JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 4, 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. Police Department 2024 Goals And Initiatives

      Documents:

      COUNCIL PRESENTATION.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 Responsibility & Safety To Citizens

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2024-258
      AN ORDINANCE providing to vacate part of an alley way, lying on property described as the SE Corner of 32nd St and Connecticut Ave., City of Joplin, Newton County, Missouri.

Documents:

CB2024-258SUMMARY.PDF
007-24REPORT.PDF
007-24APP.PDF
2024-258MINUTES.PDF
2024-258MAP.PDF
CB2024-258.PDF

3. COUNCIL BILL NO. 2024-257
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) to District M-2 (Heavy Industrial) property as described below and located at the SW Corner of 20th and Prosperity Ave.

Documents:

2024-257SUMMARY.PDF
008-24REPORT.PDF
008-24APP.PDF
2024-257MINUTES.PDF
2024-257MAP2.PDF
CB2024-257.PDF

8. Consent Agenda

1. Minutes Of The February 20, 2024, Joplin City Council Meeting

Documents:

FEB 20, 2024 MINUTES.PDF

2. 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:

CB2024-256.PDF

3. AMENDED 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; 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:

AMENDED CB2024-608.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2024-504
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 2024-504 SUMMARY BUDGET AMENDMENT.PDF
CB 2024-504 BUDGET AMENDMENT ORDINANCE FY2024.PDF
CB 2024-504 SCHEDULE A 2024 BUDGET AMENDMENT.PDF
CB 2024-504 MH PROPOSAL.PDF
FIRE STATION 6 PAVEMENT REPAIR.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2024-101
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Rosetta Construction, LLC in the amount of Two Million Five Hundred Fifty Thousand Six Hundred Twenty-Four and 00/100 Dollars ($2,550,624.00) for the Glendale Parallel Interceptor - Lower Reach project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2024-101 SUMMARY SHEET GLENDALE PARALLEL INTERCEPTOR - LOWER REACH PROJECT.PDF
CB2024-101 ORDINANCE - GLENDALE PARALLEL INTERCEPTOR - LOWER REACH.PDF
CB2024-101 - AGREEMENT GLENDALE PARALLEL INTERCEPTOR - LOWER REACH.PDF
CB2024-101 EXHIBIT MAP GLENDALE PARALLEL INTERCEPTOR - LOWER REACH.PDF

2. COUNCIL BILL NO. 2024-111
AN ORDINANCE approving an agreement and work authorization with Burns and McDonnell, Inc., Inc. in the amount of of Sixty-Eight Thousand Four Hundred Twenty Six no/100 Dollars ($68,426) for the 2025 Sewer Rate Study project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

2024-111 SUMMARY SHEET (1).PDF
2024-111 CONSULTING AGREEMENT.PDF
CB2024-111 WORK AUTHORIZATION WITH EXHIBIT...PDF
2024-111 RFQ RESPONDENTS.PDF

2024-111- ORDINANCE.PDF

3. COUNCIL BILL NO. 2024-609
   AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, by enacting a new Section, 82-200, Unlawful Possession of a Controlled Substance.

   Documents:

   SUMMARY AND CB2024-609-02272024142255.PDF

12. Ordinances - Second Reading And Third Reading

1. 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.

   Documents:

   GS 2024-106.PDF
   00 52 00 AGREEMENT 2023 FOR JUSTICE CENTER WATER LINE REPL.PDF
   CB2024-106 BID SUMMARY JUSTICE CENTER WATER LINE REPLACEMENT.PDF
   NICHOLS TO WELLER - RECOMEND AWARD JUSTICE CENTER WATER LINES TO SATTERLEE 01 09 2024.PDF
   CB2024-106 .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 29th day of February 2024 (RSMo 610.020)



Joplin Police Department

2024 Goals and Initiatives

Richard A. Pearson
Chief of Police

Vacancies:

By Year 2025

Sworn: 113 to 118
Evidence tech: 1 to 2
Jailers: 10-12
Add 1 radio tech



New Hires

- Attract new recruits via job fairs, social media, and targeted recruitments to represent entire community.

Lateral Officer hires

- Become an attractive option for seasoned officers from outside agencies.

Retain and support all current personnel

- Create organizational culture that promotes esprit de Corps to retain valued personnel.

JUSTICE CENTER



- Assist in the planning for the new Justice Center.
- New facility will house Police, Fire, and Courts.
- Current facilities are outdated and do not meet space and/or technological needs.
- New facility will allow for growth of all agencies, taking into account future staffing and tech needs.

Take-home police cars



Create “omni presence” in community

Decrease vehicle maintenance expense to city

Vehicles better maintained due to “sense of ownership”

Decrease in fuel consumption vs. fleet vehicles

Increase officer morale

Disperse fleet in case of weather emergency

POLICE SOCIAL WORKER (PSW)



- Full-time social worker embedded within JPD
- PSW provides personalized services to clients
- Long-term holistic approach
- Responds as quickly as needed
- Frees officers to concentrate on more traditional police work
- Works closely with all local social service providers
- Will search for public grants and work with City Manager to secure funding.

Downtown Area Patrol (D.A.P.)



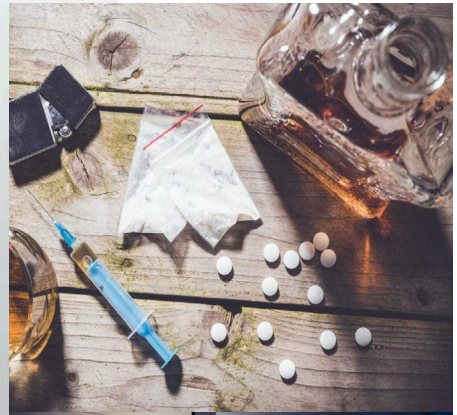




- Utilize 2-4 officers as a designated DAP unit
- Ensure high visibility patrol
- Create a safe environment for businesses, visitors, patrons, and city personnel.
- Reduce vagrancy

FLEX PLATOON







- 4 Officers and Sergeant
- Neighborhood based responses
- Flexible hours/dress/assignments
- Will address *local* issues:
  - Narcotics complaints
  - Neighborhood theft issues
  - Needs as they arise
- Primarily Plain-clothes

Can address issues/complaints in ***REAL-TIME***

Quality-of-Life Team
(via Community Engagement Unit)







- Increase the size of current Community Engagement Unit to four (4) officers + 1 Corporal
- Work with other city departments
- Deal with "non-traditional" police issues
  - Abandoned vehicles
  - Loud music
  - Vagrancy
  - Abandoned houses
  - Graffiti
  - Neighborhood eyesores
  - Other issues as they arise

Rapid Response to Citizens

HUMAN TRAFFICKING





- Partner with Life Choices to conduct on-going Human Trafficking training for:
  - Officers
  - Hotel personnel
  - Hospital personnel

Park Ranger Program



Sorry.....I had to do it!!!

- Work with Parks & Rec. to increase number of Rangers from two (2) to four (4)
- Non-sworn, uniformed personnel
- Patrol all parks during hours of operation.
- Keep parks functional and safe for residents.
- Liaison with JPD

TIP LINE



- Create an anonymous tip-line for individuals with information about current crimes or wanted persons.
- Monetary reward attached when arrest is made.

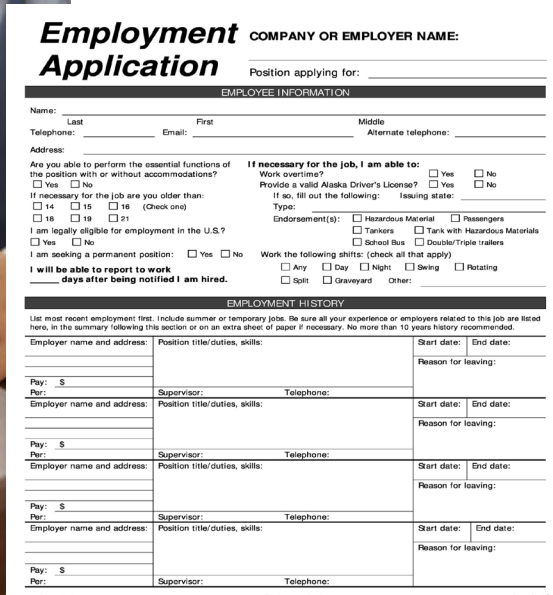
Pedestrian & Roadway Safety



- Enforce pedestrian safety ordinance to ensure safety of walkers and motorists.
- First two pedestrian fatalities of 2024 were panhandlers moving out into the roadway.

EXPUNGEMENT PROGRAM





Employment Application

COMPANY OR EMPLOYER NAME:

Position applying for:

EMPLOYEE INFORMATION

Name: Last First Middle

Telephone: Email: Alternate telephone:

Address:

Are you able to perform the essential functions of the position with or without accommodations? ☐ Yes ☐ No

If necessary for the job are you older than: ☐ 14 ☐ 15 ☐ 16 (Check one) ☐ 18 ☐ 19 ☐ 21

I am legally eligible for employment in the U.S.? ☐ Yes ☐ No

I am seeking a permanent position: ☐ Yes ☐ No

I will be able to report to work _____ days after being notified I am hired.

If necessary for the job, I am able to:

Work overtime? ☐ Yes ☐ No

Provide a valid Alaska Driver's License? ☐ Yes ☐ No

If so, fill out the following: Issuing state:

Type:

Endorsement(s): ☐ Hazardous Material ☐ Passengers ☐ Tankers ☐ Tank with Hazardous Materials ☐ School Bus ☐ Double/Triple trailers

Work the following shifts: (check all that apply)

☐ Any ☐ Day ☐ Night ☐ Swing ☐ Rotating ☐ Split ☐ Graveyard Other:

EMPLOYMENT HISTORY

List most recent employment first. Include summer or temporary jobs. Be sure all your experience or employers related to this job are listed here, in the summary following this section or on an extra sheet of paper if necessary. No more than 10 years history recommended.

Employer name and address:	Position title/duties, skills:	Start date: / End date:
Pay: $ Per:	Supervisor: Telephone:	Reason for leaving:
Employer name and address:	Position title/duties, skills:	Start date: / End date:
Pay: $ Per:	Supervisor: Telephone:	Reason for leaving:
Employer name and address:	Position title/duties, skills:	Start date: / End date:
Pay: $ Per:	Supervisor: Telephone:	Reason for leaving:
Employer name and address:	Position title/duties, skills:	Start date: / End date:
Pay: $ Per:	Supervisor: Telephone:	Reason for leaving:

Rev. 8/2010 Employment Application Page 1 of 2

- ❑ Work with courts and local attorneys
- ❑ Pro bono work
- ❑ Only low-level, non-violent offenses
- ❑ Allows participants to reintegrate into society
  - ❑ Job applications
  - ❑ Military
  - ❑ Certain licenses
  - ❑ School loans
  - ❑ Voting
  - ❑ Bank loans

Police Athletic League (PAL)/Youth Mentors





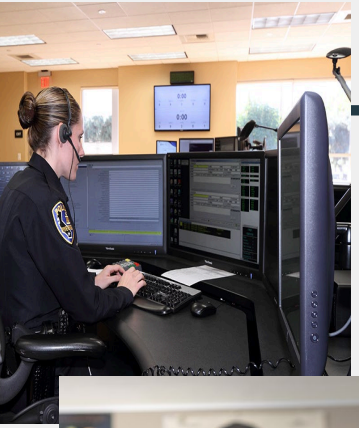
- Create a volunteer *Police Athletic League* for non-enforcement interaction between officers and youth.
- Create a volunteer mentoring program for female JPD officers and female youth on juvenile probation/parole.

GUN "BUY-BACK" EVENTS



- Offer residents $50 for each firearm they turn in.
- No Questions Asked
- Removes guns from homes so youth do not have access to them.
- Coordinate events with the office of the P.I.O.

TRAINING/EDUCATIONAL OPPORTUNITIES



TRAINING……TRAINING……TRAINING

Continuous training for officers and civilian personnel



- MSSU
- IACP
- PERF

Coffee with the Chief



- Monthly event held at various locations.
- Public invited to meet Chief and ask questions/give input.
- Coordinated with the office of the P.I.O.

QUESTIONS

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

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

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

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

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-258 – Vacation of Right-of-Way

MEETING DATE:
March 4, 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 007-24: SE Corner of 32nd St and Connecticut – Alley Vacation – A request to vacate part of an alley located on the SE Corner of 32nd and Connecticut – City of Joplin

BACKGROUND:

Marilyn Ruestman is the owner of property adjacent to the North and South of this section of alleyway. The City had agreed to present the request to vacate on her behalf. Due to both private utilities and sanitary sewer being present in the alley, the request is only for the vacation of public right-of-way.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bellairs presented the case on behalf of the owner. He stated the request was only to vacate the right-of-way, and that it would not be vacated completely through. Ms. Phillips asked about access, stating she was concerned about the traffic backing out. Mr. Bellairs responded that the alley has an alternative route running north and south as well, so trucks and traffic will still be able to navigate the alley.

PUBLIC COMMENT;
Dick Ruestman spoke in favor of the case. He and his wife Marilyn are the adjacent property owners.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-258
Planning & Zoning Commission recommends approval for Case 007-24 (4 in Favor, 0 Opposed, 3 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 007-24 A request to vacate right-of-way.

APPLICANT City of Joplin

REPRESENTATIVE City of Joplin

LOCATION SE Corner of 32nd and Connecticut

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 15′X50′

REASON FOR VACATION

The owner of parcels North and South of this section of alleyway would like to develop or market this all as one property.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the right-of-way. There is a sanitary sewer main running East to West through this alley. Utility easements are to remain, this is just a vacation of right-of-way.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities are planning to locate within the easement.

DISCUSSION

Marilyn Ruestman is the owner of property adjacent to the North and South of this section of alleyway. The City had agreed to present the request to vacate on her behalf. Due to both private utilities and sanitary sewer being present in the alley, the request is only for the vacation of public right-of-way.

Staff recommends approval of Case 007-24.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements 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.: 007-24
Filing Fee: $550.00
Received: 1/5/24
Date Advertised:
Proj. No.: 24-022
Public Hearing Date: 2/12-24

Applicant: City of Joplin (on behalf of Marilyn Ruestman) Phone No.: 417-624-0820 ext. 1511

Address: 602 S Main St. Email: tbellair@joplinmo.org

Owner: Marilyn Ruestman Phone No.: (417) 439-4800

Address: – Email: – MarilynRuestman@gmail

Location of Street or Easement: Alley running West to East between 3209 S Connecticut Ave & 1802 S Connecticut Ave. (Approx. 50')

Type of Vacation: Street Easement (Alley) Plat

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

Yes	No	
☒	☐	Private rights will not be injured or endangered by the vacation.
☒	☐	The vacation will not cause the public to suffer a loss or inconvenience.
☒	☐	In justice to the applicant(s) the vacation should be granted.

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

Yes	No	
☐	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
☒	☐	Survey or such other drawing acceptable to the Director of Planning,

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

OWNERSHIP AFFIDAVIT AND CONSENT TO VACATION

Comes now Business Investments (Property Owner) who, being duly swom upon his/her oath, does state that he/she is the owner of the property described as _____

_____

(legal description) more commonly known as -3209 CT. I, Business Investments, Marilyn Ruestman, MEMBER (Property Owner) hereby give consent for the vacation of the _____ (type of easement/ROW) that runs through or abuts my property and is the subject of Planning & Zoning Case Number _____.

Date: 1-9-2024

Marilyn Ruestman, member
Signature of Owner(s)

MARILYN RUESTMAN
Printed Name(s)

In witness whereof I have hereunto subscribed my name and affixed my official seal this 9TH day of JANUARY, 2024

CANDI DOLLARD
Notary Public - State of Oklahoma
Commission Number 23001837
My Commission Expires Feb 7, 2027

Candi Dollard
Notary

My commission expires: FEB 07, 2027

Case 007-24: Alley Vacation

SE Corner of 32nd and Connecticut-Alley Vacation-A request to vacate part of an alley located on the SE Corner of 32nd and Connecticut-City of Joplin.

Tyler Bellairs, City of Joplin, represented this case on behalf of the owner of the two adjacent properties north and south of that section and alley outlined in red. The property owner is Marilyn Ruestman. The City agreed to apply on her behalf to bring the case forward to the Commission and the Council as part of an agreement made with the property owner for the donation of property to the Grand Falls Trail. He stated this property request was just to vacate public right of way access. It will not affect utility easement or sanitary sewer. There is a sewer main running through that alley, so we do not want to yield those interests.

Ms. Phillips stated she realized this alley was already a dead end. She voiced a concern about the traffic backing out, the trash trucks backing out, the grease company backing out or turning around due to a three-point turn in a private parking lot. But she realized there was nothing that could be done at this point.

Mr. Bellairs stated the alley is wide. The north and south alley provides an alternative access to get out and not just to back down to the street.

No further questions from the Commission.

Mr. Kimble asked if there was any one to speak in favor of Case 007-24.

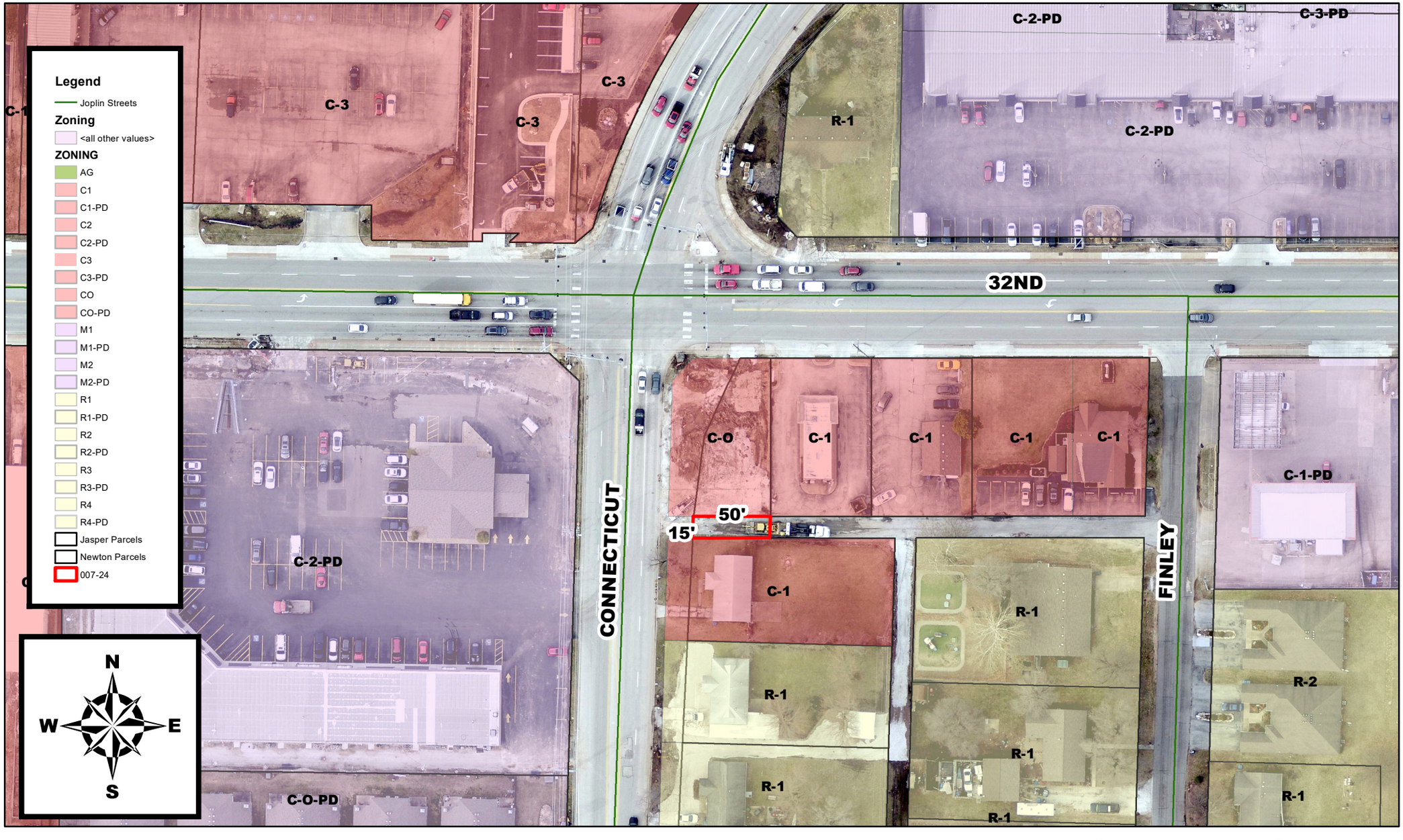
Dick Ruestman, 5562 Riverside Dr., Joplin, Missouri. He and his wife own the property at 3204 Connecticut. They are in favor of vacating this alley.

Mr. Kimble asked if there was any one to speak in opposition of Case 007-24.

There were none.

MS. WARREN MOVED THAT CASE 007-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (4 IN FAVOR, 0 NAY, 3 ABSENT)

Case 007-24: Alley Vacation



SE Corner of 32nd and Connecticut – Alley Vacation – A request to vacate part of an alley located on the SE Corner of 32nd and Connecticut – City of Joplin

P & Z Case 007-24
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-258 ORDINANCE NO.

AN ORDINANCE providing to vacate part of an alley way, lying on property described as the SE Corner of 32nd St and Connecticut Ave., City of Joplin, Newton County, Missouri.

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

Section 1. That the vacation of part of an alley lying on property described as the SE Corner of 32nd St and Connecticut Ave., City of Joplin, Newton County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

A PORTION OF ALLEY-WAY TO BE VACATED, BEING 15 FEET WIDE NORTH AND SOUTH BY 71 FEET LONG EAST AND WEST. ALLEY-WAY BOUNDED ON THE NORTH BY A TRACT OF LAND OWNED BY RI RES, LLC BOOK 369 PAGE 5463 AND BY LOT 1 OF J.A. FINLEY'S 2ND SUBDIVISION ON THE SOUTH AND THE APPARENT EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE ON THE WEST. ALL IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 TOWNSHIP 27 NORTH RANGE 33 WEST IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID RI RES, LLC TRACT, ALSO BEING THE SOUTHWEST CORNER OF LOT 1 IN J.A. FINLEY'S 1ST SUBDIVISION; THENCE S01°42'45"W ON A PROLONGATION OF THE WEST LINE OF SAID LOT 1 OF J.A. FINLEY'S 1ST SUBDIVISION TO THE NORTH LINE OF LOT 1 OF J.A. FINLEY'S 2ND SUBDIVISION; THENCE N88°20'51"W ALONG SAID NORTH LINE A DISTANCE OF 50.81 FEET TO THE APPARENT EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE; THENCE N01°41'20"E LEAVING SAID NORTH LINE A DISTANCE OF 14.99 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAIDRI RES, LLC TRACT; THENCE S88°20'38"E ALONG SAID SOUTH LINE OF TRACT A DISTANCE OF 50.82 FEET TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES (762 SQUARE FEET) MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 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 2024-257 – Rezoning

MEETING DATE:
March 4, 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 008-24: SW Corner of 20th and Prosperity Ave – Rezoning – A request to rezone from District C-3 (Commercial) to District M-2 (Heavy Industrial) – Joel Standeford

BACKGROUND:
The Future Land Use Map identifies this area as Retail Commercial. While Heavy Industrial is not compatible with Retail Commercial, City staff has also taken into consideration the existing characteristics of the area. South of I-44, the Future Land Use Map designates property along Prigmor as Future Industrial. Industrial traffic travels along I-44 and Prigmor to and from the Industrial Park and utilizes 20th St as an exit off the roundabout. This right-of-way along this property already collects some of that traffic. Furthermore, the existing uses are mixed both in and outside of the City. North of this site, there is a law office. Just north of this along prosperity, a contracting company utilizes this area for outdoor storage of building materials and equipment, along with metal storage buildings. Outdoor storage is the primary use of the property, which is a heavy industrial use. This property was annexed into the City and is still zoned as R-1 and continues as legally non-conforming.

While C-3 is a permitted commercial use, M-2 will allow for a higher utilization of the property. For instance, as a contractor's office, outdoor storage is permitted in C-3, but only as an accessory use. Rezoning to M-2 will allow more flexibility in terms of utilization of outdoor storage, similar to the site north of the law office on prosperity. The zoning district change will also allow for more flexibility in materials. Utilization of metal as a primary building material is consistent with the many of the buildings in the area now.

With the limited ROW width, Public Works has expressed concerns regarding potential truck traffic from more intensive, heavy industrial uses. The City Transportation Engineer has stated that the County and Duenweg will need to consent to truck traffic along 20th (East of Prosperity) when the developer proceeds with future projects. Furthermore, Public Works will want to see signs posted along the ROW directing truck traffic back East towards the Highway, so that they do not proceed West of the intersection of 20th and Prosperity.

The site is not within one hundred feet of an existing sanitary sewer main.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Standeford represented the case. He stated that they are seeking to develop a contractor's office and storage units. Mr. Bellairs clarified that the "storage units" were in fact storage for semi-truck trailers and parking. Mr. Bellairs stated that the M-2 District would allow for greater utilization of the property. The applicant would be permitted to operate the stow and go truck storage, along with using more of the property for outdoor storage as a contractor's office. M-2 was also more permissive in regard to building materials.

Mr. Kimble asked Mr. Standeford if they would expect to store any vehicles besides semi-trucks. Mr. Standeford replied that they would anticipate storing 5th wheels and R.V.'s as well. Ms. Phillips asked if utilities were in place. Mr. Standeford stated that the sewer was 1000 feet East, and the sewer extension would cost about 1,000,000 dollars. Ms. Phillips asked if he needed a permit from DNR first. Mr. Bellairs responded that the decision of the commission should focus on the use, and that site development details exceed the scope of this case.

Ms. Warren asked if contractors would be able to access the units at any time. Mr. Standeford stated it would be gated and could only be accessed by a key code. Ms. Warren stated she wanted to know if it would be accessible at 2:00 a.m. Mr. Standeford they could if the clients wished to access their property, but that it would not be common.

PUBLIC COMMENT;

Mr. Max Myers stated that he was concerned with the M-2 zoning request, as that would allow manufacturing. Ms. Debbie Heitzman stated that she was concerned with how the request would affect her taxes on the property. Mr. Kimble asked Mr. Bellairs for a response. Mr. Bellairs stated that there are a lot of things that can affect that, like being in or out of the City. He stated he could not say how property assessments would be affected, as he was not a tax assessor. Mr. Bellairs stated that if someone has questions about how this would affect their tax assessment, they will need to speak to the Jasper County Assessor's Office.

Ms. Heitzman stated she was concerned with the development of the neighboring property affecting her well water. Mr. Bellairs stated that new development would have to utilize septic and well water, as utilities are not in place. He stated he did not think that the neighbor utilizing well, or septic would affect the Ms. Heitzman, but that she could reach out to DNR to be sure.

RECOMMENDATIONS:

Staff recommends approval for Council Bill 2024-257

Planning & Zoning Commission recommends approval for Case 008-24 (4 in Favor, 0 Opposed, 3 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: February 12, 2024
City Council Meeting: March 4, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 008-24 A request to rezone from District C-3 (Commercial) to District M-2 (Heavy Industrial)

LOCATION SW Corner of 20th and Prosperity

APPLICANT Joel Standeford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Vacant	Approximately 18 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	Outside City Limits	Outside City Limits	C-3
Land Use	Office/Outdoor Storage/Storage&Warehousing	Vacant	Multi-Family Residential	Office

FUTURE LAND USE

The property is identified as Future Retail Commercial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 20th St	Collector	40′
S Prosperity Ave	Local	40′

UTILITIES

With the limited ROW width, Public Works has expressed concerns regarding potential truck traffic from more intensive, heavy industrial uses. The City Transportation Engineer has stated that the County and Duenweg will need to consent to truck traffic along 20th (East of Prosperity) when the developer proceeds with future projects. Furthermore, Public Works will want to see signs posted along the ROW directing truck traffic back East towards the Highway, so that they do not proceed West of the intersection of 20th and Prosperity.

The site is not within one hundred feet of an existing sanitary sewer main.

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 this area as Retail Commercial. While Heavy Industrial is not compatible with Retail Commercial, City staff has also taken into consideration the existing characteristics of the area. South of I-44, the Future Land Use Map designates property along Prigmor as Future Industrial. Industrial traffic travels along I-44 and Prigmor to and from the Industrial Park and utilizes 20th St as an exit off the roundabout. This right-of-way along this property already sees some of that traffic. Furthermore, the existing uses are mixed both in and outside of the City. North of this site, there is a law office. Just north of this along Prosperity, a contracting company utilizes this area for outdoor storage of building materials and equipment, along with metal storage buildings. Outdoor storage is the primary use of the property, which is a heavy industrial use. This property was annexed into the City and is still zoned as R-1 and continues as legally non-conforming.

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

While C-3 is a permitted commercial use, M-2 will allow for a higher utilization of the property. For instance, as a contractor's office, outdoor storage is permitted in C-3, but only as an accessory use. Rezoning to M-2 will allow more flexibility in terms of utilization of outdoor storage, similar to the site north of the law office on prosperity. The zoning district change will also allow for more flexibility in materials. Utilization of metal as a primary building material is consistent with many of the buildings in the area now.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

As mentioned, there is existing property in this area that would only be permitted in an M-2 zoned district. The existing conditions of this area are mix of uses that would be considered commercial, high-density residential, and industrial.

DISCUSSION

The applicant is requesting this use change to allow for more flexibility in terms of allowable uses and conditions of the use such as building design. Since 20th Street narrows as it continues West, the owner will need to account for the traffic concerns when they go to develop the property. With existing uses in consideration, this is the highest and best use for the subject property.

Staff recommends approval of Case 008-24.

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.: 008-24
Filing Fee: $600.00
Received: V 8/24
Date Advertised:
Proj. No.: 24-025
Public Hearing Date: 2/12/24

Applicant: JOEL STANDEFORD Phone No.: 417-438-6081
Address: 423 E. 4TH ST. SUITE #1 JOPLIN MO 64801 Email: joelstandeford24@gmail.com
Owner: ↑ ↑ ↑ Phone No.: ↑ ↑ ↑
Address: Email:
Location of Property: 20TH & PROSPERITY
Present Use of Property: VACANT LAND
Proposed Use of Property: WAREHOUSE & TRUCK / SEMI TRUCK PARKING
Current Zoning: C3 Requested Zoning: M2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	OFFICES	C3
South	HIGHWAY	C3
East	AGRICULTURE / RENTAL HOUSE	C3
West	HIGHWAY	C3

Character of the Neighborhood: VERY SPARSE

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: No Sewer

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: 20TH St. & Prosperity

Classification of Street(s):

Arterial ☐ Collector ☒ Local ☐

Right-of-Way Width: 25'

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: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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:** 1-2-24

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELEWARE)

OWNERSHIP AFFIDAVIT AND CONSENT TO VACATION

Comes now Business Investments (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____

_____

(legal description) more commonly known as -3209 CT. I, Business Investments, Marilyn Ruestman, MEMBER (Property Owner) hereby give consent for the vacation of the _____ (type of easement/ROW) that runs through or abuts my property and is the subject of Planning & Zoning Case Number _____.

Date: 1-9-2024

Marilyn Ruestman, Member
Signature of Owner(s)

MARILYN RUESTMAN
Printed Name(s)

In witness whereof I have hereunto subscribed my name and affixed my official seal this 9TH day of JANUARY, 2024.

CANDI DOLLARD
Notary Public - State of Oklahoma
Commission Number 23001837
My Commission Expires Feb 7, 2027

Candi Dollard
Notary

My commission expires: FEB 07, 2027

Case 008-24: Rezoning

SW Corner of 20th and Prosperity-Rezoning-A request to rezone from C-3 (Commercial) to M-2 (Heavy Industrial)-Joel Standeford

Joel Standeford, 4612 E. Farm Rd 144, Springfield, Missouri. Mr. Standeford stated he would like to rezone this property so he could put in his lawn care and construction company on the top right corner of the diagram. They would build a 12,000 square foot warehouse. There would not be anything heavy industrial but on the southwest section having the M-2 rezoning would allow them to do storage units. They are looking at semi-truck parking, but they do not know if that would be a viable option yet. If the rezoning was M-2 then they could put storage units on the backside. Currently that property is pretty worthless because there is no sewer there. He stated you really could not build any housing there and nobody wants to live in that ditch off a highway. The goal would be to create some sort of storage facility on the southwest corner which is just over eight acres. On the northeast section there would be a pond on that east side and then they would probably put four warehouses through there where companies could come in and operate. He would probably take the northeast section that would be Clean Cut Constructions headquarters but no heavy industrial. He said the reason they requested M-2 instead of C-1, C-2 or C-3 was because you could not build storage units on that. You must have industrialization.

Mr. Bellairs stated the M-2 zoning district was for the potential of semi-trucks storage and parking. That was what Mr. Standeford was referring to when he spoke of storage units not commercial storage. He also mentioned a contractor's office. The M-2 zoning district allowed you to utilize more space of your sight as outdoor storage. Whereas if you are working in a C-3 zoning district you are restricted to only a portion of your sight being utilized. This becomes a little more permissive.

Mr. Kimble stated to delve into that question a little deeper, when you say storage units, can you unpack that a little more.

Mr. Standeford stated open storage. He said initially they want to rezone it for semi-truck parking. They would put a 30 ft road from 20th street straight south and then one-off prosperity west. That would give the turn around there. They were doing a market study right now and they do not know if that would be a viable option right now. The build out on that would be over one million dollars. If they know they could not get the traffic they would not proceed. But the M-2 would allow the open storage which is popular right now.

Mr. Kimble asked beside semi-trucks what would you anticipate if you went that direction also to be stored in that area.

Mr. Standeford stated 5th wheels and R.V.'s. You could rent it to electrical companies or any of these companies that just need space to store their trucks.

Mr. Kimble asked if there were any questions from the Commission on Case 008-24.

Ms. Phillips asked for clarification on the paperwork that was given to the Commission.

She stated there might be a contractor's office and then further up it stated City utilities were in place. So, she assumed that was sewer.

Mr. Standeford stated the sewer was 1000 feet to the east and 1000 feet of sewer was about a million bucks.

Ms. Phillips asked if he needed a permit from DNR first.

Mr. Bellairs stated that nothing from this case would be specific to site development questions. They were really just concerned about what was the highest and best use of this property. There have not been any site plans or development plans submitted at this time. This is what he would be allowed to do if the property was rezoned to M-2.

Ms. Phillips stated okay.

Mr. Kimble asked if there were any further questions from the Commission on Case 008-24.

Ms. Warren asked if contractors would be able to access the storage units any time or would there be time restrictions.

Mr. Standeford stated it would be gated so you could only access with a key code. It would have a modern entry system. He asked if that answered the question.

Ms. Warren stated she was asking if they could come in at 2:00 a.m.

Mr. Standeford said no. He stated he guessed they could if they needed their stuff or something like that. It would be very uncommon.

Mr. Kimble asked if there were any further questions from the Commission on Case 008-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 008-24.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 008-24.

Max Myers, 5161 Cameo Lane, Joplin, Missouri stated M-2 covered a lot of manufacturing and industrial. So, even though it was presented as a parking lot it could be a cement plant. He said something like that could be a concern for folks who live in that particular neighborhood. He stated he seemed like a fairly broad rezoning. He said the intended use is not necessarily the use it would be put to, and he had a concern with that.

Debbie Heitzman, 5161 Cameo Lane, Joplin, Missouri stated she was concerned if the property was rezoned what that would do to her taxes.

Mr. Kimble asked Mr. Bellairs if he was able to speak to that at all.

Mr. Bellairs stated that was a common concern and there were a lot of things to be considered. He said being in or out of the City affects that. He stated he could not speak to that question with 100% certainty. He was not a tax assessor.

Mr. Kimble asked Mr. Bellairs if she would like to take her concerns to someone else at the City who would it be that she could chat with to ask those questions.

Mr. Bellairs asked about property taxes.

Mr. Kimble said yes.

Mr. Bellairs stated he believed it would be the County.

Ms. Heitzman stated she had a question. She said she was on rural water and with them building right there would that affect her well any. Does anyone know.

Ms. Phillips asked if the site development looked at all surrounding properties.

Mr. Bellairs said the development of their property that would be what they would utilize when they came in to develop this area, is well water and septic. He stated as

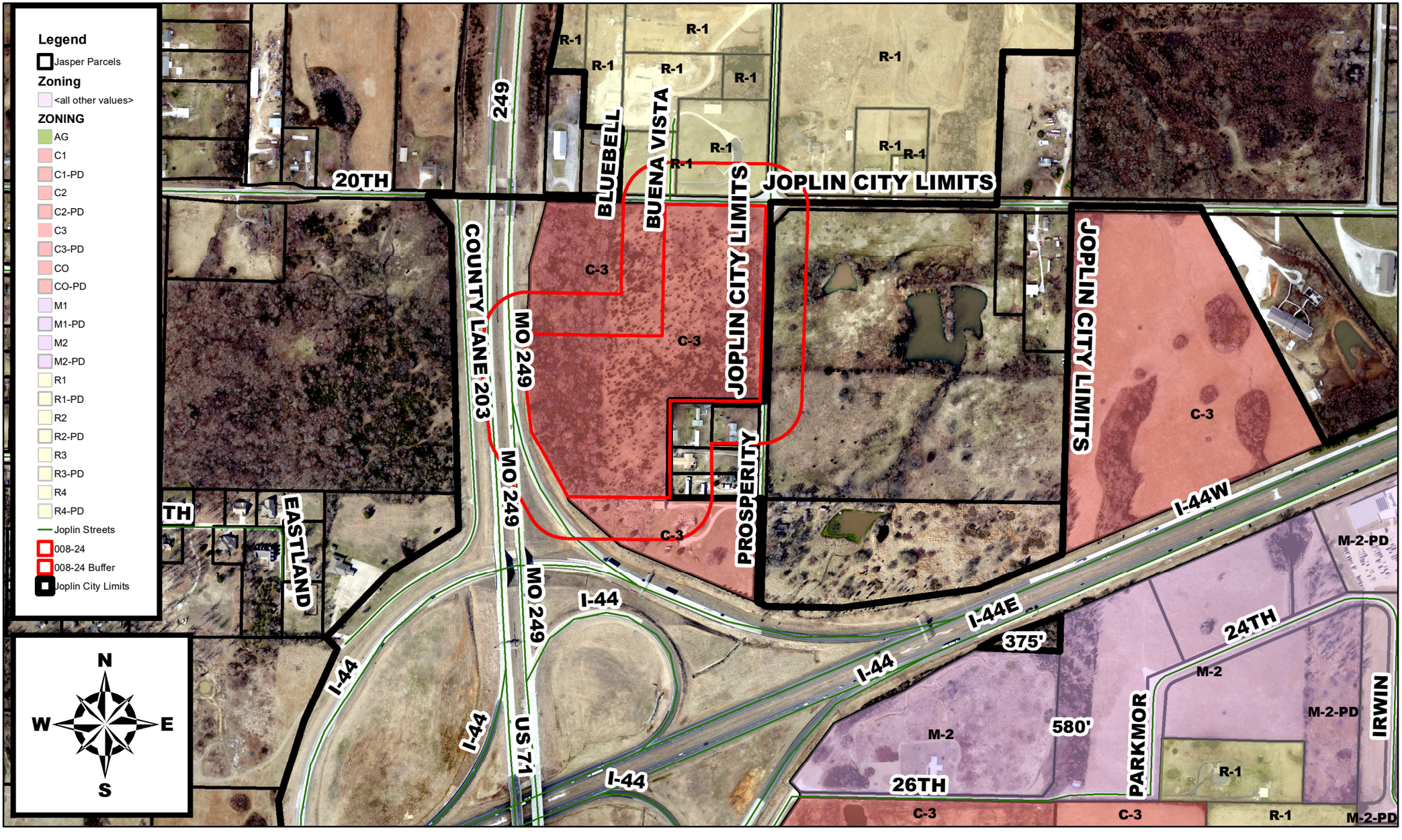
they have covered already, they are not within 100 feet of an existing sanitary sewer. He stated he guessed if she had questions, she could reach out to DNR to see if that would impact her sight. He does not imagine it would.

Ms. Heitzman stated okay and thank you.

Mr. Kimble asked if there was any one else to speak in opposition of Case 008-24.

MR. MCCULLOUGH MOVED THAT CASE 008-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (4 IN FAVOR, 0 NAY, 3 ABSENT).

Case 008-24: Rezoning



0 185 370 740 1,110 1,480 Feet

SW Corner of 20th and Prosperity - Rezoning - A request to rezone from C-3 (Commercial) to M-2 (Heavy Industrial) - Joel Standeford

P & Z Case 008-24
Joel Standeford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-257 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 C-3 (Commercial) to District M-2 (Heavy Industrial) property as described below and located at the SW Corner of 20th and Prosperity Ave.

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 C-3 (Commercial) the following described property and including in District M-2 (Heavy Industrial).

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE NORTH 89 DEGREES 02 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 415.59 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89 DEGREES 02 MINUTES 28 SECONDS WEST 429.56 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY 249, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 30 DEGREES 05 MINUTES 47 SECONDS WEST 285.95 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 03 DEGREES 31 MINUTES 55 SECONDS EAST 298.75 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 02 DEGREES 52 MINUTES 53 SECONDS EAST 172.76 FEET, THENCE SOUTH 89 DEGREES 04 MINUTES 09 SECONDS EAST 602.52 FEET, THENCE NORTH 01 DEGREES 42 MINUTES 09 SECONDS EAST 566.68 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 20TH STREET, THENCE ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 88 DEGREES 56 MINUTES 19 SECONDS EAST 337.02 FEET TO THE WESTERLY RIGHT-OF-WAY OF PROSPERITY ROAD, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 36 DEGREES 41 MINUTES 57 SECONDS EAST 88.54 FEET, THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 01 DEGREES 42 MINUTES 09 SECONDS WEST 796.00 FEET, NORTH 89 DEGREES 04 MINUTES 09 SECONDS WEST 391.00 FEET, THENCE SOUTH 01 DEGREES 38 MINUTES 49 SECONDS WEST 415.79 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD RIGHT-OF-WAY ALONG THE NORTH, EAST AND WEST SIDES THEREOF.

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

JOPLIN CITY COUNCIL
FEBRUARY 20, 2024
MEETING MINUTES

CALL TO ORDER

The February 20, 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 Christina Williams

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.

PRESENTATIONS

Presentation from the State Auditor's Office

Lori Melton, Audit Manager presented.

Essential Air Service Bid Results

Bart Starkey, Airport Manager presented.

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

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The Joplin Animal Control Officers remind everyone that February is Spay/Neuter Awareness Month. They encourage everyone to show their love for their pets and our community by spaying or neutering their pets. In doing this, it can reduce health risks for the pet. It also decreases roaming, running away, and aggressive behavior.

For more information, contact your veterinarian, the Joplin Humane Society, or the Joplin Health Department. The Health Department also has a voucher program that may provide

financial assistance for qualifying residents. Application must be made prior to the surgery. Details are listed on the City's Health Dept.'s website listed.

If residents need to contact a Joplin Animal Control officer, call the Joplin Health Department at 417-623-6122 during business hours. After 5 pm, on weekends or holidays, call the non-emergency number at the Joplin Police Department at 417-623-3131. Service is limited on weekends.

Parents and Grandparents - There is still time to sign up for youth soccer with Joplin Parks and Rec Department this spring. The deadline to register is February 28th.

The league is open to players ages 5 - 14 years and offers a great opportunity for all skill levels focusing on participation, fun, sportsmanship, and a non-competitive, recreational approach to sports. Registration is $50 per player, with each receiving a jersey, shorts, and socks.

Practices begin the week of March 12th and are determined by each coach. Games will be on Monday, Tuesday, or Thursday nights, depending on the child's age, beginning the week of April 1st.

To register or for more information, go to joplinparks.org or call 417-625-4750.

In case you missed it, the City welcomed new firefighters and opened the new Fire Station 7 earlier this month.

Fire Station 7 is a 7,900-square-foot facility with 3 double-depth drive-thru bays. Fire Chief Gerald Ezell noted that in addition to general firefighting practices, Station 7 is strategically located near industries and major traffic corridors, including Interstate 44.

As a component of the Public Safety needs analysis in 2006 and a recent Fire Dept. resource study, adding a station on the City's southeast borders will benefit existing residents and businesses, and future development. This project and the staffing for Station 7 are funded by the Public Safety Tax initiative approved by voters in the November 2006 election.

CITIZEN REQUESTS AND PETITIONS

Mary Price spoke on fiscal accountability and Joplin audit.

Brian Evans spoke on behalf of Frank Thompson regarding deceit and dishonesty.

PUBLIC HEARINGS

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 Of the February 5, 2024, City Council Meeting

Minutes Of the February 12, 2024, Special City Council Meeting

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. **Ordinance No. 2024-024.**

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. **Ordinance No. 2024-025.**

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. **Ordinance No. 2024-026.**

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. **Ordinance No. 2024-027.**

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. **Ordinance No. 2024-028.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-109

Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2024-109 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. 2024-029.**

COUNCIL BILL NO. 2024-503

Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-503 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. 2024-030**.

COUNCIL BILL NO. 2024-606

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2024-606 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. 2024-031**.

COUNCIL BILL NO. 2024-607

Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2024-607 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. 2024-032.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-256

Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2024-256 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. 2024-256.

COUNCIL BILL NO. 2024-608

Mr. Copple introduced 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; 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.

Motion by Mr. Copple, second by Mr. Monteleone to amend the Council Bill No. 2024 - 608 to change the limit from 1 to 3 within a fiscal year on referral bonuses. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

Motion by Mr. Copple, second by Mr. DeTar to amend Council Bill No. 2024-608 to change the wording from no previous city of Joplin employee eligible to, no person employed by the City of Joplin within the consecutive 5 years be eligible for this bonus. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

Motion by Mr. Copple, second by Dr. Farnham that amended Council Bill No. 2024-608 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. 2024-608.

SECOND AND THIRD READING

COUNCIL BILL NO. 2020-541

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Cortez to remove this item from the table and hear under second and third reading. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. Motion by Mr. Cortez, second by Mr. DeTar to approve Council Bill No. 2020-541 on second and third reading. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: Farnham, 1.
Ordinance No. 2024-033.

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. Cortez, second by Mr. DeTar to approve Council Bill No. 2024-107 on second and third reading. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Stinnett, and Williams, 9. Nays: Shaw, 1. **Ordinance No. 2024-034.**

UNFINISHED BUSINESS

NEW BUSINESS

Downtown Trees Streetscape

This item was moved from the February 20th Informal Meeting.

Nick Edwards, City Manager presented.

Motion by Mr. DeTar, second by Ms. Williams to approve brining back a budget amendment for the additional trees. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

Mr. Stinnett discussed concerns regarding an email received from the City Manager regarding the Memorial Hall RFQs.

Mr. DeTar, Mr. Monteleone, Mayor Lawson concur with Mr. Stinnett's comments.

Mr. Copple proposes taking cyber security to another level and developing an incentive program.

The meeting was adjourned at 7:40 p.m.

Respectfully,

Holly Nagy, City Clerk

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

Table of Contents

Section I Executive Summary..... 3
Invitation..... 3
Background..... 3
Grant Projects..... 3
Purpose..... 4

Section II General Instructions..... 6
Point of Contact..... 6
Timeline of Proposal..... 6
Brevity..... 6
Addenda and Revisions..... 6
Submission Requirements..... 7
Deadline for Submission of Interest..... 8

Section III Project Scope..... 9
General Statement..... 9
Scope of Services..... 9-10

Section IV Evaluation..... 11
Qualifications of Respondents..... 11
Scoring of Proposals..... 11
Additional Considerations..... 12
Selection..... 12-13

Section V General Information and Requirements..... 14
Minimum Effective Period of Proposal..... 14
Public Information..... 14
MBE/WBE/DBE..... 14
Type of Contract..... 14
No Lobbying..... 14
City's Reservation of Rights..... 14
Acceptance of Evaluation..... 14
Methodology..... 14
No Reimbursement for Costs..... 14
Eligible Respondents..... 15
Reference Checks..... 15
Award or Disbursement of Funds..... 15
Nonconforming Terms and Conditions..... 15
Debarment..... 15
Rejection..... 15
RFP Submission Form..... 16-17

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
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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

Table of Contents

EXECUTIVE SUMMARY 5
1.0 Company Profile 7
A&M's Core Principles 7
Our Team 8
2.0 Commencement 12
3.0 Experience And References 14
4.0 Methodology & Approach 20
Approach Overview 20
Program Design 20
Program Administration 24
Timeliness 29
Compliance/Reporting 30
Meetings 30
Monitoring 32
Coordination 33
Technical Assistance 33
Wind-down & Closeout/Audit Strategy Preparation 34
5.0 Cost Proposal 34
6.0 Additional Considerations 36
Local Presence 36
Remote Work 36
Our Unique Strengths and Drive for Innovation 37
Diversity and Inclusion 37
Appendix: Resumes 38

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.

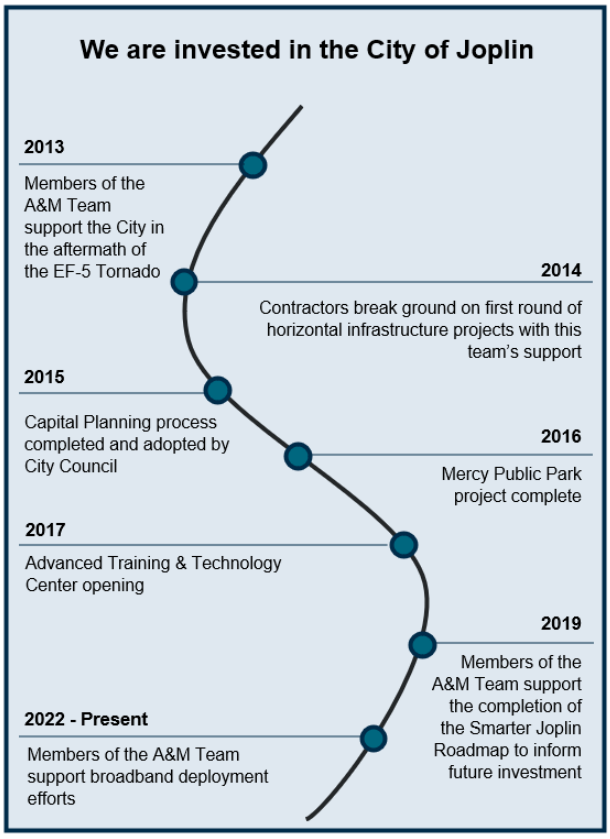


Figure 1: Sample Joplin Experience

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.

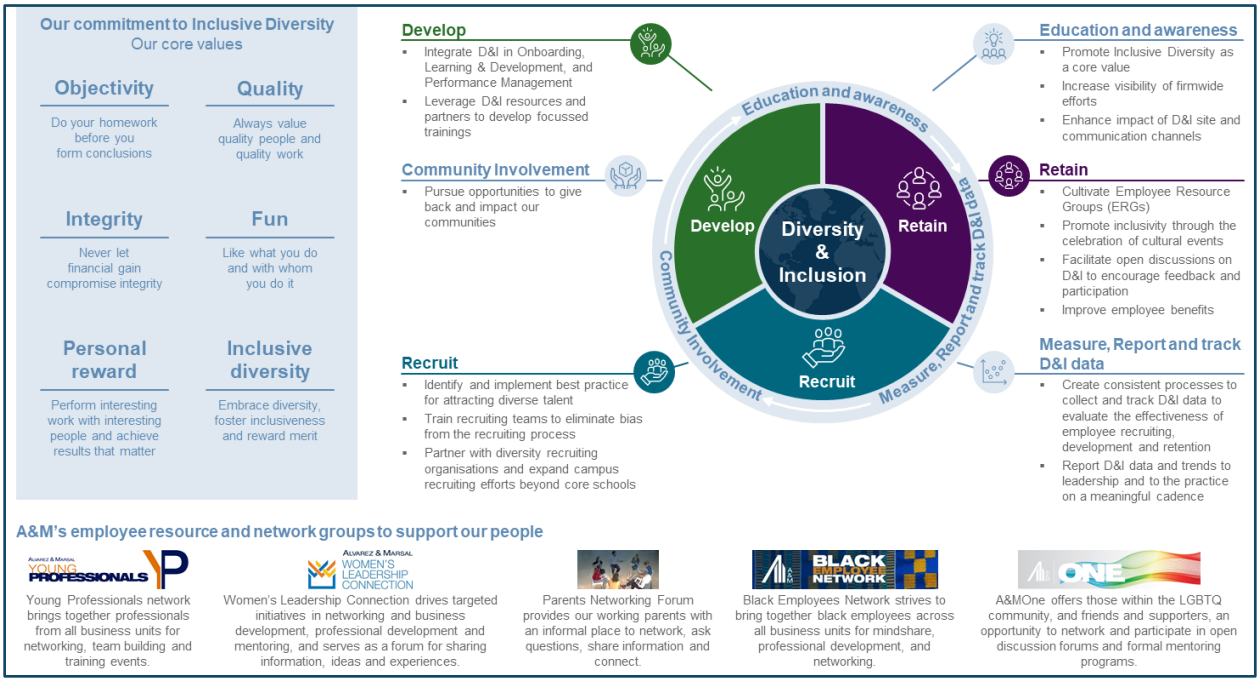


Figure 2: A&M's commitment to Inclusive Diversity

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.

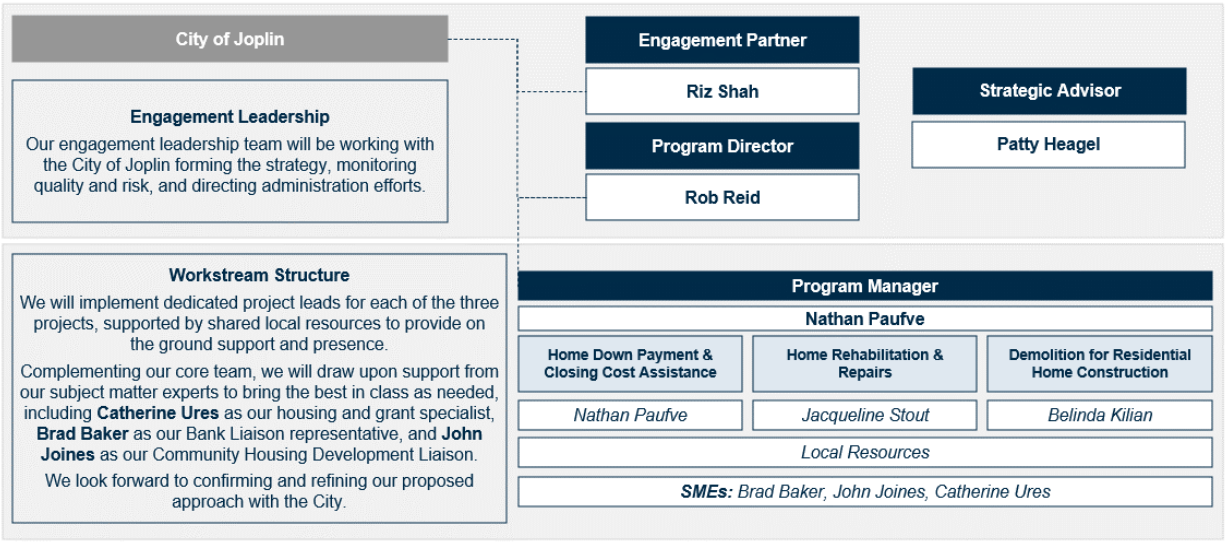


Figure 3: Proposed A&M project team

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.

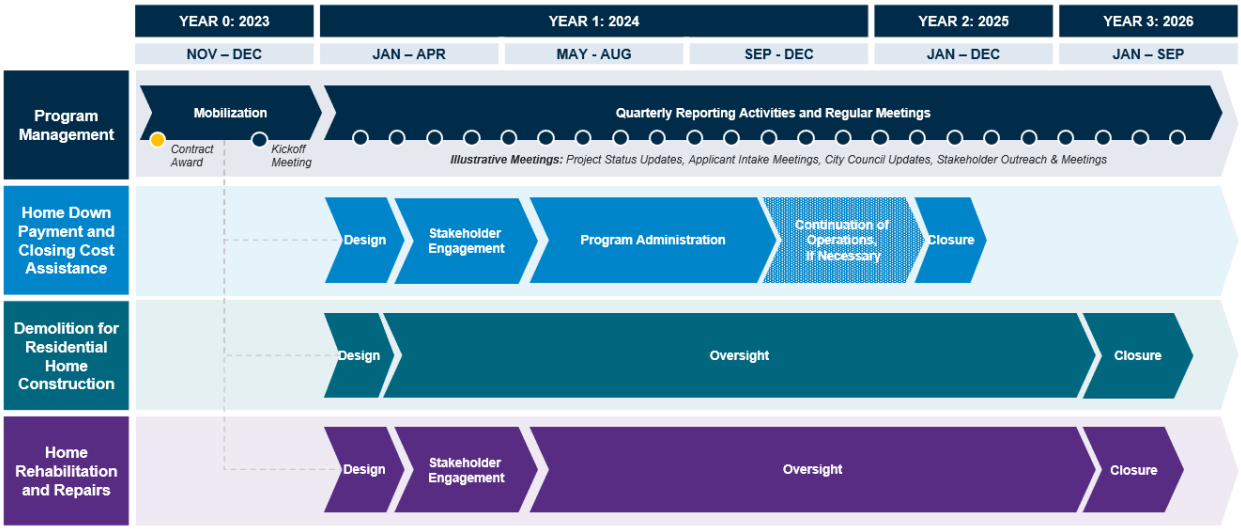


Figure 4: Representative h**igh-level project schedule** (to be agreed upon project commencement)

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.

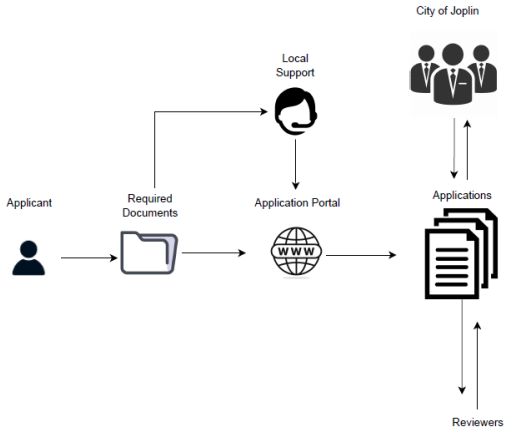


Figure 6: Illustrative online application process for Home Down Payment & Closing Cost Assistance Program

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.

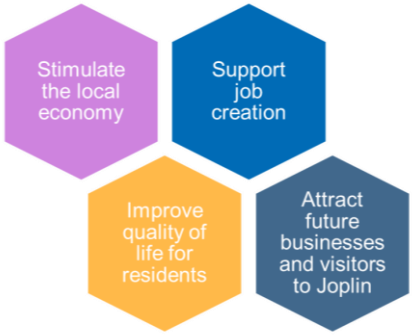
Accessibility: An online portal eliminates the need for physical travel to submit applications and is compatible with accessibility tools like screen readers.

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

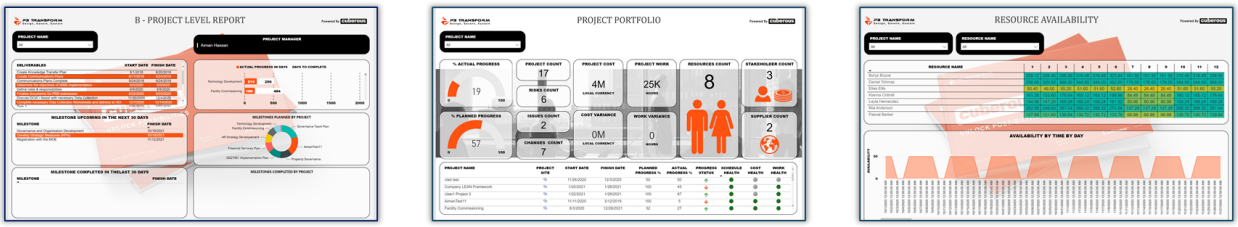


Figure 7: Sample Reporting Dashboards

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

Table of Contents

Section **Page**

1.0 Company Profile 1
1.1 Team Resumes 2
1.2 Organizational Chart 22
2.0 Commencement 23
3.0 Experience 25
4.0 Approach Strategy 31
4.1 Task 1 – Program Design 33
4.2 Task 2 – Program Administration 37
4.3 Task 3 – Timelines, Compliance/Reporting, Meetings, and Coordination 40
4.4 Task 4 – Monitoring 43
4.5 Task 5 – Technical Assistance 45
4.6 Task 6 – Close-Out & Audit Preparation 47
5.0 Additional References 50
5.1 Guidehouse References 50
6.0 Pricing 52
Appendix A. Proposal Submission Form A-1

List of Figures

Figure **Page**

Figure 1 - Proposed Community Revitalization Roadmap 31
Figure 2 - Guidehouse's PMO Approach 33
Figure 3 - Project Timeline 41

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.

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.

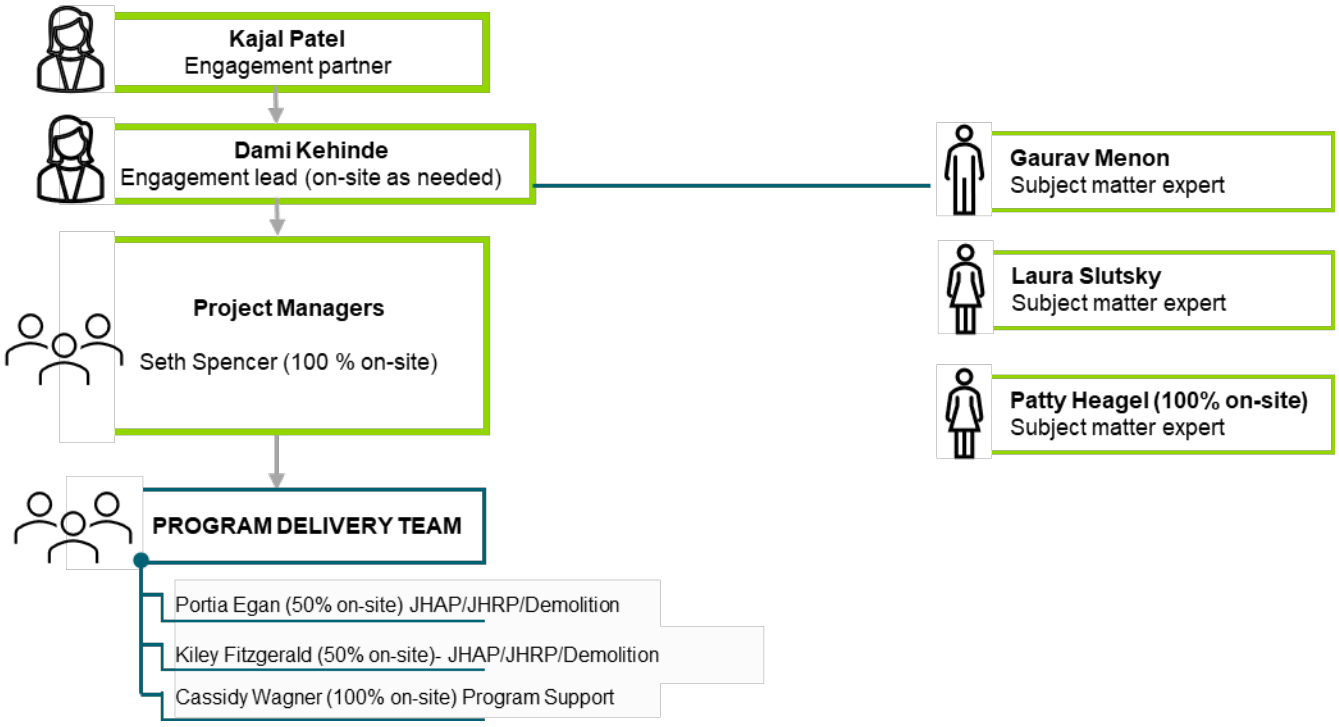
South Carolina Coronavirus Relief Fund (CRF)

- 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.

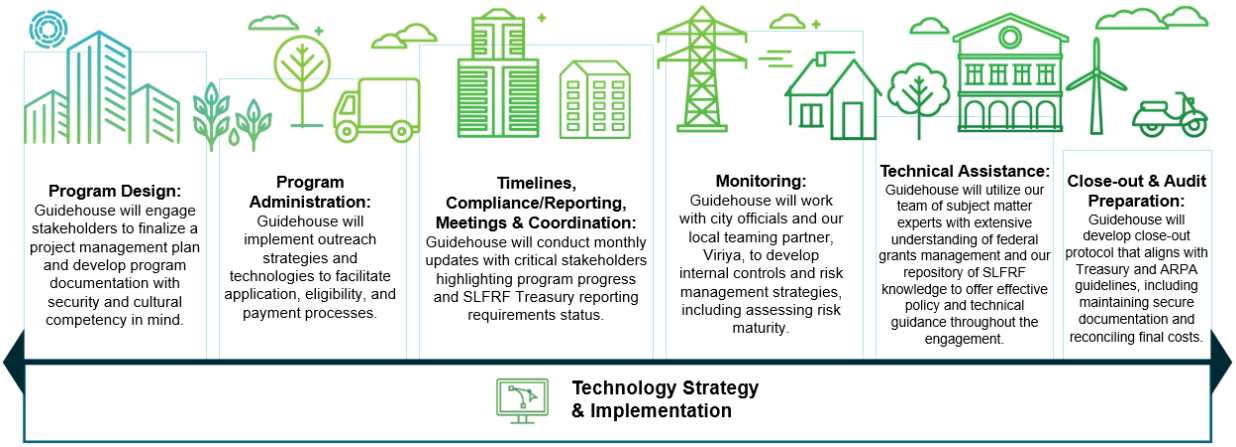
The Guidehouse team also worked with the City on the Joplin Homebuyer Assistance Program (JHAP). This program was developed and implemented to encourage homebuyers to purchase homes within and aid in the City of Joplin's goals to repopulate the disaster impacted areas. The project scope was to assist 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.

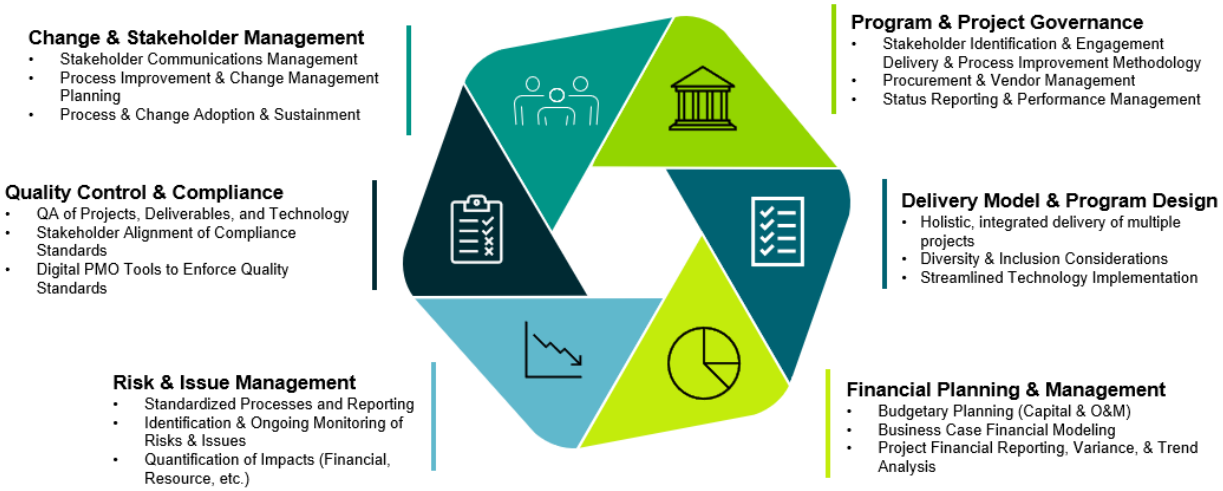
Our Project Management Approach

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.

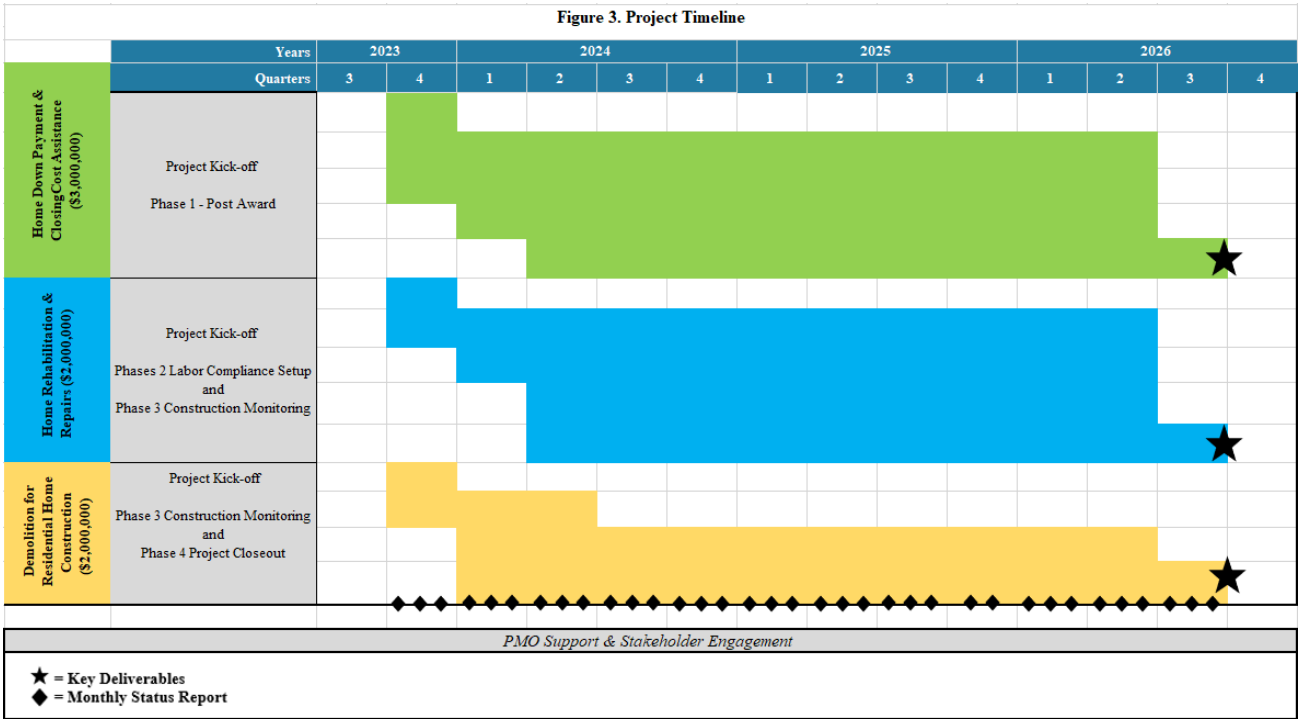
4.3 Task 3 – Timelines, Compliance/Reporting, Meetings, and Coordination

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.

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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 month probationary employment period. The budget is being amended for this program in the amount of $75,000.

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)* per successful referral upon the new team member's completion of their 6-month probationary period. Referral incentives will have applicable taxes deducted.

*The referral incentive is limited to up to three (3) new referrals per fiscal year. The employee referred cannot be an existing employee. Former City of Joplin employees who are eligible for rehire and who separated from City employment at least five (5) years may be referred for consideration.

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

AMENDED 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 referral incentives 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 up to three (3) referral incentives in the amount of One Thousand Dollars ($1,000.00) for each qualified applicant (not to exceed three) they refer that are hired and successfully complete the six (6) month probationary period. Former employees who are eligible for rehire and who have a five-year separation period may be considered as referred applicants.

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 Seventy-Five Thousand Dollars and No Cents ($75,000.00).

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 2024-504 – Approving a budget amendment for FY 2024

MEETING DATE
March 4, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-504 Ordinance; Schedule "A" Budget Amendment; MH Proposal; Map of Station #6 Repair

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 city council budget in the amount of $71,582.00 to perform an architectural analysis of Memorial Hall.
- Amending the fire public safety sales tax budget in the amount of $55,000.00 to repair a portion of the concrete apron at Fire Station #6.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $126,582.00.

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. 2024-504 **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 appropriations by the total amount of One Hundred Twenty-Six Thousand Five Hundred Eighty-Two Dollars and No Cents ($126,582.00) 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
4-Mar-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	City Council	001-0101-500-5010	Consulting Services			71,582
	Total General Fund			$	-	71,582
101	Public Safety Sales Tax Fund					
				$	-	-
	Fire PSST	101-6075-510-8010	Building Improvements			55,000
	Total Public Safety Sales Tax Fund			$	-	55,000
	Grand Total			$	-	126,582

sfsarchitecture
drivenbyconnections

February 23, 2024

Paul Bloomberg
Parks and Recreation Director
Joplin Parks and Recreation
3301 W. First Street
Joplin MO 64801

Re: Memorial Hall Costing Analysis | Scope and Fee Proposal

Mr. Bloomberg,

Thank you for the opportunity to collaborate with the City of Joplin on the Costing Analysis for Memorial Hall.

Below you will find outlined the scope of work as we proposed in response to the RFQ on January 30, 2024 (re: attached Statement of Qualifications: Project Understanding and Project Approach) with the associated professional fees.

Please review this proposal at your earliest convenience and let us know if there are any questions or concerns we can address.

Respectfully submitted,

Brian Garvey AIA DBIA LEED
Principal

Cc: Kerry Newman AIA

PROJECT UNDERSTANDING

In July of 2020, the City of Joplin procured an analysis of Memorial Hall. The City would like to update this study and answer the following items:

1. Provide a current structural and major systems analysis of Memorial Hall.
2. Provide itemized cost-estimates for building repairs and to major systems scaled to degrees of intended use:
    a. Minimally stabilize the structure to:
        i. abate further deterioration and protect the interior.
        ii. remove front entrance ramp and secure building.
    b. Minimal costs to stabilize building as above but include major systems and other repairs to provide basic services and programming and meet code compliance, ADA compliance, loading dock repairs, and other items to utilize space for basic community/civic use, parks department programming, meeting space, limited sports programming space, usage by veterans group, emergency operations use.
    c. Updated demolition costs and site cleared.

SCOPE OF WORK AND COMPENSATION

We propose the following scope of services to meet the stated goals of the project.

Task 1- Structural and Major Systems Analysis of Memorial Hall

The consultant team will visit Memorial Hall to observe and document existing conditions as outlined in the Project Approach of our Statement of Qualifications. The conditions assessment will be a critical tool to develop narratives and diagrams for developing reliable cost estimating options for analysis and public input.

Task 1 Not-to-Exceed fee: $42,535

Task 2 - Cost Estimating

Strategic Value Solutions (SVS) is a professional third-party cost estimating team. SVS will focus on developing the three cost options requested by the City which will be informed by the consulting teams' assessment findings and recommendations:

- Option 1: Minimum cost to stabilize Memorial Hall.
- Option 2: Option 1 cost plus costs of repairing Memorial Hall to allow for occupancy and programming.
- Option 3: Demolish Memorial Hall and prepare the site for future development.

Task 2 Not-to-Exceed fee: $25,887

Task 3 – Not included

Task 4 – Final Report

SFS Architecture will compile the final report and create an executive summary of the process and findings, then present the findings to the Governing Body.

Task 4 Not-to-Exceed fee:	$1,660

Reimbursable Expenses

Expenses incurred by SFS or the consultants for reproduction, postage, mileage/travel, and deliveries will be billed at SFS Architecture's actual cost plus 10%. We estimate reimbursable expenses will not exceed $1,500.00.

Total Compensation

Total Not-to-Exceed Base fee:	$70,082
Reimbursable Expenses:	$1,500

Schedule

We understand that time is of the essence. We would like to begin Task 1 Assessment work the week of March 4th and our schedule goals are outlined as follows:

3/7 or 3/8	Task 1 Assessments	On-site field work
3/11	Task 1 (continued)	Virtual Kick-off, Compile Assessments, Draft Costing Scopes
3/18	Start Task 2	Complete Assessment Reports, Cost Estimating
3/25	Task 2 (cont.)	Cost Estimating, Cost Analysis
4/1	City Council	Preliminary Costing Analysis Presentation to Governing Body
4/8	Task 4	Progress Meeting with Staff
4/15	Task 4 (cont.)	Compile Final Report
4/29	Task 4 (cont.)	Submit Final Report to Governing Body
5/6	City Council	Final Presentation to Governing Body

Deliverables

Deliverables anticipated for the above scope of work include:

- Task 1 – Conditions Assessment Reports and Civil/Site Survey
- Task 2 – Scope of work diagrams and narratives for creating the three cost options.
- Task 2 – Detailed cost options and analysis/comparison.
- Task 3 – Not included.
- Task 4 – Final Report and Executive Summary

Professional Services Assumptions

The schedule and fees are based on the following assumptions:

- One-day maximum on-site field work for structural, MEPF, architectural, and civil/site conditions assessment.
- Virtual Meetings: As needed with consultant team and city staff (Includes kickoff and progress meetings).
- SFS will facilitate up to (5) in-person presentations to governing bodies or stakeholder groups.

Professional Services Exclusions

The following items are specifically excluded from the Basic Services noted above:

- Renderings.
- Geotechnical investigations and recommendations.
- Hazardous materials abatement assessment and remediation strategies.
- Site civil design including surveying, traffic studies, roadway design and/or public improvements.

Invoicing

Invoicing will occur monthly for services rendered and are due upon receipt.

OWNER'S RESPONSIBILITIES

The Owner shall provide to the Architect data and information necessary to complete the services, including preliminary objectives, geotechnical report with recommendations, other parameters for the Project, existing facility drawings and specifications, if any, etc. The Owner shall provide access to the property and personnel necessary for the Architect to complete their services.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners employees, shareholders, owners and subconsultants shall not exceed $50,000.00 or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



Date: 2/23/2024

1 " = 47 '

0 0.00425 0.0085 0.017 mi

N

Areas

Override 1

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.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-101 – Construction Agreement with Rosetta Construction, LLC for Glendale Parallel Interceptor - Lower Reach project.

MEETING DATE
March 4, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2024-101 Ordinance, Bid Summary, Construction Agreement, Exhibit Map

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 Rosetta Construction, LLC in the amount of Two Million Five Hundred Fifty Thousand Six Hundred Twenty-Four and 00/100 Dollars ($2,550,624.00) for the Glendale Parallel Interceptor - Lower Reach project.

BACKGROUND
The Wastewater Facilities Plan (WFP), dated February 2020, identified the need to replace aging pipes and provide for additional hydraulic capacity in the parallel system, from the twin equalization basins upstream to just east of Connecticut Ave. The WFP recommended constructing these improvements within the first five years. Starting in late 2021, council awarded a construction agreement to address the uppermost portion prior to the street widening project currently under construction. This Lower Reach project consists of replacement of approximately 8,700 linear feet of gravity sewer, ranging from 8" to 36", including manholes, pavement removal and replacement, and roadway bore installations under south Main Street. A request for proposals for the Glendale Parallel Interceptor - Lower Reach project was advertised in the Joplin Globe on January 27th, 2024, and bids were opened on February 21, 2024 in accordance with the City of Joplin's procurement policies. Four bids were received, with Rosetta Construction confirmed as the lowest responsive bidder. The low bid is below the engineer's estimate.

FUNDING SOURCE
Wastewater Funds

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

COUNCIL BILL NO. 2024-101 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Rosetta Construction, LLC in the amount of Two Million Five Hundred Fifty Thousand Six Hundred Twenty-Four and 00/100 Dollars ($2,550,624.00) for the Glendale Parallel Interceptor - Lower Reach project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the City enter into an agreement with Rosetta Construction, LLC in the amount of Two Million Five Hundred Fifty Thousand Six Hundred Twenty-Four and 00/100 Dollars ($2, 550,624.00) for the Glendale Parallel Interceptor - Lower Reach 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 Rosetta Construction, 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 that effect to the Director of Finance, the contractor shall be paid from the Wastewater Fund.

Section 4. That this Council Bill shall have an effective date of March 19, 2024.

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 NO. 2024-101

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Rosetta Construction LLC Address: PO Box 14024 Springfield, MO 65814	
Attention: Chris Parker		Attention: Victor Rosetta	
Department: Public Works		Phone: 417.886.2094	Fax: 417.881.5758
Phone:	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 2024, 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:

Glendale Parallel Interceptor Improvements – Lower Reach

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 300 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, 2024, 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) 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. 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) 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. 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at 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.

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 $2,550,624.00 (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 $1,000.00 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. 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 Two Million Five Hundred Fifty Thousand Six Hundred Twenty-Four 00/100 ($ 2,550,624.00) dollars, 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: ROSETTA CONSTRUCTION, LLC

By: _____

Printed Name: Victor Rosetta _____

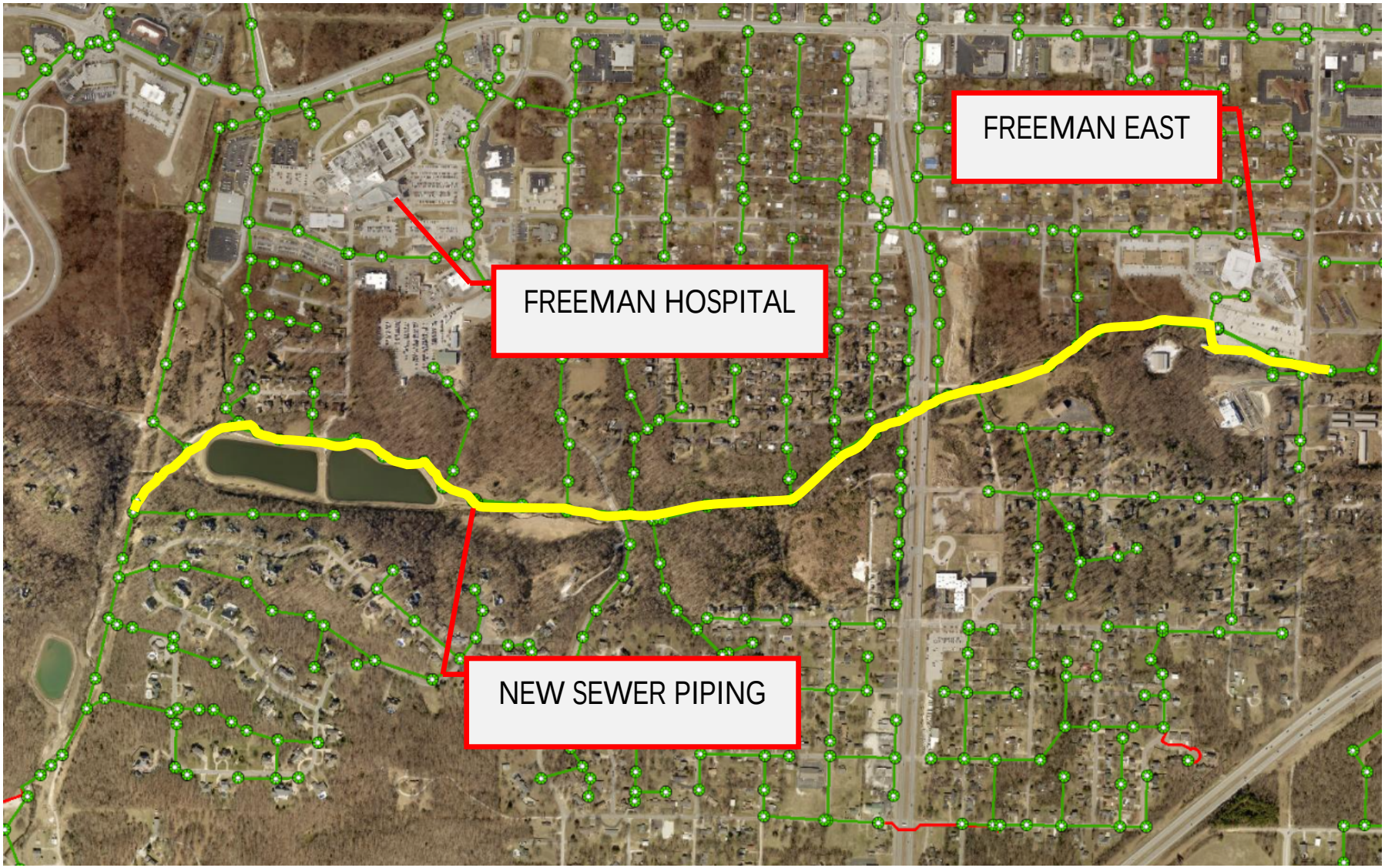
Title:

President _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director



Council Bill 2024-101 Exhibit Map
Glendale Parallel Interceptor - Lower Reach

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-111 authorizing the City of Joplin to enter into an agreement and work authorization with Burns & McDonnell Engineering Company, Inc., to conduct a wastewater rate study.

MEETING DATE
March 4, 2024

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2024-111 Ordinance; Agreement; Work Authorization BMD-24; RFQ Results

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 an Agreement and Work Authorization between the City of Joplin and Burns & McDonnell, Inc. in the not to exceed amount of Sixty-Eight Thousand Four Hundred Twenty Six and 00/100 no/100 Dollars ($68,426.00).

BACKGROUND
The current sewer rates were established in a rate study conducted in 2019 and became effective on January 1, 2020. Council Bill 2019-161 was authorized by the city to incorporate the City's current rate structure for the customers of Joplin. Those rates were set for a five-year period that will end December 31, 2024. A new rate structure is needed that encompasses a wholistic view of the sewer utility's financial needs. A Request for Qualifications was published on January 6, 2024 in the Joplin Globe. Submittals were received by the January 24, 2024 deadline, in accordance with the city's procurement policy. Of the four consulting firms who responded, 1898 & Co., part of Burns & McDonnell, was selected as the most qualified to perform this service. The fees are within industry standards for this type of work. This study will determine rates from 2025 through 2030 based on current debts, forecasted costs for operations and maintenance, along with capital improvements needed over the study period. The City's discharges from the wastewater treatment plants are regulated by the National Pollutant Discharge Elimination System (NPDES) permits issued by the State of Missouri. Burns & McDonnell's scope includes a presentation to Council of their findings and recommendations; detailed scope explanations are contained in Attachment 1 to the Work Authorization.

FUNDING SOURCE
Wastewater Fund

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway KANSAS CITY, MISSOURI 64114	
Attention:		Attention: David Naumann	
Department:		Phone: 816-822-4207	Fax:
Phone:	Fax:	2024 SEWER RATE STUDY	

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 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: _Burns & McDonnell Engineering Company, Inc._
By:
By: _____

Printed Name: Chris Underwood, PE

Title: Vice President

Date: _____

_____
Daniel Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway KANSAS CITY, MISSOURI 64114	
Attention:		Attention: David Naumann	
Department:		Phone: 816-822-4207	Fax:
Phone:	Fax:	2024 SEWER RATE STUDY	

WORK AUTHORIZATION NUMBER __BMD-2024 SWR RATE STUDY _____
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 __BMD-2024 SWR RATE STUDY___ exceed the sum of Sixty-Eight Thousand Four Hundred Twenty Six no/100 Dollars ($68,426).

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, 2024, 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) 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: Burns & McDonnell Engineering Company, Inc.

By: _____

Printed Name: David Naumann

Title: Senior Project Manager

Date: _____

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

Date: _____

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER BMD-2024 SWR RATE STUDY TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Burns & McDonnell Engineering Company, Inc.)

1. SCOPE OF SERVICES

Burns & McDonnell has been engaged to provide a comprehensive financial planning, cost of service and rate design study for the City's wastewater utility. The proposed scope of work described herein is based substantially on the most recent study completed in 2019. A summary of major tasks is shown below.

- 1.1. Initiate Project
  - 1.1.1. Submit Data Request
  - 1.1.2. Conduct Project Kick-off Meeting via Microsoft Teams
- 1.2. Financial Plan Development
  - 1.2.1. Prepare Revenue Forecast
  - 1.2.2. Project Capital Flow of Funds
  - 1.2.3. Project Operating Revenue Requirements
  - 1.2.4. Review and Finalize Operating Cash Flows Meeting at City Offices
- 1.3. Cost of Service Analysis
  - 1.3.1. Determine Utility Cost Assignments
  - 1.3.2. Allocate Functional Costs to Classes
  - 1.3.3. Review Cost of Service Results
  - 1.3.4. Review Cost of Service Results via Microsoft Teams
- 1.4. Proposed Rate Development
  - 1.4.1. Design Proposed Rates and Pretreatment Fees
  - 1.4.2. Prepare Typical Bill Comparison
  - 1.4.3.Review Proposed Rates via Microsoft Teams
- 1.5. Deliver Study Results
  - 1.5.1. Prepare Draft and Final Reports
  - 1.5.2. Attend Three Public Meetings in Joplin
    - 1.5.2.1. Work Session Presentation to Council
    - 1.5.2.2. Open House Public Meeting
    - 1.5.2.3. Council Meeting Q&A Support When Rates are Adopted

2. TERMS

2.1. Schedule: The services of the Engineer shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and completed in the light of the purposes of the authorization, with draft and final reports to be delivered in June and July, respectively.

2.2. Engineer will be compensated on a time and materials basis, but shall not exceed the total compensation amount unless approved in writing by the City.

2.3. In the performance of this study, Engineer will rely upon data provided by the City. Such data will form the basis for future projections. Actual results may vary from future projections in

accordance with future conditions such as weather, economic factors or other variables beyond the control of the Engineer.

3. PAYMENT

3.1. Payment to Engineer shall be at the hourly labor rates and non-labor rates set forth in the attachment Number Two to Exhibit A: "Schedule of Hourly Rates and Expenses"; with a total compensation not to exceed amount of Sixty-Eight Thousand Four Hundred Twenty Six Dollars ($68,426), as set forth in Work Authorization Number _BMD-2024 SWR RATE STUDY_ to the Agreement for Professional Engineering Consulting Services, Section 5.b.

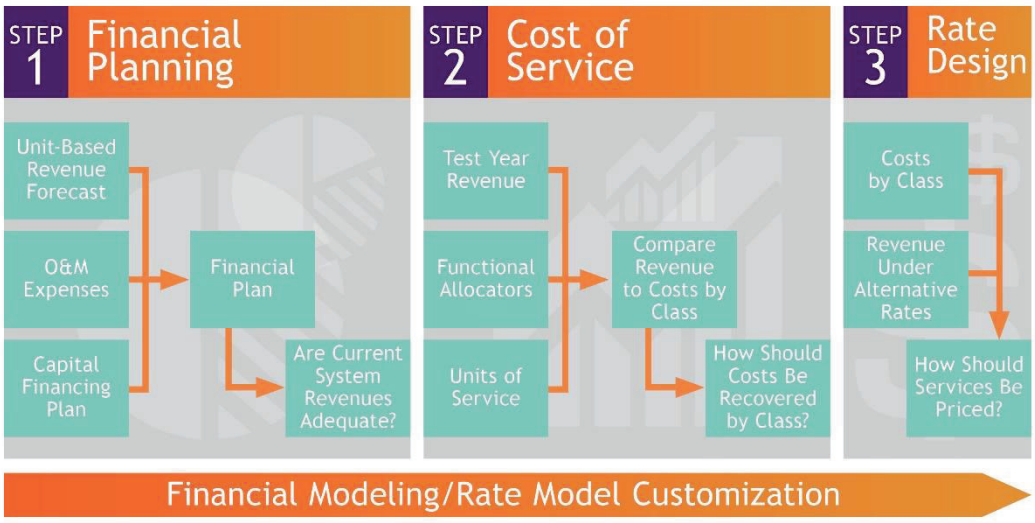
1898 & Co proposes to provide the professional consulting services required by the City of Joplin, Missouri (the City) to conduct a comprehensive financial planning, cost of service and rate design study for the City's wastewater utility. The proposed scope of work described herein is based substantially on the most recent study completed in 2019.

The primary objective of the study is to provide the City with recommended sewer charges that will sustain the financial viability of the system and provide appropriate debt service coverage. Proposed rates will be designed to provide the system with sufficient revenues to meet capital and operating costs over a 5-year study period.

OUR APPROACH TO MUNICIPAL RATE STUDIES

At its most basic level, 1898 & Co.'s rate studies are designed to create a financial roadmap to prudently plan for funding requirements, to defensibly and equitably recover costs, and to implement rate adjustments that achieved utility policy goals and objectives.

Our approach to executing utility rate studies is grounded in the principles established by both the American Water Works Association (AWWA) M1 Rate Manual, and the Water Environment Federation (WEF) Financing and Charges for Wastewater Systems. The three-step approach we follow to complete utility rate studies aligns with industry standards and is depicted below. Our proposed project team has applied this approach in essentially all comprehensive financial planning, cost of service and rate studies we conduct.



► Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis will answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue adjustment is needed?"

- Step 2: Cost of Service focuses on assigning cost responsibility to customer classes. Each customer class is allocated an appropriate share of the overall system costs based on the level of service provided. The net revenue requirements (costs to be recovered from rates) identified in Step 1 are allocated to customers in accordance with industry standards and principles and system characteristics.
- Step 3: Rate Design provides for the required revenue recovery. Once the overall level of revenue required is identified and customer class responsibility for that level of revenue is determined, schedules of rates for each rate class are developed that will generate revenues accordingly.

The remainder of this section details the proposed scope of services.

Proposed Work Plan

TASK 1 – INITIATE PROJECT

The objective of Task 1 is to initiate the Study, collecting pertinent data and collaborating with the City to confirm consensus understanding of issues, milestones, communication strategies, and other matters.

An initial data request may be found at the end of this section to identify the information desired to start the study. Requested data is intended to address relevant current financial and operating information including billing summaries, most recently approved budgets, capital improvement plans, covenants associated with existing debt, formal financial policies or goals, fixed asset data, system operating information, and annual financial reports. The request for data is designed to be comprehensive; however, additional information may be requested as the project proceeds.

TASK 1.1 – CONDUCT PROJECT KICK-OFF MEETING

1898 & Co. will initiate the project by conducting a virtual kick-off meeting using Microsoft Teams. This meeting will provide the opportunity for 1898 & Co. to collaborate with key utility staff and gain further understanding of the wastewater utility system. It will also allow 1898 & Co. and the City to discuss the project approach, the various issues to be addressed, and the initial data and information requested. During the meeting, 1898 & Co. will work with the City to finalize the study goals, objectives, and timeline that will result in completion of all tasks and deliverables in accordance with the City's needs.

Task 1 Deliverables and Meetings:

- Deliverables: Initial data request
- Formal Meeting: Project kick off meeting via Microsoft Teams

TASK 2 – FINANCIAL PLAN DEVELOPMENT

The objective of Task 2 is to develop a five-year financial plan that adequately funds the operating and capital requirements, complies with financial management policies, and provides a defensible and implementable plan for the utility to move forward.

1898 & Co. will develop the five-year financial forecast of the wastewater utility operating results. This will determine whether revenues under current rates can be expected to provide adequate funding for future

utility operating and capital costs. The results of this financial forecast will be utilized to define the target annual revenue requirements for the wastewater services.

TASK 2.1 -PREPARE REVENUE FORECAST

Projected annual utility service revenues under existing and planned user charges and rates will be developed. 1898 & Co. will review historical growth in the number of customers by class and then forecast the annual number of customers for each utility rate class for each year of the forecast period.

1898 & Co. will assess trends in billable flow per account for each customer class. Based on the volume analysis and other available information, 1898 & Co. will estimate the future billable flow per customer for each rate class. The estimates of the annual number of customers and the annual billable flow per customer will provide the basis for forecasting annual billed volumes over the study period. The existing schedules of wastewater rates will be applied to the projected billable flow and the estimated numbers of customers to develop forecasted annual wastewater revenues under existing rates for the forecast period.

1898 & Co. will also develop projections of revenues from other existing sources, which may include interest income, penalties, tap fees and other miscellaneous income sources.

TASK 2.2 - PROJECT CAPITAL FLOW OF FUNDS

1898 & Co. will review the capital improvement plan (CIP) and develop a capital planning flow of funds. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include issuance of proposed bonds, loans, connection fees, existing balances, and other sources as applicable. Uses of funds will include the CIP, cost of debt as applicable, and other costs as identified through consultation with the City.

TASK 2.3 - PROJECT OPERATING REVENUE REQUIREMENTS

Projections of annual system operation and maintenance expenses will be developed based on variables that may include projected billed volumes, historical expense levels, existing budgets, inflation estimates, and the input of City staff regarding any planned changes to the operation and maintenance of the utility system.

Annual debt service requirements on any outstanding debt will be included in the operating forecast. To the extent additional financing of expected capital improvements is indicated to be required in Task 2.2, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e. debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered.

Projections of any other wastewater system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures often include transfers or routine capital expenditures.

TASK 2.4 - REVIEW AND FINALIZE OPERATING CASH FLOWS

1898 & Co. will summarize the annual forecasts of the wastewater utility revenues from Task 2.1, as well as the projected operating requirements from Task 2.3 in the form of pro-forma cash flow analyses for the

sewer utility. This analysis will identify any annual operating surplus or deficit anticipated during the study period. The total projected annual surplus or deficit will provide an indication of whether the existing rates will generate sufficient revenues to cover the utility's costs for each year of the forecast period and whether an overall revenue adjustment is necessary.

1898 & Co. will review the preliminary forecast results with the City at a meeting at the City offices. During this meeting, 1898 & Co. will review assumptions and results for each component of the cash flow forecast. Following the meeting, the forecast will be updated to reflect applicable feedback received by the City.

Task 2 Deliverables and Meetings:

- Deliverables: Five-Year Wastewater Operating & Capital Funding Plans
- Formal Meeting: Meeting at City Offices to Review and Finalize Cash Flow

TASK 3 –COST OF SERVICE ANALYSIS

The objective of Task 3 is to determine the cost of service based on the revenue requirements developed in Task 2, and to subsequently determine each customer class' responsibility in recovering that cost of service.

The information contained in the financial forecasts developed in Task 2 will be used to determine the corresponding annual revenue requirements. 1898 & Co. will create a cost of service analysis that will equitably allocate the overall revenue requirements to customer classes utilizing the cash basis. An examination of wastewater treatment costs for allocation to the extra strength components of BOD and suspended solids will be conducted. The development of the allocated class cost of service will be consistent with industry standards as promulgated by WEF.

TASK 3.1 – DETERMINE UTILITY COST ASSIGNMENTS

1898 & Co. will functionalize and assign each category of the wastewater system's costs to applicable utility functions. Functions for the wastewater system may include flow, strength, customer accounts, etc.

TASK 3.2 – ALLOCATE FUNCTIONAL COSTS TO CLASSES

Service requirements for each customer class will be estimated for each of the utility cost functions. Unit costs will be applied to each customer class units to assign costs from Task 3.1 to customer classes in accordance with the service provided.

TASK 3.3 – REVIEW COST OF SERVICE RESULTS

1898 & Co. will prepare a comparison of the allocated cost of service results with the projections of revenues under existing rates by class to identify the degree to which existing rates create inequities in the recovery of costs among the rate classes.

TASK 3.4 – REVIEW COST OF SERVICE RESULTS

1898 & Co. will review the cost of service results with the City to discuss appropriate rate strategies and methodologies before proceeding with the rate evaluation and design.

Task 3 Deliverables and Meetings:

- Deliverables: Cost of service allocations to customer classes
- Formal Meeting: Conference call to discuss cost of service results

TASK 4 – PROPOSED RATE DEVELOPMENT

The objective of Task 4 is to develop proposed rates that meet the needs and objectives of the utility.

1898 & Co. will assess the existing rate structure for its performance, overall equity, and ability to meet City objectives for future wastewater rates. 1898 & Co. will take into consideration alternative rate structures from our experience with other sewer utilities. Where appropriate, recommendations will be offered for modifications to the existing rate structure to improve the alignment with City goals and objectives.

1898 & Co. will provide a proposed rate for industrial pretreatment services based on the labor and other expenses incurred by the City to provide its pretreatment program.

1898 & Co. will prepare a comparison of typical bills under both the existing and the proposed rates for each customer class. Additionally, a comparison of typical residential bills will be provided with up to seven other utilities. Comparison utilities will be determined in consultation with the City.

Task 4 Deliverables and Meetings:

- Deliverables: Proposed sewer user charge rates
  Proposed pretreatment program fees
  Typical bill comparison
- Formal Meeting: Conference call to review draft and final proposed rates

TASK 5 – DELIVER STUDY RESULTS

1898 & Co. will summarize the study results in a preliminary report for review by City staff in Adobe PDF form. The report will include recommendations, to be followed by a description of the analysis completed and identification of the key inputs, assumptions, methodology, and results of the study. The draft report will present the financial forecasts, cost-of-service analyses, and rate designs in tabular form.

1898 & Co. will discuss the results of the study in a conference call with City staff. Based upon comments and input from the City, 1898 & Co. will revise the report, as appropriate, and will provide ten copies of the final report to the City. An electronic copy of the report will also be provided in Adobe PDF format.

Following the finalization of the study report, 1898 & Co. will participate in a presentation of the study results to the City Council to explain the details of the report and discuss recommendations. 1898 & Co. will also attend one public open house to address questions and will also attend a City Council session for question and answer support prior to adoption.

Task 5 Deliverables and Meetings:

- ► Deliverables: Draft & final reports, in Adobe PDF format, with ten hard copies Of the final report
- ► Formal Meeting: In person presentation of Study results to City Council
  One public open house
  One City Council Meeting for Q&A When Adopting Rates

Project Schedule

Major Milestone	General Timeline
NTP	Day 1
Kickoff Meeting	Day 5
Draft Financial Plan Review – On Site	Day 45
Finalize Financial Plan	Day 60
Cost of Service Review	Day 75
Review of Draft Rates	Day 90
Draft Report	Day 110
Present Results at Council Work Session	Day 120/TBD
Final Report	Day 130
Public Open House	TBD
Council Session Q&A Support	TBD

Detailed Fee Estimate

Joplin, Missouri
2024 Wastewater Rate Study

Consultant	Task 1 - Initiate Project	Task 2 - Financial Plan Development	Task 3 - Cost of Service Analysis	Task 4 - Proposed Rate Development	Task 5 - Deliver Study Results	Estimated Total Hours	Total Labor & Expense
Dave Naumann	8	22	8	4	20	62	$ 17,670
Alex Craven	8	50	6	10	14	88	$ 19,624
Payton Williams		110	8	24	20	162	$ 30,132
Total Labor [1]	16	182	22	38	54	312	$ 67,426
Expenses $ [2]	$ -	$ 250	$ -	$ -	$ 750	$ -	$ 1,000
Total Project Fees [3]	$ 4,064	$ 38,130	$ 5,106	$ 7,834	$ 13,292		**$ 68,426**

[1] Includes labor fee at standard hourly billing rates.
[2] Expenses include travel, printing and other directly related project costs.

INITIAL DATA REQUEST

Listed below are the key data sets anticipated for the wastewater financial planning, cost of service and rate study.

While this list is intended to be comprehensive, during the conduct of the study, it is possible that additional data may be requested. Information available in electronic format is preferred over hard copy. If information is obtainable from the City's website, a link directing the project team to that data is acceptable.

FINANCIAL REPORTS

1. Audited financial statements for the last 3 years
2. Year-to-date financial statements as may be available
3. Detailed operation and maintenance expenses for the last 3 years
4. A summary of historical revenues for the last 3 years, including user charges, interest income, miscellaneous fees, and other revenues as appropriate
5. Most recent annual budget and any operating budget projections available
6. Existing debt and loan payment schedules
7. Official Statement for most recent bond issue, if applicable
8. The most recent 5-year capital improvement plan
9. Beginning operating and capital fund balances at the start of the most recent fiscal year
10. A spreadsheet or report of itemized fixed assets including account number, description, original cost, accumulated depreciation, annual depreciation, and net book value. The total values should tie to values included in the most recently audited financial statements.
11. Basis for determination of transfers to General Fund, if applicable
12. Financial policies or targets such as debt service coverage ratios, reserve balances, etc as applicable

BILLING AND RATE INFORMATION

13. Current rate schedules
14. A summary of customer accounts, billed wastewater volumes, and revenues by class and meter size for the last three years
15. Three years of monthly billing history for excess strength / monitored customers, including billed volume and strength quantities and related revenues
16. Any special rate/service contracts terms and conditions, as applicable

OPERATING REPORTS

17. Average monthly flow treated at the wastewater treatment plant(s) over the last three years, and average monthly strength loadings (mg/l BOD and SS) of the influent wastewater
18. Amount of wastewater utility resources (labor, equipment, etc) involved in industrial monitoring or high strength management

Attachment Number Two

Schedule of Hourly Rates and Expenses

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$74.00
Technician*	6	$94.00
Assistant*	7	$114.00
	8	$156.00
	9	$186.00
Staff*	10	$204.00
	11	$223.00
Senior	12	$252.00
	13	$273.00
Associate	14	$281.00
	15	$283.00
	16	$285.00
	17	$289.00

Unit Cost Rates

Description	Unit Cost
Flow Meter Installation	$500.00/each
Flow Monitoring (minimum 5 meters)	$70.00/meter-day
Rain Gauge Monitoring	$15.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

RFQ Respondents

PROJECT: Sewer Rate Study 2024

Submission Deadline : January 24 , 2024 @ 2:00 pm

Consultants

1898 & Co., part of Burns & McDonnell
Raftelis
Black & Veatch
NewGen Strategies & Solutions

COUNCIL BILL NO. 2024-111 **ORDINANCE NO**

AN ORDINANCE approving an agreement and work authorization with Burns & McDonnell, Inc., Inc. in the amount of of Sixty-Eight Thousand Four Hundred Twenty Six no/100 Dollars ($68,426) for the 2025 Sewer Rate Study project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement and work authorization by and between the City of Joplin and Burns & McDonnell, Inc., Inc. in the not to exceed amount of Sixty-Eight Thousand Four Hundred Twenty Six no/100 Dollars ($68,426), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of March 19, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-111

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024-609 – amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, by enacting a new Section, 82-200, Unlawful Possession of a Controlled Substance.

MEETING DATE
March 4, 2024

ORIGINATING DEPARTMENT
Police Department

ATTACHMENTS
Council Bill No. 2024-609

REVIEWED BY
Police Chief Richard Pearson; City Attorney Peter Edwards; City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 82 of the City Code and relates to the possession of a controlled substance by enacting a new Section – Sec. 82-200 Unlawful Possession of a Controlled Substance.

BACKGROUND

The Joplin Police Department does not currently have an ordinance in place to charge persons with misdemeanor possession of a controlled substance. Illicit drug use is a danger to the health, safety, and general welfare of the City, and there are occasions where persons have very minimal amounts of a controlled substance as defined in RSMo §195.010.

In order to promote the health, safety, and general welfare of the City, and to prevent the use of illicit drugs, the enactment of this ordinance is requested.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be placed on First Reading.

COUNCIL BILL NO. 2024-609 ORDINANCE NO.

AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, by enacting a new Section, 82-200, Unlawful Possession of a Controlled Substance.

WHEREAS, illicit drug use is a danger to the health and safety, and general welfare of the City.

WHEREAS, there are occasions where persons have very minimal amounts of a controlled substance as defined in RSMo §195.010.

WHEREAS, the Joplin Police Department does not currently have an ordinance in place to charge persons with misdemeanor possession of a controlled substance.

WHEREAS, in order to promote the health and safety, and general welfare of the City, to prevent the use of illicit drugs, the Council of the City of Joplin desires to enact an unlawful possession of a controlled substance ordinance.

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

Section 1. That Chapter 82 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Health and Safety, is amended by enacting a new Section 82-200 – Possession of a Controlled Substance, as follows:

"Section 82-200 – Unlawful Possession of a Controlled Substance.

A person commits the offense of possession of a controlled substance, as defined by Section 195.010, RSMo., if he or she knowingly possesses a controlled substance, except as authorized by Chapter 579, RSMo., or Chapter 195, RSMo."

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

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 2024-106 an agreement between the City of Joplin and Satterlee Plumbing, Heating & Air Conditioning, Co. at Joplin Justice Center.

MEETING DATE
March 4, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-106 Ordinance; Agreement; Bid Summary; Letter of Recommendation

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, 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 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 waterline replacement at the Joplin Justice Center.

BACKGROUND
The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department.

In April 2022, an agreement to perform an in-depth feasibility study for the Justice Center was awarded to SFS Architecture, along with the agreement to provide the city with a Facilities Masterplan. As part of the project a Facilities Assessment was performed by Gordian as a subconsultant to SFS. The facility assessment of the Justice Center showed that replacement of the water line at the Justice Center is a priority, meaning they determined it was recommended to be replaced within 5 years of the inspection. This bid was advertised using the City's procurement policy and Satterlee Plumbing, Heating & Air Conditioning, Co. was the only bidder.

In January 2023, ARPA Funds were accepted to provide $1 million in funding on a 50/50 match basis bringing the total to $2 million in funding. This ARPA Grant will fund half of this project, with the other half being covered by the City of Joplin.

FUNDING SOURCE
Public Safety Sales Tax

RECOMMENDATION

Staff recommends adoption of this Council Bill.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
SATTERLEE PLUMBING, HEATING AND AIR CONDITIONING, CO.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Satterlee Plumbing, Heating and Air Conditioning, Co. Address: 3423 N. Main Street Joplin, MO 64801	
Attention:		Attention: Nathan Hughes	
Department:		Phone: 417-624-3660	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:

Justice Center Water Line Replacements

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 Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-Six and 00/100 DOLLARS ($597,756.00) (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 $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. 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 Five Hundred Ninety-Seven Thousand Seven Hundred Fifty-Six and 00/100 DOLLARS ($597,756.00) dollars, 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

Summary of As-Read Bids

PROJECT: Justice Center Water Line Replacement
DATE OF BID OPENING: 01/09/2024

CONTRACTOR	BID
BASE BID	
Satterlee Plumbing, Heating and Air Conditioning, Co.	$597,756.00
Engineer's Estimate	**$600,000.00**

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

January 9, 2024

Mr. Chad Weller, PLS
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Justice Center Water Line Replacement

Dear Mr. Weller:

We have reviewed the one (1) bid received January 9, 2024, for the construction of the referenced project, and subsequently prepared a bid tabulation. It is our recommendation that the City award the construction contract to Satterlee Plumbing, Heating & Air Conditioning Co. in the amount of $597,756.00 for the referenced project.

A copy of the bid tabulation and 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 the Notice of Award to me. A copy of Satterlee's Bid and Bid Bond are also included with this letter for your records.

Once the Notice of Award document is received back by our office, we will submit Contract Documents to the Contractor for execution.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.
Vice President

COUNCIL BILL NO. 2024-106 **ORDINANCE NO.**

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.

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

Section 1. That the said agreement by and between the City of Joplin and 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), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, 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 Public Safety Sales Tax fund.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this 4th day of March 2024 by a vote of

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance