbursable expenses:

5.1.3.1 For IMBA travel and associated efforts, are not included in the lump sum above fees, and will be billed to the Client at cost plus 10% administrative fees. Personal car mileage will be billed at the prevailing rate established by the IRS. **Reimbursable expenses shall not exceed $20,000** without mutual agreement between the Client and SWT. If sub-consultants are needed for additional work items, SWT and the Client will mutually agree. Billing for SWT fees and reimbursable expenses will be submitted monthly. Payment shall be due within 30 days from the date of invoice.

5.1.3.2 Construction Phase Services are billed Hourly Not to Exceed and associated expenses will be billed to the Client at cost plus 10% administrative fees. Personal car mileage will be billed at the prevailing rate established by the IRS. **Reimbursable expenses shall not exceed $35,000** without mutual agreement between the Client and SWT. If sub-consultants are needed for additional work items, SWT and the Client will mutually agree. Billing for SWT fees and reimbursable expenses will be submitted monthly. Payment shall be due within 30 days from the date of invoice.

5.2 Hourly Rates

SWT Design:

Managing Partner	$225.00
Partner	$190.00
Sr. Associate I	$155.00
Sr. Associate II	$145.00
Civil Engineer I	$155.00
Civil Engineer II	$135.00
Senior Professional Land Surveyor	$150.00
Professional Land Surveyor	$120.00
Staff Surveyor	$ 90.00
Survey Draftsperson	$110.00
Senior Planner	$150.00
Planner	$125.00
Associate	$125.00
Designer	$ 95.00
Staff I	$ 90.00
Staff II	$ 80.00
Staff III	$ 70.00
Administrative	$110.00
Clerical	$ 70.00

International Mountain Biking Association (IMBA):

Director	$170.00
Planner 2	$140.00
Planner 1	$110.00

CITY OF JOPLIN
Dover Outdoor Recreation Area RFQ
PRELIMINARY OVERALL AVERAGE SCORE
19-Dec-23

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Olsson Studio	98	98	92	97	93	94	572	95.3
SWT Design	99	97	99	98	94	84	571	95.2
Modus Studio	98	99	87	96	82	71	491	81.8
Cromwell	82	93	70	55	85	62	447	74.5
Kinetic Design	57	58	70	25	87	65	362	60.3

SUMMARY OF PRELIMINARY COMMENTS FOR RFQ ANALYSIS

DOVER OUTDOOR RECREATION AREA

BICYCLE PARK PROJECT

DECEMBER 19, 2023

SWT Design

- Using IMBA Trail Solutions as their trail designer.
- Has worked with the COJ on other projects, Mercy Park.
- Great methodology.
- Gret references and relevant type projects.
- Detailed project understanding and approach.
- St. Louis firm with weekly site visits.
- Tons of experience and relatable projects.

Olsson Studio

- Set methods were outlined and meets requirements.
- IMBA Trail Solutions is their mountain bike design company.
- Concerned about capacity.
- Continuous public engagement.
- Experienced working with COJ.
- Great staff.
- Already doing Ewert Splash Park project.

Modus Studio

- Great vision on structural components.
- Minimal emphasis on trail components.
- Not as much relevant experience.
- Teaming up with Ecological Design Group and Miller Engineering.
- References not similar to this project.
- Very “Green” friendly in design.
- Good staff.

Cromwell

- Meets requirements and objectives.
- Fair methodology.
- Not as much relevant experience.
- No relevant projects.
- Vague-would like to see details for phases.
- Not for this type of project.
- Didn't really talk about location, just references Master Plan.

Kinetic Design and Development

- Vague on the construction aspect of build.
- Minimal trail design.
- No methodology described.
- Little relevant experiences.
- Don't see projects that are similar to a skate park.
- Didn't see anything on team approach.
- Project lead background is in hospitality management and design.

CITY OF JOPLIN
Dover Outdoor Recreation Area Bicycle Park RFQ
Finalist Interview Scores
4-Jan-24

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
SWT Design	48	49	49	47	50	243	48.6
Olsson Studio	45	48	45	44	47	229	45.8

SUMMARY OF FINALIST INTERVIEW COMMENTS FOR RFQ ANALYSIS

DOVER OUTDOOR RECREATION AREA

BICYCLE PARK PROJECT

JANUARY 4, 2024

SWT Design

- IMBA Trail Solutions lead mountain bike designer.
- Over 1000 projects varying in sizes.
- Environmental management with water way and habitats.
- Align funding sources to be able to maintain after project is completed.
- Community engagement is important.
- Has worked with ARPA funding grants.
- Look at inclusive programming and events.

Olsson Studio

- IMBA Trail Solutions lead mountain bike designer.
- 100 years of parks master planning and park design.
- Community engagement throughout project.
- Local knowledge in flood plains.
- Joint public engagements with DORA and Ewert Splash Park.
- Timeline is critical for grant funding.
- Local contact.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-607– Annual approval of MODOT Grants (4).

MEETING DATE
February 20, 2024

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2024-607, MODOT grant paperwork for City Council Signature for **1.** DWI Officers **2.** DWI Enforcement Overtime **3.** Hazardous Moving Violation Enforcement Overtime **4**. Pedestrian Safety Education/Enforcement.

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill approves grant funding from MODOT for 50% of salaries, fringe benefits and overtime costs for two full time DWI officers, , and one replacement DWI Fulltime Unit Vehicle in the amount of $146,058; overtime costs and fringe benefit costs for DWI Enforcement details and Youth Alcohol Enforcement details in the amount of $31,500; overtime costs and fringe benefit costs for Hazardous Moving Violation Enforcement in the amount of $42,000; and overtime costs and fringe benefit costs for pedestrian safety education and enforcement details in the amount of $7,700.

BACKGROUND
The Joplin Police Department's DWI Unit consistently leads the State in DWI arrests when compared to other DWI units that are funded under the same grant. Currently we have two officers assigned fulltime to the DWI Enforcement Unit. The first grant will pay for a replacement vehicle for one of these two positions. The second grant will be utilized to cover overtime costs and fringe benefits for DWI enforcement details for officers not assigned to the unit. The third grant will be utilized to cover overtime costs and fringe benefits for Hazardous Moving Violation details. These details are used to focus enforcement efforts on Hazardous Moving Violations that occur within the city limits of Joplin. The efforts are focused in high crash locations and they have been instrumental in keeping our crash numbers down each year. We have realized a 5.16% reduction in crashes from 2022 to 2023. The fourth grant will be utilized to cover overtime costs and fringe benefits for pedestrian safety education and enforcement details. Thus far in 2024 we have had two fatality crashes involving pedestrians.

FUNDING SOURCE
Missouri Department of Transportation.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2024 through September 30, 2025

(Application due by March 01, 2024)

Agency:	Joplin Police Dept.	**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.	**Federal Tax ID#:**	446000196
		DUNS #:	HRWZCYY8MWJ3

City:	Joplin	**State:**	MO	**Zip:**	64801-2316	**County:**	Jasper
Phone:	417-623-3131	**Fax:**	417-623-4604				
Contact:	Sgt. Jared Delzell	**Email:**	jdelzell@joplinmo.org				
Jurisdiction:	Rural	**Jurisdiction Population:**			54,000		

Targeted Population: Impaired Drivers

Project activity for which your agency is requesting funding:

Impaired Driving

Project Title: Dedicated Impaired Driving Enforcement **Requested Amount:** $146,058.00

Brief Description: Full Time DWI Unit

Brian Lewis
Authorizing Official

Authorizing Official Signature

Assistant Chief of Police
Authorizing Official Title

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member

_____

Mayor

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

The Joplin Police Department investigated 4,655 traffic crashes involving 8,996 vehicles in the city limits from 2021-2023. The City of Joplin includes city streets, several State Highways, 13 miles of IS 44, and a section of IS 49 / MO 249. Of the 4,655 crashes, 795 resulted in a physical injury, and another 26 resulted in a fatality.

Of the 821 crashes that resulted in a injury or a fatality, 53, or 5.4%, had drug / alcohol / impairment as a contributing factor. Alcohol was a contributing factor in 177 total traffic crashes in the City of Joplin between 2021-2023.

Additionally, the City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2020-2022, there were 322 alcohol involved crashes in Jasper County, ranking 10th in the state. There were 212 alcohol related crashes in Newton County, ranking 14th in the state. For the same period, the City of Joplin recorded 135 alcohol related crashes, ranking 11th in the state. In 2023, the City of Joplin recorded 64 drug and alcohol related crashes.

In 2023 the Joplin Police Department contacted 16,098 drivers for moving violations. Of those, 3,583 drivers received at least one citation for a traffic offense. This speaks to the determination and focus to lowering all crashes within the city.

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

- Arrest Impaired Drivers

- Educate the public on the danger of impaired driving.

- Work closely with surrounding and state departments to ensure involvement in programs and meetings that aid safer and more sober roadways.

- Work with community stakeholders, including bar owners, and public and private for hire transportation options to encourage sober driving

PROJECT DESCRIPTION

Two Full time officers assigned to the traffic unit will primarily cover 7 days per week focusing on stopping, arresting and charging drivers who are impaired by drugs and alcohol.

These officers will work four 10-hour shifts.

The primary rotation will be one working weekends and one working week nights with one overlap day to be either Thursday or Friday, depending on a constantly evaluated need. Occasional adjustment may be needed for campaigns or other DWI activities.

Officers will primarily work between the hours of 5:00 p.m. and 3:00 a.m. as needed for enforcement.

Occasional deviation may be warranted for special events.

These officers will stay up to date on changing campaigns and laws regarding impaired driving and will teach other officer 's better ways to detect and process impairment for a court conviction. They will reach out to the community and provide innovative ways to educate the public about the dangers of drunk or drugged driving.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	

We have filled nearly all of our vacant positions, with several officers at different phases of training, We are on track to be completely filled within the next year. This will have more officers available for overtime than we have seen available in four years. The agency is in a good position to commit to the requested funds.

12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

2022 - Due to vacancies we had unexpended funds.
2023 - We requested extra funds twice and expended all of them.
2024 - We used our original funds, requested more and are on track to fully expend those.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency.	329
19 Total number of speeding citations written by your agency.	636
20 Total number of HMV citations written by your agency.	3134
21 Total number of child safety/booster seat citations written by your agency.	19
22 Total number of safety belt citations written by your agency.	291
23 Total number of warnings issued.	13288

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	4830
25 Total number of traffic crashes resulting in a fatality.	29
26 Total number of traffic crashes resulting in a serious injury.	1066
27 Total number of speed-related traffic crashes.	277
28 Total number of speed-related traffic crashes resulting in a fatality.	11
29 Total number of speed-related traffic crashes resulting in a serious injury.	101
30 Total number of alcohol-related traffic crashes.	163
31 Total number of alcohol-related traffic crashes resulting in a fatality.	7
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	61
33 Total number of unbuckled fatalities.	21
34 Total number of unbuckled serious injuries.	29

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	112
36 Total number of commissioned patrol and traffic officers.	65

37 Total number of commissioned law enforcement officers available for overtime enforcement. 110

38 Total number of vehicles available for enforcement. 62

39 Total number of radars/lasers. 54

40 Total number of in-car video cameras. 50

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT - 36
Sotoxa - 1

42 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
- 32nd from Central City to Prigmor
- I-44 between mile markers 0.0 to 13.4
- I-49 between 32nd Street and Zora
- Main Street between Zora and 50th

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

12 months per year. Primary focus being on statewide campaigns.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place 7 days per week, with primary enforcement being conducted in line with high complaint / crash volumes, as they may change.

47 Enter the time of day in which enforcement will be conducted.

Enforcement will primarily take place between the hours of 4 p.m. and 3 a.m. unless special events or crash numbers show an increase in a time outside of these hours.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Replace One of two DWI vehicles. Replace with a 2025 Chevy Tahoe 4x4.
Provides equipment such as lights, sirens, console, mounts, wiring, graphics, push bar and related items. The Tahoe is preferred because this is the only vehicle the department uses for patrol and traffic work and keeps our standard of equipment the same.

The Tahoe this would replace would be retained until the end of its life cycle and used in a DWI /Traffic function only. Build time for our agency after a vehicle is received is currently extended due to lead time to receive vehicles and equipment in this market.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Traffic Unit supervisors (non-grand funded) will supervise monthly stats and maintain good cummunication with DWI Officers.

Traffic Unit supervisors will evaluate crash data at least quarterly to ensure proper shift and overlap placement biased on a demonstrated need that's data driven.

Supervisors will also facilitate training's and campaigns to ensure DWI Officers are being best utilized by the department and focusing on the peak times that impaired driving violations are likely to occur.

ADDITIONAL FUNDING SOURCES

See attached document labeled "2022 Joplin SA Report" for the most current data.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Vehicle	Replace one of two DWI Full Time Unit vehicles. 2025 Chevy Tahoe to include lights, siren and speakers, console, computer mount, wiring, mounts, and graphics 2025 Chevy Tahoe $51,858 All equipment mentioned above $11,000	1	$62,858.00	$62,858.00	$0.00	**$62,858.00**
					$62,858.00	**$0.00**	**$62,858.00**
Personnel							
	Salary and/or Fringe	Two Full Time DWI Officer Salary and Fringe	2	$72,000.00	$144,000.00	$72,000.00	**$72,000.00**
	Overtime and/or Fringe	Two Full Time DWI Officers Overtime	1	$20,000.00	$20,000.00	$10,000.00	**$10,000.00**
					$164,000.00	**$82,000.00**	**$82,000.00**
Training							
	Professional Development	DRE Confrence	2	$600.00	$1,200.00	$0.00	**$1,200.00**
					$1,200.00	**$0.00**	**$1,200.00**
				Total Contract	**$228,058.00**	**$82,000.00**	**$146,058.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	2022 Joplin SA Report-Final.pdf	01/24/2024

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2024 through September 30, 2025

(Application due by March 01, 2024)

Agency:	Joplin Police Dept.	**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.	**Federal Tax ID#:**	446000196
		DUNS #:	HRWZCYY8MWJ3
City:	Joplin	**State:** MO **Zip:** 64801-2316	**County:** Jasper
Phone:	417-623-3131	**Fax:** 417-623-4604	
Contact:	Sgt. Jared Delzell	**Email:** jdelzell@joplinmo.org	
Jurisdiction:	Rural	**Jurisdiction Population:** 54,000	
Targeted Population:	Impaired Drivers		

Project activity for which your agency is requesting funding:

Impaired Driving

Project Title:	DWI Saturation Enforcement	**Requested Amount:**	$31,500.00
Brief Description:	DWI Saturation Enforcement Overtime		

Brian Lewis
Authorizing Official

Authorizing Official Signature

Assistant Chief of Police
Authorizing Official Title

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____ _____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Mayor

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

The Joplin Police Department investigated 4,655 traffic crashes involving 8,996 vehicles in the city limits from 2021-2023. The City of Joplin includes city streets, several State Highways, 13 miles of IS 44, and a section of IS 49 / MO 249. Of the 4,655 crashes, 795 resulted in a physical injury, and another 26 resulted in a fatality.

Of the 821 crashes that resulted in a injury or a fatality, 53, or 5.4%, had drug / alcohol / impairment as a contributing factor. Alcohol was a contributing factor in 177 total traffic crashes in the City of Joplin between 2021-2023. Additionally, the City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2020-2022, there were 322 alcohol involved crashes in Jasper County, ranking 10th in the state. There were 212 alcohol related crashes in Newton County, ranking 14th in the state. For the same period, the City of Joplin recorded 135 alcohol related crashes, ranking 11th in the state. In 2023, the City of Joplin recorded 64 drug and alcohol related crashes

In 2023 the Joplin Police Department contacted 16,098 drivers for moving violations. Of those, 3,583 drivers received at least one citation for a traffic offense. This speaks to the determination and focus to lowering all crashes within the city.

On November 18, 2023, officers with the Joplin Police Department conducted a youth alcohol compliance check at various locations throughout the city of Joplin. The goal of these checks was to access the level of accessibility of alcohol for minors in our community and prevent the sale of alcoholic beverages to minors, thus creating a safer and healthier environment for our youth and preventing them from operating a vehicle and causing a crash. Of the 32 locations checked, 6 locations were found to be non-complaint and sold alcohol to the minors. These sales could have ended with one or all of these minors operating a vehicle on our roadways.

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

- Arrest Impaired Drivers

- Educate the public on the danger of impaired driving.

- Work closely with surrounding and state departments to ensure involvement in programs and meetings that aid safer and more sober roadways.

- Work with community stakeholders, including bar owners, and public and private for hire transportation options to encourage sober driving

- Prevent sales to minors that may lead them to operate a vehicle impaired and cause a collision.

PROJECT DESCRIPTION

We will deploy officers to focus on impaired drivers. Our main goal is to arrest impaired drivers and prevent alcohol related crashes.

Officers will be assigned to work overtime on a monthly basis at times that data shows us impaired drivers are likely to be more frequent. Officers will participate in state and national drive sober campaigns. Officers will be highly visible while conducting traffic enforcement.

This funding will be used for enforcement of impaired driving. Officers may also use this funding to investigate and prosecute businesses or individuals that sell alcohol to persons under 21 who could end up driving vehicles on our roadways.

Grant funds to be used to pay for officers overtime and fringe benefits working under this project.
For large scale enforcement events requiring an extra dispatcher, overtime and fringe would be used under this project.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
We have filled nearly all of our vacant positions, with several officers at different phases of training, We are on track to be completely filled within the next year. This will have more officers available for overtime than we have seen available in four years. The agency is in a good position to commit to the requested funds.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
2022 - Due to vacancies we had unexpended funds. 2023 - We requested extra funds twice and expended all of them. 2024 - We used our original funds	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency.	329
19 Total number of speeding citations written by your agency.	636
20 Total number of HMV citations written by your agency.	3134
21 Total number of child safety/booster seat citations written by your agency.	19
22 Total number of safety belt citations written by your agency.	291
23 Total number of warnings issued.	13288

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	4830
25 Total number of traffic crashes resulting in a fatality.	29
26 Total number of traffic crashes resulting in a serious injury.	1066
27 Total number of speed-related traffic crashes.	277
28 Total number of speed-related traffic crashes resulting in a fatality.	11
29 Total number of speed-related traffic crashes resulting in a serious injury.	101
30 Total number of alcohol-related traffic crashes.	163
31 Total number of alcohol-related traffic crashes resulting in a fatality.	7
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	61
33 Total number of unbuckled fatalities.	21
34 Total number of unbuckled serious injuries.	29

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	112
36 Total number of commissioned patrol and traffic officers.	65

37 Total number of commissioned law enforcement officers available for overtime enforcement. 110

38 Total number of vehicles available for enforcement. 62

39 Total number of radars/lasers. 54

40 Total number of in-car video cameras. 50

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT - 36

Sotoxa - 1

42 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
- 32nd from Central City to Prigmor
- I-44 between mile markers 0.0 to 13.4
- I-49 between 32nd Street and Zora
- Main Street between Zora and 50th

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

12 months per year. Primary focus being on statewide campaigns.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place 7 days per week, with primary enforcement being conducted in line with high complaint / crash volumes, as they may change.

47 Enter the time of day in which enforcement will be conducted.

Enforcement will primarily take place between the hours of 4 p.m. and 3 a.m. unless special events or crash numbers show an increase in a time outside of these hours.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

ASIV, Intox 8000 and PBT mouthpieces for the continued use of instruments.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The Joplin Police Department will comply will all of the above evaluation procedures. We will continue to evaluate our efforts by deploying the full time DWI unit into areas where alcohol related crashes occur as well as locations known through enforcement to have higher numbers of impaired driver arrests.

Additionally, we will monitor violations of serving to minors, MIP, and other alcohol service violations and conduct enforcement accordingly, as well as proactively

ADDITIONAL FUNDING SOURCES

See attached document labeled "2022 Joplin SA Report" for the most current data.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	BA Simulator	Mouth pieces for breath instruments	1,000	$0.37	$370.00	$0.00	**$370.00**
	BA Simulator	Dry Gas for BA maintenance	2	$215.00	$430.00	$0.00	**$430.00**
	BA Simulator	Sotoxa Oral Field testing cartridge 1 box of 25 cartridges	1	$700.00	$700.00	$0.00	**$700.00**
					$1,500.00	**$0.00**	**$1,500.00**
Personnel							
	Overtime and/or Fringe	DWI / Youth Alcohol enforcement Officer Overtime (about 500 hours)	1	$30,000.00	$30,000.00	$0.00	**$30,000.00**
					$30,000.00	**$0.00**	**$30,000.00**
				Total Contract	**$31,500.00**	**$0.00**	**$31,500.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	2022 Joplin SA Report-Final.pdf	01/24/2024

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2024 through September 30, 2025

(Application due by March 01, 2024)

Agency:	Joplin Police Dept.	**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.	**Federal Tax ID#:**	446000196
		DUNS #:	HRWZCYY8MWJ3

City:	Joplin	**State:** MO	**Zip:** 64801-2316	**County:**	Jasper
Phone:	417-623-3131	**Fax:** 417-623-4604			
Contact:	Sgt. Jared Delzell	**Email:** jdelzell@joplinmo.org			
Jurisdiction:	Rural	**Jurisdiction Population:**	54,000		
Targeted Population:	All Drivers				

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title:	Hazardous Moving Violation	**Requested Amount:**	$42,000.00
Brief Description:	HMV Officer Overtime		

Brian Lewis
Authorizing Official

Authorizing Official Signature

Assistant Chief Of Police
Authorizing Official Title

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Mayor

PROBLEM IDENTIFICATION

During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

The Joplin Police Department investigated 4,655 traffic crashes in the city limits from 2021-2023. The City of Joplin includes city streets, several State Highways, 13 miles of IS 44, and a section of IS 49 / MO 249.

Of the 4,655 crashes, 795 resulted in a physical injury, and another 26 resulted in a fatality. Of the 795 crashes that resulted in a injury or a fatality, 71 had excessive speed as a contributing factor. Additionally, in 2023 the Joplin Police Department contacted 16,098 drivers for moving violations. Of those, 3,583 drivers received at least one citation for a traffic offense.

Citizen Surveys indicate that the number one concern of our populace are hazardous moving violations, including speed, improper lane use, traffic signal violations, and pedestrian violations.

The City of Joplin is incorporated in two separate counties, Jasper and Newton. According to the MSHP for the time period 2020 through 2022, Jasper County responded to 716 speed related crashes and ranked 13th in the state. Newton County worked 582 and ranked 20th in crashes where speed was a factor. Between the years 2020 and 2022 the Joplin Police Department worked 282 speed related crashes and was ranked 23rd in the state. During this same time period, the Joplin Police Department investigated 4,830 total traffic crashes, which ranked 7th in the state for overall crashes.

GOALS/OBJECTIVES

Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31,2026.

It is the goal of the Joplin Police Department to deploy officers on overtime into high crash areas . Officers will contact drivers for various violations with an emphasis on hazardous moving violations, those violations that cause injuries and fatalities. Our focus it to evaluate problem locations and respond with enforcement, education and visibility.

PROJECT DESCRIPTION

Our goal is to deploy officers on overtime into high crash areas .

Officers will contact drivers for various violations with an emphasis on hazardous moving violations , Those violations that cause injuries and fatalities.

The Traffic Supervisors will compare crash rates to enforcement and create and direct resources to those area to respond to the crashes. They will also use previous data to deploy enforcement in areas projected to have crash volumes.

Officers will be highly visible in high crash and violation areas to prevent crashes . Social media will be used to inform the public of these efforts.

Grant funds to be used to pay for officers overtime and fringe benefits working under this project .
For large scale enforcement events requiring an extra dispatcher, overtime and fringe would be used under this project.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	

We have filled nearly all of our vacant positions, with several officers at different phases of training, We are on track to be completely filled within the next year. This will have more officers available for overtime than we have seen available in four years. The agency is in a good position to commit to the requested funds.

12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

2022 - Due to vacancies we had unexpended funds.
2023 - We requested extra funds twice and expended all of them.
2024 - We used our original funds, requested more and are on track to fully expend those.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency.	329
19 Total number of speeding citations written by your agency.	636
20 Total number of HMV citations written by your agency.	3134
21 Total number of child safety/booster seat citations written by your agency.	19
22 Total number of safety belt citations written by your agency.	291
23 Total number of warnings issued.	13288

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	4830
25 Total number of traffic crashes resulting in a fatality.	29
26 Total number of traffic crashes resulting in a serious injury.	1066
27 Total number of speed-related traffic crashes.	277
28 Total number of speed-related traffic crashes resulting in a fatality.	11
29 Total number of speed-related traffic crashes resulting in a serious injury.	101
30 Total number of alcohol-related traffic crashes.	163
31 Total number of alcohol-related traffic crashes resulting in a fatality.	7
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	61
33 Total number of unbuckled fatalities.	21
34 Total number of unbuckled serious injuries.	29

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	112
36 Total number of commissioned patrol and traffic officers.	65

37 Total number of commissioned law enforcement officers available for overtime enforcement. 110

38 Total number of vehicles available for enforcement. 62

39 Total number of radars/lasers. 54

40 Total number of in-car video cameras. 50

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT - 36
Sotoxa - 1

42 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
- 32nd from Central City to Prigmor
- I-44 between mile markers 0.0 to 13.4
- I-49 between FF and I-44
- MO 249 between 32nd Street and Zora
- Main Street between Zora and 50th

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted 12 months of the year with routine enforcement events planned twice per month. Primary focus will be given to statewide enforcement campaigns with additional officers assigned .

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place seven days per week with additional officers assigned for statewide campaigns.

47 Enter the time of day in which enforcement will be conducted.

The assigned times for officer enforcement may vary biased on needs or trends that we see at the time . Most of this enforcement will occur between the hours of 8am and 10pm.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

No equipment requested.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:

- Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
- Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- Other (any other information or material that supports the Objectives)

7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The agency will compare numbers from previous years of enforcement, and response to traffic crashes to identify problem areas. We will evaluate the enforcement to the data to evaluate the project success in lowering crashes.

Additionally, we will work with stakeholders to evaluate success in problem areas by lowering crashes, Improving quality of life and input to improve workable methods

ADDITIONAL FUNDING SOURCES

See attached document labeled "2022 Joplin SA Report" for the most current data.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and/or Fringe	HMV Officer Overtime and fringe. About 650 hours.	1	$40,000.00	$40,000.00	$0.00	**$40,000.00**
					$40,000.00	**$0.00**	**$40,000.00**
Training							
	Professional Development	LETSAC Conference, fuel, meals, lodging.	2	$1,000.00	$2,000.00	$0.00	**$2,000.00**
					$2,000.00	**$0.00**	**$2,000.00**
				Total Contract	**$42,000.00**	**$0.00**	**$42,000.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	2022 Joplin SA Report-Final.pdf	01/24/2024

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2024 through September 30, 2025

(Application due by March 01, 2024)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Agency:	Joplin Police Dept.	**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.	**Federal Tax ID#:**	446000196
		DUNS #:	HRWZCYY8MWJ3

City: Joplin **State:** MO **Zip:** 64801-2316 **County:** Jasper

Phone: 417-623-3131 **Fax:** 417-623-4604

Contact: Sgt. Jared Delzell **Email:** jdelzell@joplinmo.org

Jurisdiction: Rural **Jurisdiction Population:** 54,000

Targeted Population: Vulnerable Roadway Users

Project activity for which your agency is requesting funding:

Non-Motorized Safety

Project Title: Pedestrian Safety **Requested Amount:** $7,700.00

Brief Description: Pedestrian Safety Education/Enforcement

Brian Lewis
Authorizing Official

Authorizing Official Signature

Assistant Chief of Police
Authorizing Official Title

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20___ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Mayor

PROBLEM IDENTIFICATION

Walking and bicycle riding are essential modes of transportation for many Missourians. Many Missourians do not have access to a personal vehicle, are not physically capable of driving, simply decide not to drive, or delay licensure. Many of the urban areas like St. Louis, Kansas City, Springfield, and Columbia have growing pedestrian and bicyclist networks.

Motor vehicle crashes involving pedestrians and bicyclists account for 13% of Missouri's traffic fatalities and have increased by 44% since 2012. When a non-motorized user is involved in a traffic crash, the potential for injury or death is significant. For example, from 2017-2021, pedestrian involved crashes comprised just 1% of all crashes but accounted for 11.6% of all traffic fatalities and 6.1% of all serious injuries in Missouri.

From 2017-2021, pedestrian fatalities were most prevalent in urban areas (77%) and at night (73%). Pedestrian fatalities occurred at a higher rate amongst black Missourians when compared to other races, particularly in urban areas. There is also a higher frequency of pedestrian fatalities between July and December compared to other times of the year. Most pedestrians killed in Missouri traffic crashes are between the ages of 20 and 69, with ages 30-59 representing the largest portion.

Missouri is also monitoring trends in crashes involving other non-motorized road users, such as (but not limited to) electric bicycles, scooters, personal mobility assistance devices, and utility vehicles. As more people are utilizing these modes of transportation, crashes involving these vulnerable road users are also increasing.

The Joplin Police Department investigated 4,655 traffic crashes in the city limits from 2021-2023. The City of Joplin includes city streets, several State Highways, 13 miles of IS 44, and a section of IS 49 / MO 249. Within this area are multiple pedestrian friendly accesses, trails, bicycle lanes and sidewalks.

Between 2021 and 2023, The Joplin Police Department investigated 51 collisions involving a pedestrian, with 39 of those causing injury to the pedestrian and 6 fatal. Additionally, there were 14 crashes involving a pedalcycle with 9 injuries and one fatality. To show a growing concern, in the first two weeks of 2024, The Joplin Police Department has investigated two additional pedestrian fatalities where the pedestrian was struck in the roadway by a vehicle.

The City of Joplin has seen a large influx of homelessness over the past five years which contributes to some of the pedestrians being struck. Joplin also has several active lifestyle groups, running groups, and pedestrian races along and crossing our roadways. Community members have been vocal and active promoting outdoor activities and shared use spaces for these events. As a result, we have experienced collisions involving pedestrians and pedalcycles on and along our roadways. Most of these collisions involve pedestrians crossing roadways outside of crosswalks, at less than a 90 degree angle, and wearing dark clothing.

Citizen Surveys indicate that the number one concern of our populace are hazardous moving violations, including speed, improper lane use, traffic signal violations, and pedestrian violations.

The City of Joplin is incorporated in two separate counties, Jasper and Newton. According to the MSHP for the time period 2020 through 2022, Jasper County was ranked 8th in the state for overall traffic crashes, while Newton County was ranked 11th. The City of Joplin was ranked 7th in the state.

GOALS/OBJECTIVES

Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average pedestrian fatality target of 110.4 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average bicyclist fatality target of 13.6 by December 31, 2026.

We have begun an effort already in 2024 to educate and enforce these pedestrian violations that has multiple steps:

Use the E's of traffic safety, Engineering, Education, Enforcement and Evaluation.

- Establish and maintain communication with active lifestyle groups to encourage high visibility clothing and adherence to the pedestrian ordinances as it pertains to crossing roadways.

- Conduct consensual contacts with pedestrians such as walkers and runners as well as those sitting and standing near roadways and educate them of the problem and ways to keep themselves safe.

- Work with city and state engineers on problem areas and ways to increase visibility and safety .

- Take enforcement action on state law regarding pedestrian crossing and use of bicycle lanes . Also, enforce the City of Joplin's new pedestrian safety ordinance target at saving lives.

PROJECT DESCRIPTION

The Sergeant supervising the Traffic Division maintains close focus on crash trends , areas, and volume.

The Traffic Sergeant schedules numerous organized active lifestyle events such as 5K races within the city and maintains a close working relationship with those leaders. A short pedestrian education will be shared at each meeting with the leaders of those activities. The City of Joplin requires this meeting for a permit and this process has already begun.

The Joplin Police Department is conducting a community bicycle safety event this year for the first time. Officers will provide education on roadway safety at this event and involve stakeholders from law enforcement, health department, and bicycle groups to collaborate and educate.

The Sergeant will deploy overtime officers with the following direction:

- Conduct consensual contact with pedestrians using shared lanes, crosswalks and wearing dark clothing near roadways and educate them on pedestrian safety.

- Conduct pedestrian detentions of individuals committing a violation of the law and educate them or warn them about the violation.

- Conduct pedestrian detentions of individuals committing a violation of the law and take action against those who have already been warned.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
We have filled nearly all of our vacant positions, with several officers at different phases of training, We are on track to be completely filled within the next year. This will have more officers available for overtime than we have seen available in four years. The agency is in a good position to commit to the requested funds.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
2021 - Due to vacancies we had unexpended funds. 2022 - Due to vacancies we had unexpended funds. 2023 - We requested extra funds twice and expended all of them. 2024 - We used our original funds and requested / received more so far this year.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.	
18	Total number of DWI violations written by your agency.	329
19	Total number of speeding citations written by your agency.	636
20	Total number of HMV citations written by your agency.	3134
21	Total number of child safety/booster seat citations written by your agency.	19
22	Total number of safety belt citations written by your agency.	291
23	Total number of warnings issued.	13288
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	4830
25	Total number of traffic crashes resulting in a fatality.	29
26	Total number of traffic crashes resulting in a serious injury.	1066
27	Total number of speed-related traffic crashes.	277
28	Total number of speed-related traffic crashes resulting in a fatality.	11
29	Total number of speed-related traffic crashes resulting in a serious injury.	101
30	Total number of alcohol-related traffic crashes.	163
31	Total number of alcohol-related traffic crashes resulting in a fatality.	7
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	61
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	29
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	112
36	Total number of commissioned patrol and traffic officers.	65

37 Total number of commissioned law enforcement officers available for overtime enforcement. 110

38 Total number of vehicles available for enforcement. 62

39 Total number of radars/lasers. 54

40 Total number of in-car video cameras. 50

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT - 36
SoToxa 1

42 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Enforcement and education will be conducted city wide with focus being in high pedestrian areas. These areas include:

- Range Line Road corridor between Mount Hope and 44th
- Interstate 44 between the Oklahoma state line and mile marker 13.4 and surrounding area, where hitch hikers are often found in the road or on the shoulder.
- Downtown Joplin
- Major Trail crossings such as for the Frisco Trail, Mohaska Trail, McIndoe and Wild Cat trails.
- Along State highways where pedestrian injuries and fatalities are more frequent, such as 7th and 32nd streets.
- Inside the boundary between Schifferdecker and Range Line, Zora and 50th streets.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement and education will be conducted 12 months in the year due to seeing pedestrians struck by vehicles in these months. The bulk of the enforcement and education will take place from March through September when it is warmer and more pedestrians are out along the roadways.

46 Enter the days of the week in which enforcement will be conducted.

We will conduct activities seven days per week with the most activity taking place Monday through Saturday.

47 Enter the time of day in which enforcement will be conducted.

We will conduct most of our education and enforcement between the hours of 8am and 8pm, when we typically see the most pedestrian traffic.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

- Requesting funds for facebook sponsored boosts. The Joplin Police Facebook page has 58,000 followers. We would like to boost an educational post in the spring and summer to reach those that do not typically see our posts about traffic safety.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The Traffic Sergeant will review feedback from officers, event organizers and community members as well as crash data to evaluate the effectiveness of the program.

ADDITIONAL FUNDING SOURCES

Joplin SA report attached.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Educational Materials							
	Resource Materials	Funding for Facebook boosts.	2	$100.00	$200.00	$0.00	**$200.00**
					$200.00	**$0.00**	**$200.00**
Personnel							
	Overtime and/or Fringe	Enforcement and Educational Officer Overtime and Fringe. About 120 hours.	1	$7,500.00	$7,500.00	$0.00	**$7,500.00**
					$7,500.00	**$0.00**	**$7,500.00**
				Total Contract	**$7,700.00**	**$0.00**	**$7,700.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	2022 Joplin SA Report-Final.pdf	01/31/2024

COUNCIL BILL NO. 2024-607 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, DWI Enforcement, Hazardous Moving Violations Enforcement, and Pedestrian Safety Education and Enforcement in the amount of Two Hundred Twenty-Seven Thousand, Two Hundred and Fifty-Eight Dollars ($227,258.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received four grants in the amount of $227,258.00 from the Missouri Department of Transportation;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the enforcement of DWI laws as well as training and equipment to further our effort in reducing DWI crashes as well as reducing crashes involving Hazardous Moving Violations and pedestrians.

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of Two Hundred Twenty-Seven Thousand, Two Hundred and Fifty-Eight Dollars ($227,258.00), providing for the funding of 50% of the salary and fringe, and the overtime and fringe of two police officer positions, one replacement DWI fulltime unit vehicle, DWI Enforcement Overtime to include fringe benefits, HMV Enforcement Overtime to include fringe benefits, and Pedestrian Safety Education and Enforcement Overtime to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1)(3) of the Home Rule Charter of the City of Joplin, Missouri in that said Ordinance provides for the funding of certain police officers that provide public safety to the citizens in the city, so it impacts the immediate preservation of the public peace, property, health, safety or morals, and city appropriations. In addition, the application deadline for these MODOT grants is March 1, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 20 day of February 2024, by a vote of,

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-256 Approving a contract with Alvarez & Marsal to provide Professional Administrative Support Services and Technical Assistance for the ARPA Community Revitalization Program.

MEETING DATE
February 20, 2024

ORIGINATING DEPT
Planning, Development & Neighborhood Services

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

SUMMARY
This Council Bill approves a contract ("Exhibit A") with Alvarez & Marsal to provide administrative support and technical assistance in the administration of the ARPA Community Revitalization Program suite of housing projects that was approved by Resolution 2023-005.

BACKGROUND
The federal American Rescue Plan Act ("ARPA") of 2021 established a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") for the purpose of responding to the impact of COVID-19 and the affects felt within communities, residents, and businesses across the nation. The funding aims to provide local governments with the resources to respond to the public health emergency and its economic impacts within four allowable use categories.

The Department of Treasury awarded the State of Missouri a $2.5 billion share of federal funding after which time the Missouri General Assembly appropriated $100 million of the State Fiscal Recovery Fund to the Missouri Department of Economic Development ("DED") for community development and revitalization. The DED then established the ARPA Community Revitalization Grant Program, a competitive program that requires a 50% funding match. The City of Joplin applied to and was awarded $3.5 million with the $3.5 million match provided through the City's local ARPA award.

The Seven Million funding stream will supply three housing projects that will advance neighborhood revitalization in three distinct ways. The $3 million Joplin Homeowner's Assistance Program will offer up to $40,000 in down payment and closing cost assistance; the $2 million Joplin Home Repair Program will offer up to $25,000 for home repairs; and finally the $2 million Demolition Program that will offer up to $10,000 to offset the costs of demolition for vacant properties that have been deemed dangerous.

BID PROCESS SUMMARY

The Planning, Development, and Neighborhood Services department issued Request for Proposal #2023-RFP-12 ("Exhibit B") for Services related to the administration of the ARPA Community Revitalization Program. Despite documented outreach to solicit responses from disadvantaged businesses across several categories, a total of two organizations responded as evidenced in the bid tabulation ("Exhibit C").

Both organizations were invited to interview with the proposal evaluation team comprised of two staff members from Planning, Development and Neighborhood Services, one from the Building Division, one Project Coordinator, and one Finance Department member.

The interview team independently evaluated each organization's response to questions broadly categorized as: resource allocation, compliance, project timelines, and value add. The team graded each respondent and the average score identified Alvarez & Marsal as the winning firm, as documented in the Interview tabulation ("Exhibit F").

EXHIBITS

"Exhibit A" - Alvarez & Marsal Contract; "Exhibit B" - Request for Proposals;
"Exhibit C" – Bid tabulation; "Exhibit D" - Alvarez & Marsal Proposal;
"Exhibit E" – Guidehouse Proposal; "Exhibit F" – Interview tabulation

FUNDING SOURCE

$100,000 (One Hundred Thousand) ARPA, with the balance coming from Use Tax funds.

RECOMMENDATION

Staff recommends approval of this council bill for Professional Administrative Support Services with Alvarez & Marsal on a first reading.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Finance Department
602 South Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT
Alvarez and Marsal Infrastructure and Capital Projects LLC
655 15th Street, NW Suite 600,
Washington, D.C. 20005

AGREEMENT

THIS AGREEMENT, made and entered into this _____day of _____, 2024, 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 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2023-RFP-12 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated October 20, 2023 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best value Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A;

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

1. **Term:** All work tasks under this Agreement shall be completed no later than July 31, 2026, unless specifically agreed to in writing by the City and Consultant..

2. **Services:** The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice. The services provided by the Consultant (the Services") hereunder may include advice and recommendations, but A&M will not make any decisions on behalf of Client in connection the implementation of such advice and recommendations. The Client represents and warrants that it has the power and authority to execute this agreement on behalf of, and to bind, itself and its related entities.

   A. Introduction of Services: The Consultant has provided a proposal dated October 20, 2023 (Exhibit B), which outlines a range of services that the Consultant is capable of providing to the City. This proposal is intended to serve as a list of potential consulting activities from which the City may select based on its evolving needs and priorities. The City acknowledges that the actual scope of services to be provided by the Consultant will be determined on an as-needed basis, according to the City's direction and within the constraints of the City's budget and timeline. The scope outlined in the proposal shall not be construed as a binding obligation on the Consultant to perform all services listed but rather as a flexible framework from which specific tasks may be selected.
   B. Modification of Scope: The parties may agree to add to the Consultant Services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and

changes shall be in written form (a “Change Order”) and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Payment:** The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B 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 Consultant.

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

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

6. **Personnel/Sub-contractor:** The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant or sub-contractors of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant'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. Services performed hereunder by A&M's subcontractors shall be invoiced as professional fees on the same basis as Services performed by A&M's personnel, unless otherwise agreed.

7. **Termination:** Either party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other party. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by A&M under this contract shall at the option of the Client become its property; provided that any work-in-progress shall be provided on an as-is basis, without warranty or indemnity of any kind.

8. **Assignment:** Neither party shall 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 other party thereto. Provided, however, that claims for money due or to become due to the Consultant 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, in each case 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. **Confidentiality of Documents:** a) All Services and Deliverables shall be solely for Client's benefit and are not intended to be relied upon by any person or entity other than Client. Client shall not disclose the Services or Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity except (i) as specifically set forth in the Agreement, or (ii) to Client's contractors solely for the purpose of their providing services to Client relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence, or (iii) as otherwise required by law. The parties recognize and agree that the Client, City of Joplin, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). Client, however, may create its own materials based on the content of such Services and Deliverables and use and disclose such Client-created materials for external purposes, provided that, Client does not in any way, expressly or by implication, attribute such materials to A&M or its subcontractors.

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 Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant 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 Consultant 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. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the party's intention that the Consultant will be an Independent Consultant 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. **City Benefits:** The Consultant 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.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant 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.

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. **Conflict of Interest:** Consultant 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 Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Subcontracts:** In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in section 18 hereof and in like

amounts. Consultant shall require 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.

18. **Insurance:** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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 hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to always maintain the required insurance coverage during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

    The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty-five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801

    All policies except for the professional liability policy shall include 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, 2022, 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. Such coverage shall apply to bodily injury and property damage on an “Occurrence Form Basis” with limits of at least Two Million Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, 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 Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

19. **Liability and Indemnity :**
    a. Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this contract or the Services ("Claims") for an aggregate amount exceeding one times the contract fees, except to the extent resulting from the recklessness, bad faith, or intentional misconduct of A&M or its subcontractors, in which case the aforementioned limit of liability shall not apply. Except for claims subject to indemnification hereunder in no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement. In circumstances where any limitation on damages or indemnification provision

hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of each party bears to all other conduct giving rise to such Claim.

b. A&M shall indemnify, defend and hold harmless Client and its personnel from all Claims attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of A&M while engaged in the performance of the Services. A&M shall indemnify, defend, and hold harmless Client and its personnel from all Claims attributable to the claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery and known to A&M or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by A&M or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by A&M, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by A&M. If Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, A&M, at its option and expense, shall have the right to (x) procure for Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by A&M, the replacement or modified Deliverable is capable of performing substantially the same function. In the event A&M cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, A&M may require Client to cease use of such Deliverable and refund the professional fees paid to A&M with respect to the Services giving rise to such Deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of A&M, relating to a claim that any of A&M's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

c. Client shall indemnify and hold harmless A&M, its subsidiaries and subcontractors, and their respective personnel from all Claims attributable to the claims of third parties solely for bodily injury, death, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligence or intentional misconduct of Client while A&M is engaged in the performance of the Services.

d. As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

20. **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.

21. **Jurisdiction.** This contract, including attachments and all matters relating to the Services shall be governed by, and construed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or the U.S. District Court, Western District of Missouri.

22. **Miscellaneous:**
    a. Substantial and meaningful involvement of management of the City is critical to the success of this engagement. The City will be responsible for ensuring that the identified City personnel

actively participate in both the planning and execution of the Services. A&M agrees to be responsible for providing management oversight of its performance under this contract.

b. The City is, and will continue to be, solely responsible for establishing and maintaining effective internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.

c. Consultant will not be responsible for the accuracy or completeness of any data made available to Consultant through any third-party tool, database, or software application. The City further acknowledges and agrees that Consultant will have no responsibility for evaluating the functionality of such third-party tool, database, or software application, nor for any results obtained by Consultant through the use of such third-party tool, database, or software application.

d. This is a services engagement. Except as specifically provided herein, A&M DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

23. **Client Responsibilities:** Each party shall cooperate with the other in the performance of the Services. Client will provide A&M with reasonable facilities and timely access to data, information, and personnel of Client. With respect to the data and information provided by Client to A&M or its subcontractors for the performance of the Services, Client shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. Client shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to A&M for purposes of the performance of the Services; (c) making all management decisions, performing all management functions, and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) accepting responsibility for the results of the Services; (g) establishing and maintaining internal controls, including monitoring ongoing activities; (h) timely decision making and funding of the contract.

24. **Force Majeure:** Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

25. **Limitation on Actions:** Any action or cause of action brought under this contract must be brought within the timeframe permitted by the applicable statute of limitations, but in no event more than seven (7) years from the date the cause of action accrued.

26. **Independent Agent:** Each party hereto is independent of each other and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

27. **Survival and Interpretation:** All provisions that are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of such performance. No affiliated or related entity of A&M, or such entity's personnel, shall have any liability hereunder to Client and Client will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this contract. Each of the provisions of these terms shall fully apply of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation."

28. **Waiver of Jury Trial:** THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITIED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS CONTRACT OR THE SERVICES.

29. **Non-exclusivity:** A&M may (a) provide any services to any person or entity, and (b) develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that A&M complies with its obligations of confidentiality set forth hereunder.

30. **Non-solicitation:** During the term of the contract and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party during such engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

31. **Records and Audits:** The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

32. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. 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 seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander
Director of Planning, Development and
Neighborhood Services

CONSULTANT

_____
Company Name

By: _____
Riz Shah, Managing Director

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit B

COMMUNITY REVITALIZATION PROGRAM FUNDED BY THE AMERICAN RESCUE PLAN ACT (ARPA)

Request for Proposals
for
Administrative Services of the Community Revitalization Program

Request for Proposal #2023-RFP-12

Issued on: September 26th, 2023

Proposal Responses Due: October 20, 2023

City of Joplin – City Hall

Attention: Holly Stone, Project Coordinator

Planning, Development, and Neighborhood Services

hstone@joplinmo.org

602 S Main Street, Joplin, MO 64801

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Section I
Executive Summary

Invitation
Written proposals subject to the conditions herein stated and attached hereto, will be received at:

602 S. Main, Joplin, MO 64801, 4th Floor

October 20th, 2023 by 2:00 p.m. Central Time

For providing the services as described below for the City of Joplin (The City).

Background
The federal American Rescue Plan Act ("ARPA") of 2021 established a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") for the purpose of responding to the impact of COVID-19 and the affects felt within communities, residents, and businesses across the nation. The funding aims to provide governments with the resources to respond to the public health emergency and its economic impacts within four allowable use categories.

The Department of Treasury awarded the State of Missouri a $2.5 billion share of the federal funding and the Missouri General Assembly appropriated $100 million of the State Fiscal Recovery Funds to the Missouri Department of Economic Development ("DED") for community development and revitalization. The DED then established a competitive program entitled Missouri ARPA Community Revitalization Grant Program. The City of Joplin applied to and was awarded $3.5 million with a 50% funding match requirement for allowable activities. The $3.5 million local match is provided through the City's local ARPA award.

The City of Joplin will expend funds under the "negative economic impacts" allowable use category. This permits a response to the negative economic impacts caused or made worse by COVID-19 as codified in Title VI of the Social Security Act. Funding will be divided between three projects as related to housing and community revitalization.

Grant Projects
Our projects will invest in community economic recovery in the wake of COVID-19. The grant award allocates the $7,000,000 funding to three projects for neighborhood improvements, a goal that was identified by citizens, championed by City Administration, and supported by the members of City Council.

Most importantly, the projects selected to improve Joplin's neighborhoods will achieve the required use of ARPA funding and serve disproportionately impacted and impacted households and communities by facilitating home purchases, repairing and restoring affordable housing, and removing vacant, dilapidated residential units to make way for new affordable housing opportunities.

The grant was awarded to accomplish three projects under the community revitalization program as follows:

Home Down Payment and Closing Cost Assistance ($3,000,000)
The City seeks to further its long-term goal of increasing economic opportunity to qualified beneficiaries by using these funds to facilitate the path to homeownership. The Joplin Homeowner Assistance Program II will be a new iteration of a previously successful program

that provided assistance to citizens in the wake of the 2011 tornado funded by federal CDBG-DR dollars.

The original program will serve as the template for this program's project documentation, procedures, and policies revised to meet the grant award as well as DED and ARPA rules and regulations.

- This project will provide zero-interest, forgivable loans to be used for down payment and closing cost assistance to impacted and disproportionately impacted beneficiaries within the City of Joplin
- The City seeks to assist 75+ households at a cap of $40,000 per beneficiary and no more than 20% of the purchase price
- Beneficiary will be based on Income Based eligibility: Applicant's household income must be at or below 300% of Federal Poverty Guidelines based on the size of household

Home Rehabilitation and Repairs ($2,000,000)

To further the goal of recovering from the economic harms caused by COVID-19 coupled with the need to preserve existing affordable housing, the City will provide funding to eligible beneficiaries for needed exterior home improvements. The City plans to enter into a contract with Community Housing Development Organization(s) (CHDOs) and other potential housing non-profit agencies to make the home repairs.

This project is also a second iteration of a previously successful program financed with CDBG-DR funds entitled Joplin Homeowner Repair Program ("JHRP").

- This project will provide assistance to qualified beneficiaries within four Qualified Census Tracts 101, 106, 108 and 110 within the City of Joplin to make minor exterior repairs such as roof replacement, siding replacement, window replacement, porch repairs, HVAC upgrades, and sidewalk repairs.
- The City seeks to assist 80+ households at a cap of $25,000 per beneficiary.

Demolition for Residential Home Construction ($2,000,000)

The final project will assist in the goal to improve Joplin neighborhoods, reduce crime, and create an opportunity for new affordable housing units. The allocation funds the demolition of abandoned, blighted, or dilapidated vacant residential housing units within four Qualified Census Tracts 101, 106, 108 and 110. This project will utilize the City's existing process of the demolition of dangerous structures.

- The City seeks to address 200+ abandoned and dilapidated properties.

Purpose

The purpose of this RFP is to select a firm that will be a partner in administering the Community Revitalization Program. The City of Joplin is hereby requesting written proposals to provide the day-to-day administrative services for the approved projects described above. The City is looking for grant administration support through the program expenditure deadline of September 30, 2026, or until the funds are expended, whichever occurs first.

Firms must be collaborative and willing to take direction from City staff. The winning firm will work closely with the City to ensure full compliance with required regulations pursuant to DED and ARPA SLFRF regulations. For more information on evaluation criteria, please refer to section four, Evaluation.

Bidding firms must have a thorough understanding of Federal Housing Programs specific to ARPA programs, with additional experience preferred in the Department of Housing and Urban Development ("HUD") compliance and other regulations, as well as all cross-cutting regulations required in other relatable programs, and all other external requirements for each of the program components, and other federal and state agency requirements (when, and if applicable under each program component).

The City seeks to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal.

Section II

General Instructions

Point of Contact
The City designates the following person as its representative and Point-of-Contact for this RFP:

Joplin City Hall
Holly Stone, Program Coordinator
602 S. Main Street, 4th Floor
Joplin, Missouri, 64801
hstone@joplinmo.org

Respondents shall restrict all contact with the City and direct all questions in writing regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Timeline of Proposal (Anticipated, but is subject to change)

RFP Released by the City	September 26th, 2023
Deadline for Final Questions	October 6th, 2023
City Responses to Submitted Questions	October 10th, 2023
Proposal Submission Deadline	October 20th, 2023 by 2:00pm (CST)
Interviews as needed	October 26 – 27, 2023
Contract Finalization	Week of October 30th, 2023
Council Meeting to Award Contract	November 20, 2023

Brevity
Qualifications shall be prepared simply, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Excessive information will not be considered favorably.

Addenda and Revisions
All questions and inquiries must be submitted to the City Point of Contact, Holly Stone at hstone@joplinmo.org by October 6th, 2023.

Questions should be asked in consecutive order following the organization of the RFP. Each question should begin by referencing the RFP page number, section title, and question number (if applicable) to which it relates.

One comprehensive response to all submitted questions will be publicly released as an addendum to the RFP and distributed to firms that submitted questions, inquiries, or clarifications.

All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate the addenda in its Responses.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing its Responses.

Any additional information, including addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left-hand column under Bids/Projects. Respondents may check the website regularly, sign up to receive notifications, or reach out to the point of contact and request to be added to the addenda distribution list.

Submission Requirements

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions. Incomplete qualifications will be considered non-responsive and subject to rejection. It is not necessary to repeat the question or statement in the Responses; however, it is essential to reference the page number and question number.

The Respondent shall submit:

1. One (1) original with (6) identical copies of the Response in print
   a. Response shall be a maximum of forty (40) printed pages
   b. The cover, table of contents, divider sheets, resume/CVs, and Submission Form do not count as printed pages
   c. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted below;
   d. The package must clearly identify the submittal deadline and that the response is for the **Administrative Services of the Community Revitalization Program, RFP #2023-RFP-12**
   e. No 3-ring binders please
2. One (1) PDF copy provided on USB drive
3. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM"
4. No electronic submissions will be accepted

Hand delivered packets must be submitted to:

Joplin City Hall Planning, Development, and Neighborhood Services
4th Floor
602 S. Main Street
Joplin, MO 64801
8:00am-5:00pm Monday – Friday

Packets delivered by post must be addressed to:

City of Joplin
Attn: Holly Stone, Program Coordinator
Planning, Development & Neighborhood Services
602 S. Main Street, 4th Floor
Joplin, MO 64801

Deadline for Submission of Interest
The Respondent will submit its Responses at the location above by the time described below:

2:00 PM Friday
October 20th, 2023

RFPs received after this time and date will not be considered.

Properly submitted Reponses by the Respondents will not be returned. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

Section III
Project Scope

General Statement
The City of Joplin requests proposals from qualified organizations for administrative services of the Community Revitalization Program. The firm shall work with the City of Joplin to administer the projects of the Community Revitalization Program listed within the executive summary.

The City expects the winning respondent to work on-site for key implementation duties as selected projects require frequent interactions with beneficiaries.

The outline below is inclusive but not necessarily an exhaustive list of required activities; some elements of the sections below have been initiated and coordination will be key.

The City reserves the right to seek clarification on any or all proposal submittals.

Scope of Services

Program Design
- Review the City of Joplin's project formulation.
- Review and revise program management document templates, as needed.

Program Administration
- Portfolio Management processes and tools for organizing and managing programs and project files.
- Work directly with assigned staff tasked to manage program operations for ARPA Community Revitalization projects.
- Assist assigned staff in developing a community outreach and communication plan, ensuring information reaches those who are disproportionately impacted and impacted individuals/households.
- Deliverables
    - Day-to-Day Administration of the Down Payment Assistance Project
    - Oversight of the CHDO for the Home Repair and Rehabilitation Project
    - Oversight of the Demolition Project
- Applicant Processing
    - Assist the City in evaluating the income eligibility of prospective beneficiaries for the Downpayment Assistance Project, including but not limited to the following tasks:
        - Application intake and assistance
        - Documentation verification and review
        - Support document retention
        - Provide administrative support with applicant appeal process and issue tracking
        - Assist with communicating the applicant's status

Timeliness
- Ensure the program funds are spent by the September 30, 2026 deadline set by DED.

Compliance/Reporting
- Assist with required information for quarterly reporting to State and Federal granting agencies.

Meetings
- Attend meetings in conjunction with and/or on behalf of the City of Joplin.

    - Kick-off, project status, program status, applicant intake, stakeholder

Monitoring

- Internal Controls
    - Provide support to the City in ensuring effective internal monitoring system is in place.
- Risk Management
- Issue Management

Coordination

- Coordinate grant and project compliance, if necessary.
- Coordinate Home Repair Project with CHDO.

Technical Assistance

- Coordinate any technical assistance with DED or SLFRF, as needed.

Closeout / Audit Preparation

- Provide all documentation required for any program closeout.

Other support related to the Community Revitalization Program as required by the City.

Section IV

Evaluation

Qualifications of Respondents

For consideration, proposals must contain evidence of experience and abilities in the specified area and other disciplines directly related to the proposed services included elsewhere in this solicitation.

Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the administration of the Community Revitalization Program.

The Respondent may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, programmatic understanding, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Respondent may also be required to give a past complete history and additional references in order to satisfy the City in regard to the Respondent's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose in a timely manner.

The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Scoring of Proposals

Scoring will emphasize management, organization, availability of key staff, skill, financial, and other necessary resources to perform the work or provide the services required in timely manner.

Company Profile: (10 Points)

Respondents must provide a listing of all personnel who will be assigned to this project. If the Respondent will need to hire additional staff to satisfy this engagement, please briefly elaborate with a tentative plan of action.

Please include an explanation of each person's area of responsibility, years of related experience, geographic location, tentative onsite presence quantified by percentage, and the resume or CV for each professional assigned to this project. Please attach an organizational chart to include any associated decision-makers that will or may have a role in the proposal or project management process.

Commencement: (10 Points)

Scoring will emphasize the ability to commence services, with a thorough understanding or familiarity of related regulations, promptly or within the time specified. Responders must have sufficient and qualified staff immediately available to contract solicitations with the ability to enter into and manage any components targeted by the RFP.

Experience: (20 Points)

Respondent must provide three (3) examples of directly relatable experience corresponding to

the services requested by the City. Please include the name, title, address, telephone number, and email for each client contact. Examples proving the ability to coordinate multiple projects should be included and will be considered in the scoring. Scoring will also emphasize the firm's experience and results related to governmental audits, review, and monitoring.

Approach Strategy: (20 Points)

Scoring will emphasize the project approach, proven implementation, and/or management strategies by the team of ARPA projects, as well as State of Missouri DED Community Revitalization Programs.

References: (15 Points)

Scoring will emphasize quality of references as well as the quality of performance of previous contracts or services.

Cost Proposal: (25 Points)

Please provide a cost proposal to accomplish the scope of work with a not to exceed annual cost. Respondents shall also provide hourly information by title/function assigned to the project as shown below.

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
			Grand Total	

Additional Considerations

Please explain the local presence that your firm will have in the community. It will be paramount to have firm expertise available for staff.

Remote work is acceptable in certain situations, please describe your asynchronous methods of communication between remote and on-site staff.

Respondents may also suggest technical or procedural innovations, alternate approaches, unique strengths, or novel concepts that have been successfully used on other engagements that may allow the City to provide beneficiaries with a higher degree of service.

Please describe your organization's commitment to diversity and inclusion.

Selection

The evaluation of the Responses shall be based on the requirements described in this RFP. A selection committee made up of qualified City staff shall review, evaluate, and rank all properly submitted responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

The City will reserve the right to include an interview with the Respondent if the City deems it necessary to aid in the ranking process. If needed, the City will contact those Respondents with the top ranked proposals, and each will be **required** to meet with the selection team where the proposals will be reviewed in depth.

After the selection process, the Selection Committee will contact the Respondent that best meets the City's needs and finalize a contract to present to City Council for approval. Final authority of the selection ultimately lies with the Joplin City Council and is subject to opposition of the recommendation from the selection committee.

Section V

General Information and Requirements

Minimum Effective Period of Proposal

All proposals are required to remain in effect for at least 60 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE

Please state how your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract

The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin, and/or their agents.

No Lobbying

Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, and others who may be engaged in the process or grant program.

Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

City's Reservation of Rights

The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology

By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs

The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Award and Disbursements of Funds
The City has approved the Joplin ARPA Community Revitalization Program which is available on the City of Joplin website at https://www.joplinmo.org/932/Housing-Neighborhood.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option. Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

Debarment
By submitting a proposal, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government. Respondents must be registered at SAM.GOV to be eligible.

Stylistic Considerations
The City's official font is Tahoma. The official color palette is RGB: Regal Blue 18 58 84, Blue Lagoon 0 91 130, Storm Dust 95 95 93, Wasabi, 131 162 38, Buttered Rum 209 177 14, Rust 191 80 11.

Rejection
The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the waive any formalities or minor technical inconsistencies or delete any item/requirements from this RFP when deemed to be in City's best interest.

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2023-RFP-12

Company

_____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any

competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ____day of

_____.

BY:

Signature Date:_____

Name (Printed):

_____

Title: _____

Signature:

_____

Community Revitalization Program
#2023-RFP-12

Addendum

Question	Response
For the JHAP 2.0 – will the city be involved in the loan process or will just need to coordinate with the applicant, title company and bank for the closing?	The city will coordinate with the applicant. Potential beneficiaries will be responsible for securing financing through a lender and scheduling the real estate closing.
Will there be coordination with specific banks or this is at the discretion of the applicants?	They will not be limited to any particular financial institution.
Can you describe what coordination with the CHDO will entail as it relates to Home Repair?	We will engage in oversight and monitoring which will include regular bi-weekly or monthly meetings to ensure an appropriate level of progress and additional meetings on an as-needed basis.
Can you please narrate what their responsibilities will be and what will be the responsibilities of the contracted firm?	The CHDO will administer the daily duties of the program while the contracted firm will work with the city to provide general oversight, monitoring, and technical assistance.
Who will be responsible for procurement etc?	The CHDO will take on all project administration tasks, including, following the city's procurement requirements.
For the demolition oversight what will the responsibilities be for this program?	Regulatory oversight, technical assistance, correspondence with potential beneficiaries, and meetings on, at least, a bi-weekly and monthly basis.
What meetings should the team plan for outside of City Council and DED meetings?	The winning firm will need to have a presence at regularly scheduled bi-weekly and monthly meetings between the future subrecipient for the home repair program, regular meetings with applicants to our Housing Assistance program, and bi-weekly and monthly meetings related to the Demolition program.

Confirming that the team should submit an annual cost for 2024, 2025 and 2026 (assuming an end date of 9/30/2026) with an assumption that minimal costs will be required for Nov/Dec 2023	Yes
Would you consider remote staff support for this project to provide administrative services for the Community Revitalization Program?	Our Housing Assistance Program will require regular, on-site review of documents containing Personally Identifiable Information and one-on-one meetings with potential beneficiaries.
Document requested: Plan holder's list	A plan holder's list is not available for this RFP. The information is available without the requirement to submit information before viewing the RFP.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2023-RFP-12 BID ITEM DESCRIPTION: ARPA Administrative Services

BID OPENING DEADLINE: 10/20/2023 2:00pm CT DEPARTMENT: Planning, Development, & Neighborhood Services

REQUISITION NUMBER: DATE & TIME OPENED: 10/23/2023 9:45am

OPENED BY: Holly Stone WITNESSED BY: Vicky Copeland

VENDOR NAME	DATE RECEIVED	BID #	PROJECT #	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
Guidehouse	10/20/23	2023-RFP-12		N	$945,000.00
A & M	10/20/23	2023-RFP-12		N	$533,610.00

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

EXHIBIT C

EXHIBIT D

REQUEST FOR PROPOSAL:

ADMINISTRATIVE SERVICES OF THE COMMUNITY REVITALIZATION PROGRAM

Date of Submission:
October 20th, 2023

City of Joplin
602 South Main Street
ATTN: Holly Stone, Project Coordinator
Joplin, MO 64801

Submitted by:

Alvarez & Marsal
Infrastructure & Capital Projects
655 15th Street, NW Suite 600
Washington, DC 20005

Riz Shah
Managing Director
E-mail: riz.shah@alvarezandmarsal.com
(202) 412-5066

Rob Reid
Senior Director
E-mail: rreid@alvarezandmarsal.com
(770) 490-9931

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

October 20th, 2023

City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Ms. Stone,

The City of Joplin (the City) has the important task of identifying the most qualified team to provide grant administration and program management services in supporting the City's Community Revitalization Program. As your current provider for the City's broadband planning project, as well as prior experience developing and implementing the City's CDBG-DR program which included the JHAP and JHRP Round #1 workstream, our Alveraz & Marsal (A&M) Team is able to offer what no other professional services organization can – the significant institutional knowledge that comes from serving you on a daily basis, backed by the resources of an organization with the relevant qualifications and requisite local experience to exceed your expectations. The advantages of engaging A&M and its team again are numerous:

- **Advisors in navigating ARPA funding, other federal and state programs, government agencies and regulations** – A&M and our team has extensive experience advising cities, counties and states in planning and implementing ARPA-funded programs, and possess a deep understanding of the regulatory environment as it relates to federal grant funding, particularly supporting housing programs.
- **Ability to accelerate planning and implementation timeframes** – We bring first-hand knowledge of the significant challenges and leading practices related to delivering successful housing programs, including leveraging the previous work of many of our team members on JHAP and JHRP to gain maximum planning and implementation benefits for the City of Joplin.
- **Established experience and knowledge with internal and external stakeholders** – A key differentiator for our team is the deep relationships that we have established with the City of Joplin and its key stakeholders dating back to shortly after the 2011 disaster and that continues through to the present today.
- **A familiar team you know and trust** –We are excited to offer a team of experts who has significant experience serving the City of Joplin in various capacities and initiatives and who deeply understands the City and its programs, dynamics, stakeholders, and "ways of working". Further, team members from Nan McKay & Associates and other local resources who supported the JHAP #1 and JHRP #1 workstreams, will join the Team to support this important engagement.
- **Dedicated on-the-ground support** –Should A&M be selected as your advisor for this engagement, we are committed to leveraging experienced, local specialists and staff in Joplin and will seamlessly deliver services through a combination of in-person and remote work.
- **Advanced tools and technology** – Our team has developed a robust and comprehensive approach to support execution of housing projects, incorporating Geographic Information System (GIS) technology and portfolio management and scheduling software to achieve optimal execution of planning and implementation milestones for each engagement workstream.

As you know from working with members of this team for over the past 10+ years, we are your partners in advancing the City's socio-economic goals to improve your community. We strive to consistently exceed your requirements and help you achieve your goals as effectively as

possible, providing our experienced advice on vital compliance requirements, and to remain responsive and always accessible. Our team shares great pride with the City with the past success of JHAP #1, and look forward to delivering a successful JHAP #2, as well as the Home Rehabilitation & Repair Program and the Demolition for Residential Home Construction Program. We are excited to serve the City in this new and exciting engagement, leveraging the three projects and community partners to achieve positive, impactful housing results for the community. We have previously demonstrated that our team will work within the time period requested, to support the City with knowledge transfer of industry leading practices and remain focused on supporting the City achieve its overall objectives.

You have my personal commitment that we will continue to work hard to provide the City of Joplin with service of exceptional quality and value. Please feel free to contact me directly with any questions at riz.shah@alavarezandmarsal.com or (+1 202 213 2459). We look forward to hearing from you at your convenience.

Sincerely,



Riz Shah
Managing Director

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EXECUTIVE SUMMARY

The A&M Team confidently understands the City of Joplin's goal to invest in community economic recovery to improve neighborhoods and support disproportionately impacted households in the wake of COVID-19, as well as address long-term socio-economic issues, through the Community Revitalization Program. With over a decade of successful partnership and history, the A&M Team is uniquely positioned to support the City in establishing the Program, administering ARPA funds, and continuing to transform the community to achieve its goals.

Beginning six weeks following the devastating 2011 EF-5 tornado, at the request of FEMA, members of the A&M Team provided services to assist the City in its early stages of the long-term recovery process. Then in early 2013, our team members officially began a partnership with the City to support disaster recovery planning and implementation services to support economic development including the development of JHAP, JHRP, the comprehensive Capital Plan, and then the Smarter Joplin Roadmap and broadband deployment. We are excited by the prospect of continuing our longstanding partnership with the City for the administration of Community Revitalization Program: three projects that will facilitate home purchases, repair and restore affordable housing, and remove vacant, dilapidated residential units to make way for new affordable housing opportunities.

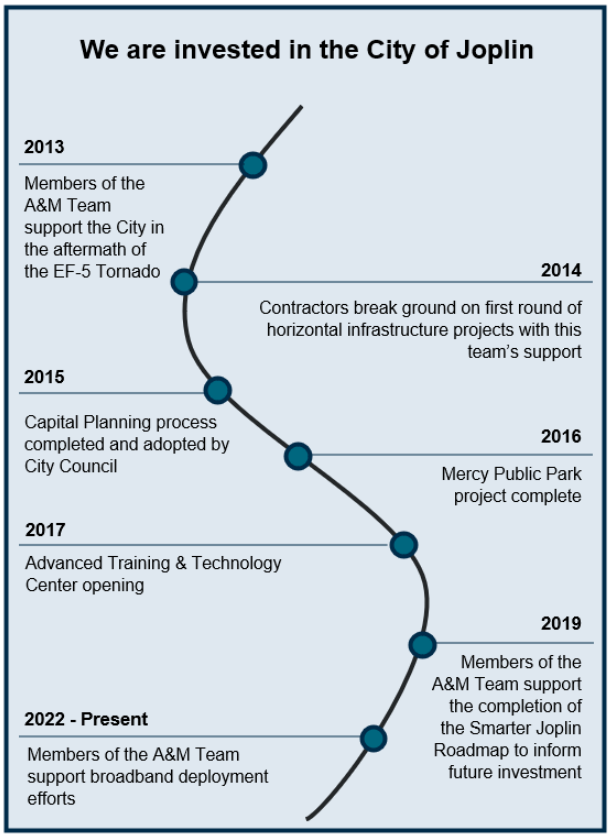


Figure 1: Sample Joplin Experience

Upon the review of this proposal, you will note that we are bringing together many of original core team that designed and implemented the City's JHAP and JHRP programs in 2013-2014. Since then, given our continued service to Joplin as well as other municipalities and counties across the U.S., we provide the right experts at the right time to manage the complexities of ARPA (American Rescue Plan Act), SLFRF (State and Local Fiscal Recovery Fund), DED (Missouri Department of Economic Development) and other federal and state regulations and funds in a compliant manner, working to administer the program closely with the City. Our seasoned professionals have worked together previously and supported the City of Joplin and many other communities across the U.S. in grant management programs. A&M team members have performed planning, program management, reimbursement, advance, appeal, monitoring/compliance, and closeout services for federal recovery programs, most recently with over thirty (30) state and local governments in the aftermath of recent disasters and crises. We are prepared to bring our record, experience, and innovative approaches to support the City of Joplin in successfully delivering the Community Revitalization Program.

Our team has direct familiarity with the previous JHAP initiative undertaken by the City, from its development in early-mid 2013 to the aggressive marketing/outreach efforts to promote the program and the associated training workshops for stakeholders, to the 'soft-start' in September of that year; including the key components that laid the foundation of the Program's success. Our deep knowledge of the City and the lifecycle process undertaken for JHAP enables us to provide direct insight into the tools, templates and processes that heralded such program success. As a team, we bring forward our lessons learned in addition to proposed novel initiatives to ensure that the Community Revitalization Program achieves the City's objectives and to support disproportionately neighborhoods of Joplin, including many impacted households in the wake of COVID-19 and the current economic inflation cycle.

In the sections that follow, we present detailed information about the A&M Team and our experienced professionals, our innovative approach, and the differentiators which we believe uniquely qualify us to be the City's trusted partner in administering the Community Revitalization Program.

1.0 COMPANY PROFILE

In 1983, Tony Alvarez II and Bryan Marsal founded A&M to provide radically different advice and hands-on support geared toward organizations facing mission-critical operational and financial hurdles—situations demanding leadership, action, clarity, objectivity, and results. They combined their skills and experience in public accounting and financial crisis environments and paved the way for a new specialty area: turnaround management, crisis management, and performance improvement for companies and governments for the benefit of their stakeholders and constituencies.

A&M is focused on the performance improvement of our government clients and delivers five key services through a pragmatic and forward-looking approach. We help our clients:

- Tackle industry-specific challenges
- Manage stakeholder expectations
- Drive financial innovation
- Strengthen service delivery
- Improve internal operations & transparency
- Execute fiduciary services over grants and other federal funds

A&M is a Bronze Partner in good standing of the National Governor's Association (NGA) Partner Program since its inception. The NGA Partner Program provides unique opportunities for companies to demonstrate their commitment to governors and to support innovative leaders solve the challenges facing governments.

A&M's Core Principles

> *"[A&M's progress] was extraordinary. I've never seen anything like it."* – **Kate Brown,** Governor of Oregon

A&M believes in the power of diverse teaming to solve complex problems, create value, and drive change and we decide to deliver projects who meet these same criteria. Our practice group humbly wants to help change the world. We see our professionals' differences as strengths and are committed to fostering a culture of inclusion guided by A&M's Core Values of Integrity, Quality, Objectivity, Fun, Personal Reward, and Inclusive Diversity. Inclusive Diversity runs through how we recruit, develop employees, conduct business, and support our client, as demonstrated below.

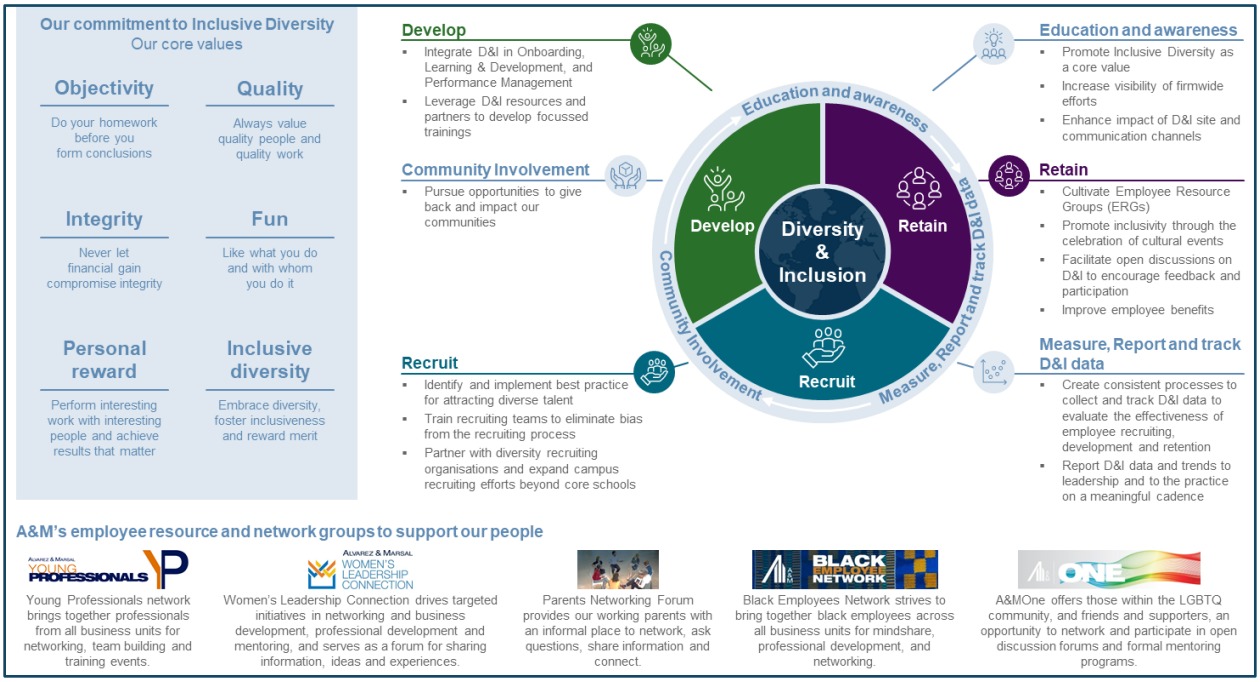


Figure 2: A&M's commitment to Inclusive Diversity

Our Team

Our ability to deliver scalable infrastructure planning and grant management to Joplin is proven through our team of skilled professionals with decades of public infrastructure planning, grants management, and technical experience both within A&M and our teaming partners. Under this charge, the A&M team has assembled itself to:

- Ensure we have **local experience** on the City's priorities and perspectives to help design the strategy and approach, always keeping the "stakeholders' lens" at the table.
- Complement A&M's experience with significant **on-the-ground presence and local expertise** to meet the needs of this program.
- Provide the City with **extensive grant management capabilities** to successfully deliver ARPA funding across the City's communities and neighborhoods.

Nan McKay (NMA) is a nationally recognized leader in community development, strengthening neighborhoods since 1980. NMA has over 600 full time and contract employees, specializing in program administration, community development strategies, and operational best practices of state and federal regulations. Our deep understanding of federal programs and grants is backed by more than four decades of practice working directly with cities, states, and localities; federal agencies, including the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of the Treasury; and public agencies nationwide. Annually, we manage $4B in federal assistance funds, conduct 500+ trainings, and perform more than 300,000 inspections throughout the country.

NMA has worked for almost two decades on grant funded projects and programs from conception to grant closeout, including but not limited to:

- American Rescue Plan Act (ARPA)

- CARES Act
- Emergency Rental Assistance (ERAP)
- Community Development Block Grant Disaster Recovery (CDBG-DR)
- Community Development Block Grants (CDBG)
- Federal Emergency Management Assistance (FEMA)

Local Expertise: Our team is pleased that several local experts will be joining us for this engagement, including Patty Heagel, Brad Baker and John Joines.

- **Patty Heagel** - Patty is a seasoned and well-respected professional with over 40 years of varied experiences in community and economic development in local governments. Patty has extensive experience supporting the development and implementation of the original JHAP and JHRP work from 2013-2016 and will serve as a Strategic Advisor for the Team.
- **John Joines** - With 25+ years serving as Economic Security Corporation's (ESC) Chief Executive Officer before his recent retirement, John was responsible for the overall management and significant growth of the Agency. During his tenure at ESC, John has developed a close and trusted relationship with the area's housing and non-profit organizations, which will greatly support the effective stakeholder engagement and project implementation for this Program.
- **Brad Baker** - Brad recently retired from U.S. Bank where he served the Joplin community for 13 years based in Joplin, MO. Brad has deep experience in delivering successful financial solutions for customers, and his excellent relationships with the area's financial and real estate sectors will help support the outreach and marketing activities for this Program's project workstreams.

In addition to our local experts, the Team will use experienced local housing-related resources to support the successful implementation of the Community Revitalization Program. This group of local experts and resources form a critical component of the team and bring firsthand knowledge of the previous JHAP and JHRP programs, and will be based in Joplin to provide the required level of on-site presence.

The A&M Team is structured in a way that we speak to the detailed technical aspects of the Community Revitalization Program, yet also have the bigger picture of grants management and integration of projects into the City's asset portfolio front-of-mind. This all is done with immense consideration given to existing strategies found in the greater Smarter Joplin Roadmap and other capital planning efforts taken on by the City to-date. We are confident that there is no better team than ours that has the capabilities, Joplin-specific and industry-leading experience, and passion for the City's community than this A&M team. It would be an honor to support Joplin in this next phase of community revitalization transformation.

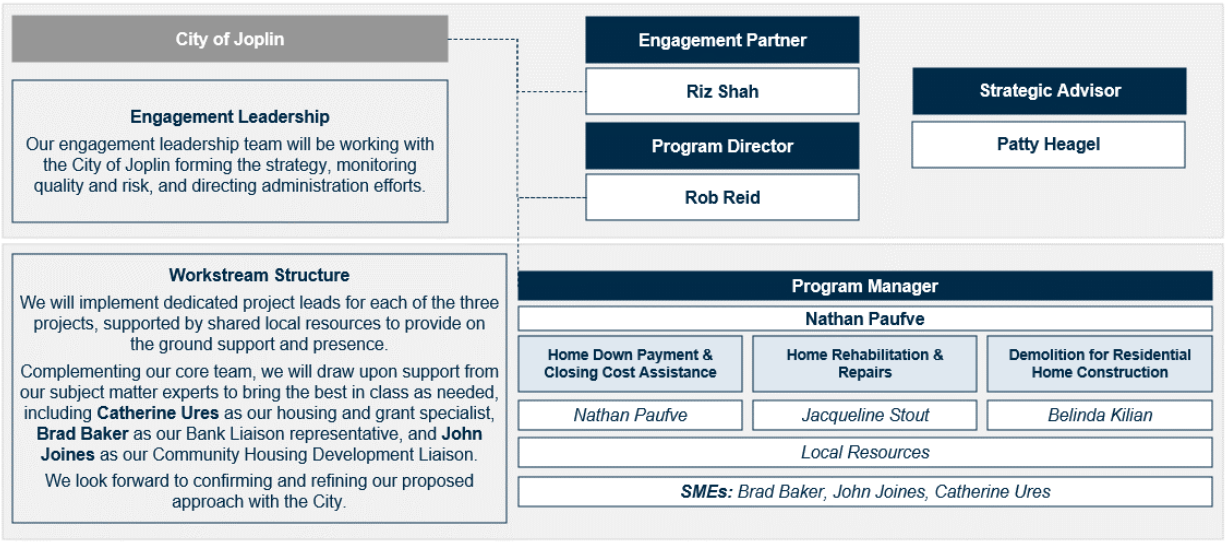


Figure 3: Proposed A&M project team

We have organized ourselves where capital planning and grants management is bolstered by using housing-related subject matter experts (SMEs) in areas that deserve specific consideration. This ensures that the City is supported through our fully integrated and experienced team of grants specialists, financial analysts, public outreach professionals, intake specialists, and more, who are prepared to seamlessly collaborate with City staff and officials.

In the table below, you will find brief bios for each of our key project team members. All the team members we propose have previously supported the City of Joplin and are highly experienced in successfully operating in dynamic environments. We trust you will find their 'always on' approach to team collaboration and developing solutions very refreshing and critical to the success of this city-wide initiative. Full resumes for engagement leadership as well as additional engagement team members are provided in the appendix.

Key Project Team Members	
Riz Shah *Engagement Partner*	For more than 20 years, Riz has been entrusted to help clients respond to unexpected crises following incredibly challenging and tragic impacts on communities and businesses. From crisis response through resilience, Riz has supported clients through the entire response and recovery lifecycle and advises clients in their immediate-, short- and long-term strategic decisions. Riz has worked with HUD CDBG-DR, FEMA PA, FHWA, FTA, EDA, and other grant programs through his support of recovery programs such as the City of Joplin, Missouri (2011 Tornado), Colorado DHSEM (2013 floods), Governor's Office of Storm Recovery New York (Hurricane Sandy), Harris County, Texas (Hurricane Harvey), Department of Economic Development, Puerto Rico (Hurricanes Maria and Irma), South Asian Earthquake Relief (2005 Earthquake), and Deutsche Bank recovery (9/11).
Rob Reid *Program Director*	With over 15 years of infrastructure experience, Rob is a Senior Director in Alvarez & Marsal's Infrastructure & Capital Projects and leads the public sector infrastructure practice. Rob has supported over 40 communities to conduct capital infrastructure planning, strategy, and implementation efforts aimed at leveraging infrastructure investments as enablers for socio-economic growth. His immense knowledge of the federal and state funding landscapes and requirements provides

	communities with critical knowledge to improve performance of projects and investments while remaining compliant with federal regulations. His knowledge of grants spans ARPA, FEMA, HUD, IIJA, IRA, FHWA and more. Rob previously supported the City of Joplin for several years and has first-hand experience with JHAP, JHRP, and other programs.
Patty Heagel *Strategic Advisor*	Patty is a seasoned and well-respected professional with over 40 years of varied experiences in community and economic development in local governments. Patty has extensive experience planning, managing, executing, and monitoring efforts in promoting overall community vitality. As part of those efforts, Patty has worked with HUD Community Block Grant (CDBG) funding including disaster recovery, HUD HOME and Emergency Shelter funding, federal and state housing initiatives, neighborhood revitalization, and citizen empowerment. Most recently, Patty has assisted in prioritizing the use of COVID-19 federal funding and EDA programs.
Catherine Ures *Housing and Grant SME*	With more than two decades of professional experience in community redevelopment, recovery, and strategic planning, Catherine Ures has the unique qualifications of having worked in a management capacity in both the public and private sectors. Her public service encompasses over a decade in California municipal government in both the affordable housing and redevelopment fields. Her time in the private sector has focused on serving federal, state, and local entities with strategic planning, urban design, grants management, disaster recovery, HUD program management, FEMA program management, federal procurement, monitoring & compliance, and training.
Nathan Paufve *Program Manager & Home Down Payment & Closing Cost Assistance Lead*	With expertise in program design and implementation, strategic planning, grants management and administration, regulatory compliance and monitoring, risk assessment and internal controls, program and project management, process improvement, workflow mapping and design, and measuring performance, Mr. Nathan Paufve specializes in working collaboratively with federal, state, and local entities to develop and implement grant funded programs that address strategic disaster recovery, resiliency, social vulnerability, housing, and economic development.
Jacqueline Stout *Home Rehabilitation and Repairs Lead*	Jacqueline Stout specializes in collaborating with clients to develop and implement improved operational processes and ensure client compliance with local, state, and federal regulations. Her primary expertise is in federal procurement and regulatory compliance, disaster recovery grants management, policy analysis and development, strategic planning, and development of program guidelines and standard operating procedures.
Belinda Kilian *Demolition for Residential Home Construction Lead*	Belinda has worked with a variety of public and private entities to support the planning, procurement, and execution of projects across real estate, water, energy, transportation, and education sectors. With her background in project management, she has experience delivering complex multi-year residential projects with a particular focus on planning, construction, risk, and budget management.
Brad Baker *Bank Liaison*	Brad recently retired from U.S. Bank where he was a Business Banker for 13 years based in Joplin, MO. Brad was actively engaged with Joplin, MO and surrounding communities for business banking needs. Brad worked in the banking community to find the best lending solutions for customers which included government supported programs such as the Economic Injury Disaster Loans (EIDL), Paycheck Protection Program (PPP) and USDA FSA farm loans.

John Joines *Community Housing Development Liaison*	With over 25 years of employment as ESC's Chief Executive Officer, John was responsible for the overall management and growth of the agency. Recently retired, he is currently assisting in special projects for Economic Security Corporation of Southwest Area (ESC), working with area not-for-profits and for-profits organizations, housing authorities, and units of local and state governments. John was honored in 2005 to been one of three Missouri citizens to have had the Official Manual, State of Missouri dedicated in our honor.
Local Resources	Our team will also leverage several local housing-related resources to support the engagement across the Community Revitalization Program. They form a critical component of the team and bring firsthand knowledge of the previous JHAP and JHRP programs, and will be based in Joplin to provide an onsite presence.

2.0 COMMENCEMENT

Our team is fully prepared to be on-the-ground on day #1 without delay or interference. Members of the A&M Team have direct experience with the previous JHAP and JHRP initiatives undertaken by the City in 2013 and 2014 and will allow an efficient and immediate commencement of services. Our team, given their experience with both programs from inception to close-out, understand both the successes and challenges experienced by each activity. We see this as a significant mitigation to the learning curve of City process and procedure enabling us to "get to work" on day #1, supporting rapid initiation of these programs. When the project is awarded, we will work quickly with the City to negotiate mutually agreeable terms will begin to plan an immediate kickoff meeting on the City's preferred date. Given our previous long-term involvement and commitment to the City of Joplin, this project is the highest priority for everyone that is presented in the proposal; we are committed to working with the City's preferred timeline to commence and execute the project.

Following commencement, the A&M Team will immediately deploy locally based resources to support the City with the design of the Community Revitalization Program and its three projects. We expect to be able to rapidly mobilize and conduct program design activities followed by outreach and marketing efforts to generate program demand.

The following factors will support A&M's rapid deployment and delivery:

- Local presence: A&M will provide a local resource on-site in Joplin, to be agreed between the City and A&M and according to the duration of the JHAP program. We anticipate the ability to complete the JHAP program over a 6 month duration, which

results in our ability to provide additional on-site presence from key team members and intake staff for dedicated applicant and City support.

- Region office: A&M has a regional office in Kansas City, Missouri where we can tap into experts across multiple industries to deliver significant impact to the City and its residents
- Industry knowledge: Our deep understanding and expertise in Joplin and its various housing programs coupled with national experience allows our team to understand what industry best practices across the nation can be achievable on Joplin's scale
- Grants management expertise: In addition to our past experience developing the JHAP and JHRP workstreams, our team has deep expertise successfully delivering ARPA and other federal grant programs

We know that the City and community are eager to see the impact of the Community Revitalization Program. We have prepared a high-level project schedule to help highlight key milestones in our proposed timeline for project delivery.

As illustrated below, we anticipate that the administration of the Home Down Payment and Closing Cost Assistance ***will be successfully completed within a 6 month period*** following official project roll-out. We have assumed 6 months of additional time to resolve remaining applications and disburse funds. This projection is based on our improved operational efficiency achieved through direct familiarity with the previous JHAP initiative and an experienced team ready to immediately deploy. The ongoing oversight and monitoring activities for the Demolition for Residential Home Construction and Home Rehabilitation and Repairs are assumed to extend to 2025 and 2026. During the kickoff meeting, we will collaborate with the City to finalize the detailed project schedule.

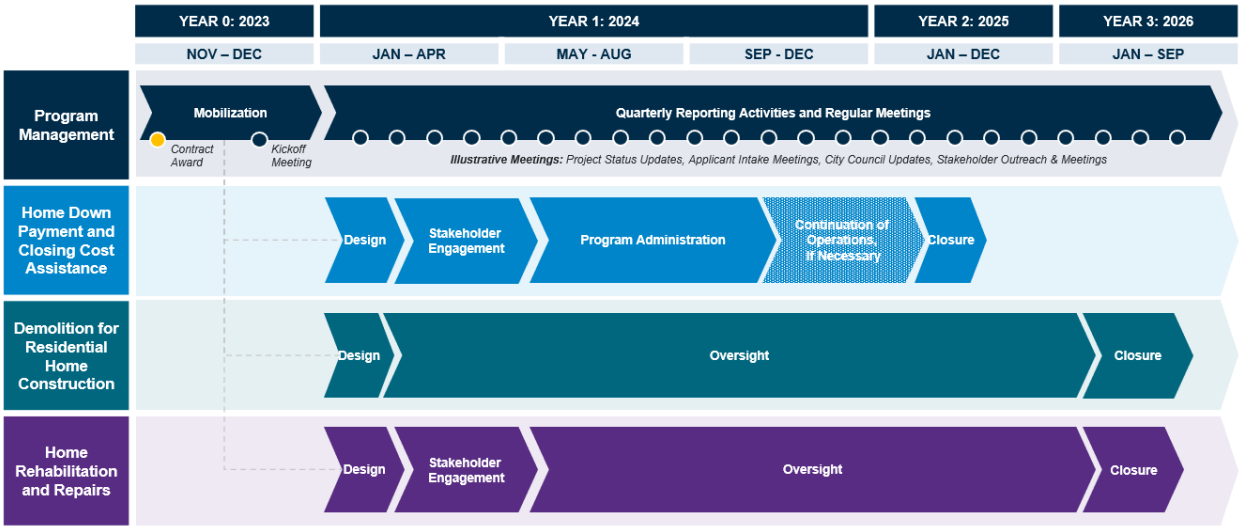


Figure 4: Representative h**igh-level project schedule** (to be agreed upon project commencement)

Note: the schedule above was developed based on A&M's current understanding of the programs and the City's requirements. We anticipate the opportunity to further discus sequence, duration, and timing of each program as well as the resource needs required to execute the programs if the City's requirements differ materially from the approach presented above.

3.0 EXPERIENCE AND REFERENCES

In the following section, we have provided a sample of project qualifications, as well as the client information in three of our qualifications, to serve as our formal references.

City of Joplin JHAP	
Client Information	Organization: City of Joplin, Missouri Name and Title: Troy Bolander, Director of Planning, Development & Neighborhood Services Address: 602 S. Main Street, Joplin, MO 64801 Phone: (417)-624-0820 ext. 510 Email: tbolande@joplinmo.org

Qualification Summary

Technical Scope

Nan McKay & Associates as well as members of the A&M Team served in several roles for the City of Joplin's ("City") HUD CDBG-DR funds received following the EF-5 strength tornado, which devastated the City on May 21, 2011. As part of this project, the team completed a full CDBG-DR Action Plan, Implementation Plan, and Capacity Checklist. Additionally, NMA was intimately involved in the planning, establishment, commencement, marketing, administration, monitoring, and closing of the City's JHAP, JHRP, and many other programs executed by the City after the devastating EF-5 tornado.

Key Tasks

The team provided grant management and program management support on the City's housing and economic development projects throughout each project's lifecycle. Team members reviewed the compliance of each project based on the CDBG-DR requirements, assisted with the development of environmental assessments and performs reviews of environmental documents related to the National Environmental Policy Act ("NEPA") requirements to assess potential environmental hazards and risks, suggested mitigation measures for unavoidable impacts, and determined compliance with various state and federal agency requirements. The team assisted the City in maintaining their records management procedures/processes.

Collaboratively, Nan McKay and other team members have worked with the City of Joplin to run one of the most successful CDBG-DR homebuyer assistance programs in the country. The Joplin Homebuyer Assistance Program (JHAP) offered up to $30,000 of down payment and closing cost assistance for eligible applicants to purchase a home in the Tornado Zone, aka "The Fish" (the area of Joplin most impacted by the tornado). As administrators of the JHAP program, we were responsible for responding to all inquiries into the program and providing interested applicants and stakeholders with program information. Additionally, we accepted and reviewed the application documents, collected supporting documentation, verified the family composition and income information from the application, calculated annual income, and determined eligibility.

Outcomes / Deliverables:

The NMA team supported with:

- Developing program design documentation including eligibility requirements, documentation, review processes, escalation procedures, etc.

City of Joplin JHAP	
Client Information	Organization: City of Joplin, Missouri Name and Title: Troy Bolander, Director of Planning, Development & Neighborhood Services Address: 602 S. Main Street, Joplin, MO 64801 Phone: (417)-624-0820 ext. 510 Email: tbolande@joplinmo.org

Qualification Summary

- Conducting marketing and outreach activities to individuals and community based organizations throughout the City to drive demand
- Established a review team with associated processes, procedures, guidelines, templates to process applications
- Managed review activities, conducting intake, eligibility review, environmental activities, and other necessary steps
- Conducted compliance monitoring on multiple city programs including JHAP and JHRP
- Tracked and monitored program metrics and KPIs
- Closed JHAP and JHRP programs ensuring compliance, document retention, etc.

State of New Jersey COVID-19 Relief Funding (CRF)	
Client Information	Organization: New Jersey Department of Community Affairs Name and Title: Elena Gaines, Assistant Director Address: PO Box 800, Trenton, NJ 08625 Phone: 609-633-6204 Email: Elena.Gaines@dca.nj.gov

Qualification Summary

Technical Scope

The State of New Jersey hired NMA to administer its CRF Emergency Rental Assistance Program (CVERAP-1 and CVERAP-2). For CVERAP-1, NMA utilized our ERAP technology solution, administering $90M in ERAP funding and processing 47,999 applications. CVERAP-2 also leveraged the NMA portal and disbursed $132M in 5 months, with over 25,730 eligibility determinations made.

Key Tasks

For all of COVID grant funding sources and State of New Jersey programs listed below, the NMA team provides strategic policy guidance, technical assistance, training, and full-service operations and call center services:

- CRF: $90M distributed in a in 2-month period for emergency rental services
- ERAP: 1st round $390M, 2nd round $270M
- SLFRF: $500M to distribute statewide for eviction protection services

Outcomes / Deliverables

Total disbursement for this project has now reached nearly $1 billion.

Rhode Island COVID-19 Response Grants Management	
Client Information	Organization: Rhode Island Office of Management & Budget Name and Title: Erik Godwin, Deputy Director Address: One Capitol Hill, 4th Floor Providence, RI 02908 Phone: (401)-574-8422 Email: erik.godwin@omb.ri.gov

Qualification Summary

Technical Scope

As a result of the COVID-19 pandemic, Rhode Island faced the urgent challenge of effectively marshalling federal and state resources to mount a state-wide response to the public health crisis and subsequent economic downturn to ensure the health, safety, and economic security of Rhode Islanders.

Key Tasks

- Since June 2020, A&M has been serving as the State's key financial advisor for COVID-19 Relief Funds, providing CFO-like services, supporting the Department of Administration (DOA), Office of Management and Budget (OMB) and the Governor in effectively and efficiently managing federal funds to support the State's critical COVID-19 response and recovery. The project has been extended through June 2021 and A&M's support for this work is on-going.
- A&M collaborates with agencies across Rhode Island's government to assist COVID-19 response teams with determining their spending needs and evaluating budget proposals; collects information about federal funding sources via an assessment of federal legislation and direct communication to agencies; assists the Director of OMB with the strategic allocation of funds across the State's COVID-19 response and available funding sources, and; presents on budgetary recommendations to senior leaders (Governor, DOA/OMB Director).

Outcomes / Deliverables

A&M developed a process for tracking over $5B in spending across multiple federal resources (e.g., CRF, SFRF, FEMA) in alignment fund use requirements to support the State's COVID-19 response. Additionally, the team:

- Provided critical analytical support to various parts of the COVID-19 response to developed budgets and forecasted future funding needs as the pandemic evolved
- Worked with the State's Emergency Management Agency (EMA) and OMB team to identify FEMA eligible expenditures and develop a process for aggressively submitting claims using FEMA's streamlined process for COVID-19. This effort reduced uncertainty about FEMA eligibility and allowed the State to understand the availability of CRF funds
- Provided weekly updates on spending to the Governor to support critical decision making as case levels have changed overtime
- Supported efforts to fully obligate CRF funds by 12/30 while also developing a funding strategy for sustaining the ongoing response to the pandemic in the context of the State's overall fiscal situation

Rhode Island COVID-19 Response Grants Management	
Client Information	Organization: Rhode Island Office of Management & Budget Name and Title: Erik Godwin, Deputy Director Address: One Capitol Hill, 4th Floor Providence, RI 02908 Phone: (401)-574-8422 Email: erik.godwin@omb.ri.gov

Qualification Summary

- Assessed the impact of CAA 21 and the ARPA stimulus bills and adjusted the allocation of on-going response expenditures against available Federal funding sources
- Supported the development of a COVID-19 budget for FY23
- Prepared a variety budget reports for use by senior state personnel and supported key reporting to the legislature and other constituents

Harris County, TX Disaster Recovery Program Administration

Qualification Summary

Technical Scope

NMA and members of the A&M team supported Harris County following Hurricane Harvey, with NMA continuing to support Harris County currently. Our team was instrumental in Harris County's receipt of a $1.1B direct carveout from the State of Texas' allocation of $5B under PL115-56. With more than 4.5 million residents and over 1,700 square miles, Harris County is the most populous county in the U.S. and larger in size and economy than many U.S. states. Due to the magnitude of unprecedented damage, Harris County contracted our team to provide overall grant administration, project management, and financial oversight for several federal and state agencies including but not limited to CDBG-DR, FHWA, HUD, TDEM, and GLO related to Hurricane Harvey relief.

Key Tasks

- Provided operational, strategic, and grants management support for the administration and oversight of disaster recovery grants
- Provided expert program administration services for CDBG-DR, including planning, strategy support, organizational assistance, design, construction, reporting and monitoring, and project closeout.

Additionally, our team recommended the following actions for Harris County:

- To effectively acquire federal assistance and initiate the recovery program across various funding sources, the County should establish a Strategic Recovery Office to develop a strategy on all aspects of the disaster recovery effort, including leveraging funds, recovery grant opportunities, and coordination among County departments.
- Program design sessions for housing, infrastructure, and economic development projects for various funding sources.
- Design of and support for infrastructure revitalization programs, including estimate validation, procurement assistance, and capital planning support for infrastructure and construction projects.

Harris County, TX Disaster Recovery Program Administration

Qualification Summary

- Enhancement to Harris County's procurement procedures and practices.

Outcomes / Deliverables

- Developing a supplemental action plan to outline Harris County's recovery efforts.
- Conceptualizing the program designs for seven housing recovery programs ranging from a buyout program to rehabilitation to new housing development.
- Helping to successfully request waivers to the State of Texas' program guidelines.
- Developing all programmatic documentation, such as program guideline documents, standard operating procedures, and program forms.
- Working hand-in-hand with Harris County's Community Services Department to develop a multi-faceted community outreach plan, targeting communities most at-risk from the disaster.
- Updating the County's federally funded procurement policies, processes, and forms to be compliant with the regulations at 2 CFR 200.
- Developing procurement templates to provide uniformity, streamline the process, and ensure regulatory compliance.
- Designing and providing procurement, WMBE, Section 3, and Davis Bacon and Related Acts training to County Purchasing Office staff, program department staff, County subrecipients, and contractors.

State of South Carolina, Grant Funding & Mortgage Assistance Program

Qualification Summary

Technical Scope

Acting as both the prime and a subcontractor, NMA has supported the State of South Carolina with both the administration and monitoring & compliance of serval federal grant funding streams, including CDBG-DR, CRF, ERAP, and emergency mortgage assistance.

Key Tasks

As a subcontractor, the NMA team also provided the South Carolina Department of Commerce (SCDOC) with monitoring and compliance/technical assistance support services to successfully complete the Disaster Recovery Compliance Assistance project. The NMA team effectively worked with the grantees in twenty-two (22) impacted counties, to thoroughly understand current project position and compliance criteria. Based on our initial assessment, we developed a compliance and quality control monitoring plan for each project, while providing technical assistance throughout the process.

Additionally, we assisted the State in developing and managing CRF monitoring & compliance, including:

- Monitoring & compliance work plan
- Risk assessment questionnaires
- Performed risk assessments
- Developed monitoring & compliance policies & procedures, monitoring checklists, and testing templates

State of South Carolina, Grant Funding & Mortgage Assistance Program

Qualification Summary

- Developed monitoring schedule
- Conducted monitoring
- Developed subrecipient communications, including entrance and exit conferences and monitoring reports

NMA also manages and administers SCDOC's CRF, ERAP, and CDBG-CV programs.

Outcomes / Deliverables

- CDBG -DR: Strategic review and guidance for policy and procedures for all DR projects.
- CRF: Administer the entire $2 billion grant statewide; provide technical assistance and program operation. Assisted with the distribution of State-directed funding; validate compliance for use and expenditures (revenue loss, PPE reimbursement, etc.).
- CDBG-CV: Administering CDBG-CV grant on behalf of the state. Working with local councils of government and non-entitlement counties to review eligibility and propose projects.
- ERAP: Full administration and operation of the state's $270 million ERAP program.

Newton County, Missouri Broadband Gap Analysis

Qualification Summary

Technical Scope

Newton County, like most rural areas across the U.S, has faced the challenges caused by the 'digital divide' which existed prior to and were exacerbated in the wake of the recent COVID-19 global pandemic. We have seen countless instances where the Pandemic has brought to the surface critical infrastructure flaws in real-time, broadband connectivity being just one of them as our culture became overly reliant on accessible and reliable internet services.

Key Tasks

In our support role, A&M performed the following key tasks:

- Conduct stakeholder engagement & needs assessment
- Complete local broadband market and current broadband infrastructure assessment
- Develop a GIS based mapping tool to support decision making
- Develop Gap Analysis Report
- Conduct assessment of Missouri/Federal regulatory and grants environment
- Prepare market demand planning tool
- Draft detailed broadband deployment roadmap and strategy

Outcomes / Deliverables

- The A&M Team will deliver a comprehensive Gap Analysis Report and Broadband Deployment Strategy to improve existing connectivity and deliver connectivity in areas across the County deemed unaffordable or inaccessible.

4.0 METHODOLOGY & APPROACH

Approach Overview

Given the experience of many of our team members in initially standing-up and delivering both JHAP and JHRP and our understanding the challenges that the City of Joplin will likely face administering the Community Revitalization program, the A&M Team is dedicated to ensuring that the design of the three projects is best suited to the needs of both the City of Joplin and the community. Across the A&M Team, we have extensive experience designing and administering federally funded housing and economic development programs to ensure successful outcomes and compliance. With a focus on efficiency, customer service, internal controls, monitoring, and compliance, our team is dedicated to maintaining audit readiness at all stages of the projects while employing a "human centered approach," focused on serving the residents of the City. From planning and program design to administration and closeout, our approach enables a well-structured and regulated process that safeguards project success and the responsible allocation of resources. We also focus on identifying risk early in the process, managing and resolving that risk, and reporting regularly to the City. **We not only design these programs to be compliant, but with the mindset of creating the greatest positive impact possible**.

Having deep familiarity with the legacy JHAP and JHRP programs, the A&M Team is well positioned to support the City in expanding upon the successes of the original programs while deploying efficiencies to maximize impact and deploy critical funds to those in need quickly. Leveraging existing/legacy documentation, knowledge, and expertise, the Team will identify and implement strategic improvements, ensuring that the evolved programs not only retain the strengths of their predecessors but also introduce innovative approaches to address new challenges and opportunities. It is important to note that new program management tools and technologies exist today which will help support the successful delivery of these programs. Through a collaborative, data-driven approach, the A&M Team aims to amplify the positive outcomes of the programs, thereby contributing meaningfully to the City's ongoing efforts in fostering sustainable and inclusive growth.

In developing our approach, we have taken into careful consideration the scope of services outlined in the RFP. We recognize that within the Community Revitalization Program, each of the three projects – Home Down Payment and Closing Cost Assistance, Home Rehabilitation and Repairs, and Demolition for Residential Home Construction – all have unique characteristics and requirements. Our approach acknowledges both the synergies and distinctions that exist across the three projects that each contribute to the broader goal of community revitalization. These projects can operate independently or in tandem, allowing us to address Joplin's in-fill housing needs with tailored and well-coordinated solutions. To address these dynamics, we have outlined our approach to program design and administration for each project, ensuring a tailored strategy that optimizes the potential of each project.

Program Design

A thorough and deliberate program design phase is vital to ensuring each program meets the current and evolving needs of the City.

Our initial step in the planning and program design phase is to review the project formulation criteria and process as designed by the City of Joplin. This review will encompass analyzing the program design for compliance with ARPA State and Local Fiscal Recovery Fund (SLFRF) requirements and any requirements imposed by the DED. Additionally, we will meet with the City of Joplin to jointly review the program design, ensuring that it capitalizes on efficiencies

allowed by the SLFRF while also balancing compliance risks that the City would like to more closely manage. This design process includes a detailed analysis of project goals, scope, reporting measures, risks, and expected outcomes. We will align the program design with the City's vision and priorities and the requirements of the DED Community Revitalization Program Grant, while keeping ARPA SLFRF compliance at the forefront. We will deliver updated program design documentation as well as policy and procedure documentation based on the original documentation but updated for this purpose.

When designing this program, the A&M Team will leverage the power of technology where appropriate to maximize impact and gain efficiencies, whether that is social media support in publicizing these programs to leveraging a consolidated platform to track program performance across key milestones.

In the planning and program design phase, our primary focus is on creating a solid foundation for the Joplin Community Revitalization Program, which includes ensuring that all necessary documents, processes, and resources are in place to support the successful launch of the program. We will harness the wealth of knowledge embedded in legacy JHAP and JHRP program policies and procedures, using them as a springboard to enhance and streamline the operational flow of the Community Revitalization Program going forward. Additionally, we will leverage the institutional knowledge of our team members who previously worked these programs to plan and deliver this program efficiently and with the maximum possible impact.

In addition to reviewing the project formulation we will undertake the following additional activities:

- **Stakeholder Identification:** We acknowledge the value and importance of each stakeholder participating in this process. By identifying and engaging with key stakeholders from local residents to regulatory entities and community program advocates, we're ensuring a cohesive, transparent, and collaborative path forward. A key element to the initial JHAP's success was the robust stakeholder engagement process that members of this team delivered in 2013-2014 to inform the community and train its stakeholders. This team continues to deliver this high level of stakeholder proficiency by recently hosting a Community Roundtable in September 2023 for the City, with over 50 stakeholders representing faith-based organizations, community housing development organizations, local businesses, employers, philanthropic organizations, community services, and governmental bodies. In addition to leveraging the legacy partners we previously engaged, the team will also review these organizations as a start to ensure a comprehensive stakeholder list is developed. This team will continue its successful track record of stakeholder engagement when implementing the Community Revitalization Program.
- **Program Marketing:** Creating clear and engaging marketing materials to advocate and promote each program will help drive engagement. We will design streamlined marketing and outreach material and methods to provide information which is easy to understand and act on. Using both traditional and digital media, our aim is to reach as many community members as possible, ensuring they know how to take advantage of these programs.
- **Determine office space and equipment needs:** During the planning phase we will assess the requirements for office space and equipment to ensure that a secure, conducive, and efficient work environment is established for the program team. The office space and equipment should be evaluated to accommodate both a paper-based

and electronic application process. During this phase, we will also determine specific in-person office hours and days, balancing demand with cost efficiency. This in-person presence should also be informed by initial application volumes and expectations.

- **Create a Training Plan:** Project-specific training plans will be developed for various stakeholders, including administrative staff, operational staff, and City Staff. This plan will ensure that all team members are adequately trained and prepared to perform their respective roles effectively. Training workshops will also be offered to strategic partners, and our local SMEs will provide valuable support in ensuring those parties are identified and engaged.
- **Establish oversight plan for each Project (Down Payment Assistance, Home Repair and Rehabilitation, and Demolition):** In the establishment of an effective Oversight Plan for each project, we will implement a strategy to ensure that the project operates smoothly and efficiently. This oversight plan will consist of the following key components:
    - **Conduct Risk Assessment:** To proactively identify potential challenges and risks, we will conduct a thorough risk assessment. This assessment will encompass a detailed analysis of external and internal factors that might impact the project's success. By identifying potential risks and their impact, we can develop a proactive strategy to mitigate these issues.
    - **Establish Monitoring Plan Based on Risk Assessment:** Building upon the insights gained from the risk assessment, we will develop a tailored monitoring plan. This plan will specify the key performance indicators and monitoring protocols that will help us keep the project on track and make real-time adjustments as needed to address identified risks.
    - **Create a Staffing Matrix - Roles and Responsibilities:** A clear staffing matrix will be developed, which defines the roles and responsibilities of the project team members. This matrix will include roles for administrative staff, operational staff, City Staff, Community Housing Development Organization(s) (CHDOs), and Contractors. By outlining responsibilities, we ensure a structured and efficient program management process.
    - **Review Program Design Documents, Policies and Procedures, and Other Program Artifacts:** Our approach encompasses a detailed review of program design documents, policies, and procedures, as well as other program artifacts. This review will ensure that all aspects of the program are compliant with regulatory requirements, in alignment with best practices, and capable of effectively supporting the project's objectives.

For the Home Repair and Rehabilitation Project, we will execute the following additional activities as part of the planning and program design phase:

- **Meeting Schedule and Reporting Requirements for CHDOs:** We will establish a well-defined meeting schedule to ensure that the CHDOs and other stakeholders are kept informed and engaged throughout the Project's lifecycle. This schedule will also include reporting requirements to maintain transparency and accountability.
- **Review of CHDOs' System:** We will conduct a review of the system used by the City's CHDOs to track applicants, contractor selection, project budgets, and progress. This review will assess the system's capabilities and alignment with project goals. It will also identify any areas where improvements or adjustments are needed.

It should be noted that members of this proposal were on the original consulting team that created these legacy documents and the applicant-level review and intake processes which will provide important institutional knowledge for the updating and implementation of these programs. However, new program staff will also be involved to provide valued “fresh eyes” to ensure that the maximum level of performance will be delivered.



Figure 5: Census Tracts for the Demolition for Residential Home Construction program

During the program design phase for the Demolition for Residential Home Construction program, we will collaborate closely with the City to validate that the current process used for the demolition of dangerous structures aligns with the overarching Community Revitalization Program goals. As detailed in Figure 5, the allocation of funds is strategically distributed within the designated four census tracts (101, 106, 108, 110).

Program Management Documents: As part of our planning and program design process, we will review existing program management documents and make necessary revisions to ensure they align with the specific needs of each Project.

Multiple members of the A&M Team assisted the City of Joplin with the creation of the first iteration of JHAP and are intimately familiar with all the associated program artifacts. We will provide a comprehensive review and refresh of the following templates to ensure that are not only compliant and efficient but also adaptable and can meet the needs of this new initiative:

- **Reporting Templates:** Reporting templates will be standardized formats for collecting and presenting data related to program progress, financials, and outcomes. These reporting templates will help ensure consistency in reporting across all stakeholders.
- **Policies and Procedures:** Defines the established rules and guidelines governing how the program will operate, addressing areas such as eligibility, funding allocation, and dispute resolution.
- **Pre-Application Checklist:** Checklist for potential applicants to review before submitting their applications, ensuring they meet initial eligibility criteria and can collect necessary documents before submitting their applications.
- **Application Forms:** The forms and documents applicants are required to complete when applying for assistance under the Home Repair and Rehabilitation Program.
- **Verification Forms:** Forms used to collect and verify information about applicants, ensuring their eligibility and need for program services.
- **Eligibility, Duplication of Benefits (DoB), Loan Review, and Award Determination Forms:** These forms are specific to determining eligibility, assessing DoB status, conducting loan reviews, and determining award amounts. This process helps ensure compliance with Duplication of Benefits regulations and assist in the fair and consistent allocation of program resources, as well as document key audit-prone decisions.
- **Inspection Forms:** Templates used to document the inspection process for assessing the condition of properties and determining necessary repairs or renovations.
- **Folder Structure:** Organized structure for storing and managing program documents, ensuring accessibility and compliance.

- **Record Retention Policies and Procedures:** Policies outlining how long different types of program records are to be retained, archived, or securely disposed of in accordance with legal and regulatory requirements and ensure alignment with the ARPA SLFRF requirements.
- **Outreach Plan:** Strategic plan for reaching out to potential program beneficiaries and stakeholders and informing them about the City's Community Revitalization Program. The establishment of this Outreach Plan is essential to guide all three projects towards success, ensuring a proactive approach to risk management, effective project monitoring, clear roles and responsibilities, and full compliance with program requirements and regulations.

These templates and documents play a crucial role in streamlining the program's management, ensuring transparency, compliance, and efficiency in its operation.

Program Administration

We are eager to support the City in the management of its ARPA funded Community Revitalization Program building on the successes of the legacy programs. Using our multi-disciplinary team, we are prepared to deploy industry leading practices in project management and program administration to maximize the value of our work in Joplin. In addition, our team will tailor our approach to Joplin's priorities, working hand-in-hand with the City to manage the end-to-end program administration process.

One Day #1 of this engagement, we will immediately begin working with the City to execute the following components of program administration:

- Identifying eligibility requirements applicable to these funds and uses to ensure compliance with funding requirements.
- Establishing an intake and eligibility review team and process with supporting guidelines, artifacts, templates, checklists, and other enabling tools.
- Creating a risk-based monitoring program and conducting monitoring of activities under each program. We will utilize best practices to establish risk criteria with which to assess each project. This approach will allow us to identify potential concerns or findings early and provide mitigation recommendations to reduce overall risk exposure.
- Providing as-needed technical assistance and training on funding requirements and regulatory compliance.
- Ensuring reporting requirements are fulfilled by the City, ensuring that activity data is properly tracked, maintained, and accurately reported on, and program data utilized to show and support each program's accomplishments in reports submitted to the awarding agency.
- Providing project scoping support and assisting the City in identifying the need for new procurements and contracts, assisting Joplin with properly procuring subrecipients and contractors when necessary.
- Establishing or updating the City's policies, procedures, and underlying documentation to support the effective and compliant management of these programs.
- Development of technical tools and artifacts for our team to expeditiously deploy program policies, guidelines, standard operating procedures, and other important guidance documents to demonstrate rapid progress in the most compliant manner.

Portfolio Management: Our approach to portfolio management is designed to optimize the organization and management of programs and project files, ensuring seamless collaboration between onsite and remote staff. Acknowledging that there are three projects, each with overlapping and separate stakeholder groups, we envision a dynamic framework centered on a SharePoint structure to offer the capability to capture, sync, and access documents. There will be different layers of access to the SharePoint to maintain data integrity and protect personal data. This not only streamlines the document management process but also fosters collaboration and supports asynchronous communication, making essential information accessible to both onsite and remote team members.

Recognizing the need for flexibility and online security, our team is open to integrating paper storage of program details, as required by the City. We are fully prepared to operate a dual digital and paper storage system. Any data generated or collected via the online platform or where users apply for programs in a paper-based system will be diligently stored and maintained ensuring the appropriate standards of data protection and confidentiality are upheld throughout the program's lifecycle.

Managing Program Operations: The US Department of Treasury expects that recipients have taken appropriate measures to evaluate and certify that their internal operations are sufficient to effectively oversee the implementation of projects with ARPA funding. Through the combined experience and understanding of federal funding and ARPA requirements, including those unique to SLFRF, we look forward to partnering with City of Joplin staff to execute an efficient, risk-based approach to effectively managing the Community Revitalization Program. Our team's deep understanding of the intricate interactions between ARPA funded programs, the methods to maximize each funding source, the process to ensure integrity and compliance, and the way to design and implement long-term revitalization strategies will allow Joplin to efficiently utilize its funding.

In order to effectively manage program operations in partnership with City of Joplin staff, we will dedicate skilled and knowledgeable individuals to carry out program operations, provide assistance to Joplin personnel, and provide training and technical assistance to the City's departments, CHDOs, other subrecipients, developers, and contractors. This communication, coordination, and training will be particularly necessary early in the process to ensure that all relevant stakeholders are informed, coordinated, and operating efficiently. Our operation of the JHAP program will ultimately be based on the final program design documents but will incorporate multiple levels of review and validation, QA/QC, periodic audits and samples, and input from several industry veterans with experience managing the original JHAP program as well as other housing programs.

We will also work directly with assigned staff to establish project controls to oversee and monitor the success, progress, and compliance of each project. Specific controls will include:

- **Schedule:** Develop the overall timeline, activities, dependencies.
- **Resources:** Plan and manage staffing needs and manage needs based on changing priorities. This will include developing roles and responsibilities, accountability, and deliverables in collaboration with the City, departments, subrecipients, contractors, etc.
- **Budget:** Assist in developing and monitoring the overall project and program level budgets.

- **Compliance:** Facilitate transparency and public accountability for SLFRF-awarded funds and use of funds; ensure funds are not used for ineligible purposes and that there is no fraud, waste, or abuse; and confirm that SLFRF-funded projects advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities. We will verify compliance with:
    - Emergency Rental Assistance ("ERA 2"), Title III, Subtitle B, Section 3201 of the American Rescue Plan Act, 2021, Pub. L. No. 117-2 (March 11, 2021) codified as 15 U.S.C. 9058c;
    - Section 15011 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. No. 116-136), as amended by Title VIII, Section 801(b) of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260) on December 27, 2020; and Compliance Supplement 2022 4-21.023-2 April 2022 Emergency Rental Assistance Program Treasury
    - Title VI of the Social Security Act Section 603 – Coronavirus Local Fiscal Recovery Fund of the Social Security Act
    - 42 U.S.C. Section 803 – Coronavirus local fiscal recovery fund
    - 31 C.F.R. 35 Subpart A—Coronavirus State and Local Fiscal Recovery Funds
    - 2 C.F.R. 200 – The Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards
    - The Final Rule on the program guidelines in the Federal Register. See 87 FR 4338 (January 27, 2022)
    - Applicable guidance provided by the U.S. Department of the Treasury, including Treasury's Frequently Asked Questions (FAQs) and related guidance available on Treasury.gov, including important version changes over time that can be found on the ERA program website
    - Applicable laws and rules of the State of Missouri and the City of Joplin
    - Treasury requirements and guidance
    - Track recovery spending outcomes for required community impact

Community Outreach and Engagement Program: The success of the program hinges on a robust community outreach and engagement plan. Working hand-in-hand with City staff, we will develop a multi-faceted community outreach and communication plan to ensure that the Community Revitalization Program promote equitable delivery of these critical funds, targeting the most impacted households and communities in Joplin and reflecting the Community Revitalization Program priorities.

A well-coordinated and effective community outreach plan will serve as a primary roadmap to directly support Joplin's revitalization efforts. Recognizing the diverse needs of Joplin's residents, we will make concerted efforts to work with community service providers to engage:

- Persons with disabilities;
- Persons whose first language is not English;
- Displaced residents;
- Elderly residents; and
- Any other resident who might face barriers to participate in Joplin's revitalization programs.

We believe in the power of a "grassroots" marketing and informational campaign to distribute information to those most in need. As such, we aim to empower community members with the

knowledge and tools required to organically spread the program's message to every corner of the community. We will work with the City to develop resources in different languages (as required) and delivered in different according to the needs of the community. Additionally, we may identify local interpreters who can provide translation services at meetings and outreach events, as needed. Our team will work collaboratively with the City to develop a tailored plan, and we look forward to refining the activities in our outreach and communication plan (detailed below) in partnership with the City:

- **Informational Pamphlets:** We will develop brochures and pamphlets designed to inform potential applicants about the Community Revitalization Program. These materials will be placed across the City to spread the news in the community.
- **Social Media and Websites:** We will publish news of the program on the City's website, contact the local news outlet and support the City to post on social media platforms to reach the community.
- **Drop In Office Hours:** We will hold regularly weekly office hours for members of the community to drop by and discuss any questions they may have about the program. Additionally, it will serve as an opportunity for our team to engage with the community and share information regarding the program.
- **Pre-launch Public Webinar:** Recognizing the importance of transparent communication and community engagement, we propose conducting a Public Webinar before officially accepting applications (similar to the public webinar at the beginning of the Smarter Joplin Roadmap stakeholder engagement process). This session will serve as a platform to introduce the community to the revamped JHAP and JHRP programs, offering a detailed walkthrough of the application process, eligibility criteria, and anticipated timelines. By addressing queries and clarifying potential areas of confusion, we aim to facilitate a smoother application process for all prospective participants. This proactive approach not only fosters an environment of inclusivity and transparency but also assists in mitigating potential challenges that may arise during the initial application phase.

Applicant Processing: Our approach to applicant processing will be to first establish a methodology for eligibility determinations, in consideration of the applicable federal requirements and the priorities of the City of Joplin. We will work closely with program staff to establish compliant policies, procedures, and program guidelines for the processing of applications, including the process by which applications and supporting documentation will be reviewed. Our team will also implement a QA/QC process so that a significant percentage of applications are selected for additional review and assurance. As part of our standard approach, our team will review the City's existing internal controls and ensure that adequate controls are in place to support proper document retention throughout the process, and where there may be areas for improvement. In addition to reviewing applications for eligibility, we will establish a robust internal review process to ensure funds are not used for ineligible purposes.

Our team will work with the City to determine the appropriate application system (if any) that is reflective of the Community Revitalization Program's size and scale. Our team has the capability to develop and use a digital platform to process applicants, which will provide both applicant efficiencies and administrative efficiencies. Acknowledging that the portal may not suit all potential applicants or that a technology-based solution may not be appropriate for a program of this size, we will be onsite at an agreed frequency and duration to provide assistance and can offer paper application alternatives if required. Data generated or collected via the online platform or where users apply for programs in a paper-based system, particularly Personal Identifying Information, will be diligently stored and maintained ensuring the highest standards of data protection and confidentiality are upheld throughout the program's lifecycle.

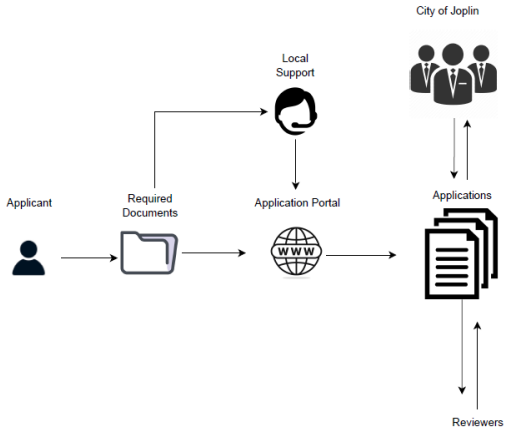


Figure 6: Illustrative online application process for Home Down Payment & Closing Cost Assistance Program

The **applicant and administrative efficiencies** of using an online portal include:

Faster Submission: No waiting in queues or facing potential delays due to staff limitations in the office.

Data Accuracy: Online forms can have built-in validation checks to ensure applicants provide all necessary information accurately

Digital Tracking: Applicants can monitor the status of their application in real-time.

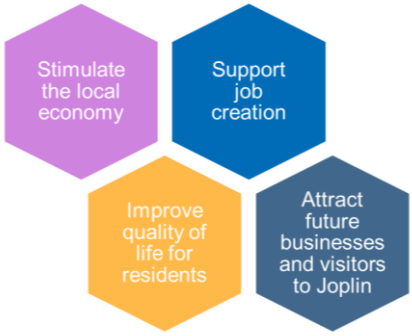
Accessibility: An online portal eliminates the need for physical travel to submit applications and is compatible with accessibility tools like screen readers.

Digital Record Keeping: Easier storage, retrieval, and backup of applications and documents

Clarity & Guidance: Online platforms can offer FAQs, guidelines, and chat functions to assist in the application process, ensuring clarity and fewer errors.

Timeliness

Our focus from the outset will be to design programs and efforts which meet the Missouri DED deadline of September 30, 2026 as dictated by ARPA requirements. Although this deadline is three years out, our team understands the importance of "working backwards" to ensure compliance and timeliness. Not only is this important from the standpoint of meeting requirements, but also from the perspective of achieving the mission of the Community Revitalization Program to rapidly address the housing needs of the target recipients and achieve the identified goals of the City.



Our approach to ensuring timeliness of the City's Community Revitalization Program is rooted at the project level by first developing a realistic timeline for each project. Our team will develop the overall timeline, activities, dependencies and resources required to complete each project component or initiative. We focus on what is required and what is achievable. Our team will come prepared to mutually agree on answers to the following questions to ask to make sure the City of Joplin, subrecipients, and other stakeholders are charting the right course to deliver results that are both timely and compliant:

- How will the City of Joplin track the disbursement of funds so that they are being used as they were intended and in a timely fashion? What configuration does City of Joplin's grants/financial management system (digital or paper-based) need to have to be capable of accurately tracking the expenditure of funds in a timely manner, and what controls need to be in place?
- What program and project level risks related to timeliness need to be addressed, and how can we help to ensure processes are being followed to mitigate them?
- How will the City of Joplin measure progress and ensure that funds are not only going where they were intended, but are also producing real value and impact in the communities for which they were designated?

As intake of applications occur, our team will closely ***track progress and modify timelines*** and/or processing elements, as needed. If modifications are to be considered, we will brief the City with recommendations and identify both the benefits and any potential risks as well as proposed response strategies. Across the lifecycle of the Program, the A&M Team will regularly hold these briefing sessions to discuss programmatic progress and possible challenges. Our team will proactively monitor risks and we will actively bring our SMEs and experts to the table to quickly and effectively resolve issues in a timely manner. Overall, the team's grant management expertise will ensure that the City of Joplin will stay on track to expend the funds by the deadline of September 30, 2026.

Compliance/Reporting

Our team brings together highly experienced individuals across A&M and NMA who have extensive understanding and experience with federal reporting requirements (specifically Treasury funds). We will support the City with establishing an appropriate data tracking and management process which will promote efficient reporting to Treasury, State of Missouri, and other required agencies. Our focus on reporting is to:

- Design an efficient and effective system to minimize the "scramble" often required to prepare reports and consolidate data
- Focus on identifying issues or discrepancies early/throughout the execution of the program to avoid last-minute surprises
- Design impact-oriented KPI's which help to track productivity and ensure that the program is being deployed effectively and is meeting the needs of the community

We will first propose KPIs, formats, and protocols to the City as part of our kickoff for this project. Subsequently, we will deploy tools and templates to report out to the City and other key stakeholders. Finally, we will establish a process for preparing federally or state-required reports (including quarterly and annual reports) working in conjunction with the various City departments who will have involvement in the input or review of those reports. We will consolidate information and hold review sessions to ensure accuracy and compliance prior to handing over reports to the City for submission.

Meetings

The A&M Team values frequent communication through a variety of channels. As an extension of the City, A&M will plan and attend relevant meetings which arise throughout the execution of the programs. We understand the need for the City to select a knowledgeable and qualified partner to actively take burden off of City staff and be laser-focused on the mission of the three projects. Below we have identified several key meetings and communication methods which we plan to deploy in the execution of this work.



Kickoff Meeting – One of the most critical meetings across the life of the program will be the kickoff meeting, introducing core participants from the City and the A&M Team. This meeting will establish expectations, ways of working, timelines, communication needs, stakeholder involvement, risks/mitigation strategies, and determine cadence for status updates. We will hold this meeting in-person at City Hall.



Project Status Updates – Due to the complexities of the Community Revitalization Program, A&M will hold regular status update meetings with key City staff to discuss applicant intake volume, progress in deploying funds, risks/issues, successes and other critical KPIs established during the program design.



Applicant Intake – We will conduct ongoing applicant intake and meet with members of the community who wish to apply for one of the City's programs. We will leverage City Hall or other identified spaces in close proximity to City Hall to

serve the public with intake office hours and field any questions or concerns. The frequency and duration of "office hours" will be discussed and agreed between the City of Joplin and A&M.



Stakeholder Outreach & Engagement – As this program will inherently impact residents, City departments, and local/regional organizations, A&M will conduct stakeholder outreach meetings and engagement sessions to provide critical information and awareness to relevant stakeholders. The A&M Team will work closely with City staff to identify these stakeholder groups. We know the key players across the City from our previous support to the City in various housing, economic redevelopment and infrastructure initiatives; this institutional knowledge will greatly support the successful implementation of this program.



City Council Updates – City Council is a core component to the success of this program, and A&M will provide regular updates to City Council on the program to allow Council members the opportunity to ask questions and gain a thorough understanding of the program's initiative. These updates will also provide the public with visibility into the process, status, and potential challenges along the way.



Closeout – During the wind-down of the programs, the team will hold meetings with City staff, realtors, the banking sector, community housing providers and other stakeholders to ensure that all parties are kept abreast of changes. As discussed in the 'Closeout / Audit Preparation' section, we anticipate working closely with the City to develop a tailored Close-out strategy and ensure the capture and transfer of all knowledge and documentation for archiving purposes.

Monitoring

Our team has deep expertise, experience, and knowledge of federal entities, guidelines, reporting requirements, and regulations and are considered experts in 2 CFR 200, 24 CFR 135, SLRF and multiple other federal regulations. Members of the team are frequently asked to provide recommendations and guidance for government entities requiring assistance in understanding federal regulations and grant requirements. For our monitoring efforts, we deploy a practical and efficient approach, which is integral to the way we do business and interact with our clients. When we apply this principle to our monitoring activities, we spend most of our time and effort on the most important and high-risk areas. Will perform the following for the City:

Members of this team previously achieved the following results for the City:

- Developed a risk-based compliance and monitoring plan that prioritizes the City's projects, determines a weight-based risk ranking, determines the cadence for monitoring visits, and identifies the requirements for monitoring visits.
- Developed a Compliance Policy & Procedure manual
- Developed security/system controls for how hardcopy and softcopy Personally Identifiable Information ("PII") were handled.
- Assisted the City in maintaining records management procedures and processes.

- Conduct a review of the City's internal controls to ensure that an effective monitoring system is in place. Provide recommendations to enhance that monitoring system if necessary
- Provide the City with effective solutions to internally monitor program performance through KPIs and critical data points (e.g., stakeholder insights, schedule, etc.)
- Provide the City the ability to actively and aggressively mitigate risks early on by designing and managing a risk identification and tracking system and process
- Provide a simple solution to index issues as they arise while maintaining proper visibility through resolution
- Provide regular communication and updates with the City's elected officials in the form of presentations and written updates
- Provide progress summaries to the City Manager and any internal work group, as determined, on a regular basis throughout the project.
- Regularly coordinate with State and Federal leaders to ensure compliance is maintained across the life of the program.

Risk Management: we will develop and maintain risk and issues tracking tools and review the potential impact to the project or program's objectives, discuss mitigation plans with target completion date, and assign ownership. These activities are critical to a robust compliance monitoring program and will enable proactive risk and issue management.

Our team has extensive experience establishing risk monitoring and management programs including risk identification, risk response, and risk monitoring. We will work with the City of Joplin to develop a risk management approach that is efficient and appropriate considering the risks inherent with each program.

Our focus in delivering the Community Revitalization Program is to define and track the right KPIs at the right time, and with the right level of granularity. Our propriety methodologies and project management tool allows A&M to accurately track critical project and program metrics such as schedule, cost, risks/issues, technical & environmental considerations, communications, and relevant information related to program compliance.

Schedule Management	Risks & Issues Management	Change Control	Contract Management
Financial/Cost Management	Resources Management	Stakeholder Management	Compliance Management

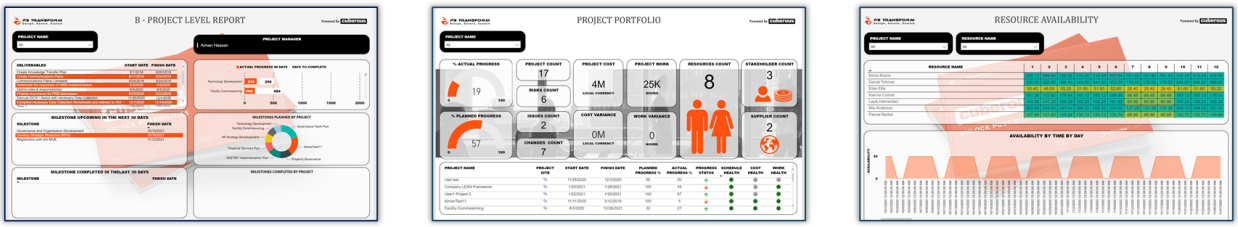


Figure 7: Sample Reporting Dashboards

Issue Management: Through our comprehensive and proactive approach to monitoring, reporting and risk management, we are well positioned to identify challenges and address items before they become issues. Our team will review the risk assessment to work proactively and identify areas of opportunity for improvement and issue management before larger issues arise. In the event that issues arise, our team is prepared to provide alternative ideas on how to deal with various issues that are specific to the City of Joplin and Missouri through our extensive knowledge and experience working there in the community.

Coordination

Our team has worked closely together previously, and our structure is one that allows us to seamlessly coordinate across projects to take a holistic approach and not operate in silos. We know that there will be many moving parts and coordination required. We will provide onsite presence to allow for coordination of grant and project compliance as needed. With the intention for the City to enter into contracts with housing development organizations to enable repairs, we acknowledge that the Home Rehabilitation and Repairs project will potentially involve a higher degree of coordination to ensure grant compliance. As described in the ‘Meetings’ and ‘Monitoring’ sections, we have a plethora of project management tools and dashboards that will provide transparency and visibility into ongoing and planned tasks such as the status of ongoing monitoring efforts, issues/risks identified, and other critical data elements including from the community housing development organizations.

Technical Assistance

Our team has provided technical assistance across the U.S for various grantees administering multiple fund sources, including for the City of Joplin. Members of the A&M Team supported the City in its disaster recovery efforts in the wake of the EF-5 tornado, which included technical assistance, community outreach & stakeholder engagement, and project monitoring across multiple years of funding, delivering upon the City’s successful administration of two CDBG-DR grants totaling $158M.

We stand ready to coordinate and provide ongoing technical assistance on all topics related to grants management and administration with DED or SLFRF as required.

Wind-down & Closeout/Audit Strategy Preparation

Our approach to the effective administration of Joplin's Community Revitalization Projects starts with designing for compliance from the outset. We will be prepared to support the City through document management, subrecipient document management, reporting, project closeout, and grant closeout. Our goal for the City is to maximize the amount of funding received and avoid any ineligible use of funds.

The team will work collaboratively with the City to develop a wind-down strategy for the JHAP and JHRP programs. During the previous wind-down phase of JHAP, the team developed a strategy that captured and processed applicants, created a waitlist for interested applicants once the number exceeded the amount agreed by the team and city, and contacted waitlisted applicants on a case-by-case basis to submit applications based on the number of successful closings and contingency. A critical element of the wind-down period was stakeholder communication to ensure a consistent and clear message to realtors, lenders and stakeholders that the process is operating on a wait-list capacity and funding is not guaranteed. We will use our previous experience and knowledge of the wind-down period from JHAP and JHRP as the foundation to refine the implementation approach in collaboration with the City to ensure appropriate communication is undertaken. Across all three projects, our team will ensure that the documentation is transferred to the City for archiving purposes.

Our team will support the following:

- Standardize document repository
- Maintain electronic records management
- Develop closeout checklists
- Conduct closeout reviews

Our team will help establish an audit schedule to make sure that all required audits are completed timely and using the proper standards. We approach audit preparation using a risk-based approach. We evaluate each activity independently based on several risk factors. The risk factors change based on the type of program and trends in audit findings, yet are used to generate an overall risk score. Then each project file is comprehensively reviewed to ensure all required records and reports are present.

5.0 COST PROPOSAL

In the pages that follow, we have presented the cost proposal as requested in the City's solicitation. We look forward to the opportunity to discuss the City's needs in greater detail and modify our approach accordingly to meet the City's needs and budget.

Estimated Fees

Department	Title/Function	Average Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
Consulting	Managing Director	$350.00	49	$17,150
Consulting	Director	$250.00	637	$159,250

Consulting	Manager	$225.00		
Consulting	Subject Matter Expert/Senior Consultant	$190.00	490	$93,100
Consulting	Senior Consultant	$185.00	441	$81,585
Consulting	Consultant	$150.00		
Consulting	Housing Supervisor	$105.00	490	$51,450
Consulting	Housing Specialist	$95.00		
Consulting	Inspector	$90.00	196	$17,640
Consulting	Environmental	$90.00	392	$35,280
Consulting	Administrative Support III	$90.00	147	$13,230
Consulting	Administrative Support II	$75.00	147	$11,025
Consulting	Administrative Support I	$55.00	980	$53,900
Total				**$533,610**

Additional positions included for ad-hoc project needs to be identified and agreed by City and A&M.

Assumptions

1. The “Total Cost” estimate provided above is based on our current understanding of the City’s desired scope of services and the availability of required City and external resources needed to complete the work as outlined in the RFP. The estimate is subject to adjustment upon confirmation of specific scope requirements between the City and A&M.
2. To meet the City’s specific needs and requirements upon commencement of the work, we anticipate the opportunity to add/remove positions and reallocate hours between levels.
3. We have based our fee on the assumption that the Community Revitalization Program will leverage existing policies, procedures, and templates. We anticipate undertaking a review and refreshment of the templates to ensure that they meet the needs of the Program.
4. For the deliverables, our team has allowed for the Day-to-Day Administration of the Down Payment Assistance Project over a 6 month period. Our involvement in the Home Rehabilitation and Repairs and the Demolition for Residential Home Construction is limited to oversight activities such as providing guidance, conducting limited reviews/compliance samples, and advising on programmatic issues.
5. For the pricing of this work, we have assumed a contract base period from November 2023 to September 2026 but anticipate that the JHAP program will conclude within a ~6 month period. The projection is based on our improved operational efficiency achieved through direct familiarity with the previous JHAP initiative. The ongoing oversight and monitoring activities for the Demolition for Residential Home Construction and Home Rehabilitation and Repairs are assumed to extend to 2025 and 2026.
6. We have assumed for the Home Rehabilitation and Repairs program, that the CHDOs will be responsible for applicant intake, applicant review and eligibility.
7. It is estimated that, during Year 1 (2024), we will have a dedicated person on-site between 20-40 hours per week (depending on the duration of the program) to provide in-person support and assistance in their application process. This level of on-site support will substantially reduce in Years 2 & 3 as the Home Down Payment and Closing Cost Assistance closes, acknowledging that the oversight / monitoring activities for the CHDO and Demolition projects will continue. We are open to discussing the on-site presence with the City and adjusting our resourcing levels and fee estimate accordingly.

8. Based on our familiarity with JHAP and the historical award averages achieved in 2014, we have estimated that successful applicants for the Home Down Payment and Closing Cost Assistance will receive an average of $30,000 per beneficiary. Based on this estimate, we anticipate a total of 100 successful applicants to meet the $3m funding allocation. We assumed an application approval rate of 65% based on previous experience. Therefore, we have assumed that we will perform approximately 150 application reviews.

Proposal Validity
This proposal is valid for 120 days.

Travel and Other Direct Costs
We assume that reasonable travel and other direct costs critical to the completion of our work with the City of Joplin will be billed to the City at cost and will be reimbursed monthly. Travel and ODCs (such as office space and office supplies) are not included in the estimate above.

6.0 ADDITIONAL CONSIDERATIONS

Local Presence

Our team is committed to maintaining a strong and active local presence within the community, which we believe is paramount for ensuring the successful administration of the grant projects. Our team has dedicated local resources that not only have the deep knowledge of the community and its programs, but have a deep personal mission to advance the City's socio-economic growth. Our team combines several local experts, including Patty Heagel, Brad Baker and John Joines. In addition to our local experts, the team will use several experienced local housing-related resources to support the successful implementation of the Community Revitalization Program. This group of local experts and resources form a critical component of the team and bring firsthand knowledge of the previous JHAP and JHRP programs.

Remote Work

Our proposed team brings together the best of both worlds – locally based resources to support the City on the ground combined with technical specialists and experts from across the US to bring best practice to life. Our team has partnered together previously and has a track record of managing asynchronous work successfully. We will employ a comprehensive strategy that includes the establishment of a shared workspace, standing touchpoints, the utilization of technology, and meticulous task planning.

- **Establishment of a shared workspace:** We will create a shared digital workspace, such as SharePoint, that is accessible to our collective team to centralize project documentation, resources, and updates. This platform will serve as a hub for both remote and onsite team members, ensuring easy access to crucial information. We are cognizant that the team will handle personally identifiable information and we will implement data security and privacy measures for this workspace.
- **Regular team touchpoints:** Regular standing internal team touchpoints will be scheduled at a defined frequency to provide share updates on progress, proactively highlight potential risks and discuss any issues as they arise in a timely manner. This ensures that the entire A&M Team remains informed and on the 'same page' regardless of their location.

- **Use of technology:** Our team is familiar with a range of technology including video conferencing, instant messaging, and collaboration tools that will facilitate real-time and asynchronous communication.
- **In-depth planning:** From the outset of this engagement, our team will consider the variety of activities required to successfully administer the program and ensure responsibilities are well-distributed. Onsite staff will be tasked with duties that require a physical presence, while remote team members will handle tasks that can be executed virtually. This division of responsibilities will prevent redundancy and maximize productivity.

Our Unique Strengths and Drive for Innovation

Our team has several differentiators and unique strengths that we will bring to the Community Revitalization Program. These are:

- **Advanced tools and technology** – A critical component to our organization structure is our use of technology enablers that will help the City of Joplin to be more efficient with time, money, and staff resource while driving accuracy in data for each infrastructure decision made, as noted with the online application portal and dashboard reporting. Additionally, our team has developed a robust and comprehensive approach to support execution of housing projects, incorporating Geographic Information System (GIS) technology and portfolio management and scheduling software to achieve optimal execution of planning and implementation milestones for each engagement workstream.
- **Ability to accelerate planning and implementation timeframes** – We bring first-hand knowledge of the significant challenges and leading practices related to delivering successful housing programs, including leveraging our previous work on JHAP Round #1 and JHRP #1 to gain maximum planning and implementation benefits for the City of Joplin.
- **Established experience and knowledge with internal and external stakeholders** – A key differentiator for our team is the deep relationships that we have established with the City of Joplin and its key stakeholders dating back to shortly after the 2011 disaster and that continues through to the present today.
- **A familiar team you know and trust** –We are proud to provide a core team that is committed to Joplin and is here to support you in achieving your goals. Further, team members from Nan McKay and other local resources who supported the JHAP #1 and JHRP #1 workstreams, will join the Team to support this important engagement.
- **Dedicated on-the-ground support** – Due to the focus on these three housing-related workstreams, should A&M be selected as your advisor for this engagement, we are committed to placing an experienced, local specialist in Joplin at a frequency and duration that is practical for the program and also cost-effective for the City.

Diversity and Inclusion

The A&M Team fully embraces diversity and inclusion as a catalyst for solving complex challenges, creating value, and fostering positive change for our clients. Our commitment to diversity and inclusion, and our teaming partners commitments, are detailed in the *1.0 Company Profile* section. We firmly believe that our professionals, with diverse backgrounds and practical experience, set us apart and enable us to provide innovative solutions.

APPENDIX: RESUMES

In the section below, you will find resumes for each of our engagement leadership and key staff. All the team members we propose to support you are seasoned and experienced from successfully operating in highly dynamic environments.

The on site percentage estimates provided below are for the leadership team of this engagement only. Case management/intake staff are ***anticipated to be on site for a significant percentage of their time*** (50+%, to be determined based on the duration of the program and the City's requirements).

Name	**Riz Shah**
Position	Engagement Partner
Degree/Education	• Bachelor of Architectural Engineering, Penn State University • Executive Degree, INSEAD
Location	Washington D.C
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	25 Years

Summary of Qualifications

For more than 20 years, Riz has been entrusted to help clients respond to unexpected crises following incredibly challenging and tragic impacts on communities and businesses. From crisis response through resilience, Riz has supported clients through the entire response and recovery lifecycle and advises clients in their immediate-, short- and long-term strategic decisions. Riz has worked with HUD CDBG-DR, FEMA PA, FHWA, FTA, EDA, and other grant programs through his support of recovery programs such as the City of Joplin, Missouri (2011 Tornado), Colorado DHSEM (2013 floods), Governor's Office of Storm Recovery New York (Hurricane Sandy), Harris County, Texas (Hurricane Harvey), Department of Economic Development, Puerto Rico (Hurricanes Maria and Irma), South Asian Earthquake Relief (2005 Earthquake) and Deutsche Bank recovery (9/11). Riz was the Engagement Partner during the City of Joplin's JHAP #1 workstream, as well as during the City's CDBG-DR Capital Plan development and implementation phases.

Riz specializes in supporting global businesses and public sector entities involved in the delivery of large and complex multi-billion dollar capital investments and programs, working side by side with project owners/operators, developers, financers/investors, corporates, government entities and international contractors that operate in the heavy infrastructure, oil and gas, transport, real estate, and industrial sectors in both the public and private sector around the globe, including the US, Europe, Asia, Africa and the Middle East, as well federal, state, local entities here in the US.

Riz holds a Bachelor of Architectural Engineering from Penn State University, an Executive Degree from INSEAD and is a member of the board of the College of Architectural Engineering. He is currently a Managing Director with Alvarez and Marsal and leads their Infrastructure practice nationally. Earlier in his career, he was a Partner with Guidehouse and PwC (2016-2019, 1999-2001), and Managing Director with Deloitte (2001-2015).

Name	**Rob Reid**
Position	Program Director

Degree/Education	• Master's in Business Administration (MBA), Duke University Fuqua School of Business • Bachelor of Science, Auburn University
Location	Atlanta, Georgia
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	15 Years

Summary of Qualifications

Rob is a Senior Director in Alvarez & Marsal's Infrastructure & Capital Projects practice and leads Alvarez & Marsal's public sector infrastructure practice. Rob has significant experience planning, managing, and monitoring Coronavirus Relief Funds, FEMA Public Assistance, HUD Community Development Block Grant – Disaster Recovery (CDBG-DR), and FHWA Emergency Relief funds. Most recently, Rob has worked with multiple communities around the country in the preparation of broadband master plans and implementation roadmaps. Rob has worked with over 30 state and local governments and recipients of federal funding in response to COVID-19. He has worked with grantees and subrecipients as well as the U.S. Department of Treasury, FEMA, HUD, and DHS personnel in planning, implementing, administering, and monitoring recovery funds. Rob has worked with federal fund grantees across the nation including in Colorado, Utah, Texas, Puerto Rico, Missouri, New York, Louisiana, Ohio, New Jersey, Alaska, California, Oregon, South Dakota, Michigan, Massachusetts, New Hampshire, Rhode Island, South Carolina, Arizona, Nevada, Oklahoma, Illinois, and others. Rob was previously involved in the City of Joplin's CDBG-DR Capital Plan development and implementation phases.

Relevant Experience

- For the City of Joplin, Rob served as the project manager supporting the City in recovery and resilience efforts after the devastating EF-5 tornado that impacted Joplin. Rob conducted capital planning efforts, oversaw the management of infrastructure, housing, and economic development projects, reported to the City Staff and City Council, and conducted monitoring efforts.
- For the Colorado Division of Homeland Security & Emergency Management (DHSEM), Rob led many of the State's applicant assistance efforts in the administration of the FEMA PA program in response to the 2013 Floods. Rob's team collaborated with federal, state, and local entities in interpreting policy guidelines, disaster specific guidance, and in reaching consensus in alternative solutions to complex eligibility issues that satisfy regulations. In this capacity, Rob worked closely with applicants, providing technical assistance and guidance throughout Project Worksheet (PW) creation, Requests for Reimbursement, and project closeout, as well as providing strategic guidance to the State in critical policy decisions.
- For multiple healthcare PNPs and subrecipients across the U.S., Rob oversaw the planning and management of federal funds related to COVID-19 including Coronavirus Relief Funds, FEMA Public Assistance, and Provider Relief Funds. Rob's teams provided subject matter expertise, regulatory guidance, and project management. Subsequently, Rob led the monitoring and oversight of expended and planned grant funds including the development of monitoring plans, conducting risk assessments, and conducting monitoring activities.
- For the State of South Dakota, Rob led a team tasked with end-to-end administration of the State's CRF grants including interpreting state policy into program guidelines, providing training for potential applicants, standing up and overseeing application review teams, providing strategic advice, and conducting monitoring efforts.

- For the State of Arizona, Rob led a team to document and submit Project Worksheets for FEMA's Public Assistance program. Rob's team was charged with working across multiple state agencies and local governments to gather expenses, prepare Project Worksheets, and monitor transactions.
- For Cook County, Illinois, Rob led a team providing grant management services for CRF, FEMA PA, and ERAP funds. Rob's team was responsible for developing funding strategies, confirming compliance with federal regulations, providing program and project management support, and conducting grant monitoring activities.
- For Harris County, TX, Rob served as the project manager assisting Harris County with the strategy, planning, execution, compliance, and procurement of over $1.5B of disaster recovery and grants management in response to Hurricane Harvey. His team managed all grant funding sources including FEMA PA, HUD CDBG-DR, FHWA, FEMA HMGP, and others. Rob's team provided guidance to several departments within the County including the Community Services Department, Engineering Department, Purchasing Office, Auditors Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department. Rob's team conducted several compliance monitoring activities for various funding sources.
- For the New York Governor's Office of Storm Recovery, Rob assisted New York State Governor's Office of Storm Recovery to assess GOSR's vendor management and oversight processes.
- For the Centers for Disease Control and Prevention (CDC), Rob implemented enterprise risk management best practices and oversaw daily risk management of first responders to public health emergencies across the globe. Rob's teams conducted risk assessments on multiple centers and advised on risk management for emergency response activities.

Name	**Catherine Ures**
Position	Housing SME
Degree/Education	• University of Southern California | Los Angeles, CA Master of Public Administration • University of Southern California | Los Angeles, CA Bachelor of Arts, Urban Planning & Community Development
Location	San Diego, California
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	20 Years
Summary of Qualifications	
With more than two (2) decades of professional experience in community redevelopment, recovery, and strategic planning, Catherine Ures is a Vice President, Professional Services at NMA, and has the unique qualifications of having worked in a management capacity in both the public and private sectors. Her public service encompasses over a decade in California municipal government in both the affordable housing and redevelopment fields. Her time in the private sector has focused on serving federal, state, and local entities with strategic planning, urban design, grants management, disaster recovery, HUD program management, FEMA program management, federal procurement, monitoring & compliance, and training.	
Relevant Experience	
Project: State of South Carolina | Role: Executive Sponsor | 2021 to Present	

- Administered $515M of ERA 1 and ERA 2 funding on behalf of the State of South Carolina for the operation of the SC Stay Plus Emergency Rental Assistance Program (ERAP)
- Oversaw team that provided the business requirements for the development of a custom application portal and program management system, including workflow and document management
- Provided oversight to teams of over 200 staff providing end-to-end application processing, call center, and payment requests
- Provided technical assistance to the State and units of general local government on ERAP compliance
- Implemented NMA's proprietary technology platform for the ERAP program, which automates all intake, eligibility, and payment file creation for the disbursement of program funds and all programmatic reporting
- Oversaw the development and buildout of a custom bulk utilities module for the distribution of utilities funding to utility providers

Project: State of New Jersey | Role: Executive Sponsor | 2021 to Present

- Provided leadership for the development, administration, and implementation of the State of New Jersey's coronavirus relief funding (CRF) emergency rental assistance program (CVERAP-1 and CVERAP-2); total disbursement for this project has now reached nearly $1 billion
- Implemented our ERAP technology solution for CVERAP-1, administering $90M in ERAP funding and processing 47,999 applications
- Continued to leverage the NMA portal for CVERAP-2 and disbursed $132M in 5 months, with over 25,730 eligibility determinations made
- For all COVID grant funding sources and State of New Jersey programs listed below, the NMA team provides strategic policy guidance, technical assistance, training, and full-service operations and call center services

Project: Harris County, Texas | Role: Program Director | 2017 to Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of nonprofit partners to act as program administrators for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program.

Project: City of Joplin | Role: Program Director | 2017 to 2021

- Catherine and her team were engaged to develop a robust monitoring and compliance program for all disaster-related housing and infrastructure projects and programs. Catherine led the team through frequent HUD audits, oversaw updates to the Joplin CDBG-DR compliance manual, and managed technical assistance and training staff who created and provided trainings to grantee and subrecipient staff/contractors.

Name	**Natham Paufve**
Position	Home Down Payment & Closing Cost Assistance Lead

Degree/Education	• University of Chicago, Chicago, IL, Master of Arts, Public Policy • North Central College, Naperville, IL, Bachelor of Arts, Psychology
Location	Estero, Florida
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	14 Years

Summary of Qualifications

Nathan Paufve is the Deputy Director of Consulting at NMA with expertise in program design and implementation, strategic planning, grants management and administration, regulatory compliance and monitoring, risk assessment and internal controls, program and project management, process improvement, workflow mapping and design, and measuring performance. He specializes in working collaboratively with federal, state, and local entities to develop and implement grant funded programs that address strategic disaster recovery, resiliency, social vulnerability, housing, and economic development.

Relevant Experience

Project: State of South Carolina CDBG-CV | Role: Project Manager | January 2021 to Present

- Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:
  - Developed online application portal for competitive and non-competitive CDBG-CV Round 1 funding for Public Services and Public Facilities and Improvements programs.
  - Provided oversight to the application review team and assistance in the review, approval, or denial of all funding requests.
  - Provided technical assistance to the State and units of general local government on CDBG-CV compliance.
  - Established policies, procedures, and documentation for the end-to-end grants management process.
  - Developed reporting and documentation processes in accordance with federal funding requirements.

Project: State of South Carolina CRF | Role: Consulting Manager | June 2020 to January 2020

- Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:
  - Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
  - Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
  - Established policies, procedures, and documentation for the end-to-end grants management process.
  - Developed reporting and documentation processes in accordance with federal funding requirements.
  - Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.

- Provided oversight to the intake team and assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.

Project: Harris County, Texas COVID | Role: Consulting Manager | June 2020 to Present

- Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:
  - Provided legislative analyses, technical assistance, and program development.
  - Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
  - Established compliance and monitoring structures for both the Small Business Relief Program, the Direct Assistance Program, and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.

Project: City of Joplin, MO | Role: Senior Consultant | April 2017 to January 2018

- Developed a robust monitoring and compliance program for all disaster-related housing and infrastructure projects for the City of Joplin:
  - Developed a risk-based monitoring plan, managed monitoring staff, executed program compliance monitoring reviews, facilitated project and grant closeout activities.
  - Oversaw updates to the Joplin CDBG-DR Compliance Manual and established project and program record keeping and document management protocols.
  - Managed technical assistance and training staff who created and provided training and technical assistance to grantee and subrecipient staff and contractors.

Name	**Jacqueline Stout**
Position	Home Rehabilitation & Repairs Lead
Degree/Education	• University of Illinois at Chicago | Chicago, IL Bachelor of Arts, Political Science
Location	Philadelphia, PA
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	9 Years

Summary of Qualifications

As a senior consultant at NMA, Jacqueline Stout specializes in collaborating with clients to develop and implement improved operational processes and ensure client compliance with local, state, and federal regulations. Her primary expertise is in federal procurement and regulatory compliance, disaster recovery grants management, policy analysis and development, strategic planning, and development of program guidelines and standard operating procedures.

Relevant Experience

Project: Grant Assessment, Strategy Formulation and Maximization of CARES Act funding for State of South Carolina | Role: Subject Matter Expert | June 2020 to Present

- Identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Establish the policies, procedures, and documentation for the end-to end grants management process.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: COVID-19 Support Services for Cook County, IL | Role: Associate II | May 2020 to Present

- Review, analysis, and recommendation of best practices for Cook County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: COVID-19 Support Services for Tarrant County, TX | Role: Associate II | May 2020 to Present

- Review, analysis, and recommendation of best practices for Tarrant County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: Rapid Assessment of Internal Policies and Procedures for COVID-19 Response for City of Albuquerque, NM | Role: Associate II | April 2020 to Present

- Evaluate current policies and procedures and recommend overall best practices to ensure compliance with requirements of various federal funding sources.

Project: Hurricane Harvey FEMA-PA & Other Grant Administration for Harris County, TX | Role: Associate II | June 2018 to Present

- Overall grants management and program administration of HUD CDBG-DR, FEMA Public Assistance, and other funding sources.
- Procurement guidance and training, development of guidelines and standard operating procedures, oversight and regulatory compliance, project and grant closeout activities, stakeholder and public outreach activities, and providing technical assistance and training on federal regulatory compliance.

Project: Professional Administrative Support Services for City of Joplin CDBG-DR | Role: Consultant | March 2018 to September 2018

- Provided program administration, developed updated policies and procedures, performed risk assessment, identified technical, financial, and regulatory risks, assisted with HUD and other State audit visits, performed regular compliance reviews of CDBG-DR funded projects assessment, and developed written and verbal briefings on CDBG-DR compliance related issues, and providing training to City staff and vendors on CDBG-DR compliance.

Name	Belinda Kilian
Position	Demolition for Residential Home Construction Lead
Degree/Education	• Bachelor of Commerce, University of Auckland • Bachelor of Property, University of Auckland

Location	New York, New York
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	5 Years

Summary of Qualifications

Belinda is a Senior Associate in A&M's Infrastructure and Capital Projects Practice. With five years' experience, she has worked with a variety of public and private entities to support the planning, procurement, and execution of projects across water, energy, real estate, transportation, and education sectors.

Relevant Experience

- City of Joplin, Missouri – Belinda has supported the City's broadband deployment efforts by developing content for City Council briefings.
- Cost Review – Belinda reviewed contractual documentation to identify $1.3M in potential cost recovery items for the client.
- Contractual Review and Stakeholder Engagement – Belinda conducted a series of workshops with stakeholders to support the determination of appropriate customer levels of service for the refranchising of Melbourne's train and tram operations.
- Cost Review – Belinda supported the analysis of construction costs in the residential sector to develop a range of strategic and commercial options to mitigate the escalating costs and alleviate supply constraints.
- Risk Assessment – Conducted a review of Project Management Plans and facilitated stakeholder walkthroughs of a $600M wastewater treatment plant to determine the effectiveness of project controls in place.
- Governance Structures – Developed portfolio and governance structures for the Ministry's $1.5B infrastructure assets, encompassing over 2,100 schools.
- Risk Review – Belinda supported the review of key commercial and implementation risks associated with the introduction of a statewide public ticketing system.
- Supply Chain Review – Belinda supported the review of New Zealand's national electric power grid supply chain to identify opportunities for improvement and align with industry best practice.
- Project Management – Belinda was involved in the redevelopment of an inner-city high rise commercial building into luxury apartments, responsible for the resolution of RFIs, assessing change orders, preparing monthly progress reporting and chairing weekly project team meetings.

Name	**Brad Baker**
Position	Bank Liaison
Degree/Education	• Master's in Business Administration (MBA), Chaminade University of Honolulu • Bachelor of Business Administration, University of Hawaii
Location	Joplin, MO
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	35 Years

Summary of Qualifications

Brad recently retired from U.S. Bank where he was a Business Banker for 13 years based in Joplin, MO. Brad was actively engaged with Joplin, MO and surrounding communities for business banking needs. Brad worked in the banking community to find the best lending solutions for customers which included government supported programs such as the Economic Injury Disaster Loans (EIDL), Paycheck Protection Program (PPP) and USDA FSA farm loans.

Prior to banking, Brad was a practicing CPA who provided auditing, accounting, tax and financial consulting services for 12 years with CPA firms in the Joplin, MO region as well as the then Big 8 firms of Touche Ross & Company and Ernst & Whinney in Honolulu, HI. Audits included Government Auditing Standards Yellow Book audits of federal grants programs for several clients.

Brad has had extensive business and community engagement since returning from Hawaii in 2000 being active with many of the area Chambers of Commerce. Although Brad lived in Hawaii during his college and early career years, he grew up in Webb City, MO and has worked and served with several organizations in the Joplin, MO region. Some of the Joplin, MO area boards he has served on are listed below.

- Jasper County Industrial Development Authority – President
- Community Support Services of MO – Treasurer
- Workforce Investment Board of SW MO – Past Chair and Treasurer

Relevant Experience

- Business Banker actively engaged in the Joplin, MO area banking community since 2010.
- PPP Loan & Loan Forgiveness Specialist for U.S. Bank who assisted in managing and processing the SBA Paycheck Protection Program for 1st and 2nd draw loans and loan forgiveness. Brad was recognized as a subject matter expert for addressing issues and details of the PPP Loan & Loan Forgiveness programs for the bank.
- Participated with the Joplin Area Chamber of Commerce for the Joplin Recovery Projects CDBG grant funding for the purchase and renovation of the Advanced Training & Technology Center (ATTC) as the bank lender working with the City of Joplin and contractors managing these projects.

Name	**Patricia (Patty) Heagel**
Position	Strategic Advisor
Degree/Education	• BA, Briar Cliff University, Major in Sociology with emphasis in Community Organization
Location	Joplin, MO
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	40 Years

Summary of Qualifications

Patty is a seasoned and well-respected professional with over 40 years of varied experiences in community and economic development in local governments. Patty has extensive experience planning, managing, executing, and monitoring efforts in promoting overall community vitality. As part of those efforts, Patty has worked with HUD Community Block Grant (CDBG) funding including disaster recovery, HUD HOME and Emergency Shelter funding, federal and state housing initiatives, neighborhood revitalization, and citizen empowerment. Most recently, Patty has assisted in prioritizing the use of COVID-19 federal funding and EDA programs. Patty's role

in local government leadership includes overseeing Housing Assistance Programs, Code Enforcement, Neighborhood Services, Commercial and Industrial Development projects, Historic Preservation, Downtown Revitalization, Broadband initiatives and physical infrastructure planning and implementation. Patty has received a Certified Economic Developer (CEcD) designation through the International Economic Development Council (IEDC). She received certification as an Economic Development Finance Professional (EDFP) through the National Development Council.

Relevant Experience

- For Neighborhood Redevelopment efforts in Sioux City, Iowa, Patty assisted with establishing five neighborhood improvement areas that required empowerment by the citizenry in defining needs. Using HUD CDBG guidelines, wholistic plans were defined and executed for infrastructure improvements, open space park development, underground utility placement, tree planting, demolition of deteriorated structures and integrated rehabilitation of housing units needing of upgrading to code and safety standards.
- In order to accomplish the goals in Neighborhood Redevelopment efforts, Patty solicited the help from urban renewal and community development staff, the City's finance staff, code enforcement, public works, parks and recreation and general City administration as well ensuring that the City entities were complying with federal requirements. Community efforts were recognized by the State if Iowa.
- For further emphasis on the growth and vitality of the Sioux City region encouraging job growth was facilitated with the State of Iowa to ensure job opportunities for disadvantaged citizens. Patty facilitated job growth that met the State of Iowa's minimum wage requirements and the development of shovel-ready sites for the community's industrial growth. Much of the accomplishments occurred after Patty was appointed as the first director of the City of Sioux City's Economic Development Department. As part of the efforts, Patty encouraged participation in EPA's Brownfield Assessment Program which assisted with redefining areas for new industrial and commercial growth. This led to the community receiving a Phoenix Award from the EPA.
- For Joplin, MO, Patty followed the devasting EF-5 tornado that tore the City apart. While witnessing the first-hand gutting of the community, Patty also followed the immediate aftermath. Through a church affiliation Patty assessed physical and human damage to the City. While Patty followed aftermath responses, she targeted HUD's two-tier Disaster Recovery funding sources through CDBG in the amount of $160 million and offered her assistance.
- From her previous experience with HUD CDBG and other programming, she assisted in recovery with other City of Joplin staff and vetted consultants. The projects and funding approved by City Council and uplifted by HUD resulted in projects that covered new housing program opportunities, new early childhood development opportunities, infrastructure rehabilitation and redevelopment opportunities, workforce training, shovel-ready industrial sites, neighborhood open space, and improvement of downtown and other corridors affected by the disaster to encourage redevelopment.
- For one of the most successful incentives in Joplin, Patty assisted with the development of the Joplin Housing Assistance Program (JHAP) which incentivized the re-establishment of housing in the disaster's core which, in turn, promoted former residents, first-time homebuyers and others to invest in the area. This resulted in nearly 600 homes being rebuilt in the disaster area.
- The total list of successfully executed projects is exhaustive and represents creative solutions, stakeholder buy-in, and grant compliance. HUD's Kansas City Regional Office

recognized the City's exemplary and best practices on numerous occasions. At the request of HUD, many of our efforts and program developments were shared with other entities throughout the country, including the JHAP Program.

Name	John Joines
Position	Community Housing Development Liaison
Degree/Education	• Bachelor of Science in Business Administration/Marketing Management • Numerous Continuing Education Courses
Location	Joplin, MO
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	40 Years

Summary of Qualifications

Retired from full-time employment effective March 31, 2023, John is currently assisting in special projects for Economic Security Corporation of Southwest Area (ESC), working with area not-for-profits and for-profits organizations, housing authorities, and units of local and state governments. John had the privilege of spending the past 25 years of my employment as ESC's Chief Executive Officer where he was responsible for the overall management and growth of the agency. Prior to this, John spent nearly 25 years with Tri-State Motor Transit Co. Inc. (TSMT) of Joplin, Missouri where he served as vice President of Sales and Marketing, and General Manager. In 2005, John was one of three Missouri citizens to have had the Official Manual, State of Missouri dedicated in their honor.

- Grew ESC from $6 million in funding to over $25 million per year, providing assistance for hundreds of thousands of southwest Missouri individuals and families.
- Increased the Agency's workforce to nearly 400 employees in Barton, Jasper, Newton and McDonald counties in southwest Missouri, while administering over 40+ different programs to assist low-income wage earners to achieve greater financial independence.
- Developed over 200 housing units of single family, multi-family and apartment complexes; partnered with legislators and other funding sources to provide home improvements within numerous communities across southwest Missouri.
- Traveled across the U.S. providing trainings to not-for profits dealing with natural disasters and that I have assisted with their recovery planning efforts
- Serve on numerous Foundations, Committees, and Boards including the Missouri Governor's Blue Ribbon Committees.
- Located, purchased, and financed the properties for the seven families that received homes in conjunction with the Extreme Makeover episode.
- Served multiple terms as Carthage City Councilman and Mayor Pro-Tem.

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

Exhibit E

Guidehouse
Outwit Complexity

City of Joplin – City Hall
Planning, Development, and Neighborhood Services
Request for Proposal # 2023-RFP-12

Administrative Services of the Community Revitalization Program

Proposal

October 20, 2023

Provided to:

City of Joplin – City Hall
Holly Stone
Neighborhood Services Project Manager
Planning, Development, and Neighborhood Services
602 S Main Street, Joplin, MO 64801
Telephone 417-624-0820 Ext. 1556
hstone@joplinmo.org

Provided by:

Guidehouse Inc.
Kajal Patel
Partner
685 3rd Ave 14th floor,
New York, NY 10017
Telephone 732-589-0890
kpatel@guidehouse.com

Taxpayer Identification Number (TIN): 36-4094854
SAM Unique Entity ID: N9NJK877QJK9
Commercial and Government Entity (CAGE) Code: 1HLR9

This proposal includes data that is proprietary and confidential to Guidehouse and shall not be disclosed outside the recipient's organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of, or in connection with, the submission of these data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in specified pages/sheets herein.

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.

Submission of this proposal by **GUIDEHOUSE INC.**, a Delaware corporation, or any of its affiliates (the "***Consultant***"), is not an indication of Consultant's willingness to be bound by all of the terms presented in the **CITY OF JOPLIN** (the "***City***") Request for Proposal (#2023-RFP-12), pertaining to Administrative Services of the Community Revitalization Program (the "***RFP***"). This proposal in response to the City's RFP does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by the Consultant is contingent upon successful completion of Consultant's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory vendor contract including (i) modifications to certain RFP terms and conditions and (ii) our standard terms and conditions and fees and billing rates established therein.

Given our past history of successfully negotiating mutually agreeable terms with similar State and Local entities, we do not anticipate any difficulty in reaching a contractual agreement (the "***Agreement***") that will enable us to provide the professional services which you are requesting, while protecting the interests of both parties. Notwithstanding any terms to the contrary contained in (a) the RFP, (b) the General Terms and Conditions, and (c) any other agreements or documents ancillary to the RFP and incorporated by reference therein, Consultant kindly requests that City consider the following additions to the Agreement:

Limitation on Liability: Notwithstanding the terms of any other provision, the total liability of Consultant and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of the Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Consultant under the applicable statement of work in the preceding twelve (12) months. Neither Consultant nor City shall in any event be liable for any indirect, consequential or punitive damages, even if City or Consultant have been advised of the possibility of such damages.

Consulting Services Disclaimer: Consultant will not audit any financial statements or perform any attest procedures in the course of performing the services under the Agreement. Consultant's services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. Consultant is not a professional accounting firm and does not practice accounting. Consultant's services will not include legal, engineering or architectural advice or services.

Standard of Care and Performance: Consultant agrees that the services provided for under the Agreement will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the services, Consultant and its personnel shall exercise reasonable care. Consultant cannot guarantee or assure the achievement of any particular performance objective, nor can Consultant guarantee or assure any particular outcome for City or any other person as a result of the Agreement or the performance of the services contemplated thereunder. If, during the performance of the services, or within one (1) year following completion of the Agreement, such services will prove to be faulty or defective by reason of a failure to meet such standards, Consultant agrees that upon prompt written notification from City prior to the expiration of the

one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the services will be redone at no cost to City up to a maximum amount equivalent to the cost of the services rendered under the Agreement. The foregoing will constitute Consultant's sole warranty with respect to the accuracy or completeness of the services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

Intellectual Property: Upon full payment of all amounts due Consultant in connection with the Agreement, all rights, title and interest in any information and items, including summaries, documents, reports and portions thereof Consultant provides to City (collectively, the "***Consultant Deliverables***") will become City's sole and exclusive property for its internal business purposes and uses pursuant to the scope set forth in the applicable statement of work, subject to the exceptions set forth hereafter. Consultant shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the services (collectively, the "***Consultant Property***"). To the extent the Consultant Deliverables contain any Consultant Property; City shall be granted a non-exclusive, non-assignable, royalty-free license to use such Consultant Property solely in connection with the subject of the Agreement.

Acceptance: Receipt of a deliverable occurs when the deliverable is provided to City. Receipt of services is deemed to occur when City receives an invoice from Consultant for those services. Absent written notification of non-acceptance from City within five (5) business days of receipt, deliverables and services will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such deliverable or service has been deemed unacceptable. If the notice of non-acceptance is not sufficiently detailed to allow Consultant to determine why such deliverable or service is unacceptable, Consultant may request in writing that City provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such deliverable or service by City. Within fifteen (15) days of receipt of City notice, Consultant shall, at its option, either correct the problems in such deliverable or service or present City with a plan to fix such problems within a reasonable period of time under the circumstances. The deliverable or service shall be deemed accepted by City after comments have been incorporated and the deliverable or service re-submitted. Acceptance by City shall not be unreasonably withheld or delayed.

Guidehouse
Outwit Complexity

October 20, 2023

Holly Stone
City of Joplin – City Hall
Planning, Development, and Neighborhood Services
602 S Main Street, Joplin, MO 64801

Subject: Request for Proposal # 2023-RFP-12 | Administrative Services of the Community Revitalization Program | Proposal

Dear Ms. Holly Stone:

Guidehouse Inc. (Guidehouse) is pleased to submit to City of Joplin our proposal to help Administrative Services of the Community Revitalization Program. Our response is comprised of a Technical Proposal (Volume I) and a Price Proposal (Volume II). We are excited about this work and the opportunity to build on the successes of the JHAP down payment assistance and JHRP programs, and excited to provide oversight and guidance as it relates to the Demolition program. We believe our team is uniquely positioned to support you for the following reasons.

We know Joplin and have a proven track record working with the City. Since April 2017, Guidehouse and our teaming partner Viriya have worked closely with City of Joplin staff, engineering consultants and various sub-recipients on the administration of their CDBG-DR HUD funding and provided technical assistance, trainings, procurement oversight, construction management, construction monitoring, and oversight for both rounds of the CDBG- DR funding. More recently, we have assisted City leadership to navigate the new federal funding opportunities through the American Rescue Plan Act (ARPA) and the Bipartisan Infrastructure Law (BIL). Team Guidehouse has worked closely with a range of City departments and developed an understanding of City structure and processes. This short learning curve will be crucial for an efficient and successful stand-up and implementation of all 3 programs as outlined in the RFP in order to meet the target to successfully implement and close all programs prior to the ARPA period of performance deadline of September 30, 2026.

Guidehouse has the necessary subject matter expertise across all the various regulatory requirements related to housing programs and ARPA and SLFRF funding. Guidehouse is currently working with state and local housing and homelessness agencies across the U.S., helping them adapt to new challenges, design and operate complex programs, and maximize the impact of scarce resources through innovation and creativity. This includes structuring and implementing programs supported by ARPA and SLFRF. Our team combines strength in grants management expertise, leveraging our Center for Excellence, with a team that brings practitioner level housing experience. One of Guidehouse's key differentiators is that we have a dedicated Housing & Community

Solutions practice group, with deep subject matter experts in an array of housing practice areas. Our team includes nationally recognized housing leaders— including people with deep public-sector experience who have dedicated their careers to housing solutions and have worked with and inside some of the most effective housing agencies in the country. We have worked at the federal, state, and local levels and understand a wide range of housing programs, funding sources, and structures. We also understand the importance and challenges of engaging diverse stakeholders, building trust, developing buy-in, and producing strategies that are aligned with community goals and positioned for success.

Guidehouse appreciates the opportunity to be considered for this important project and if selected, will provide the City with a team of on-site and virtual professionals committed to your success. If you have any questions about our response, please contact Dami Kehinde at (202) 258-6313 (dkehinde@guidehouse.com), Gaurav Menon at (267) 879-9730 (gmenon@guidehouse.com), Kajal Patel at (732) 589 0890 (kpatel@guidehouse.com) James Schallmo at (202) 973- 3227 (james.schallmo@guidehouse.com).

Sincerely,

Kajal Patel

Partner

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1.0 Company Profile

Guidehouse is a leading management consulting firm with 40 locations across the United States. We have partnered with Viriya Consulting, as part of our local on-site team in Joplin, Missouri. We have a dedicated team that is focused on Grants management as well as a Housing and Community Solutions subject-matter team that has significant experience working across the field of housing policy in a variety of contexts. Our work focuses on program design and implementation, grants management, technology solutions, housing data and geospatial analysis, economic development and knowledge and experience in an array of funding programs. Our team has decades of experience helping housing agencies apply creativity, innovation, and data to their work, enabling them to be more effective. A number of our resources are currently successfully engaged and working in Joplin on the ARPA related funding. To date we have assisted the City in obtaining over $80 million in ARPA and other Federal funding needed to assist with the City's unfunded Capital project list. Overall, Guidehouse has supported management of Federal funding related to the pandemic and more than $353M for grants including ARPA, CARES, SLFRF funding for 59 states and local governments.

Our housing work is based on several key principles:

- Our understanding of and focus on the City of Joplin's long-term housing and economic development needs. We understand the systemic constraints to homeownership and the need for increased access especially for low-income households, and the significance of homeownership for building intergenerational wealth and how this builds on the economic development goals in the City of Joplin.
- Experience working with the State of Missouri Department of Economic Development (DED), where we assisted in drafting policies and providing trainings to their subrecipients and internal staff on CDBG-DR and MIT policies.
- Experience in providing program design, implementation, monitoring, compliance and oversight of complex housing programs.
- Proven track record in the financial management, procurement oversight and compliance requirements related to oversight of home-ownership, rehabilitation and demolition projects in Joplin and with other State and local government clients/partners.
- Deep experience with DED and ARPA related funding programs and ability to execute the required programs quickly with the view of a compliant close-out in mind.
- Ability to think outside the box and advice on technology needs, accessibility of programs and a robust experience in stakeholder engagement and management.

Summary of Proposed Resources

The Project Delivery Team will be comprised of the experienced individuals listed below. This team will leverage their diverse experiences and engage subject matter experts to deliver the most effective solution to the City of Joplin. The Project Delivery Team resumes are listed in section 1.1 of this Technical Proposal.

Name	Role	Onsite %
Kajal Patel	Engagement Partner	0%

Dami Kehinde	Engagement Lead	As needed
Emily Smith	Project Manager	50%
Seth Spencer	Project Manager	100%
Portia Egan	JHAP Lead	50%
Kiley Fitzgerald	JHRP Lead	50%
Rasheeda Jordan	Demolition Lead	50%
Cassidy Wagner	Program Support	50%
Gaurav Menon	Subject Matter Expert	0%
Laura Slutsky	Subject Matter Expert	0%
Patty Heagel	Subject Matter Expert	100%

1.1 Team Resumes

Name	**Kajal Patel**
Proposed Position	Engagement Partner
Geographic Location	New York, NY
Onsite Presence	0%
Degree/Education	• Master of Public Administration, Columbia University • Bachelor of Science in Civil and Environmental Engineering, Rutgers, the State University of New Jersey
Years of Related Experience	12

Summary of Qualifications

Kajal Patel is the leader of Guidehouse's Disaster Recovery and Resilience practice. Kajal has a deep industry knowledge of federal disaster recovery grant programs, including programs funded through the American Rescue Plan and CARES Acts, CDBG-CV, CDBG-DR, FEMA PA, FHWA-ER, and FEMA HMGP. Kajal primarily supports state and local governments in the full life cycle of administering these grant programs, from program design to closeout. Kajal worked with state and local government agencies in South Carolina, Texas, New York, Louisiana, Colorado, Illinois, and Missouri with the development and execution of their grant administration programs, long-term recovery strategy development and implementation, monitoring and compliance, and readiness for project and program closeouts.

Relevant Experience

State of South Carolina

- Leads a team serving as the grant management officers in the administration of the SLFRF, CDBG-CV, CRF, ERAP, HAF, and CDC ELC grant program funds at the State. The team provides guidance on eligibility, reporting requirements, and overall grant program compliance.

New York State Governor's Office of Storm Recovery (GOSR)

- Managed a workstream to provide quality control and quality assurance over the CDBG-DR Construction Program in the Housing Department. This workstream

Name	Kajal Patel

includes reviewing all procurements, change orders, invoices, and small business and M/WBE contractor utilization. Kajal's team conducted regular monitoring and compliance reviews of the Construction Program activity to ensure activities conducted are in compliance with program policies and procedures, and eligible per the federal grant requirements.

Harris County, TX, Hurricane Harvey Disaster Recovery Program Administration

- Managed various workstreams related to the disaster recovery strategy development, program management, and project execution following the effects of Hurricane Harvey, including construction project management and delivery, financial reconciliations, and grant monitoring and compliance. Guidehouse provided the county with infrastructure program and grant management services for various federal grant programs, including FEMA-PA, CDBG-DR, and FHWA, valued at over $1B at the time.

City of Joplin, MO, HUD CDBG-DR Program Administration

- Served as project manager for the administration of over $150M in CDBG-DR grant funding. Kajal provided project management oversight services through the development of HUD partial action plan approvals, environmental assessments, procurement of engineering firms and contractors, oversight of construction activity, and grant closeout activities while establishing processes and controls to monitor grant compliance and effectively manage cost and schedule risks.

Harris Health System, Hurricane Harvey FEMA PA and COVID-19 Provider Relief Fund

- Leads the FEMA Public Assistance program administration efforts for their COVID-19 and Hurricane Harvey recovery projects. Kajal works with the System, FEMA, and the Texas Department of Emergency Management to identify and document eligible damages, develop, and review cost and scope documentation, organize documents on the FEMA Grants Portal, and process requests for reimbursements to obtain payment for eligible claims. Kajal is also coordinating the FEMA PA closeout activities for the Hurricane Harvey disaster.

Name	Dami Kehinde
Proposed Position	Engagement Lead
Geographic Location	Arlington, VA
Onsite Presence	Onsite as needed
Certifications	• Project Management Professional (PMP) • Certified Scrum Master (CSM)
Degree/Education	• Master of City and Regional Planning with focus in Transportation Planning, Morgan State University

Name	Dami Kehinde
	• Bachelor of Architecture, Howard University
Years of Related Experience	17

Summary of Qualifications

Dami has experience in lead-based remediation, stakeholder management, CDBG-DR Action Plan Development, CDBG-DR contractor training, Prevailing Wage and contractor compliance monitoring and training, FEMA PA grants portal, FEMA PA project formulation, compliance and monitoring. She also has deep experience in program and project management, strategic planning, grants management, stakeholder analysis and outreach, budget planning and evaluation, risk analysis, compliance and monitoring, training, capital planning and data analysis for large and complex projects.

Relevant Experience

City of Joplin, MO, ARPA/BIL Funding

- Working with the City of Joplin to identify ARPA/BIL funding opportunities that will help to maximize federal grant opportunities that best supports the City's housing, recreational, infrastructure and economic needs. We are working to map their unfunded projects to ARPA/BIL funding sources, while prioritizing and assessing eligibility requirements related to all these grants. As a part of this work, we are coordinating with various City Departments, External Stakeholders and providing programmatic statuses updates to City Council members.

New York State Emergency Rental Assistance Program

- Acting as an Operations Director with a team of 1,500 operational resources for a State Emergency Rental Assistance Program, the Operations team is responsible for reviewing applications, appeals and denials. Also worked on establishing the SOPs related to the policies and procedures related to accurately and efficiently disbursing all the allocated Federal dollars to residents to help prevent or avoid homelessness. Established communication protocols with the housing specialists, residents, landlords and call centers to ensure consistency in messaging policy and streamlined procedures. As of October 2022, $3B in ERAP assistance has been paid which has helped provide housing support/stability to over 200,000 families.

State of Missouri Department of Economic Development, CDBG-DR & CDBG MIT

- Acting as a CDBG-DR and CDBG-MIT SME and assisting with the development of policy and procedures for six (6) of their core programs developed as part of their disaster recovery efforts related to their most recent flooding events. She is also working with the team to develop and host internal department trainings as well as external trainings with all of their sub-recipients.

Pennsylvania Department of Human Services (DHS) Emergency Rental Assistance Program

Name	Dami Kehinde

- Served as an Operations Subject Matter Expert (SME) and provided feedback to the client on operational efficiencies, ways to streamline the application processing and provided feedback on how to address ERA 1 and ERA 2 funds.

FEMA Category B Project Streamlined Applications

- For multiple Guidehouse clients, Dami managed the development and submission of FEMA Category B Project Streamlined Applications in response to COVID-19 providing subject matter expertise, regulatory guidance to several health systems in the Mid-West, as well as City and State Local Governments, some of which include the City of Detroit, City of Joplin and Wayne County.

CDBG-CV Grant Administration

- Worked for a State client with the Grant Administration efforts related to their CDBG-CV allocation. Some of the activities include Action Plan amendments, overseeing the public comment phase, program design and implementation as well as updating their existing policies and procedures to address duplication of benefits, internal audit controls, and overall monitoring and compliance. Dami has worked with these entities to help maximize Federal funding that has been made available through the CARES Act. She has also assisted with a number of Federal and CARES Act grant applications to help her clients address their increased Public Health, economic and municipal needs.

New York Governor's Office of Storm Recovery

- Served as the Project Manager overseeing grants management and close-out processes, SOPs, trainings and establishing pilots to assist with vendor, sub-recipient, contractor, developer, and project close-out etc., evaluate sub recipient monitoring policies, and provide general policy and procedural recommendations.

City of Joplin, MO, CDBG-DR

- Worked with a local State government as a Project Manager in the administration of their CDBG-DR grant received as a result of an EF-5 strength tornado which devastated the city in 2011. She assisted in providing oversight on a variety of Public Infrastructure & Facilities projects (Capital Improvements, Streets, Sanitary sewer, and Storm projects), Housing, Economic Development and Public Service projects.
- Worked with the team on the development of their compliance manual and in the development of their Integrated Master Schedule (IMS) which included all phases related to the Project Life Cycle.
- Worked with the client and their stakeholders to develop an overall program and individual project budgets which were used to analyze project invoices, expenditures, and project progress. She also produced monthly status reports to track individual and overall project schedules, milestones and budgets.

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Name	Dami Kehinde
• Worked with various consulting engineers on their project level designs, coordinated plan reviews with the stakeholders and also facilitated project progress meetings with the client and all interested stakeholders to ensure that the plans incorporated all the necessary client and Public Works requirements. • Managed sub-contractors and provided guidance, technical assistance and oversight in the management of Sub-recipients, stakeholders, assisting in building relationships, confidence and trust. Worked with and managed project sponsors to develop project execution plans, proposals and related presentation materials. • Developed Request for Qualifications and Request for Proposals for various Architectural/Engineering services as well as housing development projects as needed. She provided support during project procurement processes, including proposal evaluation in the selection of professional services and contractors. • Assisted in the development of templates, progress reports and facilitated weekly, bi-weekly and monthly project status meetings as needed to assist with the overall program and project tracking. • Worked with the City of Joplin on the development of their website and public dashboard which helped to disseminate information to the public, regulatory bodies, elected officials and other interested stakeholders. The project team developed newsletters, brochures, posters, and other informational materials which discussed the importance of each individual project and the potential benefits and impacts to the community. • Monitored existing and proposed sub-recipients to ensure compliance with federally sponsored disaster recovery funding. • Developed NEPA documentation required for project sponsors and has worked on related environmental compliance activities (site visits, public notices, developing mapping, NOIs/RROFs, development and review of Environmental Assessment documents, background research etc.) as mandated by federal regulations required by HUD. She also provided support to the City in defining the scope of each project in terms required to populate the City's Action Plans, reviews the compliance of each project based on the CDBG-DR requirements, assists with the development of Environmental Assessments, and suggested mitigation measures for unavoidable impacts.	

Name	Gaurav Menon
Proposed Position	Subject Matter Expert
Geographic Location	Philadelphia, PA
Onsite Presence	0%
Degree/Education	• Bachelor of Science, Architectural Engineering, Drexel University
Years of Related Experience	21+
Summary of Qualifications	

Name	Gaurav Menon

Gaurav Menon is a Partner at Guidehouse who is based in Philadelphia and leads Disaster Recovery & Resilience efforts nationwide. With more than 21 years of professional services experience, Gaurav specializes in supporting public and private sector entities involved in the delivery of large and complex grant programs, with a focus on long-term community development and capital asset rebuilding strategies. Most recently, Gaurav is leading the firm's COVID-19 response nationally and designing solutions for COVID-19 related grants. Gaurav has passionately supported response and recovery efforts in over 32 states including Texas, Louisiana, Missouri, New York, Colorado, and Massachusetts, in addition to Puerto Rico and the countries of Japan and Indonesia, throughout the recovery lifecycle – from recovery strategies to closeout – including needs assessments, eligibility determinations, plan development, duplication of benefits determinations, governance assessments, investigations, risk assessments, contract reviews, policies and procedures enhancements, monitoring, and reporting.

As a Disaster Recovery and Federal Grant Management Subject Matter Expert, Gaurav will provide expertise and support of engagement oversight across the program.

Relevant Experience

State of New York

- Gaurav led a team to administer the State's Emergency Rental Assistance Program, providing rental arrear and utility assistance to LMI residents for the $2 billion received in funds. Despite NY being one of the last states to open their program in June 2021, through our team's efforts, NY became #2 in the country with expenditure ratios.

State of Michigan

- Gaurav led a team to provide several services to the State including Compliance and Monitoring of CRF funds, assessment and recommendations to FEMA PA workstream, and administration of a $400M small business grant program.

City of Detroit, MI

- Gaurav led a team to provide subject matter expertise to the City with their COVID-19 response and recovery expenditures, including coordinating benefits amongst multiple grants within the CARES Act, developing a projection of costs based on trend analysis, identifying opportunities for economic development using EDA funding, and developing a compliance and monitoring program.

Harris County, TX

- Gaurav led a team to assist the Commissioner's Court and the Judge's office in designing the strategy and program design for CARES funding pertaining to COVID-19. This included the team conducting data analysis, developing a methodology to project costs, developing Rapid Response Programs, and assisting with the analysis around testing, contact tracing, isolation, quarantining, and other potential challenges.

Name	Gaurav Menon

Harris County, TX

- Gaurav led a team to assist Harris County with the strategy around disaster recovery and grants management pertaining to Hurricane Harvey. Gaurav was responsible for overseeing over $1.115B in federal funds. Gaurav has led Guidehouse LLP's support to several departments within the County, including the Community Services Department, Engineering Department, Purchasing Department, Auditors Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department.

City of Joplin, MO

- Gaurav led the HUD CDBG compliance monitoring, oversight, and eligibility reviews for infrastructure, housing, and community development projects undertaken by a City in the Southern US pertaining to the City's recovery from a devastating EF-5 strength tornado. This included supporting the City through developing a long-term recovery strategy and capital plan, reviewing Environmental Assessments to assess potential environmental hazards and risks, suggesting mitigation measures for unavoidable impacts, and monitoring compliance with various State and Federal agency requirements and completeness in supporting documentation.

New York State Governor's Office of Storm Recovery (GOSR)

- Gaurav led an engagement to conduct an assessment of GOSR's vendor management and oversight processes, perform audits of vendors, assist GOSR in preparation for a HUD program audit, evaluate sub recipient monitoring policies, and provide general policy and procedural recommendations.

Colorado Division of Homeland Security & Emergency Management

- Gaurav was the engagement leader administering the FEMA PA program and collaborating with federal, state, and local entities in interpreting policy guidelines, disaster specific guidance, and in reaching consensus in alternative solutions to complex eligibility issues that satisfy regulations. In this capacity, he worked closely with applicants, providing technical assistance and guidance throughout Project Worksheet (PW) creation, Requests for Reimbursement, and project closeout, as well as providing strategic guidance to the State in critical policy decisions.

State of Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)

- From 2006 to 2014, Gaurav led a team to assist in administering their $14 billion FEMA PA program for housing and infrastructure damaged from Hurricane Katrina. Gaurav led the 'Applicant Assistance' team to provide technical advice and assistance to FEMA PA applicants for their reconstruction projects including maintenance of auditable documentation and support with respect to their PWs.

Name	Gaurav Menon
He also supported the State in making the required enhancements to improve the effectiveness and efficiency of public assistance grant management, improve internal controls and financial reporting, enhance technology, and monitor and effectively close out applicants.	

Name	Laura Slutsky
Proposed Position	Subject Matter Expert
Geographic Location	Philadelphia, PA
Onsite Presence	0%
Degree/Education	• Master of Public Administration, University of Pennsylvania • Bachelor of Arts, Cornell University
Years of Related Experience	16

Summary of Qualifications

Laura Slutsky is an Associate Director at Guidehouse in the Housing and Community Solutions practice. She brings over sixteen years of public and nonprofit experience in community development, affordable housing finance, disaster recovery, and sustainability. She has expertise in program design and execution including grant management, real estate transactions, stakeholder management, and deploying public funds. Laura supports commercial and public-sector clients with housing policy and programs, affordable housing finance, grants management and community investment strategies. She served in federal and local government positions, always focused on affordable housing and community and economic development. In NYC government, she launched a new program and managed real estate transactions with public sector funds, led agency-wide sustainability policy and supported program design and implementation for the Superstorm Sandy housing programs.
As a Housing Programs and Policies Subject Matter Expert, Laura will provide expertise and support of engagement oversight across the program.

Relevant Experience

New York City Superstorm Sandy Housing Recovery Program

- At the federal level, supported policy analysis and grantee support for the CDBG-DR program. Participated in federal interagency working group on Disaster Recovery reform. As a grantee, served as the Deputy Director for Policy, Planning & Strategic Partnerships for the New York City Superstorm Sandy housing recovery program. This included designing programs funded through philanthropy and supporting the development of program design, policy, and procedures. Interfaced with government stakeholders, including HUD, the Office of Management and Budget, city agencies, and elected officials. Participated in community outreach.

Travis County, TX

Name	Laura Slutsky

- Assisting the County in establishing policy recommendations and due diligence review of affordable housing projects financed with federal ARPA funds. Role includes helping interpret and understand federal policy; creating program term sheet; developing framework to determine viability of 12 real estate transactions; completing project review; developing documents for County use; handling project schedules and engagement with project sponsors and elected officials; and providing overall policy support.

City of Jackson, MI

- Developed an action-oriented housing needs assessment and strategy that will be used to shape local policy, programs, and funding decisions. Work includes data analysis, public engagement, national best practices research, developing a methodology to establish housing targets and program design and development.

United Way of Greater Philadelphia

- Helped to design a Housing Strategy and Framework to synthesize the knowledge of public, private, and nonprofit, and academic stakeholders and develop actionable and financeable cross-sector solutions. Role includes leading stakeholder interviews, performing coding and analysis of feedback, and developing recommendations.

Housing Authority of Los Angeles (HACLA)

- Provide analysis of the client's scope of housing programs through research, stakeholder feedback and developing a gap analysis. The work will include evaluating how current programs interface with HUD regulatory requirements, completing a gap analysis, and making recommendations that interface with process improvement workstreams for Section 8 programs.

New York City Housing Authority (NYCHA),

- Supporting implementation of a Resident Case Management (RCMS) technology solution that will replace 15 separate systems to manage many facets of the NYCHA resident experience and process and be utilized by tenants, landlords, and administrators alike. Role includes providing housing policy expertise and supporting project management support, housing expertise, technical development of select Salesforce modules, organizational change management, training, and stakeholder engagement.

National Community Financial Institution

- Serves as a reviewer and Subject Matter Expert in drafting their application to EPA to receive funding through the GGRF's $6B Clean Communities Investment Accelerator focused on providing grants to hub non-profits to build the clean energy financing capacity of community lenders. Helps organization determine its lending strategy specifically as it relates to affordable housing and low-income and

Name	Laura Slutsky
distressed communities, and to convert that strategy to a compelling application that focuses on climate and air pollution benefits, equity and community benefits, and market transformation.	

Name	Patty Heagel
Proposed Position	Subject Matter Expert
Geographic Location	Wyandotte, OK
Onsite Presence	100%
Degree/Education	• Bachelor of Arts in Sociology, Briar Cliff University
Years of Related Experience	30+

Summary of Qualifications

Patty is a Seasoned and well-respected professional, with over 40 years of varied experience in community and economic development in local governments.
As a Community and Economic Development Subject Matter Expert, Patty will provide expertise and support of engagement oversight across the program.

Relevant Experience

City of Joplin, MO

- Patty served as the Assistant Director of Planning, Development and Neighborhood Services at the city. After the devastating E5 tornado in May 2011, Patty supported Joplin's recovery efforts by providing administrative services of nearly $160 million awarded from two federal CDBG-DR funds. She supported the formulation of CDBG-DR funds through a capital planning process and addressing housing needs, infrastructure, economic development, and education. Many of these efforts performed in Joplin and program developments were shared with other entities throughout the country, at the request for HUD. Patty also served as the city lead, collaborating with a team of city staff and consultants with disaster recovery expertise. Patty also provided research and engagement in Smart City (Resiliency) opportunities, which result in the Smarter Joplin Roadmap, the formation of stakeholder advocacy groups and the completion of a broadband gap analysis. The analysis lead the City Council ranking the need for broadband accessibility and enhancement as one of their top priorities.

City of Sioux, IA

- Patty served in multiple progressively responsible positions in community and economic development. She was appointed as the city's first Economic Director which included business retention and attraction, commercial and industrial development, and finance packaging. Patty retired as the city's Community Development Director responsible for four divisions. Neighborhood Service Division duties included overseeing five neighborhood revitalization efforts. She oversaw the Planning and Zoning Division and the Building Division which included the oversight of code enforcement and permitting. She also oversaw the Housing

Name	Patty Heagel
Division, which served as the local public housing authority. Additionally, Patty was responsible for the city's real estate office, historic preservation, skywalk administration, and packaging commercial, industrial and housing development projects. To the latter, she created and led an executive development team of department directors ensuring a unified team approach to potential development projects.	

Name	Emily Smith
Proposed Position	Project Manager
Geographic Location	Philadelphia, PA
Onsite Presence	50%
Degree/Education	• Bachelor of Arts, Political Science, St. Joseph's University, Philadelphia PA • Juris Doctor, Suffolk University Law School
Years of Related Experience	9

Summary of Qualifications

- **Policy Analysis:** Analyzes policies and legislation to guide clients in determining possible avenues for development and financing while remaining compliant with the regulations.
- **Research and Evaluation:** Performs research, planning, and evaluation for clients to inform strategy and program development.
- **Housing Policy and Programs:** Supports public-sector clients in developing and implementing effective and impactful solutions to addressing housing and community development challenges.
- **Program Design and Project Management:** Leads projects, including staff, plans deliverables, and oversees timelines and outcomes, and presents innovative program ideas.

As Engagement Manager, Emily will oversee staff and completing final deliverables.

Relevant Experience

Housing Authority of the City of Los Angeles (HACLA)

- Guidehouse is providing analysis of HACLA's scope of housing programs through research, stakeholder feedback and developing a gap analysis. Emily is responsible for evaluating how current programs interface with HUD regulatory requirements, completing a gap analysis, and making recommendations that interface with process improvement workstreams for Section 8 programs.

Large National Health Insurance Company

- Guidehouse is responsible for assisting with and developing a Corporate Citizenship Strategy, or Corporate Social Responsibility (CSR) Framework. The engagement process involves conducting a current-state analysis of the company's existing Corporate Citizenship initiatives, an external scan of

Name	Emily Smith

competitors and their approaches to CSR, as well as a Future-State analysis and implementation plan with detailed strategic recommendations. This engagement requires intensive stakeholder engagement and interviews, synthesis of internal and external findings, social impact benchmarking and strategic leveraging of data/metrics, and the creation of an actionable implementation road map. Emily is the Engagement Manager and oversees project financials, staff, and project deliverables.

State of Vermont, the Agency of Administration

- Guidehouse oversaw a rapid assessment of the State of Vermont's Emergency Rental Assistance Program. Emily assisted with the evaluation of program approaches based on workflow/process, personnel oversight, organizational management, technology and date systems, Q/A-Q/C and fraud prevention, marketing and communications, and support for tenants and landlords. Emily's role focused on alignment with U.S. Treasury guidance and priorities, effectiveness of application/payment processing, efficiency of management and operations, customer service, availability and equity, outreach and engagement of vulnerable populations, and external partnerships and programs. Emily helped with producing reports identifying attainable improvement plans, with an identified level of impact for each recommendation. Emily also worked to develop an implementation roadmap, focused on facilitating an understanding of process steps required to implement each recommendation.

State of Vermont, the Department of Housing and Community Development

- Guidehouse oversaw a rapid assessment of the State of Vermont's Emergency Rental Assistance Program. Emily assisted with the evaluation of program approaches based on workflow/process, personnel oversight, organizational management, technology and date systems, Q/A-Q/C and fraud prevention, marketing and communications, and support for tenants and landlords. Emily's role focused on alignment with U.S. Treasury guidance and priorities, effectiveness of application/payment processing, efficiency of management and operations, customer service, availability and equity, outreach and engagement of vulnerable populations, and external partnerships and programs. Emily helped with producing reports identifying attainable improvement plans, with an identified level of impact for each recommendation. Emily also worked to develop an implementation roadmap, focused on facilitating an understanding of process steps required to implement each recommendation.

South Carolina Housing Finance Agency, SC Housing

- Guidehouse is responsible for implementing the US Treasury-administered Homeowner Assistance Fund (HAF), the South Carolina Homeowner Rescue Program. Emily assists with the HAF Program design and functionality including updates to eligibility, funding, applicant prioritization, reporting, documentation

Name	Emily Smith
requirements, key metrics, communications, marketing and outreach, changes to key processes, and coordination with other mortgage servicers. Emily is also helping to generate and review various legal documents pertaining to mortgage servicers and collaborative agreements pertaining to the HAF program.	

Name	Portia Egan
Proposed Position	JHAP Lead
Geographic Location	Kansas City, MO
Onsite Presence	50%
Certifications	• Geographic Information Systems (Temple University) • 2015 Program Evaluation (Yale Consultation Center)
Degree/Education	• Master of Public Affairs, Indiana University • Bachelor of Arts, Psychology, DePauw University
Years of Related Experience	11

Summary of Qualifications

Portia demonstrates areas of expertise in housing policy and programs supporting public-sector clients to develop and implement effective and impactful solutions addressing housing and community development challenges. She uses her research and data analytic skills to evaluate housing and community development programs to inform policy, programs and strategy. Portia also provides grants management services to her public-sector clients meet grant requirements and deliverables.
On the Project Delivery Team, Portia will drive day-to-day operations of the engagement and fulfill key project objectives and goals.

Relevant Experience

Large Financial Services Firm

- Portia is helping a large financial services firm increase homeownership in Philadelphia for low income, minority households by informing the development of new/revised mortgage products for local consumers. Through this work, Portia is supporting the client in carrying out its equitable housing finance goals, which includes addressing inequities in the U.S. housing market, i.e., through its focus on homeownership.
- Portia collaborates with a team of technical and subject matter experts to develop a comprehensive current state analysis of the challenges faced by low-income, minority households in Philadelphia. She is drawing on her knowledge of local housing and socioeconomic characteristics, analytical expertise, and technical Geographic Informational Systems (GIS) skills to identify submarket areas in Philadelphia that will serve as the basis of the client's local targeting efforts.

United Way of Greater Philadelphia and Southern New Jersey

- Portia is assisting the United Way of Greater Philadelphia and Southern New Jersey in implementing its affordable housing preservation strategy and

Name	Portia Egan

framework (developed by Guidehouse in collaboration with United Way). She is executing complex data analysis and mapping of subsidized and naturally occurring affordable housing using local and national data to inform the team's acquisition vehicle recommendations and related financial modeling/proforma efforts. She will assist United Way in communicating the need and opportunities for affordable housing preservation in Philadelphia, which will in turn help to influence local policy and stakeholders in the affordable housing space, including Philadelphia's future Mayor, City Council, and City Government.

Kentucky Cabinet of Health and Family Services (KY CHFS)

- Portia is assisting the KY CHFS' Office of Administration Services (OAS) in documenting, refining, and aligning its processes to improve the overall efficiency and effectiveness of OAS/CHFS operations in preparation for a large-scale IT system implementation/system migration that will impact not only OAS but also the 10 CHFS Departments and Agencies OAS oversees.
- Portia leads the Facilities Management workstream, which involves both producing and overseeing the team's development of the Division's process maps and standard operating procedures (SOPs); liaising and collaborating with Division leadership and representatives from its five (5) divisional branches; and managing the Guidehouse's partnership with, JLL, a real estate and investment management firm who is serving as the subject matter expert (SME) for Facilities on this project. To date, Portia has authored and/or overseen the development of standardized operating procedures (SOPs) for over 100 OAS processes; led 20 client calls with up to 20 attendees including OAS leadership, management, and frontline staff; and managed and onboarded workstream project staff and SMEs.
- In addition to SOP development and supporting related training of OAS staff, Portia is assisting OAS and its three core divisions – Facilities Management, Procurement and Grants Oversight, and General Accounting – in identifying/developing solutions to operational gaps, or "pain points". Most notably, in response to the Division of Facilities Management's request for Safety Planning support, Portia is leading a team of Guidehouse project staff and subject matter experts in advising the client on its emergency response policy and procedures and in developing action planning materials, including plan templates, plan development guidance, and related schematics and site-maps that, once adopted, will be distributed across all CHFS Agencies and their 120 site locations. She has also evaluated over 100 technical policy and procedure documents, facilitated three on-site discovery sessions with division staff, conducted a SWOT analysis using 270 pieces of client input, and translated findings into over 30 actionable recommendations for the client.

Pennsylvania COVID-19 Emergency Rental Assistance Program

- Assisted in developing trainings based on county needs and requests for support to help PA counties effectively and efficiently administer their Emergency Rental

Name	Portia Egan
Assistance Programs (ERAPs). Tasks include developing monthly and ad hoc trainings, interpreting guidance and funding requirements, and coordinating with guest speakers. • Supported the post-ERAP planning initiative. Tasks include developing the overall research approach, leading data collection and processing, conducting exploratory data analysis and statistical analyses, designing a survey instrument, and identifying key findings to help inform the future of rental assistance programs in PA once ERAP funding is exhausted.	

Name	Kiley Fitzgerald
Proposed Position	JHRP Lead
Geographic Location	Virginia Beach, VA
Onsite Presence	50%
Certifications	• AICP Candidate • PMP Candidate
Degree/Education	• Master of Urban and Regional Planning (MURP), University of Michigan 2022 • Bachelor of Science in Public Affairs (BSPA), Indiana University 2020
Years of Related Experience	2-3
Summary of Qualifications	
Experienced in climate-induced, physical disaster recovery (CDBG-DR and NDR), and epidemiological socio-economic disaster recovery (SLFRF and CPF) landscapes. Specializes in technical solutions, data visualizations, data dissemination, and financial and performance reporting. Trained in federal regulation compliance, public speaking, project management, and financial and programmatic audit/monitoring practices.	
Relevant Experience	
State of South Carolina / ARPA SLFRF PMO • Acted as a State and Local Fiscal Recovery Funds and Capital Project Funds expert for on demand technical assistance. • Developed grant management policies and procedures for federal reporting practices across seven state agencies for SLFRF. • Configured publicly accessible Power BI dashboard highlighting spatial data and financial metrics. • Initiated data collection for Project and Expenditure reporting and executed reports covering 100+ SLFRF projects quarterly. • Wrote the Annual Recovery Performance Report for the entire State of South Carolina which included commentary on legislation, pandemic revenue loss, and workforce development.	

Name	Kiley Fitzgerald

- Leveraged legislative expertise for clients involving federal regulations such as 2 C.F.R. 200 for eligibility reviews, compliance program development, procurement and expenditure tracking.
- Advised multiple agencies on subrecipient and contractor determinations, federal procurement regulations, and fiscal management.

City of Joplin, MO / ARPA, BIL, & IIJA Grants Management

- Developed prioritization framework, survey, and assessment for project selection
- Tracked, monitored, and reviewed 75+ grant notice of funding opportunities from federal and state sources that manage various objectives, regulatory frameworks, and outcomes.
- Managed over 22 Federal and State grant applications across three teams comprised of grant writers, project partners, city staff and elected officials, and grant reviewers.
- Won over $50,000,000 for local City through robust yet tailored prioritization framework, innovative local investment and financing, and reliable outreach strategies.
- Pre-positioned grant applications through research of past awards, reviewer priorities and draft sessions, and critical analysis of project scoping
- Hosted weekly client updates that involved revolving city staff and elected officials.
- Represented client at monthly City Council meetings to garner community support and involvement in grant pursuits.
- Collaborated with City Staff on urban planning initiatives and employed knowledge across municipal development such as workforce development, industrial redevelopment, neighborhood assistance programs, transportation projects, water and sewer upgrades, and public safety equipment.

Name	Seth Spencer
Proposed Position	Project Manager
Geographic Location	Joplin, MO
Onsite Presence	100%
Degree/Education	Bachelor of Arts, Health Promotion and Wellness
Years of Related Experience	6

Summary of Qualifications

Seth has over 5 years of experience in federally funded disaster recovery programs including, but not limited to, funds administered through the Federal Emergency Management Agency (FEMA), the Department of Housing and Urban Development (HUD), and the Department of Health and Human Services (HHS). Mr. Spencer has experience managing federally funded programs and has provided clients assistance with program compliance, stakeholder communications, data analysis, and program

Name	Seth Spencer

reporting. Currently, Mr. Spencer is overseeing project teams working with public hospital systems receiving over $150 Million in COVID-19 related funding from FEMA-PA, HHS, Coronavirus Relief Funds, and State and Local Fiscal Recovery Funds.

Relevant Experience

Harris Health System, COVID-19 Relief

- Developed procedures with Harris Health's payroll, purchasing, capital projects, and grants accounting teams to track COVID-19 costs and meet FEMA-PA and HHS compliance requirements.
- Created reporting deliverables for HHS
- Reviewed revenue data related to COVID-19 patient care in an effort to avoid duplication of benefits
- Lead development and submission of FEMA-PA project related to costs incurred due to Winter Storm Uri.
- May 2020 – Present: University Medical Center of El Paso, COVID-19 Relief
- Developed procedures with UMC El Paso's payroll, purchasing, capital projects, and grants accounting teams to track COVID-19 costs and meet FEMA-PA, HHS, and Coronavirus Relief Fund compliance requirements.
- Coordinated funding received from 5 sources to maximize potential federal reimbursements.
- Reviewed COVID-19 vendor contracts and provided recommendations to comply with FEMA-PA requirements.
- Created reporting deliverables for HHS.

City of Joplin, MO, ARPA

- Assisted the City of Joplin in allocating $13 million in ARPA funds, including coordinating stakeholder engagement, project selection, and grant applications
- Ensured program and project compliance of projects funded by ARPA and/or additional funding sources including DOT, DED, EPA, HUD, and DNR
- Provided ARPA reporting technical assistance and oversight

City of Joplin, Missouri, CDBG-DR

- Implemented the CDBG Labor Compliance policies and procedures by auditing certified payroll reports from contractors, conducting on-site wage interviews, and coordinating with contractors to rectify any discrepancies.
- Reported project performance and financial metrics to HUD using the Disaster Recovery Grant Reporting (DRGR) system, monitored program expenditures and analyzed forecast variances, and generated and maintained quarterly contracting progress reports to HUD.
- Creating and reviewing HUD-compliant Environmental Assessments for housing and infrastructure projects.
- Assisted in the development of an Integrated Master Schedule (IMS) for all ongoing and planned projects and assisted with the technical design of the IMS using Microsoft Project.

Name	Seth Spencer
• Coordinated with multiple community stakeholders during the planning and development of EDA grants, including engineering firms, construction contractors, educational institutions, and community leaders.	

Name	Rasheeda Jordan
Proposed Position	Demolition Lead
Geographic Location	Joplin, MO
Onsite Presence	50%
Degree/Education	Master of Science Management
Years of Related Experience	2-3

Summary of Qualifications

Rasheeda has spent over 13 years developing federally funded community-based programs for diverse and at-risk populations. Rasheeda has assisted states, for-profits, and several non-profits with federally funded grant projects totaling over $114 million. These programs are funded by various entities, including HUD, U.S. Treasury, State General Funds, and FEMA. Her diverse experience in management consulting ranges across an array of activities, including housing, infrastructure, economic development, RFP development, developing SOPs, grant writing, grant management, special economic development, monitoring and contract closeout, public service/facility projects, and rental, mortgage, and utility assistance. Rasheeda has extensive experience in project management and grant management.

Relevant Experience

Arizona Governor's Office of Strategic Planning & Budgeting (OSPB) (SLFRF and GEER I & II)

- Strategic development for two ARPA/SLFRF Financial Closeouts totaling $100m.
- Design Closeout project documentation, standard operating procedures (SOP), reporting procedures, Duplication of Benefits Attestation, Capital Assets Ledger, and FAQ to implement a project follow for optimum output.
- Train all closeout support staff and leadership on federal closeout procedures.
- Conduct SLFRF regulatory research as needed for the edification of the project.
- Provide technical assistance training to subrecipients via Arizona Governor's Gmail account.
- Reports and review monthly Performance Reports and reimbursement requests.
- Provide weekly updates to the State of Arizona, including project performance and client-facing.
- Participated in weekly client-facing calls, provided feedback, program process update analysis, and supported clients.

Arizona Department of Housing (CDBG-CV)

- Managed Arizona Department of Housing CDBG-CV from launch through closeout.

Name	Rasheeda Jordan

- Managed and trained project sub-grantees according to regulatory standards and project budget.
- Develop contract Scope of Work, project budgets, and project deliverables.
- Provide project monitoring and oversight guidance to the Grantee and Subgrantees as needed.
- Reports and review monthly Performance Reports and reimbursement requests.
- Provide weekly updates to the State of Arizona, including project performance and client-facing.
- Participated in weekly client-facing calls, provided feedback, program process update analysis, and client support.

The Arizona Department of Forestry and Fire Management (State General Funds)

- Develop and design the State of Arizona, USDA Forest Service, and DOI Bureau of Land Management grant proposal for farmers and ranchers impacted by the 2021 wildfires.
- Grant acquisition and compliance.
- Identify infrastructure parameters and eligibility requirements to ensure maximum funding output.

Jersey City Economic Development (CDBG -CV)

- Developed and designed CDBG-CV Microenterprise Request for Funding Proposal (RFP) for small businesses impacted by the COVID-19 pandemic.
- Design and facilitate RFP training webinar.
- Develop an application review process and checklist to ensure regulatory compliance.
- Provided CPD area maps and project parameters.

Positive Impact Health Centers (CDBG/ESG/HOPWA)

- Direct and manage all administrative and programmatic aspects of the agency's housing program.
- Develop partnerships with other Aids Service Organizations and Community Based Organizations.
- Train and monitor the Housing Case Manager's performance to ensure compliance with all governing regulations, income and subsidy calculations, code enforcement, data management, and quality consumer service.
- Write, submit, and manage all housing grant proposals.
- Conducted all administrative functions for Housing Quality Standard (HQS) inspections for over 300 units.
- Developing and designing areas for program growth and expansion.
- Developed financial recovery and accountability plans, e.g., budget allocations, budget revisions, and calculating program deliverables.

Name	Rasheeda Jordan

- Achieve operational and financial objectives and strategic goals for the program's annual budget.
- Participate in annual audits and project site monitoring.
- Partnered with the GA HUD 811 Project.
- Served as the HOPWA Housing Chairperson for the City of Atlanta Housing Committee.
- Served as a Guest Speaker at the Atlanta Area Outreach Initiative (AAOI) for five years, teaching Access to Housing.

Name	Cassidy Wagner
Proposed Position	Program Support
Geographic Location	Joplin. MO
Onsite Presence	50%
Years of Related Experience	3

Summary of Qualifications

Cassidy has assisted in the administration of over $200M in federally funded programs carried out across the Country for municipalities, counties, states, and healthcare providers. These programs are funded by various agencies including HUD CDBG-DR, FEMA-PA, CARES/CRF, and ARPA/SLFRF. Her diverse experience in consulting ranges across an array of activities including compliance review, process creation, client communications, and project management. Cassidy's involvement in beginning-to-end project delivery, from program development to compliance monitoring and closeout, has broadened her expertise in the industry.

Relevant Experience

City of Detroit, Michigan Federal Emergency Management Agency (FEMA)

- Assists with the project planning, implementation, review, and closeout of five large FEMA project worksheets including vaccine, testing, non-congregate sheltering, and general COVID-19 expenses.
- Manages various process workflows, including creation, review, and submission of projects.
- Created data tracking sheet for Personal Protection Equipment (PPE) usage and presented it to FEMA.
- Updated Powerpoint slides with weekly council updates for client calls.
- Participates in weekly client meetings to provide updates and request feedback.
- Created strategic processes that enabled the team to work more efficiently and accurately.
- Solved complex issues and obstacles with computer and excel knowledge.
- Utilizes various computer programs on a daily basis including Smartsheet, Oracle, and all Microsoft Office and Google applications.
- Reviews contract, procurement, and invoice documents daily to ensure FEMA and Internal regulation guidelines are satisfied.

Name	Cassidy Wagner

City of Joplin, Missouri American Rescue Plan Act (ARPA)

- Assisted with the creation of Qualtrics survey for city departments and council.
- Pulled results data from survey and formatted it for reporting to council.
- Attends various client meetings, including city council.
- Assisted with weekly PowerPoint presentations for client updates.
- Provided assistance with various grant applications.

Lehigh Valley Health Network (LVHN) Audit

- Participated in a short-term engagement that involved an audit prep for LVHN hospitals FEMA submissions.
- Validated both material and labor submissions and identified source files for audit.

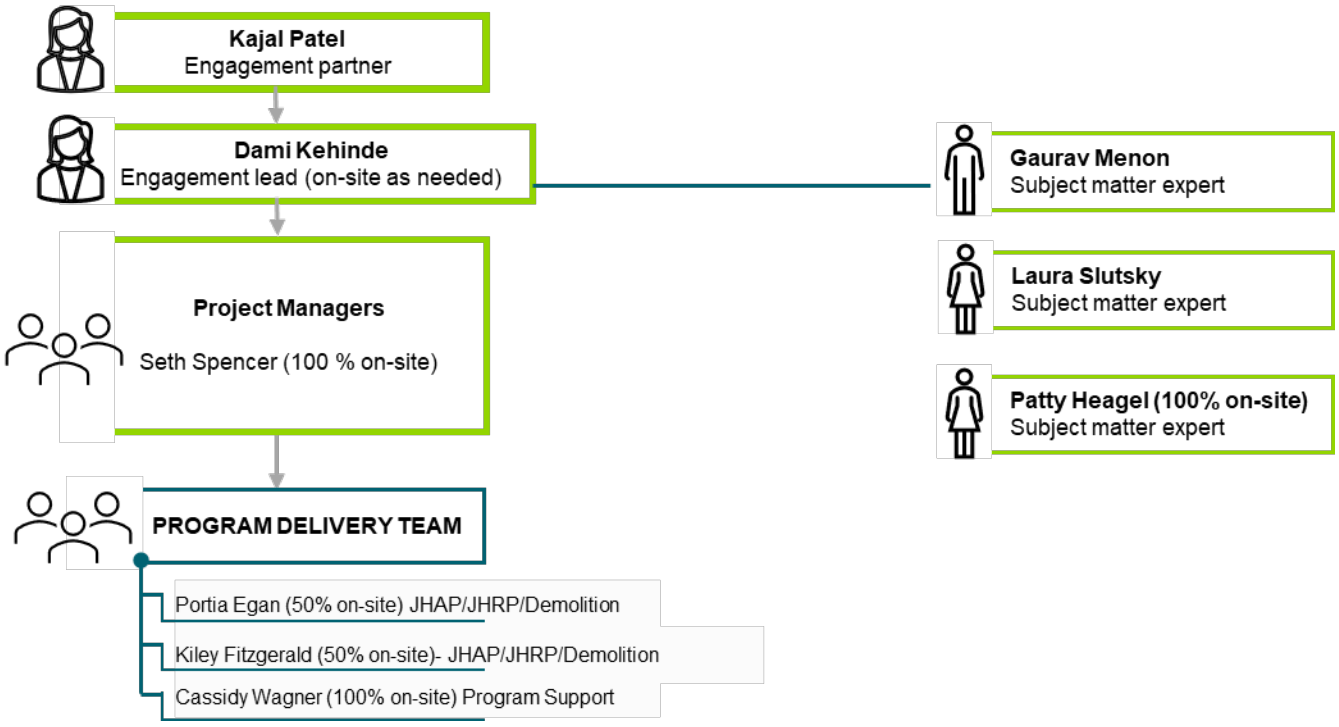
South Carolina Coronavirus Relief Fund (CRF)

- Reviewed applications for CRF funding.
- Navigated Salesforce to review documents submitted by applicants.
- Worked closely with team members to assess and report information provided by applicants.

City of Joplin, Missouri CDBG-DR

- Assisted with closeout of the $158 million CDBG-DR grant.
- Reviewed backup documentation for compliance and accuracy.

1.2 Organizational Chart



2.0 Commencement

A fast and efficient ramp up for the Community Revitalization Program is imperative to its success. Applicants need expedited assistance for the housing services identified in the Community Revitalization Program, and our team is uniquely positioned to commence our activities on day one of the project – and scale them up. We are able to begin efficiently and effectively for the following reasons:

We are local

Guidehouse has partnered with Viriya Consulting, a government operations and optimization company based in Joplin and run by Joplin-natives. Guidehouse and Viriya have worked seamlessly together on multiple federally-funded housing and disaster recovery projects, providing both virtual and in-person assistance to those most in need. In addition to having Missouri-based subject matter experts, Guidehouse will leverage Viriya's 150-person strong team to assist in the facilitation of trainings, application processing, and stakeholder management. Guidehouse will supplement the local Viriya portion of our team with subject matter experts from across the Midwest, ensuring that the Community Revitalization Program has quick, constant access to our provided services. We understand that hyper-local community outreach will be a key aspect of providing equitably distribution of services.

We have worked with Joplin

Our team members established several local initiatives on the ground in Southwest Missouri, working across the region to promote economic development, housing stability, and transportation connectivity.

In June 2022, Guidehouse prepared an ARPA-specific evaluation methodology to prioritize over 70+ local project initiatives. The team issued a series of surveys to gather feedback from key stakeholders including the City Council and Department leaders.

Over the course of 2022, Guidehouse effectively applied to complex federal and state grant opportunities, matching a small $13.8 million federal allocation with over $80 million in additional funding. The Guidehouse team applied the prioritized project list to establish a diverse portfolio of grant awards in areas such as stormwater, transportation, wastewater, housing, parks and recreation, fire and police protection, and cyber security.

Historically, Guidehouse has engaged in CDBG-DR program management and capital infrastructure planning in the City of Joplin. Efforts related to the 2011 tornado focused on integrated master scheduling, monitoring and compliance, and program administration and reporting. We are energized about the opportunity to leverage this Joplin specific experience with grants management and housing knowledge to administer the Community Revitalization Program.

Our staff is trained on ARPA

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Whether it be the intricacies of the Treasury's Final Rule or the constant modifications made to the compliance and reporting guidelines, our team understands the complex world of ARPA guidance. Our housing and disaster recovery team members have worked on ARPA-funded projects across the country and will provide their expertise on day one, through the entirety of the engagement. We understand both how to interpret the guidelines and to make programs work on the ground in order to meet deadlines. Our previous experience with and knowledge of ARPA regulations enables us to quickly train other program stakeholders as needed. Further, our team engages with our Guidehouse Center of Excellence (CoE), an internal resource repository and knowledge-sharing community comprised of subject matter experts. The CoE has been at the forefront of ARPA policy analysis since it was passed into law and our virtual and on-the-ground team will leverage the CoE's offerings to quickly stand up all portions of the Community Revitalization Program.

With our local team, experience with the City, and ARPA-trained staff, we look forward to the opportunity to get to work with the people of Joplin.

We are experienced in designing and implementing housing programs

Our team has experience working on deploying a variety of housing programs, including downpayment and closing cost assistance for first-time homeowners, large-scale home repair grant and loan programs, and blight remediation programs. From our work at Guidehouse and through our prior public-sector roles we are familiar with best practices in implementing these types of housing programs, interfacing with housing stakeholders, and understand the deliberate and focus efforts required to equitably reach all communities. We have experience working with CHDOs and are familiar with relevant HUD definitions, regulations and requirements. We combine our subject matter expertise with grants and program management to deliver efficient programs and meet deadlines.

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3.0 Experience

Contractor	**Guidehouse LLP**	
Contract/Project Title	COVID-19 Support, Supportive Housing	
Prime/Subcontractor	Prime Contractor	
Client Name	Travis County, Texas, Health & Human Services	
Client Address	5325 Airport Blvd., Austin, TX 78751	
Project Owner	**Name, Title**	Pilar Sanchez, County Executive HHS
	Telephone Number	512-854-4101
	Email Address	Pilar.SANCHEZ@traviscounty.com
Contract Information		
Total Contract Value	$494,520	
Subcontract Value	N/A	
Period of Performance	May 2020-Present	
Description of Services/Scope of Work		

Challenge. Travis County needed strategy and technical assistance to optimize the Coronavirus Relief Funds (CRF) that the County received from the federal government in response to COVID-19. Beginning in May 2020 and continuing through today, the Guidehouse team immersed itself into assisting the County with planning and implementing the County's multi-million-dollar COVID-19 recovery efforts and soliciting additional funds from the federal government. As part of this engagement, the County needed Guidehouse's support in designing and implementing the Supportive Housing Initiative Pipeline program, created to provide financing for new construction development projects serving residents facing homelessness. These projects are being developed in partnership with nonprofit organizations and include extensive wrap around supportive services and leverage a variety of traditional affordable housing financing sources, including HUD programs (HOME), Low Income Housing Tax Credits (LIHTC), and operating subsidy through Housing Choice Vouchers (HCV). The projects are also leveraging state financing, state tax benefits specific to affordable housing, and locally managed programs that are funded with a mix of bond financing and federal funds.

Approach. This program is using $110M in State and Local Fiscal Recovery Funds in support of supportive housing initiatives across the County, which will include over 11 loans to projects. The Guidehouse team is assisting the County by interpreting policies governing the use of SLFRF funds; developing a methodology and framework for project review and evaluation; undertaking due diligence for all projects; and carrying out review and ongoing monitoring for progress payments.

Guidehouse is utilizing its expertise in affordable housing finance, program design and policy to ensure that the County is carrying out a consistent and rigorous review process to effectively assess projects' viability, ensure an open and transparent review process, and protect the public's interest while supporting important affordable housing projects for the community. Guidehouse's tasks include interpreting and understanding federal

Contractor	Guidehouse LLP

policy; reviewing projects for readiness and viability; developing frameworks, processes, and documents for County use.

As part of this engagement, the Guidehouse Team performs project viability, including financial review on over 10 large scale and deeply affordable multifamily projects. Through this work the Team reviews Development Budgets, Sources and Uses, Pro-Formas, Rent Schedules, Construction Contracts, Construction Schedules, Development Agreements, and relevant documents related to Site Control. We bring expertise supporting clients by layering sources of financing to fill gaps and complete projects. We create funding matrices for the program to align project capital sources, requirements, and relevant schedules, including HOME-ARP, LIHTC, and other state specific affordable housing tools. As part of project review, we ensure the income and other requirements are met, and that projects schedules are reasonable given time requirements of funding. We resolve conflicting regulatory concerns as needed and elevate policy decisions for the Client team, regularly briefing elected officials and interagency partners to evaluate risks and facilitate decision making.

Impact. Guidehouse has helped the County establish a Term Sheet for the Supportive Housing Pipeline program and provides ongoing policy guidance. The team regularly provides program updates and analysis of options to intergovernmental and external stakeholders. The Guidehouse team directly interfaces with nonprofit partnering organizations who are pursuing and undertaking projects. This includes sharing and describing the project review checklists, collecting, describing, and reviewing documents, and completing due diligence by analyzing project financials, affordability requirements, entitlements, alignment with capital sources, and SLFRF eligibility. The team oversees Project Viability Review for each project, reviewing financial and other relevant project information, and makes a determination on behalf of the client. To support the overall program management we develop workflows, manage project meetings, manage document flow, and engage with borrowers to answer gaps in project viability and due diligence. We created analyze program terms for each transaction in conjunction with the client and related term sheets and checklists. We drafted and managed to Policies and Procedures in order to ensure quality control and develop project files that will be ready for monitoring and compliance. The team also coordinates with relevant County agencies and other lending involved in the transaction in preparation for closing.

Contractor	Guidehouse LLP	
Contract/Project Title	South Carolina Housing ERAP	
Prime/Subcontractor	Prime Contractor	
Client Name	South Carolina State Housing Finance and Development Authority	
Client Address	300-C Outlet Pointe Blvd., Columbia, SC 29210	
Project Owner	**Name**	Marni Holloway

	Telephone Number	803-896-9054
	Email Address	Marni.Holloway@schousing.com
Contract Information		
Total Contract Value	$ 20,000,000	
Period of Performance	March 2021 – January 2022	
Description of Services/Scope of Work		
Challenge: Administration of the $271M of federal emergency rental assistance program to renters in the eligible counties in the State of South Carolina **Approach:** Administered grant through setting up and executing following workstreams: – Program Design – Grants Platform deployment – Marketing, outreach, and communications – Program Management Office – Application Reviews and adjudications (Program Operations) – Monitoring and Compliance **Impact:** Successfully stood up programs and distributed over 100M of rental assistance funding based on reviews of applications. Continuing to assist SC Housing with application reviews, program design, technology modifications and monitoring and compliance.		

Contractor	**Guidehouse LLP**	
Contract/Project Title	Superstorm Sandy Recovery – Monitoring and Compliance	
Prime/Subcontractor	Prime Contractor	
Client Name	New York State Governor's Office of Storm Recovery (GOSR)	
Client Address	64 Beaver Street, P.O. Box 230, New York, NY 10004	
Project Owner	**Name, Title**	Eileen Meus, Deputy Executive Director, Community Reconstruction, and Infrastructure
	Telephone Number	917-513-3899
	Email Address	Eileen.Meus@stormrecovery.ny.gov
Description of Services/Scope of Work		
Guidehouse provides program management and integrity monitoring services in support of New York State's Superstorm Sandy recovery efforts. Following the devastation of Superstorm Sandy in October 2012, $8B in federal funds were appropriated for the recovery of the State of New York and New York City. Initially,		

the State engaged Guidehouse to verify its estimates of storm damage for inclusion in the Federal Supplemental Funding request.

Following the successful submission of the funding request, Guidehouse helped stand up its newly created agency, GOSR. Guidehouse has continued to serve as a trusted advisor to New York State, supporting efforts to rebuild more resilient homes, communities, and municipalities. In this capacity, we have supported virtually every department in the agency - housing, infrastructure, small business, administration, operations, monitoring and compliance. Our teams have provided program management and integrity monitoring over the CDBG-DR funding disbursed to the State of New York through GOSR. We have also supported the State in program design, day-to-day operational support of programs, monitoring and compliance efforts, organizational assessments, technology evaluations, IT security tests, and procurement process design. An analytics team has provided data-driven recommendations and insights on deployment of disaster recovery funds. Our work across these diverse programs has helped our client to develop processes and procedures that maintained compliance with federal and state regulations, while prioritizing efficiency and customer service. As a result of our efforts, the State has been able to quickly and efficiently disburse federal funding to those New Yorkers most in need.

Services provided by Guidehouse to GOSR include:

- Housing Program Quality Control reviews
- Organizational Systems & Performance ("OS&P") support
- Infrastructure project management and monitoring support
- Construction Management oversight and monitoring
- Single Family Housing organizational assessment, project management, operations, and closeout support
- Single Family Housing applicant payment process development
- Housing Program's Realignment PMO development
- Single Family Quality Assurance/Quality Control reviews
- Multi-Family Project Management
- Buyout & Acquisition Program award calculation analytics support. HUD monitoring & audit preparation, and program management support
- FEMA PA match monitoring and business analysis
- Overall program monitoring & compliance
- Small business project management
- Data analytics on policy and systems implementations
- Business intelligence and dashboard development
- Internal Audit risk process development
- Construction Management RFP Development

Contractor	**Guidehouse LLP**
Project Name	City of Joplin CDBG-DR Grant Management

Contractor	**Guidehouse LLP**	
Prime/Subcontractor	Prime Contractor	
Client Name	City of Joplin	
Client Address	602 S Main St. Joplin, MO 64801	
Project Owner	**Name, Title**	Troy Bolander, Director of Planning, Development and Neighborhood Services
	Telephone Number	417-624-0820 Ext 1510
	Email Address	TBolande@Joplinmo.org
Contract Information		
Total Contract Value	$ 8.2 million	
Period of Performance	April 2017 – December 2021	

Description of Services/Scope of Work

Guidehouse was retained as the project administrator and project manager for the City of Joplin's HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) funds received following the EF-5 strength tornado which devastated the City on May 21, 2011. The tornado caused 161 fatalities, making it the deadliest single tornado on record in the U.S. According to NIST, it caused almost $3 billion in damage, including damage to 553 business structures and nearly 7,500 residential structures.

In order to determine how the funds can best serve the needs of the community and impact the populations, as mandated by the regulations of the grant, the Guidehouse team worked with the City on a Capital Plan which included extensive community outreach to impacted stakeholders to determine potential projects, populations to be impacted and long-term benefits. Due to the fact that 51% of the funds received had to benefit Low – Moderate Income individuals, the teams outreach plan included entities that served these population and several community meetings were held in their geographic areas as well to encourage community participation.

The Capital plan included a comprehensive analysis of all the projects being proposed for funding- which totaled a little over $300 million and encompassed projects impacting the housing sector, public services, economic development, community development, core infrastructure- roads, stormwater, wastewater and bicycle and pedestrian improvements. The stakeholders included the local Chamber of Commerce, School Districts, local Colleges, major Hospital systems, local community stakeholders, financial institutions, home builders' association, local City Departments and the City Council as the governing body. The result of the Capital plan included a prioritized list of CDBG-DR eligible projects that all fit within the allocated funding amount and adhered to the Federal regulations and proposed time periods. HUD noted this Capital Planning process as an Exemplary practice in community and

Contractor	Guidehouse LLP

stakeholder participation which drove a data driven methodology in prioritizing the use of CDBG-DR funding to maximize community benefits.

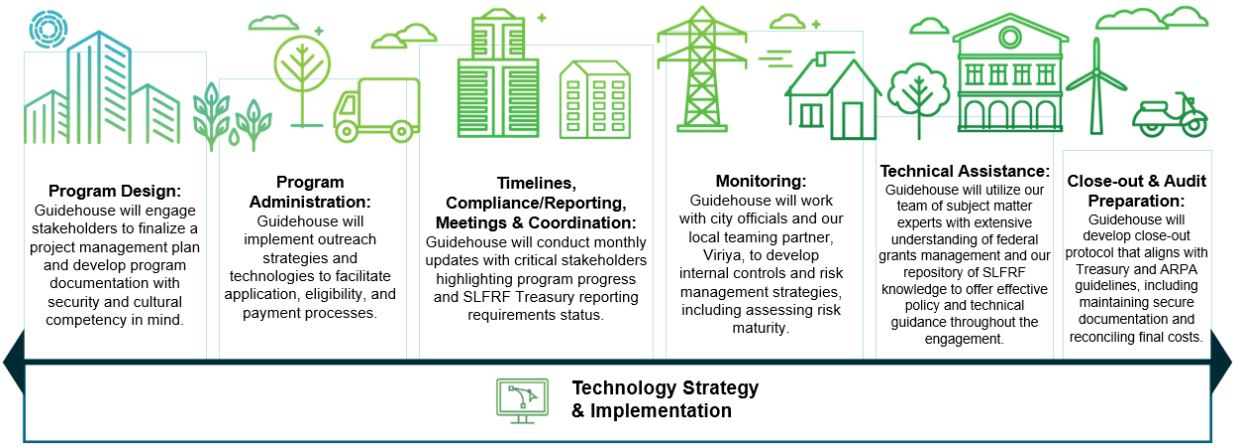
The Guidehouse team also worked with the City on the Joplin Homebuyer Assistance Program (JHAP). This program was developed and implemented to encourage homebuyers to purchase homes within and aid in the City of Joplin's goals to repopulate the disaster impacted areas. The project scope was to assist potential low-moderate income (120% area median income level) homebuyers with down-payment and closing cost assistance not to exceed $35,000. Through its lifespan, the project assisted nearly 600 homeowners who were buying homes within the disaster impacted recovery area. The Joplin Housing Rehabilitation program (J-HRP) was focused on repairs and rehabilitation of existing properties that were impacted or needed repairs as a result of the tornado.

4.0 Approach Strategy

Our Understanding

The Guidehouse team recognizes the economic hardship and housing insecurity felt across communities in the wake of the pandemic. We also understand the systemic barriers to homeownership, the opportunities to build stability and intergenerational wealth and the necessity to combat blight for neighborhood stability, safety, and vitality. To address these issues, we understand the importance of implementing deliberate, targeted, and, ultimately, successful investment in community revitalization efforts. Our experience designing and administering State and Local Fiscal Recovery Fund (SLFRF) and Community Development Block Grant - Disaster Recovery (CDBG-DR) revitalization projects showcase our dedication to rebuilding resilient communities. Moreover, our expertise regarding housing program design and management coupled with our bank of subject matter experts on the ground including our Joplin-native teaming partner, Viriya, uniquely prepare us to diligently carry out the City of Joplin's revitalization projects. With our experience and expertise as a guide, the City of Joplin's Community Revitalization Programs will achieve the required use of the American Rescue Plan Act (ARPA) by effectively improving the quality of life in Joplin communities. Our proposed roadmap for designing and administering Joplin's ARPA SLFRF projects is outlined below.

Figure 1 - Proposed Community Revitalization Roadmap



Our Track Record

As mentioned, our experience managing federally funded CDBG-DR and ARPA SLFRF projects explicitly prepares us to manage the City of Joplin's ARPA SLFRF revitalization projects from program design through closeout. Specifically, we have a deep-rooted history supporting the City of Joplin with CDBG-DR programs since 2011. Our experience designing Joplin's Homebuyer Assistance Program (J-HAP) primes us with the knowledge and skillset needed to implement an effective Home Down Payment and Closing Cost Assistance program. Our approach for program design expands upon previous considerations, such as accessibility and cultural competencies as we craft application materials targeted at those disproportionately impacted by the effects of the pandemic.

Moreover, we identified opportunities for streamlining applications, administration, and management by relying on user-friendly technology supports.

Further, our infrastructure recovery project purchasing and rehabilitation experience (i.e., managing Joplin's Advanced Training and Technology Center project from design, purchase, rehabilitation, and closeout) as well as our administration and project management services previously streamlined the redevelopment of the Joplin community with successful completion of sanitary sewers, storm water drainage, roads, sidewalks, utilities, and streetscapes following the devastation caused by an EF-5 strength tornado. These previous engagements allowed us to develop strong connections with local builders, real estate agents, bankers, non-profits, Community Housing Development Organizations (CHDOs), and support service agencies which we will consult to craft effective strategies for home rehabilitation and demolition.

Lastly, our current work supporting Travis County's Health and Human Services Department with the design and implementation of the Supporting Housing Initiative Pipeline Program, which provides $110 million of ARPA SLFRF funds to build deeply affordable housing units, showcases our ability to set up extensive housing programs. This work includes assisting the County in developing a multi-step process of reviewing due diligence, interfacing with project sponsors, and issuing pre-commitments and commitments while navigating ARPA SLFRF and 2 CFR200 requirements to support affordable housing program and policy development.

As you can see, our commitment to community revitalization and affordable housing development is reflective in the programs we design and administer as well as the detail we put into learning and, ultimately, streamlining these programs. We will continue to revisit our methods, seek innovative approaches, and digest updated federal guidance in order to regularly enhance our program design. We will lean on our expertise in tailored program development, affordable housing finance, and capital project revitalization as we build a better future for Joplin communities.

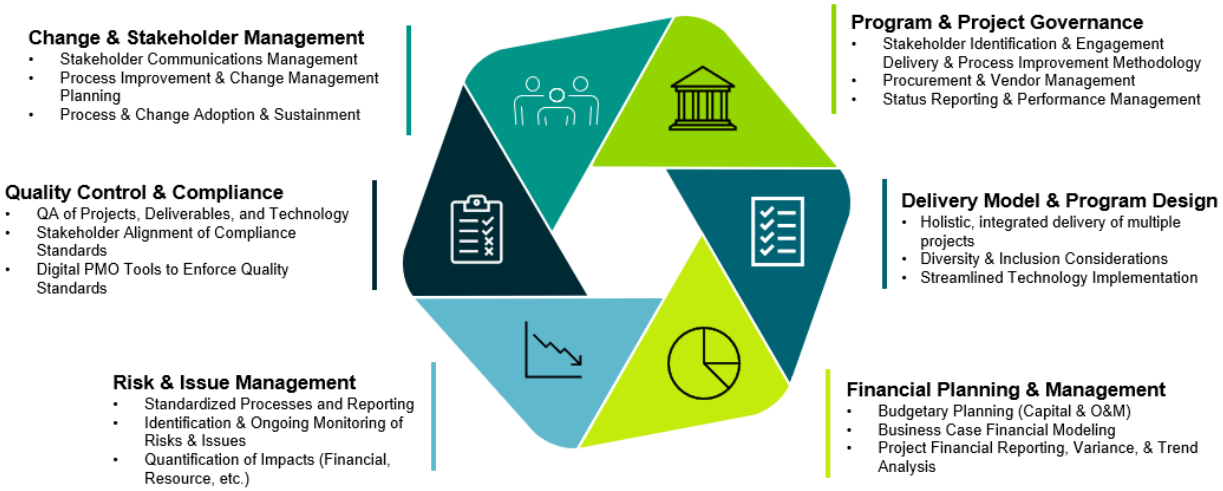
Our Project Management Approach

For organizations implementing transformational programs, finding the right partner to manage the myriad of details is often the most challenging part. The successful delivery of these complex projects requires a program management office (PMO) that can combine subject matter expertise with an agile, scalable approach. Our approach does just that, all while standardizing and automating processes through effective and user-friendly technology supports. By combining an innovative, scalable approach backed by subject matter experts and efficient technical processes we will create a project formulation strategy that mitigates risk, promotes transparency, and enables delivery of timely key business objectives.

Our team will leverage proven PMO frameworks and leading practices from across industries to ensure the success of Joplin's community revitalization projects. Our tailored approach builds from our team's core capabilities in Program & Project Governance, Delivery Model & Program Design, Financial Planning & Management, Risk & Issue Management, Quality Control & Compliance, and Change & Stakeholder Management.

The strategic outcomes and benefits resulting from each of these PMO capabilities are highlighted in **Figure 2.**

Figure 2 - Guidehouse's PMO Approach



By strategically combining the fundamentals of project management with a focus on program design, implementation and administration, Guidehouse's PMO solution ensures programs are delivered consistently and with high quality, on time, and on budget. Our PMO methodology is based on industry standards such as the Project Management Institute's (PMI's) Project Management Body of Knowledge® (PMBoK®) and includes performance management techniques to provide a flexible program framework that will be tailored to Joplin's capabilities and goals, with actionable, data-backed insights and scalable technology, tools, and templates. Ultimately, each step of the way, we will assist Joplin in managing risk while achieving the maximum benefits to transform local communities.

4.1 Task 1 – Program Design

Task 1.1 — Home Down Payment and Closing Cost Assistance

We understand the Joplin Homeowner Assistance Program II (J-HAP II) is a deliberate investment toward social equity by supporting low-income families, many of whom confront disproportionate impacts of the pandemic and risks of housing instability. Our program design mobilizes on-the-ground subject matter experts to implement a comprehensive outreach plan that ensures the total usage of funds in a timely fashion. We will maintain the core mission of this program through thoughtful design that considers:

- Streamlining application procedures by leveraging technology that is language-inclusive and protective of Personally Identifiable Information (PII) and will also

enable internal and external status reporting to the interested stakeholders as well as the applicant

- Establishing partnerships with trusted community leaders and organizations to assist program deployment in historically disadvantaged communities
- Soliciting input from community lending institutions and community development organizations (e.g., legal aid organizations, etc.) to create an application that is user-friendly for all populations
- Continuous and extensive stakeholder outreach to ensure a healthy pipeline of applications with an expectation that they will be accepted and reviewed on a rolling basis. The goal will be to also have some applications in a "backlog" to allow them to quickly move into the processing queue to account for applications that become ineligible during the review process
- Working with the City to design a program that takes into account the Income based eligibility requirements and other requirements as set forth in the ARPA guidelines and in conjunction with the City program manager
- Determining a scoring rubric that will be used to score/review applications in order to determine application eligibility
- Incorporate recoupment friendly terms that align with the ARPA funding requirements and are attractive to potential applicants and reduce the need for extensive administrative oversight post closeout
- On-going virtual and in-person workshops to help inform potential applicants on the requirements of the grant and information/documentation required in order to submit a successful application

We recognize the urgency in establishing and communicating specific program eligibility requirements and intake processes in a timely manner. Our team of dedicated consultants and Missouri-based subject matter experts will coordinate with the City to design and document policies, procedures, workflows, and timelines that support efficient application processes for closing down payment and closing cost assistance, considering program guidelines (i.e., mortgage rates, five-year primary residence policy, homestead exemption requirement, and insurance requirement) at each step.

We intimately know J-HAP and its key stakeholders— for example the Community Housing Development Organizations (CHDO's)—with whom we will work to determine communication strategies that translate program prioritization requirements in ways that are publicly accessible and understandable. We will make sure applicants have clear information on requirements, the overall application process, and are prepared to submit complete applications. To streamline and expedite the procedures, Guidehouse and Viriya will coordinate with the City to ensure that effective digital intake processes are in place, leaving space for supplemental physical application processes to meet the needs of those affected by the digital divide. Leveraging this technology, in congruence with the Joplin Housing Authority Limited English Proficiency (LEP) Plan, will best support participants confronting language barriers with a focus on effective messaging to vulnerable and disproportionately impacted populations. Our team will provide on-the-ground staff for stakeholders to troubleshoot issues throughout the application process and escalate any potential operational issues as needed to ensure iterative optimization of the program design.

Housing Intake Work for South Carolina ERAP

We successfully implemented technology modifications as part of a deliberate and equitable application process to administer $271M of federal emergency rental assistance on behalf of the South Carolina State Housing Finance and Development Authority.

Task 1.2 — Home Rehabilitation and Repairs

Guidehouse will take an integrated approach to supporting your implementation of housing rehabilitation and repair from pre-application through closeout. As mentioned, we have experience in coordinating and administering large-scale application and grant processes similar to the proposed Home Rehabilitation and Repairs engagement. During the program design phase, Guidehouse will collaborate with Joplin stakeholders and City staff to create program guidelines and provide technical assistance to the CHDO's executing the rehabilitation and repair work. Our facilitation and support of this program will include the following:

- Creating program terms for CHDOs and other housing non-profits
- Creating SOPs for CHDOs and other non-profits to include monitoring checklists, list of acceptable rehabilitation categories and tools that will be used for these entities and the internal project team. The checklists will also require before and after pictures to be included as applicable to help document the proper use of the administered funds.
- Establishing construction pricing and scope thresholds
- Communicating construction guidelines
- Coordinating application and eligibility processing for CHDOs
- Communicating applicant status
- On-going virtual and in-person sessions for potential applicants to discuss program requirements and expectations

- Development of a timeline and financial management tracking tool to help provide oversight on the various rehabilitation and repairs that will be on-going at various stages, and areas of the City
- Status meetings with the team, City staff, CHDOs and non-profits on a regular cadence to ensure conformance with the program rules, address inquiries/clarification and ensure timely resolution of issues/concerns
- Risk based assessments to help prioritize on-site monitoring of rehabilitation and repair efforts that will be happening throughout the City by different contractors
- Providing administrative support with applicant appeals
- We will also integrate cross-cutting federal requirements in conjunction with Joplin's approach, such as Section 504 compliance and consider the most appropriate level of energy efficiency and resiliency standards. Lastly, we understand the need for efficient processes in place from the start to help the City manage appeals or complaints, and our team can promise a continuum of responsive assistance, both in-person and virtual.

Our team has deep expertise in federal recovery programs' governing regulations and policies and is uniquely prepared to support the City's compliant use of ARPA SLFRF in community investment programming. Guidehouse has a dedicated team of professionals nationwide in our Community Building and Investment Center of Excellence (CBI COE) who closely monitor all federal disaster relief and recovery legislation, and collaborate on ideas, lessons-learned and best practices used by state and local government partners across the country. This insight enables us to anticipate reporting needs, to tie together the complex grants landscape, to recommend proven approaches, and to avoid common pitfalls and challenges to ensure timely implementation and execution of the program, well ahead of deadlines. Precision and quality are heightened when Federal funding is involved. Guidehouse has a robust quality assurance and quality control program we use in all aspects of program delivery. We will bring the perspective and experiences from performing monitoring and compliance across the nation to enhance our support for Joplin.

Task 1.3 — Demolition for Residential Home Construction

Our team has experience monitoring procurement and grant compliance that has prepared us for the administration of what will be the next iteration of the current dangerous structure demolition program. We bring tools, templates, and SME expertise from similar clients, as well as local expertise that informs our on-the-ground support in Joplin, towards the creation of procurement and administration procedures for construction or demolition projects. We will routinely consult with the City to streamline documentation needed around initial outreach and ongoing required compliance for the demolition contractors.

We will work with the City on the procurement of these demolition contractors and develop a schedule to ensure the timely procurement and demolition of the identified abandoned, blighted or dilapidated vacant residential units in the four qualified census tracts 101, 106, 108 and 110. Our oversight will also include on-site monitoring to ensure the timely completion of the demolition activities, completion of a checklist to include before and after pictures to help serve as documentation of the demolition efforts. One of the goals will be to work with the city to develop maps to show the areas that are being demolished and help provide a holistic overview of areas where affordable residential units can be constructed which will help promote some of the community revitalization and economic development goals. The team will also schedule check-ins with the demolition contractors to help ensure that issues/concerns are resolved in a timely fashion. Another aspect of this program will also be to ensure that debris removal is a part of this program and to also ensure that the sites are left in a state that will be acceptable and safe to the City of Joplin.

4.2 Task 2 – Program Administration

Our team will draw on our direct experience working with the City of Joplin as well as our experience managing public grant programs to develop our program team. Partnering with our local colleagues at Viriya, we will quickly stand up the operating model with the following principles in mind: defined program outcomes, collaboration, efficiency, transparency, and flexibility. The operating model will prioritize public accessibility, with a focus on efficient outreach to vulnerable and disproportionately impacted populations. At Guidehouse, we believe programs fail at the beginning, not at the end, and that a quick, strong, and stable start is fundamental to a successful project.

Project Initiation, Portfolio Management, and Project Management Office

All portfolio management and below-mentioned processes will be managed and directed by the Projects as a part of the Project Management Office/workstream and in close coordination with the City – who will utilize the processes to effectively manage general oversight of the Home Repair and Rehabilitation and Demolition Projects, in addition to the day-to-day administration of the Down Payment Assistance Project.

In the project initiation phase, key personnel will be identified and start preparing for the beginning of service. Immediately post-award, we will conduct several meetings with key stakeholders and assigned staff to ensure the alignment of expectations and deliverables and finalize our implementation plan. This implementation plan will include training and onboarding, document review, and a final policy review. Once these plans have been finalized, we will work to understand and develop workflows, along with assigned staff, based on the program requirements and create an operational work plan. This plan would include identifying Key Performance Indicators for the program, learning and developing program requirements, establishing a communications protocol, and establishing plans for necessary facility logistics.

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Outreach and Coordination

Community Outreach Plan – Guidehouse has significant experience with community outreach and engagement, and we can assist the City to translate program requirements in ways that are publicly accessible and understandable, with a focus on effective messaging to vulnerable and disproportionately impacted populations. Joplin has continually strived to ensure that low-income and disadvantaged communities are able to access grant-funded services. As a part of this we will leverage print and social media and also promote the programs in areas with high concentrations of low-income population. Our goal is for our outreach strategy to be very extensive and to include central areas in the City some of which include churches, the mosque, library, recreational centers, hospitals, schools as well as employment areas or hubs within the City such as the Crossroads Industrial park and also coordinate closely with the Joplin Area Chamber of Commerce. We also plan to market during 3rd Thursday as well. We can help the City continue to focus its fund deployment with an equity lens and communicate that focus to the public. Our community outreach plan will include: facilitating and attending virtual and in-person public community engagement meetings, drafting program marketing materials, supporting the creation and preparation of public testimony, and participating in meetings with the City and community stakeholders and advocates. In past engagements in the City, we have held community engagement meetings at Joplin High School to gain input on the smart cities roadmap as well as social media outreach for program events.

Stakeholder Support – Our review team will be the front line of stakeholder support. Our team will provide a path to stakeholders to troubleshoot issues and answer questions, and act as the first point of escalation to highlight any potential persistent operational issues for wider adjustment as needed. Our frontline team, in addition to responding to stakeholder needs, will collect data from their interactions with stakeholders to identify pain points, as well as track usage and uptake of the program which will help to increase program efficiency.

Program Notifications

Our program notification strategy is informed by our experience delivering key communications for grant management programs throughout the life cycle of award processing. A successful program notifications plan is as much about content as it is about efficient delivery to ensure that processes flow as intended. Our activities are centered around three critical components: content creation and formatting, establishing a notification process, and ensuring record retention. Activities will include: Definition of notification use-cases, drafting notifications, notice formatting, notification delivery, individual support, record retention, and continuous improvement.

Intake



We understand that developing workflow management and having adequately trained case specialists will be an integral part of the intake program and managing applications. As a part of this, the team will develop the structure and levels of review that will be part of the case review team. Activities will include: training, productivity metrics/tools, quality control, appeals, and case processing/application review.

Effective case processing and application reviews will be critical to successfully managing the three Community Revitalization programs, particularly for the Downpayment Assistance Project. Our seasoned review team will utilize our customizable intake platform to store/retain and review documents for eligibility and accuracy, through which we also communicate with applicants and make changes to application statuses. Our team plans to leverage technology while taking considerations PII and also establish (as necessary) in-take centers at City Hall and partner with other community agencies or non-profits to establish temporary in-take time frames on certain days to help promote in person application support and submission.

Eligibility Reviews

As part of the intake process, Guidehouse will conduct eligibility reviews for each application based on established criteria. To determine eligibility, our team will assess income eligibility and duplication of benefits. Part of this eligibility determination will be analysis of submitted documentation, and retention of documents should review be needed in the future, to ensure compliance with each respective program's requirements such as income eligibility reviews.

Payment Review

Based on our experience of similar projects, we will establish a finance protocol/checklist given the importance of the payment function to the program. Our specialists will focus on a variety of crucial activities including preparing a pay file and handling post-payment adjustments. Additionally, this team will be tasked with tracking payment and financial data for reporting and reconciliation purposes, analyzing the budget, and managing financial closeout activities. Activities will include: grant accounting principles and design, award determination and compliance reviews, payment processing, payment adjustments, budget management, reconciliation, financial and ARPA SLFRF reporting, and closeout.

Timekeeping and Record Management

We understand the importance of maintaining comprehensive records of our daily activities. We will develop detailed timesheets with project phases, administrative tasks, administrative activity descriptions, and other necessary details. Our rates are comprehensive and inclusive of all costs. In addition to comprehensive activity and time tracking, we will provide regular and meaningful updates through multiple modes of communication and reporting. For example, we are prepared to provide:

- Monthly Progress Reports: These reports will provide insight into work completed, work to be complete in upcoming periods, cost performance, key risk/issues, and opportunities.
- Ad-hoc or Weekly Progress on Project Level Data: We can develop more detailed weekly or ad-hoc reports that illustrate application status, outreach timelines, workloads, and other critical benchmark data.

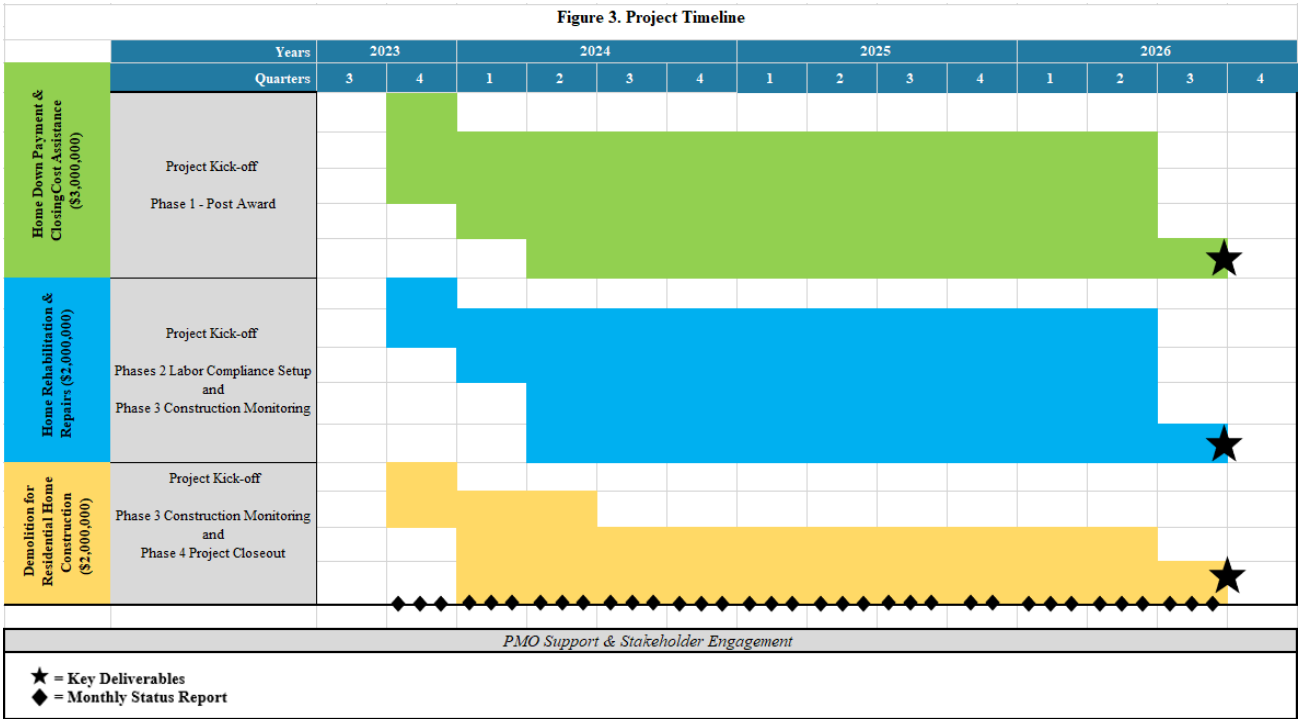
4.3 Task 3 – Timelines, Compliance/Reporting, Meetings, and Coordination

Timelines

Close coordination is essential from day one of the project. Our team's approach is focused on ensuring program funds are spent by September 30, 2026. The Guidehouse team understands the administrative requirements for the City of Joplin's Community Revitalization Program projects and the importance of appropriate and timely disbursement of program funds. The skills and expertise of our team are the driving force behind our ability to deliver effective services that meet the program's current and future needs, and there is a consistent rhythm in the disbursement of funds.

We propose a project timeline of late 2023 through September 2026 to complete the tasks identified by the City of Joplin for the Community Revitalization Program. Our project timeline complements our project approach and aligns with the State of Missouri Department of Economic Development's deadline of September 30, 2026.

Figure 3 - Project Timeline



The timeline proposed is currently estimated. Guidehouse will coordinate with the City of Joplin and essential stakeholders to create and implement a project management plan (PMP) that meets the city's needs and define realistic milestones. The PMP will prioritize key milestones and includes:

- Program Design
- Program Administration
- Timeline
- Compliance and Reporting
- Monitoring
- Technical Assistance
- Closeout and Audit Preparation

The comprehensive plan will outline how the project will be executed and set the cadence for timely distribution of the Community Revitalization Program funds over the allotted period.

Compliance/Reporting

The U.S. Department of the Treasury requires ARPA SLFRF award recipients to dedicate a significant investment in time and energy towards maintaining compliance with quarterly reporting requirements. Our team of subject matter experts who have worked on numerous SLFRF engagements have deep experience in maintaining compliance with Treasury's SLFRF reporting requirements, particularly in the analysis and practical application of Treasury's Project and Expenditure Report User Guide and Compliance and

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Reporting Guidance. Satisfying federal reporting requirements is a team effort, which will be led by our reporting workstream.

For ARPA SLFRF Expenditure Category 2: Negative Economic Impacts, in addition to standard SLFRF reporting metrics, our team will ensure the Expenditure Category-specific information is reported on correctly:

- Capital expenditure-related project information
- Demographic information on Impacted and/or disproportionately impacted population served by the project
- Structure and objectives of the assistance program, including the negative economic impact experienced
- Description of approach to ensuring that response is reasonable and proportional to a negative economic impact of Covid-19, as described in the final rule

The reporting workstream will be staffed by seasoned federal reporting experts who will ensure that all reporting requirements are met and submitted on time. Reporting requirements will be built in to our proprietary grants management platform, from which our team will be able to draw reporting data ready to be uploaded to the Treasury portal. Our platform has bulk upload capabilities which will facilitate streamlining of reporting. In addition to our platform that will collect data and create reports, our team will maintain frequent communication with stakeholders involved in the reporting process to provide clarity on program needs, and if needed, training on reporting.

Compliance and reporting are a critical part of the City of Joplin's successful program management. Measures, controls and reporting help ensure that program services are managed effectively and efficiently.

Guidehouse will create a report to share the results of the monitoring activities with the City of Joplin. We support the development of standardized approaches and structures for regulatory reporting to monitor M/WBE, Section 3 of the Fair Housing Act, and Davis-Bacon Act requirements, among others. This includes producing monitoring reports for HUD, City of Joplin's leadership, and other stakeholders.

Meetings

Guidehouse provides a team of subject matter experts who will attend meetings with or on behalf of the City of Joplin. Our team will partner with the City of Joplin, ensuring stakeholders are informed, project dependencies are monitored, issues are resolved swiftly, and schedules are met.

Guidehouse will work with the City of Joplin to develop a solid timeline. Our team is local and committed to the administration of tasks and service management for the Community Revitalization Program projects. Our team's main objectives are:

- Collaborate with the City of Joplin and other stakeholders to prepare and maintain an overall project plan spanning all stages of the program.

- Partner with relevant stakeholders to identify the best and most robust solutions for program operations, funding tracking, compliance monitoring and timely reporting via dashboards in coordination with City staff.
- Oversee compliance monitoring of all subcontractors to ensure compliance with both individual contracts and all state and federal regulations.

A kick-off meeting will be held within 15-30 calendar days of the project effective date and set up a monthly, bi-weekly, or weekly meeting cadence for project status and program updates. Project statuses and program updates can be customized using project dashboards for meetings to provide a comprehensive summary to easily identify program details. This method provides a standard platform for pertinent program planning, execution measurements, and provide a way to substantiate them.

Our approach allows our team to properly communicate meaningful and reliable project information to partners and other relevant stakeholders. The on-site exchange during scheduled meetings on project execution and status updates creates a collaborative setting that enables informed decision-making on all levels.

4.4 Task 4 – Monitoring

Monitoring

The primary objective of our Grants Monitoring workstream is to assist the City of Joplin in organizing, planning, coordinating, and executing Community Revitalization Programs. Our team will consist of specialists who will focus on the tactical elements of each project, including monitoring project cost and schedule, maintaining compliant and organized project folders, developing project meeting schedules and maintaining reporting standards, assisting the City of Joplin and sub-recipients with required reporting, and maintaining relationships with stakeholders.

Our team will consist of Guidehouse technical specialists and our teaming partner, Joplin-native Viriya, who will be available to consistently attend meetings, maintain action item trackers and provide technical assistance. We are also leveraging the subject matter expertise of Patty Heagel who was the Former CDBG-DR program manager and was a critical piece in the design of two of the three programs in the Community Revitalization program. To manage quality and risk, our team will adhere to a strict reporting and review protocol, and our local ground team will work closely with full-time Guidehouse technical specialists. All work will be managed and monitored by full-time Guidehouse staff who have a thorough understanding of the State's quality expectations, courtesy of our previous work with the city. Our team consists of specialists in federal grants management, accounting, housing, infrastructure and construction project management, economic development and community revitalization, and mitigation projects. This blend of teaming partners, local subcontractors and full-time Guidehouse specialists provides a lean team structure, which will enable efficiency and maximize grant funding utility.

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Internal Controls

The Guidehouse team will work closely with the City to develop and implement effective internal controls. Our team has a deep understanding of recovery efforts undertaken by the city to-date, including controls, reporting, and monitoring and tracking tools. To continue designing and implementing enhanced internal controls and reporting tools, we will conduct an expedited analysis of the current state of administration and program management controls. As part of that analysis, we will confirm current controls, procedures, processes, and tools utilized for financial, program, compliance, and project management. Our team will facilitate improvements to these internal controls, and where relevant, suggest additions to complement existing controls.

We will focus our discussions on strengthening and fortifying the city's current program management processes and tools. Specifically, areas we will analyze include: schedule management, project financial management, procurement and documentation, compliance monitoring, and stakeholder management. Analysis of project financial management will consist of mechanisms to track, monitor and forecast: project obligations, project expenditures, anticipated values-to-completion, and project cost performance. Analysis of schedule management will consist of programs utilizing industry best practices to: develop and maintain an integrated master schedule, hold progress meetings, and track expenditures. Analysis of stakeholder engagement will include protocols to effectively manage stakeholders by establishing: periodic reporting meetings, key reporting metrics and goals, technical assistance workshops, compliance and regulation, procurement guidelines, and quality assurance.

Risk Management

The Guidehouse Team will implement a non-burdensome and transparent, but also rigorous approach to the identification, analysis, and response to risk. Our team has a unique understanding of the principals and applications of risk management, both at the macro program level and at the micro project level and have helped to establish risk management frameworks across the industry that are now industry standards. As part of our work identifying and managing risks with other clients managing similar housing and disaster recovery efforts, we developed thorough but non-burdensome approaches to risk management and will assist the city of Joplin in doing the same. We will assist the city to:

- **Determine Risk Management Maturity:** We will work with key program stakeholders including Community Housing Development Organizations (CHDOs), housing non-profit agencies, and others to agree on the current "level" or maturity of risk management within the City of Joplin.
- **Agree on Desired Risk Management Approach:** After we establish a baseline detailing the City of Joplin's current maturity along a risk management framework, we will work with stakeholders to agree on the appropriate level of risk management that should be conducted. These decisions will include:
    - Personnel who will conduct risk management

  - Escalation paths once a risk is identified
  - Potential risk response strategies
  - Key sponsors, stakeholders, and decision makers
- **Implement Risk Management Program:** After our team has agreed on the current state of the City's risk management practices and the desired risk management approach, we will work with the city to deploy these practices across the Community Revitalization Program. This work will include drafting regular communications, creating forms and templates, and assembling key stakeholders to complete key deliverables.

Issue Management

Issue Escalation is an extremely important communication process within the Guidehouse Team, as identifying, expediting, and resolving issues (such as those with specific applications) is critical to the functioning of any housing and disaster recovery program. All team members will have access to multiple avenues through which issues can be resolved – either through formal or informal processes.

Guidehouse's formal escalation process follows a chain of command approach, following the set organizational structure within the project. All team members know where they fit into this organizational structure and who their direct manager is. The direct manager in charge of escalations will typically be the Project Manager or Program Lead, to whom team members will raise any issues. If issues cannot be resolved at this level, they will then be escalated to the Engagement Lead/SMEs. Once these issues are escalated, it is the responsibility of the Project Manager(s) to take action to resolve the problem. This is typically done through meetings where the appropriate team members coordinate to prioritize all pending issues and determine the needed course of action to correct or mitigate issues in order of priority.

To facilitate the informal escalation process, all senior management at Guidehouse has an "open door policy." This means that team members may discuss any and all issues encountered with the Engagement lead and SMEs as needed. This policy allows all levels of employees to feel that they have an avenue for resolving issues that they feel they cannot resolve on their own, whether they are professional (related to applications or program-specific), or personal in nature.

4.5 Task 5 – Technical Assistance

While the City has successfully won funding for the Community Revitalization Program, a myriad of rules, regulations, and strings attached come along with it. Such added procedural and policy complexity, while not new to the City, requires intensive policy strategy and coordination. Our experience has shown us that the benefit of providing technical assistance to our partners can be exponential. We will align our approach to technical assistance with the needs and complexity of the three programs within the

Community Revitalization Program, and will work with the city to provide assistance in the form of technical expertise, policy analysis, and training on new policy developments.

As demonstrated throughout this document, our team is comprised of leading experts in disaster recovery grants management and regulatory compliance, particularly as pertaining to programs funded by ARPA SLFRF (see a non-exhaustive list of technical assistance services below).

Services for the City of Joplin		
Data Analysis	**Research**	**Advisory**
Programmatic reporting	Waivers & appeals	Procurement assistance
Appeal preparation	Final Rule and compliance updates	Relationship management
SLFRF dashboarding	Coordination with City officials	Policy & procedure advisory
Project aging statistics	Best practices	Grant requirements / eligibility review

Our staff are prepared to advice and help ensure compliance. Our staff include those with expert understanding of federal grants management under 2 CFR 200, as well as applicable federal laws, regulations, requirements, and executive orders related to housing and urban development, public buildings and public works, financial management, civil rights, equal employment opportunity, affirmative action, minority and women-owned business utilization, labor standards, and other applicable federal provisions pertinent to SLFRF-funded programs. We are also uniquely familiar with and will follow all applicable Missouri State and local laws, regulations, and codes, as we have done and currently do on other engagements with the City.

It is one thing to be aware of applicable regulations, and quite another to comply and enforce them. Our team will assist the will assist the City in complying with and enforcing applicable executive orders and federal, state, and local regulations, codes, rules, ordinances, standards, and requirements down through its subcontractors and suppliers. In addition, we will assist the City in complying with the most up-to-date housing guidelines, minimum property standards, minimum acceptable standards for residential acquisition, construction, demolition, and rehabilitation, and all published City policies and procedures.

Our project team, both on the ground and virtually, will provide all the above-mentioned services to City officials and applicants of the three programs within the Community Revitalization Program. Beyond themselves being subject matter experts and staying abreast of the frequent Treasury alterations of ARPA SLFRF rules, our team members will serve as intermediaries between program stakeholders and the Guidehouse Center of Excellence (CoE).

The CoE is a Guidehouse-internal resource repository and knowledge-sharing community comprised of subject matter experts. These experts specialize in housing, disaster recovery, and community solutions, with experience stretching across states, counties, cities, and municipalities around the country. The CoE, in addition to providing briefings

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on industry best practices and advances in respective fields, has been at the forefront of SLFRF analysis since ARPA was passed. When a project stakeholder asks a policy question or requests specific information on program requirements or best practices, our project team will liaise with our Center of Excellence to provide the most accurate, up-to-date responses that will help to simplify the complexities of ARPA SLFRF compliance. The complexities are further simplified by the resources in the CoE's repository such as templates, tools, and dashboards specific to SLFRF that can be individualized and leveraged for the three Community Revitalization programs.



Further, a critical component of technical assistance for the Community Revitalization Program will be training, which will be available to program stakeholders. Training materials – on topics ranging from demolition requirements for federally funded programs, to ARPA SLFRF guidelines, to application processing – will include customized worksheets, handouts, templates, and PowerPoint slides. These materials will be delivered to relevant stakeholders as frequently as needed or requested. Experienced trainers will present information and the Guidehouse team, members of whom are nationally recognized in providing training, will support all technical assistance material. Training material will be updated and presented regularly throughout the grant to ensure that all staff are made aware of and understand any changes to policies or procedures.

4.6 Task 6 – Close-Out & Audit Preparation

Our mindset is that project closeout begins on day 1. Our experience has taught us that a thorough and comprehensive document management program is the foundation for a successful closeout program. We will implement sound and comprehensive document management practices that will help enable successful internal monitoring, auditing and reporting without being burdensome. We have seen first-hand the critical impact of effective document management across many of our ARPA SLFRF engagements and beyond, particularly in responding to federal Office of Inspector General (OIG) inquiries. Throughout the life of the City's program, we will establish:

- **Protocol and Naming Conventions:** We will work across stakeholders (project leads, IT staff) to assess current documentation naming conventions and storage

protocols. We will enhance, as needed, and implement the naming protocol and naming conventions on each project element.

- **Electronic Records Management:** We will utilize an online submission portal to both streamline the submission process as well as store all required program documentation. We will also manage the conversion of physical files into electronic records, providing technical assistance to applicants when needed.
- **Compliance with Federal Regulations:** We will store physical files in accordance with Federal guidelines (Treasury / ARPA / SLFRF / 2 CFR) and maintained for three years beyond the State's final FSR for the grant or if an FSR is not required three years from the date of the final certification of completion of the last project. Our team will work to help the City ensure that physical records are stored in facilities with appropriate security protocols.
- **Monitoring Work Completion:** We will work with the City to ensure that project files contain all requisite compliance documentation for project closeout, including results of project monitoring, requests for and correspondence related to changes in scope and cost of work. Our team will monitor projects throughout their lifecycle to ensure the project files contain:
    - All required and unique documentation for the Home Down Payment and Closing Cost Assistance Program such as:
        - Income statement
        - Citizenship status
        - Social security number taking into consideration PII requirements
        - Election for payment form
    - All required and unique documentation for the Home Rehabilitation and Repairs Program such as
        - Proof of ownership
        - Income statement
        - Lead-based paint forms
    - All required and unique documentation for the Demolition for Residential Home Construction Program
        - Demolition Permits
        - Environmental permits
        - Grant Agreement
- **Reconciling Final Costs:** We will assist the City in determining the final cost of accomplishing the eligible work, often performing inspections or audits to do so.
- **Defining Recapture terms:** We will work with the City and DED to determine recapture timelines and terms in order to help reduce post close-out administrative requirements. We will also develop a tracker to outline the various timelines for each applicant under the JHAP and JHRP (as applicable)
- **Audit preparation -** We understand that when receiving federal funds, the State and sub-recipients will need to always be prepared for audit visits, and have information, substantiation, and responses prepared with recommendations for improvements on any concerns or findings. Our team will provide:

  - Training on and distribution of information on identified OIG strategies to avoid common pitfalls and/or to promote leading practices
  - Preparing and assessing documentation in preparation for audits
  - Supporting the City during any audit meetings
  - Assisting in responding to audit concerns or findings
  - Developing recommendations for improvement or corrective action
- **Closeout Applicant Assistance**: Further, we will set up Closeout Teams within the Guidehouse Team to conduct the reimbursements and closeout for a designated group of applicants. Having a dedicated team to work through problems identified in the reimbursement requests by working directly with the applicants will streamline the information requests and ensure progress on the reimbursement and closeout processing. The Closeout Specialists will leverage their developed relationships and understanding of applicants' projects and documentation to expedite review processes and maximize the touchpoints with the applicants.
  - Our team understands the extensive and thorough documentation requirements for each program funded by ARPA SLFRF. To effectively manage the collection efforts and not overwhelm the applicants with documentation requests, we will provide high-quality applicant assistance through our Closeout Specialists. The Closeout Specialists providing applicant assistance will serve as the main point of contact for applicants, managing projects during the reimbursement and closeout phase. This team will be in the field working directly with the applicants and providing technical support and guidance in-office and available remotely.
- **Data Security:** The project will deal with a tremendous amount of Personally Identifiable Information (PII), so the security around those technology systems is critical. Our team will establish a comprehensive data security plan to guide the handling of PII.

Working closely and directly with the City and applicants, Guidehouse is prepared to implement this comprehensive closeout strategy that starts on Day 1 and runs through the entire lifespan of the project.

5.0 Additional References

Every day our team is helping clients solve their biggest challenges. The following section highlights the relationships that we have built with our clients and demonstrates our experience working in compliance with federal funds, especially with administering American Rescue Plan Act (ARPA) funds. The contacts provided below may be used to verify Guidehouse's expertise and experience relevant to the request for services.

5.1 Guidehouse References

Client Reference	Department of Veteran Affairs Office of Construction and Facilities Management
Name/Title	Raymond Savoy, Executive Assistant, Office of Facilities Acquisition
Telephone Number	202-664-2732
Email Address	Raymond.Savoy@va.gov
Summary of Relationship	Guidehouse supported the Office of Construction and Facilities Management (CFM) within the Office of Veterans Affairs (VA) from September 29th 2022 to the present on key, strategic initiatives as well as day to day operational actions. In the Fall of 2021, Guidehouse, as a part of Team ReefPoint Group (RPG), was brought into CFM to provide strategic support to executives as they looked to make sweeping organizational changes as well as provide stability to day-to-day operations through bolstering ongoing staff activities and identifying ways to improve, expedite, or optimize current processes and procedures. The team supported the Office of the Deputy Executive Director, the Chief Facility Strategy Officer, the Office of Resource Management, the Office of Design and Construction, the Office of Facilities Planning, and the Executive Director's Office.

Client Reference	Department of Veteran Affairs Office of Construction and Facilities Management
Name/Title	Shain Carrizal, Sr. Director, HRRM
Telephone Number	713-274-5525
Email Address	Shain.carrizal@bmd.hctx.net
Summary of Relationship	Point of Contact for Performed Services

6.0 Pricing

Employees and respective rates are Guidehouse confidential. Please see attached Reservation of Rights.

Department	Title/Function	Average Hourly Rate Contract Term	Estimated Hrs 2023	Estimated Hrs 2024	Estimated Hrs 2025	Estimated Hrs 2026	Estimated Total hours	Total Cost
Guidehouse	Director	$345	20	60	40	20	140	$48,300
Guidehouse	JHAP Lead	$185	40	120	120	60	340	$62,900
Guidehouse	Demolition & JHRP Lead	$160	80	720	400	100	1,300	$208,000
Guidehouse	Project Manager	$160	40	1080	400	100	1,620	$259,200
Guidehouse	Subject Matter Expert	$160	40	720	400	100	1,260	$201,600
Guidehouse	Program Support	$100	0	720	380	100	1,200	$120,000
Not to Exceed Annual Grand Total Hours			$39,900	$518,100	$266,000	$76,000	5,860	**$900,000**
							Travel Year 1	**$15,000**
							Travel Year 2	**$15,000**
							Travel Year 3	**$15,000**
							Grand Total:	**$945,000**

Please note the pricing above represents Not to Exceed costs from December 2023 – September 2026.

Guidehouse is willing to consider a BAFO should we be selected to move to the next round.

Appendix A. Proposal Submission Form

REQUEST FOR PROPOSAL SUBMISSION #2023-RFP-12

Company: Guidehouse Inc.

Address: 685 3rd Ave 14th floor, New York, NY 10017

Contact Person: Kajal Patel

Telephone Number: 732-589-0890

Email: kpatel@guidehouse.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

Use or disclosure of data contained on this page is subject to the restriction on the cover page of this document.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services

necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this day of 20th October 2023

BY:

Signature Date: 20th October 2023

Name (Printed): Kajal Patel

Title: Partner

Signature:

EXHIBIT F

City of Joplin
602 S Main Street
Joplin, MO 64801
417-624-0820
jhap@joplinmo.org

American Rescue Plan – Community Revitalization Grant Administration and Program Management Interview Score Sheet

Company	Interviewer #1	Interviewer #2	Interviewer #3	Interviewer #4	Interviewer #5	Avg
Guidehouse	41	40	42	38	32	39
Alvarez & Marsal	39	45	44	43	43	43

COUNCIL BILL NO. 2024-256 ORDINANCE NO.

AN ORDINANCE approving a contract by and between the City of Joplin and Alvarez & Marsal (A&M) to provide Professional Administrative Services and Technical Assistance for the American Rescue Plan Act (ARPA) Community Revitalization Program; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin.

WHEREAS, on March 11, 2021, the Department of Treasury established the State and Local Fiscal Recovery Fund (SLFRF) to build upon and expand the financial support provided to state and local governments as they navigate the long-term economic consequences of the COVID-19 public health emergency.

WHEREAS, the City of Joplin was awarded $3,500,000 (Three Million Five Hundred Thousand) with a matching fund requirement by the Missouri Department of Economic Development's ARPA Community Revitalization Grant Program.

WHEREAS, the City of Joplin's Community Revitalization Program is comprised of three housing programs that will advance the revitalization of neighborhoods by providing individuals an opportunity to secure homeowner status by contributing to down payment and closing costs, providing funding to qualified homeowners for exterior home repairs, and funding the demolition of dangerous and vacant residential structures.

WHEREAS, the City of Joplin needs temporary additional staff to help create, implement, manage and close out these new housing programs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the contract between the City of Joplin and Alvarez & Marsal in the amount of $533,610 (Five Hundred Thirty-Three Thousand and Six Hundred Ten Dollars) to administer the Community Revitalization Program is approved.

Section 2. That the City Manager, or his designee, Director of Planning, Development and Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said contract, or contract in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultants work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Planning, Development and Neighborhood Services and his certification to the effect to the Director of Finance, the contractor shall be paid $100,000 (One Hundred Thousand) from ARPA with the balance coming from Use Tax funds.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-608 – approving a Recruitment Incentive Program for filling vacant positions.

MEETING DATE
February 16, 2024

ORIGINATING DEPT
Human Resources

ATTACHMENTS
Recruitment Incentive Program Overview, Recruitment Incentive Program Agreement, Referral Incentive Program Agreement

REVIEWED BY
Director of HR/Risk: Michelle Ducre; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the adoption of a Recruitment Incentive Program for city employees who refer qualified applicants who are hired and successfully complete their 6 months probationary employment period. The budget is being amended for this program in the amount of $25,000.

BACKGROUND
The ability to recruit, hire, and retain city employees has become increasingly difficult in light of increasingly competitive private and public sector wages. The City has been affected by these conditions which are reflected in current staffing levels. At the end of 2023, the City had 65 vacant positions, down from 97 vacancies in 2022. Currently the City has 34 vacancies with anticipation of seventy employees who are eligible for retirement in the next five years. In an effort to hire qualified candidates and develop succession plans for our future workforce, we are proposing this recruitment incentive program. The hiring of these qualified applicants would aid our recruiting efforts and increase the staff capacity of various departments to fulfill the growing number of projects and action plan initiatives.

FUNDING SOURCE
This program will be funded by the general fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill being an ordinance dealing generally with payment of current city government expenses, and as such, this Ordinance shall become effective immediately upon its passage.

EXHIBIT A

CITY OF JOPLIN
EMPLOYEE REFERRAL PROGRAM

The City of Joplin employee referral program is created to help incentivize current City team members to refer applicants for employment at the City of Joplin. Eligible regular full-time and part-time employees who successfully follow the referral steps below, qualify to receive one thousand dollars ($1,000)* for the successful referral at the new team member's completion of their 6-month probationary period.

*The referral incentive is limited to one (1) new referral per fiscal year. The referral incentive will be paid to the referring employee once the new employee successfully completes their 6-month probationary period (the employee referred cannot be an existing or former City of Joplin employee). Referral incentives will have applicable taxes deducted.

Note: Council Members, City Manager, Assistant City Manager, Finance Director, Department Heads, members of Human Resources, Immediate Relatives of the referred employee, and any staff involved in hiring the team member are **not eligible** for referral incentives.

TO RECEIVE THE INCENTIVE, FOLLOW THE STEPS BELOW:

City Team Member Requirements



- Notify your applicant referral of existing job vacancy
- Instruct them to mark on the application that they heard about the position through a city employee **AND** they **must** list or write your name on the application next to the employee name section

Failure to complete the steps above will result in referral incentive being forfeited

Applicant Requirements



- At the time of completing the application, the applicant must list that they heard about the job from a City employee
- On the application, next to the employee name section, type or write the first and last name of the referring employee

COUNCIL BILL NO. 2024-608 ORDINANCE NO.

AN ORDINANCE approving a Recruitment Incentive Program designed to attract qualified candidates for vacant positions at the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and setting a date when this Ordinance shall become effective.

WHEREAS, the City of Joplin has over thirty (30) unfilled positions and desires to attract and retain qualified applicants, and

WHEREAS, this program would allow a referral incentive for qualified City of Joplin employees who refer an applicant that successfully completes their six month probationary period, and

WHEREAS, this program allows for increased capability to recruit and retain qualified candidates for employment with the City of Joplin.

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

Section 1. That the Recruitment Incentive Program, attached hereto as Exhibit "A", is hereby approved.

Section 2. As set forth in Recruitment Incentive Program, Exhibit "A", City of Joplin employees that meet qualifications may receive a referral incentive in the amount of One Thousand Dollars ($1,000.00) for qualified applicants they refer that are hired and successfully complete the six (6) month probationary period.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00).

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

Section 5. That this ordinance shall become effective on April 1, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____day of _____, 2024, by a vote of _____.

_____
Doug Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-541 – Approving Redevelopment Project 4 of the 32nd Street Place TIF Plan

MEETING DATE
February 20, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-541 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 4 of the 32nd Street Place TIF Plan generally located to the north of Hammons Boulevard and the east of Rangeline Road and south of 32nd Street.

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted a proposed TIF (tax increment financing) Plan several months ago, called the 32nd Street Place TIF. A meeting of the TIF Commission was held on October 29, 2020 to consider the proposed TIF Plan. Staff presented an analysis of the proposed TIF, as well as Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission approved the TIF Plan unanimously, with two members being absent.

The 32nd Street Place TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the developer will be reimbursed from these proceeds generated by the development. The total project cost is nearly $188.9 million, with just over $30.1 million eligible for TIF and CID reimbursement.

This ordinance approves Project 4 of the 32nd Street Place TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends removing this item from the table and passing it on Second and Third Reading.

COUNCIL BILL NO. 2020-541 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 4 of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on December 28, 2020, the City of Joplin, Missouri (the "City") adopted the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 4 included therein by Ordinance No. 2020-___, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 1C, 2A, 2B, 3, 4, and 5 in Redevelopment Project Areas 1A, 1B, 1C, 2A, 2B, 3, 4, and 5, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 4 legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 4"). Redevelopment Project 4 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 4. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 4 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 4, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 4 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 4 shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in

the area selected for Redevelopment Project 4, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 4 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

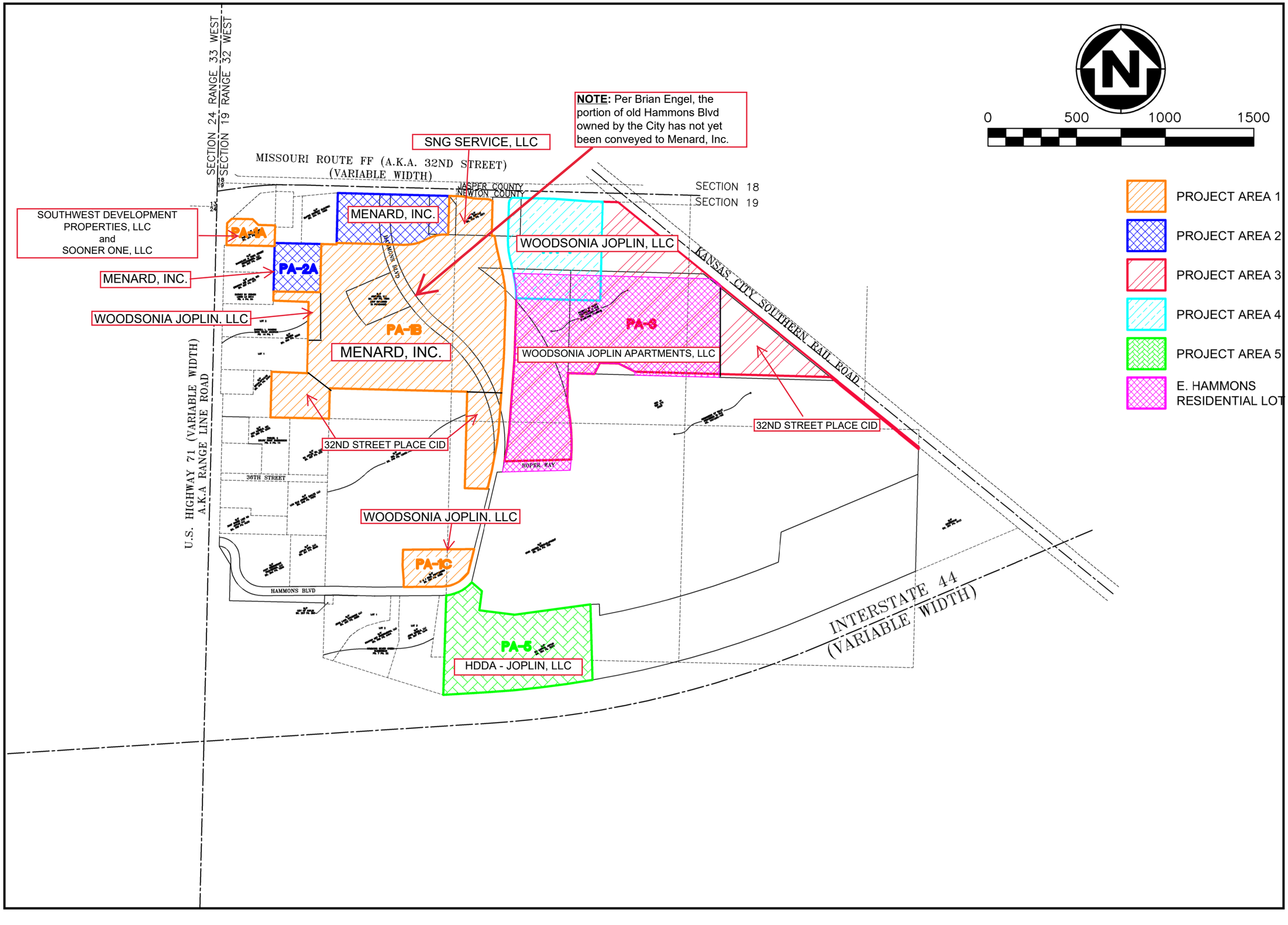
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 4

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1668.63 FEET; THENCE SOUTH 01°30'26" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (32ND STREET), AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 228.35 FEET; THENCE SOUTH 85°37'49" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 200.25 FEET; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 77.67 FEET; THENCE SOUTH 01°34'12" EAST, A DISTANCE OF 557.17 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 472.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°58'55" WEST, A RADIUS OF 546.50 FEET, FOR AN ARC DISTANCE OF 133.05 FEET; THENCE NORTH 12°57'24" WEST, A DISTANCE OF 96.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 05°39'52" WST, A RADIUS OF 453.50 FEET, FOR AN ARC DISTANCE OF 115.44 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 198.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 38°45'07" EAST, A RADIUS OF 30.00 FEET, FOR AN ARC DISTANCE OF 38.88 FEET TO THE POINT OF BEGINNING. CONTAINING 287,789.28 SQ. FEET (6.61 ACRES).



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A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.

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CHECK BY:	KRB
LICENSE NO.	LC-62
DATE:	2020-09-22
FIELD BOOK:	
JOB NUMBER:	20JO10011

REVISIONS

NO.	DESCRIPTION	BY	DATE

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WOODSONIA REAL ESTATE INC.
PROJECT AREAS
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

SHEET NUMBER

OF

Feb 21, 2022 – 4:36pm Plotted By: KC Eng 6 G:\Shared drives\XC10 – Land Development\Projects\2021\21XC10040–JQ Hammons Phase 1 Realestate\01 CIVIL\02–ENG\Exhibits\TIF EXHIBITS\PROJECT AREAS BOUNDARY.dwg Layout: WOODSONIA PROJECT AREAS

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-107 – Construction Agreement with R.E. Smith Construction Company for the Interior Renovations at Joplin City Hall.

MEETING DATE
February 5, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2024-107 Ordinance, Bid Summary, Plan Sheets, Construction Agreement

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall.

BACKGROUND
The Action Plans approved by City Council included a strategy for increasing positive messaging in promotion of the City. This strategy included new staff positions in the communications department. These new staff along with the existing staff will be located on the second floor of City Hall. The approved Action Plans also called for an additional staff position in the finance department. To accommodate the staff, renovations are required on the second and third floors of City Hall. These improvements were approved in the 2023-2024 budget.

In accordance with the City of Joplin's procurement policies, a request for proposal for the Interior Renovations at Joplin City Hall was advertised in the Joplin Globe on December 8th, 2023, and bids were received by the City on January 12, 2024. Two bids were received, with R.E. Smith Construction selected as the lowest responsive bidder. The low bid is within the staff's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 90 working days.

FUNDING SOURCE
This item includes a fiscal year 2024 budget amendment and is funded from the approved Proposition Use Tax Funds

RECOMMENDATION
Staff recommends approval of Council Bill 2024-107, Construction Agreement between City of Joplin and R.E. Smith Construction Company for Interior Renovations at Joplin City Hall in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00). Furthermore, approval of this council bill will allow the contractor to start the project

immediately, to procure materials in a timely manner, and to expedite the completion of the project prior to the addition of new staff members.

Bid Summary
PROJECT: INTERIOR RENOVATIONS JOPLIN CITY HALL
DATE OF BID OPENING : January 12, 2024 10:00 AM Joplin City Hall 4 th Floor Conference Room

COMPANY	*BASE BID*	*ALT #1*	*ALT #2*	*ALT#3*
R.E. Smith Construction Company	**$329,000.00**	**$31,000.00**	**$42,000.00**	**$17,000.00**
Crossland Construction Company, Inc.	**$411,000.00**	**$21,250.00**	**$38,400.00**	**$64,500.00**
Staff's Estimate	**$370,348.00**	**$23,855.66**	**$39,140.00**	**$30,750.00**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: R.E. Smith Construction Company Address: 1036 W. 2nd Street Joplin, Mo. 64801	
Attention: Coty Pringle		Attention: Clinton R. Walton	
Department: Public Works - Engineering		Phone: 417-623-4545	Fax:
Phone: 417-624-0820 Ext. 1557	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Interior Renovations Joplin City Hall

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 working days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and

employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $419,000.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $100 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

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

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

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

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

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

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Nineteen Thousand and 00/100 dollars ($419,000.00), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

20. 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.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:
R.E. Smith Construction Company

By:

_____

Printed Name:

_____

Title:

_____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Public Works Director

2

NOTE:
THE BASE BID INCLUDES THE PAINTING OF THE WALLS FOR THE FOLLOWING ROOMS. 211, 217, 218, 219, 221, 222, 225, 226, 227, 228, 231, 232, 233, 235, AND 236

(N) REPLACE THE CURRENT WALL OUTLET WITH A DUAL RJ-45 OUTLET, AND APPROPRIATELY LABEL THE EXISTING NETWORK CABLE FOR BOTH THE PHONE AND THE NEW CAT 6 PC CONNECTION.

(N-2) ADD TWO NEW CABLE RUNS USING CAT 6 CABLES TERMINATED AT A DUAL RJ-45 OUTLET. LABEL ONE FOR PC AND THE OTHER FOR PHONE.

NOTE:
ALL NEW DOOR FRAMES SHALL BE 3'-0" x 7'-0" AND MATCH EXISTING DOORS IN TRIM AND COLOR. DOOR HARDWARE SHALL BE BRASS COATED AND ALL NEW DOORS SHALL HAVE A MATCHING DOOR STOP TO BE INSTALLED.

NOTE:
ALL NEW WALL TRIM, AND WALL TEXTURE SHALL MATCH THAT OF EXISTING.

1

(E) ADD (1) 125 VOLT DUPLEX OUTLET IN THIS LOCATION

(E-6) ADD (1) 125 VOLT DUPLEX OUTLET IN THIS LOCATION 6 FT FROM FIN. FLR.

(E-12) ADD (1) 125 VOLT DUPLEX OUTLET IN THIS LOCATION CENTER ABOVE THE DOOR @ 12 FT FROM FIN. FLR.

NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION

NOTE:
ALL WALLS ARE TO BE 9'-0" FROM FINISHED FLOOR WITH THE EXCEPTION 211, 218, 225, AND 233 THEY WILL BE FROM FINISHED FLOOR TO THE CEILING ABOVE THE SUSPENDED

THIS AREA WILL REQUIRE CAULKING AROUND FRAMING TO ENSURE SOUND DAMPENING CAULKING MUST BE APPLIED DIRECTLY TO GLASS ON THIS CONDITION CONTRACTOR TO ENSURE CAULKING WILL BE ADEQUATE FOR THERMAL CONDITIONS

NOTE:
CONTRACTOR TO VERIFY THAT EXISTG SPRINKLER WILL STILL BE ADEQUATE AFTER INSTALLATION OF NEW PARTITION WALL

SPRINKLERS IN LOCATION MUST BE MOVED TO EA. SIDE OF WALL

INSTALL NEW CARPET TILE
2,250 SQ. FT. LEFT OVER MATERIAL TO BE STORED BY CITY OF JOPLIN
THIS IS FOR THE FOLLOWING ROOMS
217, 218, 221, 225, 227, 228, 232, 233, 235, AND 236
SEE NOTE. 2 OF FLOORING ON SHT. 4

NOTE:
CONTRACTOR TO PERFORM THE FOLLOWING TO MITIGATE SOUND
INSULATE ALL NEW WALLS IN 225 OFFICE FROM FLOOR TO CEILING WITH WOOL BATT INSULATION.
INSTALL A DOOR SWEEP AND GAP INSULATION ON THE DOOR FRAME.
SEAL ALL OPENINGS AROUND THE INSULATION WITH CAULK OR SPRAY FOAM.

REMOVE (3) CLERESTORY WINDOWS FROM THIS WALL AND INSULATE PER THE NOTE ABOVE
THESE WINDOWS WILL BE RELOCATED AT THE SAME ELEV. TO ROOM 222 AS SHOWN

1 OFFICE LIGHTING IN THE FOLLOWING ROOMS TO HAVE SWITCHES INSTALLED TO CONTROL LIGHTING INDEPENDENTLY
225,233, AND 236

WORK ROOM 210
OFFICE 213
OFFICE 215
OFFICE 225
OFFICE 233
OFFICE 227
OFFICE 232
OFFICE 228
OFFICE 218
OFFICE 221
OFFICE 217
WELCOMING AREA 236
STORAGE FILING 235
RECEPTION 214
STORAGE AREA 211
CORRIDOR 209
STAIR LOBBY 207
OPEN AREA 219
WORK AREA 223
OFFICE 231
FIRE ESCAPE

ADD MAG LOCK SEE NOTES SHT. 4

ADD NEW SIDE LITES TO EA. SIDE OF EXISTING DOOR MATCH EXISTING ACROSS HALL

EXISTING DOOR INTERFERES WITH NEW WALL
INSTALL NEW DOOR AND FRAME AND REVERSE SWING

EXISTING LIGHT TO BE DELETED IN THIS LOCATION

REMOVE AND RE-USE DOOR FOR OFFICE 218 AS SHOWN

THIS AREA CONTAINS NETWORK SWITCH FOR NEW CAT 6 TIE IN

1 INSTALL NEW CARPET TILE
420 SQ. FT. LEFT OVER MATERIAL TO BE STORED BY CITY OF JOPLIN
THIS IS FOR THE FOLLOWING ROOMS
211 AND 231 SEE NOTE. 2 OF FLOORING ON SHT. 4
ALSO NOTE THE ADDITION ON TO AREA 211 CEILING HEIGHT TO MATCH THAT OF THE BOTTOM OF THE MECHANICAL CHASE EXTERIOR WALL TO GO TO CEILING ABOVE

INSTALL NEW CARPET TILE
1,355 SQ. FT. LEFT OVER MATERIAL TO BE STORED BY CITY OF JOPLIN
THIS IS FOR 219
SEE NOTE. 2 OF FLOORING ON SHT. 3

INSTALL NEW POLISHED GRANITE TILE BLACK TILE 6" BORDER 50 SQ. FT. LEFT OVER MATERIAL TO BE STORED BY CITY OF JOPLIN

INSTALL NEW POLISHED GRANITE TILE
12" X 12" TILE TO MATCH THAT IN AREA 200
AREA DESIGNATED BY SQUARE HATCH
900 SQ. FT. LEFT OVER MATERIAL
TO BE STORED BY CITY OF JOPLIN
THIS IS FOR OPEN AREA 219

ADD SECURITY CAMERA LOOKING NORTH EAST SEE NOTES SHT. 4

CENTER TILE WORK ON DOOR

CENTER (1) CLERESTORY WINDOW BTWN. RETURN AIR AND COLUMN

4'-8" 9'-4" 10'-2 7/8" 19'-1" 10'-0" 3'-0" TYP 7'-0" 4'-0" 5'-8 5/8" 11'-7" 3'-2 1/2" 4'-0" CLEAR BTWN. RAIL 2'-6" 2'-0" 6'-0" Ø12'-0" Ø13'-0" 3'-0"

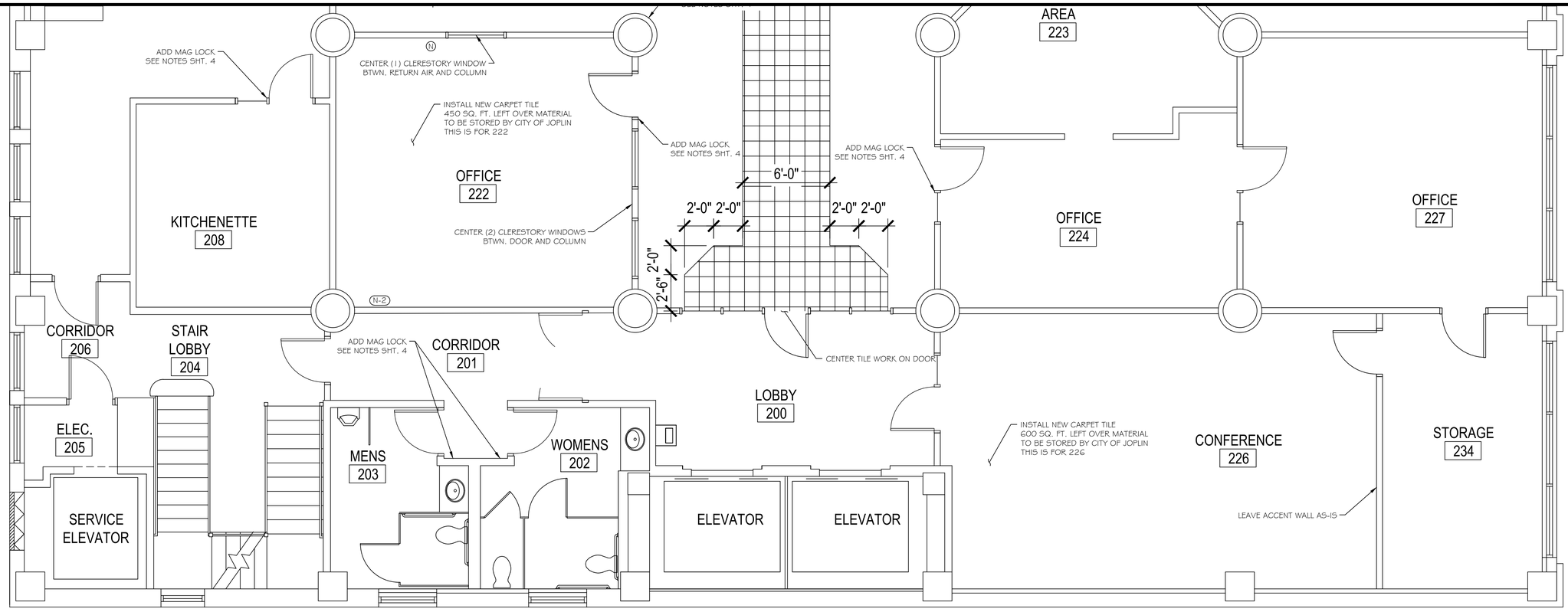
SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

NORTH

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP! CALL BEFORE YOU DIG!

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 12/7/23 1/4/24 1/5/24	REVISION: PROJECT CHECK ADDENDUM #1 ADDENDUM #2	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR SCALE: 1/4" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2023	PROJECT 2ND FLOOR CITY HALL REMODEL "BASE BID"	PLAN NO: 8545 SHEET 1 of 7



NOTE:
CONTRACTOR TO VERIFY THAT EXISTING SPRINKLERS WILL STILL BE ADEQUATE AFTER INSTALLATION OF NEW FULL HEIGHT WALLS. SOME SPRINKLERS WILL BE REQUIRED TO BE MOVED.

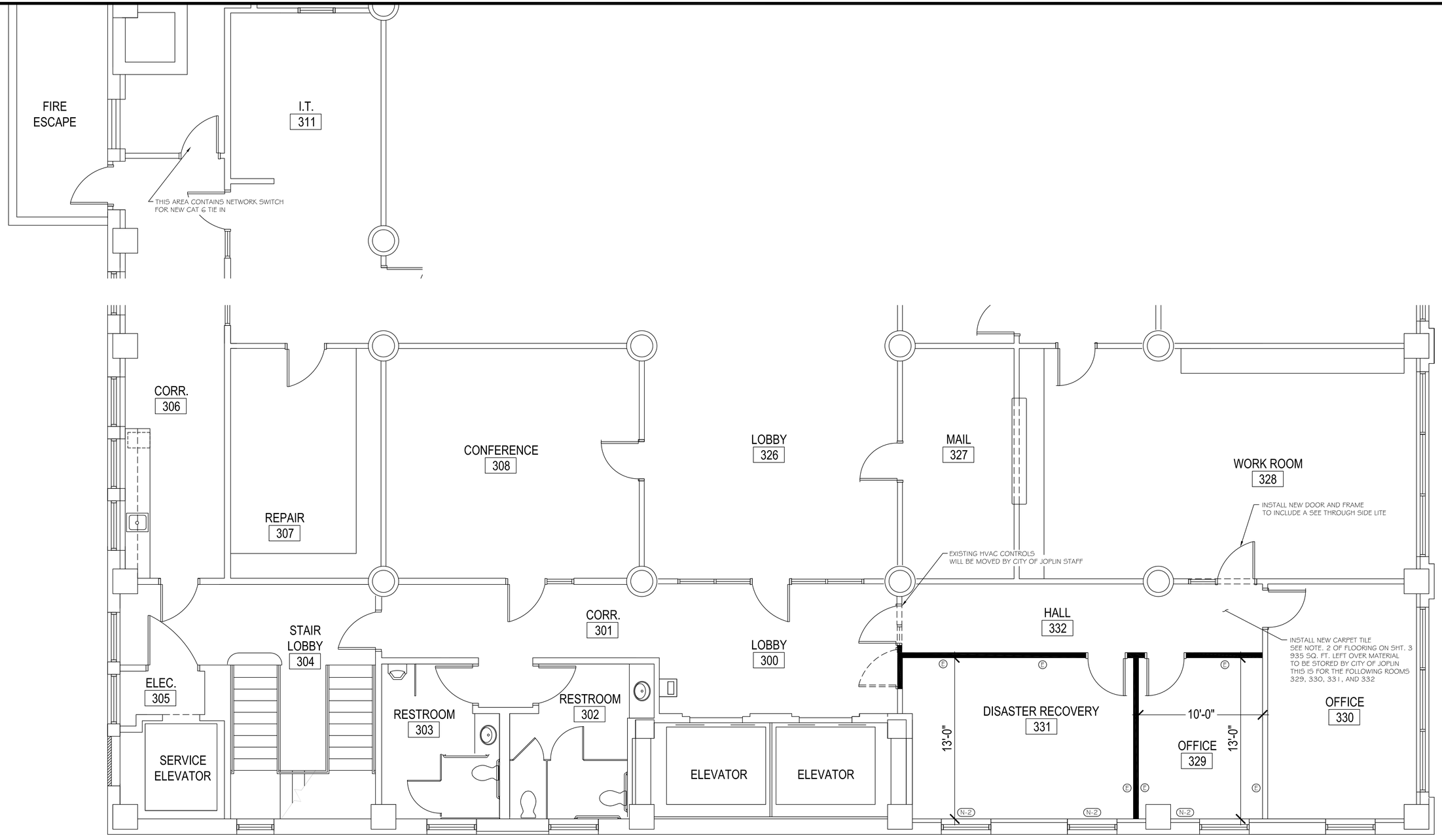
NORTH

SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP! CALL BEFORE YOU DIG!

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801	REV DATE:	REVISION:	SVYD BY:		ACAD DWG FILE & PATH NAME:	DWN BY: PRINGLE	PROJECT 2ND FLOOR CITY HALL REMODEL "BASE BID"	PLAN NO: 8545
		PH NO: 417-624-0820 EXT 1530	12/7/23	PROJECT CHECK	PNT FILE:	N/A.TXT	MISC.\BLDG. PLANS\2ND FLOOR	CKD BY: N/A		SHEET 2 of 7
		FAX NO: 417-625-4738			SVY DATE:		SCALE: 1/4" = 1'-0"	APD BY: N/A		
		E-MAIL: DJOHNSO1@JOPLINMO.ORG			ENGINEER:	N/A		DATE: 11/2023		



(N) REPLACE THE CURRENT WALL OUTLET WITH A DUAL RJ-45 OUTLET, AND APPROPRIATELY LABEL THE EXISTING NETWORK CABLE FOR BOTH THE PHONE AND THE NEW CAT 6 PC CONNECTION.

(N-2) ADD TWO NEW CABLE RUNS USING CAT 6 CABLES TERMINATED AT A DUAL RJ-45 OUTLET. LABEL ONE FOR PC AND THE OTHER FOR PHONE.

NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION

NOTE:
ALL NEW WALLS ARE TO BE 9'-0" FROM FINISHED FLOOR

THIRD FLOOR PLAN

SCALE 1/4" = 1'-0"

NORTH

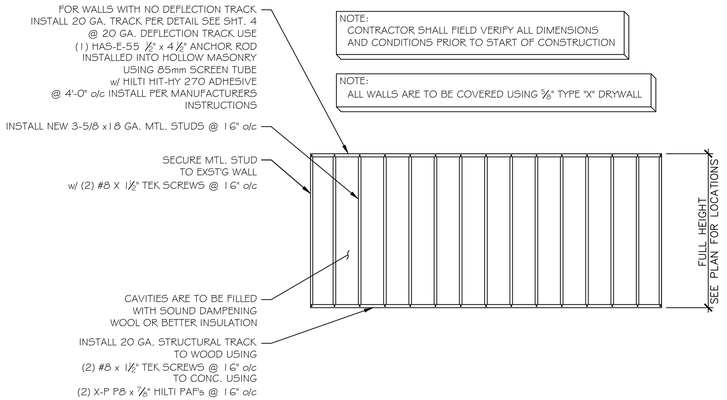
NOTE:
ALL NEW DOOR FRAMES SHALL BE 3'-0" x 7'-0" AND MATCH EXISTING DOORS IN TRIM AND COLOR. DOOR HARDWARE SHALL BE BRASS COATED AND ALL NEW DOORS SHALL HAVE A MATCHING DOOR STOP TO BE INSTALLED.

NOTE:
ALL NEW WALL TRIM, AND TEXTURE SHALL MATCH THAT OF EXISTING WALLS.

1 (E) ADD (1) 125 VOLT DUPLEX OUTLET IN THIS LOCATION

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP - CALL BEFORE YOU DIG!

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 12/7/23 1/4/24	REVISION: PROJECT CHECK ADDENDUM #1	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR SCALE: ¼" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2023	PROJECT 3RD FLOOR CITY HALL REMODEL "BASE BID"	PLAN NO: 8545 SHEET 3 of 7



NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION

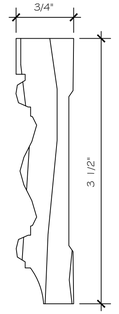
NOTE:
ALL WALLS ARE TO BE COVERED USING ⅝" TYPE "X" DRYWALL

FRAMING DETAIL 1

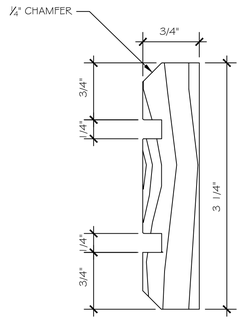
SCALE 1/4" = 1'-0"



NEW BASE MOULDING EQ. TO WHITE RIVER HARDWOODS, INC., STYLE NO. B464. FIELD VERIFY EXISTING BASE PROFILE.



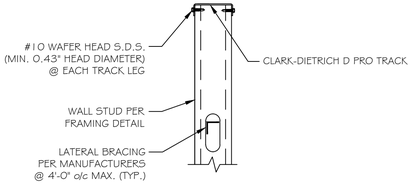
¾" X 3 ½" CASING TO MATCH EXISTING. FIELD VERIFY EXISTING PROFILE.



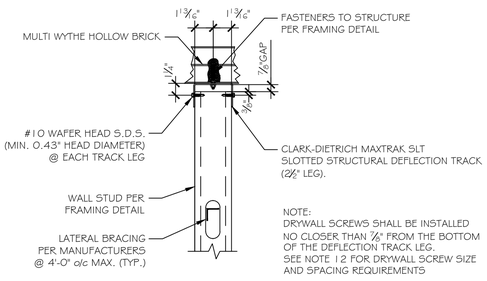
¾" X 3 ¼" CROWN TO MATCH EXISTING. FIELD VERIFY EXISTING PROFILE.

NOTE:
THIS WILL BE AT THE TOP OF THE 9'-0" WALLS ONLY

NOTE:
NO DEFLECTION TRACK REQUIRED WHERE MTL. STUDS ARE NOT ATTACHED TO CEILING ABOVE

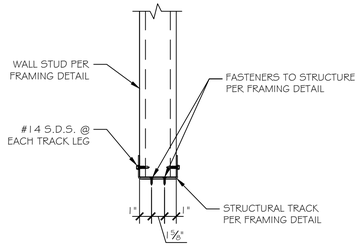


NO DEFLECTION TRACK



NOTE:
DRYWALL SCREWS SHALL BE INSTALLED NO CLOSER THAN ⅞" FROM THE BOTTOM OF THE DEFLECTION TRACK LEG. SEE NOTE 12 FOR DRYWALL SCREW SIZE AND SPACING REQUIREMENTS

DEFLECTION TRACK



STRUCTURAL TRACK

GENERAL NOTES:

1. REPAIR WALLS, FLOORS, AND CEILING ADJACENT TO WALLS SHOWN TO BE REMOVED.
2. CONTRACTOR SHALL PROVIDE ALL NECESSARY CLOSURES TO ISOLATE NOISE, DUST, AND EFFECTS OF WEATHER DURING CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE ALL NECESSARY SHORING, BRACING AND BLOCKING SUPPORT DURING THE REMOVAL OF EXISTING BUILDING ELEMENTS. DO NOT BLOCK ACCESS TO EXISTING BUILDING WITHOUT PERMISSION OF OWNER.
4. PERFORM ALL THE DEMOLITION AS CALLED FOR OR AS INDICATED ON THE DRAWINGS OR AS REQUIRED OR IMPLIED TO COMPLETE THE DESIRED WORK.
5. OWNER TO HAVE FIRST RIGHT OF REFUSAL OF ALL SALVAGEABLE MATERIALS. ALL SALVAGEABLE MATERIALS NOT CLAIMED BY OWNER, OR NOT TO BE REUSED SHALL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT AS NOTED ON THE DRAWINGS.
6. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO NEW CONSTRUCTION AND NOTIFY ARCHITECT OF ANY DISCREPANCIES IN MEASUREMENTS AND/OR FIELD CONDITIONS AS INDICATED ON THE CONSTRUCTION DOCUMENTS.

COLD FORMED METAL STUDS:

1. ALL COLD FORMED STRUCTURAL FRAMING MEMBERS SHALL BE ACCORDANCE WITH ASTM C955 AND SHALL HAVE ENGINEERING PROPERTIES CALCULATED IN CONFORMANCE WITH AISI "SPECIFICATIONS FOR THE DESIGN OF COLD FORMED STRUCTURAL MEMBERS."
2. ALL COLD FORMED STRUCTURAL FRAMING MEMBERS SHALL BE INSTALLED TO CONFORM WITH ASTM C1007
3. ALL COLD FORMED STRUCTURAL FRAMING MEMBERS AND ACCESSORIES SHALL HAVE A MINIMUM PROTECTIVE COATING EQUAL TO G60 GALVANIZED FINISH. APPLY ZINC RICH PAINT TO ALL AREAS WHERE FINISH HAS BEEN DAMAGED.
4. ALL 18 GA. MEMBERS SHALL BE FORMED FROM STEEL WITH A MINIMUM YIELD OF 33 ksi.
5. UNLESS NOTED OTHERWISE, ALL STUD AND JOIST SECTIONS SHALL BE "C" TYPE SECTIONS WITH A NOMINAL 1¼" FLANGE AND A MINIMUM ½" RETURN.
6. ALL FRAMING COMPONENTS SHALL BE OUT SQUARELY FOR ATTACHMENT TO PERPENDICULAR MEMBERS.
7. ALL SECTIONS USED FOR HORIZONTAL MEMBERS SHALL BE UNPUNCHED.
8. PROVIDE WEB STIFFENERS, CONNECTION ANGLES, AND MISCELLANEOUS HARDWARE AS REQUIRED TO COMPLETE ALL CONNECTIONS.
9. PROVIDE DEFLECTION TRACK AT THE TOP OF ALL NON-LOAD BEARING STUD WALLS WHERE THE TOP OF THE WALL ABUTS THE BOTTOM OF THE STRUCTURE. SEE CONSTRUCTION NOTES FOR DEFLECTION LIMITS.
10. FASTENING OF FRAMING COMPONENTS SHALL BE DONE WITH SELF TAPPING SCREWS.
11. ATTACH STUDS TO TRACK WITH A MINIMUM OF ONE No.12 SCREW PER STUD FLANGE. STUDS MUST BEAR FULLY ON UPPER AND LOWER TRACK PRIOR TO PLACEMENT OF SCREWS.
12. THE GYPSUM BOARD MUST BE APPLIED FULL HEIGHT IN THE VERTICAL ORIENTATION TO EACH STUD FLANGE AND INSTALLED IN ACCORDANCE WITH ASTM C754 USING MINIMUM NO. 6 TYPE S DRYWALL SCREWS SPACED AS LISTED BELOW: SHEATHING SCREWS SPACED A MAXIMUM OF 16 IN ON-CENTER TO FRAMING MEMBERS (INCLUDING BOTTOM TRACK) WHEN STUDS SPACED AT 16 IN OR 12 IN ON-CENTER.

INTERIOR NON-BEARING METAL STUDS			
STUD SIZE	GAUGE	SPACING	MAX. HEIGHT
1 1/4" x 3 5/8"	18 Ga.	16" o/c	15'-6"

1. STUD DESIGN BASED UPON A LATERAL LOAD OF 5 PSF
2. MAX. DEFLECTION LIMITED TO SPAN/240
3. MIN. Fy = 33.0 ksi FOR NON-BEARING STUDS
4. STUD SHALL BE LATERALLY BRACED @ 4'-0" o/c

MILLWORK:

1. CAD DETAILS WILL BE AVAILABLE UPON REQUEST FOR THE EXISTING MILLWORK PROFILE
2. OAK TRIM STAIN TO MATCH THAT OF THE EXISTING.

FLOORING:

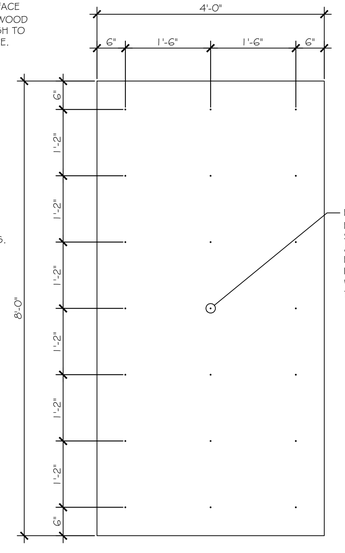
1. 2' X 2' CARPET TILES SHALL BE TARKET AFTERMATH II - FLEECE BACKED WITH MODULAR FLEX AIRE® CUSHION GLUE DOWN IN A QUARTER-TURN PATTERN. IN ORDER FOR THE CARPET TO CARRY THE WARRANTY THE CARPET MUST BE INSTALLED BY AN APPROVED CONTRACTOR BY THE MANUFACTURER.IT WILL BE THE DUTY OF THE CONTRACTOR TO OBTAIN THIS CERTIFICATION.
2. IN OPEN AREA 219 IN AREAS NOT RECEIVING GRANITE TILE, BUT INSTEAD ARE RECEIVING CARPET TILE. FLOOR SHALL BE STRIPPED OF ALL EXISTING CARPET AND UNDERLAY. SURFACE TO BE PREPPED USING A MINIMUM 15 MIL VAPOR BARRIER, AND COVERED WITH ¼" PLYWOOD FASTENED PER THE DETAIL SHOWN TO THE RIGHT. FASTENERS MUST BE INSTALLED FLUSH TO SURFACE OF THE PLYWOOD AS CARPET TILE WILL BE DIRECTLY APPLIED TO THIS SURFACE.
3. ALL RECEPTACLES CURRENTLY IN FLOOR SHALL BE FLUSH WITH THE SURFACE OF THE NEWLY INSTALLED FLOOR.

SECURITY CAMERA:

1. THE Digital Watchdog DWC-MT95Wi28TW IS WHAT IS CURRENTLY INSTALLED THE CITY WOULD REQUIRE THIS SAME CAMERA OR AN EQUAL OR BETTER APPROVED BY THE CITY OF JOPLIN IT DEPARTMENT.

NETWORKING:

1. ANY ACTIVITIES INVOLVING THE CITY'S NETWORK NECESSITATE PRIOR NOTIFICATION TO THE CITY'S IT DEPARTMENT BEFORE COMMENCING THE WORK. IN THE EVENT OF ANY DISCREPANCIES OR MODIFICATIONS DEVIATING FROM WHAT IS DEPICTED IN THE DRAWINGS, THE CONTRACTOR IS REQUIRED TO INFORM AND OBTAIN PRIOR AUTHORIZATION FROM THE CITY'S IT DEPARTMENT BEFORE IMPLEMENTING ANY CHANGES.



MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP. CALL BEFORE YOU DIG.

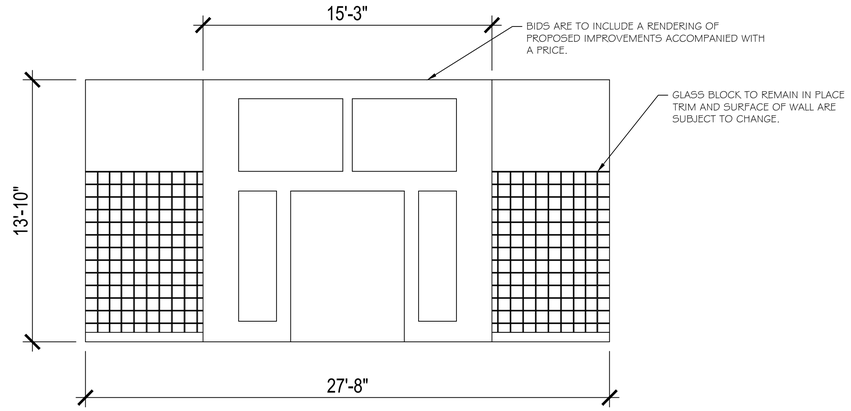
CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801	REV DATE:	REVISION:	SVYD BY:	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR	DWN BY: PRINGLE
		PH NO: 417-624-0820 EXT 1530	12/7/23	PROJECT CHECK	PNT FILE: N/A.TXT		CKD BY: N/A
		FAX NO: 417-625-4738			SVY DATE:	SCALE: ¼" = 1'-0"	APD BY: N/A
		E-MAIL: DJOHNSO1@JOPLINMO.ORG			ENGINEER: N/A		DATE: 11/2023

PROJECT
GENERAL NOTES AND DETAILS

PLAN NO: 8546
SHEET
4 of 7

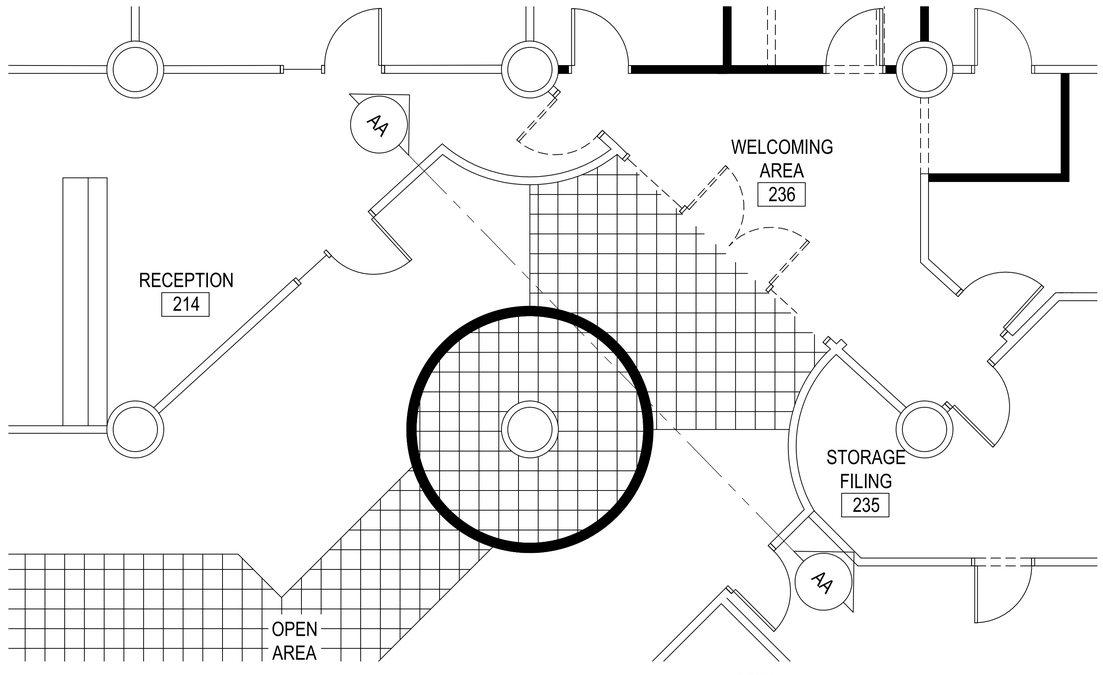
NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION

NOTE:
CITY IS SEEKING BID ALTERNATE FOR THE DESIGN AND INSTALLATION OF STOREFRONT MODIFICATIONS FOR A MORE CONTEMPORARY DESIGN OF THE EXISTING ENTRY WAY. NEW STOREFRONT TO INCLUDE TRANSACTION STYLE WINDOW.



EXISTING ELEVATION (AA)

SCALE 1/4" = 1'-0"

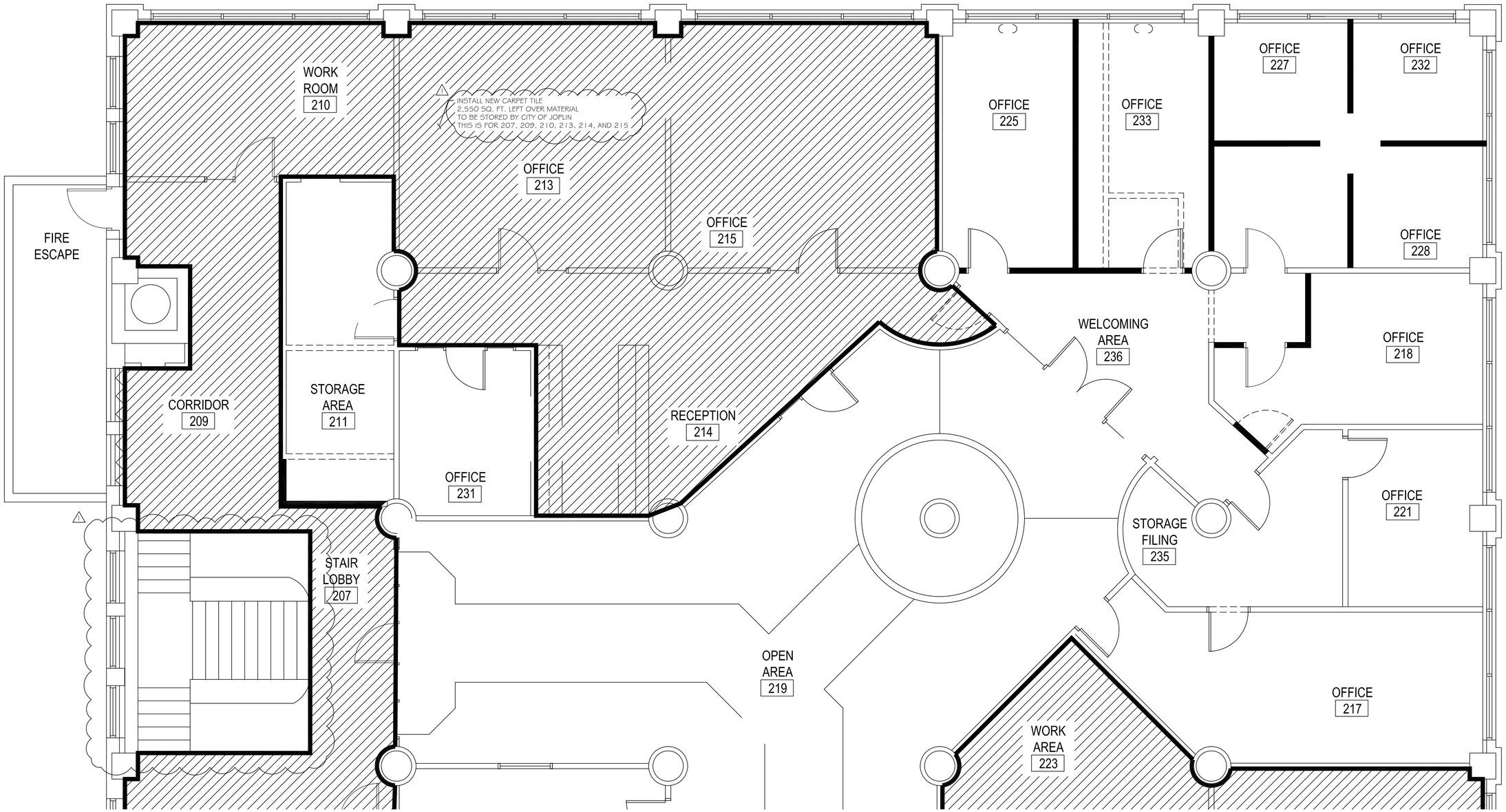


SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP - CALL BEFORE YOU DIG!

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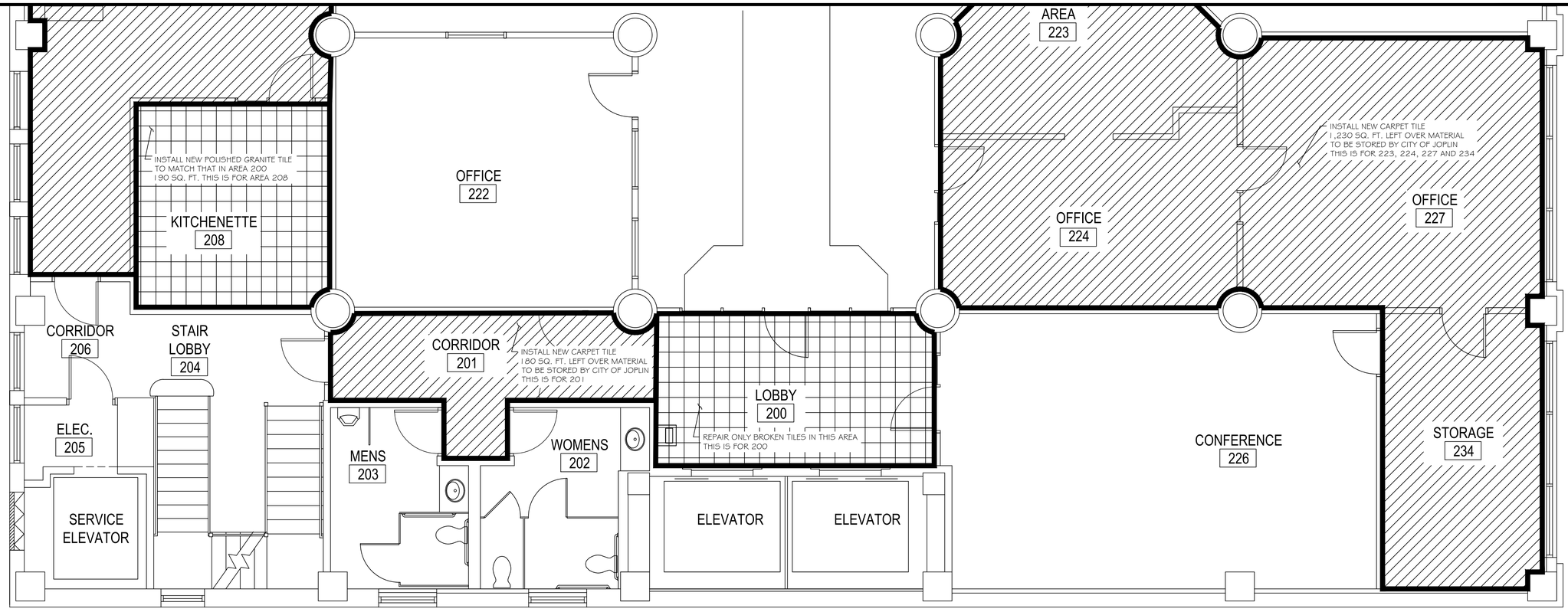


SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP-CALL BEFORE YOU DIG!

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 12/7/23 1/4/24	REVISION: PROJECT CHECK ADDENDUM #1	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR SCALE: 1/4" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2023	PROJECT 2ND FLOOR CITY HALL REMODEL "BID ALTERNATE #2 AND #3"	PLAN NO: 8545 SHEET 6 of 7



SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

NORTH

ADD ALTERNATE #2
IS FOR FLOORING AND FLOOR TRIM ONLY
SEE ABOVE FOR ADDITIONAL DETAILS

ADD ALTERNATE #3
IS FOR PAINT ONLY
THIS ACCOUNTS FOR ALL THE ROOMS
NOT BEING RENOVATED TO RECEIVE
FRESH COAT OF PAINT
WITH THE EXCEPTION OF THE BATHROOMS,
STAIR LOBBY, AND EMPLOYEE ELEVATOR CORRIDOR
SEE ABOVE FOR ADDITIONAL DETAIL
NOTE: THERE IS A ACCENT WALL IN 214 THAT IS A DIFFERENT
COLOR CONTRACTOR TO LEAVE THIS WALL AS-IS

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP! CALL BEFORE YOU DIG!

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801	REV DATE:	REVISION:	SVYD BY:		ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\2ND FLOOR	DWN BY: PRINGLE	PROJECT: 2ND FLOOR CITY HALL REMODEL "BID ALTERNATE #2 AND #3"	PLAN NO: 8545
PH NO: 417-624-0820 EXT 1530	12/7/23	PROJECT CHECK	PNT FILE: N/A.TXT			CKD BY: N/A		SHEET: 7 of 7
FAX NO: 417-625-4738			SVY DATE:		SCALE: 1/4" = 1'-0"	APD BY: N/A		
E-MAIL: DJOHNSO1@JOPLINMO.ORG			ENGINEER: N/A			DATE: 11/2023		

COUNCIL BILL NO. 2024-107 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

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

Section 1. That the City enter into an agreement with R.E. Smith Construction Company in the amount of Four Hundred Nineteen Thousand and 00/100 Dollars, ($419,000.00) for the Interior Renovations at Joplin City Hall project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with R.E. Smith Construction Company.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Eighty-Seven Thousand Five Hundred Thirty-Two Dollars and No Cents ($87,532.00).

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

Section 5. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from of the General Fund.

Section 6. Furthermore, approval of this council bill will allow the contractor to start the project immediately, to procure materials in a timely manner, and to expedite the completion of the project prior to the addition of new staff members.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL NO. 2024-107

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney