JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 5, 2021
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
In compliance with the social distancing requirement of six feet, the number of guests in the
Council Chambers is limited to 45.

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council form and give it to the City Clerk prior to the start of the city council 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 to speak. 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 need to present a visual or 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. Fair Housing Proclamation

      Documents:

      FAIR HOUSING 2021.PDF
   2. Jennifer Shotwell With Area Agency On Aging Region X: Reopening Of The Joplin Senior Center.
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Department Update
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Randy Green Requested To Address Council Regarding Noise And Meth In The Neighborhood.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

PUBLIC HEARING PROC.PDF

2. RESOLUTION NO. 2021-006
A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a home beauty salon at 2131 N. Lincoln Avenue, in the City of Joplin, Jasper County, Missouri.

Documents:

RS 2021-006 MINUTES.PDF
RS 2021-006 REPORT.PDF
RS 2021-006 SUMMARY.PDF
RS 2021-006.PDF

3. COUNCIL BILL NO. 2021-261
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District M-2 (Heavy Industrial) and
include in District R-2 (Two-family Residential) property as described below and located
801, 805, 809, 813, 817, and 821 S Minnesota Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-261 MINUTES.PDF
CB 2021-261 STAFF REPORT.PDF
CB 2021-261 SUMMARY.PDF
CB 2021-261.PDF

4. COUNCIL BILL NO. 2021-262
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family
Residential) and include in District R-2 (Two-family Residential) property as described below
and located 1717, 1721, and 1725 S. Connecticut Ave, City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-262 MINUTES.PDF
CB 2021-262 STAFF REPORT.PDF
CB 2021-262 SUMMARY.PDF
CB 2021-262.PDF

5. COUNCIL BILL NO. 2021-263
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family
Residential) and include in District R-2 (Two-family Residential) property as described below
and located approximately 800′ North and 300′ West of the intersection of N. St. Louis Ave.

and E. Fountain Rd. City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-263 MINUTES.PDF
CB 2021-263 STAFF REPORT.PDF
CB 2021-263 SUMMARY.PDF
CB 2021-263.PDF

6. COUNCIL BILL NO. 2021-264
AN ORDINANCE to vacate approximately 400′ of street right-of-way extending North from E.
32nd St. located approximately 240′ East and 350′ North of the intersection of E. 32nd St. and S.
Prosperity Ave.

Documents:

CB 2021-264 MINUTES.PDF
CB 2021-264 SUMMARY.PDF
CB 2021-264 STAFF REPORT.PDF
CB 2021-264.PDF

8. Consent Agenda

1. Minutes Of The March 15, 2021 City Council Meeting

Documents:

DRAFT MINUTES MARCH 15 CC MTG.PDF

2. COUNCIL BILL NO. 2021-117

AN ORDINANCE approving a construction agreement with Vance Brothers Inc. for Microsurfacing 2021 in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) for the Microsurfacing 2021 Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-117.PDF

3. COUNCIL BILL NO. 2021-118

AN ORDINANCE approving a construction agreement with Pavement Management LLC for Parking Lots and Trails Sealing 2021 in the amount of Thirty-Eight Thousand Nine Hundred Twenty- Nine and 52/100 Dollars ($38,929.52) for the Parking Lots and Trails Sealing 2021 project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-118.PDF

4. COUNCIL BILL NO. 2021-119

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-119.PDF

5. COUNCIL BILL NO. 2021-120

AN ORDINANCE approving a purchase order for One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00) with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-120.PDF

6. COUNCIL BILL NO. 2021-121

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-121.PDF

7. COUNCIL BILL NO. 2021-404

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the UP Development Planning, LLC that pertains to 2020 HOME Investment Partnership grant funds.

Documents:

CB2021-404.PDF

8. COUNCIL BILL NO. 2021-600

AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024.

Documents:

CB2021-600.PDF

9. COUNCIL BILL NO. 2021-601

AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for continued use of iDSS Cyclone Customer Relationship Management (CRM) software by the Convention & Visitors Bureau.

Documents:

CB2021-601.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2021-508
AN ORDINANCE approving an agreement for depository services by and between Commerce Bank and the City of Joplin, Missouri, for Commerce Bank to provide banking and depository services to the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

Documents:

CB 2021-508 SUMMARY BANKING DEPOSITORY SERVICES AGREEMENT.PDF
CB 2021-508 ORDINANCE BANKING DEPOSITORY SERVICES AGREEMENT.PDF
CB 2021-508 EXHIBIT A AGREEMENT FOR BANKING AND DEPOSITORY SERVICES.PDF
CB 2021-508 ATTACHMENT D DEPOSITORY SECURITY AGREEMENT.PDF
CB 2021-508 ATTACHMENT B COMMERCE BANK BID RESPONSE.PDF
CB 2021-508 ATTACHMENT C COMMERCE BANK BID RESPONSE.PDF
BANK BID-2021-RFP-08 FINAL.PDF
CB 2021-508 RFP ANALYSIS BANK BID.PDF

2. COUNCIL BILL NO. 2021-509
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

Documents:

CB 2021-509 SUMMARY BUDGET AMENDMENT.PDF
CB 2021-509 BUDGET AMENDMENT ORDINANCE.PDF
CB 2021-509 SCHEDULE A BUDGET AMENDMENT APRIL 5 2021.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-265
AN ORDINANCE establishing grades and accepting the Final Plat of Charlie Jane Addition
located at the Northwest Corner of S. Schifferdecker Ave. and W. 32nd Street. in the City of
Joplin, Jasper County, Missouri.

Documents:

CB 2021-265 FINAL PLAT.PDF
CB 2021-265 MINUTES.PDF
CB 2021-265 STAFF REPORT.PDF
CB 2021-265 SUMMARY.PDF
CB 2021-265.PDF

12. Ordinances - Second Reading And Third Reading

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. Together we are ready for anything. *Ad Omnia Parata*

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City of Joplin Vision Statement

Notice posted at 12:00 p.m. on this 1st day of April 2021 (RSMo 610.020)

PROCLAMATION

Proclaiming April 2021 as Fair Housing Month

WHEREAS, the passage of the United States Fair Housing Law, Title VIII of the Civil Rights Acts of 1968, as amended, established the right to equal housing opportunities for all citizens; and

WHEREAS, this law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, sex, family status, disabilities or national origin; and

WHEREAS, citizens in our community should continue to work together to uphold the Fair Housing Law and the principle of equal opportunity on which it is based.

NOW THEREFORE I, Ryan D. Stanley, Mayor of the City of Joplin, Missouri, do hereby proclaim April 2021 as

FAIR HOUSING MONTH

and urge all citizens to support the principles of fair housing opportunities for all.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 5th day April 2021.

_____

Ryan D. Stanley, Mayor

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 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.

RS 2021-006

Case 010-21: 2131 N. Lincoln Ave. - A request for a Special Use Permit for the operation of an in-home salon – Jeffery S. Burton

Jeffery Burton, 2131 N. Lincoln Ave, Joplin, MO. He is requesting an in-home salon so he can semi-retire. It would be him and it would be by appointment only. The hours would be Thursday, Friday, and Saturday, 9:00am to 3:00pm. Parking will be off the street in front of the little shop in the back of the house.

Mr. Ramsour mentioned he saw a privacy fence on the back of the house and wanted to know if it was the entrance.

Mr. Burton stated that it is behind the fence.

Ms. Phillips wanted to know why since this is locked in for two years why you would limit yourself to just those days and hours?

Mr. Burton stated he was just semi-retiring. I can change the days and make it Tuesday through Saturday and closed Sunday and Monday. Then if something happened, I could change the day.

Mr. Bolander stated that Ms. Phillips was correct. If Mr. Burton wants to change something in the two years, he would have to come back to this commission and ask permission for the change. He could request an amendment to the conditions.

Mr. Burton stated that he would like to amend the conditions to make the operating days Tuesday through Saturday and hours are from 9:00am to 3:00pm.

Mr. Kimble mentioned the parking and the street is narrow.

Mr. Burton stated that the clients will not be parking on the street, but they will be able to park in the driveway on the property. They could go down the driveway and there are two parking spaces by the salon.

Mr. Ramsour asked Mr. Burton if he wanted to amend the conditions, Mr. Burton replied he did.

Mr. Ramsour asked if the commissioners had any questions for Mr. Burton? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MS. PHILLIPS MOVED, SECONDED BY MR. KIMBLE THAT CASE 010-21WITH AMENDED CONDITIONS BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: March 8, 2021
City Council Meeting: April 5, 2021

STAFF PLANNING REPORT
Special Use Permit

CASE 010-21 A request for a Special Use Permit for the operation of an in-home salon

LOCATION 2131 N Lincoln Ave.

APPLICANT Jeffery S. Burton

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Home	Approximately 0.36 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Lincoln Ave.	Local	26'

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of an in-home salon. The typical hours of operation are from 10 AM to 5 PM by appointment on Thursdays, Fridays, and Saturdays. The facility provides approximately 2 off-street parking spaces and employs 0 assistants or employees other than the homeowner.

CONDITIONS

1. This Special Use Permit is issued to Jeffery S. Burton for the operation of an in-home salon at 2131 N. Lincoln Ave.
2. The permit shall be valid for 2 years upon approval.
3. The hours of operation shall be limited to between 10 A.M. and 5 P.M., Thursdays, Fridays, and Saturdays.
4. Off street parking for at least two (2) vehicles shall be provided.
5. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

RECEIVED
1-6-21

SPECIAL USE PERMIT APPLICATION

Return Form to:
Office of the Planning/Community Development Manager
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 010-21
Filing Fee: $550.00
Date Advertised: 2-21-21
Date Notices Sent 2-22-21
Public Hearing Date: 3-8-21

APPLICANT: Jeffery S. Burton PHONE (417) 437-9452

ADDRESS: 2131 N. Lincoln Ave. EMAIL: Burtonjeffery@gmail.com

OWNER: SAME PHONE: SAME

ADDRESS: SAME EMAIL: SAME

LOCATION/ADDRESS OF PROPERTY: 2131 N. Lincoln Ave.

PRESENT ZONING CLASSIFICATION: R ACREAGE: _____

PRESENT USE OF PROPERTY: Home

PROPOSED LAND USE ACTIVITY: In home SALON

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Residential	
South	Residential	
East	Residential	
West	Residential	

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	Yes	

Continues on following page

2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. YES ____

3. Is found to be generally compatible with the neighborhood in which it is proposed. YES ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. YES ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. YES ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. YES ____

Should this special use be valid only for a specific time period? Yes ✓ No ____
If Yes, what length of time? 2 YEARS

ATTACHMENTS REQUIRED:

1. One copy of a legal description of the property on which the use is to be located (deed or certified survey).
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

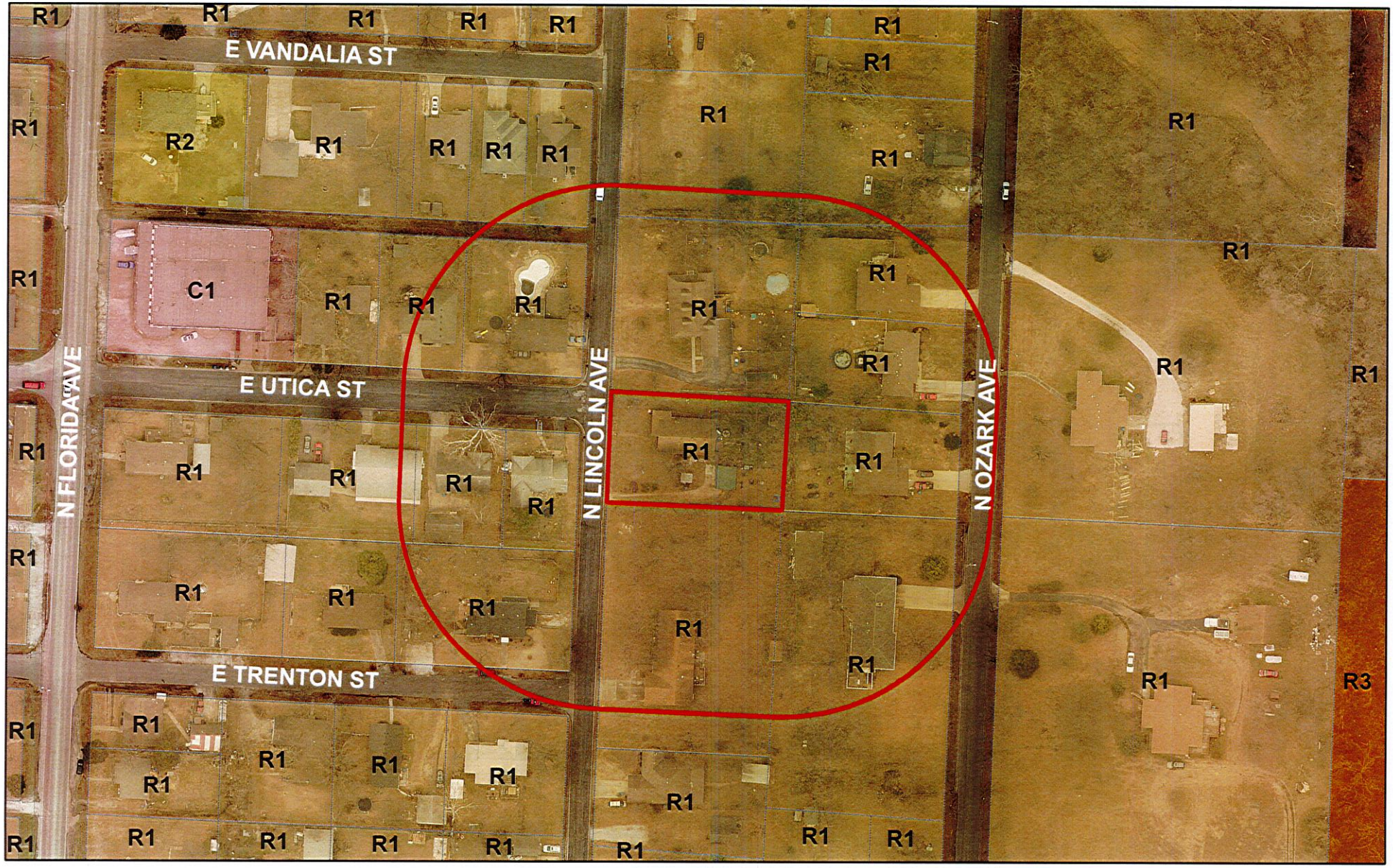
1. Hours of Operation: Appointment only 10-5
2. Days of Operation: Thursday, Friday, Sat
3. Number of Off-street Parking Spaces: ____
4. Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): yes
5. Number of Assistants or Employees: Ø
6. Nature of the Business: Salon
7. Location of the Business: 2131 N. Lincoln Ave.

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

SIGNATURE: Jeffery A Burt DATE: 1-6-21

BY: ____ TITLE: ____

Case 010-21: 2131 N. Lincoln Ave.



Case 010-21: 2131 N. Lincoln Ave. - A request for a Special Use Permit for the operation of an in-home salon – Jeffery S. Burton

Joplin City Limits

0 62.5 125 250 375 500 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2021-006 -Special Use Permit (1st Request)

MEETING DATE:
April 5, 2021

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 010-21: 2131 N. Lincoln Ave. - A request for a Special Use Permit for the operation of an in-home salon – Jeffery S. Burton

BACKGROUND:
The applicant is requesting a Special Use Permit for the first time with this application for the operation of an in-home salon. The typical hours of operation are from 9 AM to 3 PM by appointment on Tuesday, Wednesday, Thursdays, Fridays, and Saturdays. The facility provides approximately 2 off-street parking spaces and employs 0 assistants or employees.

PLANNING & ZONING COMMISSION TESTIMONY:
Jeffery Burton, 2131 N. Lincoln Ave, Joplin, MO. He is requesting an in-home salon so he can semi-retire. It would be him and it would be by appointment only. The hours would be Thursday, Friday, and Saturday, 9:00am to 3:00pm. Parking will be off the street in front of the little shop in the back of the house.

Ms. Phillips wanted to know why since this is locked in for two years why you would limit yourself to just those days and hours?

Mr. Burton stated he was just semi-retiring. I can change the days and make it Tuesday through Saturday and closed Sunday and Monday. Then if something happened, I could change the day.

If Mr. Burton wants to change something in the two years, he would have to come back to this commission and ask permission for the change. He could request an amendment to the conditions.

Mr. Burton stated that he would like to amend the conditions to make the operating days Tuesday through Saturday and hours are from 9:00am to 3:00pm. The other factor wast the clients will not be parking on the street, but they will be able to park in the driveway on the property. They could go down the driveway and there are two parking spaces by the salon

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Jeffery Burton for the operation of a home beauty salon at 2131 N. Lincoln Avenue.

2. The term of this permit shall be for two (2) years, renewable in May 2023.

3. The hours of operation shall be limited to between 9 A. M and 3 P.M., Tuesday, Wednesday, Thursdays, Fridays, and Saturdays. (This was amended.to Tuesday, Wednesday, Thursday, Friday, and Saturday)

4. Off street parking for two (2) vehicles shall be provided.

5. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.

6. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.

7. Any other conditions set by the City Council of the City of Joplin.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 010-21.
Planning and Zoning Commission recommends approval (6 in Favor, 1 Absent).

ATTACHMENTS
Resolution No. 2021- 006, Staff Planning Report, P&Z Commission Minutes

P & Z Case 010-21
Jeffery Burton
(P & Z Recommended Approval)

RESOLUTION NO. 2021-006

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a home beauty salon at 2131 N. Lincoln Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on March 8, 2021, recommended that a Special Use Permit be granted for the operation of a home beauty salon located at 2131 N. Lincoln Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on April 5, 2021, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Jeffery Burton for the operation of a home beauty salon located in the City of Joplin, Missouri, on the following described real estate, to-wit:

> All of the South 120 feet of the West 160 feet, except the North 12 feet thereof, of Miscellaneous Tract Numbered Eighteen (18) in Section 36, Township 28, Range 33 in the City of Joplin, Jasper County, Missouri.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Jeffery S. Burton for the operation of an in-home salon at 2131 N. Lincoln Ave.
2. The permit shall be valid for 2 years upon approval.
3. The hours of operation shall be limited to between 9 A.M. and 3 P.M., Tuesday, Wednesday, Thursdays, Fridays, and Saturdays.
4. Off street parking for at least two (2) vehicles shall be provided.
5. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Jeffery Burton in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2019, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

CB 2021-261

Case 011-21: 801, 805, 809, 813, 817, and 821 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes.

Terry Mitchell, 303 Sunnybrook, Briarbrook. We are asking to have the property rezoned to R-2 and planning on having single family dwellings.

Mr. Ramsour wanted to understand that they were rezoning to R-2, but you want to build single family homes.

Mr. Mitchell stated that was correct. We were told that we would be better off doing R-2. We were up in the air on either build duplexes or single-family homes.

Ms. Phillips mentioned that there is an alley there is there someway to redo your models and use the alley as access.

Mr. Mitchell stated that all the designs are made for the garage to come off the street. We would have to redesign for the garage to be on the alley side.

Mr. Kimble asked Mr. Bolander if he knows on the other block if they take their trash to the curb or the alley?

Mr. Bolander stated he did not know.
Mr. Ramsour asked if the commissioners had any questions for Mr. Mitchell? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case?

Ralph Green, 720 S Minnesota, Joplin, MO. He stated that those lots have been vacant for a long time and they need to have something on them. Businesses that are in that area are not heavy industrial, they would be conducive to this type of environment.

Mr. Ramsour asked the commissioners if they had any questions for Mr. Green?

Mr. Kimble brought up street use since cars will be going into the garages on Minnesota. Do you know the business to the west of there, a garage company and two others, do they ever have anything parked on the street? If there are families are the school busses going to have enough room to drive on the road to pick up children?

Mr. Green stated they did not park big equipment on the street. There are some unusual circumstances sometimes there is a big vehicle parked on the street, but it isn't there very long, but they all have their own parking and all park off street.

Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCOULLGH THAT CASE 011-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: March 8, 2021
City Council Meeting: April 5, 2021

STAFF PLANNING REPORT
Rezoning

CASE 011-21 A request to remove from District M-2 (Heavy Industrial) and include in District R-2 (Two-family Residential) for future residential development

LOCATION 801, 805, 809, 813, 817, and 821 S. Minnesota Ave.

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approx. 0.85 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	R-3	M-2	M-2
Land Use	Vacant	Single-family Residential	Single-family Residential	Light Industrial

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Minnesota Ave.	Local	60'
E. 8th St.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

A portion of this property is in the flood plain, portions of 809, 813, 817, and 821.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. While the future land use map does indicate future retail commercial for this property and the surrounding residential neighborhood, the rezoning request is consistent with the intent of the comprehensive plan, particularly in increasing infill development.

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

The current zoning of M-2 is somewhat suitable for this property. It appears before the property was vacant, it was used as a storage yard. Few industrial uses other than storage would be able to fit on this size of property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to nearby property. The R-2 district is one the most protected districts with very few allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental effect on nearby property.

DISCUSSION

This request is compatible with the Comprehensive Plan and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change to a less intense zoning district.

Staff recommends approval of Case 011-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 1-13-21

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

For Office Use Only

Case No.: 01/-21
Filing Fee: $550.00
Date Advertised: 2-21-21
Date Notices Sent 2-22-21
Public Hearing Date: 3-8-21

APPLICANT: Schuber Mitchell PHONE: 4172915731
ADDRESS: 3331 N RANGE LINE ZIP: 64801

OWNER: PHONE: 4172915731
ADDRESS: ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 8th & Minnesota

Present Zoning M-2 Requested Zoning: R-2 Acreage: 6 Lots
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	VACANT	M-2
South	Residential	R-3
East	Residential	R-3
West	M-2	

Character of the Neighborhood: mix of Residential Rental and manufactur

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? NO
   If yes, explain: NO

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 8th & 9th from Minnesota
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? Yes 50 x 120
2. Properly Sized Street Right-of-Way? Yes
3. Drainage Easements? Yes
4. Utility Easements:
   - Electricity? Yes
   - Gas? Yes
   - Sewers? Yes
   - Water? yes
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Will make Affordable Housing in A low income Area

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

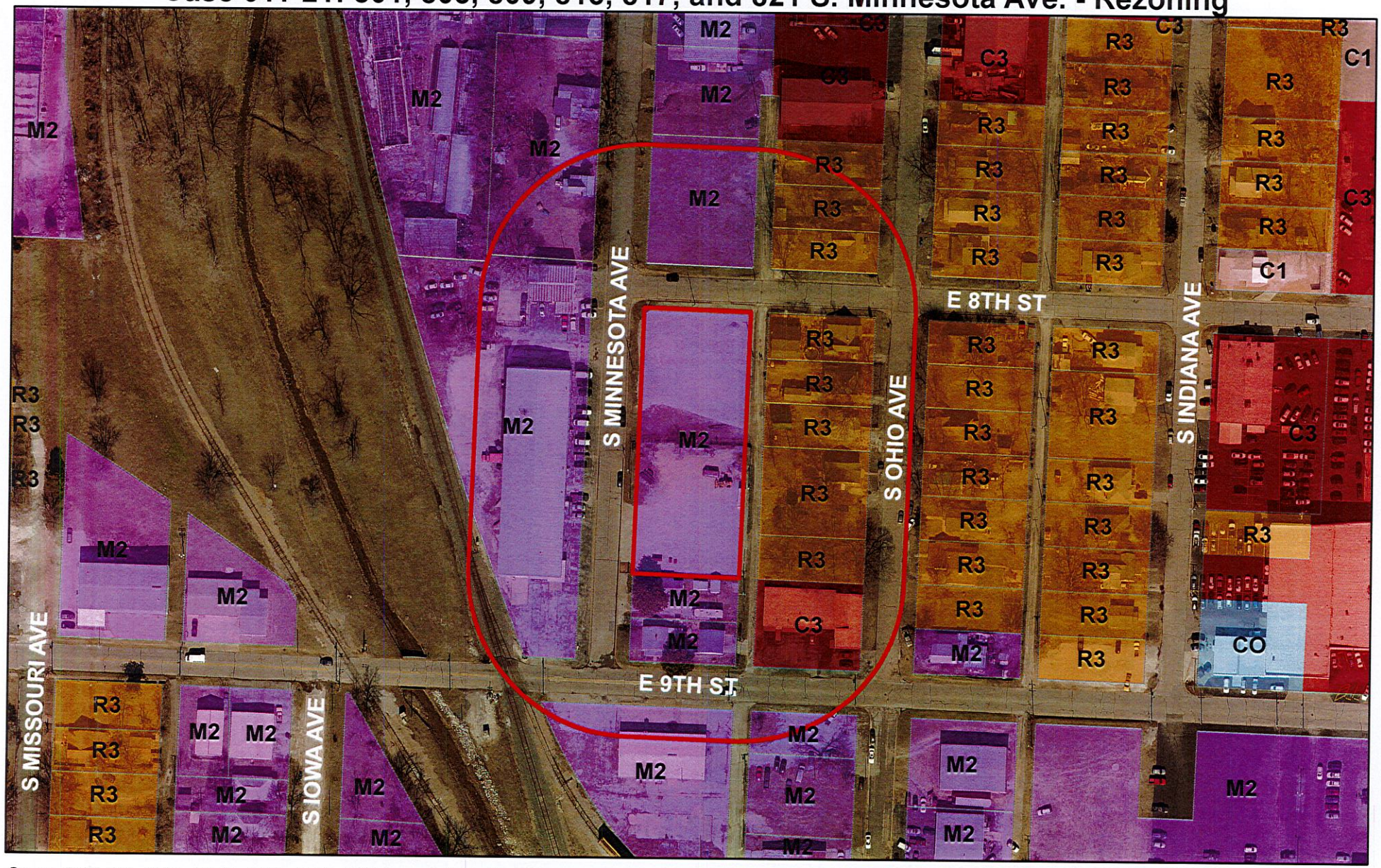
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: T. M DATE: 1/14/2021

EMAIL: Tmitchell@schubermitchell.com

TITLE: Land Aquisition

Case 011-21: 801, 805, 809, 813, 817, and 821 S. Minnesota Ave. - Rezoning



Case 011-21: 801, 805, 809, 813, 817, and 821 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes.

Joplin City Limits

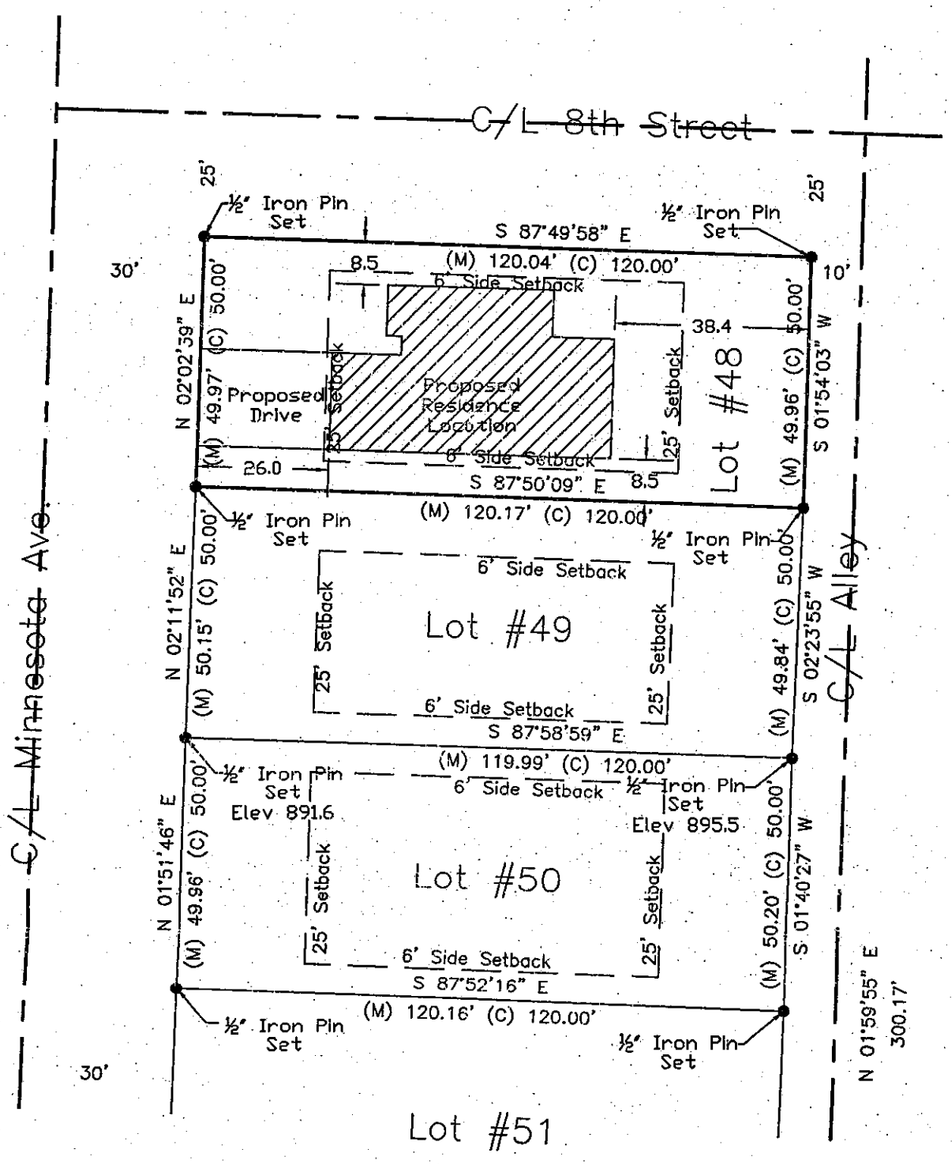
0 75 150 300 450 600 Feet

N

0 30 60 90

SCALE: One inch equals 30 feet.

BASIS OF BEARINGS: The South line of 8th Street taken as S 87°49'58" E as per Missouri West NAD83 per MoDot GPs Network.
CLASS OF PROPERTY: (C) Urban.
SOURCE DEED: Richard Webster, Book 1385, Page 1458



STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
1/15/2021
PROFESSIONAL LAND SURVEYOR

PROPERTY DESCRIPTION:
All of Lot Numbered Forty-eight (48) in Campbell's Fourth (4th) Addition to the City of Joplin, Jasper County, Missouri, bieng subject to all easements, right-of-ways, and reservations of record.

SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey 'Survey Affidavit' or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

Stewart & Neece Land Surveying Company
since 1922 Joplin, Mo.

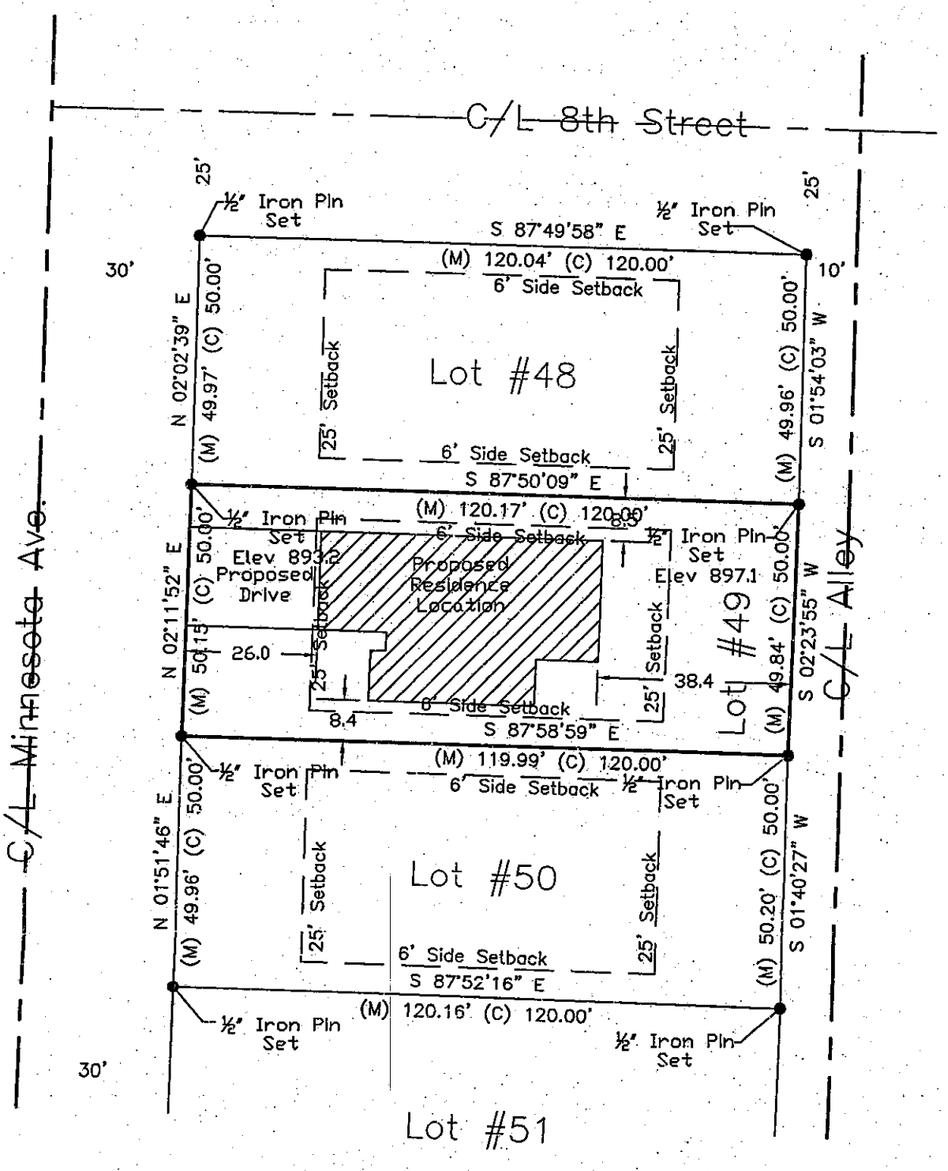
STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Schuber Mitchell Homes		
DRAWN: Allgood	DATE: 1-4-21	ADDRESS: 8th & Minnesota Joplin, Mo.
APPROVED: RCN	S/T/R: 11-27-33	
SCALE: 1"=30'	FILE NAME: L48-53C4th	Cert of Authority LSC-2019012803

0 30 60 90

SCALE: One inch equals 30 feet.

BASIS OF BEARIGNS: The South line of 8th Street taken as S 87°49'58" E as per Missouri West NAD83 per MoDot GPs Network.
CLASS OF PROPERTY: (C) Urban.
SOURCE DEED: Richard Webster, Book 1385, Page 1458



PROPERTY DESCRIPTION:
All of Lot Numbered Forty-nine (49), in Campbell's Fourth (4th) Addition to the City of Joplin, Jasper County, Missouri, bieng subject to all easements, right-of-ways, and reservations of record.

STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
1/15/2021
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE:
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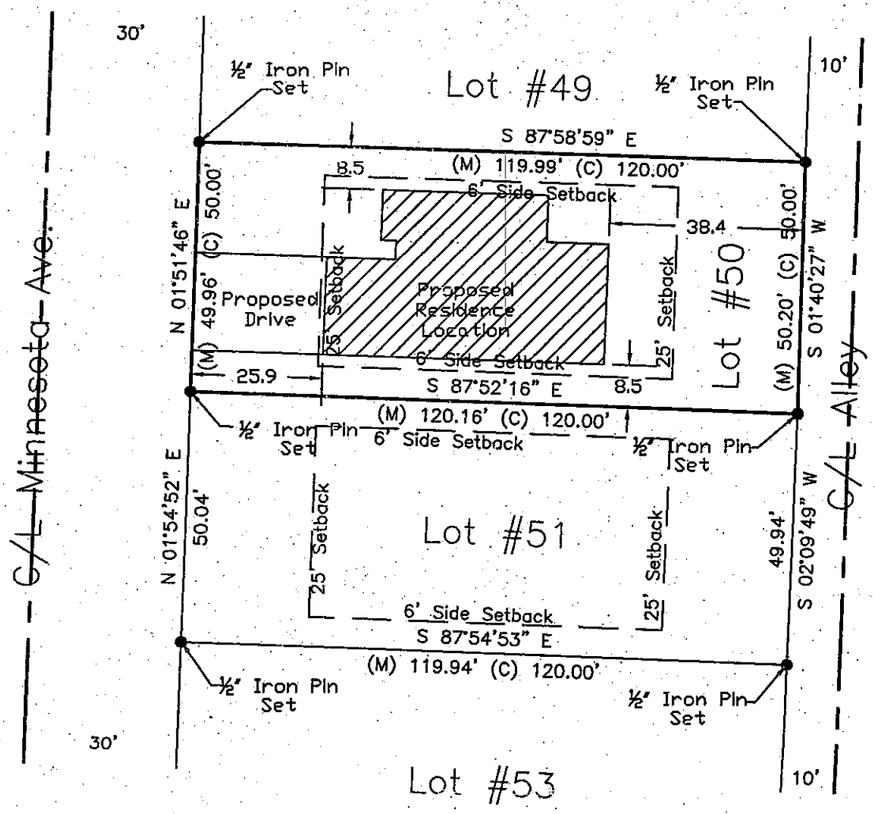
Phone: 417-624-0311 Fax: 417-624-0365

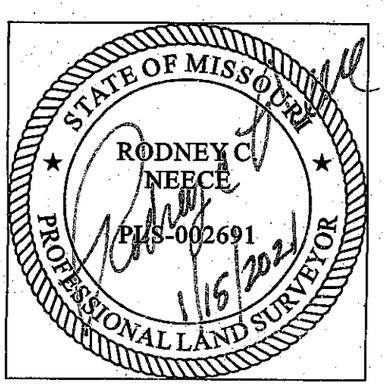
SURVEY FOR: Schuber Mitchell Homes		
DRAWN: Allgood	DATE: 1-4-21	ADDRESS: 8th & Minnesota Joplin, Mo.
APPROVED: RCN	S/T/R: 11-27-33	
SCALE: 1"=30'	FILE NAME: L48-53C4th	Cert of Authority LSC-2019012803

0 30 60 90

SCALE: One inch equals 30 feet.

BASIS OF BEARINGS: The South line of 8th Street taken as S 87°49'58" E as per Missouri West NAD83 per MoDot GPs Network.
CLASS OF PROPERTY: (c) Urban.
SOURCE DEED: Richard Webster, Book 1385, Page 1458





PROPERTY DESCRIPTION:
All of Lot Numbered Fifty (50), in Campbell's Fourth (4th) Addition to the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways, and reservations of record.

SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

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1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Schuber Mitchell Homes		
DRAWN: Allgood	DATE: 1-4-21	ADDRESS: 8th & Minnesota Joplin, Mo.
APPROVED: RCN	S/T/R: 11-27-33	
SCALE: 1"=30'	FILE NAME: L48-53C4th	Cert of Authority LSC-2019012803

0 30 60 90

SCALE: One inch equals 30 feet.

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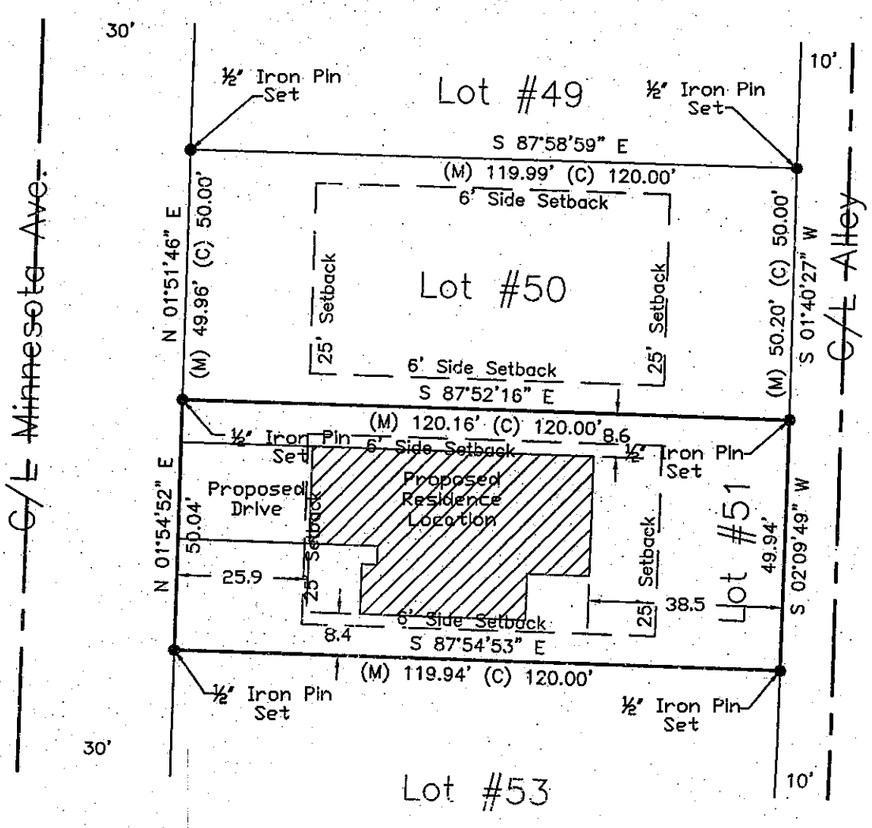
CLASS OF PROPERTY: (C) Urban.
SOURCE DEED: Richard Webster, Book 1385, Page 1458



STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
PROFESSIONAL LAND SURVEYOR
1/10/2022

PROPERTY DESCRIPTION:
All of Lot Numbered Fifty-two (52) in Campbell's Fourth (4th) Addition to the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways, and reservations of record.

SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

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Since 1922 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Schuber Mitchell Homes		
DRAWN: Allgood	DATE: 1-4-21	ADDRESS: 8th & Minnesota Joplin, Mo.
APPROVED: RCN	S/T/R: 11-27-33	
SCALE: 1"=30'	FILE NAME: L48-53C4th	Cert of Authority LSC-2019012803

0 30 60 90

SCALE: One inch equals 30 feet.

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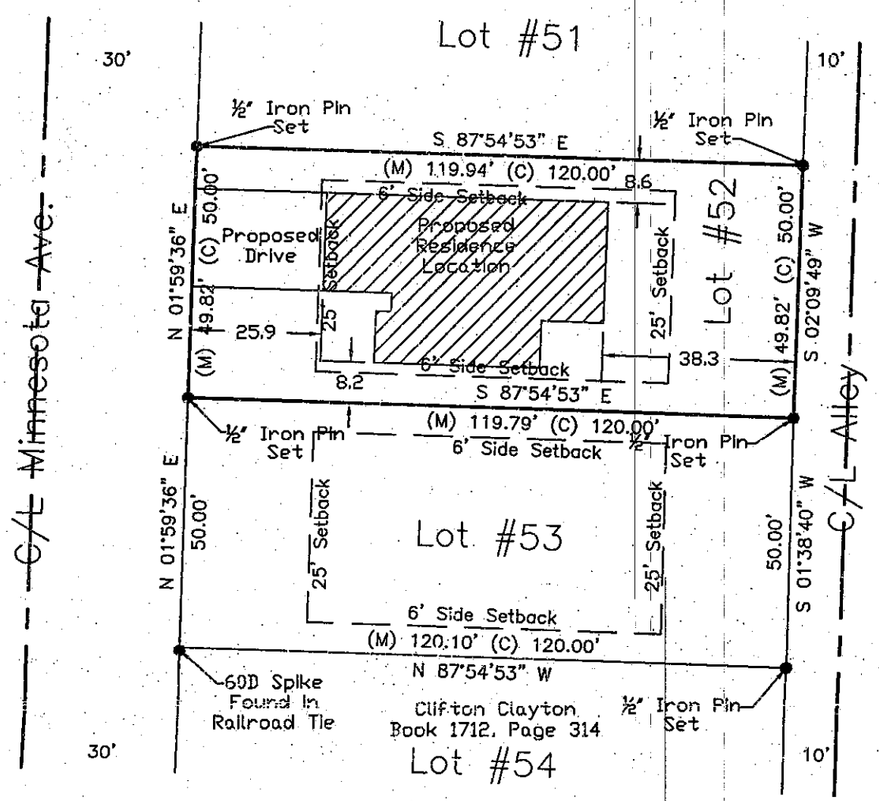
CLASS OF PROPERTY: (c) Urban.
SOURCE DEED: Richard Webster, Book 1385, Page 1458



PROPERTY DESCRIPTION:
All of Lot Numbered Fifty-two (52) in Campbell's Fourth (4th) Addition to the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways, and reservations of record.

STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
1/15/2021
PROFESSIONAL LAND SURVEYOR

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SURVEY FOR: Schuber Mitchell Homes		
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APPROVED: RCN	S/T/R: 11-27-33	
SCALE: 1"=30'	FILE NAME: L48-53C4th	Cert of Authority LSC-2019012803

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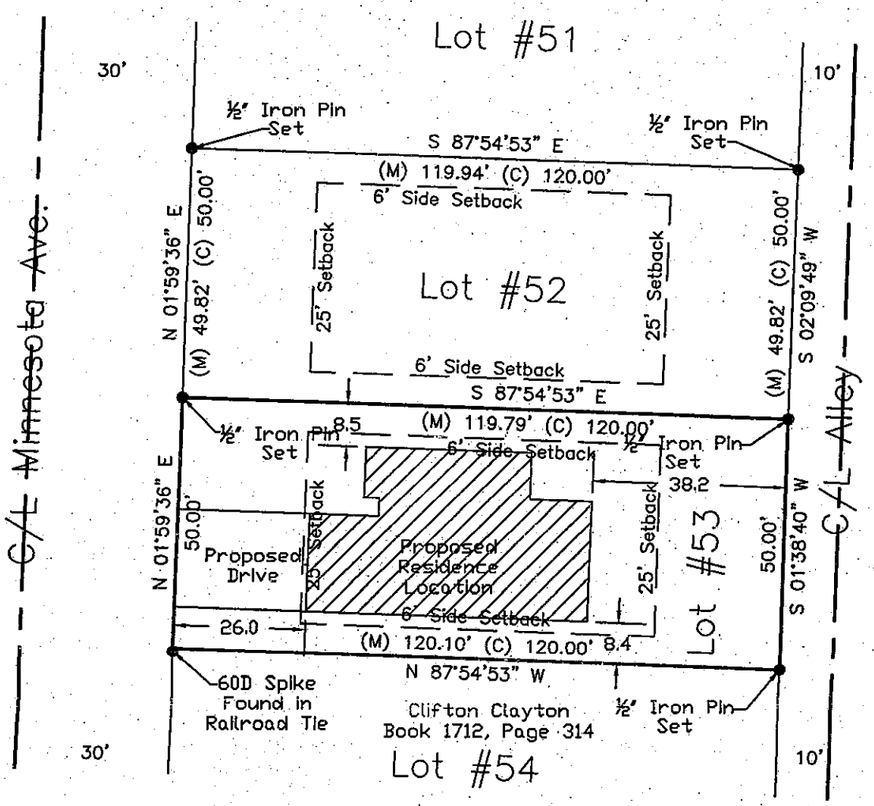


STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
1-4-2021
PROFESSIONAL LAND SURVEYOR

PROPERTY DESCRIPTION:
All of Lot Numbered Fifty-three (53) in Campbell's Fourth (4th) Addition to the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways, and reservations of record.

SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

Stewart & Neece Land Surveying Company
Since 1922 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Schuber Mitchell Homes		
DRAWN: Allgood	DATE: 1-4-21	ADDRESS: 8th & Minnesota Joplin, Mo.
APPROVED: RCN	S/T/R: 11-27-33	
SCALE: 1"=30'	FILE NAME: L48-53C4th	Cert of Authority LSC-2019012803

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-261-Rezone to District M-2

MEETING DATE:
April 5, 2021

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, City Manager Nicholas Edwards.

SUMMARY REQUEST:
Case 011-21: 801, 805, 809, 813, 817, and 821 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes.

BACKGROUND:
The current zoning of M-2 is somewhat suitable for this property. It appears before the property was vacant, it was used as a storage yard. The change in zoning to R-2 will not be detrimental to nearby property. The R-2 district is one the most protected districts with very few allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental effect on nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Terry Mitchell, 303 Sunnybrook, Briarbrook. We are asking to have the property rezoned to R-2 and planning on having single family dwellings. We were told that we would be better off doing R-2. We were up in the air on either build duplexes or single-family homes.

PUBLIC COMMENT;
Ralph Green, 720 S Minnesota, Joplin, MO. He stated that those lots have been vacant for a long time and they need to have something on them. Businesses that are in that area are not heavy industrial, they would be conducive to this type of environment.

Mr. Kimble brought up street use since cars will be going into the garages on Minnesota. Do you know the business to the west of there, a garage company and two others, do they ever have anything parked on the street? If there are families are the school busses going to have enough room to drive on the road to pick up children?

Mr. Green stated they did not park big equipment on the street. There are some unusual circumstances sometimes there is a big vehicle parked on the street, but it isn't there very long, but they all have their own parking and all park off street.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 011-21.
Planning & Zoning Commission recommends approval for Case 011-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-261, Staff Planning Report, P&Z Commission Minutes

P & Z Case 011-21
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-261 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-family Residential) property as described below and located 801, 805, 809, 813, 817, and 821 S Minnesota Ave., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

All of Lots Numbered Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52) and Fifty-three (53) in Campbell's Fourth (4th) Addition to the City of Joplin, Jasper County, Missouri, being subject to all easements, rights-of-way, and reservations of record

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-262

Case 012-21: 1717, 1721, and 1725 S. Connecticut Ave. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Mayberry Rentals.

Jake Mayberry, 1235 John Duffy Blvd, Joplin MO. We own the lots to the north and our intent is to build like what we already have in that area. We have to go through variance as well because when they moved the Connecticut street it messed up the setbacks.

Mr. Kimble stated he has a concern. In that area there are a lot of homes, duplexes or multi-family structures that have driveways that come out onto Connecticut, with people backing out and possible causing accidents.

Mr. Eastman wanted to know if an apron could be poured on each side where they could back to the apron and go out front?

Mr. Mayberry said maybe if the lots are big enough. The lot is not very wide, and he didn't know.

Mr. Mayberry mentioned that they would have to open onto Connecticut, and he didn't think of anything they could do about it at this point. If you built a home instead of duplexes it would have the same problem. There will be two car parking for each home.

Mr. Ramsour asked if the commissioners had any other questions for Mr. Mayberry? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case?

Jason Mayberry, 1016 Gillian Dr., Joplin, MO. I am speaking in favor of this case. We did draw something up on this, the driveway we are allow certain setbacks of 33 ½ feet off the sidewalks. This will probably allow enough room for a hammerhead.

Mr. Bolander stated that the city has not seen any designs yet, but it will be recommended that an apron or hammerhead be used.

Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

Mr. Ramsour reported that there is one (1) written Petition of Protest from a Mr. Mark Strunk, 2009 E 17th Street and has another property located 1926 E 7th Street.

Ms. Phillips stated she has a question for Mr. Bolander. Is there certain percentage that the council looks at that protest petition will be denied?

Mr. Bolander stated if more that 30% of the land area in 185 feet is in protest, it takes 2/3 of the City Council to pass it. That is by State Statute.

Mr. Mayberry mentioned he did not know there was a petition. Does the petition apply to all lots or just one?

Mr. Ramsour stated that everyone that owns property 185 feet receives a letter from the city prior to this hearing. Then they have an opportunity to come in person to protest orally or written.

Mr. Mayberry stated there are three parcels being rezoned. Does it pertain to all the parcels or just one?

Mr. Bolander stated that it pertains to all three parcels because that is how it was advertised and presented for rezoning.

MR. EASTMAN MOVED, SECONDED BY MS. BRUCKNER-SEARS THAT CASE 012-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: March 8, 2021
City Council Meeting: April 5, 2021

STAFF PLANNING REPORT
Rezoning

CASE 012-21 A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development

LOCATION 1717, 1721, and 1725 S. Connecticut Ave.

APPLICANT Mayberry Rentals

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	C-3-PD	R-2-PD
Land Use	Vacant	Single-family Residential	Library	Two-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future commercial opportunity area.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Connecticut Ave.	Collector	110'
E. 18th St.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. While the future land use map does indicate future commercial opportunity area for this property and along the Connecticut corridor, the rezoning request is consistent with the intent of the comprehensive plan.

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

The current zoning of R-1 is somewhat suitable for this property. As Connecticut Ave. is a collector-level street, single-family zoning and uses are typically inappropriate in a context like this. Similar to how there are two-family residential uses to the West and the North, R-2 uses on these properties would act as a sort of transition from the intensity of a collector street to the relative calm of single-family neighborhoods.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to nearby property. The R-2 district is one the most protected districts with very few allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental effect on nearby property. This is particularly prudent given that the Future Land Use map does identify this as a potential commercial area.

DISCUSSION

This request is compatible with the Comprehensive Plan and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change. Two-family residential will act as a transition from a higher intensity corridor of Connecticut Ave. to the less intense single-family neighborhoods to the East.

Staff recommends approval of Case 012-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 012-21
Filing Fee: $550.00
Date Advertised: 2-21-21
Date Notices Sent 2-22-21
Public Hearing Date: 3-8-21

APPLICANT: Mystery Rentals PHONE: 4174341070
ADDRESS: 2024 E 32nd ZIP: 64804

OWNER: Mystery Rentals Shane PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: 1717 Connecticut

Present Zoning R1 Requested Zoning: R2 Acreage: .17
Present Use of Property: Empty Lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	R1
South	Proposed Duplex	R1 to R2
East	Single Family	R1
West	Duplexes	R2

Character of the Neighborhood: Many Duplexes surrounding

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connecticut
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   possibility that we will need a split to Backup

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? Lots are appropriately Sized
2. Properly Sized Street Right-of-Way? N/A
3. Drainage Easements? N/A
4. Utility Easements:
   Electricity? All utilities present
   Gas? _____
   Sewers? _____
   Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

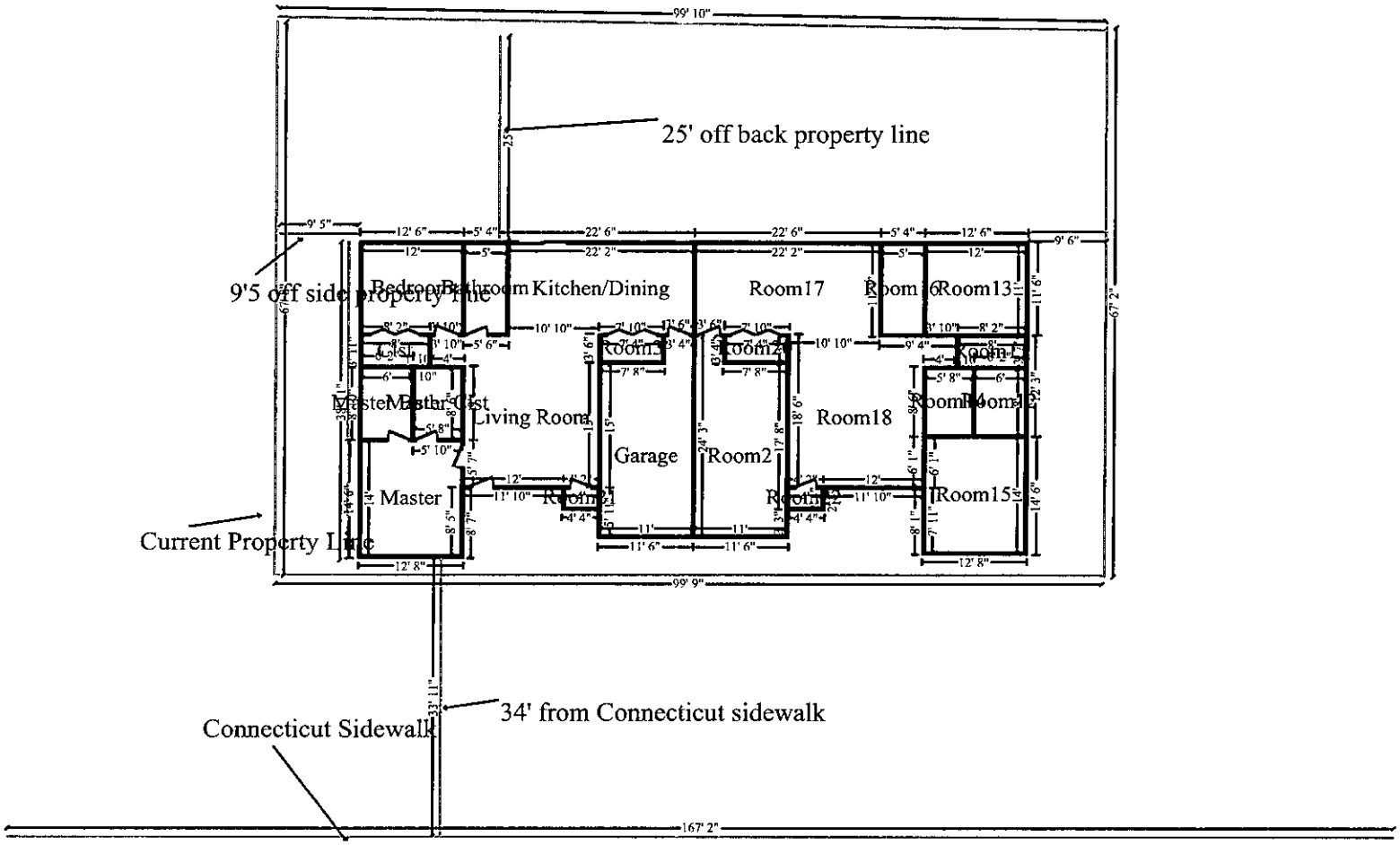
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

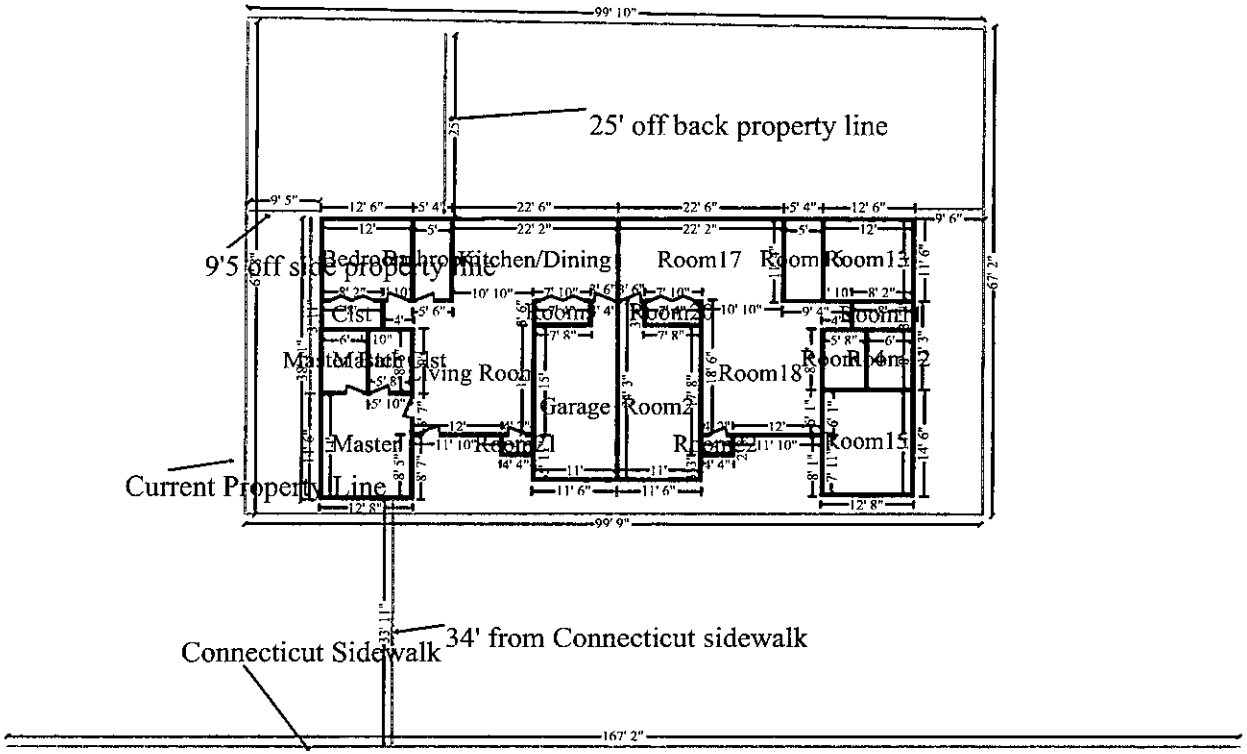
SIGNATURE: [signature] DATE: 1/14/21

EMAIL: jmayberry@mayberryconstruction.com

TITLE: Owner

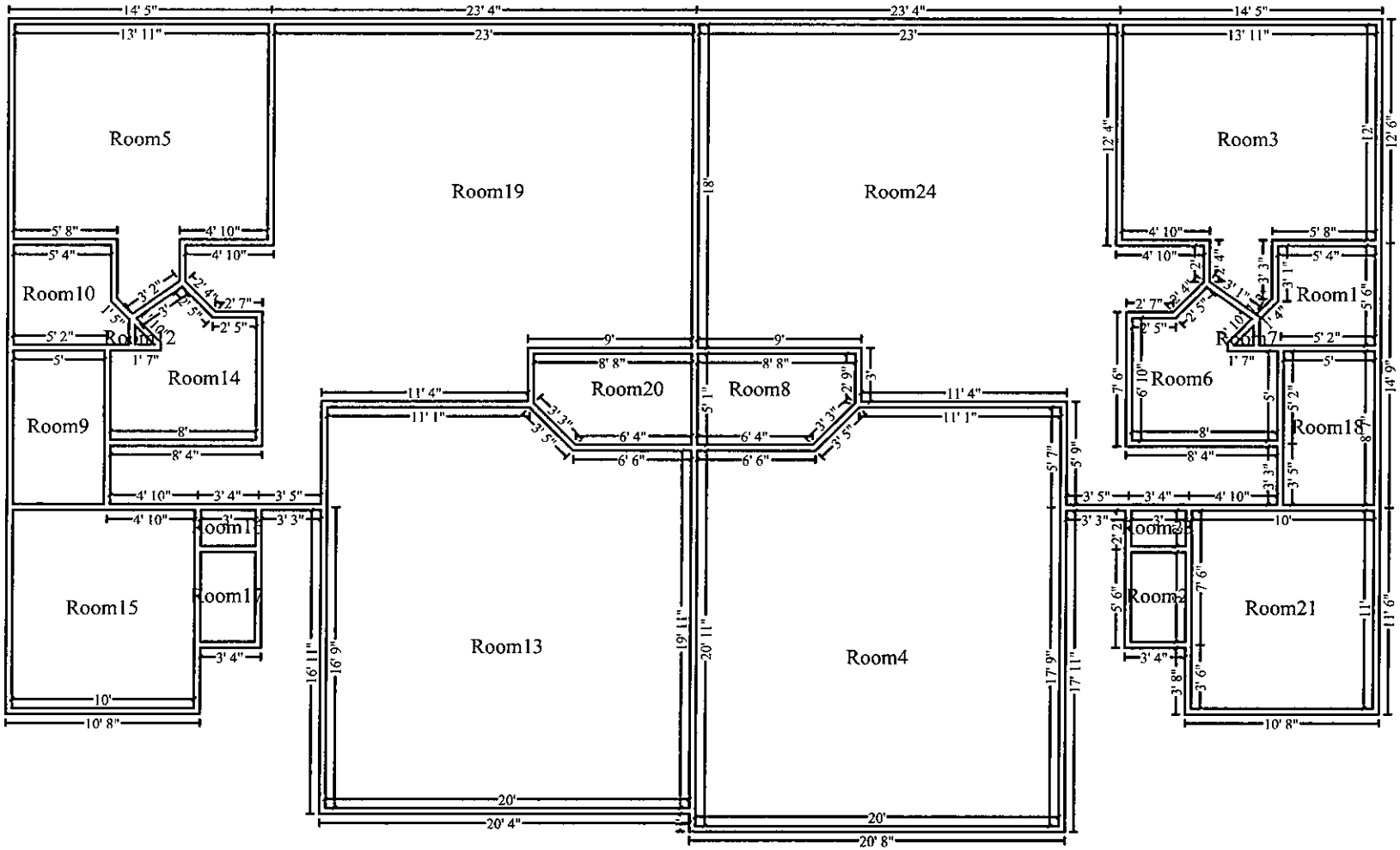

99' 10"
25' off back property line
9' 5"
12' 6"
5' 4"
22' 6"
22' 6"
5' 4"
12' 6"
9' 6"
9'5 off side property line
Bedroom
Bathroom
Kitchen/Dining
Room17
Room16
Room13
Room12
Room11
Master Bath
Closet
Living Room
Garage
Room2
Room18
Room14
Master
Room1
Room15
Current Property Line
12' 8"
99' 9"
67' 2"
34' from Connecticut sidewalk
Connecticut Sidewalk
167' 2"
N

Level 2


25' off back property line
9'5 off side property line
Current Property Line
34' from Connecticut sidewalk
Connecticut Sidewalk
Kitchen/Dining
Room17
Room18
Garage
Room2
Room15
Room13
Room14
Room12
Room16
Master
Master Bath
Living Room
Bedroom
Bathroom
Closet
99' 10"
99' 9"
67' 2"
167' 2"

N

Level 2


Room5
Room19
Room24
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Room9
Room20
Room8
Room6
Room7
Room1
Room18
Room16
Room17
Room15
Room13
Room4
Room2
Room21
N

Main Level

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 012-21
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 3-8-21

APPLICANT: Mayberry Rentals PHONE: 417 434 1070
ADDRESS: 2024 E 32nd ZIP: 64804

OWNER: Mayberry Rentals SAME PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: 1721 Connecticut, Joplin 64804

Present Zoning R1 Requested Zoning: R2 Acreage: .16
Present Use of Property: Empty Lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R1 requesting R2	will be Duplex
South	R1 requesting R2	will be Duplex
East	R1	Single family
West	R2	Duplexes

Character of the Neighborhood: There are many duplexes in this neighborhood, Library just south

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connecticut
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   possible need for back up area on Property

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? Lots are appropriately sized
2. Properly Sized Street Right-of-Way? Right of way ok
3. Drainage Easements? All ok
4. Utility Easements:
   Electricity? All utilities present
   Gas? All utilities present
   Sewers? All utilities present
   Water? All utilities present
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

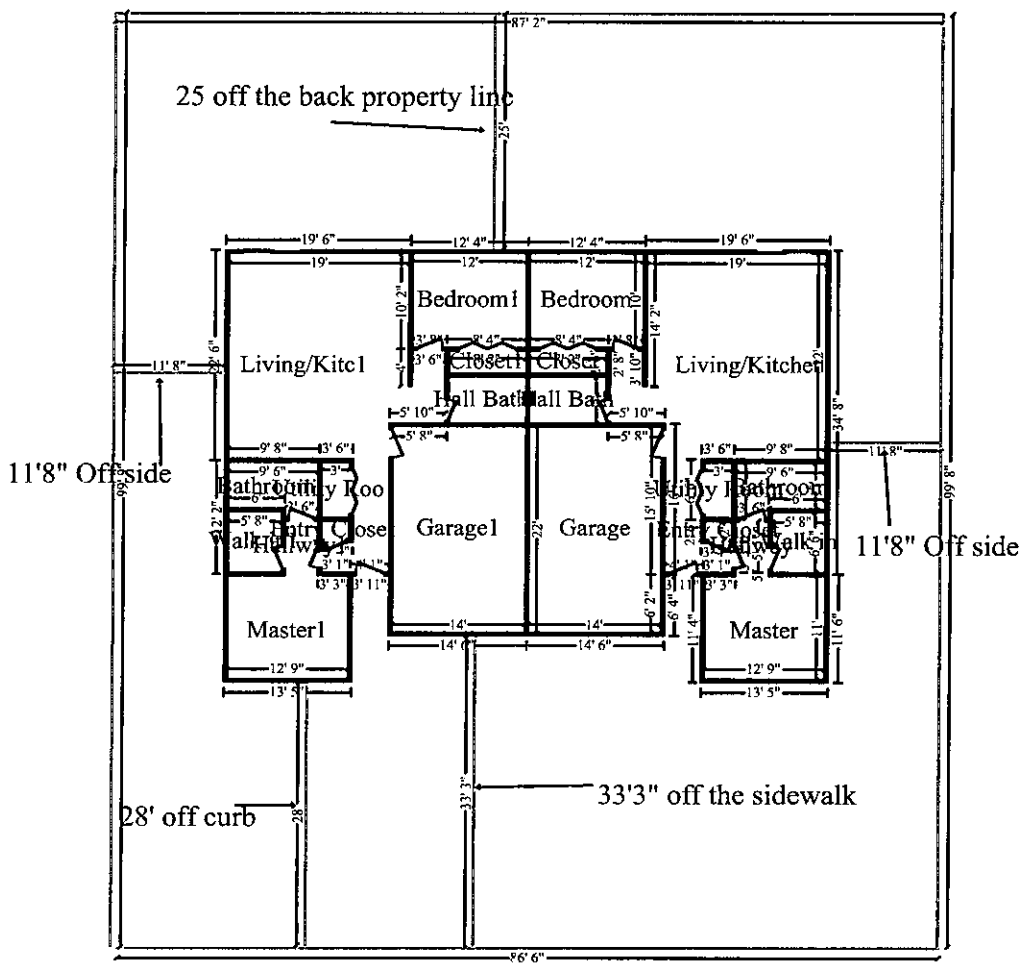
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 1/14/21

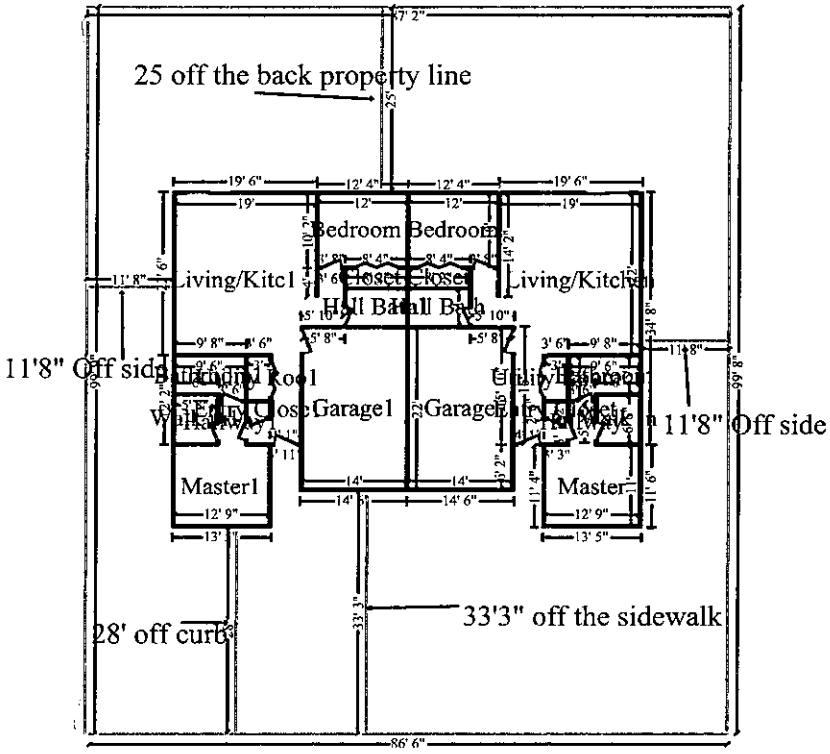
EMAIL: jmayberry@mayberryconstruction.com

TITLE: Owner


25 off the back property line
Bedroom1
Bedroom2
Living/Kitc1
Living/Kitchen2
Closet1
Closet
Hall Bath
Hall Bath
11'8" Off side
Bathroom
Utility Roo
Garage1
Garage
Utility
Bathroom
Entry
Closet
Hallway
Entry
Closet
Hallway
11'8" Off side
Master1
Master
28' off curb
33'3" off the sidewalk

N

Level 3


25 off the back property line
Bedroom
Bedroom
Living/Kitc1
Living/Kitchen
Hall Bath
Hall Bath
11'8" Off side
Garage1
Garage1
11'8" Off side
Master1
Master
28' off curb
33'3" off the sidewalk
86' 6"

N

Level 3

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 012-21
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 3-8-21

APPLICANT: Mayberry Construction PHONE:
ADDRESS: ZIP:

OWNER: PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: 1725 S. Connecticut Ave Joplin MO 64804

Present Zoning R1 Requested Zoning: R-2 Acreage: .18
Present Use of Property: Empty lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Duplex's	R-1
South	Library	
East	Single family	R-1
West	Duplex's	R-2

Character of the Neighborhood: There are duplex's on Both sides of connecticut in this area with the exception of the Library to the south

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? No
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connecticut & 18th St
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No. We will have a back up area for our tenants.

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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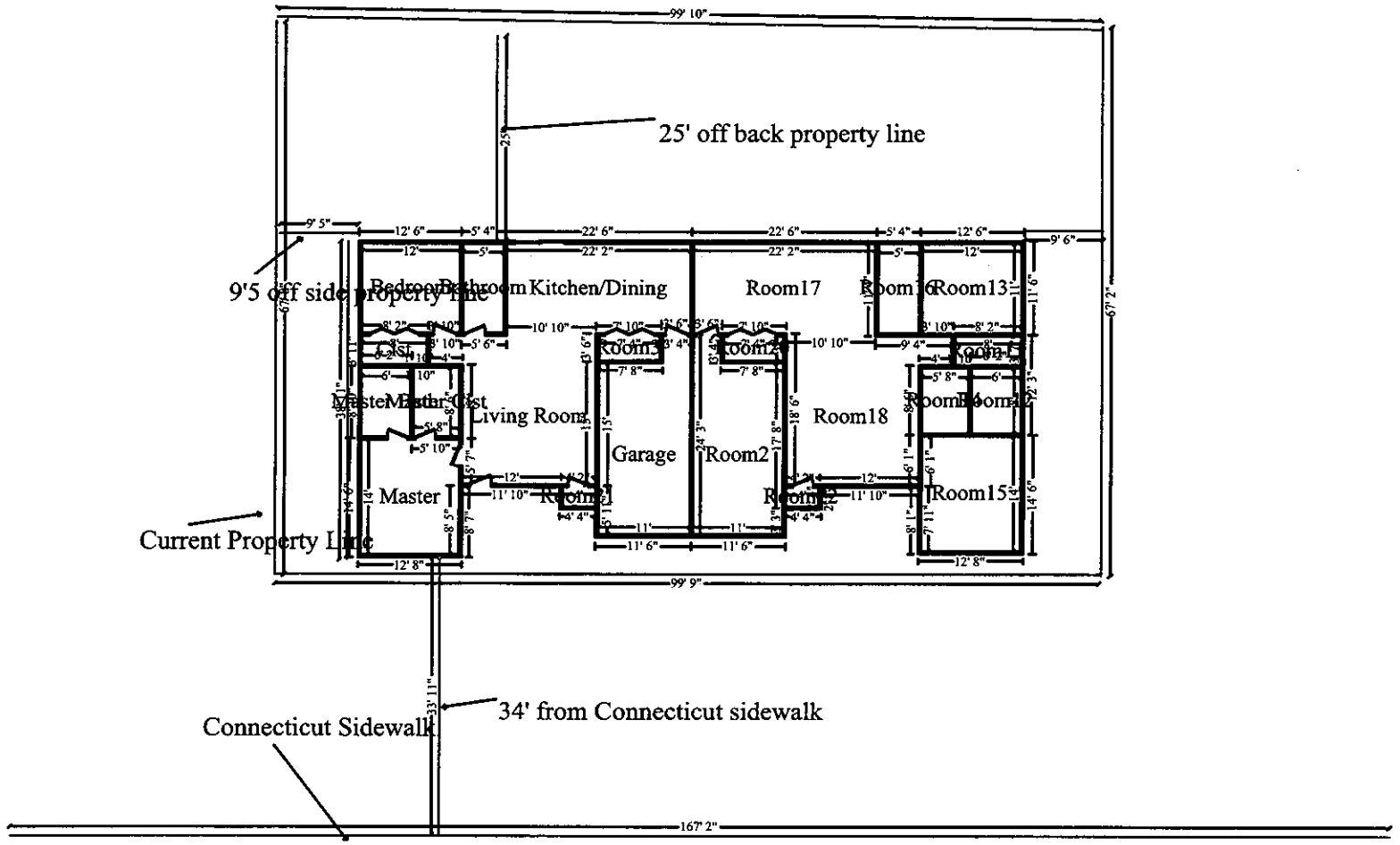
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 1-22-21

EMAIL: _____

TITLE: _____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Bedroom
Bathroom
Kitchen/Dining
Room17
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Room15
Current Property Line
99' 9"
34' from Connecticut sidewalk
Connecticut Sidewalk
167' 2"
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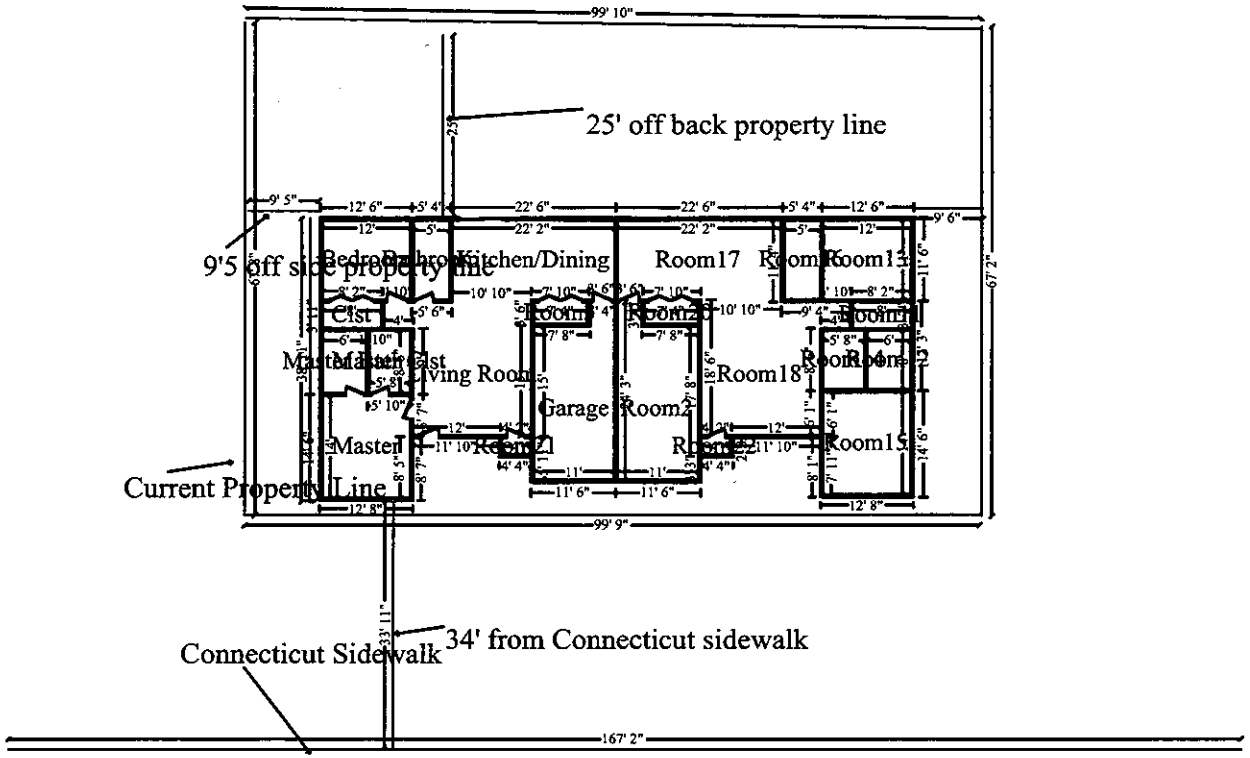
Level 2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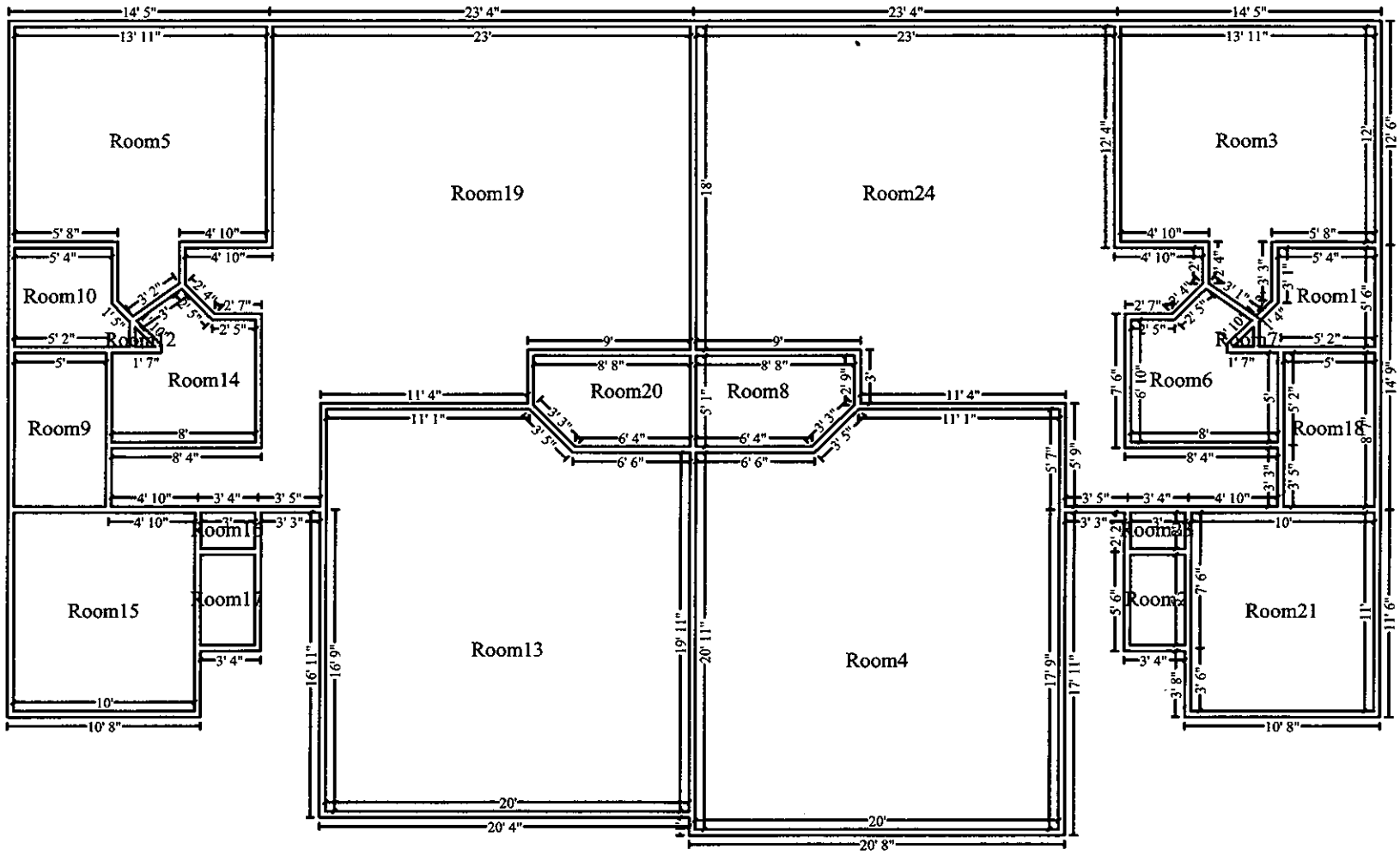
Level 2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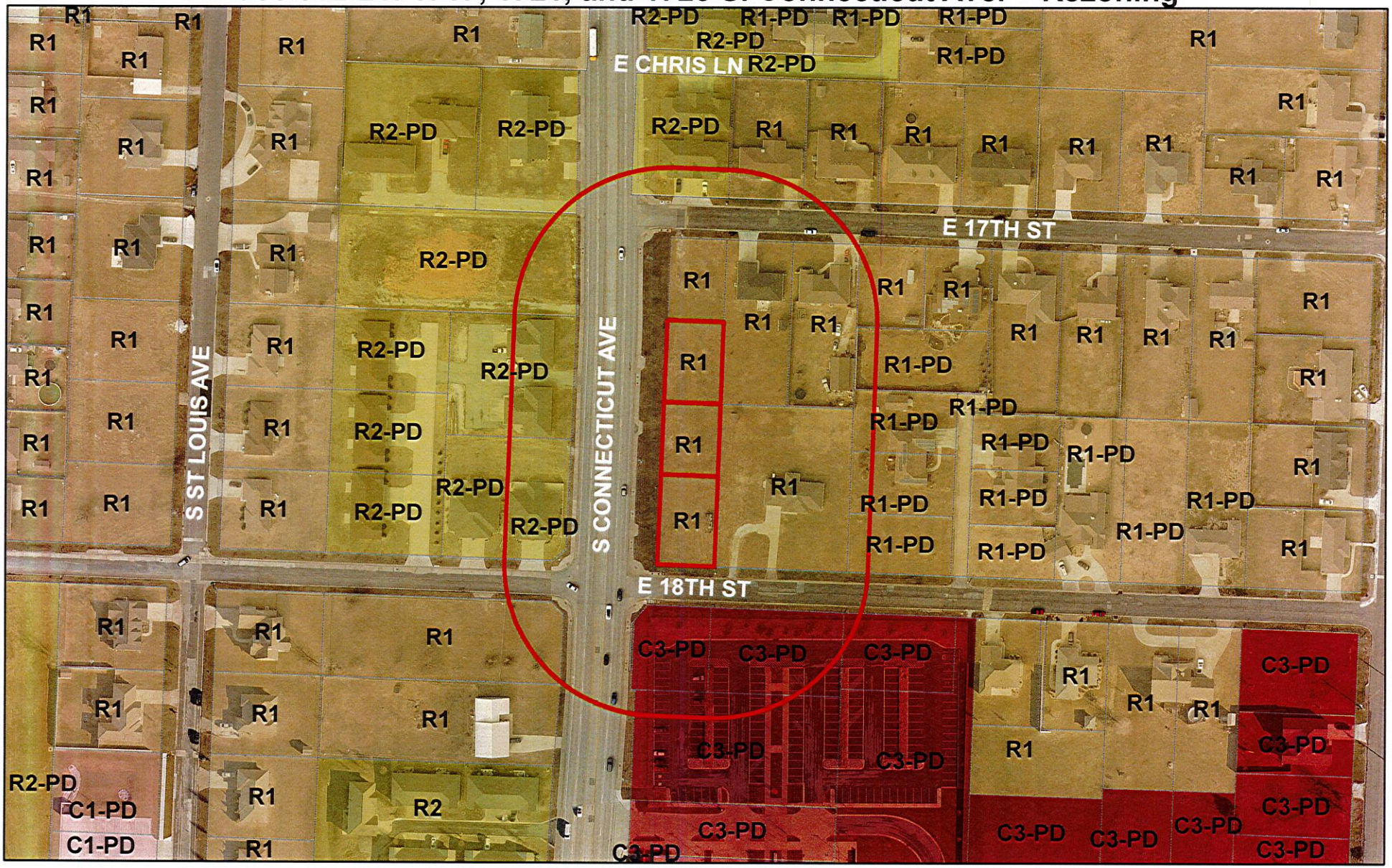
Room7
Room1
Room18
Room15
Room16
Room17
Room13
Room4
Room2
Room21
N

Main Level

Case 012-21: 1717, 1721, and 1725 S. Connecticut Ave. - Rezoning



Case 012-21: 1717, 1721, and 1725 S. Connecticut Ave. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Mayberry Rentals.

Joplin City Limits

0 85 170 340 510 680 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-262-Rezone to District M-2

MEETING DATE:
April 5, 2021

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, City Manager Nicholas Edwards.

SUMMARY REQUEST:
Case 012-21: 1717, 1721, and 1725 S. Connecticut Ave. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Mayberry Rentals.

BACKGROUND:
The change in zoning to R-2 will not be detrimental to nearby property. The R-2 district is one the most protected districts with very few allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental effect on nearby property. This is particularly prudent given that the Future Land Use map does identify this as a potential commercial area

PLANNING & ZONING COMMISSION TESTIMONY:

Jake Mayberry, 1235 John Duffy Blvd, Joplin MO. We own the lots to the north and our intent is to build like what we already have in that area. We have to go through variance as well because when they moved the Connecticut street it messed up the setbacks.

Mr. Kimble stated he has a concern. In that area there are a lot of homes, duplexes or multi-family structures that have driveways that come out onto Connecticut, with people backing out and possible causing accidents.

Mr. Eastman wanted to know if an apron could be poured on each side where they could back to the apron and go out front?

Mr. Mayberry said maybe if the lots are big enough. The lot is not very wide, and he didn't know.

Mr. Mayberry mentioned that they would have to open onto Connecticut, and he didn't think of anything they could do about it at this point. If you built a home instead of duplexes it would have the same problem. There will be two car parking for each home.

PUBLIC COMMENT;
Jason Mayberry, 1016 Gillian Dr., Joplin, MO. I am speaking in favor of this case. We did draw something up on this, the driveway we are allow certain setbacks of 33 ½ feet off the sidewalks. This will probably allow enough room for a hammerhead.

Mr. Bolander stated that the city has not seen any designs yet, but it will be recommended that an apron or hammerhead be used.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 012-21.
Planning & Zoning Commission recommends approval for Case 012-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-262, Staff Planning Report, P&Z Commission Minutes

P & Z Case 012-21
Mayberry Rentals
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-262 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and include in District R-2 (Two-family Residential) property as described below and located 1717, 1721, and 1725 S. Connecticut Ave, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

All of Lot Numbered Seventy-two (72) EXCEPT the North 50 feet in BANKER'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT the West 50 feet taken for road right-of-way and all of the North Fifty (50) Feet of Lot Numbered Seventy-two (72) in BANKER'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, EXCEPT the West 50 feet taken for road right-of-way and all of the South 12 feet of Lot Numbered Seventy-three (73) in BANKER'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT the West 50 feet taken for road right-of-way, AND EXCEPT the East 12 feet thereof for alley and all of Lot Numbered Seventy-three (73) EXCEPT the South 12 feet in BANKER'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT the West 50 feet taken for road right-of-way, AND EXCEPT the East 12 feet thereof for alley and all of Lot Numbered Seventy-four (74) in BANKER'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT the West 50 feet taken for road right-of-way, AND EXCEPT the East 12 feet thereof for alley.

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CB 2021-263

Case 013-21: Approximately 800' North and 300' West of the intersection of N. St. Louis Ave. and E. Fountain Rd. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Mayberry Rentals.

Jake Mayberry, 1235 John Duffy, Joplin, MO., same story here. It is depending on the retention plan that our engineers draw up. I am uncertain about how many duplexes that we are planning to put in. Possibility of two private drives into it and three rows of duplexes. Possibility of 1 down the middle and the other two rows we are uncertain about right now because of how much ground we have to take up with the retention.

Mr. Ramsour asked if the commissioners had any questions for Mr. Mayberry? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

Mr. Ramsour presented two (2) written Petition of Protest from Allen and Linda Wilson, 1533 Prairie Flower Rd., Joplin, MO and Larry and Paula Kamler, 1331 E Fountain Rd. Joplin, MO.

MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. KIMBLE THAT CASE 013-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: March 8, 2021
City Council Meeting: April 5, 2021

STAFF PLANNING REPORT
Rezoning

CASE 013-21 A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development

LOCATION Approximately 800' North and 300' West of the intersection of N. St. Louis Ave. and E. Fountain Rd.

APPLICANT Mayberry Rentals

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 4.8 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-1-PD	Out of City Limits	M-1-PD	M-1-PD
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. St. Louis Ave.	Collector	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan and the Future Land Use Map. Two-family residential and the R-2 zone maintain low-density characteristics.

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

The current zoning of R-1 is somewhat suitable for this property. As St. Louis Ave. is a collector-level street, single-family zoning and uses are typically inappropriate in a context like this. In addition, this tract is likely too small to be subdivided into a feasible neighborhood without having more property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to nearby property. The R-2 district is one the most protected districts with very few allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental effect on nearby property. Additionally, the nearby properties currently zoned M-1-PD could be host to much more intense uses than those found in R-2.

DISCUSSION

This request is compatible with the Comprehensive Plan and Future Land Use Map and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change. Two-family residential is a much less intense use of property than those allowed in M-1-PD, which the neighboring properties are zoned as.

Staff recommends approval of Case 013-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 1-27-21

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

For Office Use Only

Case No.: 013-21
Filing Fee: $550.00
Date Advertised: 2-21-21
Date Notices Sent 2-22-21
Public Hearing Date: 3-8-21

APPLICANT: Mayberry Rentals PHONE: 417 434 1070
ADDRESS: 2024 E 32nd St Joplin, MO ZIP: 64804

OWNER: Mayberry Rentals PHONE: 417 434 1070
ADDRESS: 2024 E 32nd St. Joplin, MO ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: N. St Louis St.
Parcel ID 16602300000019001 Alt. ID 35-017680-1000

Present Zoning R1 Requested Zoning: R2 Acreage: 4.79
Present Use of Property: Vacant, Empty Lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R1
South	Residential	R1
East	Residential (Webb City City Limits)	R1
West	Rural Ag	R1

Character of the Neighborhood: It is all residential. There is an assisted living complex to the north and housing developments

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: There is no reason why we can't use it for R-1 ~~other~~ but we want to put duplexes on it as a rental property

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Prairie Flower Rd.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

_____

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 1/27/2021

EMAIL: jamayberry@mayberryconstruction.com

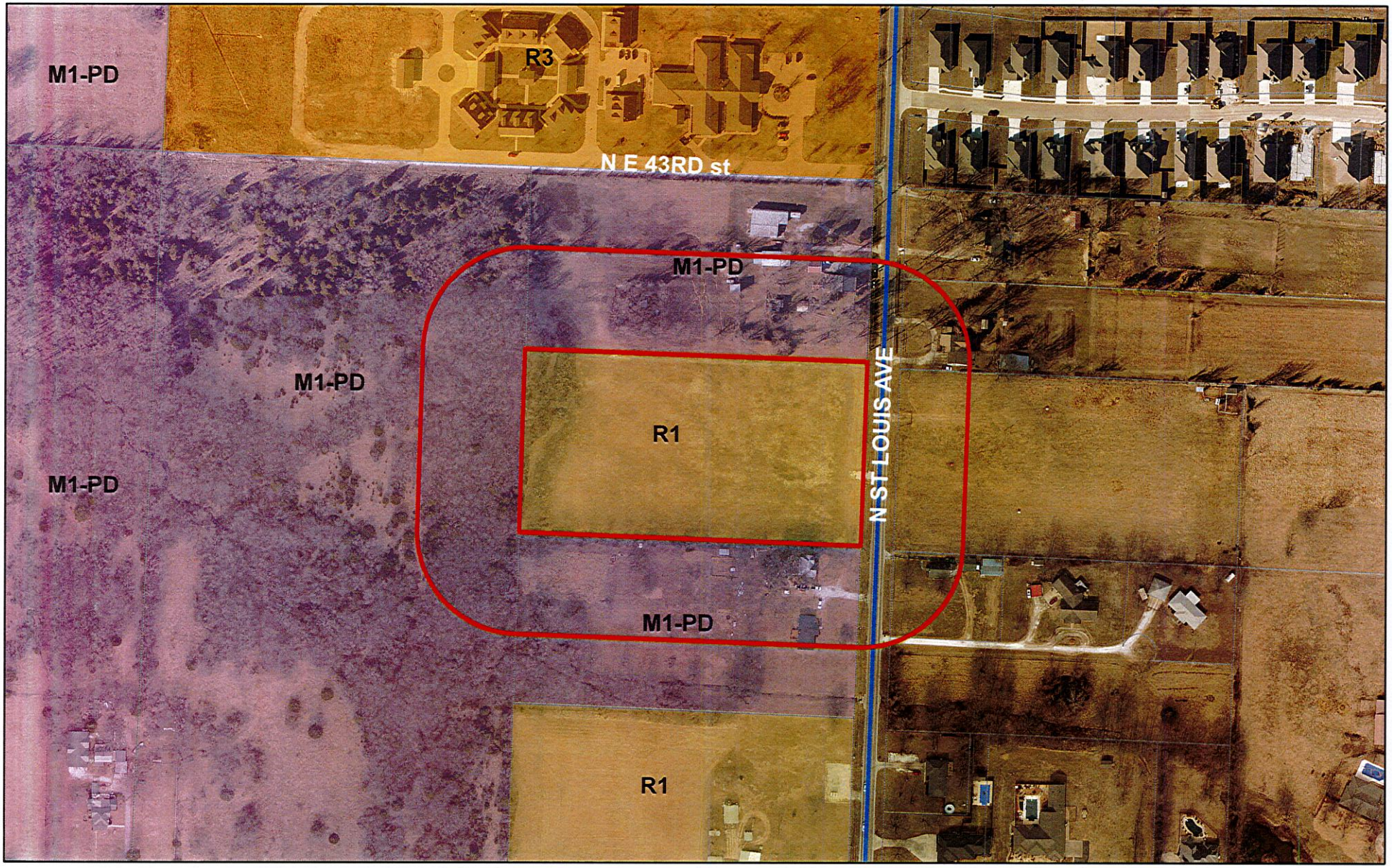
TITLE: _____

Reason for Rezoning

We applying to have this lot rezoned so that we can put duplexes on it. It is zoned R-1 and we are wanting to rezone it R2. The lot is 4.79 acres so there is room for duplexes instead of single family homes and just north of the lot there is housing developments and an assisted living center. Just north of the housing developments is the City of Joplin airpark business center. We believe the rezoning will not affect the surrounding area in a negative way, but will add quality affordable housing to the area and develop the lot in a way that will be appealing. We do not foresee any problems with traffic or right of ways with this rezoning.

Mayberry Rentals LLC

Case 013-21: Approximately 800' North and 300' West of the intersection of N. St. Louis Ave. and E. Fountain Rd.



Case 013-21: Approximately 800' North and 300' West of the intersection of N. St. Louis Ave. and E. Fountain Rd. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Mayberry Rentals.

Joplin City Limits

0 125 250 500 750 1,000 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-263-Rezone to District R-2

MEETING DATE:
April 5, 2021

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, City Manager Nicholas Edwards.

SUMMARY REQUEST:
Case 013-21: Approximately 800' North and 300' West of the intersection of N. St. Louis Ave. and E. Fountain Rd. - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – Mayberry Rentals.

BACKGROUND:
The change in zoning to R-2 will not be detrimental to nearby property. The R-2 district is one the most protected districts with very few allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental effect on nearby property. As St. Louis Ave. is a collector-level street, single-family zoning and uses are typically inappropriate in a context like this.

PLANNING & ZONING COMMISSION TESTIMONY:
Jake Mayberry, 1235 John Duffy, Joplin, MO., same story here. It is depending on the retention plan that our engineers draw up. I am uncertain about how many duplexes that we are planning to put in. Possibility of two private drives into it and three rows of duplexes. Possibility of 1 down the middle and the other two rows we are uncertain about right now because of how much ground we have to take up with the retention.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 013-21.
Planning & Zoning Commission recommends approval for Case 013-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-263, Staff Planning Report, P&Z Commission Minutes

P & Z Case 013-21
Mayberry Rentals
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-263 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and include in District R-2 (Two-family Residential) property as described below and located approximately 800' North and 300' West of the intersection of N. St. Louis Ave. and E. Fountain Rd. City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

All of the South One-half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 23, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, EXCEPT that part taken off the East side thereof for St. Louis Ave., more generally described as approximately 800' North and 300' West of the intersection of N. St. Louis Ave. and E. Fountain Rd.

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-264

Case 014-21: Approximately 240' East and 350' North of the intersection of E. 32nd St. and S. Prosperity Ave. - A request to vacate approximately 400' of street right-of-way extending North from E. 32nd St. – City of Joplin

Troy Bolander, 602 S Main, Joplin, MO. If you tried to find this easement there is a QuikTrip sitting on top of it. We received the plans and survey they apparently left out the old right of way that has not recently been use. It is a cleanup for the title company.

Mr. Ramsour asked if the commissioners had any questions for Mr. Bolander? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 014-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR, 1 ABSENT)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-264-Street Vacation

MEETING DATE:
April 5, 2021

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 014-21: Approximately 240' East and 350' North of the intersection of E. 32nd St. and S. Prosperity Ave. - A request to vacate approximately 400' of street right-of-way extending North from E. 32nd St. – City of Joplin

BACKGROUND:
This vacation is being sought to resolve an issue with the titling of this property. A prior plat that did away with this portion of right-of-way was inexplicably not accepted by the property owner's title insurance company as they require an ordinance of vacation, not just a plat.

PLANNING & ZONING COMMISSION TESTIMONY:
Troy Bolander, 602 S Main, Joplin, MO. If you tried to find this easement there is a QuikTrip sitting on top of it. We received the plans and survey they apparently left out the old right of way that has not recently been use. It is a cleanup for the title company.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 6 in favor, 0 Nays, 1 Absent.
Staff recommends approval of Case 014-21.

ATTACHMENTS
CB 2021- 264, Staff Planning Report, P&Z Commission Minutes

Z&P Meeting: March 8, 2021
City Council Meeting: April 5, 2021

STAFF PLANNING REPORT
Vacation

CASE 014-21 A request to vacate approximately 400' of street right-of-way extending North from E. 32nd St.

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton & Troy Bolander

LOCATION Approximately 240' East and 350' North of the intersection of E. 32nd St. and S. Prosperity Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 400' x 50'

REASON FOR VACATION

The City of Joplin is applying for this vacation to remove excess right-of-way that is not in use by County Rd. 200.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are not currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

This vacation is being sought to resolve an issue with the titling of this property. A prior plat that did away with this portion of right-of-way was inexplicably not accepted by the property owner's title insurance company as they require an ordinance of vacation, not just a plat.

Staff recommends approval of Case 014-21.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 014-21
Filing Fee: ~~$550.00~~
Date Advertised: 2-21-21
Date Notices Sent 2-22-21
Public Hearing Date: 3-9-21

I. Applicant Name: City of Joplin Phone: 417-624-0820

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

Address: 602 S. Main St. Zip: 64804

II. Type of vacation requested (check one):

Street Vacation ✓

Alley Vacation_____

Utility Vacation_____

Other (Please specify)_____

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

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

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

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

IV. Required Attachments:

1. 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.

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

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

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	**Kenny Kenworthy**	**kk7429@att.com**	**417-625-8092**
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	**Jeff Lebeda**	**jeff.lebeda@libertyutilities.com**	**417-625-6159**
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	**Keri Bledsoe**	**keri.bledsoe@sparklight.biz**	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	**Mandy Butkovich**	**mandy.butkovich@spireenergy.com**	**816-472-3767**
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	**Steven Martinez**	**smartine@joplinmo.org**	**417-624-0820 x531**

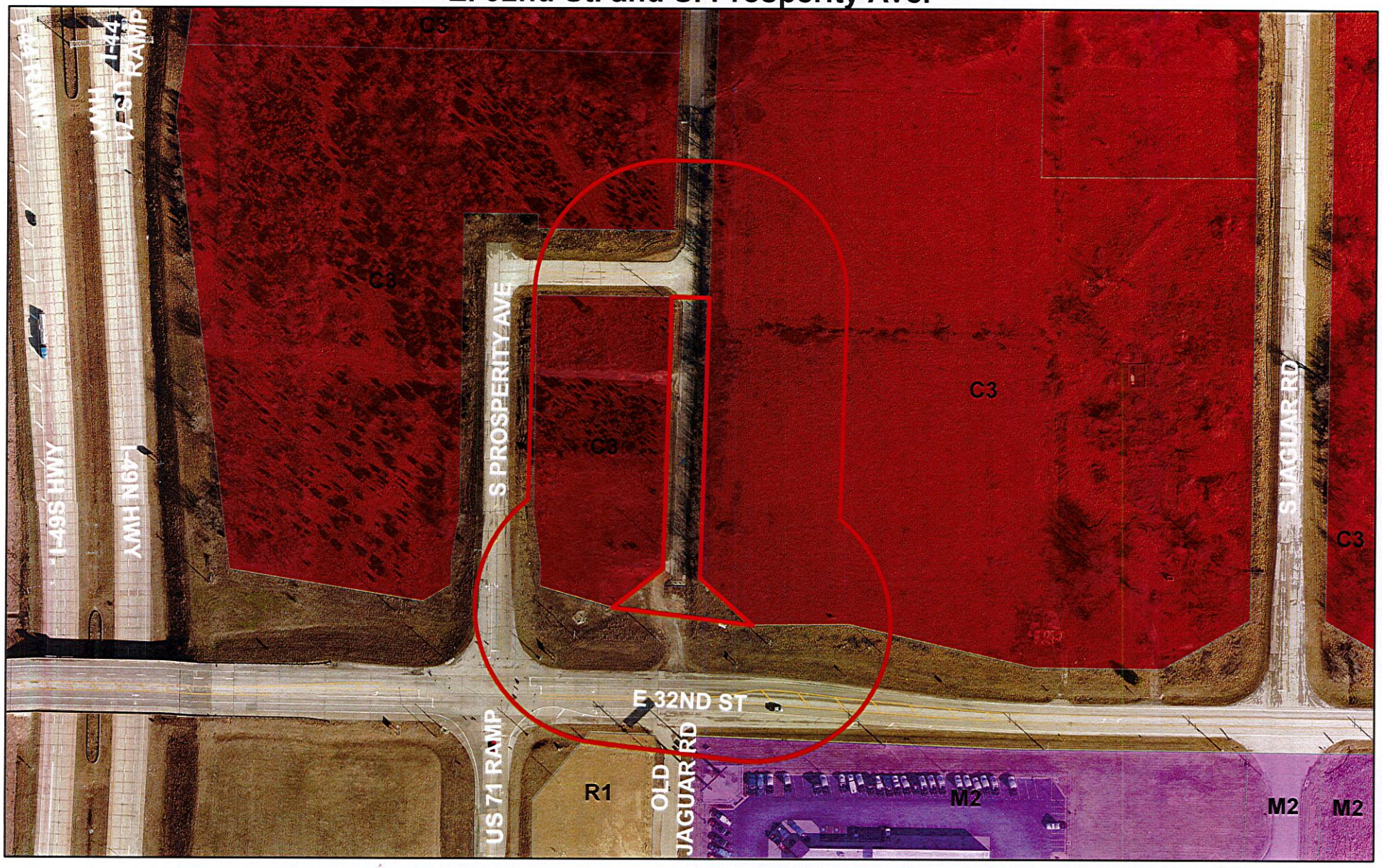
*Must contact BOTH contacts at Spire Energy.

Signature

3/5/21

Date

Case 014-21: Approximately 240' East and 350' North of the intersection of E. 32nd St. and S. Prosperity Ave.



Case 014-21: Approximately 240' East and 350' North of the intersection of E. 32nd St. and S. Prosperity Ave. - A request to vacate approximately 400' of street right-of-way extending North from E. 32nd St. – City of Joplin

Joplin City Limits

0 90 180 360 540 720 Feet

N

P & Z Case 014-21
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-264 ORDINANCE NO.

AN ORDINANCE to vacate approximately 400' of street right-of-way extending North from E. 32nd St. located approximately 240' East and 350' North of the intersection of E. 32nd St. and S. Prosperity Ave.

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

Section 1. That all that part of approximately 240' East and 350' North of the intersection of E. 32nd St. and S. Prosperity Ave. - A request to vacate approximately 400' of street right-of-way extending North from E. 32nd St., City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

That portion of County Road 200 (aka South Prosperity Avenue)lying in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 15, Township 27 North, Range 32 West, in the City of Joplin, Jasper County, Missouri; AND, that portion of County Road 200 (aka South Prosperity Avenue) lying in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast (SE ¼) of Section 16, Township 27 North, Range 32 West, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: All that part of County Road 200 (aka South Prosperity Avenue) lying in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 15, Township 27 North, Range 32 West, in the City of Joplin, Jasper County, Missouri, lying south of the easterly prolongation of the south right-of-way line of the east/west portion of relocated South Prosperity Avenue referenced as "City of Joplin #1" and described in that certain Quitclaim Deed recorded in Book 2252 at Page 1885 in the office of the Jasper County, Missouri Recorder of Deeds, and, lying north of the north right-of-way line of Missouri Route FF (aka East 32nd Street), AND, All that part of County Road 200 (aka South Prosperity Avenue) lying in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 16, Township 27 North, Range 32 West, in the City of Joplin, Jasper County, Missouri, lying south of the easterly prolongation of the south right-of-way line of the east/west portion of relocated South Prosperity Avenue referenced as "City of Joplin #1" and described in that certain Quitclaim Deed recorded in Book 2252 at Page 1885 in the office of the Jasper County, Missouri Recorder of Deeds, and, lying north of the north right-of-way line of Missouri Route FF (aka East 32nd Street).

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 21, by a vote of _____.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MARCH 15, 2021
MEETING MINUTES

CALL TO ORDER

The March 15, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Cortez

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Abigail Surbrugg presented an update of Joplin School events.

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

Health Department Update:

Health Director Ryan Talken presented the latest COVID and vaccine statistics: cases and hospitalizations continue to decrease. Vaccine supplies continue to increase, and more independent vaccinators are administering vaccines. Phase 1 Tier 3 of the vaccination process was activated today, focusing on vaccinating what the state classifies as its "critical infrastructure". It includes teachers, childcare providers, grocery store employees and those who work in the food and agriculture industries. Mr. Talken made no recommendations or changes to the Recovery Plan.

News from Public Information Officer Lynn Onstot

Joplin Parks and Recreation has programs, leagues, and events for all ages. From age 4 to adults, you can enjoy softball, baseball, soccer, t-ball, and even a Flashlight Easter Egg Hunt. Watch the Parks and Rec Facebook page or their website at joplinparks.org to learn about upcoming activities; or by phone at 417-625-4750. Parks and Rec is also in the process of recruiting more than 150 seasonal workers to their Department, including laborers to help at the golf course, cemeteries, and parks maintenance divisions and staff to work at our pools this summer.

The City of Joplin is seeking applicants to fill openings on the following volunteer boards: Board of Adjustment; Convention and Visitors Advisory Bd.; Joplin Industrial Development Authority; Joplin Re-Development Corporation and Solid Waste Commission. A full listing of City's boards and commissions is available on our website. Applicants must be a registered voter of the State of Missouri, and some boards may have specific requirements for its members. Citizens can contact the City Clerk's office at 417-624-0820, ext. 220 for details.

The City's Tree Limb Drop Off Service will be open Saturday, March 20 from 8:30 a.m. to 2 p.m. This drop off site will be open the third Saturday of the month through October, unless there is a weather event that warrants another date being set. The drop-off site is located at 1702 North Schifferdecker Avenue, six tenths of a mile north of Belle Center Road on the west side of Schifferdecker. This free drop-off service is for Joplin residents only and has no load limits.

CITIZEN REQUESTS AND PETITIONS

Joseph Johnson requested to speak on emergency preparedness for our homeless population. Mr. Johnson spoke on behalf of the Homeless Emergency Action Team (HEAT) and asked the City to partner with them to come up with a preparedness plan to provide food, safety, and shelter to the homeless community during times of crisis. The Council consented to allow city staff to work with Mr. Johnson and his group on a preparedness plan.

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes of the March 1, 2021 City Council Meeting

COUNCIL BILL NO. 2021-259 - an ordinance providing to vacate approximately 670' of a 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. **Ordinance No. 2021-035**

COUNCIL BILL NO. 2021-260 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1, property as described below and known as 4307 Swede Ln., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-036**

COUNCIL BILL NO. 2021-402 - an ordinance approving an Agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin**. Ordinance No. 2021-037**

COUNCIL BILL NO. 2021-403 - an ordinance approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City. **Ordinance No. 2021-038**

RESOLUTIONS

RESOLUTION NO. 2021-005

Mr. Cortez introduced Resolution No. 2021-005 - a resolution approving the adoption of the official City of Joplin Brand. Motion by Mr. Cortez, second by Ms. Williams to table this item for further discussion. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Stanley, and Williams, 6. Nays: Lawson, Shaw, and Stinnett, 3. Resolution No. 2021-005 was **Tabled.**

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-506

Mr. Montleone introduced Council Bill No. 2021-506 - an ordinance approving a Contract by and between the City of Joplin and Etico Solutions Inc. to complete a Police Department Resource Allocation study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020 and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Copple that Council Bill No.2021-506 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-039**

COUNCIL BILL NO. 2021-507

Mr. Monteleone introduced Council Bill No. 2021-507 - an ordinance approving a Contract by and between the City of Joplin and Canfield Jenkins & Associates, LLC. to complete a Fire Department Resource Allocation study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020 and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No.2021-507 be approved on an emergency basis. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 0. Abstention: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-040**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-117

Mr. Lawson introduced Council Bill No. 2021-117 - an ordinance approving a construction agreement with Vance Brothers Inc. for Microsurfacing 2021 in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) for the Microsurfacing 2021 Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Copple that Council Bill No. 2021-117 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-117**

COUNCIL BILL NO. 2021-118

Mr. Cortez introduced Council Bill No. 2021-118 -an ordinance approving a construction agreement with Pavement Management LLC for Parking Lots and Trails Sealing 2021 in the amount of Thirty-Eight Thousand Nine Hundred Twenty- Nine and 52/100 Dollars ($38,929.52) for the Parking Lots and Trails Sealing 2021 project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill No. 2021-118 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-118**

COUNCIL BILL NO.2021-119

Mr. Stinnett introduced Council Bill No. 2021-119 - an ordinance approving the City of Joplin to enter into a construction agreement with G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Dr. Reid Adams that

Council Bill No. 2021-119 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-119**

COUNCIL BILL NO. 2021-120

Mr. Copple introduced Council Bill No. 2021-120 - an ordinance approving a purchase order for One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00) with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2021-120 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-120**

COUNCIL BILL NO. 2021-121

Mr. Lawson introduced Council Bill No. 2021-121 - an ordinance approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Stinnett that Council Bill No. 2021-121 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-121**

COUNCIL BILL NO. 2021-404

Mr. Cortez introduced Council Bill No. 2021-404 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the UP Development Planning, LLC that pertains to 2020 HOME Investment Partnership grant funds. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2021-404 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-404**

COUNCIL BILL NO. 2021-600

Mr. Monteleone introduced Council Bill No. 2021-600 - an ordinance approving an Agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024. Motion by Mr. Monteleone, second by Mr. Lawson that Council Bill No. 2021-600 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No.2021-600**

COUNCIL BILL NO. 2021-601

Mr. Stinnett introduced Council Bill No.2021-601 - an ordinance approving an Agreement between Tempest and the City of Joplin for continued use of iDSS Cyclone Customer Relationship Management (CRM) software by the Convention & Visitors Bureau. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No.2021-601 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-601**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Discussion of HB920

Mr. Monteleone opened the discussion on HB920 and stated the bill would eliminate the April Municipal Election. There are already limited options throughout the year to hold elections, and decreasing these options negatively impacts the ability for voters to be engaged on local issues. The April ballot includes important local races for city council and school board representatives and moving the municipal election to November will make it more costly to educate voters about local ballot measures. After discussion, Mr. Monteleone made a motion to have the city attorney draft a resolution to declare opposition to HB 920, Elimination of the April Municipal Election, on behalf of the Joplin City Council. Mr. Lawson seconded the motion. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

OTHER BUSINESS

Mr. Copple asked for an update on the seasonal pay issue. City Manager Nick Edwards replied that the Finance Dept. will provide an update at the next informal city council meeting.

Mr. Copple questioned the status of the Action Plan dealing with recruitment and retention in the police department that was discussed at the March 8 work session. After discussion of the status, City Staff was directed to implement the action steps to update a recruiting plan and conduct a study for implementation of a Recruitment Incentive Program, as presented by Chief Rowland.

There being no further business, the meeting adjourned at 8:07 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-117 – Construction Agreement for Microsurfacing 2021

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB 2021-117 Ordinance, Bid Tabulation, Construction Agreement, Location map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase. City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with Vance Brothers Inc. for the Microsurfacing 2021 in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12).

BACKGROUND
As a part of the annual street maintenance program, the City provides preventive maintenance on asphalt streets on a seven-year cycle. The Street Slurry Seal projects have been a major part of this seven-year preventive maintenance program since 1982. In 2004, staff chose to use Microsurfacing over the Type II Slurry Seal used in the past. Microsurfacing sets up more quickly and is more durable. This allows roads to be opened to the public in a shorter time frame.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Two companies submitted bids (see attached Bid Tabulation), that were opened on February 23, 2021. Vance Brothers was the low bidder and the bid was below the Engineer's estimate. Staff evaluated the bid and chose to award the base bid and both alternates.

FUNDING SOURCE
These payments are included in the FY 2020-21 in the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

BID TABULATION

PROJECT: Microsurfacing 2021

DATE OF BID OPENING: February 23, 2021

CONTRACTOR	BID
Vance Brothers – Base Bid	$608,024.12
Pavement Management – Base Bid	$754,079.20
Engineer Estimate – Base Bid	$742,783.32
Vance Brothers – Alt 1	$34,922.16
Pavement Management – Alt 1	$42,266.90
Engineering Estimate – Alt 1	$76,832.00
Vance Brothers – Alt 2	$19,676.84
Pavement Management – Alt 2	$21,676.84
Engineering Estimate – Alt 2	$45,016.92
Vance Brothers – Total	$662,623.12
Pavement Management – Total	$817,934.00
Engineering Estimate – Total	$864,632.24

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Vance Brothers Inc. Address: 5201 Brighton Kansas City, MO 64130	
Attention: Dakota Rusk		Attention:	
Department: Public Works – Engineering		Phone: (816) 923-4325	Fax:
Phone: (417) 624-0820	Fax: (417) 625-4738	Microsurfacing 2021	

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:

Microsurfacing 2021

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 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 maintain adequate insurance coverage at all times 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) 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, (https://www.joplinmo.org/DocumentCenter/View/7374/Standard-Specs_050119?bidId=) Contractor (or surety) shall be liable to the City in the amount of $1500 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 Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12), 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: _____

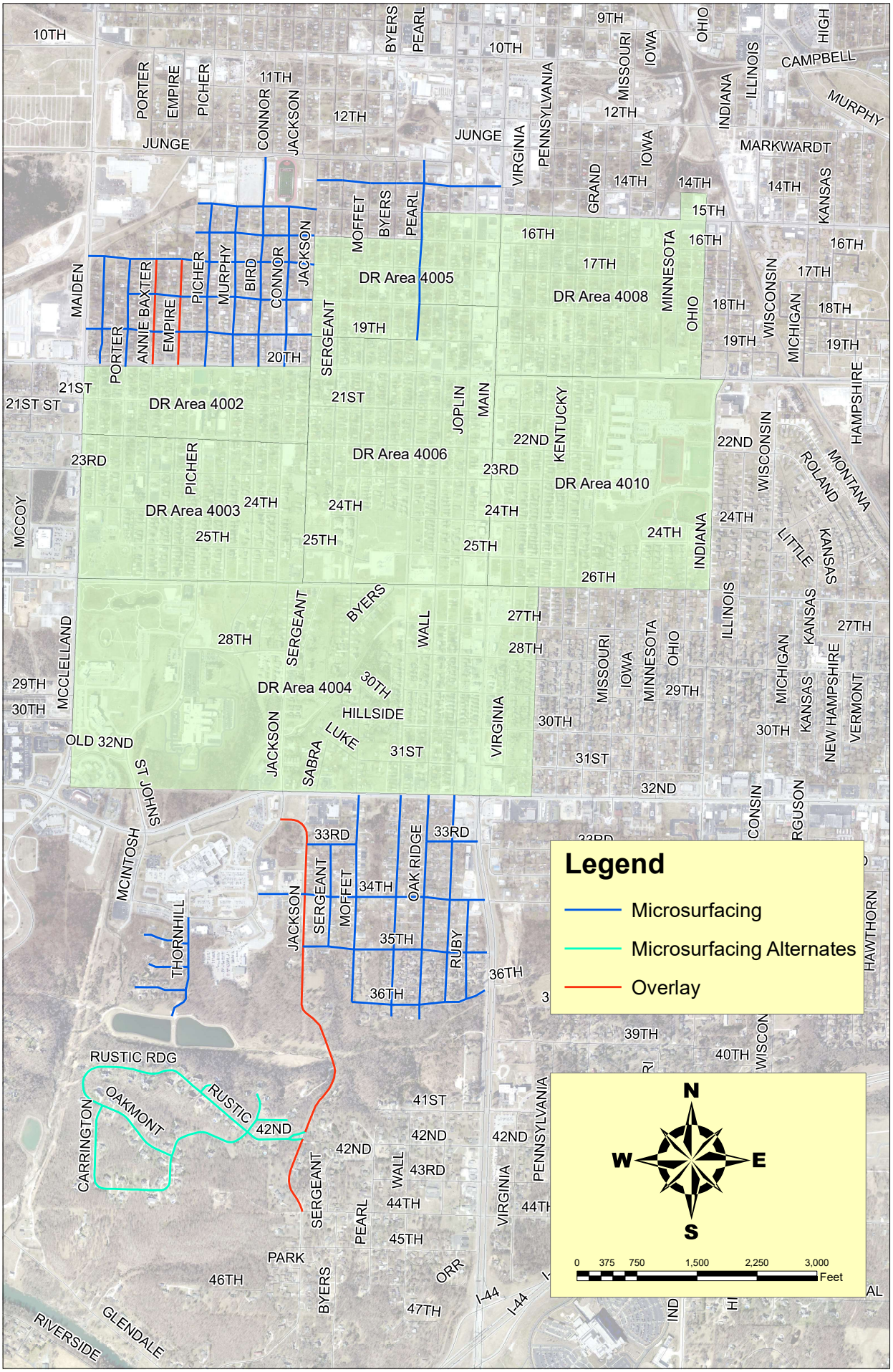
Title: _____

CITY OF JOPLIN, MISSOURI

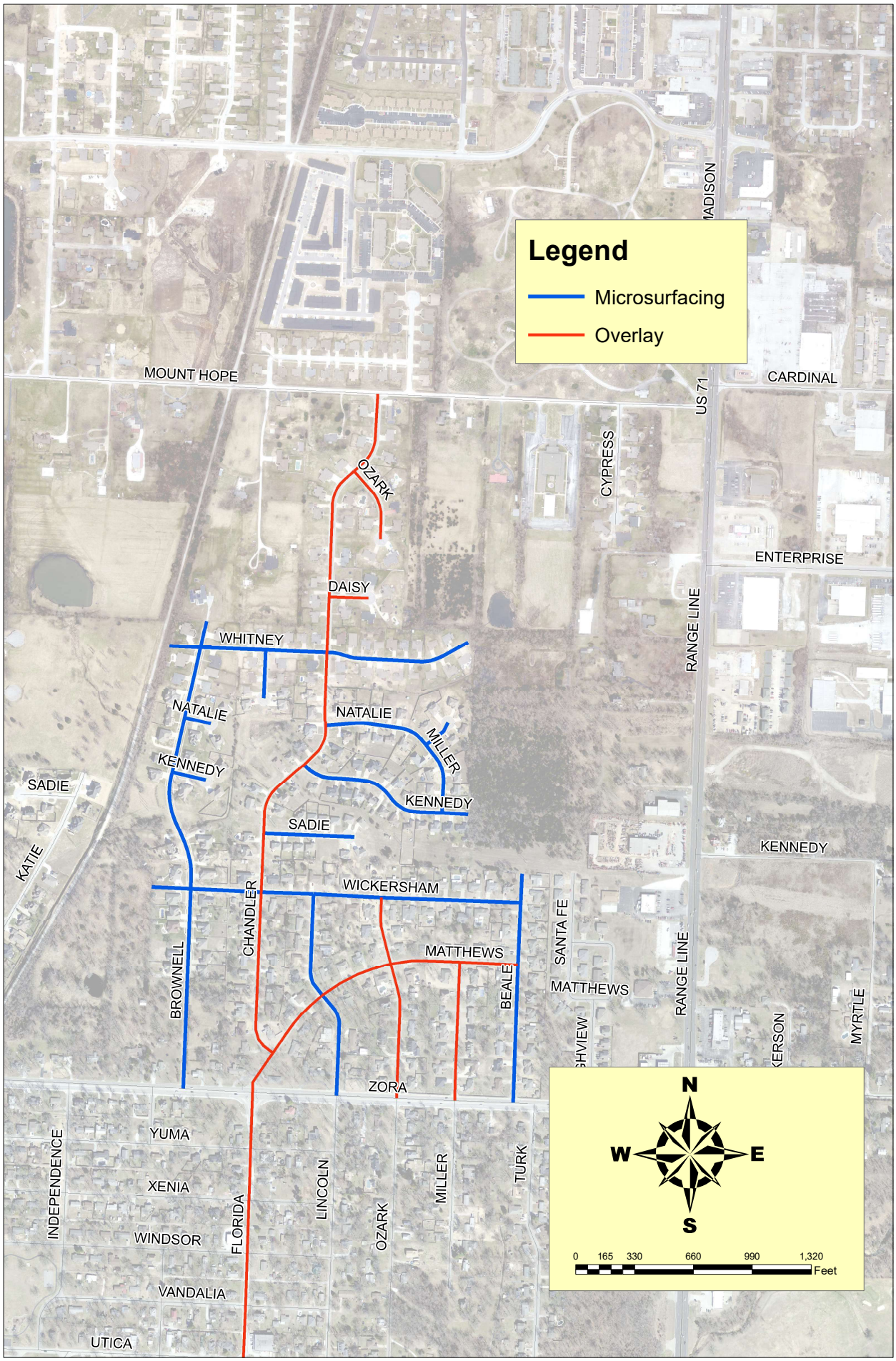
By: _____

David Hertzberg, Public Works Director

2021 Pavement Restoration Area



2021 Extended Paving Area



2021 Schifferdecker Parking Lots



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2021 Turkey Creek Sewage Treatment



COUNCIL BILL NO. 2021-117 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Vance Brothers Inc. for Microsurfacing 2021 in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) for the Microsurfacing 2021 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 construction agreement between the City of Joplin and Vance Brothers Inc. in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) for the Microsurfacing 2021 project, a true and accurate copy of said agreement being attached hereto; be the same and 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 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 out of the Transportation Sales Tax, appropriations having been approved in the 2020-2021 city budget.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2021-117

I hereby certify that a sufficient amount is available in Transportation Sales Tax 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 2021-118 – Construction Agreement for Parking Lots & Trails Sealing 2021

MEETING DATE
March 15, 2021

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
CB2021-118 Ordinance; Bid Tabulation, Construction Agreement, Location Maps

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with Pavement management LLC for the Parking Lot and Trails Sealing 2021 in the amount of Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52).

BACKGROUND
Preventative maintenance is key to pavement longevity. Part of this preventative maintenance strategy is sealing of lower use asphaltic pavements such as parking lots. City staff annually evaluates the conditions of the City parking lots to determine which areas need sealed.

The sealing process recommended will prevent further loss of volatiles and aggregate in the existing asphalt while protecting it from oxidizing. City owned lots are broken down into 3 groups based on a 3-year life cycle of parking lot sealing material. The lots studied this year were structurally sound, just in need of a seal course. City staff prepared bid documents and followed the City's procurement policy for advertising. One company submitted bids (see attached Bid Tabulation), that were opened on February 23, 2021. Pavement Management LLC was the low bidder and their bid was below the Engineer's estimate.

FUNDING SOURCE
These payments are included in the FY 2020-21 in the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

BID TABULATION

PROJECT: Parking Lot and Trail Sealing 2021

DATE OF BID OPENING: February 23, 2021

CONTRACTOR	BID
Pavement Management	**$38,929.52**
Engineer's Estimate	**$55,613.60**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND PAVEMENT MANAGEMENT LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Pavement Management LLC Address: PO Box 273 Lee's Summit, MO 64063	
Attention: Dakota Rusk		Attention:	
Department: Public Works – Engineering		Phone: (816) 246-5200	Fax: (816) 246-5210
Phone: (417) 624-0820	Fax: (417) 625-4738	Parking Lots and Trails Sealing 2021	

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:

Parking Lots and Trails Sealing 2021

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 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 maintain adequate insurance coverage at all times 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52) 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 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 Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52), 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: _____

David Hertzberg, Public Works Director

2021 Frisco Trail Parking Lot



2021 Health Department



2021 Schifferdecker Parking Lots



COUNCIL BILL NO. 2021-118 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Pavement Management LLC for Parking Lots and Trails Sealing 2021 in the amount of Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52) for the Parking Lots and Trails Sealing 2021 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 construction agreement between the City of Joplin and Pavement Management LLC in the amount of Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52) for the Parking Lots and Trails Sealing 2021 project, 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 exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Transportation Sales Tax Fund appropriations have been approved in the FY 2020-2021 City Budget.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Account 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 2021-119 – approving a construction agreement with G&G Construction Company Inc. for construction of the 10th and Chestnut Culvert Replacement project.

MEETING DATE
March 15, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary, Agreement, CB2021-119

REVIEWED BY
Director of Public Works: David K. Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project.

BACKGROUND
The "Old Willow Branch" system is one of the oldest storm sewer systems in the City. This expansive system runs through the heart of downtown Joplin and together with the "New Willow Branch system" collectively attenuates the 25-year storm to significantly reduce the frequency of flooding. Due to its advanced age, the 100+ year old "Old Willow Branch", has been particularly vulnerable to deterioration. The culmination of the repeated stress in passing various rain events over its lifetime has resulted in the structural failure of a section of the system at 10th and Chestnut, where the existing 8'x 3' (inside dimensions) Reinforced Concrete Box (RCB) buckled and fractured under the weight of a mini skid steer which had been driven over it by a roofing contractor working in the area. The top of the failed box in this section also served a dual purpose as a sidewalk for pedestrians and residents in the area.

Following the culvert failure, the public works department temporarily patched the collapsed section of the culvert with a steel plate. City staff then acquired survey data for the storm sewer system in the area and developed the in-house design plans for the replacement of approximately 226 linear feet of the failed RCB with a box of a similar size. The plans also call for the replacement of 4 inlets connecting to the box along Chestnut as well as sidewalk and ADA ramp installation work. In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the 10th and Chestnut Culvert Replacement project was advertised on February 7, 2021. Seven proposals were received, and bids were opened on March 2, 2021 with G&G Construction Company Inc. selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department.

FUNDING SOURCE

These payments are included in the FY 2020-21 budget of the Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2021-119, approving a construction agreement with G&G Construction Company Inc. in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project on first reading.

BID SUMMARY

PROJECT: 10th and Chestnut Culvert Replacement

DATE OF BID OPENING: March 2, 2021 10:00 A.M.

Contractor	Bid
Engineer's Estimate	$341,466.00
G & G Construction	**$211,812.58***
B3 Contractors	$232,825.00
D & E Plumbing and Heating	$233,083.00
Branco Enterprises	$249,650.00
Jeff Asbell Excavating	$251,647.05
Goins Enterprises	$264,289.25
Sprouls Construction Inc.	$297,864.00

*Corrected for Scribner's error

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
G&G CONSTRUCTION COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company Inc. Address: 641 E. Java CARTHAGE, MISSOURI 64836	
Attention: David Hertzberg		Attention: Curtis Garner	
Department: Public Works - Engineering		Phone: 417-358-7898	Fax:
Phone: 417-624-0820 ext 530	Fax:	10th and Chestnut Culvert Replacement (TS0601)	

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:

10th and Chestnut Culvert Replacement (TS0601)

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 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 maintain adequate insurance coverage at all times 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 ($211,812.58) dollars 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 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 Hundred Eleven Thousand Eight Hundred Twelve and 58/100 ($211,812.58) 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: _____

David Hertzberg, Public Works Director





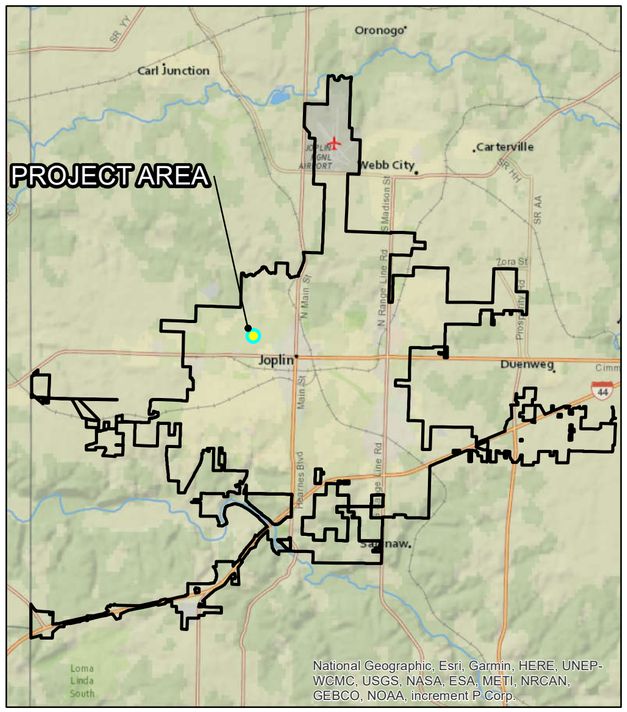
10th and Chestnut Culvert Replacement

CHESTNUT

10TH

CONNOR

- Inlets to be Replaced
- Existing Storm Sewer to be Replaced
- joplin_streets
- ADA Ramp to be Replaced
- Proposed Area for Improvements
- parcels



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Feet

COUNCIL BILL NO. 2021-119 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement 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 construction agreement by and between the City of Joplin and G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, 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.

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 Parks and Stormwater Sales Tax fund.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-119

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax 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
CB 2021-120 - Approval of Purchase Order 2021-01 with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-120 Ordinance, Schedule of Work Order Pay Items, Bid Summary, Exhibit Map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a Purchase Order with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project in the amount of One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00).

BACKGROUND
On February 16th, Council Bill No. 2021-112 was passed, approving an agreement with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project. The lowest bidder for the competitively bid contract was based on the "Conceptual Purchase Order" list of typical pay items. Now that the agreement is being fully authorized, staff are now ready to issue a purchase order with Ace for work identified in a basin in which smoke testing was performed last year. The reconstruction of those identified defects is contained within the work order accompanying this purchase order (see the attached exhibit for scope and a map of the work area). All work under this contract will be funded by the City's Sanitary Sewer Rehab Fund No. 415-4542-540-8675.

FUNDING SOURCE
FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

BID SUMMARY

PROJECT: 2021-2023 Evaluation and Rehabilitation Toolbox
for
Wastewater Collection System

DATE OF BID OPENING: January 13, 2021 @ 11:00 am

CONTRACTOR	ALTERNATE BID
Ace Pipe Cleaning, Inc.	$2,419,037.11
Visu-Sewer of Missouri, LLC	$2,848,087.46
Engineer's Estimate	$2,540,000.00

PURCHASE ORDER EXHIBIT FOR WORK ORDER NO. 2021-01
2021-2023 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
8.00	1	LS	Mobilization for MH to MH CIPP (Ea. WO)	$ 8,000.00	$ 8,000
8.01	13,068	LF	8" Dia. CIPP (6 mm Liner Thickness)	$ 26.25	$ 343,035
8.03	292	LF	10" Dia. CIPP (6 mm Liner Thickness)	$ 28.25	$ 8,249
9.00	1	LS	Mobilization for CIPP Point Repair (Ea. WO)	$ 2,000.00	$ 2,000
9.01	6	EA	8" Dia. CIPP Point Repair	$ 1,600.00	$ 9,600
13.00	1	LS	Mobilization for Trenchless LCR (Ea. WO)	$ 2,500.00	$ 2,500
13.01	35	EA	Trenchless LCR Setup Per Manhole to Manhole Segment	$ 500.00	$ 17,500
13.02	146	EA	Ambient Steam Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long	$ 1,375.00	$ 200,833
20.00	1	LS	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Ea. WO)	$ 1,100.00	$ 1,100
20.03	8	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	$ 2,000.00	$ 16,000
20.04	400	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	$ 120.00	$ 48,000
20.09	8	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	$ 3,075.00	$ 24,600
20.10	225	LF	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 165.00	$ 37,125
20.15	9	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	$ 4,400.00	$ 39,600
20.16	206	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 250.00	$ 51,500
20.20	264	LF	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf	$ 82.75	$ 21,846
20.23	10	LF	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway	$ 110.00	$ 1,100
20.26	31	LF	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement	$ 155.00	$ 4,805
22.00	1	LS	Mobilization for Open Cut Lateral Sewer Line Work (Ea. WO)	$ 675.00	$ 675
22.02	26	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	$ 2,575.00	$ 67,362
22.05	22	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	$ 3,200.00	$ 69,760
22.08	17	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	$ 5,175.00	$ 90,252
22.10	11	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	$ 675.00	$ 7,115
22.42	200	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	$ 57.00	$ 11,400
22.45	100	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	$ 93.00	$ 9,300
22.48	50	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	$ 114.00	$ 5,700
23.00	1	LS	Mobilization for Installation of New Manholes (Ea. WO)	$ 675.00	$ 675
23.04	3	EA	4' Dia. Manhole Under Alleyway, Up to 8' Deep	$ 5,000.00	$ 15,000
24.13	100	CY	Disposal of Lead Contaminated Soil	$ 5.00	$ 500
28.01	2	EA	Short Duration Traffic Control for Collector or Arterial	$ 840.00	$ 1,680
			Construction Subtotal		$ 1,116,811
			Performance and Payment Bonds (1.0%)		$ 11,168
			Construction Total		$ 1,127,979



PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2021-01

COUNCIL BILL NO. 2021-120 **ORDINANCE NO**

AN ORDINANCE approving a purchase order for One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00) with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; 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 a purchase order to Ace Pipe Cleaning, Inc., in the amount of One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00) for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project, a true and accurate copy of said Purchase Order being attached hereto and incorporated as "Exhibit "A," 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 purchase order described in Section 1 of this Ordinance for 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 exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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

_____, 2021 by a _____ vote.

ATTEST: _____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-120

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 2021-121 Work Authorization for the Wastewater Collection System Rehabilitation Toolbox Project

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
Exhibit Map; CB 2021-121 Ordinance; Work Authorization AMA-OC21-007

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Wastewater Collection System Rehabilitation Toolbox Project in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00).

BACKGROUND
Since 2013, AMA has played a vital role in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. On May 18, 2020, Council approved the previous Work Authorization (WA) with AMA for supporting City staff in the planning and construction administration of Ace Pipe Cleaning's last work order under the previous multi-year evaluation and rehabilitation contract. Additionally, AMA's previous WA contained scope and fees for bidding out the new 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System. (Council approved the first reading of this contract with Ace Pipe Cleaning on February 16th of this year.) Under this new WA, AMA will perform the same types of activities mentioned above, namely, planning, developing and managing collection system rehabilitation work under the new contract with Ace Pipe Cleaning. AMA will also supply information to City staff for periodic inflow-and infiltration reports to the State. Staff prepare three such reports each year, two pertaining specifically to removing inflow and infiltration (I&I) within the collection system, and one annual progress report pertaining to the City's Abatement Order on Consent (AOC). AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. The consultant's fees are within industry standards for design, bidding and construction administration services.

FUNDING SOURCE
These payments are included in the FY 2020-2021 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Rehab Toolbox Project Management - WO 2021-01	

WORK AUTHORIZATION NUMBER AMA-OC-021-007
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 Dated January 21, 2021.

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 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 of 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 keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Engineer in accordance with the terms set forth in *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 AMA-OC-021-007 exceed the sum of Ninety-Seven Thousand, Five Hundred Dollars ($97,500.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

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: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman

Title: First Vice President

Date: March 2, 2021

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC21-007 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the WW Collection System Rehabilitation Toolbox WO 2021-01)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2021-01 and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2021-01 but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If

more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Construction phase services for Work Order 2021-01 associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.6 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.7 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.2.9 Gather data, evaluate the operational capabilities of up to 2 lift stations within the City of Joplin collection system, and recommend improvements to said lift stations, as determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings

with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and

prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Engineering Services anticipated through a period ending July 31, 2022. Construction Services related to Ongoing "Toolbox" work anticipated through July 31, 2022.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number One to Exhibit A: “RATE SCHEDULE 2021, 2022, 2023”; with a total

compensation ceiling of $97,500, as set forth in Work Authorization Number **AMA-OC-21-007** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.5)	$40,500
Future Rehabilitation Project Planning and Development (Paragraph 1.1.3.1.4)	$29,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.6)	$12,000
Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.7)	$8,000
Resident Project Representation, as requested (Paragraph 1.1.3.1.8)	$8,000
Total Estimated Maximum Fee – All Standard and Additional Services	$97,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022 and 2023

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156	$162	$167
Technician III/GIS Specialist	$142	$147	$152
Technician III	$120	$124	$129
Technician II	$108	$111	$115
Technician I	$101	$105	$109
Two-Man GPS Survey Crew	$199	$206	$213
One-Man GPS Survey Crew	$156	$162	$167
Three-Man Survey Crew	$216	$224	$232
Two-Man Survey Crew	$172	$178	$184
Registered Land Surveyor II	$183	$190	$196
Registered Land Surveyor I	$161	$167	$173
Survey Crew Member	$82	$85	$88
Right of Way Specialist	$125	$130	$134
Project Representative III	$120	$124	$129
Project Representative II	$108	$111	$115
Project Representative I	$99	$103	$106
Secretary/Assistant	$82	$85	$88
Print Specialist	$82	$85	$88

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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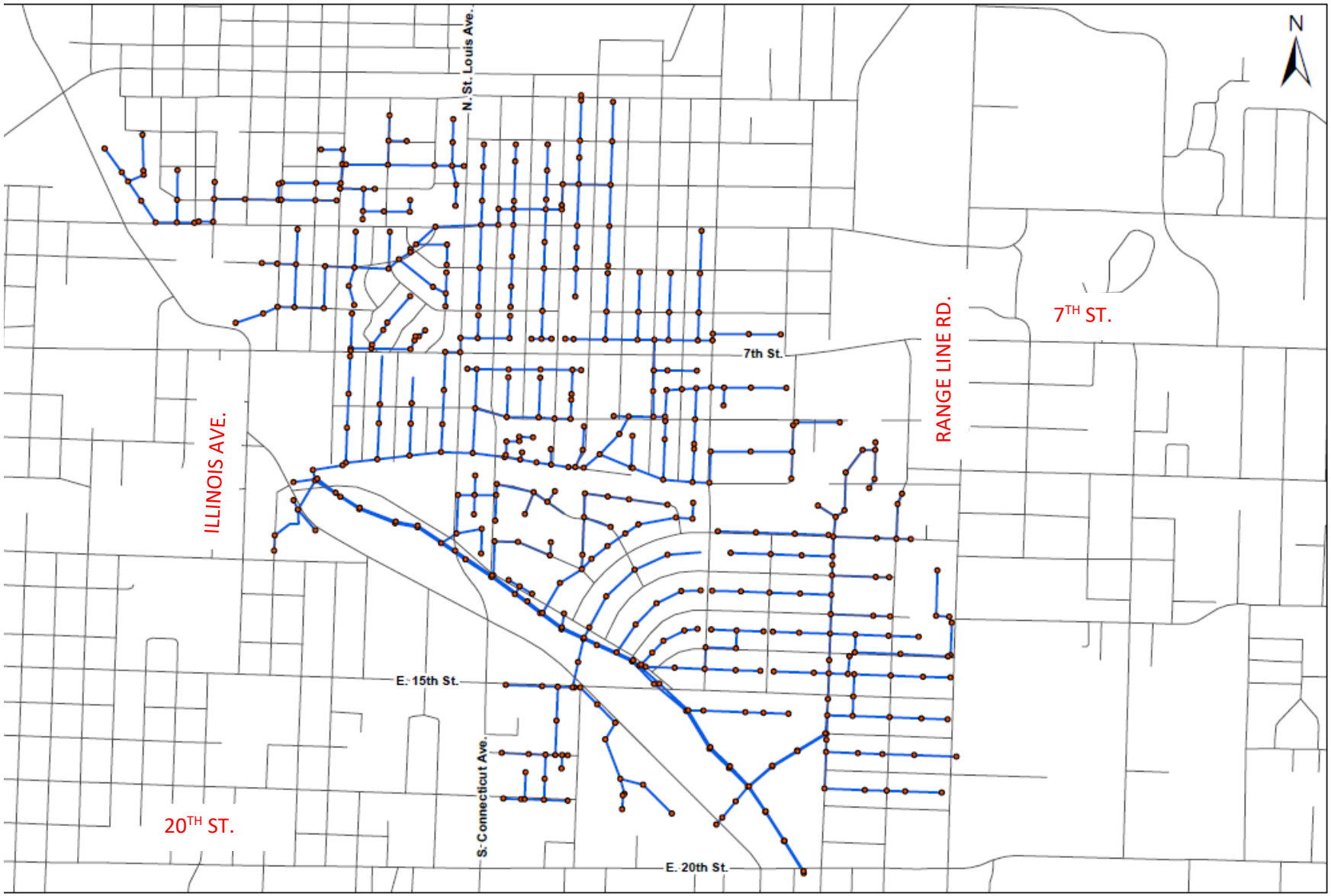
NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2



COUNCIL BILL EXHIBIT MAP – Eastmorland Basin

COUNCIL BILL NO. 2021-121 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00) for the Wastewater Collection System Rehabilitation Toolbox 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 work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00), a true and accurate copy of said work authorization 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 work authorization, or work authorization 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 work authorization, 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 Wastewater Funds.

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

_____, 2021 by a _____ vote.

ATTEST: _____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-121

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2021-404– approving a professional services agreement between The City of Joplin and UP Development Planning, LLC (Urban Partners) to conduct the 2021 Comprehensive Housing Market Analysis.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
March 15, 2021

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Urban Partners for professional services related to performing a comprehensive housing market analysis to better assess the current market conditions and future housing needs in the City of Joplin.

Six proposals were received as a result of a Request for Proposal (RFP) process. The consultant selection committee independently scored responses. The top two firms were interviewed and ranked based in responses and interviews. Based upon the selection committee recommendation, negotiation commenced on draft agreement and the mutually agreed upon draft is attached.

This agreement, for the amount of $39,732.00, with Urban Partners requires the firm to conduct the 2021 Comprehensive Housing Market Analysis to meet the scope of work outlined in the RFP in addition to the services proposed in Urban Partners' response to RFP which is attached to the agreement as Exhibit B. Work will commence no later than one week from the agreement date. Project completion will occur in the timeline submitted by respondent in the RFP of approximately 139 days, unless additional time is determined to be necessary and approved by the City.

BACKGROUND;
RFP was drafted and advertised with a scope of work in consideration of current and potential initiatives related to economic development, neighborhood improvement and health, as well as current and future housing market gap and affordability analysis. A steering committee will be assembled to assist in the final direction and input for the study at initiation and milestones in the process.

FUNDING SOURCE
This Council Bill provides exactly Thirty-Nine Thousand Seven Hundred Thirty Two Dollars and Zero Cents ($39,732.00) from HOME Investment Partnership Program Grant M20DC290209, with no additional costs to the City.

RECOMMENDATION

Staff recommends approval of this Council Bill.

ATTACHMENTS

CB 2021-404, Agreement

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and UP Development Planning, LLC, whose address is 123 S Broad Street, Suite 2042, Philadelphia, Pennsylvania 19109, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm to provide services to conduct a 2021 Comprehensive Housing Market Analysis for the City.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Consultant agrees to diligently perform in a professional and workmanlike manner, a Comprehensive Housing Market Analysis for the City of Joplin. The scope of the report will meet the requirements of the City, as outlined below, including, but not limited to, the following:

1. Describe the explicit methodology that will be used for determining all items listed in this scope of services. A description of any models or similar approaches upon which final recommendations will be made will be considered.

2. Quantify current housing market conditions for owner-occupied and rental market sectors, utilizing primary and secondary research methods including but not limited to: one-on-one interviews with primary sources (major employers, developers, builders, realtors, City staff), housing vacancies, wait lists, MLS data, prospect traffic levels, Census data, assessor's data, building permit data and other appropriate measures.

3. Develop population and household estimates & projections for each of the affected urban neighborhood or blockgroup. The results of other housing studies that were performed before and after the 2011 tornado will be provided by request. A comparative index of neighborhood health indicators to the extent of data available is encouraged.

4. Required to identify information on the number of units, rental rates, sale prices, accessibility, unit and home size, features and amenities of current housing stock. A substantial portion of the area's rental stock is non-conventional single-family conversion rental properties. Survey and analysis of non-conventional rental stock is strongly encouraged.

5. Determine reasonable rates of absorption for replacement housing programs including short-, mid-, and long-term housing demand estimates by income levels and price point of housing stock.

6. Identify the number of units that have been, or potentially will be, removed and not replaced.

7. Identify strategies, approaches, and recommendations for satisfying the identified housing needs.

8. Estimate the demand for rental and owned units based on income including recommendations on how which type of developments/programs can meet this demand.

9. Identify specific areas of the City to focus redevelopment and housing replacement efforts.

10. Identify general location (Census Block Group level detail at minimum) where new housing developments may be appropriate.

11. The Consultant shall provide professional quality deliverables in an electronic format, including the use of readable and useful charts, graphics and tables.

The above-mentioned Scope of Services shall also reference and require, at a minimum, the services proposed in attached January 17, 2021 Proposal: Comprehensive Housing Market Analysis Joplin, MO as submitted by Urban Partners and attached here to as Exhibit B.

ARTICLE II - AGREEMENT TIME

1. This Agreement becomes effective on the day and year last shown below. Work shall commence no later than one (1) week from the Agreement date, with the intent of completing the project within 139 days from this date, unless, with the agreement of both parties, additional time is determined necessary.

2. Both parties shall have the right to terminate this Agreement upon ten (10) days' prior written notice by Certified Mail, Return Receipt Requested, to the address mentioned above. Upon written termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE III - GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with HOME Investment Partnership (HOME) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnership Program (HOME)) including subpart H of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 92.352 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation,

FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

G. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

H. The Consultant shall prosecute the work in a diligent manner.

I. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

J. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

K. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

L. Possession of working papers, project reports, and other materials produced in connection with this Agreement shall be retained by the Consultant for at least five years beyond the date on which this agreement is fulfilled or otherwise terminated. Consultant shall provide copies for City of such records upon request. Consultant understands and agrees that the City of Joplin is a public governmental body as defined under Chapter 610, RSMo., and as such, any records in the possession of the City or the Consultant with regard to this contract may be open to the public. Consultant understands and agrees that City shall not be liable for the release of any such records as required by law. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability to Consultant. Consultant shall retain ownership in its databases, computer software and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services shall remain the property of Consultant to the extent provided by law.

M. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV - COSTS AND PAYMENTS

1. The City shall pay Consultant for completion of project for the professional fee of exactly:

$ 39,732.00 (Thirty Nine Thousand Seven Hundred Thirty Two dollars and zero cents)

2. The City reserves the right to exercise the option for a periodic update to the study according to the Consultant's proposal for the professional fee of exactly:

   $7,500.00 (Seven Thousand Five Hundred dollars and zero cents)

ARTICLE V – INVOICING AND PAYMENTS

1. The City shall pay the consultant as follows:

   a. The City shall make payment thirty (30) days after receipt of an invoice for work performed or materials supplied the previous month.

   b. With any invoice, the Consultant shall submit evidence satisfactory to the City that the goods or supplies have been delivered, or that the work has been completed. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.

   c. If for any reason the City makes a payment under this Agreement in error, the City may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.

2. 2. All payment will be submitted to the address below:

   Accounts Receivable
   UP Development Planning, LLC
   123 S. Broad Street, Suite 2042
   Philadelphia, PA 19109

3. Identify the check as – 2021 Joplin Comprehensive Housing Study

4. Consultant's invoices are due upon completion of work.

ARTICLE VI – STANDARD OF PERFORMANCE

1. The Consultant shall exercise the same degree of care, skill, and diligence in performing the services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the services.

2. Notwithstanding anything to the contrary herein, Consultant shall not be responsible for

the failure of any consultant, contractor, subcontractor, vendor or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to Owner or to comply with federal, state or local laws, regulations, and codes.

ARTICLE VII - INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and indemnify the City, its officers, agents and employees from and against any and all judgments for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, to the extent arising out of Consultant's negligence in the performance of services under this Agreement.

2. The Consultant shall maintain workers' compensation insurance as required by Missouri law, and shall maintain a policy of general liability insurance with combined limits of at least $1,000,000.00.

3. Consultant and City waive all rights against each other for damages covered by property insurance during and after the completion of the services.

ARTICLE VIII – GUARANTY OF FEDERAL WORK AUTHORIZATION PROGRAM

1. Consultant agrees that it is enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a (h) (3) and § RSMo 285.525, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin.

2. Consultant agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City.

3. Consultant agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Consultant does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. (Exhibit A)

4. Consultant agrees to hold harmless and indemnify the City for any liability due to Consultant's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

ARTICLE IX - MISCELLANEOUS

1. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the

United States District Court for the Western District of Missouri.

2. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

This Agreement may also be terminated for convenience by either the City or the Consultant, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

6. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

7. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

N. CERTIFICATES. In the event that City requests Consultant to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Consultant for review at least fifteen (15) days prior to the requested date of execution. Consultant shall not be required to execute any certificates or documents that in any way would, in Consultant's sole judgment: (a) increase Consultant's legal or contractual obligation or risks; (b) require knowledge, services or responsibilities beyond the scope of this

Agreement; or (c) result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain.

ARTICLE X - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Consultant and the City for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub recipient with respect to this Agreement.

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT

_____

Isaac Kwon
UP Development Planning, LLC
Principal

Date: _____

ATTEST:

_____

Name: _____

Title: _____

FOR THE CITY

_____

Troy Bolander,
Planning, Development & Neighborhood Services

Date: _____

ATTEST:

_____

Thomas Walters,
Planning, Development & Neighborhood Services

_____

Exhibit A

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Insert Name) and I am the _____(Insert Title) of _____ (Insert Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2021.

_____
Notary Public

My commission expires:

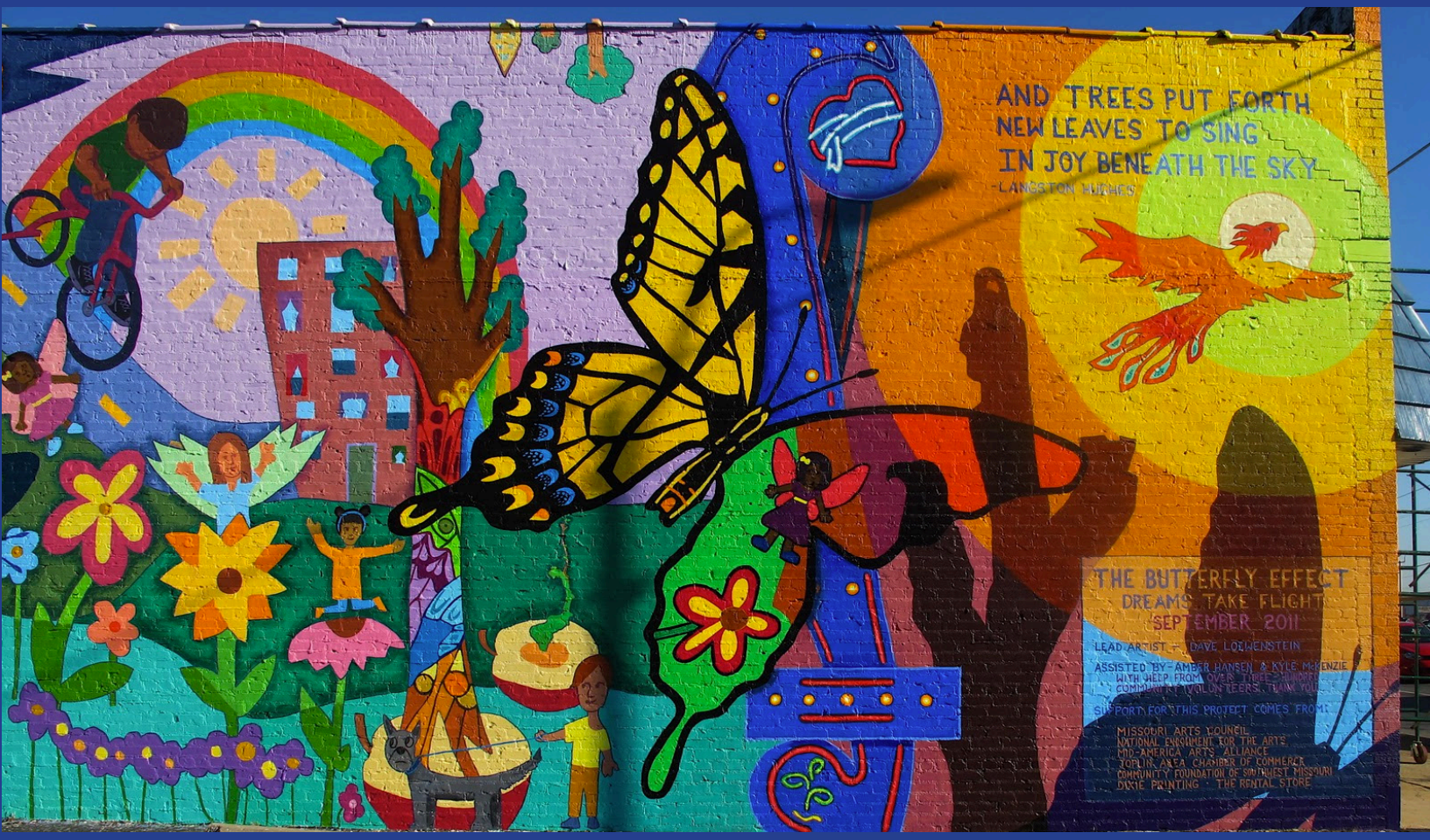
_____

Exhibit B

Proposal to Perform a Competitive Housing Market Analysis for Joplin, Missouri

CITY OF JOPLIN MISSOURI

Proposal: Comprehensive Housing Market Analysis
Joplin, MO



Proposed by:

URBAN PARTNERS

123 S. Broad Street, Suite 2042
Philadelphia, PA 19109
www.urbapartners.us
215-829-1901

February 8, 2021

Table of Contents

1.0 Cover Letter 2

2.0 Executive Summary 4

- Distinguishing Characteristics of the Urban Partners Team: 5

3.0 Company Background 6

- Staffing Plan 8

4.0 Company Prior Experience 10

- Relevant Experience & References 10

5.0 Scope of Services 11

6.0 Sample Report Document 19

7.0 Signature Page Form 20

8.0 Proposal Cost Summary Form 23

Appendix 1: Staff resumes 26

Appendix 2: Relevant Project Sheets 30

Appendix 3: Sample Study (Valparaiso Indiana Residential Market Analysis) 38

1.0 Cover Letter

Mr. Thomas Walters
Community Development Planner
Planning, Development & Neighborhood Services
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Comprehensive Housing Market Analysis

Dear Mr. Walters:

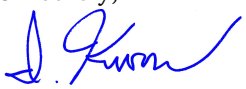
Urban Partners is pleased to submit the following proposal for the development of the Comprehensive Housing Market Analysis for the City of Joplin. Urban Partners is a Philadelphia-based community and economic development consulting practice with a 41-year track record of providing high quality services to our clients. The team members assembled for this project are leading national experts that have successfully completed numerous housing market analyses and planning initiatives in various communities that are similar in size and character as Joplin.

In the last decade, we've completed housing analyses for communities in Indiana (currently working in the City of Valparaiso), Ohio, Florida, Delaware, Kentucky, Georgia, Virginia, and Pennsylvania, and the desired outcomes of this project are very similar to the assignments recently completed by Urban Partners. But we are more than number crunchers—we also possess a wide range of planning, economic development, and real estate development experience, often bridging the gap between academic studies completed by public entities and the on-the-ground experience of the development community. Our team has the technical skills to assess and formulate strategies to attract different types of residential development (e.g., workforce housing, market-rate, income-restricted affordable, age-restricted senior housing, and others).

We are responsive to a community's needs and priorities and we structure, prepare, and design plans and studies accordingly. We strive to produce documents that people will want to pick up and read—reports that inspire people, help them think about their community in new ways, motivate them to participate, get them excited about the future of their community, and that are positioned for implementation.

Please let me know if you have any questions about the Urban Partners team or our approach to this project. I can be reached directly at (215) 829-1901 or ikwon@urbanpartners.us and I look forward to speaking with you.

Sincerely,



Isaac Kwon
Principal
Urban Partners

2.0 Executive Summary

Our understanding of this assignment is that the City of Joplin wishes to complete a data-driven study to help inform decision makers, stakeholders and community leaders a basis for formulating housing priorities, policy alternatives, and intervention strategies. Having successfully completed housing market analyses and planning initiatives in numerous communities throughout the country, Urban Partners understands the challenges of sustaining a vibrant housing market in a community comprised of varying local conditions and diverse sets of housing stock.

Seminal questions that the Housing Market Analysis will address include:

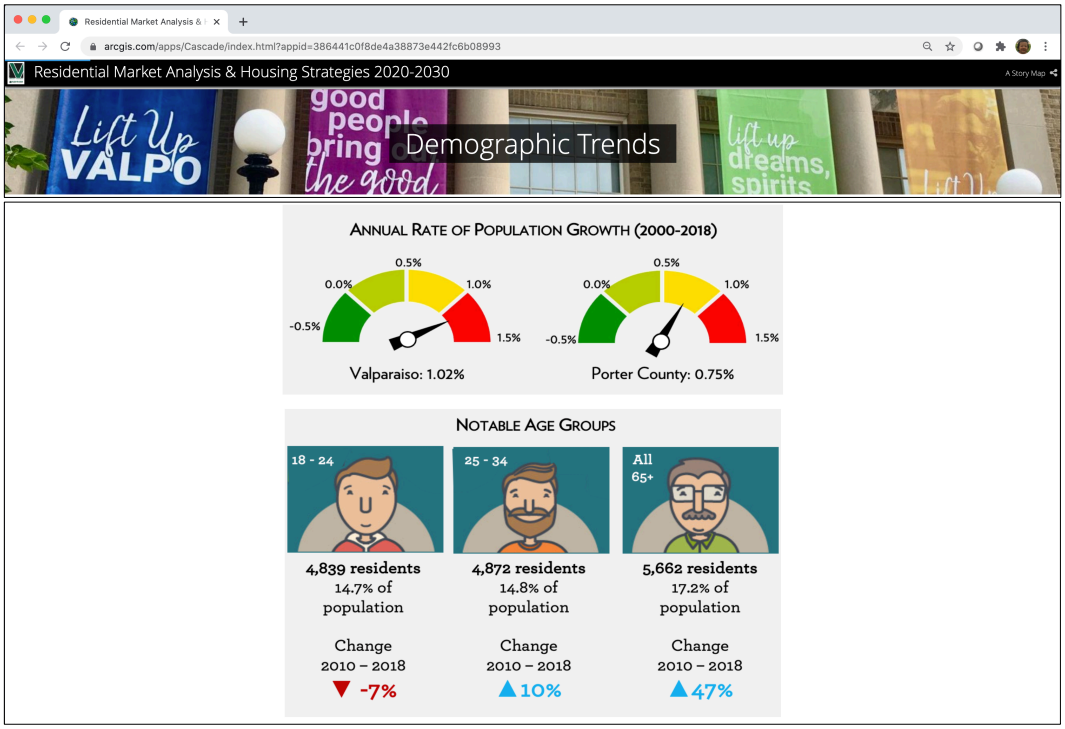
- What is the current status of post-tornado recovery of the housing stock, in terms of replacement of damaged homes and persistence of abandoned properties?
- Based on socio-demographic trends, as well as economic and population forecasts, what are Joplin's current and 20-year housing needs, broken into five-year increments?
- Based on the age and quality of current housing stock, what are cost-effective strategies to position established neighborhoods to compete with new construction in the local market? What strategies might be implemented to address identified deficiencies in the maintenance and repair of both owner-occupied and privately owned rental properties?
- Are there sufficient quantities of housing types that can support employers attract and recruit highly-qualified talent to the City?

Answering these questions based on real-time data and on-the-ground market conditions will provide an accurate snapshot of the City's housing market and help shape the policy discussions in the strategy recommendations portion. It is evident from the stated goals in the RFP that this study needs to go well beyond mere number crunching. We believe that it is absolutely crucial for the City of Joplin to hire a consultant team that has both the data management/analytical expertise as well as broad-based planning and economic development backgrounds from which we can skillfully craft the housing strategy recommendations. The Urban Partners team—

comprised of nationally regarded community/economic development specialists and housing market analysts—checks off all these boxes and will deliver high-quality results to the City of Joplin.

Distinguishing Characteristics of the Urban Partners Team:

- We have completed a vast array of market analysis and economic development strategies that go far beyond research and quantitative analysis—**our strategies serve as detailed blueprints for communities** to realistically consider their assets and opportunities for growth, to exploit their competitive advantages and to understand the required next steps involved in moving forward.
- We position our clients to **replicate our analytical methodology for future updates**. We do not assert trade secrets or proprietary techniques for housing market analyses. At the client's request, we can provide periodic updates of our analysis in a cost-effective manner.
- Each staff member mobilized for this study has decades of **public engagement experience,** often in under-resourced communities. We skillfully conduct public meetings and smaller focus groups; prepare resident surveys; and make presentations to council meetings, neighborhood groups, and housing/economic development entities.
- We pay careful attention in presenting technical information in ways that can be **easily understood by a diverse audience.** We believe that the Housing Market Analysis is first and foremost a public document, and therefore its "readability" should not be considered an afterthought. Urban Partners has also utilized project websites and *ESRI Story Maps* to present the report to the public.



ESRI Story Map prepared for the Valparaiso Residential Market Analysis & Housing Strategies (click link).

3.0 Company Background

Urban Partners is a national community and economic development consulting firm that assists public, private, and non-profit clients plan and implement feasible development and revitalization efforts. Since 1980, our attention to market and economic realities has helped clients complete an extensive portfolio of revitalization and development projects. Our work includes community-wide plans, district-based strategies, site specific assessments, and cultural/community facility feasibility. We provide sound real estate market analysis to identify the realm of alternatives and detailed fiscal/economic analysis to establish the long-term requirements of project development and sustainable operation.



Housing Market Analysis & Strategy

We prepare detailed analyses of housing markets that include supply and demand analysis, forecasting of future housing needs, incentive programs to provide unmet demand, and affordable housing needs analysis. Our work usually involves the engagement of community stakeholders in formulating housing priorities. We also assist specific housing developments in identifying target markets and planning production strategies.



Market Research/Feasibility Analysis

We create specialized economic development strategies for projects having complex development needs, including military bases, hospital complexes, and properties with significant environmental remediation needs. We undertake comprehensive studies, recommend viable development alternatives, identify economic/fiscal impacts of development schemes, and assist in securing developers and project financing.



Downtown & Commercial District Revitalization

We develop overall revitalization strategies for entire downtowns and commercial districts, create site-specific economic development strategies, and assist in the implementation of our recommendations. Our experience involves retail, office, residential, entertainment, lodging and cultural activities – as well as supportive uses such as parking, circulation, infrastructure and streetscape.



Community Planning & Municipal Assistance

We have a strong commitment to working with community development corporations, public agencies, and institutional partners on neighborhood revitalization issues. We create community master plans, identify specific projects, perform market and financial feasibility analysis, and structure the creative and workable financing strategies necessary to move complex urban development projects from conception to completion.



Cultural Heritage Economics

We assist cultural institutions, heritage areas, and recreational facilities in planning, financing, and implementing development projects and supportive programmatic activities that serve their mission and contribute to the tourism economy. We conduct economic impact analyses of cultural tourism activities that demonstrate the far-reaching impact of special exhibitions, festivals, and permanent arts, heritage and recreational programming on a region.



Smart Growth/Regional Planning

We are very active in transit-oriented development projects, cooperative regional planning efforts, and other smart growth initiatives that concentrate development in established urban areas, minimize sprawl development, and protect open space resources. Our services include policy tools such as transfer of development rights and other programs that facilitate implementation of sustainable development activities.

Staffing Plan

Each of the staff members featured below are available for the task hours required to complete this project in six (6) months assuming a start date of April 1, 2021.



Project Manager
Principal

- Isaac Kwon, Principal, will serve as Project Manager and will coordinate day-to-day activities of the project and be a point of contact for the City of Joplin. Isaac brings 20 years of experience in community/economic development and neighborhood-based planning. In the last several years, Isaac served as the project manager for most of the firm's recent housing market analyses, including the Citywide Comprehensive Housing Needs Study in St. Cloud, FL; Downtown Comprehensive Housing Needs Study in Cleveland, OH; Housing Demand Study in Lexington, KY; the Rental Housing Needs Assessment in Newark, DE; and numerous market analysis and economic development initiatives in Pennsylvania, New Jersey, Virginia, and Ohio.

  Prior to joining Urban Partners, Isaac served nearly a decade as a real estate developer for community-based development organizations in the City of Philadelphia. Isaac received his Bachelor of Arts degrees from the University of California, Los Angeles (UCLA) and is a graduate of the University of Pennsylvania with a master's degree in City and Regional Planning.



Supporting Staff
Principal

- Christopher A. Lankenau, AICP, Principal, will help manage this project and complete the analytical work alongside Isaac. Chris is an experienced city planner and economic development specialist having guided dozens of projects for the firm, including the Residential Market Analysis for the City of Valparaiso, IN (in progress). Other project management experience includes the Hagerstown City Center Plan, an economic development strategy for the East End of Pittsburgh, and a real estate market analysis/master plan for Downtown Erie. His current work focuses on community revitalization and economic development in both commercial and residential areas, including real estate market analysis, demographic analysis, and fiscal impact analysis, as well as economic feasibility analysis for adaptive use and new development projects. Chris also has experience in community outreach, transportation planning, and land use planning. Chris is a graduate of Michigan State University with a master's degree in Urban and Regional Planning.



Supporting Staff
Founding Partner

- James E. Hartling is a Founding Partner of Urban Partners and has served as partner-in-charge for most of the firm's downtown, neighborhood revitalization and economic development projects in Philadelphia, Hartford, Trenton, Camden, Pittsburgh, Baltimore, Cleveland, Miami, Newark and many other communities in the Mid-Atlantic and the Southeast. He has led the firm's efforts for the Hoboken, NJ Waterfront, the Piedmont Mall in Danville, VA; the Society Hill Sheraton Hotel and the Strawberry Square Shopping Center in Philadelphia. Jim served many years as a lecturer at the University of Pennsylvania, holds the position of

Vice Chairman of Entrepreneur Works, and serves on the advisory board of the Philadelphia Local Initiatives Support Corporation. Jim received his A.B. from Princeton University in Mathematics and his master's degree and predoctoral degree in planning from the University of California at Berkeley.

Please see **Appendix 1** for detail bios for each staff member shown above.

EXPERIENCED TEAM

The Urban Partners team members possess over 80 years of combined experience in stakeholder engagement working in communities with similar socio-economic characteristics as Joplin.

We provide multiple ways for residents and community stakeholders to learn about the project and provide valuable input.







4.0 Company Prior Experience

Relevant Experience & References

The following projects are similar housing study projects completed on-time and within the budget allocated by the Urban Partners team (see **Appendix 2** for detailed project sheets)

- Residential Market Analysis and Housing Strategy (Valparaiso, IN)
- Lexington Fayette County Housing Market Demand Study (Lexington, KY)
- Citywide Housing Study (St. Cloud, FL)
- Downtown Cleveland Housing Demand Analysis (Cleveland, OH)
- Rental Housing Needs Assessment (Newark, DE)
- PHFA Homeownership Choice Program Assessment (Harrisburg, PA)
- Mt. Washington 10-Year Housing Plan (Pittsburgh, PA)

Below is a list of references for work previously completed by Urban Partners:

1. **Beth Shrader**
   Director of Planning & Transit, City of Valparaiso
   (219) 462-1161 x 3331 • *bshrader@valpo.us*
   Project: **Residential Market Analysis and Housing Strategy** (in progress)

2. **Chris Woodall, AICP**
   Long Range Planning Manager
   Division of Planning, Lexington-Fayette Urban County Government
   (859)258-3231 • *cwoodall@lexingtonky.gov*
   Project: **Lexington-Fayette County Housing Demand Study**

3. **Michael Deemer**
   Executive Vice President, Downtown Cleveland Alliance
   (216) 736-7799 • *mdeemer@downtowncleveland.com*
   Project: **Downtown Cleveland Housing Study**

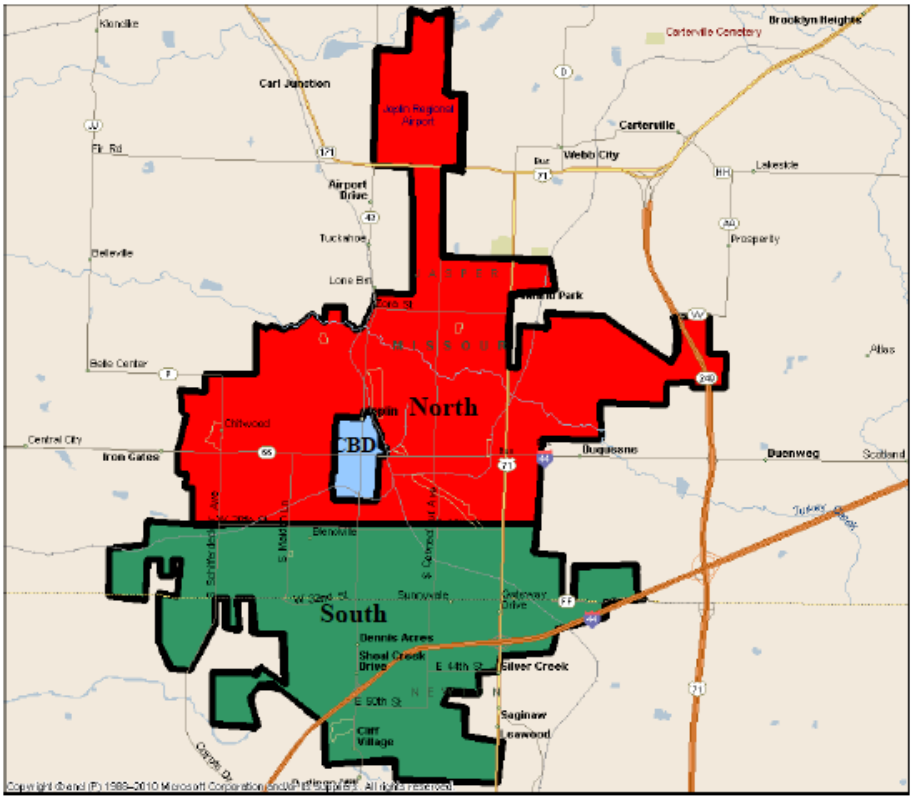
5.0 Scope of Services

Phase 1: Kick Off & Background Analysis

Task 1: Kick Off Meeting

We will hold a project initiation meeting with the Project Steering Committee convened by the City. The purpose of this meeting would be to: 1) confirm the project schedule for deliverables and meetings with the Project Steering Committee; 2) identify all pertinent data, documentation, and reports about the residential markets within Joplin; 3) identify key stakeholder interview list; 4) articulate individual and collective expectations; and 5) clarify issues of importance to Project Steering Committee members that should be considered in the execution of the project.

Defining the market Sub-Areas is another key discussion at this meeting. We will work with the City staff to finalize the Sub-Areas immediately following this meeting.



Potential Sub-Areas for the Housing Study

We will start with the subarea map from the previous study shown on the right and work with the City staff to adjust zone boundaries as necessary.

After establishing these Sub-Areas, we will ascertain and define a series of successively larger draw areas that are relevant in the context of the Study.

Task 2: Review Existing Plans and Documents

We will review previously completed comprehensive plans, neighborhood plans, market analyses, economic development and land use strategies to determine specific applicability to the current effort. Our review will identify pertinent information and their impact on this assignment.

Task 3: Demographic Trend Analysis

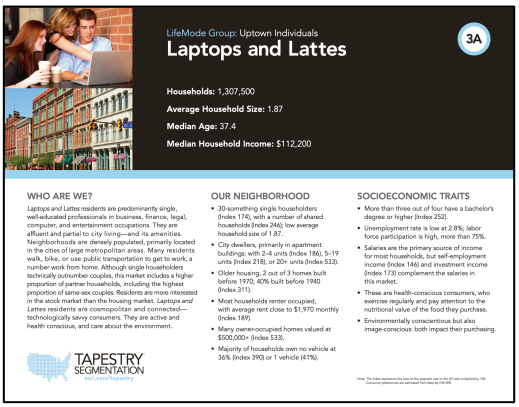
We will undertake a review and assessment of demographic trends and forecasts for the City. We will document regional, citywide, and Sub-Area-specific patterns in population, households, household composition, education, income/housing affordability, and housing occupancy/vacancy/tenure. The likely growth patterns will be analyzed based on population projections published by the Missouri Office of Administration, Division of Budget and Planning, and our own analysis of residential building permit data and future land use plans.

Additionally, we will purchase psychographic tapestry data from ESRI that will divide Joplin area consumers into sub-groups based on shared characteristics to explain and predict consumer behavior. This data will be helpful in identifying target groups and the depths of market demand for various types of housing.

ESRI Tapestry Segmentation

ESRI tapestry data is available for 14 "LifeMode" groups and additional segments in each LifeMode. Shown on the right are sample segment profiles in two of the LifeModes.





Task 4: Economic Trends Overview

We will examine current economic and business investment activity in the City, including emerging and/or declining industry sectors, migration and mobility characteristics, real estate pricing trends, etc. We will examine key employers, zones of concentrated jobs, and study the spatial mismatch of jobs and labor force that may currently exist. We anticipate that data sources for this analysis may include the U.S. Census Bureau (for Decennial Census, American Communities Survey, and Longitudinal Employer-Household Dynamics data), U.S. Bureau of Labor Statistics, Missouri Bureau of Labor Statistics, and any additional information provided by the City and members of the Project Steering Committee.

Task 5: Physical Conditions Analysis

We will conduct a physical conditions analysis for the housing stock in the City. We will use a combination of data sources and on-the-ground observations to determine areas of concern for blight and physical deterioration. Crucial to our analysis will be the City's code violation and blight determination records, along with a deep dive into the U.S. Census Bureau's vacancy reports.

According to the 2018 American Community Survey, 30% of Joplin's vacant properties are classified as "Other Vacant" which is inclusive of:

- Foreclosed properties.
- Units vacant due to the owners' preferences and/or personal situation (owner does not want to rent/sell, owner is staying with family, owner is in assisted living, etc.).
- Units vacant due to legal issues or disputes.
- Unoccupiable properties (abandoned/condemned).
- Units needing repairs before they can be sold or rented.
- Units used for storage of household furniture.

Additionally, the U.S. Department of Housing and Urban Development's Consolidated Housing Affordability Strategy (CHAS) dataset provides estimates of "housing problems" such as:

- Housing units that lack complete kitchen facilities
- Housing units that lack complete plumbing facilities

We will map these "other vacant" homes and units with "housing problems" at the Sub-Area levels and examine other relevant factors such as age of housing stock and median household income.

Task 6: Key Stakeholder Interviews

Using the contact information gathered from the Steering Committee, the Urban Partners team will conduct a series of interviews with Joplin real estate professionals and other key stakeholders—including civic organizations, major employers—to learn about their perspective on housing market and proposed initiatives or investments that could impact demand and employee retention efforts.

We are open to holding focus group meetings in groups of five or six persons, but we do not recommend large-format public meetings for this project. We are also amenable to gathering input from the general public with an online survey (we've successfully administered online residential preference surveys for numerous communities including Lexington, KY; St. Cloud, FL; Erie, PA; and Camden, NJ). A summary of comments will be produced upon the completion of the interviews.

Task 7: Steering Committee Meeting #2 (via Phone or Video Conference)

The Urban Partners team will facilitate a meeting with the Steering Committee to review the Existing Conditions Overview and to discuss the feedback received from stakeholders to date. To save time and costs for all parties involved, we propose to hold this meeting via phone or video conference.

Deliverables for Phase 1

- Summary of Existing Conditions and Preliminary Stakeholder Interview Results

***

Phase 2: Housing Market Profile

Task 8: Residential Market Analysis

Using the detailed parcel information provided by the City of Joplin, Urban Partners will perform a baseline analysis of all the residential units in the City by the following characteristics:

- Tenure
- Number of units in structure
- Year built
- Style/property class
- Size of living space, lot size
- Assessed value
- Last sale price/date
- Zoning designation
- Vacancy status

Rental Housing Market

Using a combination of census data and rental permit records that may be maintained by the City, we will perform a detailed analysis of the rental housing market for each of the Sub-Areas.

Rental Market Analysis Methodology:

1. *Develop a comprehensive inventory.*
2. *Perform detailed analysis of market segments by geography, including income-restricted homes.*

We will start with a comprehensive inventory of rental housing:

- Housing units by housing types (traditional multi-family, as well as non-conventional single-family rental conversions).
- Segmentation of rental housing into types:
  - Market rate units (i.e., non income-restricted, or subsidized), including homes in the workforce segment (affordable to households in the 80% to 120% of the Area Median Income)
  - Units restricted to low-to-moderate-income households (i.e., Low-Income Housing Tax Credit, HUD Multi-Family, Public Housing, Section 8 Vouchers).
  - Housing units designated for seniors at different levels of care.

Working with the inventory of rental homes, we will then complete the following:

- Analysis of market performance of all rental homes (asking rent, price per square foot, vacancy, features/amenities offered)

- Provide an analysis of the stock of assisted and market-rate affordable rental properties (also known as Naturally Occurring Affordable Housing, or NOAH) within the City.
- Provide an analysis of the distribution of current and planned affordable housing and identify geographic areas with a lack, or a concentration of, affordable housing, both assisted and unassisted (i.e., without subsidies).

Owner-Occupied Housing Market

Using the City property records as primary source of information, we will perform a detailed analysis of the owner-occupied housing market in each of the Sub-Areas.



For-Sale Market Analysis Methodology:

1. *Develop a comprehensive inventory.*
2. *Perform detailed analysis of sales transaction history by segment and geography.*
3. *Perform analysis of currently available homes for sale.*

We will start with a comprehensive inventory of owner-occupied housing:

- Housing units by housing types (single-family detached, single-family attached, and multi-family).
- Income-restricted home sales to low- and moderate-income households.
- Market-rate units affordable to low- and moderate-income households (also known as Naturally Occurring Affordable Housing, or NOAH).
- Housing units designated for seniors at different levels of care.

We will then complete the following transactional analysis for the for-sale market:

- Single-family and multi-family home sales (single-family detached, townhome, condominium, age-restricted, etc.).
- Number of sales per year and sub-market location.
- Median sale price and sale price per square foot.
- Foreclosures by location, observing any concentration by neighborhood.
- Average length on market based on Multiple Listing Service listing.
- Absorption rates, length of development for recently completed projects.
- Market locations that are under- and over-built.

Finally, we will complete the following analysis for the for-sale market:

- An analysis of for-sale units currently marketed, looking at current price point and geographic dispersion of sales by price point.
- An analysis of the new home market including data on housing types being built, sales by price point, inventory remaining in active subdivisions, and a price per square foot comparison of current offerings.

■ Task 9: Market Demand/Opportunities for Each Sub-Area

Before taking a deep-dive into market opportunities for each Sub-Area, we will determine the long-term growth prospects for the City of Joplin and Jasper and Newton Counties to consider the larger context in which housing demand in Joplin can be evaluated. Based on long-term projected growth for the City and the surrounding County/region—as well as national and local trends related to housing—we will determine the demand for housing for the City of Joplin for the next 20 years (detailed in five-year increments).

The following are important factors in determining the future housing demand:

- Population growth prospects for Jasper and Newton Counties and the Joplin MO Metropolitan Area.
- The likelihood of high-impact employers locating or expanding in the City of Joplin, particularly in the largest sectors of *Health Care & Social Assistance; Retail Trade;* and *Accommodation and Food Services.*
- The continued growth of work-from-home employment opportunities that may shift market demand toward communities with relatively low cost-of-living and high quality-of-life, including entertainment and outdoor recreation amenities.
- The changing age distribution, most importantly the growth of retired persons and the emergence of the Millennial Generation with vastly different housing preferences than previous cohorts.

Based on the above analysis, we will perform an evaluation of housing needs in the City of Joplin. This will include recommendations by housing type, size and location, and a discussion on which housing types are currently over-supplied/ undersupplied.

Example of Household Forecast

Detailed housing demand projection completed for the City of Valparaiso, 2020-2030.

	2020	2025	2030	Growth 2020-2030
All Households	**13,790**	**14,790**	**15,620**	**1,830**
15 to 34 Years	3,700	3,885	4,020	320
35 to 64 Years	6,600	6,730	6,970	370
65+ Years	3,490	4,175	4,630	1,140
All Owner-Occupied Housing	**8,020**	**8,650**	**9,175**	**1,155**
15 to 34 Years	1,065	1,120	1,160	95
35 to 64 Years	4,465	4,550	4,710	245
65+ Years	2,490	2,980	3,305	815
All Renter-Occupied Housing	**5,770**	**6,140**	**6,445**	**675**
15 to 34 Years	2,635	2,765	2,860	225
35 to 64 Years	2,135	2,180	2,260	125
65+ Years	1,000	1,195	1,325	325

Additionally, we will refer back to the ESRI Tapestry Segmentation data, as well as a deeper examination of the age of householder and tenure information for each of the Sub Areas, to produce a likely consumer/household profile. This analysis will provide a meaningful look into housing preferences for different types of homes (ownership vs rental, multi-family vs single-family, age restricted vs designed primarily for young working professionals, etc). We will also examine quality-of-life features such as shopping, dining, entertainment, and outdoor recreation offerings in each Sub-Area to the extent that they influence housing choice and market competitiveness.

We will summarize the capacity of the Sub-Area to absorb different types of housing at different price points for multiple household income ranges. We will provide an absorption forecast for a five-year period for each Sub-Area that quantifies segmentation by unit type and price point.

Task 10: Draft Housing Market Analysis Report

A compilation of analyses in Task 8 and Task 9 will be organized into a report form and delivered to the Project Steering Committee for review. As specified in the RFP, the report will detail the following draft recommendations:

- Reasonable rates of absorption for replacement housing programs including short-, mid-, and long-term housing demand estimates by income levels and price point of housing stock.
- Analysis of the lingering impact of the tornado damage; number of units that have been, or potentially will be, removed and not replaced.
- Estimate of the demand for rental and owned units based on income including recommendations on how which type of developments/programs can meet this demand.
- Specific areas of the City to focus redevelopment and housing replacement efforts.
- Identification of the general location (Census Block Group level detail at minimum) where new housing developments may be appropriate.

Additionally, we will produce a catalog of potential incentive programs and market intervention strategies to encourage the development of undersupplied housing. Working with the Steering Committee members and key stakeholders identified in Task 4, we anticipate the recommendations will address the following items:

- Range of strategies and programs to pursue for the development of necessary housing within the City, while maximizing the use of limited public funds.
- Increasing Joplin's suitability for market-rate housing that can attract and/or retain young working professionals and young families.
- Leveraging existing assets to spur new housing development, including transportation infrastructure, local talent pool, educational institutions and healthcare providers, tourism and recreational assets, etc.
- Strategies to address identified and perceived shortcomings of Joplin as it pertains to livability, marketability, and overall quality of life.

The report will be transmitted to the Committee Members electronically at least one week prior to the meeting.

Task 11: Steering Committee Meeting #3

The Urban Partners team will meet with the Project Steering Committee to review the Draft Housing Market Analysis Report prepared in Task 10. Feedback from the Steering Committee will be incorporated in the final version of the consolidated report.

Task 12: Final Report Preparation/Presentation

We will synthesize all deliverables into a single presentation of findings and recommendations at this stage. If desired by the City, we will prepare an easy to understand report/presentation for primary public release. In this version of the report, we will use infographics, graphs, illustrations, and maps to convey much of the detailed analyses, while laying out definitions of basic housing market terminologies for common basis of understanding.

Urban Partners will plan to make a video presentation via Zoom with the City's option to convene an in-person meeting for an additional fee.

Deliverables for Phase 2

- Housing Market Analysis Report

6.0 Sample Report Document

To demonstrate our team's range of analytical and writing skills, we are submitting for review the Residential Market Analysis for the City of Valparaiso, IN. Due to the length of the full report, we've attached the document at the very end of this proposal in Appendix 3.

7.0 Signature Page Form

Attachment A

THE CITY OF JOPLIN
REQUEST FOR PROPOSAL SUBMISSION FORM
RFP #

Company Urban Partners

Address 123 S. Broad Street, Suite 2042, Philadelphia, PA 19109

Contact Person Isaac Kwon

Telephone Number 215-829-1901

Email ikwon@urbanpartners.us

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 1st day of February.

BY:

Signature Date: February 1, 2021

Name (Printed): Isaac Kwon

Title: Principal

Signature: 

8.0 Proposal Cost Summary Form

The Urban Partners team cost proposal is based on this Staff / Task / Cost matrix that includes a breakdown of tasks, labor assignments and rates—with a not-to-exceed project cost of **$39,732**, with an optional fee of $7,500 for each update (at month 6 and month 12 after completing the initial study). The Proposal Cost Summary Form is attached on the following page.

	Task	Urban Partners		
		I. Kwon	C. Lankenau	J. Hartling
PHASE ONE: KICK OFF & BACKGROUND ANALYSIS				
1	Kick Off Meeting (Steering Committee MTG #1)	2	2	
2	Review Existing Plans and Documents	6		
3	Demographic Trend Analysis	8		
4	Economic Trends Overview	12	4	
5	Physical Conditions Analysis	12		
6	Key Stakeholder Interviews	12	8	
7	Steering Committee MTG #2 (via Phone/Video Conference)	4	2	
PHASE TWO: HOUSING MARKET PROFILE				
8	Residential Market Analysis			
	- Rental Market	2	24	
	- Owner-Occupied Market	24		
9	Market Demand/Opportunities for Each Sub-Area	20		8
10	Draft Housing Market Analysis Report	30	4	4
11	Steering Committee MTG #3	4	2	
12	Final Report Preparation/Presentation	20	4	
	Total Hours	156	50	12
	Hourly Rate	$172	$172	$225
	Labor Cost	$26,832	$8,600	$2,700
	Out-of-Pocket Expenses by Firm	$1,600		
	TOTAL LUMP SUM FEE (NOT TO EXCEED)	**$39,732**		

Attachment B

THE CITY OF JOPLIN
PROPOSAL COST SUMMARY FORM

The City is requesting two (2) prices. The first price is a lump sum price to create the initial market research analysis. The second price is a set fee to update the analysis at 6 months after the initial report and 1 year after the initial report. The second price should reflect a price per each update so that the City can determine whether or not to select one, both, or none of the update options. This decision to elect to have the initial study updated will be solely made by the City of Joplin. The City of Joplin does not guarantee that the contract will include any update options. Pricing is all-inclusive including all expenses (personnel, office rent, copy work, mileage, etc.). The City of Joplin will not pay any other expenses.

Description	Price
Lump sum price to create the initial market research analysis per the specifications provided in Section 4 (pages 5-6) of the Request for Proposal.	$ 39,732
Fee for Optional Update(s)	$ 7,500

Name of Company: Urban Partners

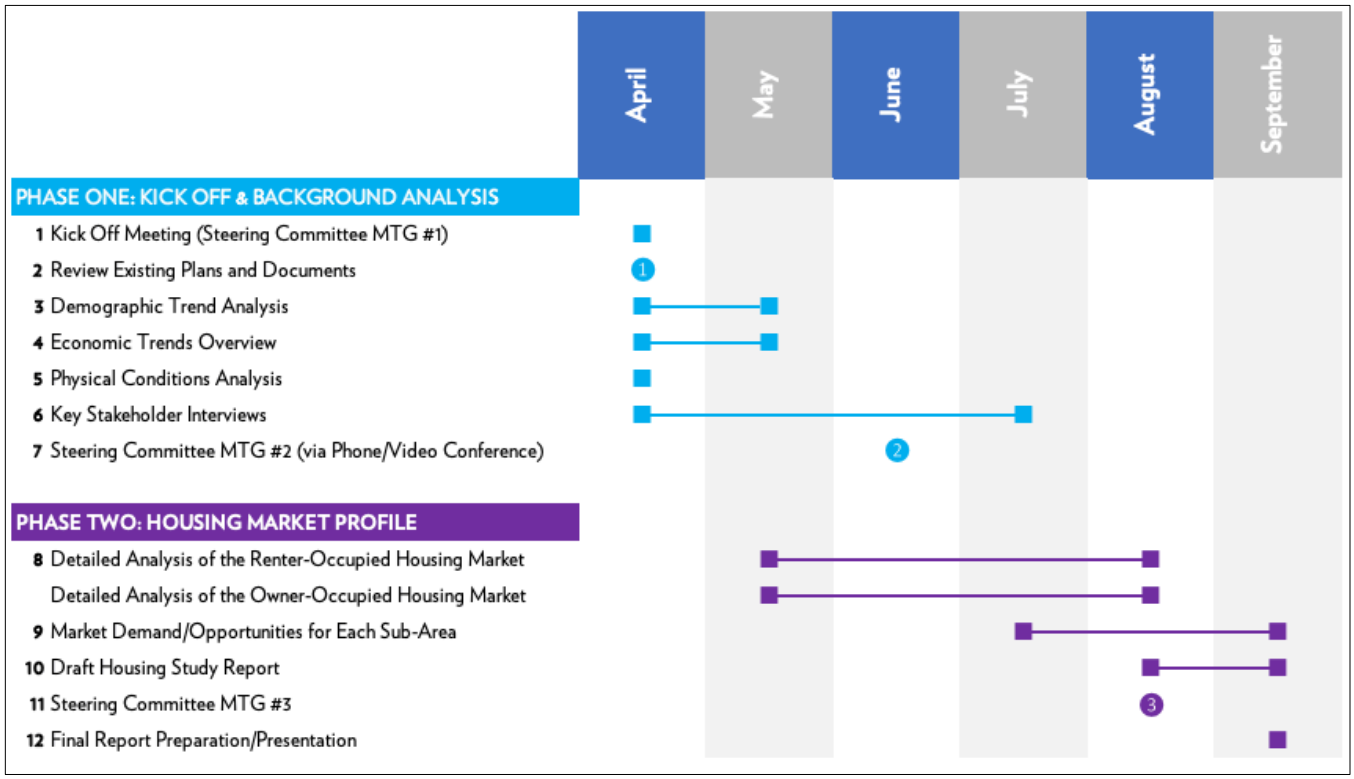
Name (Printed): Isaac Kwon

Signature: 

Date: February 1, 2021

PROPOSED SCHEDULE

The Urban Partners team is prepared to complete this assignment in a 6-month period. Shown below is our proposed schedule in relation to each phase based on the assumption that the project will kick off early-April. We estimate that a total of 218 task hours are necessary to complete this assignment. Based on the projection of our current commitments for the staff members proposed for this project, we have ample capacity to complete this assignment within 180 days and on-budget.



Work Schedule During COVID-19:

We believe that on-the-ground presence is an essential component of a successful market analysis project. Having said that, completing assignments during the COVID-19 pandemic era is presenting some unique challenges that are requiring flexibility on everyone's part.

While we anticipate that the majority of project tasks can proceed with no disruptions, COVID-19 will impact the execution of this study in two major ways: 1) in-person meetings and fieldwork may have to be delayed or switched to online format until social distancing orders are lifted; and 2) much of the housing market data during the pandemic (sale prices, home vacancies, rental rates, etc.) will be reflective of the temporary economic slowdown, not necessarily the stable market conditions. Working with the City, we will adjust our approach as necessary, monitoring local market conditions and COVID restrictions. We do not anticipate reaching post-COVID phase for housing market recovery until late 2021 at the earliest.

Appendix 1: Staff resumes

Attached are detailed resumes for Urban Partners team members.

- Isaac Kwon, Principal (Project Manager for this study)
- Chris Lankenau, AICP, Principal
- James Hartling, Founding Partner

Isaac Kwon

Principal



EDUCATION

University of Pennsylvania
Master's in City and Regional Planning

University of California, Los Angeles
Bachelor's in Geography
Bachelor's in Asian American Studies

MEMBERSHIPS & AFFILIATIONS

Calvary Center for Culture and Community, Board of Director

Community Design Collaborative, Volunteer Planner

CONTACT INFORMATION

123 S. Chestnut Street, Suite 2042
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http://www.urbanpartners.us

Isaac Kwon is a community and economic development consultant with more than 20 years of experience working in urban communities throughout the nation. Since joining Urban Partners in 2008, Isaac has managed a wide array of economic development projects for the firm, including downtown and commercial district revitalization strategies, neighborhood master plans, market analysis and feasibility studies, and economic impact analyses. Isaac has managed most of the firm's recent housing market analyses, for various communities in Delaware, Florida, Georgia, Indiana, Kentucky, Ohio, Pennsylvania, South Carolina, and Virginia. Isaac possesses the experience and skillsets to assess and formulate strategies to attract different types of housing development (e.g., workforce housing, market-rate, income-restricted affordable, age-restricted senior housing, and others).

Prior to joining Urban Partners, Isaac served as the real estate development director for three different community development corporations in Philadelphia. He was responsible for all facets of real estate development—including site acquisition, financing, design oversight, construction management and marketing. Isaac possesses extensive experience in urban neighborhood development and in packaging a variety of local, state and federal financing sources.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Residential Market Analysis and Strategy Plans

- Residential Market Analysis (Valparaiso, IN)
- Fayette County Housing Demand Study (Lexington, KY)
- Citywide Housing Study (St. Cloud, FL)
- Housing Needs Assessment (Newark, DE)
- Downtown Cleveland Housing Study (Cleveland, OH)
- Housing Authority Portfolio Assessment (Richmond, VA)
- PA Housing Finance Agency Assessment (Harrisburg, PA)
- SW Philadelphia Affordable Housing Strategy (Philadelphia, PA)

Commercial District/Downtown Revitalization

- Route 301 Chesterfield Market Study (Chesterfield, VA)
- Buford Hwy Economic Development Plan (Brookhaven, GA)
- Poinsett Corridor Market Analysis (Greenville, SC)
- Downtown Hammonton Market Analysis (Hammonton, NJ)
- Downtown Westport Master Plan (Westport, CT)
- Lower Frankford EPA Area Wide Plan (Philadelphia, PA)
- 52nd Street Commercial District (Philadelphia, PA)
- Greystone Hospital Redevelopment Feasibility (Parsippany, NJ)

Christopher Lankenau, AICP

Principal



EDUCATION

Michigan State University
Master's in Urban and Regional Planning

University of Vermont
Bachelor's in Geography

MEMBERSHIPS & AFFILIATIONS

American Planning Association

American Institute of Certified Planners (AICP)

Fairmount Community Development Corporation - Vice President, Board of Directors

CONTACT INFORMATION

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Christopher Lankenau, AICP, is a planner and economic development consultant with 25 years of professional experience. Since joining Urban Partners in 2006, Chris has managed a variety of projects ranging in scale from single sites to large master plans on behalf of municipalities, community development corporations, and non-profit organizations in several states. His current work focuses on community revitalization and economic development in both commercial and residential areas, including real estate market analysis, demographic analysis, and fiscal impact analysis, as well as economic feasibility analysis for adaptive use and new development projects. Chris also has experience in community outreach, transportation planning, and land use planning.

Prior to joining Urban Partners, Chris was a Senior Associate at the Pennsylvania Economy League, where he focused on community revitalization in Southeastern Pennsylvania's older core communities. Chris also has significant planning experience as a consultant with the Philadelphia firm of Kise Straw & Kolodner (now KSK Architects, Planners and Historians), where he managed a variety of planning projects with a particular focus on commercial district and community revitalization. Previously, Chris also held staff positions with county planning agencies, serving as planner for the Montgomery County Planning Commission (PA), as well as the Maryland National Capital Park and Planning Commission.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Commercial District/Downtown Revitalization

- Rejuvenating Urban Centers (Dutchess County, NJ)
- Englewood Downtown Master Plan (Englewood, NJ)
- Souderton Business Improvement District Feasibility Plan (Souderton, PA)
- Downtown Glassboro Arts and Entertainment District Plan (Glassboro, NJ)
- Hagerstown City Center Plan (Hagerstown, MD)
- Trenton 250 Master Plan (Trenton, NJ)
- Downtown Boyertown Vision & Action Plan (Boyertown, PA)
- Martinsburg Mills & Rail Corridor Revitalization Initiative (Martinsburg, WV)
- Downtown Etna Commercial Revitalization Analysis (Etna, PA)

Market Research/Feasibility Analysis

- Market Analysis for Downtown Erie (Erie, PA)
- Garrett Williamson Foundation Master Plan (Newtown Square, PA)
- Johnstown Train Station Reuse Study (Johnstown, PA)
- New Granada Theater Reuse Plan (Pittsburgh, PA)

James E. Hartling

Partner



EDUCATION

University of California at Berkeley
Master's in City Planning

Princeton University
Bachelor's in Mathematics

MEMBERSHIPS & AFFILIATIONS

Entrepreneurworks - Chairman, Board of Directors

Local Initiatives Support Coalition (LISC) Philadelphia – Advisory Board

Community Design Collaborative, Advisory Board

CONTACT INFORMATION

123 S. Chestnut Street, Suite 2042
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James Hartling has served as partner-in-charge for most of Urban Partners' economic development projects and has been responsible for examining the market feasibility of many large-scale development and redevelopment projects since the firm's inception in 1980. He has directed the firm's downtown revitalization efforts in numerous cities in the mid-Atlantic and East Coast, and has prepared and helped implement neighborhood housing and commercial revitalization strategies in both large cities and smaller communities. Additionally, he has directed the firm's work involving the planning and development of new village centers and transit-oriented developments, as well as significant participation in the establishment of transfer of development rights programs (TDR) in New Jersey and Pennsylvania. He has also completed numerous studies documenting the regional tax and employment impacts of major cultural institutions.

From 1977 to 1980, Jim administered $15 million annually of CDBG and EDA funds as Deputy Director for Economic Development of Philadelphia's Community Development program. Previously, Jim was on the faculty of the University of Texas teaching in both the graduate planning and public affairs programs. There he conducted research and training projects on economic and community development and human services delivery. He has also held staff positions with planning and development agencies in Texas, California, and New Jersey.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Downtown/Commercial District Revitalization

- Downtown Savannah Master Plan (Savannah, GA)
- Allentown Arts District Master Plan (Allentown, PA)
- Englewood Downtown Master Plan (Hagerstown, MD)
- Arts & Entertainment District Plan (Glassboro, NJ)
- Bridging the Busway Transit-Based Plan (Pittsburgh, PA)

Market Research/Feasibility Analysis

- Black Horse Pike Market Feasibility Study (Camden County, NJ)
- Buford Highway Improvement Plan (Brookhaven, GA)
- Poinsett Corridor Market Analysis/E.D. Plan (Greenville, SC)
- Union Township/Route 82 Corridor Study (Union Township, NJ)

Smart Growth/Transit Oriented Development

- Broad & Erie Community Development Plan (Philadelphia, PA)
- A Vision for Homewood and Point Breeze North (Pittsburgh, PA)
- Millbourne Station Area (Millbourne, PA)

Appendix 2: Relevant Project Sheets

The following are detailed project sheets of similar housing study projects completed on-time and within the budget allocated by the Urban Partners team.

- Residential Market Analysis and Housing Strategy (Valparaiso, IN)
- Lexington Fayette County Housing Market Demand Study (Lexington, KY)
- Citywide Housing Study (St. Cloud, FL)
- Downtown Cleveland Housing Demand Analysis (Cleveland, OH)
- Rental Housing Needs Assessment (Newark, DE)
- PHFA Homeownership Choice Program Assessment (Harrisburg, PA)
- Mt. Washington 10-Year Housing Plan (Pittsburgh, PA)

Project Profile:

Residential Market Analysis – Valparaiso, Indiana



The City of Valparaiso is located in Northwest Indiana, just one hour southeast of Chicago at the eastern edge of the metro area and approximately 15 miles south of Lake Michigan. Serving as the county seat of Porter County, Valparaiso is experiencing moderate and consistent growth particularly in the form of new residential subdivisions and infill housing developments. Valparaiso has a thriving and active downtown which is often noted as one of the community's greatest assets.

In 2019, the City retained Urban Partners to conduct a comprehensive residential market analysis. In addition to analyzing the supply-and-demand dynamics of Valparaiso's housing market, Urban Partners will assist the city formulate policies to address housing diversity, affordability, future land use, and improvements to overall quality of life for all residents of Valparaiso.

Location:
Valparaiso, IN

Client:
City of Valparaiso

Completion Date:
2020

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Housing Policy Recommendation
- Stakeholder Engagement
- Public Presentation

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Project Profile:

Lexington Fayette County Housing Market Demand Study



Urban Partners has completed work on a Housing Market Demand Study for Fayette County, KY. We coordinated with a partnership of civic and private organizations, including the Fayette County Division of Planning, the Lexington Fayette County Property Valuation Administrator, the Lexington Downtown Development Authority, the Lexington Bluegrass Association of Realtors, the Building Industry Association of Central Kentucky, and the Fayette Alliance Foundation.

This study identified mid-term (10 year) housing demand in the county based upon recent building and sales patterns, existing housing stock, and demographic projections, while highlighting issues demanding special attention to ensure Lexington's housing market matches the needs of current and future residents. Working with the steering committee, Urban Partners quantified the incremental housing demand, segmented by housing typology and tenure. This study will help inform the City's future housing development strategy, which will consider factors involved in responding to the various components of demand described in the study.

Location:
Lexington, KY

Client:
Lexington Fayette Urban-County Government

Completion Date:
2017

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Town-and-Gown Community Planning
- Housing Policy Recommendation
- Public Presentation

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Project Profile:

Citywide Housing Study

Location:
St. Cloud, FL

Client:
City of St. Cloud

Completion Date:
2019

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Strategically located in a rapidly growing county—and endowed with comparatively low cost vacant and developable land—the City of St. Cloud has grown exponentially in the past several decades. From 2000 to 2018, St. Cloud has added 33,000 new residents which is equivalent to a staggering 165% growth during that period.

Thus far, St. Cloud has grown as a bedroom community where most of its employed residents work elsewhere. Though this is not an atypical narrative for smaller cities, the residents of St. Cloud aspire for a livable, vibrant live-work-play community. The seminal questions for the Housing Study were:

- What are the housing needs for the city for the next 20 years based on projected and desired growth?
- What types of homes are needed (e.g., tenure, size, density, targeted age and household income, etc.)?
- How can these market opportunities be optimally matched up to the desired character of various neighborhoods?

The results of this study, which will be completed in the Summer of 2019, will provide the City of St. Cloud a meaningful sense of the housing market to formulate housing priorities and growth management strategies.

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Housing Policy Recommendation
- Stakeholder Engagement
- Public Presentation



Project Profile:

Downtown Cleveland Housing Demand Analysis

Location:
Cleveland, OH

Client:
Downtown Cleveland Alliance

Completion Date:
2018

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Downtown Cleveland, after many decades of population loss, is currently undergoing a major renaissance supported by a robust housing market. In 2018, the Downtown Cleveland Alliance (DCA) retained Urban Partners to complete a Comprehensive Housing Demand Analysis for Downtown Cleveland (comprised of the Flats, Warehouse District, Gateway District, Playhouse Square, Nine-Twelve District, and Campus District) and the surrounding neighborhoods (including Detroit Shoreway, Ohio City, Tremont, Midtown, St. Clair Superior, and Central).

The results of this study, which was published in the fall of 2018 detailed future housing needs, as well as a recommended housing type mix, such as rental/homeownership, condos, townhomes, age restricted housing, income-restricted housing, etc. Additionally, Urban Partners recommended a set of goals that pertain to housing policy and potential toolkits to promote a healthy and balanced housing market that expands and preserves housing opportunities for all residents.

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Economic Trend Analysis
- Housing Policy Recommendation
- Stakeholder Engagement
- Public Presentation

Project Profile:

Rental Housing Needs Assessment

Location:
Newark, DE

Client:
City of Newark

Completion Date:
2017

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Over the recent years, the University of Delaware has experienced significant growth in off-campus student population, and the City has experienced related community impacts associated with this growth. In a city of 32,000 residents and roughly 14,500 rental households, an estimated 10,700 of the renters are UD students living off campus.

Urban Partners was retained by the City of Newark to conduct a detailed analysis of the supply and demand of rental housing, including the review of historical and current data, and projections based on city and University of Delaware population growth, zoning designations, and economic development for the next twenty-five years.

Additionally, our analysis included: i) comprehensive evaluation of rental housing needs in Newark, including recommendations by housing type, size and location; and ii) an assessment of the current homeowner assistance programs, single family occupancy and maintenance controls, and strategies as a tool to balance the impacts associated with off campus student rental housing growth.

Key services performed

- Housing Demand Analysis
- Town-and-Gown Community Planning
- Housing Policy Recommendation
- Public Presentation



Project Profile:

PHFA Homeownership Choice Program Assessment



The Homeownership Choice programs offered by the Pennsylvania Housing Finance Agency (PHFA) from 2000-2008 provided funding for the development of a range of single-family homeownership projects and the rehabilitation of residential units in mixed-use developments; program funds were awarded competitively for real estate development projects in urban neighborhoods and core communities throughout the Commonwealth.

In 2014, Urban Partners was part of a consultant team consisting of housing and community development experts that evaluated the program's community impacts, strengths and limitations, and the demand for similar financing program in the current housing market. The evaluation was funded through a grant from the Heinz Foundation.

In addition to the overall assessment of the program in terms of private dollars leveraged for every dollar of PHFA funds and the total number of units constructed, the consultant team chose ten projects for closer examination. From these case studies, the anecdotal evidence of the program's effects on the local housing market was examined. Key lessons from the program and the framework for a new initiative was prepared by the consultant team for PHFA to review and consider.

Key services performed

- Housing Policy Analysis & Recommendation
- Stakeholder Engagement
- Public Presentation

Location:
Harrisburg, PA

Client:
Heinz Endowment,
Pennsylvania Housing
Finance Agency

Collaborators:
Urban Ventures,
Wilson Associates

Completion Date:
2014

URBAN PARTNERS
123 S. Broad Street
Suite 2042
Philadelphia, PA
215.829.1901
www.urbanpartners.us

Project Profile:

Mt. Washington 10-Year Neighborhood Housing Plan



The ten-year neighborhood housing strategy was commissioned by the Mount Washington Community Development Corporation (MWCDC) to provide a comprehensive, data-driven housing program for the Mount Washington and Duquesne Heights (MW/DH) neighborhoods to guide and prioritize the future expenditure of human and financial resources.

Urban Partners worked with SfSP to conduct a careful study of existing demographic and market conditions of MW/DH to develop a baseline understanding of the study area. This analysis revealed very diverse housing conditions and market dynamics across the neighborhood, impacted by topography, views, housing stock, parking, and traffic volume. This variety led to the identification of 12 micro-neighborhoods that each received its own analysis and set of strategies.

The strategies proposed in the Plan were intended for MWCDC to undertake over the next ten years. Four general categories of initiatives were developed to help guide neighborhood housing development and revitalization: housing stock quality, options and affordability, marketing and identity, and amenities and quality of life. A series of recommended initiatives were developed within each category tailored for each micro-neighborhood throughout MW/DH. An implementation matrix was also provided that prioritized the specific initiatives and included a suggested list of potential funding sources for advancing each of the strategies.

Location:
Pittsburgh, PA

Client:
Mount Washington CDC

Collaborators:
Studio for Spatial Practice

Completion Date:
2010

Key services performed

- Housing Market Analysis
- Housing Development Strategy
- Implementation Strategies

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Community Development
602 South Main Street
Joplin, Missouri 64801
Phone (417) 624-0820 Ext. 539
Fax (417) 624-4620

Consultant Selection Committee
2021 Comprehensive Housing Study
Results and Recommendation
2/16/2021 Updated: 2/26/2021

Urban Partners Interview and Presentation scored highest on average and they are recommended for selection. Selection committee was reduced in number to only include committee members present for both presentations. Interviews were conducted for the two highest scores from the Selection Committee as all other responses scored significantly lower. The Consultants interviewed were Urban Partners and Bowen NR.

Urban Partner's Response to proposal scored highest on average after review by the selection committee. The response was second lowest bid, but all members of the committee scored the response highest on methodology and responsiveness to the RFP.

Interview Scores:
Urban Partners – 19.5
Bowen NR – 18.5

Synthesis of Committee deliberations:
Bowen arguably demonstrated the highest technical ability for analysis and demonstrated a clear understanding of the scope of the proposal. However, Urban Partners demonstrated an understanding of creating final product including analysis and recommendations of technical information in a manner accessible for the public, multiple stakeholders and officials that is arguably superior.

Consultant Interview Scores:

Bid Tabulation:

RDG:	$45,000.00
WES, LLC:	$49,985.00
Bowen NR:	$35,000.00
Thomas Miller	$48,500.00
Urban Partners	$39,732.00
Baker Tilly	$52,000.00

Estimated Cost for RFP deliverables requested: $40,000.00

No record of exclusions on sam.gov for all respondents.

Scoring:

	PH	TW	KS	Score
Bowen	96	91	87	91.3
Urban Partners	94	88	93	91.7
RDG	73	80	70	74.3
Thomas Miller	70	77	74	73.7
WES	66	46	69	60.3
Baker Tilly	55	54	53	54.0

Synthesis of Consultant Selection Committee discussion:

RDG:

RDG Planning and Design has and emphasis on presentation that exceeds the requirement of the RFP. The committee discussion noted that the high quality presentation of work samples is likely a strong contributor to the cost associated with the response. However, the proposed work and review of work sample clearly demonstrates that the intended product to be delivered clearly exceeds the housing analysis and recommendations requested and the firm regularly provides a product much more similar to a housing plan, data driven and generated with significant community stakeholder input. Selection committee was familiar of the firm's staff and previous work.

WES, LLC:

Western Economic Services, LLC is the most analytical and data driven firm of the respondents. While they may have the highest ability to identify needs in a data driven process, work samples were very formulaic and recommendations rather weak. Consistently recommendations would be as simples as "Use CPD CDBG and HOME funds to build more affordable housing." This appears to be due to their methodology and experience. The company staff were part of creating the regulatory framework for the Housing and Urban Development Analysis of Impediments. Reviewing work samples WES, LLC seems to regularly deliver to clients a thorough Analysis of Impediments to identify gaps, racial inequities in the housing market and other requirements for the HUD required study. The firm emphasized their roles in helping jurisdictions creating Consolidated Plans which the Analysis of Impediments is a component in drafting.

The Response from WES, LLC suggests they intend to deliver a similar product in response to the RFP and do not fully grasp the purpose of the Housing Study requested. Fee for optional updates was unreasonable, $39,405.00 the same as the study.

Bowen:

Bowen National Research's response was the lowest cost and briefest in detail. The committee discussed that the lack of detail was likely due to Bowen having previously been hired by the City and therefore assumes the City is familiar with their product, as well as the RFP articulated that Bowen has previously work for the City but other clients in the area resulting in a dataset already largely created assisting them in their research and keeping cost low. The extend of the response was half a page and rather general. The previous Housing Study created by Bowen for the City was satisfactory, and the response satisfies the RFP but normally. Based on the response the committee assumed the final product would be nearly identical to the last Housing Study.

Urban Partners:

Response was very presentable and easily interpreted. Clearly took consideration to specifics in the RFP and therefore it is believed would have much more customized thought into research design as compared to other respondents. Clearly had completed preliminary research into our area for designing the study. Reasonable cost and timeline relative to other respondents.

Thomas Miller:

Strong on recommendations in work samples. All around strong response except for preference for all virtual consultation and surveys. Price point above expected.

Baker Tilly:

High cost and not well organized. Response to scope of project very limited compared to the rest of the RFP response.

COUNCIL BILL NO. 2021-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the UP Development Planning, LLC that pertains to 2020 HOME Investment Partnership grant funds.

WHEREAS, the City of Joplin and UP Development Planning, LLC, are desirous of entering into an agreement whereby Urban Partners will conduct the 2021 Comprehensive Housing Study.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and UP Development Planning, LLC is entered into that describes the expenditure of 2020 HOME funds exactly in an amount of Thirty Nine Thousand Seven Hundred Thirty Two Dollars and Zero Cents ($39,732.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2021-600. This Council Bill approves the agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024.

MEETING DATE:

Monday, March 15, 2021.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

A portion of the CVB's annual budget is dedicated for the management of the VisitJoplinMO.com website to promote Joplin as a tourism destination. In FY2021, the budget includes a complete redesign of the website (the current website has existed since July 2016). The continued hosting of this website through FY2024 is also included.

This agreement is for Tempest to provide the design-to-launch services necessary for a new VisitJoplinMO.com website for Fifty-Nine Thousand dollars ($59,000) and hosting the website for Three Thousand Six Hundred dollars ($3,600, $1,200 per year) through FY2024.

Tempest was selected through the City's bid process. 28 bids were received with design prices ranging from $10,000 to $296,940.

Since 2014, the CVB has used Tempest CRM (Customer Relationship Management) software. A website able to support and interact with this software was part of the selection criteria. This merger of website operations and CRM software will support the management of the VisitJoplinMO.com content, updates, guest requests, and activity tracking.

BACKGROUND:

VisitJoplinMO.com is the official website of the Joplin Convention & Visitors Bureau, the tourism arm of the City of Joplin.

The importance of an up-to date, robust CVB/DMO (Destination Marketing Organization) website is supported by the following findings from a recent study on DMO website use by Destination Analysts, Inc.:

- DMO websites are seen as valuable, averaging a score of 7.9 on an 11-point scale.

- On average, over two-thirds (68.3%) of a DMO's nonresident site traffic is comprised of upcoming or potential visitors to the community they represent.
- With a focus on tourism recovery, local businesses are turning to the DMO not only for content to promote tourism to their community, but advocacy and information related to supporting local businesses. Residents are most commonly coming to DMO websites looking for ideas, activities, and things to do while practicing social distancing and researching activities for themselves and/or local family and friends: information which encourages economic activity.
- Amongst professional segments who access DMO websites for work purposes—meeting planners, travel trade and media/journalists—travel trade gave the DMO the highest ratings for importance and value. In total, 85.5 percent consider it important that the DMO offer the information available on the site and gave the DMO website an average value rating of 8.5 on an 11-point value scale.
- Media/journalists, another professional segment that represents potential economic generation for destinations, use DMO websites in search of media-related content. Story ideas and information on what's new in the destination are content types that media/journalists most commonly look for on these sites. These, along with photos and videos, could very well contribute to a destination's earned media coverage and ultimately influence incremental visitation.

A diverse set of people use the communication assets CVB/DMOs maintain, including their official websites—from those that represent significant economic generation potential like travelers, meeting planners, the travel trade and media, to those that foster the heart of the community, like local businesses and active residents. A strong tourism website must provide clear, easy to understand content, inviting images and videos, and details such as maps and itineraries.

Web-based tourism information covers four major aspects:

Destination Attractions and Activities

- Area attractions, calendar of events, history, and must-see sites

Accommodations (Lodging)

- Hotels and motels, recreational camping, RVs, B&B, Airbnb

Restaurants (Food)

- Mom & Pop establishments, local flavors, and popular brands

What to do

- Tailor-designed itineraries, local blogs, and features of local experiences

In the last year, covid-19 information, responses, and resources for a destination have become top of mind for travel planners from all segments. CVB/DMOs have adapted to offer this information as key component to a website, in addition to the traditional information offerings stated above.

In addition to leisure travelers, VisitJoplinMO.com serves as a resource for meeting planners and group tour operators. The current website is limited in how information on meeting and dining spaces, group activities, transportation offerings, and CVB services are presented. There is not a way to deliver a complete package to potential clients in this arena. The proposed new website will allow the Director of Sales to create a more compelling overview of Joplin's offerings for these types of services.

Since the 2016 launch of the exiting website, technology advancements and design qualities of tourism websites has changed. In addition to graphic aspects and quality, more options exist in the "back office" portion of the website to assist staff with keeping the content and images robust, current, and relevant. Video is a necessary component of today's websites, which the current site does not have that capability.

In the last year, the CVB has learned how quickly things can change. Many of Joplin's local businesses that are of interest to visitors changed their operations or closed their doors. VisitJoplinMO.com must be able to quickly pivot to reflect these changes and deliver the most up-to-date information to visitors. The current website uses multi-step functions to add new information or change existing information, and it is not optimal for the culture we now live in due to the covid-19 pandemic.

FUNDING SOURCE:

The VisitJoplinMO.com website management and hosting is included in the CVB's FY2021 annual budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

ATTACHMENTS:

Council Bill No. 2020-600

Tempest Website design-to-launch agreement

Tempest MSA hosting agreement

2021-RFP-02

2021-RFP-02 Tabulations

2021-RFP-02 Score Sheet

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2021-RFP-02 BID ITEM DESCRIPTION: CVB Website design to launch, and 3 year hosting

BID OPENING DEADLINE: December 29, 2020 @ NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** January 4, 2021 @ 9:00 a.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
1	**Guru Marketing** **311 Virginia Ave** **Joplin, MO 64801**	December 4, 2020	Kate DeGraff kate@kmguru.com	408.766.4878		Design to Launch Annual Hosting 3 year Total	$ 12,000 $ 1,200 $ 15,600
	Notes: 1 copy received.						
2	**Mostly Serious** **4064 S. Lone Pine** **Springfield, MO 65804**	December 23, 2020	Dalton Fischer dalton@mostlyserious.io	417.248.1444		Design to Launch Annual Hosting 3 year Total	$134,680 ?? $134,680
	Notes: 4 copies received. POC not clearly identified. Mostlyserious.io. $101,180 to $134,680.						
3	**Blue Symphony LLC** **571 E. 63rd Street #313** **Kansas City, MO 64110**	December 23, 2020	Sherry Lumpkins sherry@bluesymphony.com	816.260.8385		Design to Launch Annual Hosting 3 year Total	$106,470 $ 6,000 $124,470
	Notes: 4 copies received.						
4	**North South 804** **5412 Glenside Drive, Suite F** **Richmond, VA 23228**	December 23, 2020	Nick Jones njones@ns804.com	804.381.4877		Design to Launch Annual Hosting 3 year Total	$113,851 $ - $113,851
	Notes: 4 copies received.						
5	**Madden Media** **345 E. Toole Avenue** **Tucson, AZ 85701**	December 23, 2020	Kim Thompson kthompson@maddenmedia.com	816.873.1276		Design to Launch Annual Hosting 3 year Total	$ 52,340 $ 6,240 $ 71,060
	Notes: 4 copies received. Maddenmedia.com						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

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6	**Louder Design** **8412 Spence Court** **North Richland Hills, TX 76182**	December 23, 2020	Sulen Subramaniam sulen@louderdesign.com	817.350.4647		Design to Launch Annual Hosting 3 year Total	$ 35,000 $ 7,200 $ 56,600
	Notes: 4 copies received.						
7	**Tempest** **30 South 15th Street, Suite 1001** **Philadelphia, PA 19102**	December 24, 2020	Derek Mogar derek.mogar@tempest.im	800.274.8774 x 713		Design to Launch Annual Hosting 3 year Total	$ 59,000 $ 3,200 $ 68,600
	Notes: 4 copies received. $13,000 for Craft3 platfom.						
8	**Argusoft America, Inc.** **35463 Dumbarton Court** **Newark, CA 94560**	December 24, 2020	Ram Gopalan ramgopalan@argusoft.com	510.435.0567		Design to Launch Annual Hosting 3 year Total	$ 45,000 $ 5,000 $ 60,000
	Notes: 4 copies received.						
9	**Development Counselors International** **2420 17th Street, Suite 200** **Denver, CO 80202**	December 24, 2020	Susan Brake susan.brake@aboutdci.com	859.445.1671		Design to Launch Annual Hosting 3 year Total	$ 101,354 ?? $ 101,354
	Notes: 4 copies received.						
10	**The Zimmerman Agency** **1821 Miccosukee Commons Drive** **Tallahassee, FL 32308**	December 24, 2020	Curtis Zimmerman curtis@zimmerman.com	850.668.2222		Design to Launch Annual Hosting 3 year Total	$ 64,750 $ 8,400 $ 89,950
	Notes: 4 copies received.						

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	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
11	**Intellicept** **6 Moyse Place, Suite 101** **Edison, NJ 08820**	December 24, 2020	Anurag Varshney management@intellicept.com	888.727.2497		Design to Launch Annual Hosting 3 year Total	$ 87,220 $ 79,200 $324,820
	Notes: 4 copies received.						
12	**Mighty Group, LLC** **933 Rose Street, 2nd Floor** **Harrisburg, PA 17102**	December 24, 2020	Stephanie Sawyer steph@AMightyGroup.com	814.270.1351		Design to Launch Annual Hosting 3 year Total	$ 10,000 $ 1,000 $ 13,000
	Notes: 4 copies received.						
13	**Debutin Infotech** **200 West Madison** **Chicago, IL**	December 24, 2020	Neena Sachdeva usdirector@debutinfotech.com	847.987.5314		Design to Launch Annual Hosting 3 year Total	$ 60,500 $ 9,999 $ 90,497
	Notes: 1 copy received.						
14	**Stealth Creative** **1027 S. main Street, #501** **Joplin, MO 64801**	December 28, 2020	Cameo Harrington charrington@stealthcreative.com	417.626.0101		Design to Launch Annual Hosting 3 year Total	$ 44,250 $ 5,600 $ 61,050
	Notes: 4 copies received.						
15	**Softsages Technology** **20 Mystic Lane, 2nd Floor** **Malvern, PA 19355**	December 28, 2020	Jiraj Ruparelia rfp@softsages.com	484.321.8314		Design to Launch Annual Hosting 3 year Total	$ 46,000 $ 7,000 $ 67,000
	Notes: 4 copies received.						

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16	**Lanexus** **25050 Riding Plaza Suite #130** **South Riding, VA 20152**	December 28, 2020	Jesse Hall jesse.hall@lanexus.com	703.239.3683		Design to Launch Annual Hosting 3 year Total	$ 64,180 $ 13,800 $105,580
	Notes: 4 copies received.						
17	**MBB, Inc** **7820 Foster Street** **Overland Park, KS 66204**	December 28, 2020	Kieran McBride kmcbride@mbbagency.com	816.531.1992		Design to Launch Annual Hosting 3 year Total	$ 98,000 $ 1,500 $102,500
	Notes: 4 copies received.						
18	**Robertson Marketing & Branding** **705 Giblin Drive** **Iowa City, IA 52246**	December 29, 2020	Raphael Robertson raphel@robertsonbranding.co	319.621.0452		Design to Launch Annual Hosting 3 year Total	$ 48,500 $ 3,333 $ 58,499
	Notes: 4 copies received. Robertsonbranding.co						
19	**On Tap, LLC** **PO Box 8901** **Kansas City, MO 64108**	December 29, 2020	Sarah Reyes sarah@beontap.co	773.771.2735		Design to Launch Annual Hosting 3 year Total	$ 54,750 $ 4,250 $ 67,500
	Notes: 4 copies received.						
20	**Gemini Techsoft** **1067 N. Mason Road, Suite 2** **St. Louis, MO 63141**	December 29, 2020	Prabhjot Kaur info@geminitechsoft.com	314.548.2200		Design to Launch Annual Hosting 3 year Total	$296,940 $ - $296,940
	Notes: 4 copies received.						

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21	**InfoSmart Technologies Inc.** **5400 Laurel Springs Parkway, Ste 706** **Suwanee, GA 30024**	December 29, 2020	Karun Asireddy hr@infosmarttech.com	678.584.5635 x102		Design to Launch Annual Hosting 3 year Total	$220,800 ?? $220,800
	Notes: 1 copy received. Infosmarttech.com						
22	**Truth** **150 West 84th Street, 1A** **New York, NY 10024**	December 29, 2020	Brian Flint brian@truthnyc.com	917.572.9935		Design to Launch Annual Hosting 3 year Total	$118,500 ?? $118,500
	Notes: 4 copies received.						
23	**BOBIR, LLC (Jafton)** **200 Broadway** **New York, NY 10023**	December 29, 2020	Sardor Akhmedov account@jafton.com	212.499.0000		Design to Launch Annual Hosting 3 year Total	$ 87,500 ?? $ 87,500
	Notes: 1 copy received.						
24	**CNC Consulting, Inc.** **50 east Palisade Avenue, Suite 422** **Englewood, NJ 07631**	December 29, 2020	Andy Charlery acharlery@cncconsulting.com	201.541.9121		Design to Launch Annual Hosting 3 year Total	$ 40,000 $ 4,900 $ 54,700
	Notes: 4 copies received.						
25	**Traktek Partners** **5674 NW 120th Avenue** **Coral Aprings, FL 33076**	December 29, 2020	Cyril Lemaire clemaire@traktekpartners.com	617.306.3586		Design to Launch Annual Hosting 3 year Total	$195,880 $ 5,400 $212,080
	Notes: 3 copies received.						

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21	**MHP / Team SI** **2300 Cottondale Lane, Suite 300** **Little Rock, AR 72202**	December 29, 2020	Lauren Rath lrath@mhpteamsi.com	501.381.5023 x162		Design to Launch Annual Hosting 3 year Total	$120,000 $ 1,980 $125,940
	Notes: 1 copy received. Infosmarttech.com						
22	**Cyfuture, Inc** **7852 Percussion Drive** **Apex, NC 27539**	December 29, 2020	Kautilya Tyagi us@cyfuture.com	888.795.2770		Design to Launch Annual Hosting 3 year Total	$ 41,056 $ 7,328 $ 63,040
	Notes: 4 copies received.						
23	**Magnett Co. LLC** **1311 Vine Street** **Cincinnati, OH 45202**	December 29, 2020	Gavin Hall hello@magnet.co	4243229059		Design to Launch Annual Hosting 3 year Total	$ 36,620 $ 2,160 $ 43,100
	Notes: 4 copies received.						
24							
	Notes:						
25							
	Notes:						

CONVENTION & VISITORS BUREAU
WEBSITE REDESIGN AND HOSTING
PRICE POINTS FOR RFP RESPONSE
January 4, 2021

	VENDOR NAME	DESIGN TO LAUNCH BID AMOUNT	ANNUAL HOSTING BID AMOUNT	ANNUAL MAINTENANCE AMOUNT	TOTAL AMOUNT OVER 3 YEARS	Cost Ranking	POINTS FOR COST	CRM INTRGRATION w/ iDSS	EXPERIENCE TOURISM WEBSITES	REFERENCES	METHODOLOGY TIMELINE	STAFF PRESENTATION	TOTAL SCORE	Evaluation Ranking	
								20	10	10	5	5			
1	Mighty Group, LLC	$ 10,000	$ 1,000	$ -	$ 13,000	1	30.0	15	2	4	2	3	56	3	
2	Guru Marketing	$ 12,000	$ 600	$ 600	$ 15,600	2	29.0	0	0	2	0	1	32	12	
3	Magnet Co, LLC	$ 36,620	$ 1,080	$ 1,080	$ 43,100	3	28.0	0	4	5	3	2	42	9	
4	CNC Consulting, Inc	$ 40,000	$ 2,900	$ 2,000	$ 54,700	4	27.0	3	0	1	2	1	34	11	
5	Louder Design	$ 35,000	$ 3,600	$ 3,600	$ 56,600	5	26.0	12	7	2	3	3	53	4	
6	Robertson Marketing & Branding	$ 48,500	$ 3,333	$ -	$ 58,499	6	25.0	8	0	3	2	3	41	10	
7	Argusoft America, Inc	$ 45,000	$ 5,000	$ -	$ 60,000	7	24.0	14	3	3	4	3	51	5	
8	Stealth Creative	$ 44,250	$ 3,600	$ 2,000	$ 61,050	8	23.0	13	5	4	3	2	50	7	Intv
9	Cyfuture, Inc	$ 41,056	$ 1,200	$ 6,128	$ 63,040		22.0	0	2	2	2	3	31		
10	Softsages Technology	$ 46,000	$ 6,000	$ 1,000	$ 67,000	9	21.0	12	3	5	2	2	45	8	
11	On Tap, LLC	$ 54,750	$ 4,250	$ -	$ 67,500	10	20.0	14	6	5	3	3	51	5	Intv
12	Tempest	$ 59,000	$ 1,200	$ 2,000	$ 68,600	11	19.0	20	10	10	5	5	69	1	Intv
13	Madden Media	$ 52,340	$ 6,240	$ -	$ 71,060	12	18.0	13	10	9	5	4	59	2	
14	BOBIR, LLC (Jafton)	$ 87,500	$ -	$ -	$ 87,500		14.0	0	0	0	0	0	14		
15	The Zimmerman Agency	$ 64,750	$ 1,200	$ 7,200	$ 89,950		13.0	16	8	10	5	5	57		
16	Debutin Infotech	$ 60,500	$ 9,999	$ -	$ 90,497		12.0	12	0	0	0	2	26		
17	Development Counselors Int'l	$ 101,354	$ -	$ -	$ 101,354		11.0	0	0	0	0	0	11		
18	MBB, Inc	$ 98,000	$ 1,500	$ -	$ 102,500		10.0	0	0	0	0	0	10		
19	Lanexus	$ 64,180	$ 1,800	$ 12,000	$ 105,580		9.0	13	0	0	5	0	27		
20	North South 804	$ 113,851	$ -	$ -	$ 113,851		8.0	0	0	0	0	0	8		
21	Truth	$ 118,500	$ -	$ -	$ 118,500		7.0	0	0	0	0	0	7		
22	Blue Symphony	$ 106,470	$ 6,000	$ -	$ 124,470		6.0	0	0	0	0	0	6		
23	MHP / Team SI	$ 120,000	$ 1,980	$ -	$ 125,940		5.0	0	0	0	0	0	5		
24	Mostly Serious	$ 134,680	$ -	$ -	$ 134,680		4.0	0	0	0	0	0	4		
25	Traktek Partners	$ 195,880	$ 5,400	$ -	$ 212,080		3.0	0	0	0	0	0	3		
26	InfoSmart Technologies, Inc	$ 220,800	$ -	$ -	$ 220,800		2.0	0	0	0	0	0	2		
27	Gemini Techsoft	$ 296,940	$ -	$ -	$ 296,940		1.0	0	0	0	0	0	1		
28	Intellicept	$ 87,220	$ 79,200	$ -	$ 324,820		0.0	0	0	0	0	0	0		

Fee Rating Based on the Following:
Base Bid Only, plus any additional fees for travel, supply costs.
- Maximum Points = 30
- Lowest Conforming Bid = $13,000
- Highest Conforming Bid = $324,820
- Therefore: $13,000 = 30 Points and $324,820 = 0 Points
- Rating is Based on the Relationship Between $13,000 and $324,820

Green = $81K or less
is = $60K launch
& $7K annual host
over 3 yr contract

DQ=off-shore hosting

SCHEDULE C: WEBSITE STATEMENT OF WORK

Background

This Statement of Work ("SOW") is dated February 23rd, 2021 ("SOW Effective Date") by and between City of Joplin, Missouri ~~Visit Tri-Cities~~ ("Client") and Tempest Interactive Media LLC ("Company," a Member of Tempest, Inc.) pursuant to the Master Services Agreement with the MSA Effective Date of February 23rd, 2021 between the client and the Company (the "Agreement" or "MSA"). The parties agree that this SOW, alongwith the MSA and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by the Company.

The Parties further agree that the MSA shall control in the event of any inconsistencies between this or any other Statement of Work and the MSA, unless the SOW otherwise specifically overrides the MSA pursuant to Section 1.2 of the MSA.

Definitions

a. "Fees" means the fees for the Services as set forth in the Fee Schedule.

b. "Design Direction Approval" means the date where Client has approved and signed the design direction approval form.

c. "Information Architecture Approval" means the date where Client has approved and signed the information architecture approval form.

d. "Go Live Date" means the date where the Website Project is complete and publicly available on the World Wide Web.

e. "Tempest Destination Suite for Craft™"[1] means the website features and plugins designed and developed by Tempest for the Craft™ 3 CMS platform.

[1] Craft is a Trademark of Pixel and Tonic



Fee Schedule

WEBSITE PROJECT	
CREATIVE AND DESIGN	$20,000.00
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	$3,600.00
CONTENT MIGRATION	$3,000.00
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	$4,200.00
CRAFT™ 3 CMS IMPLEMENTATION	$6,000.00
TEMPEST DESTINATION SUITE FOR CRAFT CORE FEATURES	$21,000.00
CMS TRAINING AND USER MANUALS	$1,200.00
TOTAL WEBSITE PROJECT FEE:	$59,000.00
ONGOING FEES (recurring on a monthly basis)	
MONTHLY WEBSITE HOSTING FEE	$100.00 PER MONTH
MONTHLY SITE SUPPORT FEE	$500.00 PER MONTH
TEMPEST DESTINATION SUITE FOR CRAFT™ 3 SUBSCRIPTION FEE	$500.00 PER MONTH
TOTAL ONGOING FEES:	$1,100.00 PER MONTH

Website Project Fees

a. Fee Description. This is a one-time only, ~~non refundable~~non-refundable fee for the services listed in the Scope OfServices in this SOW for the Website Project.

b. Payment Terms. $29,500.00 will be paid as a down payment upon executing this agreement and be invoiced by Company upon executing this agreement. The remaining $29,500.00 will be billed in two installments of $14,750.00 at the Design Direction Approval milestone and at the Go Live Date milestone. Tempest reserves the right to bill ninety (90) percent of the amount due on the Go Live Date billing milestone if Go Live Date is unreasonably delayed by Client by more than 10 business days.

c. Creative and Design. Tempest will design a responsive design direction for the new website project. If an onsite Creative Bri~~e~~f is included as part of this website project the Client shall reimburse Tempest for any ~~mon~~ ~~Travel~~ Travel Related Expenses and reasonable out of pocket expenses in the creative and design of the website project pursuant to section 2.1 in the MSA.

d. Content Strategy and Information Architecture. Tempest will create a content inventory of the existing website and will create a new information architecture strategy including sitemap for new Client website.

e. Search Engine Optimization Migration and Analytics Configuration. Tempest will perform SEO migration activities to preserve existing keyword search engine rankings for Client website. Tempest will audit all existing analytics and tracking software to ensure all tags and monitoring scripts are migrated to the new website.

f. Content Migration. Tempest will migrate website data from other sources, provided that the Client has identified in writing, to the satisfaction of Tempest, the data source or sources to be accessed and the specific data the Client wishes to migrate to the new website and Tempest has determined that the migration of the data is feasible.

g. Craft™ 3 CMS Implementation. Tempest will integrate the approved Design Direction into the Craft™ 3 CMS. This includes all licensing fees for third party Craft™ 3 CMS Plugins that were not developed by Tempest.

h. Tempest Destination Suite For Craft Core Features. Tempest will integrate the Tempest Destination Suite for Craft™ 3 Core features listed in the Scope of Services into the new website.

i. Tempest Destination Suite For Craft Optional Features. Tempest will integrate the Tempest Destination Suite for Craft™ 3 Optional features listed in the Scope of Services into the new website.

j. Custom Features. Tempest will develop and integrate the custom features listed in the Scope Of Services into the new website.

k. CMS Training And User Manuals. Tempest will create custom User Manuals and will provide training to the Client's staff remotely through a webinar, covering the features, use and other information regarding Website Project-.

l. Onsite Training. If onsite training is included as part of the website project, Tempest will provide training to the Client's staff at the Client's business location, covering the features, use and other information regarding Website Project. For onsite training the Client will be billed the reasonable cost of travel ("Travel Expenses"). Limitation on Training - Each training session is limited to 10 staff members per trainer.

m. Travel Expenses. Client shall reimburse Tempest for any reasonable Travel Related Expenses and reasonable out of pocket expenses related to this SOW pursuant to section 2.1 in the MSA.

Monthly Website Hosting Fee

a. Monthly Website Hosting Fee. Upon payment of this fee, Tempest will host the Client website VisitJoplin.com. Hosting provided by Tempest includes reasonable bandwidth/computer processor needs based on expected usage. If Client's actual bandwidth/computer processor usage exceeds reasonable expectations Tempest reserves the right to increase hosting fees. Hosting does not include any ~~third-party~~third-party software.

b. Payment Terms. Tempest shall send an invoice for $100.00 (monthly Website Hosting Fee) for the first month following the Go Live Date. Subsequent monthly Website Hosting Fees will be billed in advance of the Go Live Date anniversary for each month.

Monthly Site Support Fee

a. Monthly Site Support Description. Website enhancements are changes to the originally intended function of website features. This can include but is not limited to: updates to widget functionality or user interface elements, incorporation of third-party features (such as feeds or integrations), and updates to previously-existing third-party integrations. Requests sent to support@tempest.im during normal business hours will receive a response from a Tempest team member within one business day, providing an hours estimate and a completion timeline for each individual request. Depending on the severity of the request, it will be escalated for faster response times. Normal business hours for support are Monday through Friday, 8:00 am to 8:00 pm Eastern Standard Time. Any unused support hours will be rolled ~~over, and~~over and can be applied towards website enhancements and new features. As a benefit of theongoing support plan, bug fixes will be addressed by the Tempest team and will not count against ongoing support hours. A bug is when the behavior exhibited by the website is unexpected or differentthan what it was originally intended to do.

b. Monthly Site Support Fee. Upon payment of this fee, Tempest will provide ongoing support services for

Client website, VisitJoplin.com. Client will be allotted 48 Support Hours that can be used at any point during the Initial Term.

c. Payment Terms. Tempest shall send an invoice for $500.00 (monthly Site Support Fee) for the first month following the Go Live Date. Subsequent monthly Site Support Fees will be billed in advance of the Go Live Date anniversary for each month.

Tempest Destination Suite For Craft™ 3 Subscription Fee

a. Tempest Destination for Craft™ 3 Annual Subscription Fee. Through payment of this fee, Client will receive regular and periodic upgrades to the Tempest Destination Suite for Craft™ 3 Core and Optional features defined in the Scope Of Services during the Contract term period when such updates become available. Client will also receive major updates to Craft™ 3 CMS as well as major updates to third party Craft™ 3 CMS Plugins not developed by Tempest within a reasonable time after any such update becomes available. Tempest will not provide or perform updates of ~~third party~~third-party software not developed for Craft™ CMS or by Tempest. The Subscription fee is locked in for the Initial Term period.

    i. Go Live Date Agreement. Prior to the Go Live Date, Company shall send Client the Go Live Date Agreement form stating the Go Live Date, the updated term of the subscription, agreement, and renewal terms. Client agrees that Client's authorized representative shall sign the Go Live Agreement form acknowledging and consenting to the Go Live Date, the updated term of the subscription, agreement, and renewal deadlines. A copy of the Go Live Date Agreement is attached to this SOW as Schedule B.

b. Payment Terms. Tempest shall send an invoice for $500.00 (monthly Tempest Destination Suite for Craft™ 3 Fee) for the first month following the Go Live Date. Subsequent monthly Tempest Destination Suite for Craft™ 3 Fees will be billed in advance of the Go Live Date anniversary for each month.

Scope of Services

SCOPE OF SERVICES	
CREATIVE AND DESIGN	INCLUDED
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	INCLUDED
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	INCLUDED
CONTENT MIGRATION - Migration of all content from previous site to new Craft™ 3 CMS website	INCLUDED
CRAFT™ CMS IMPLEMENTATION - Responsive design to new Craft™ 3 CMS website, includes licensing fees for 3rd party Craft non-Tempest Craft plugins	INCLUDED
TEMPEST DESTINATION SUITE FOR CRAFT™ CORE FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Core Features and functionality listed below	INCLUDED
Advanced Site Search	
Call to Action Signup	
Compliance Notification	
Deals And Coupons	
Destination Blog & Blog Authors	
Email Signup Form	
Event Calendar & Mapping	
Forms	
Hero Image Gallery - Photo & Video	
Landing Pages	



Local Business Member/Partner Listings & Mapping	
Page Level Alerts	
Page Builder & Content Widgets	
Press & Media Listings	
Saved Items & Mapping	
Sitemap	
Social Sharing & Social Icons	
Staff Directory	
Weather Feed Integration	
TEMPEST DESTINATION SUITE FOR CRAFT™ OPTIONAL FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Optional Features and functionality listed below	INCLUDED
iDSS Listings API Integration	
iDSS Events API Integration	
iDSS Forms API Integration	
iDSS Deals API Integration	
CMS TRAINING AND USER MANUALS	INCLUDED

Term and Renewal

a. Initial Term. The initial term of this SOW shall commence on the SOW Effective Date and shall continue until the conclusion of a period of three (3) years (the "Initial Subscription Period") following the Go Live Date (the "Initial Term").

b. Automatic Renewal. Unless it is stated otherwise in any subsequent duly executed SOWs, this SOW shall automatically renew for the same duration as the Initial Subscription Period upon the expiration of the Initial Term (each a "Renewal Term").

c. Notice of Non-Renewal. This SOW shall automatically renew unless either party gives written notice of its intention to terminate and not renew this SOW no later than thirty~~ninety~~ (3~~9~~0) days priorto the expiration of the Initial Term of any subsequent Renewal Term.

d. Termination. Either party may terminate this SOW, without cause, on thirty (30) days' prior written notice to the other party.

~~Termination by either party upon Breach. Company or Client has the right for immediate termination of this SOW and the Services upon breach of the SOW, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.~~

~~i. Termination by Tempest. Company may terminate this SOW and all Services immediately without notice if Client fails to pay Fees when due and owing or Tempest determines that Client is not in compliance with any of the material terms contained in this SOW or in the MSA.~~

e. Pricing. Company expressly reserves the right to change the rates charged hereunder for the Services at the beginning of any Renewal Term, provided that Company notifies Client of any such proposed rate increase not less than ninety ~~one hundred and twenty~~ (9~~12~~0) days prior to the commencement of any Renewal Term.

f. Subsequent SOW. Any subsequent duly executed SOW may supersede and override the terms and conditions in this section relating to the Initial Term and Renewal Term(s) if the subsequent duly executed SOW expressly states different terms and conditions relating to the Initial Term and Renewal Term(s).

Let's Get Started!

Please sign in the appropriate location ~~below, and~~below and return the signed SOW to us by fax or email.

City of Joplin, Missouri~~Visit Joplin~~

602 S Main Street

Joplin, MO 64801

Printed Name

Title / Position

Signature

Date

Tempest Interactive Media, LLC (a Member of Tempest, Inc.)

30 S. 15th St. Suite 1001

Philadelphia, PA 19102

Printed Name

Title / Position

Signature

Date

SCHEDULE D: GO LIVE DATE AGREEMENT

Tempest Interactive Media, LLC ("Company," a Member of Tempest, Inc.) as Company and City of Joplin, Missouri~~Visit Joplin~~ as Client executed the SOW dated as of February 23rd, 2021. The SOW states this document shall be delivered and executed upon establishment of Go Live Date. This Go Live Date Agreement shall become part of the SOW.

The Client and Company agree as follows:

1. Go Live Date. The Go Live Date of this SOW is_____.
2. Initial Term. The end of the Initial Term of this SOW is_____.
3. Renewal Terms. This SOW will automatically renew unless either party gives written notice of its intention to terminate and not renew this agreement no later than thirty ~~ninety~~ (3~~9~~0) days prior tothe expiration of the Initial Term or any subsequent Renewal Term.

Please sign in the appropriate location ~~below, and~~below and return the signed SOW to us by fax or mail.

City of Joplin, Missouri~~Visit Joplin~~
602 S Main Street
Joplin, MO 64801

Tempest Interactive Media, LLC
30 South 15th Street, Suite 1001
Philadelphia, PA 19102

Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

FOR REFERENCE ONLY

MASTER SERVICE AGREEMENT

This Master Services Agreement ("Agreement" or "MSA"), is dated February 22nd, 2021 (the "MSA Effective Date") and is by and between the following parties:

Tempest, Inc., for itself and on behalf of all of its subsidiaries and controlled affiliates including iDSS Global LLC, Tempest Interactive Media LLC, and any other present and future subsidiaries and affiliates (collectively "Tempest" and each a "Member" of Tempest);

and

City of Joplin, Missouri ("Client"), with offices at 602 S Main St, Joplin, MO 64801.

This Agreement shall not become effective and Tempest shall not commence services to the Client until this Agreement is fully executed and returned to Tempest at the address set forth below.

Tempest, Inc.
30 S 15th Street Suite 1001
Philadelphia, PA 19102

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the undersigned parties hereby agree to be bound for good and valuable consideration as follows:

1. Engagement. Client hereby engages Tempest and Tempest hereby accepts such engagement, to perform certain Website Design & Development Services, CRM, Destination Management Software, Web Hosting, Advertising, Digital Marketing Services or other services as described in one or more Statements of Work ("Statement of Work" or "SOW") to be signed by Client and Tempest. The initial SOW's are attached as Schedule A, Schedule B, Schedule C, Schedule D, and Schedule E

    1.1. From time to time while this Agreement remains in effect, Tempest and Client may mutually agree upon services to be performed by Tempest set forth in one or more additional Statements of Work, which will be incorporated by reference into this Agreement.

    1.2. Any Statement of Work that references this Agreement shall be subject to and governed by this Agreement, and the terms of this Agreement shall supersede any contrary terms in a SOW unless the SOW refers to and overrides specifically the contrary term in this Agreement.

    1.3. The Client is responsible for providing Tempest with the necessary items and information specified in any Statement of Work and Tempest is not liable for any delays due to Client's failure to provide such items or information to Tempest on a timely basis. The Client acknowledges that

such a failure may result in increased fees and schedule extensions by Tempest. Tempest will notify Client in writing, with at least three (3) business day's notice, if any failures will result in increased fees.

1.4. This Agreement supersedes all prior agreements and understandings (whether written or oral), including but not limited to any prior Master Service Agreements, between Client and Tempest or any member of Tempest, with respect to the subject matter hereof.

2. Service Fees. The fees for services provided under this Agreement shall be specified in a Fee Schedule to be included in each Statement of Work.

2.1. Expenses. Client shall pay, or promptly reimburse Tempest for, any out-of-pocket expenses and travel-related expenses not specified in the Agreement and incurred by Tempest in connection with the performance of the Services. Client shall pay to Tempest all undisputed fees within thirty (30) days of the date of the applicable Tempest invoice.

2.2. Taxes. Client shall be responsible for any and all taxes, levies, duties or similar local, state, provincial, federal or foreign jurisdiction governmental assessments on the Services in each Statement of Work (collective "Taxes"). All Service Fees due to Tempest are exclusive of any Taxes and Client shall make payments for Taxes separately from any Service Fee Payments.

2.3. Tempest shall reserve the right to suspend performance of all Services if the Client fails to pay an invoice within thirty (30) days of the date of said invoice.

2.4. In the event of a dispute as to an invoice, the Client shall nevertheless pay the undisputed portion of such invoice.

2.5. Professional Services. Tempest shall invoice Client for any professional services rendered to Client. Client shall pay for any professional services performed by Tempest within thirty (30) days of the date of said invoice.

3. Term. This agreement is dated February 22nd, 2021 ("MSA Effective Date") and will be in effect as long as there is any active SOW that references this MSA. This agreement will terminate when no SOW that references it is in effect.

4. Confidentiality. Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial

information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information").

4.1. Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in order to perform that party's obligations under this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

4.2. Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

4.3. Client shall not use any of the Confidential Information of Tempest or any Tempest Materials (as defined below in Section 5.2) to compete with Tempest or in any way that would diminish the value or the rights of Tempest in such information or materials.

5. Proprietary Rights.

5.1. Proprietary Rights of Client. Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights ("Client Content"). Nothing in this Agreement shall be construed to grant Tempest any ownership right in the Client Content.

5.2. Proprietary Rights of Tempest. Subject to Client's ownership interest in Client Content set forth in Section 5.1, all trade secrets, know-how, methodologies, processes and materials, including, but not limited to, any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided by Tempest or its suppliers outside of this Agreement, for general use by all of Tempest's clients and without reference to or inclusion of any Client Content shall be referred to as the "Tempest Materials."

5.2.1. For clarity, the Tempest Materials shall not include any materials or other work product developed by Tempest specifically for Client's site, including original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content.

5.2.2. The Tempest Materials shall remain the sole and exclusive property of Tempest or its suppliers, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto. To the extent, if any, that ownership of the Tempest Materials does not automatically vest in Tempest by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Tempest all rights, title and interest which Client may have in and to the Tempest Materials.

5.2.3. Client acknowledges and agrees that Tempest is in the business of designing and marketing websites, and that Tempest shall have the right to provide to third-party services which are the same or similar to the Services so long as no such third-party services reference or incorporate any Client Content, and to use or otherwise exploit any Tempest Materials in providing such services.

6. License.

6.1. Grant of License by Client. Client hereby grants to Tempest a non-exclusive, worldwide, royalty-free license for the Term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Services to Client under this Agreement.

6.2. Grant of License by Tempest. Tempest hereby grants to Client a perpetual, worldwide, non-exclusive, royalty free, unrestricted, non-transferable license to make use of Tempest Materials that are incorporated in any website developed for the Client by Tempest (the "Website") and that are required or useful for the operation of the Website. Client cannot use the Tempest Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing website development or hosting services for others. Tempest hereby reserves for itself all rights in and to the Tempest Materials not expressly granted to Client in the immediately foregoing sentence. In no event shall Client use any trademarks or service marks of Tempest without Tempest's prior written consent.

6.2.1. No Sub-License by Client. Client does not have authority to and shall not grant any sub-license of Tempest Materials.

6.2.1.1. Notwithstanding the foregoing, Client shall have the right to enter into assignments or sub-licenses of its rights with respect to the Tempest Materials in connection with a sale of all or a part of the business which includes the use of the Website, subject to the written approval of Tempest which shall not be unreasonably withheld.

7. Warranties.

7.1. Tempest Warranties. Tempest warrants: (i) that Tempest has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Tempest shall perform the Services in a professional and workmanlike manner; and (iii) that to its knowledge the Tempest Materials do not infringe or violate any right of any third party.

7.2. Client Warranties. Client warrants: (a) that it has all authorization(s) necessary for hypertext links to third-party websites; (b) that the materials provided to Tempest, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Client Project.

8. Indemnification. Intentionally omitted.

9. Warranty Disclaimer and Limitation of Liability. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7, TEMPEST MAKES NO WARRANTIES HEREUNDER, AND TEMPEST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT (EXCEPT WITH RESPECT TO TEMPEST MATERIALS).

9.1. THE TOTAL LIABILITY OF TEMPEST HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE ELECTION OF CLIENT, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNTS PAID TO TEMPEST FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF TEMPEST TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO TEMPEST BY

CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

10. Limit on Statute of Limitations. Intentionally omitted.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement, the attached Exhibits and any SOW's constitute the entire agreement between Client and Tempest with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

11.2. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Missouri venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

11.3. Arbitration. Intentionally omitted.

11.4. Fee Disputes. Any disputed amounts may be questioned within sixty (60) days of the invoice date. After that sixty (60) day period, the billing becomes final. Client must transmit any questions regarding billing to Tempest in writing with specific reference as to why the billing is considered incorrect. Tempest will exercise reasonable efforts to resolve a disputed billing within sixty (60) days of such notification.

11.5. Force Majeure. Neither party shall be liable for delays or failure in performance hereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

11.6. Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

11.7. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

11.8. Survival. All provisions of this Agreement relating to Client warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, Client indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

11.9. Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

11.10. Assignment. In the event of an acquisition or changes in company ownership, Tempest may assign any portion of this Agreement or pledge the payments due (and the documentation supporting such payment obligations) from Client under this Agreement without notice to Client and without Client's consent, but Client shall be obligated to the assignee only to the extent of Client's obligation to Tempest. Client may not assign its rights nor delegate its obligations under this Agreement without the prior written consent of Tempest except where it states otherwise in this Agreement.

11.11. Notices. Any notices to Tempest shall be sent to the address set forth below by certified mail, return receipt requested, or by overnight carrier. Notice sent pursuant to this subsection shall be effective upon receipt.

Tempest, Inc.
30 S 15th Street Suite 1001
Philadelphia, PA 19102

12. Termination. Either party may terminate this SOW, without cause, on thirty (30) days' prior written notice to the other party.

Let's Get Started!

Please sign in the appropriate location below, and return the signed SOW to us by fax or email.

City of Joplin, Missouri 602 S Main Street Joplin, MO 64801	Tempest, Inc. (on behalf of itself and all Member of Tempest) 30 S. 15th St. Suite 1001 Philadelphia, PA 19102
Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

COUNCIL BILL NO. 2021-600 ORDINANCE NO.

AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024.

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

Section 1. That the Agreement is for Tempest to provide the design-to-launch services necessary for a new VisitJoplinMO.com website for Fifty-Nine Thousand dollars ($59,000) and hosting the website for Three Thousand Six Hundred dollars ($3,600, $1,200 per year) through FY2024.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of March 2021.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2021-601. This Council Bill approves the Agreement between Tempest and the City of Joplin for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau.

MEETING DATE:

Monday, March 15, 2021.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

This agreement is for continued use of Tempest, *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau, not to exceed price of Fifteen Thousand dollars ($15,000.00, $5,000 per year), through the 2024 fiscal year.

A portion of the CVB's annual budget is dedicated for this agreement.

BACKGROUND:

This CRM software has been in use by the Joplin CVB since 2015. This request is to align the agreement/payment schedule with the VisitJoplinMO.com website agreement, from the same vendor, through the 2024 fiscal year.

This CRM software serves two primary functions:

1) Management of the VisitJoplinMO.com content, updates, and guest request.
    - Track individual inquiries from walk-ins, phone, or emails and report on where the inquiry originated
    - Provides the ability to launch sales promotions directly to potential visitors in a geographic area or as part of a special interest group
    - Generate mailing labels for fulfilling brochure or information requests
    - Import lists from advertising campaigns or tradeshows into the visitor center/prospect module
2) Accounts management for the Director of Sales:

    Convention/Meeting Sales:

    - Provides hotels access to leads, updates, definite bookings, and cancellations
    - Interacts with local hotel market

- Local hotel sales staff can respond electronically with room blocks and rates
- Manage how industry partners interaction with clients and events
- Manage partner content (hotels, restaurants, events, attractions)

Convention/Meeting Services:

- Tracks timelines, follow-up, and schedule of services, automatic
- Provides complete history of hotel room activity from blocking to final pick up
- Provides hotel access to leads, updates, definite bookings, and cancellations

This software is among the leading management software within the travel and leisure industry. In 2014, the Tempest *iDSS Cyclone* CRM software was selected through the City's bid process. This agreement extends this service with no increase in price.

FUNDING SOURCE:

Funding to support this agreement is included in the CVB's budget annually.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

ATTACHMENTS:

Council Bill No. 2021-601

Tempest CRM agreement

SCHEDULE A: IDSS CYCLONE STATEMENT OF WORK

Background

This Statement of Work ("SOW") is dated February 22, 2021 ("SOW Effective Date") by and between The City of Joplin, Missouri ("Client") and iDSS Global LLC ("Company," a Member of Tempest, Inc.) pursuant to the Master Services Agreement with the MSA Effective Date of April 1, 2021 between the client and the Company (the "Agreement" or "MSA"). The parties agree that this SOW, along with the MSA and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by the Company.

The Parties further agree that the MSA shall control in the event of any inconsistencies between this or any other Statement of Work and the MSA, unless the SOW otherwise specifically overrides the MSA pursuant to Section 1.2 of the MSA.

Definitions

a. "Client Support" means Company acknowledgement and response to telephone calls and emails from Client asking questions about iDSS Cyclone or requesting help in using iDSS Cyclone.

b. "Fees" means the fees for the license to use the iDSS Cyclone and for the Services as set forth in the Fee Schedule.

c. "Standard Reports" means the standard reports available in the iDSS Cyclone for use by Client.

d. "Users" means anyone logging into and using the iDSS Cyclone.

e. "Email Credit" means one email credit is equal to one email sent to one email recipient from iDSS Cyclone through the iDSS Email Campaigns Feature.

f. "iDSS Legacy Version" means iDSS Version 8 or other prior versions.

g. "iDSS Cyclone" means iDSS Cyclone Version 1

Fee Schedule

ONGOING COSTS (recurring on a quarterly basis)	
iDSS CYCLONE SUBSCRIPTION FEE	$1,250.00 PER QUARTER
TOTAL ONGOING COSTS:	$1,250.00 PER QUARTER

iDSS Cyclone Subscription Fee

a. iDSS Cyclone Subscription Fee. Through payment of this fee, the Client has the right to continued use of iDSS Cyclone during the Initial term and any Renewal Term. The first $1,250.00 (quarterly iDSS Cyclone Subscription Fee) will be due on February 22nd, 2021 and will be billed in advance of that date. This fee includes regular upgrades and client support. The iDSS Cyclone fee is locked in for the Initial Term period with the exception of adding users. Company shall send an invoice for iDSS Cyclone Subscription Fee at the SOW Effective Date. iDSS Cyclone Subscription Fees will be billed in advance of the SOW Effective Date anniversary for each year.

Professional Services

Company provides the following professional services beyond the scope of this SOW at the rates outlined in the fee schedule.

a. Consulting Services**.** Company offers best practice consulting to assist Client in streamlining processes, auditing internal processes, and reinforcing best practices. Company offers this additional professional service at the rate outlined in the fee schedule. This service can be performed on-site with a minimum of eight (8) hours and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses per the Master Service Agreement, Section 2.1. This service can also be performed remotely, billable by the hour with a minimum of four (4) hours.

b. Custom Report Development Services. Company makes available a wide variety of standard reports included in iDSS Cyclone. Company may also prepare custom reports if Client requests at their expense. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin development of the report

upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

c. Custom Feature and Integration Development Services**.** Company offers this additional professional service at the rate outlined in the fee schedule. If the requested feature is a possible customization, Company will begin customizing the feature upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

d. Creative and Design Services. Company offers additional Creative and Design services beyond what is covered in the Scope Of Services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the Creative and Design services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

e. Data Update, Transformation, and Cleansing Services. Company offers additional Data Updates, Transformation and Cleansing services beyond what is covered in the scope of services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the data update, transformation, and cleansing services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

f. Email Credits. iDSS Cyclone includes the iDSS Email Campaigns feature that allows users to design and distribute email campaigns. Email Credits can be purchased in blocks of 50,000 Email Credits at the rate outlined in the fee schedule. Email overage charge of $.0125 per email credit will be assessed if insufficient email credits are available at the time of email campaign delivery. Licensing of this feature requires agreement to Schedule E: Anti Spam Policy.

g. Onsite Training. Company offers additional onsite training beyond what is covered in the scope of services in this SOW. Company offers this additional onsite training at the rate outlined in the fee schedule. Additional training can be performed onsite with a minimum of one (1) day and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses per the Master Service Agreement, Section 2.1.

Scope of Services

SCOPE OF SERVICES	
iDSS CYCLONE CORE SUBSCRIPTION (including iDSS Email Campaigns (10,000 annual Email Credits, iDSS Extranet)	INCLUDED

Term and Renewal

1. Initial Term. The initial term of this SOW shall commence on the SOW Effective Date and shall continue until the conclusion of a period of three (3) years (the "Initial Subscription Period").

2. Automatic Renewal. Unless it is stated otherwise in any subsequent duly executed SOWs, this SOW shall automatically renew for the same duration as the Initial Subscription Period upon the expiration of the Initial Term (each a "Renewal Term").

3. Notice of Non-Renewal. This SOW shall automatically renew unless either party gives written notice of its intention to terminate and not renew this SOW no later than thirty (30) days prior to the expiration of the Initial Term of any subsequent Renewal Term.

4. Termination. Either party may terminate this SOW, without cause, on thirty (30) days' prior written notice to the other party.

5. Pricing. Company expressly reserves the right to change the rates charged hereunder for the Services at the beginning of any Renewal Term, if Company notifies Client of any such proposed rate increase not less than ninety (90) days prior to the commencement of any Renewal Term.

SCHEDULE B: ANTI-SPAM POLICY

Company requires all clients to certify their compliance with the following Anti-Spam policy as well as the opt-in status of email distribution lists.

Your use of the iDSS Cyclone must comply with all applicable laws. This includes laws applicable to you and also laws applicable to Tempest and the recipient of each Email. Examples of applicable laws include laws relating to spam or

unsolicited commercial email (UCE), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Services and the Emails you generate and send through the Services.

Your use of iDSS Cyclone must follow all applicable guidelines established by Company. The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the iDSS Email Campaigns:

- Using non-permission-based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails).
- Using purchased or rented Email lists.
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com). Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE).
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from your mailing list.
- Failing to comply with any request from a recipient to be removed from your mailing list within ten (10) days of receipt of the request. Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email.
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email.
- Failing to include in each Email your valid physical mailing address or a link to that information.
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.

Let's Get Started!

Please sign in the appropriate location below and return the signed SOW to us by email.

City of Joplin, Missouri 602 S Main Street Joplin, MO 64801	iDSS Global, LLC (a Member of Tempest, Inc.) 30 S. 15th St. Suite 1001 Philadelphia, PA 19102
Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

COUNCIL BILL NO. 2021-601 ORDINANCE NO.

AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau.

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

Section 1. That the Agreement with Tempest is for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau, not to exceed price of Fifteen Thousand dollars ($15,000.00, $5,000 per year), through the 2024 fiscal year.

A portion of the CVB's annual budget is dedicated for this agreement.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of March 2021.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-508 – Approving an Agreement with Commerce Bank to provide banking and depository services for the City of Joplin

MEETING DATE
April 5, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-508 Ordinance; Exhibit "A" Agreement for Depository Services; Attachment "D" Depository Security Agreement; Commerce Bank Bid Response and Additional Response; City of Joplin Original RFP; RFP Analysis by the Finance Department

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

SUMMARY
This Council Bill approves an agreement with Commerce Bank to provide banking and depository services for the City of Joplin commencing July 1, 2021 for a period of four years, with the option of an additional year upon mutual agreement of both parties.

BACKGROUND
The Home Rule Charter appoints the Director of Finance to serve as city treasurer. As treasurer, the Finance Director is directed to deposit the City's funds in depositories as established by resolution of the City Council. The City Code sets forth certain requirements for banking institutions to be considered for the selection of the City's banking and depository services including 1) the creditworthiness of the institution, and 2) the ability to provide pledged collateral at the rate of 106% of the market value of principal and accrued interest of all City funds deposited in excess of applicable FDIC insurance. The pledged collateral is required to be in compliance with the City's investment policy as approved by the City Council.

The City's current banking and depository services are with UMB Bank. This contract expires on June 30, 2021. Requests for Proposals were mailed to all financial institutions located within the city limits of Joplin on February 4, 2021. On March 4, 2021, the City received written proposals in response to this request from Commerce Bank, Guaranty Bank, Simmons Bank and UMB Bank.

After reviewing the responses, additional information was needed in order to fully evaluate the overall proposed services charges by each respondent. With the additional information, the bid responses were compiled into the attached bid tabulation. Input was sought from the City's third-party investment advisor as to the long-term outlook for the National Effective Fed Funds Rate. Additionally, the bids were evaluated based on the current average daily balance of the general account, as well as on a lower balance as the City will likely invest idle funds over the coming years.

As a part of the RFP, the City requested a bid for interest to be paid on the City's temporary idle funds. Commerce Bank bid an Earnings Credit of .20% that can be used to offset an amount equal to the monthly service charge assessed. Additionally, interest will be paid on any balances above the amount required to offset the monthly service charge. The interest rate quoted on these balances by Commerce Bank is 50% of the National Effective Fed Funds rate plus .01%, which is .05% as of the analysis date. Each bid response was evaluated based on the best overall net benefit for the City utilizing the proposed service charges and interest earned.

While the bids were evaluated on the RFP responses, Commerce Bank increased the Earnings Credit offer from .20% to .30% with the additional information submitted. As such, the Agreement with Commerce Bank includes an Earnings Credit of .30%. Depending on the average balances being carried by the City, this will increase the amount of interest paid on temporary idle funds shown in the attached bid tabulation.

Based on the detailed analysis, it is recommended that Commerce Bank be awarded the bid for banking and depository services for a four-year period commencing July 1, 2021 with the option to extend the agreement for an additional year upon the mutual consent of both parties. Commerce Bank provided the best overall net benefit for these services.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis in order to begin the bank service transition for an actual implementation date of July 1, 2021.

COUNCIL BILL NO. 2021-508 ORDINANCE NO.

AN ORDINANCE approving an agreement for depository services by and between Commerce Bank and the City of Joplin, Missouri, for Commerce Bank to provide banking and depository services to the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide banking and depository services; and,

WHEREAS, Commerce Bank has submitted the best proposal for banking and depository services.

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

Section 1. That the City enter into an agreement with Commerce Bank to provide banking and depository services in accordance with the proposal received March 4, 2021, for a period of four (4) years from July 1, 2021, with a fifth year upon mutual agreement of both parties, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A" be and the same is hereby approved.

Section 2. That the City enter into a treasury management agreement with Commerce Bank wherein Commerce Bank pledges suitable collateral in an amount exceeding applicable insurance provided by the FDIC, to ensure safekeeping of City funds in accordance with the proposal received March 4, 2021, a true and accurate copy of the same being attached hereto and incorporated herein as "Attachment D" be and the same is hereby approved.

Section 3. That the City Manager of the City of Joplin, Missouri is authorized and directed to execute said agreements, in substantially similar form, for and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (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 _____, 2021, by a _____vote.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

AGREEMENT
FOR BANKING AND DEPOSITORY SERVICES

THIS AGREEMENT, by and between the **CITY OF JOPLIN**, Missouri, whose address is 602 South Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Commerce Bank, whose address is 1820 East 20th Street, Joplin, Missouri 64804, hereinafter referred to as the "Bank" is for professional banking services.

WHEREAS, the City desires to retain a Federally Insured Banking Association to provide general depository services.

WHEREAS, Requests for Proposals were issued; and

WHEREAS, the Bank has submitted a proposal and has been selected to provide the depository services.

NOW THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Bank agrees to perform all services in a professional and responsible manner and in accordance with this Agreement, the City's Request for Proposals incorporated herein by reference and attached hereto as Attachment "A", the Bank's Proposal dated March 3, 2021, incorporated herein by reference and attached hereto as Attachment "B". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the strictest construction shall control.

ARTICLE II - SCOPE OF SERVICES

I. Demand Deposit Checking Accounts

A). GENERAL ACCOUNT - The Bank Depository will provide a single bank account to handle the City's daily banking operations. Funds will be deposited into this account on a regular basis both by City personnel and by incoming wire transfers. Disbursements from this account will be accomplished by check drafts issued by the City as well as outgoing wire transfers initiated by authorized City personnel and transfers made to the City's imprest payroll account and imprest accounts payable account.

B). RATE OF INTEREST - The Bank Depository will grant an Earnings Credit Rate (ECR) of .30% to offset monthly depository service charges using available collected balances. The Bank Depository will further offer an automated repo sweep rate equal to 50% of the Federal Funds Interest on Excess Reserves (IOER) plus .01%. Such rates shall be in accordance with Bank's Response (Attachments "B" and "C").

C). IMPREST PAYROLL ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all City payroll disbursements to employees and remittances of payroll withholdings and deductions to the appropriate agencies. Sufficient amounts to cover checks or Automatic Clearing House (ACH) transactions presented for payment against the Payroll Account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

D). IMPREST ACCOUNTS PAYABLE ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all accounts payable disbursements to vendors. Sufficient amounts to cover checks presented for payment against the accounts payable account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

E). SUBSIDIARY ACCOUNTS - The Bank Depository will provide to the City the following additional demand deposit accounts required to be maintained separately from the City's general funds:

City of Joplin Health Insurance Account
City of Joplin Flexible Spending Account
Joplin Municipal Division Account
City of Joplin Drug Forfeiture Account
City of Joplin TIF EATS Account
City of Joplin TIF PILOTS Account

The Depository will also provide additional demand deposit accounts to the City as needed. All conditions and requirements applicable to existing subsidiary accounts will be applicable to any new accounts established during the term of the agreement. Such accounts will be provided with personalized and pre-numbered checks and deposit slips at no additional charge, and will be included in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No accounts may be opened in the name of the City without the authorization of the Director of Finance or the City Manager.

The rate of interest to be paid on ledger balances in these accounts will be the same as is paid on balances in the City's General Account.

F). AVAILABILITY OF FUNDS - The Bank Depository will agree to provide the City with same day credit for all cash deposits and for incoming wire transfers, provided these transactions are completed prior to 2:00 p.m. on any given regular business day.

Deposits of all cash equivalent items (U.S. Treasury checks, state warrants and money orders) as well as check drafts will be available for use by the City according to the Schedule of Availability submitted by the Depository with its proposal.

G). BANK STATEMENTS AND ACCOUNT RECONCILIATION - The Bank Depository will provide monthly bank statements as well as full and complete account reconciliation services for all accounts under the City's control according to the minimum standards set forth as follows:

* Bank statements on all accounts will be furnished to the City within ten (10) business days after the last working day of the calendar month.

* Bank statements will be issued on a calendar month basis covering a period from the first day of the month through the last day of the month.

* Supporting documentation such as deposit tickets; debit memos; and credit memos will be returned along with the respective bank statement. Cancelled checks will be available electronically.

* All bank statements and other correspondence relating to depository transactions or other banking services should be delivered to the Director of Finance or his designee.

H). COLLATERAL SECURITY - The Bank Depository will provide, at all times, pledged collateral in the amount of at least 106% for all City funds on deposit in excess of applicable FDIC insurance. All pledged collateral must be held in a third-party joint custody account in the name of the City and the Depository and must be held in instruments that are in strict compliance with Section 2-228, Authorized and Suitable Investments of the Joplin City Code. Collateral shall be released and/or substituted only upon the joint written authorization of the City and the Depository. The Depository agrees to provide the City with monthly statements of pledged collateral held in safekeeping that will include par value, coupon interest rate, current market value, maturity date, Cusip number and a description of the collateral. The Depository will be required to sign and abide by the terms of a separate Depository Security Agreement, being Attachment "D" attached hereto.

II. Other Banking Services

A). DEPOSIT SLIPS - The Bank Depository will provide the City with pre-printed deposit slips at no charge.

B). WIRE TRANSFERS - The Bank Depository will permit and facilitate direct wire transfers into and out of City accounts from and to various Federal and State agencies as well as from and to other businesses and organizations. Prompt completion and notification of wire transfers is expected.

C). SERVICE CHARGES - The Bank Depository will assess fees against City Accounts as identified on Attachment "C".

D). SAFETY DEPOSIT BOX - The Bank Depository will provide the City, at no cost, with a safety deposit box at a Joplin branch location (minimum dimensions 8 1/2" X 11").

E). LOCKING BANK DEPOSIT BAGS - The Bank Depository will furnish and replace, free of charge, locking and non-locking bank deposit bags as needed.

F). DIRECT DEPOSIT SERVICES - The Bank Depository must be able to provide direct deposit of employee payroll earnings using the Automated Clearing House system, with the information provided by the City to the Depository through either magnetic tape, floppy diskette, internet or internal modem transfer. The City maintains a bi-weekly payroll schedule with payday on every other Friday. Information will be transmitted to the Depository on the Wednesday preceding the Friday pay date. Employee earnings must be credited to their designated account(s) and available for their use by 8:00 a.m. on the appropriate Friday pay date. While the City does not require 100% participation in the direct deposit program, those employees choosing this method of payment must be allowed to make deposits into multiple accounts of their choice and be able to change the deposit location as frequently as City policy allows. (Note the City recognizes the normal schedule referenced above may have to be altered slightly due to holidays.)

G). NIGHT DEPOSITORY SERVICES - The Bank Depository will make available night depository services for evening and weekend events involving the collection of City funds, the location of which will be established by mutual agreement between the City and the Depository.

H). INSUFFICIENT FUNDS/RETURNED ITEMS - The Bank Depository will automatically redeposit any returned check into the City's General Account for which notification is not required. Items returned a second time as insufficient drafts will be

debited against the City's General Account and promptly returned to the City for further collection action.

I). INVESTMENT SERVICES - The Bank Depository will provide the City assistance in the purchase or sale of U.S. Government securities. The Bank Depository will also provide, upon request, information pertaining to interest rates and general market conditions to assist the City in their investment program. These services are requested as operational assistance and not to be held as investment advisory assistance.

J). BANK LIAISON - The Bank Depository will provide an officer of the institution to serve, without compensation, as a liaison to the City in regards to the depository and other financial services offered by the Depository. This officer will also be available for consultation with City personnel and outside auditors when needed in matters involving the depository agreement and the services provided.

K). BANK CARD SERVICES - The Bank Depository will assist the City with the processing of credit card transactions and debit card transactions in various locations throughout the City. The City will pay all reasonable charges for installation, maintenance and consulting. A separate merchant number should identify each location.

ARTICLE III - AGREEMENT TIME

Performance hereunder will commence at 12:01 A.M. on July 1, 2021, and continue to and until 12:00 P.M., on June 30, 2025.

This Agreement may, at the option of the City, be extended for an additional term of one (1) year, upon the same terms and conditions. If City desires to extend this Agreement, it shall provide at least sixty (60) days' written notice.

City shall have the right to terminate this Agreement upon seven (7) days' prior written notice by Certified mail, return receipt requested, to the address mentioned above for breach of any of the terms and conditions of this Agreement. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE IV - GENERAL CONDITIONS

1. The Bank shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Bank shall prosecute the work in a diligent manner.

3. This Agreement shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bank, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Bank shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

ARTICLE V - RESPONSIBILITIES

The Bank shall:

a) Maintain its corporate office, or a full-service branch within the City limits of Joplin, Missouri;

b) Maintain its charter issued by the Federal Government and/or the State of Missouri;

c) Maintain Federal Deposit insurance;

d) Maintain a loan to deposit ratio of at least sixty percent (60%) in the Joplin Metropolitan Area; comply with the Federal Community Reinvestment Act; and support economic development activities and civic causes which demonstrate a commitment to the Joplin community, such as participation in Chamber of Commerce, Joplin Industrial Development Corporation and Joplin Industrial Development Authority and other City or Chamber sponsored economic development activities.

The City shall:

a) Cooperate with Bank's reasonable requests for assistance, and make available, a designated liaison to Bank; i.e., the Director of Finance or his designee.

b) Consider suggestions from Bank to streamline or improve procedures.

ARTICLE VI - ADOPTION OF REQUEST FOR PROPOSAL AND PROPOSAL AND ADDENDUM

The City and Bank acknowledge and agree that this Agreement is awarded based upon information submitted in Bank's Proposal and Addendum prepared in response to City's Request for Proposal. All services performed shall be in accordance with the Agreement documents as defined in Articles I and II above.

ARTICLE VII - INDEMNIFICATION

The Bank covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, and to indemnify the City for any loss or damage, arising out of Bank's negligence in the performance of services under this Agreement.

ARTICLE VIII - STATUS OF THE BANK

The Bank shall be and shall remain an independent Contractor with respect to all services performed hereunder and agrees to and does accept full and exclusive responsibility for the provision of the services in accordance with this Agreement.

ARTICLE IX - AGREEMENT

This Agreement and the attached Agreement Documents contain the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in three (3) counterparts, each of which shall be deemed an original on this _____ day of _____, 2021.

FOR THE BANK	FOR THE CITY
BY: _____	BY: _____
TITLE: _____	Nicholas Edwards, City Manager

ATTEST:

BY: _____
Secretary

ATTEST:

BY: _____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

BY: _____
Peter C. Edwards, City Attorney

ATTACHMENT D
DEPOSITORY SECURITY AGREEMENT

This Depository Security Agreement is made and entered into this _____day of _____ 2021, by and between the City of Joplin (J4EX), a Municipal Corporation, hereinafter referred to as "Depositor" and Commerce Bank, hereinafter referred to as "Bank" and the Bank, hereinafter referred to as "Custodian".

WHEREAS, Depositor has deposited, and will in the future deposit, public funds with the Bank, in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"); and

WHEREAS, Bank has been selected by depositor as an appropriate banking institution to act as a legal depository of public funds; and

WHEREAS, such public funds are required by law to be continuously secured by the deposit of securities of the kind and character prescribed by law to be suitable collateral for public deposits; and

WHEREAS, Bank, in order to secure the public funds deposited with it by Depositor, has selected Custodian as a banking institution to safe keep and hold the pledged securities under the conditions set forth in this Agreement; and

WHEREAS, Custodian has opened, at Bank's request, a safekeeping account under the above account number in the name of Bank, hereinafter referred to as "collateral Account" to hold all securities from time to time deposited with or collected by Custodian for the Collateral Account, subject to the terms of this Agreement and any instructions furnished to, and accepted by, Custodian in accordance herewith.

NOW, THEREFORE, the parties hereto agree as follows:

1. Security. All funds standing in the name of the depositor or hereafter on deposit with the Bank in excess of applicable FDIC insurance shall be secured by the Bank's pledge of Collateral. Bank hereby pledges to Depositor all Collateral now or hereafter deposited in Bank's Collateral Account and held under joint custody receipt in the name of Depositor and Bank, and agrees that such Collateral shall at all times be maintained in a market value amount equal to al least One Hundred Six Percent (106%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance. All such collateral shall be approved by Depositor's Director of Finance and shall comply with Section 2-228, Authorized and Suitable Investments, of the Joplin City Code.

2. Safekeeping Provision. The Bank will maintain the Collateral in a collateral Account. The Collateral shall be released only upon the joint written authorization of the Depositor and the Bank. The Bank may substitute or exchange Collateral held in the Collateral Account as hereinafter provided.

3. Representations. The Bank represents to the Depositor; (a) that the Bank is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral: and (c) that the deposits of Depositor up to One Hundred Thousand and No/00 Dollars ($100,000) are insured by the FDIC.

4. Default. The Bank shall be in default if it fails to pay, on demand, all or any part of a Certificate of Deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Bank's assets pursuant to applicable banking law or regulation. The Custodian must receive notice that a default has occurred.

   Until Custodian has been notified in writing that a default has occurred, Bank shall be entitled to collect all interest and other payments, which may become due on or from the securities in the hands of Custodian. Custodian is hereby authorized, empowered and directed to pay and deliver over to Bank, in accordance with the terms of this Agreement and instructions issued in connection with the Agreement, all such interest and other payments, as same mature.

5. Proceeds. In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits. Upon receipt of written notice from Depositor that there has been a default by Bank, Custodian is authorized and directed to deliver to Depositor any and all pledged securities or proceeds therefrom which are demanded by Depositor and to give notice of such delivery to Bank. Custodian shall be discharged of all further responsibilities with respect to the surrendered pledged securities or proceeds.

6. Statements. The Bank agrees to furnish monthly to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping by Custodian. The statement will include CUSIP number, collateral description, par value, interest rate, market value and maturity date of the Collateral.

7. Substitution. The substitution or exchange of similar securities comprising the Collateral may be made by the Bank only with the prior written consent of Depositor. Such consent shall not unreasonably be withheld. Depositor must provide written authorization of maturing collateral to the Custodian within three (3) banking days of a request for such authorization. Depositor will pay a fee equal to federal funds rate at that time if the authorization is not provided within that time period.

8. Safekeeping Receipt. Upon receipt of the pledged securities, Custodian shall prepare its safekeeping receipt, in duplicate, describing in sufficient detail and identifying the pledged securities. Such receipts, which are neither transferable nor assignable, shall be mailed to Depositor and to Bank.

9. Financial Condition. The Bank agrees to provide to Depositor on written request a copy of its most recently published Call Report and agrees to provide an annual audited financial statement of Bank's parent bank holding company upon written request.

10. Authorization. Depositor and Bank each represents and warrants to the other that this Agreement is made pursuant to, and is duly authorized by, resolution of its respective Board of Directors or other governing body.

11. Depositories for Public Funds. This Agreement is subject to the provisions of Chapter 110, Depositories for Public Funds, RSMO. (1994).

12. Non-assignability. This Agreement is not assignable in whole or in part, but is binding on the parties hereto and their successors and permitted assigns.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri except to the extent Federal law preempts State law.

14. Termination. Bank may terminate this Agreement at any time by paying over all deposits plus interest which would be earned for the remainder of the term to Depositor and, in the event of such payment and the submission to custodian of the written statement of Depositor to the effect, all securities then held by Custodian under this Agreement shall forthwith be delivered to Bank and this agreement shall thereupon be terminated. Depositor may terminate this Agreement at any time by giving notice to Bank and Custodian.

15. Fees. All fees and charges of Custodian for services under this agreement shall be paid by Bank.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

"Depositor": City of Joplin

By: _____

Title: Nicholas Edwards, City Manager

Address: 602 South Main Street
Joplin, MO 64801

"Bank": _____ Bank, N.A.

By: _____

Title: Vice President

Address:

CERTIFICATE OF SECRETARY OF DEPOSITOR INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Ordinance No. passed by the Council of the City of Joplin, Missouri the day of April 2021 and Ordinance No. 2003-057 passed by the Council of the City of Joplin, Missouri, the 7th day of April, 2003.

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this day of June 2021.

(SEAL)

_____
Secretary of Depository Institution

CommercePayments™

City of Joplin, Missouri

Request for Proposal 2021-RFP-08

Banking Services

March 3, 2021

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THE RESPONSES CONTAINED HEREIN ARE INTENDED FOR DISCUSSION PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS A CONTRACTUAL UNDERTAKING OR COMMITMENT ON THE PART OF EITHER PARTY. SUCH CONTRACTUAL UNDERTAKINGS AND COMMITMENTS, IF ANY, SHALL BE CONTAINED EXCLUSIVELY IN THE DEFINITIVE AGREEMENTS BETWEEN THE PARTIES. IN ADDITION, NOTHING CONTAINED HEREIN SHALL OBLIGATE EITHER PARTY TO ENTER INTO A DEFINITIVE AGREEMENT FOR THE PROVISION OF ANY BANKING SERVICES. ANY SUCH DEFINITIVE AGREEMENT SHALL BE DESIGNATED AS SUCH BASED UPON THE WRITTEN MUTUAL AGREEMENT OF THE PARTIES.

CommercePayments™

March 3, 2021

Leslie Haase
Director of Finance
City of Joplin, Missouri
City Hall, 602 S. Main
Joplin, MO 64801

Dear Leslie,

Thank you for giving Commerce Bank the opportunity to provide a proposal to the City of Joplin, Missouri ("the City"). Please find Commerce Bank's proposal with exhibits located behind the clearly-marked sections.

We firmly believe that Commerce Bank is uniquely positioned not only to offer the City innovative solutions, but also to service your account in a way that exceeds your expectations. The following proposal has been thoughtfully assembled, taking into consideration the specific needs of the City, as well as the unique ways that Commerce Bank is able to provide value-added solutions.

We have included an Executive Summary for your convenience to illustrate several distinctive examples of ways we differentiate ourselves within the banking industry.

We look forward to building a relationship with the City and welcome any feedback on how our recommendations can be modified to best meet your needs. Please feel free to contact us with any questions or comments relating to this proposal. Thank you for your consideration of our services.

Best regards,

Aaron Smith
Relationship Manager, MOKAN Region

CommercePayments™

Table of Contents

Executive Summary 1

Introduction & General Information 2

Required Banking Services 4

Exhibit A: Proposal: Banking Services 21

Exhibit A-1: Optional Banking Service Fees 22

Appendix 23

- Commerce Bank Pricing and Fee Schedule
- Sample Bank Statement
- Sample Account Analysis Statement

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EXECUTIVE SUMMARY

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Executive Summary

We appreciate your consideration of our competitive proposal for the City. This proposal contains comprehensive and detailed responses and intends to convey Commerce Bank's aptitude and commitment to serve the City through the extensive capability of our products, services and representatives.

Relationship Team

Since Commerce Bank was founded over 150 years ago, the bank has continually expanded its long-standing investment in its people, technology, product offerings and service channels to bring the utmost value and convenience to its customers, thus improving the bank's ability to serve the evolving needs of its customers. This strategy, coupled with the bank's community involvement, has given Commerce Bank a leadership position. The City will have a dedicated relationship team led by Aaron Smith, Business Banking Relationship Manager, Lacy Martin, Treasury Management Team Lead, and Minda Lewis, Treasury Management Account Manager. The relationship team will be accessible for in person meetings.

"Big Bank" Technology Delivered with the Service Level of a Community Bank

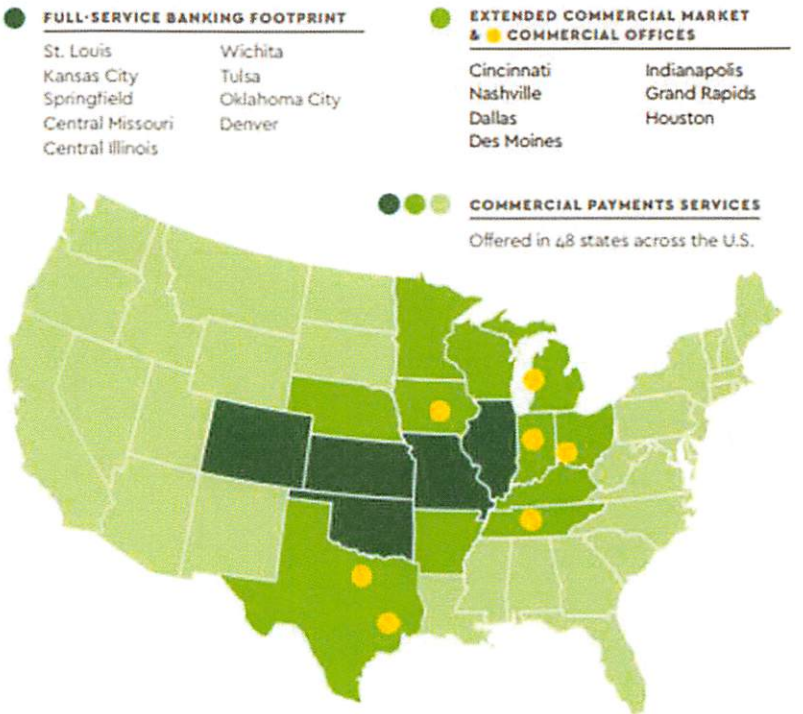
Commerce invests in technology that drives down costs and addresses our clients' ever-changing needs. As a Commerce client, the City will benefit by having access to financial tools that integrate with your software, protect you from fraud, and ultimately deliver cost savings. By doing this, we become more than just our customers' bank. We become partners in their success. Commerce Bank offers the same cutting-edge technology that larger banks offer, but delivers our services using the hands-on approach of a local community bank.

Commerce Bank: Highly Regarded; Long-term History

Commerce Bank was started over 150 years ago and has grown over time to be an industry leader in the financial services industry for delivering innovative services, providing consistently high customer satisfaction, and for our excellent money management services. Below are a few key banking metrics:

- $32.9 billion in assets
- 42nd largest US bank as measured by asset size
- $7.7 billion Market Cap
- 16th largest US bank as measured by Market Cap

We appreciate the City's consideration of the following proposal and welcome the opportunity to answer questions or further discuss capabilities.



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INTRODUCTION & GENERAL INFORMATION

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Introduction and General Information

INTRODUCTION

1.1 The City of Joplin invites qualified local banking institutions to submit proposals for the provision of banking services as described in the attached specifications. Sealed proposals will be received until 2 p.m. on Thursday. March 4.2021 at the office of the Director of Finance, 602 South Main Street, Joplin, Missouri 64801.

Commerce Bank acknowledges the above statement.

1.1.1 The contract is for four (4) years commencing July1, 2021 and extending through June 30, 2025. The contract may be extended by the mutual consent of the Depository and the City for an additional one (1) year or until another depository is selected.

Commerce Bank acknowledges the above statement.

1.1.2 Whenever temporary idle funds are available, the City may purchase certain short-term investments. All Financial Institutions which meet the minimum qualifications set forth in this document will be given an opportunity to be placed on the investment bid list and to participate in the bidding process at the time these instruments are sought for purchase.

Commerce Bank acknowledges the above statement.

QUALIFICATIONS

2.1 To qualify as a depository for City funds, the Financial Institution must meet the following qualifications:

2.1.1 The proposer must be a chartered banking institution with branch banking facilities located within the city limits of Joplin, Missouri. The branch bank of the proposer located within the City must be able to offer the full range of banking services required by this Request for Proposal (RFP).

Commerce Bank holds a Missouri charter and has a branch at 1820 E. 20th in Joplin, MO.

2.1.2 The proposer must provide copies of all documents required by state law (Chapter 110, Depositaries for Public Funds) to the City's Finance Director. The banking institution must meet or exceed the requirements outlined therein.

Commerce Bank acknowledges the above statement.

2.1.3. All banks submitting proposals must be full-service banking institutions capable of providing at least those services identified in Exhibit A.

Commerce Bank acknowledges the above statement.

2.1.4 All banks submitting proposals must collateralize 106% of the City's deposits in excess of applicable FDIC insured funds in accordance with the City's Investment Policy (Exhibit C). The acceptable collateral includes United States Treasuries, GNMA (Government National Mortgage Association), U.S. Government Agency or U.S. Government Sponsored Entities as set forth in Section 2-228 of the City's Investment Policy. Any such collateral shall be provided as required by the City Investment Policy.

Commerce Bank will comply with the applicable Missouri law regarding collateralization of collected public funds balances that exceed the FDIC insurance coverage limit.

2.1.5 The successful bidder will be required to enter into a depository agreement substantially similar to the one identified as Exhibit B.

Commerce Bank acknowledges the above statement.

2.1.6 The investment activities of the City will in no way be affected by the appointment of a banking institution to handle the City's regular checking account. All investment activities will be handled at the direction of the City's Finance Director and in accordance with state laws.

Commerce Bank acknowledges the above statement.

2.1.7 The City reserves the right to rescind the appointment of a banking institution should the banking relationship become unsatisfactory. This will require a majority vote of the City Council.

Commerce Bank acknowledges the above statement.

2.1.8 The City reserves the right to reject collateral after review, based upon collateral evaluation, existing market and financial conditions.

Commerce Bank will comply with the applicable Missouri law regarding collateralization of collected public funds balances that exceed the FDIC insurance coverage limit. Commerce will work with Joplin to rectify any collateral rejections by the City.

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REQUIRED BANKING SERVICES

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Required Banking Services

Each proposer shall submit a comprehensive list of service prices by completing the service cost section (Exhibit A) of the RFP. This list will be considered all-inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the Banking Services Contract. Services will be evaluated on availability, costs, time schedules, interest rates and the applicability of optional services. The following categories are the basic package of required banking services:

7.1 Bank Accounts

7.1.1 Main Operating Account: The banking institution will furnish the city with a main operating account. Deposits are primarily made in checks with some currency and credit card transactions. Disbursements from the main account will be mainly through accounts payable checks, payroll checks, ACHs and a small number of wire transfers. The City of Joplin currently issues approximately1,000 accounts payable checks per month and 400 payroll checks, with the remaining payroll issued through direct deposit. The average number of deposits per month is 450. Accounts payable and payroll checks should be charged against two separate zero-balance checking accounts and cleared against the main operating account. Supplying of imprinted checks is a City responsibility for the main operating account and the two zero-balance accounts. Bank shall supply imprinted checks and deposit slips as requested by the City for the special purpose checking accounts at no cost.

We can comply – checks/deposit slips will be provided to the City at bank cost.

7.1.2. Health Insurance: The banking institution will furnish the city with a checking account into which deposits will be made for health insurance premium costs for the city and employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average approximately 80 per month. This is an interest bearing account.

The City may elect to pay for bank service fees either by having a designated account charged each month or by maintaining sufficient balances to fully offset fees after the earnings credit is applied. The City may also use a combination of the above.

Commerce Bank allows customers to pay their service charges either via direct debit to a designated account or through the submission of an invoice and payment. No late fees are assessed. If payment has not been made on an invoiced account after 3 months, then the operating account is automatically charged for the net service fee. Commerce Bank's Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

The calculation of the bank's ECR Credit is as follow:

Earnings Credit = Avg Pos Avail Balance * [(ECR/days in yr)* Days in Cycle]

7.1.3 Flexible Spending: The banking institution will furnish the city with a checking account into which deposits will be made for flexible spending accounts (FSA) for our city employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average 30 per month. This is an interest bearing account.

The City may elect to pay for bank service fees either by having a designated account charged each month or by maintaining sufficient balances to fully offset fees after the earnings credit is applied. The City may also use a combination of the above.

Commerce Bank allows customers to pay their service charges either via direct debit to a designated account or through the submission of an invoice and payment. No late fees are assessed. If payment has not been made on an invoiced account after 3 months, then the operating account is automatically charged for the net service fee. Commerce Bank's Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

The calculation of the bank's ECR Credit is as follow:

Earnings Credit = Avg Pos Avail Balance * [(ECR/days in yr)* Days in Cycle]

7.1.4 Joplin Municipal Division: This account is state mandated. The Joplin Municipal Court issues approximately 30 disbursements per month. Deposits are made in checks, currency, ACHs, and credit card. The average number of deposits is 20 per month. This is an interest bearing account.

The City may elect to pay for bank service fees either by having a designated account charged each month or by maintaining sufficient balances to fully offset fees after the earnings credit is applied. The City may also use a combination of the above.

Commerce Bank allows customers to pay their service charges either via direct debit to a designated account or through the submission of an invoice and payment. No late fees are assessed. If payment has not been made on an invoiced account after 3 months, then the operating account is automatically charged for the net service fee. Commerce Bank's Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

The calculation of the bank's ECR Credit is as follow:

Earnings Credit = Avg Pos Avail Balance * [(ECR/days in yr)* Days in Cycle]

7.1.5 Drue Forfeiture: This account is federally mandated. Disbursements from this account are minimal, averaging less than 5 per month. The average number of deposits is 2 per month. This is an interest bearing account.

The City may elect to pay for bank service fees either by having a designated account charged each month or by maintaining sufficient balances to fully offset fees after the earnings credit is applied. The City may also use a combination of the above.

Commerce Bank allows customers to pay their service charges either via direct debit to a designated account or through the submission of an invoice and payment. No late fees are assessed. If payment has not been made on an invoiced account after 3 months, then the operating account is automatically charged for the net service fee. Commerce Bank's Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

The calculation of the bank's ECR Credit is as follow:

Earnings Credit = Avg Pos Avail Balance * [(ECR/days in yr)* Days in Cycle]

7.1.6 TIF EATS: The City of Joplin issues approximately 5 TIF EATS checks per month. The average number of deposits is 5 per month. This is an interest bearing account.

The City may elect to pay for bank service fees either by having a designated account charged each month or by maintaining sufficient balances to fully offset fees after the earnings credit is applied. The City may also use a combination of the above.

Commerce Bank allows customers to pay their service charges either via direct debit to a designated account or through the submission of an invoice and payment. No late fees are assessed. If payment has not been made on an invoiced account after 3 months, then the operating account is automatically charged for the net service fee. Commerce Bank's Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

The calculation of the bank's ECR Credit is as follow:

Earnings Credit = Avg Pos Avail Balance * [(ECR/days in yr)* Days in Cycle]

7.1.7 TIF PILOTS: The City of Joplin issues approximately 5 TIF PILOTS checks per year. The average number of deposits is 5 per year. This is an interest bearing account.

The City may elect to pay for bank service fees either by having a designated account charged each month or by maintaining sufficient balances to fully offset fees after the earnings credit is applied. The City may also use a combination of the above.

Commerce Bank allows customers to pay their service charges either via direct debit to a designated account or through the submission of an invoice and payment. No late fees are assessed. If payment has not been made on an invoiced account after 3 months, then the operating account is automatically charged for the net service fee. Commerce Bank's Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

The calculation of the Bank's ECR Credit is as follow:

Earnings Credit = Avg Pos Avail Balance * [(ECR/days in yr)* Days in Cycle]

7.1.8 Additional Accounts as Needed: The banking institution will provide the City with additional low volume special purpose checking accounts as the need arises. Such accounts will be provided with personalized and pre-numbered checks and deposit slips at no additional charge, and will be included in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No charges will be made directly to any of these special accounts

Commerce Bank acknowledges the City's account structure as listed above in 7.1.

Additionally, checks/deposit slips will be provided to the City at bank cost.

The City may elect to pay for bank service fees either by having a designated account charged each month or by maintaining sufficient balances to fully offset fees after the earnings credit is applied. The City may also use a combination of the above.

Commerce Bank allows customers to pay their service charges either via direct debit to a designated account or through the submission of an invoice and payment. No late fees are assessed. If payment has not been made on an invoiced account after 3 months, then the operating account is automatically charged for the net service fee. Commerce Bank's Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

The calculation of the bank's ECR Credit is as follow:

Earnings Credit = Avg Pos Avail Balance * [(ECR/days in yr)* Days in Cycle]

7.2 Banking Services

7.2.1 Electronic Funds Transfer: The Finance Department currently initiates wire transfers via the internet. This proposal is for internet access that would allow the Finance Department to initiate outgoing transfers and receive data on incoming and outgoing wire transfers.

The City has approximately 30 incoming and 15 outgoing wire transfers per month. The banking institution will provide for instant wire transfer of funds to any bank using the internet and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses, incoming wires shall be posted to the City's account within one hour of being received by the bank. When there are both transfers in and transfers out during the same day, they will be treated as if occurring simultaneously, precluding any consideration of daylight overdrafts for purposes of the RFP. Wire service credit and debit notices must be reported daily and included in the monthly statement.

Commerce Connections Wire Transfer

Commerce Connections, our online banking cash management system, provides an automated way to initiate domestic Wire Transfers, internal transfers and drawdowns on a repetitive or non-repetitive basis. Commerce Connections is also a convenient way to confirm receipt of incoming wires. Using the City's Internet connection and Commerce Connections, the City can initiate, cancel or approve Wire Transfers and produce activity and management reports.

The City will have the ability to initiate and monitor wire transfers online along with the ability to receive notification of incoming and outgoing wire transfers by means of our e-mail notification system. Authorized individuals can log into our cash management application, Commerce Connections, to initiate wire transfers. The application has a dedicated module for wire transfers that collects the required data necessary for the initiation, as well as for the validation of funds availability once received by Commerce Bank. Repetitive wire transfer instructions/templates can be initiated and stored indefinitely. The module requires dual approval for all wire transfers. Once all the required fields are completed, the City's user(s) can submit the wire transfer for approval by a second authorized user. The submission and approval of wire transfers requires an out-of-band authentication call. Once the wire is approved by the second authorized user, the status of the wire is updated until it is released to the Federal Reserve Bank. Wire transfers are limited to US dollar transactions. However, Commerce Bank does have an International Wire module that can be added if needed.

Future dated wires can be initiated and warehoused for up to 60 days. However, if needed, we can work with the City on an extended time frame. The City can access warehoused wire instructions for additional use without limitation. The warehouse function is not limited to certain types of wire transfers and/or certain types of initiation methods.

7.2.2 Account Maintenance

7.2.2.1 Deposits accepted and/or received by 2:00 p.m., will be credited to the account on that same day.

Commerce Bank's ledger cutoff time is 7:00 p.m. CST. There are exceptions in ledger cutoff time for branches whose closing times vary by location between 5:00 p.m. CST and 7:00 p.m. CST. There are also exceptions in ledger cutoff time for Vault locations whose cutoff time varies by location between 2:00 p.m. and 3:00 p.m. CST.

Check items on the depository institution will be available the same day. Items on local institutions will be available the next day. Credit cards, money orders, cash, ACH credits, and wires from local, regional, and out of state banks will be given an immediate credit.

7.2.2.2 Monthly Statements showing the overall activity of the City's accounts will be provided. These reports shall include a monthly detailed analysis of the banking institution's cost of operating the City's accounts. All canceled checks will be available electronically. The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

The City's bank statements will be available via our online application, Commerce Connections. Commerce Connections provides the ability to view a PDF of your checking account statements the first business day after the statement cuts. The checking account data can also be exported in a variety of formats including comma delimited, tab delimited, BAI2, plain text, CSV, HTML, and PDF. We can accept custom cutoff calendars for statements provided by customers and can accommodate specialized requests. The City will also be able to export and save these statements to the City's network, if chosen.

Account analysis statements are available the 7th day of the month following the billing month. For example, February's account analysis statement would be available for viewing on Commerce Connections on the 7th of March. Please see the Appendix for sample Bank and Account Analysis statements.

7.2.2.3 Specific Contacts will be identified in both the branch and main office that are available during normal working hours to answer questions. These personnel shall be familiar with the City's accounts and the Banking Services Contract.

Your relationship team will consist of Aaron Smith, Relationship Manager, Lacy Martin, Treasury Team Leader, Minda Lewis, Treasury Account Manager, and Tresha Fink, Joplin Branch Manager. These individuals will be available from 8 a.m. to 5 p.m. Monday-Friday.

Day-to-day support is available through Commerce Bank's centralized Commercial Customer Support department. Customer Support is staffed Monday through Friday, 7 a.m. to 7 p.m. CST. Support is accessible via email, fax and over the phone. There are no additional charges for this assistance. Commerce Bank's Commercial Customer Support provides immediate access to highly-trained and motivated personnel to assist you with technical issues and research. College graduates staff this department, with job

grades at the highest non-management levels available. They experience twice the industry standard in training throughout all areas of bank operations. Our Commercial Customer Support representatives are able to support any and all types of commercial customer inquiries.

Commercial Customer Support representatives will provide immediate, same-day support and resolution. If a problem is not able to be resolved on a same-day basis, a representative will contact the customer at the end of the day with the status of the research and continue providing daily updates until its complete resolution.

Each and every customer inquiry is logged into a proprietary case management system that can be accessed at any time by members of your relationship team. The status of each inquiry is updated, and time stamped to ensure prompt resolution. Cases are not closed out of the queue until final resolution have been communicated to the customer. Each time a case is closed, the relationship team receives an email indicating both the nature of the issue and the steps taken to resolve the issue.

7.2.2.4 Insufficient Fund returned checks will be automatically presented for collection a second time. The City will not be charged for customer returned checks.

Commerce Bank can present check items two times for clearing; the first time is when the check is deposited and then a second time if that item is returned. If the item is returned a second time, a debit will post to the depository account or an alternate account if desired.

Return deposited item advices can be sent via secure email. The email advice can provide a timelier notification when a deposited item has been returned. An email advice can potentially provide more intraday time to research the return deposited item.

A bank charge associated with the return item will be charged and placed on the analysis statement where ECR could assist with offsetting those fees.

7.2.2.5 Safety Deposit Box is required for the City. The City will not be charged for such box that must be at least 8'A" x 11" in size.

We can provide a safe deposit box at no cost to the City.

7.2.2.6 Branch Locations are utilized by various departments to make night deposits for the pools, golf course, and others. Please provide a listing of branch locations that offer a night depository drop off box.

Commerce Bank has a branch at 1820 E. 20th Street, Joplin, MO 64804.

7.2.2.7 Depository Credit/Debit Card Transactions: The City currently accepts MasterCard and VISA credit cards as a means for payment at the following locations:

- Public Works-1Machine
- Finance - 2 Machines
- Parks Athletic Complex-1Machine
- Parks Pools-1Machine
- Municipal Court- 2 Machines
- Golf Course -1Machine
- Jail-1Machine
- Police-1Machine
- Health- 2 Machines
- Library-1Machine
- Museum-1Machine
- MAPS —1Machine

A separate merchant number is needed for each location. Additional locations could be added in the future. Also, the City requires EMV Chip Card technology on these machines.

The City can be assured that Commerce Bank Merchant Services understands our clients' businesses and the unique challenges they face. Our investment in high-touch service is demonstrated through the sole ownership and direct management of our merchant services portfolio. Commerce Bank does not sell off business: an approach that is at odds with many of our acquiring peers, who view merchant processing as a quick stop-and-drop product rather than an ongoing objective to provide quality service that reduces pricey fees. You will find this differentiator positions Commerce Bank to provide extremely competitive discount rates.

We can add Discover and American Express, should the City ever require at the same rate listed below for Visa and MasterCard. We can also provide the City with multiple merchant accounts. EMV chip technology is fully supported by our solutions.

Commerce Bank's proposed discount rate and fees for Merchant Services are as follows:

- **Merchant Discount Rate: .12%**
- **Other Bankcard Fees: $.04 transaction fee, $10 monthly fee**
- **No fees for statements**

7.2.2.8 Direct Deposit of Payroll Checks is currently a benefit to employees. The bank should indicate the minimum number of working days prior to the date of payment that the City would be required to deposit payroll monies and provide the transmission information. Funds should be available to employees at their respective banks at the time of opening on the date of payment. The City of Joplin is on a bi-weekly payroll schedule (26) pay periods per year.

Commerce Bank is a Direct Member of NACHA (the regulatory body for the ACH Network), an active leader in the ACH community and one of the largest providers of ACH services in the region.

Our ACH service enables the City to send future dated ACH debit transactions as well as future and Same-Day credit transactions. Our customer can deliver ACH files to Commerce in several ways:

Direct File Transmission

This method is typically used by companies who create their own ACH files or have a system that will create NACHA formatted files. Transmissions can be made by the City or a third-party provider. Commerce supports a wide variety of transmission protocols to allow ACH files to Commerce for processing. Commerce Bank uses file control total verification and generates file receipt confirmations to identify each submitted file. File verifications can be entered via IVR or online through Commerce Connections. Customers that cannot generate a NACHA formatted file are encouraged to use Commerce Connections to transmit payment information.

Security of the files the City transmits is based on the access and identification codes Commerce assigns in confidence to the City when the Service is implemented. Access is allowed only via specific telephone lines. The number to dial will be provided when the Service is implemented. The City will receive detailed transmission procedures upon implementation of the Service.

The City must provide the total dollar amount of the file for verification and accounting purposes by 6:00 p.m. (CT) prior to completion of a successful transmission. Your company must provide the totals through Commerce Bank's ACH File Scheduler, an automated voice response system, using a unique Customer ID and PIN. Another option to provide the total dollar amount /control totals of the file for verification would be through ACH Risk Manager, our online application provided through our cash management application, Commerce Connections.

Commerce Connections

This method allows companies to initiate ACH transactions through an online application. Access is controlled through numerous layers of security and requires Enhanced Security. We offer a user- friendly ACH origination module. Templates can be created to save bank account information. The Customer can also upload a NACHA-formatted file or a custom formatted file to Commerce Connections.

Commerce Connections also includes a robust reporting tool that details all ACH activity. Information is available for 90 days online. The City can query information based on Activation, Approval, Processing, or Effective Entry Date and can also upload a NACHA-formatted file to Commerce Connections.

Since Commerce Bank is a NACHA participant, all ACH credits and debits originated by a third party will be posted to the Customer's account on the date of settlement. Through Commerce Connections, the Customer will have access to online reports that show ACH receipt activity. ACH receipt activity can be viewed throughout the day of settlement using the Commerce Connections current day module. This information can be filtered and sorted in several methods. Many of the reports can be exported into standard forms such as BAI2 and CSV for importing into spreadsheet applications.

Commerce Connections also provides reporting so that customers can be made aware of ACH returns or Notifications of Change (NOCs) on a timely basis. Email notifications are available for ACH returns and NOCs.

Security procedures include secondary/dual approval. Dual approval requires a second authorized user to review and approve transactions. Enhanced Security (out of band authentication) enables authorized users to authenticate themselves by phone (entering a PIN) prior to gaining access to funds movement services.

7.2.2.9 On-line Banking Services including:

7.2.2.9.1 Positive Pay Services

Commerce Bank's Positive Pay Service reduces the City's fraud risk since the Bank pays only those checks you authorize. It also gives the City comprehensive and efficient control over all check disbursement activity by allowing the City a daily review of all exception items before final payment occurs.

How does it work?



When you issue checks, you also submit a file detailing those transactions to Commerce Bank. Please see the Appendix for the check issue file format. Commerce Bank also has the ability to custom map an Excel or .CSV file in lieu of our standard check issue file format if needed based on the City's system capabilities. On a daily basis, Commerce Bank will match all checks presented for payment against your check issue file. Commerce Bank will reject items received for payment that do not match the serial numbers, issue dates, payee information, and dollar amounts, as well as duplicate items, issued by the City to Commerce Bank. The Exception Items are then presented to the City for review to decision to accept or reject the item through our Positive Pay module in Commerce Connections by 10:30 a.m. CT.

You may also elect to have stale dated or high dollar checks reject as exceptions, providing the opportunity to review and determine whether the item should be paid or returned.

The City must notify Commerce Bank no later than 2:00 p.m. CT the same bank business day the Exception Items are reported, regarding final disposition instructions for each check. The City can receive notifications through secure email of Positive Pay exceptions. If the City fails to notify the Bank, the exception items will be paid. Commerce Bank's default disposition is to "Pay-All" items when not notified by the City by 2:00 p.m. CT on the same bank business day. However, if the City chooses to have all items returned in the instance that Commerce Bank is not notified by 2:00 p.m. CT, the City must complete an Alternative Default Disposition Agreement.

The City's checks that are presented for payment at any Commerce Bank retail branch location will be validated against the check date, account number, serial number and dollar amount. This process is otherwise known as Teller Line Positive Pay.

Positive Pay services prevent loss due to check fraud. This service requires a formatted issue file complete with issue, stop and void information, be sent to Commerce Bank at least 20 minutes prior to check disbursement. The files are loaded to our account reconciliation system every 20 minutes between 7:00 a.m. and 7:00 p.m. each business day, updating the teller and transit systems as they are loaded. Manual issues and voids may be entered via Commerce Connections for intraday checks.

7.2.2.9.2 On-line Stop Payment Services

Stop Payments may be entered in Commerce Connections with either a 6 or 12-month term. However, the best and most cost-effective way to make sure a check does not clear is to place a "void" on the check through our Positive Pay product. If a check is presented within a year of the void being placed on the check, the check will automatically be rejected. If a check that has a void on it is presented for payment after a year of the void being placed, the City will receive a Positive Pay exception email at which time the City is able to reject the item. Manual Stop Payments can also be initialized through our commercial customer support department by authorized City personnel.

7.2.2.9.3 Imaging

Images of checks will be available online through Commerce Connections for a period of 90 days. The City may also contact our customer service team to receive an electronic copy with same-day service. Commerce Bank can provide a CD with monthly cleared checks for all accounts as well as checking account and account analysis statements. Our CD-Rom service provides front and back images of your paid check activity, along with special zooming technology to review signatures, endorsements and other user-defined areas within your check.

Commerce Bank can provide images of paid checks for the City's accounts via Commerce Connections (for a period of 90 days), CD-ROM, DVD-ROM or Image Transmission. CD/DVD and Image Transmissions can be produced daily, weekly, bi-weekly, monthly, semi-monthly or custom calendar.

Our CD/DVD service provides front and back images of your paid check activity, along with special zooming technology to review signatures, endorsements and other user-defined areas within your check. Checking account statements and account analysis statements can be loaded on to the CD/DVD as well.

Image Transmissions provides a convenient method for storage of the City's paid checks to their internal archive system. Image Transmissions are scheduled for delivery on the bank business day following the customer indicated cycle cut-off.

7.2.2.9.4 On-line reporting for banking transactions

Commerce Connections is a comprehensive, web-based cash management system with information readily available whenever you need it.

This flexible system would allow the City to access and manage all daily disbursements and collections online on a secure website. Commerce Connections would allow the City to maximize cash balances and streamline transaction activity.

With Commerce Connections, the City would have the ability to:

- **View balances and transactions easily to calculate cash position and make timely decisions (information available for 90 days)**
- **Checking account data can be exported in a variety of formats**
- **Inquire about outstanding checks, enter stop payments, cancel stop payments, and view check images (information available for 90 days)**
- **View and download customer statements**
- **Transfer funds between Commerce accounts**
- **Initiate ACH transactions to and from accounts at other banks via:**
  - **Easy to use templates**
  - **Uploading an ACH file**
- **ACH Return Reports (Includes Notifications of Change)**
- **Initiate wire transfers to accounts at other banks**
- **Review the details of received ACH items**
- **EDI Reports**
- **View exception items and check images in order to decision them**
- **View lockbox deposited items, including exceptions**
- **Manage foreign currency exchange and letters of credit**
- **Receive time-sensitive broadcast messages**
- **Take control by setting up access privileges and taking advantage of built in security measures**

Initial training will be provided virtually, and ongoing support is available through Commerce Bank's Commercial Customer Support department. Customer Support is staffed Monday through Friday, 7:00 a.m. to 7:00 p.m. Support is accessible via email and over the phone.

7.2.2.9.5 On-line Wire Transfers & Account Transfers

Please refer to the Wire Transfer information provided in 7.2.1.

Commerce Connections allows the City to originate account transfers with the ability to build in approval workflows as designated by the City. The Account Transfers module allows authorized users to move funds between the City's accounts at Commerce Bank.

7.3 Compensation

Each month the bank will be compensated for the services provided. The following procedures will be followed:

7.3.1 The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided. All fees will be deducted from the general account.

Monthly Account Analysis statements will be provided to the City with the ability to group all accounts together. The City will be able to designate which account should be debited for the fees.

7.3.2 The bank will calculate interest earnings and deposit them into the general account and each of the special purpose checking accounts monthly.

The City may elect to pay for bank service fees either by having a designated account charged each month or by maintaining sufficient balances to fully offset fees after the earnings credit is applied. The City may also use a combination of the above.

Commerce Bank allows customers to pay their service charges either via direct debit to a designated account or through the submission of an invoice and payment. No late fees are assessed. If payment has not been made on an invoiced account after 3 months, then the operating account is automatically charged for the net service fee. Commerce Bank's Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

The calculation of the bank's ECR Credit is as follow:

Earnings Credit = Avg Pos Avail Balance * [(ECR/days in yr)* Days in Cycle]

7.3.3 The charges calculated in this section shall be the sole compensation to the bank for account services provided.

All associated Treasury Management fees will display on your monthly Account Analysis statement showing a breakdown of volumes, pricing, and the overall net service charge. Merchant Services will provide a separate statement of similar information along with respective monthly service charge.

7.3.4 The bank agrees to abide by the service charges submitted in its proposal for a period of four (4) years and one additional year by agreement of both parties.

Commerce can comply.

7.4 Optional Banking Services

In addition to the basic services described the City requests proposals for optional services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

7.4.1 Automatic Overnight Investments

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

Commerce will offer an automated repo sweep rate equal to 50% of the Federal Funds Interest On Excess Reserves (IOER) plus 0.01%. The City's repo rate would be 0.06%.

7.4.2 Other Optional Services as identified by the proposing bank.

Payment Cycle Review

Commerce Bank offers a Payment Cycle Review that includes completing a thorough on-site review of The City's back office processes, including payables and receivables functions. The Payment Cycle Review establishes opportunities to create efficiencies, reduce operational costs, and mitigate fraud with customized recommendations that best align with your objectives.

Overview-AP Card

As a flexible payment management solution, our AP Card program automate accounts payable within a single application and provides operation efficiencies, enhanced controls, and detailed reporting.

The AP Card program provides multiple acceptance options to fit your suppliers' unique payment needs. Whether you pay suppliers on a regular basis or need to accommodate an ad-hoc, one-time, or point-of-sale purchase, the flexibility of our solution will improve supplier relationships while maximizing your card volume and overall revenue share potential.

Key features of the AP Card program include:

- **No software to host**
- **Retain existing process and procedures**
- **Reduce check expenses**
- **Keep existing banking relationships**
- **Revenue share paid monthly**
- **Our AP Card solution offers multiple payment options**
- **"Pull" Payments: where Virtual cards are assigned to vendors and loaded with the exact invoice amount. An account number is provided with payment advice for one-time use.**
- **"Push" Payments: where payments are automatically deposited into the supplier's merchant account; payment advice is sent simultaneously, notifying the supplier of payment.**
- **Exact Match: where The City has the ability to only allow the supplier to charge the exact amount that is represented on the remittance notification, which gives the total sum to charge.**

- Private Network Transactions (PNT): where suppliers that choose to not accept card as a form of payment due to higher interchange rates, are provided through Commerce Bank a Private Network Virtual Card Program option. This enables the supplier to participate in a low-cost payment solution and allows the opportunity to still earn revenue share.
- Manual AP Payment (MAP): where during the ongoing supplier enrollment process (managed by Commerce Bank), The City identifies specific suppliers as a "Manual AP" opportunity. Manual AP is a term we use for suppliers that will accept a credit card payment through manual intervention, typically a phone call or web portal. As a value-added service, Commerce Bank will process these Manual AP supplier payments on behalf of The City when volume and supplier specific remittance criteria is met.

Payment Hub

To increase supplier payment options, Commerce Bank proposes employing Payment Hub in unison with our AP Card solution. The Payment Hub works with your existing accounting system to consolidate all your payment types into a single payment instruction file with a fully managed payment program.

Key features of the Payment Hub include:

- Maximize internal efficiencies
- Eliminates check writing costs
- Increases electronic payments
- Reduces or eliminates escheatment
- Reduces reconciliation time
- Provides secure payment data

The Payment Hub maintains all supplier assigned payment types, manages supplier information, facilitates payments, and creates a reconciliation file back to your ERP system. On top of these benefits, Payment Hub will provide the City complete visibility through the payment process and does not require extensive changes for the City's staff as it operates through the same ControlPay® platform as our AP Card solution.

Commerce Bank does all the heavy lifting with this solution since our in-house team of supplier enrollers contact your suppliers to quickly and effortlessly set them up with the payment option of their choice. Enrollment is ongoing throughout the life of the City's program.

The City has thousands of suppliers. Each supplier is unique in their payment acceptance criteria. While some suppliers accept electronic payments, others prefer a paper check. Managing these different payment types can get very complex. For businesses looking to streamline workflows, one-file payment processing is a simple solution. All payment types – Check, ACH, and Card –are all consolidated into one easy-to-generate file. Separation isn't necessary,making a quicker payment process that saves resources.

Check, ACH, and Virtual Card payments are drawn out of a pool-account that is owned by Commerce. Because of this, Commerce takes on fraud risk, following up on uncashed checks, and ultimately handling escheatment. This solution can also create pricing benefits by saving entities from extensive treasury fees and may even cut back on check writing and ACH processing fees.

CollectPay Online™

CollectPay Online from Commerce Bank is an electronic payment solution that broadens your customer's payment options. CollectPay Online enables customers to make payments over the phone or online. The service accepts payments by credit card, debit card or debit to a bank account.

Customized payment scheduling allows customers to decide when to pay. Customers can view their bill summary information online. This service is designed to improve your customer's bill payment experience while simplifying your accounts receivable processing and posting activities. CollectPay Online offers secure authentication through your website or through a fully hosted solution. A robust dashboard enables you to research customer transactions, enter payments on their behalf and generate a variety of reports. Real-time reporting enables you to respond to patient inquiries quickly and efficiently. The service also manages your PCI compliance.

ACH Risk Manager

Stop unauthorized ACH transactions from settling to your organization's accounts with ACH Risk Manager from Commerce Bank.

Electronic Payment Authorizations (EPA), commonly referred to as ACH Filters, provide fraud protection against unauthorized ACH transactions presented to business accounts. Protection is available through both ACH filters and ACH blocks with the EPA service. When an ACH block is placed on an account, all incoming debits (and credits, if desired) attempting to post to the account are blocked automatically and returned unauthorized. ACH filters provide the City the ability to create and maintain payment filters, allowing only authorized ACH items to post to your account.

The ACH Risk Manager module of Commerce Connections offers the enhanced ability to make "pay/no pay" decisions on rejected ACH transactions. Any item attempting to post to an ACH Risk Manager account which is not identified as a preauthorized ACH transaction will suspend as an exception, providing the opportunity to review the transaction and decide whether or not it should be paid. The ACH Risk Manager module provides the ability to add, delete, modify or search for unlimited EPA filters established at any time during the use of the product.

Email Notifications

ACH Risk Manager offers the City the ability to receive email notifications for "triggering" events providing information regarding various activities performed by the City within ACH Risk Manager or activities within the City's ACH Commerce Bank accounts. The notifications will also prompt the City when rejected items are available for decisioning through EPA.

CommercePayments™

EXHIBIT A: PROPOSAL– BANKING SERVICES

CommercePayments™ solutions are provided by Commerce Bank.

Exhibit A: Proposal–Banking Services

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Joplin, Missouri, submits the following bid for banking services for the four-year period beginning July 1, 2021, as per specifications and exhibits attached.

1. Bank Services to be provided:
   a. Demand deposit checking account services
   b. Additional checking accounts as specified in this Request for Proposal
   c. Electronic fund transfer notification and on-line banking
   d. Account reporting, maintenance, and service
   e. Credit/Debit card services
   f. Other services as specified in this Request for Proposal

2. Charges for Services

   Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit samples of reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution receiving the contract.

3. Contact

Who may we contact at your financial institution regarding this proposal?

Aaron Smith	**Vice President**
Name	Title
1820 E. 20th in Joplin, MO.	**(417) 626-4037**
Office Address	Phone

CommercePayments™

EXHIBIT A-1: OPTIONAL BANKING SERVICE FEES

CommercePayments™ solutions are provided by Commerce Bank.

Exhibit A-1 Optional Banking Services Fee

Monthly Checking Account Fees: (Please state your fees for the following services)

a	Account maintenance fee, (monthly)	**Please refer to the attached Pricing and Fee Schedule for details on Service Fees.**
b	Deposits, per deposit (450)	
c	Wire transfers (in) per transfer (30)	
d	Wire transfers (out) per transfer (15)	
e	Access for wire transfers and account inquiry	
f	Stop payment, per item (5)	
g	Check processing, per item (1,000)	
h	Direct deposit charges (please itemize) (1,300)	
i	Daily earnings rate on funds remaining in account at close of business day	
j	Bankcard discount rate ($650,000)	
k	Other bankcard related fees	
l	Fee for printed monthly statement (if applicable)	
m	Fee for check imaging (please itemize)	
n	Positive Pay Services (please itemize)	
o	Other charges (list and describe)	➢ **Merchant Discount Rate: .12%** ➢ **Other Bankcard Fees: $.04 transaction fee, $10 monthly fee**

4. Interest payment on account balances (describe the formula proposed to calculate interest for collected fund balances).

   Earnings Credit = Ave Pos Avail Balance*[(ECR/365)*Days in Cycle]

5. Wire transfers (describe security procedures).

   Commerce Bank security procedures include approval for certain funds transfer activities such Wire Transfers. Dual approval requires a second authorized user to review and approve transactions. Transactions without the proper approvals will not be processed by Commerce Bank. Commerce Connections provide multiple levels of security to transmit data via the internet and for limiting user's capabilities.

6. Safekeeping Services (describe fee structure and procedures).

   Commerce Bank will waive our normal safekeeping custody fees, except for the $100 per item fee for bonds bought from another dealer and delivered into Joplin's Commerce custody account. For example, if Joplin bought a $2 million US T-Note from dealer-X with it delivered into Joplin's Commerce custody account, Joplin would be charged $100 once with no other custody fees for that investment. If Joplin bought the same $2 million from Commerce, there would be no custody fees for that bond.

CommercePayments™

APPENDIX

CommercePayments™ solutions are provided by Commerce Bank.

Commerce Bank

Treasury Pricing Proposal

Customer Name: City of Joplin

Commerce Bank	
Average Collected Balance	$95,000,000.00
Less Reserve Requirement - 0%	$0.00
Net Collected Balance	**$95,000,000.00**
Earnings Credit Rate	0.20%
Total Monthly Treasury Services Charges	$3,187.75
Earnings Credit Allowance	$15,833.33
Net Monthly Service Fees Due	**$0.00**

Service Code Description	Volume	Price	Monthly Charge
Account Maintenance	9	$14.000	$126.00
Paper DDA Statement	9	$4.000	$36.00
Check Only Debits	1,400	$0.160	$224.00
Deposits/Credits Posted	15	$0.250	$3.75
ZBA Maintenance	2	$26.000	$52.00
ZBA Master Maintenance	1	$12.500	$12.50
Subtotal - General Account Services			**$454.25**
Checks Deposited	1,500	$0.150	$225.00
Return Deposited Items	10	$11.500	$115.00
Return Item Maintenance	1	$15.000	$15.00
Return Item Email Advice	1	$3.000	$3.00
Recleared Checks	1	$8.000	$8.00
Cash Deposits	100,000	$0.0015/over $15,000	$150.00
Subtotal - Depository Services			**$516.00**
Automated Stop Payment	5	$20.000	$100.00
Cashier's Check	1	$3.000	$3.00
Money Order	1	$2.000	$2.00
Subtotal - Disbursement Services			**$105.00**
ACH Return/NOC	1	$6.500	$6.50
ACH File Originated	26	$10.000	$260.00
ACH Monthly Maintenance	1	$30.000	$30.00
ACH Items Originated	1,300	$0.130	$169.00
Account Transfer - CC	1	$2.000	$2.00
ACH Debits Received	100	$0.160	$16.00
ACH Credits Received	440	$0.150	$66.00
Subtotal - ACH Services			**$549.50**
Wire Transfer Incoming	30	$13.000	$390.00
Wire Advice - Email	45	$3.000	$135.00
Wire Out - CC	15	$13.000	$195.00
Subtotal - Wire Transfer Services			**$720.00**
Prem Pos Pay per Item	1,000	$0.100	$100.00
Premium Positive Pay Maintenance	1	$80.000	$80.00
Pos Pay Alerts-Acct	1	$2.000	$2.00
Pos Pay Alerts-Email	1	$3.000	$3.00
CD ROM Production	1	$30.000	$30.00
Imaged Item	1,000	$0.040	$40.00

Service Code Description	Volume	Price	Monthly Charge
Image Maintenance	1	$25.000	$25.00
Subtotal - Reconciliation Services			**$280.00**
Connections Balance Rpt	9	$30.000	$270.00
Connections Base Charge	1	$45.000	$45.00
Connections Current Day	9	$22.000	$198.00
Connections ACH Module	1	$32.000	$32.00
Connections Wire Module	1	$18.000	$18.00
Subtotal - Information Reporting Services			**$563.00**
TOTAL			**$3,187.75**

For more information please contact Lacy Martin at Lacy.Martin@CommerceBank.com or 417-837-5249.

Any service utilized that is not contained within the proposal will be charged at standard rates. All charges assume standard processing requirements are met, additional fees may apply for exception processing. The proposed pricing is guaranteed for 60 days.

Commerce Bank

Demo Account, Inc
General Account
1111 Any Street
Your Town, USA

Bank Statement

Primary Account Number: 1234567

If you have questions about your statement, please call us at 800-746-8704.

Statement Date: Month DD, YYYY
Page Number: 1 of 2

COMMERCIAL CHECKING Account # 1234567

Account Summary Account # 1234567

Beginning Balance on Month DD, YYYY	$ 687,802.16
Deposits & Other Credits	+ 1,667,608.27
Withdrawals & Other Debits	- 1,757,503.87
Checks Paid	- 205,254.53
Ending Balance on Month DD, YYYY	$ 392,652.03

Daily Balance Summary Account # 1234567

Date	Balance	Date	Balance
MM-DD	717,346.38	MM-DD	988,768.88
MM-DD	348,603.13	MM-DD	392652.03

Deposits & Other Credits Account # 1234567

Description				Date Credited	Amount
Capital Markets Group		BondTrade 368777777		mm-dd	260,722.70
Ach ACH Settlement		66654323424		mm-dd	59,691.85
Trace No: 020066445532456					
Deposit		Ref Nbr:	2170659927	mm-dd	184,325.02
Lockbox Deposit	999999	Ref Nbr:	110823752	mm-dd	2,747.76
Deposit		Ref Nbr:	350602489	mm-dd	697,827.72
Wire Fed #00099 CB Seq 009999		ABC Company		mm-dd	290,000.00
Lockbox Deposit	999999	Ref Nbr:	350603659	mm-dd	12,378.62
Deposit		Ref Nbr:	350708869	mm-dd	119,853.20
Lockbox Deposit	999999	Ref Nbr:	350708909	mm-dd	40,061.40

Total Deposits & Other Credits **$ 1,667,608.27**

Withdrawals & Other Debits Account # 1234567

Description		Date Paid	Amount
Frb Settle Fed Settlement	70021909036	mm-dd	288,327.37
Trace No: 101000011909036			
Assmt EM1 35002 01867786	63631184720	mm-dd	2,542.96
051036500001402 FDIC			
Wire Fed #00885 CB Seq 005160	ABC Company	mm-dd	350,000.00
Frb Settle Fed Settlement	70032358999	mm-dd	205,816.03
Trace No: 101000012368999			
Returned Deposited Item	Advice Num: 306947	mm-dd	3,000.00
Frb Settle Fed Settlement	70042750384	mm-dd	357,040.59
Trace No: 101000012761495			
Wire Fed #00930 CB Seq 006014	ABC Company	mm-dd	300,000.00
Frb Settle Fed Settlement	70053016462	mm-dd	250,776.92
Trace No: 101000014127573			

Total Withdrawals and Other Debits **$ 1,757,503.87**

Checks Paid Account # 000002327

Date Paid	Check Number	Amount	Reference Number	Date Paid	Check Number	Amount	Reference Number
mm-dd	566	11.23	130196675	mm-dd	569	5,338.01	130209046
mm-dd	567	17,885.04	130194783	mm-dd	571*	73,250.56	110619174
mm-dd	568	97,951.20	130296899	mm-dd	572	10,818.49	130329269

* - Indicates a skip in sequential check numbers

Total Checks Paid **$ 205,254.53**

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us at the address or phone number listed on page one of this statement. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, please contact us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1) Tell us your name and account number.
2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

The information above applies to checking, savings, or other consumer accounts established for personal, family, or household purposes.

If your checking or money market account has not activity for 12 consecutive months it will be considered dormant and assessed a $5 monthly fee. Regular savings accounts with no activity for 18 consecutive months will be considered dormant and assessed a $2 monthly fee.

NOT TRANSFERABLE AS DEFINED IN 12 CFR PART 204

Commerce Bank
Member FDIC

KANSAS CITY
1000 WALNUT
KANSAS CITY, MO 64106-2145

02-07-2099

SETTLEMENT DATE
01/31/2099

DEMO COMPANY
ATTN DEMO CUSTOMER
11223 ANYSTREET ST
KANSAS CITY MO 12345-6789

FROM 01/01/2099
TO 01/31/2099

ACCOUNT ANALYSIS GROUP STATEMENT

Group: 1001234567 **Commercial Checking** **Type 120**

Reserve may include, without limitation, the percentage of demand deposit account balances the bank holds as reserves required by the Federal Reserve Bank. Supervision and Assessment charges may include regulatory costs, deposit assessments and supervision fees.

If you have any questions concerning your Account Analysis Statement, please feel free to contact your Account Officer or Commercial Customer Support at 800-224-5446.

ANALYSIS SUMMARY

Average Ledger Balance		115,120.00
Less Average Float		0.00
Average Collected Balance		115,120.00
Positive Collected Balance		115,120.00
Reserve		-11,512.00
Average Available Balance		103,608.00
Less Balance Required		-100,000.00
Net Available Balance		3,608.00
Reserves On Excess(Deficit)		-1,000.00
Total Deficit Balance		2,608.00
Earnings Credit Allowance	RATE 1.000%	88.00
Total Charge For Services		100.00
Net Charge For Services		12.00
SERVICE CHARGE AMOUNT		**$12.00**

ACCOUNTS INCLUDED IN GROUP 1001234567

ACCOUNT #	ACCOUNT #	ACCOUNT #	ACCOUNT #
1234567	12346	12347	12348

1001234567 1001234567

Commerce Bank
Member FDIC

FROM 01-01-2099
TO 01-31-2099

DEMO COMPANY

Account: 1001234567

SERVICES ANALYZED

SERVICE	NUMBER UNITS	UNIT PRICE	CHARGE FOR SERVICE	BALANCE REQUIRED
GENERAL ACCOUNT SERVICES				
0021 ACCOUNT MAINTENANCE	1	10.0000	10.00	1,000.00
0035 SUPERVISION&ASSESSMENT	100,000	0.0000	4.20	88,890.00
1027 AUTO INTEGRATED SWEEP	1	10.0000	10.00	10.00
1111 CHECKS\DEBITS POSTED	100	0.1000	10.00	10.00
1113 DEPOSITS\CREDITS POST	100	0.1000	10.00	10.00
1201 ZBA MASTER MAINTENANCE	10	0.1000	1.00	1,000.00
TOTAL GENERAL ACCOUNT SERVICES			**45.20**	**90,920.00**
DEPOSITORY SERVICES				
2121 CHECKS DEPOSITED	1	10.0000	10.00	1,000.00
2301 RETURN DEPOSITED ITEMS	1,000	0.0100	10.00	1,000.00
2303 RETURN ITEM MAINTENANC	1	10.0000	10.00	1,000.00
2308 RTN ITEM ALT ADDRESS	1	10.0000	10.00	1,000.00
TOTAL DEPOSITORY SERVICES			**40.00**	**4,000.00**
FUNDS TRANSFER SERVICES				
5042 ACH DEBITS RECEIVED	1	0.1000	0.10	10.00
5044 ACH CREDITS RECEIVED	1	0.1000	0.10	10.00
5066 ACH MONTHLY MAINT - CC	10	0.1000	1.00	1,000.00
TOTAL FUNDS TRANSFER SERVICES			**1.20**	**1,020.00**
RECONCILIATION SERVICES				
6101 CD ROM PRODUCTION	1	0.1000	0.10	10.00
6103 IMAGED ITEMS	100,000	0.0000	1.00	1,000.00
6104 IMAGE MAINTENANCE	1	0.1000	0.10	10.00
TOTAL RECONCILIATION SERVICES			**1.20**	**1,020.00**
INFORMATION REPORTING SERVICES				
7062 CONN BALANCE REPT	1	10.0000	10.00	1,000.00
7063 CONN BASE CHARGE	100,000	0.0000	1.00	1,000.00
7064 CONNECTIONS TX DETAIL	1	0.1000	0.10	10.00
7065 CONN CURRENT DAY	1	0.1000	0.10	10.00
7072 CONNECTIONS ACH MODULE	100,000	0.0000	1.00	1,000.00
7081 CONN ERD DDA STMT	1	0.1000	0.10	10.00
7092 CONN INVESTMENT ACCT	1	0.1000	0.10	10.00
TOTAL INFORMATION REPORTING SERVICES			**12.40**	**3,040.00**
TOTAL CHARGE FOR SERVICES			**$100.00**	**$100,000.00**

ATTACHMENT "C"

CITY OF JOPLIN
BANK BID ANALYSIS-COMMERCE BANK
2021

SERVICE DESCRIPTION	QTY	BANK BID	TOTAL MONTHLY FEE
DEPOSITORY ACCOUNT SERVICES:			
Checking Account Maintenance-per month	10	14	140
ZBA Account Maintenance-per month	2	12.5	25
Debits: Checks/Drafts Paid	1,000	0.16	160
Debits: Incoming Electronic Debits	50	0.16	8
Credits: Electronic Deposits (Incoming ACH/Wire Credit)ACH c	325	0.15	49
Credits: All Other Deposits (Paper Credits)	150	0.25	38
Deposited Items: On-Us	185	0.15	28
Deposited Items: Non-Bank Items	8,000	0.15	1,200
Image Cash Letter-Monthly Maintenance	1	150	150
Image Cash Letter-Transmission Fee	20	0	-
Deposited Items Returned: Standard Return	10	11.5	115
Deposited Items Returned: Online Stop Payments	10	20	200
Deposit Assessment based on Average Balance	95,000,000	0.12%	9,500
Currency Deposited per $100	150	0	-
Branch Deposit Handling per deposit	15	0	-
Wire Transfers: Outgoing Non Repetitive Wire-Online	10	13	130
Wire Transfers:Outgoing Repetitive Wire-Online	5	13	65
Wire Transfers: Internal Wire-Debits	5	13	65
			-
TREASURY MANAGEMENT SERVICES:			-
Maintenance fee per relationship	1	0	-
Current Day Balance Reporting per account	10	22	220
Current Day Balance Reporting per detail record	650	0	-
Prior Day Balance Reporting per account	10	30	300
Prior Day Balance Reporting per detail record	1,700	0	-
Transfer Module Maintenance	1	0	-
			-
ACH Monthly Maintenance per account	2	25	50
ACH Online Origination Maintenance Fee	1	32	32
ACH Credit Originated	1,300	0.13	169
ACH Debit Originated	1,400	0.13	182
ACH Direct Payment Batch	10	10	100
ACH Filter per Account	3	25	75
ACH Return Items per item	2	6.5	13
			-
Positive Pay Maintenance-no Reconciliation	3	65	195
Positive Pay Maintenance-Full Reconciliation	2	80	160
Positive Pay per item	1,000	0.1	100
Positive Pay Exception Item	35	3.5	123

Positive Pay Payee Line Verification per item	1	0	-
Email Notification of Positive Pay Exceptions per email	1	3	3
ARP Manual Entry per item	125	0	-
Image File Transmission	3	0	-
Image per item	1,000	0.04	40
CD Rom	2	30	60
			-
Items not listed but would be charged:			-
ZBA Child Accounts	1	26	26
Incoming Wires	1	13	13
Cash Deposits	15000	0.0015	23
Account transfers	1	2	2
ICL per item	8185	0.08	655
Connections Base Charge	1	45	45
Wire Module	1	18	18
Image Maintenance per account	1	25	25
Branch Currency (strapped bills)	5	0.06	0
ACH Risk Manager	1	30	30

CITY OF JOPLIN
JOPLIN, MO

2021-RFP-08

REQUEST FOR PROPOSAL
BANKING SERVICES

February 4, 2021

Prepared by:

Leslie Haase
Director of Finance
City Hall, 602 S. Main
Joplin, MO 64801
(417) 624-0820 ext 1251

CITY OF JOPLIN
TERMS AND CONDITIONS
REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Amendment** means a written, official modification to an RFP or to a contract.

b. **Attachment** applies to all forms, which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed bids by the Department in its office.

d. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

e. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

f. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.

g. **Exhibit** applies to forms, which are included with an RFP for the offeror to complete and return with the sealed proposal prior to the specified opening date and time.

h. **Request For Proposal (RFP)** means the solicitation document issued by the Finance Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

i. **May** means that a certain feature, component or action is permissible, but not required.

j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

k. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and /or services required in the RFP. The pricing pages must be completed and returned by the offeror with the proposal prior to the specified proposal opening date and time.

l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri.

m. **Shall** has the same meaning as the word must.

n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Finance Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the Finance Department as indicated on the first page of the RFP. Such communication should be received at least seven calendar days prior to the official proposal opening date.

Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by the Finance Department less than seven calendar days prior to the RFP opening date may not be answered.

b. Offerors are cautioned that the only official position of the City of Joplin is that position which is stated in writing and issued by the Finance Department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

c. During the bidding process all vendors must contact the Finance Department for any questions or clarifications of information contained in this RFP. Vendors are required to refrain from contacting any City employee concerning this RFP, during the course of the bidding process.

d. If a pre-bid conference is scheduled, this is the proper time to submit initial questions relevant to the RFP. This will give an equal opportunity for ALL vendors to hear and respond to ALL questions concerning the specifications in a fair and impartial way.

e. The Finance Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by

offerors, or any other anti-competitive conduct by offerors, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

f. The RFP is mailed to potential offerors at the current address maintained on the vendor registration file in the Finance Department. If any portion of the address is incorrect, the bidder must notify the Finance Department in writing upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

g. The Finance Department reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF PROPOSALS

a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF PROPOSALS

Sealed Formal Proposals - ($15,000 and Over)

a. A proposal submitted by an offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand delivered (not faxed) to the office of the Finance Department and officially clocked in no later than the exact opening time and date specified in the RFP.

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope.

c. A proposal may only be modified or withdrawn by signed, written notice, which has been received by the Finance Department prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic request to withdraw or modify a proposal shall not be honored.

d. Offerors must sign and return the RFP cover page in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

5. FACSIMILE DOCUMENTS - SEALED FORMAL PROPOSALS

All responses to sealed RFP's and amendments to sealed RFP's, including "no bid" responses and requests to modify a proposal, must be delivered to the office of Finance Department in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by the Finance Department prior to the official opening date and time specified.

6. SEALED FORMAL PROPOSAL OPENING

a. Sealed formal proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening. The contents of the proposals shall not be disclosed.

b. It is the offeror's responsibility to ensure that the proposal is delivered by the official opening date and time to the Finance Department.

c. Proposals, which are not received by the Finance Department prior to the official opening date and time, shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the offeror. Late proposals shall not be opened.

7. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Finance Department before contract award. Upon discovering an apparent clerical error, the Finance Department shall contact the offeror and request written clarification of the intended proposal. The corrections shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by an offeror but not reflected on the pricing page shall be subject to evaluation if deemed by the Finance Department to be in the best interests of the City of Joplin.

c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of RFP and (2) is the lowest and best proposal, considering

price, responsibility of the offeror, and all other evaluation criteria specified in the RFP.

e. In the event all offerors fail to meet the same mandatory requirement in an RFP, the Finance Department reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Finance Department reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. When evaluating a proposal, the City of Joplin reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from an offeror's references, or from any other source. The City reserves the right to accept or reject any and all proposals.

g. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

h. Any award of a contract shall be made by written notification from the Finance Department to the successful offeror. The Finance Department reserves the right to make awards by item, group of items, all or none, or a combination thereof, with one or more suppliers.

i. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

j. The Finance Department reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

8. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, and (3) Finance Department's acceptance of the response (proposal) by "Notice of Award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the City of Joplin or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

9. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Finance Department.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

10. CONFLICT OF INTEREST

a. Officials and employees of the City of Joplin, its governing body, or any other public officials of the State of Missouri must comply with provisions of the Joplin City Code as well as Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships, which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships, which create such a conflict.

11. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the City of Joplin of any existing or future right and/or remedy available by law in the event of any claim by the City of Joplin of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the City of Joplin of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of

action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the City of Joplin.

12. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Finance Department may cancel the contract. At its sole discretion, the Finance Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Finance Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Finance Department will issue a notice of cancellation terminating the contract immediately.

c. If the Finance Department cancels the contract for breach, the Finance Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Finance Department deems appropriate and charge the contractor for any additional costs incurred thereby.

13. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the Unites States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

14. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program, which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and,

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning. If discrimination by a contractor is found to exist, the Finance Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists issued by the Finance Department until corrective action by the contractor is made and ensured, and referral to the attorney General's Office, whichever enforcement action may be deemed most appropriate.

15. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provision of the Americans with Disabilities Act. (ADA).

16. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

City of Joplin
Terms and Conditions
Request for Proposal

INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

1.1 The City of Joplin invites qualified local banking institutions to submit proposals for the provision of banking services as described in the attached specifications. Sealed proposals will be received until **2 p.m. on Thursday, March 4, 2021** at the office of the Director of Finance, 602 South Main Street, Joplin, Missouri 64801.

1.1.1 The contract is for four (4) years commencing July 1, 2021 and extending through June 30, 2025. The contract may be extended by the mutual consent of the Depository and the City for an additional one (1) year or until another depository is selected.

1.1.2 Whenever temporary idle funds are available, the City may purchase certain short-term investments. All Financial Institutions which meet the minimum qualifications set forth in this document will be given an opportunity to be placed on the investment bid list and to participate in the bidding process at the time these instruments are sought for purchase.

2. QUALIFICATIONS

2.1 To qualify as a depository for City funds, the Financial Institution must meet the following qualifications:

2.1.1 The proposer must be a chartered banking institution with branch banking facilities located within the city limits of Joplin, Missouri. The branch bank of the proposer located within the City must be able to offer the full range of banking services required by this Request for Proposal (RFP).

2.1.2 The proposer must provide copies of all documents required by state law (Chapter 110, Depositaries for Public Funds) to the City's Finance Director. The banking institution must meet or exceed the requirements outlined therein.

2.1.3 All banks submitting proposals must be full-service banking institutions capable of providing at least those services identified in Exhibit A.

2.1.4 All banks submitting proposals must collateralize 106% of the City's deposits in excess of applicable FDIC insured funds in accordance with the City's Investment Policy (Exhibit C). The acceptable collateral includes United States Treasuries, GNMA (Government National Mortgage Association), U.S. Government Agency or U.S. Government Sponsored Entities as set forth in Section 2-228 of the City's

Investment Policy. Any such collateral shall be provided as required by the City Investment Policy.

2.1.5 The successful bidder will be required to enter into a depository agreement substantially similar to the one identified as Exhibit B.

2.1.6 The investment activities of the City will in no way be affected by the appointment of a banking institution to handle the City's regular checking account. All investment activities will be handled at the direction of the City's Finance Director and in accordance with state laws.

2.1.7 The City reserves the right to rescind the appointment of a banking institution should the banking relationship become unsatisfactory. This will require a majority vote of the City Council.

2.1.8 The City reserves the right to reject collateral after review, based upon collateral evaluation, existing market and financial conditions.

3. PROCEDURAL INSTRUCTIONS:

3.1 The intent of this Request for Proposal (RFP) is to select one banking institution to provide basic banking services to the City of Joplin, Missouri. However, the City may also elect to award an agreement to the winning proposer for any or all optional services.

3.2 Each proposer shall use the attached Proposal Form, Exhibit A, and Optional Services Proposal Form, Exhibit A-1, or copies thereof in submitting a proposal. It is required that the proposal be completed in its entirety. The proposal must include a copy of the banking institutions latest financial report.

3.3 If a service cannot be met by a proposer, then the term "No Proposal" should be entered on the Proposal Form for that specific requirement. Equivalent alternative proposals for any and all of the optional banking services will be considered.

3.4 Proposals must be submitted in a sealed envelope or package bearing the title "City of Joplin, Banking Services Proposal, "2021-RFP-08" along with the proposer's name and address. The proposer shall return three (3) copies of completed proposal forms and other required information to Leslie Haase, Finance Director, City of Joplin, 602 South Main Street, Joplin, MO 64801, no later than 2 p.m. on Thursday, March 4, 2021. It is the responsibility of the proposer to ensure that the proposal arrives on time at the correct location. The proposal must be valid for a period of 60 days from the date of receipt by the Finance Director.

3.5 All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request.

3.6 The Finance Director's office shall be the only contact for any or all aspects of this RFP. Questions should be directed to Leslie Haase, Finance Director, and telephone number: 417-624-0820, extension 1251 or e-mail address: LHaase@joplinmo.org.

3.7 The City reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, and to accept or reject any item or combination of items.

3.8 If the banking institution does not execute an agreement within ten (10) working days of Council passage of a resolution awarding contract, the City may give notice to the banking institution of the City's intent to select the next most qualified "proposing banking institution" or call for new proposals, whichever the Finance Director deems appropriate.

4. SELECTION PROCESS:

4.1 Criteria for evaluation of proposals shall be as follows:

4.1.1 Legal and other qualifications met by the proposer.

4.1.2 Completeness of proposal.

4.1.3 Financial strength and capacity of the banking institution.

4.1.4 Ability to meet requirements. All service requirements must be able to be installed and operating on the first day of the bank contract.

4.1.5 Total cost to the City.

4.2 Responsiveness to criteria:

4.2.1 Services will be evaluated on availability, time schedules, reporting and in the case of interest-bearing demand accounts, services will be evaluated on interest rates. Each proposer is required to submit examples of reports mentioned in Required Services.

4.2.2 All proposals from qualified public depositories that pass the completeness test and financial strength/capacity tests and provide a satisfactory service level will then be ranked based upon least total cost to the City. Total cost to the City is defined as the lowest combination of projected monthly service costs, highest

earnings factor specified in banking institution's proposal and the resulting compensating direct fee.

4.2.3 The basic required service proposal will be evaluated separately from any optional service proposal. Please make each proposal separate so that each can be evaluated on its individual completeness and cost criteria.

5. CONTRACT TERMS

5.1 The selected banking institution shall be designated as the City's depository for a four (4) year period commencing on July 1, 2021. The Banking Services Contract may be extended for one (1) additional year upon written notice by the City under the same terms and conditions, thereby providing for up to five (5) years of depository and banking services.

5.2 The Banking Services Contract shall provide that either the City or the selected banking institution reserves the right to cancel any agreement at any time upon ninety (90) days written notice of its intent to terminate any agreement. A decision to terminate the depository contract during the initial two years of the contract may NOT be as a result of profitability or non-profitability by either party.

5.3 The City of Joplin Banking Services Contract is expected to be awarded at the City Council Meeting to be held on March 15, 2021 in the City Council Chambers, 602 South Main Street, Joplin, Missouri, 64801.

6. DESCRIPTION OF OPERATING SYSTEM

6.1 The City of Joplin currently maintains one general demand account, two zero-balance accounts one each for accounts payable and payroll, and six (6) special purpose checking accounts— Health Insurance, Flexible Spending, Joplin Municipal Division, Drug Forfeiture, TIF EATS and TIF PILOTS.

6.2 The City's main demand account performs as our general operating account and receives all maturing investments and City revenues. Disbursements are made by City checks, ACH transmissions and/or wire transfers.

7. REQUIRED BANKING SERVICES

Each proposer shall submit a comprehensive list of service prices by completing the service cost section (Exhibit A) of the RFP. This list will be considered all inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the Banking Services Contract. Services will be evaluated on availability, costs, time schedules,

interest rates and the applicability of optional services. The following categories are the basic package of required banking services:

7.1 Bank Accounts

7.1.1 Main Operating Account: The banking institution will furnish the city with a main operating account. Deposits are primarily made in checks with some currency and credit card transactions. Disbursements from the main account will be mainly through accounts payable checks, payroll checks, ACHs and a small number of wire transfers. The City of Joplin currently issues approximately 1,000 accounts payable checks per month and 400 payroll checks, with the remaining payroll issued through direct deposit. The average number of deposits per month is 450. Accounts payable and payroll checks should be charged against two separate zero-balance checking accounts and cleared against the main operating account. Supplying of imprinted checks is a City responsibility for the main operating account and the two zero-balance accounts. Bank shall supply imprinted checks and deposit slips as requested by the City for the special purpose checking accounts at no cost.

7.1.2 Health Insurance: The banking institution will furnish the city with a checking account into which deposits will be made for health insurance premium costs for the city and employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average approximately 30 per month. This is an interest bearing account.

7.1.3 Flexible Spending: The banking institution will furnish the city with a checking account into which deposits will be made for flexible spending accounts (FSA) for our city employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average 30 per month. This is an interest bearing account.

7.1.4 Joplin Municipal Division: This account is state mandated. The Joplin Municipal Court issues approximately 30 disbursements per month. Deposits are made in checks, currency, ACHs, and credit card. The average number of deposits is 20 per month. This is an interest bearing account.

7.1.5 Drug Forfeiture: This account is federally mandated. Disbursements from this account are minimal, averaging less than 5 per month. The average number of deposits is 2 per month. This is an interest bearing account.

7.1.6 TIF EATS: The City of Joplin issues approximately 5 TIF EATS checks per month. The average number of deposits is 5 per month. This is an interest bearing account.

7.1.7 TIF PILOTS: The City of Joplin issues approximately 5 TIF PILOTS checks per year. The average number of deposits is 5 per year. This is an interest bearing account.

7.1.8 Additional Accounts as Needed: The banking institution will provide the City with additional low volume special purpose checking accounts as the need arises. Such accounts will be provided with personalized and pre-numbered checks and deposit slips at no additional charge, and will be included in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No charges will be made directly to any of these special accounts.

7.2 Banking Services

7.2.1 Electronic Funds Transfer: The Finance Department currently initiates wire transfers via the internet. This proposal is for internet access that would allow the Finance Department to initiate outgoing transfers and receive data on incoming and outgoing wire transfers.

The City has approximately 30 incoming and 15 outgoing wire transfers per month. The banking institution will provide for instant wire transfer of funds to any bank using the internet and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses. Incoming wires shall be posted to the City's account within one hour of being received by the bank. When there are both transfers in and transfers out during the same day, they will be treated as if occurring simultaneously, precluding any consideration of daylight overdrafts for purposes of the RFP. Wire service credit and debit notices must be reported daily and included in the monthly statement.

7.2.2 Account Maintenance

7.2.2.1 Deposits accepted and/or received by 2:00 p.m., will be credited to the account on that same day.

7.2.2.2 Monthly Statements showing the overall activity of the City's accounts will be provided. These reports shall include a monthly detailed analysis

of the banking institution's cost of operating the City's accounts. All canceled checks will be available electronically. The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

7.2.2.3 Specific Contacts will be identified in both the branch and main office that are available during normal working hours to answer questions. These personnel shall be familiar with the City's accounts and the Banking Services Contract.

7.2.2.4 Insufficient Fund returned checks will be automatically presented for collection a second time. The City will not be charged for customer returned checks.

7.2.2.5 Safety Deposit Box is required for the City. The City will not be charged for such box that must be at least 8 ½" x 11" in size.

7.2.2.6 Branch Locations are utilized by various departments to make night deposits for the pools, golf course, and others. Please provide a listing of branch locations that offer a night depository drop off box.

7.2.2.7 Depository Credit/Debit Card Transactions: The City currently accepts MasterCard and VISA credit cards as a means for payment at the following locations:

- Public Works – 1 Machine
- Finance – 2 Machines
- Parks Athletic Complex – 1 Machine
- Parks Pools – 1 Machine
- Municipal Court – 2 Machines
- Golf Course -1 Machine
- Jail – 1 Machine
- Police – 1 Machine
- Health – 2 Machines
- Library – 1 Machine
- Museum – 1 Machine
- MAPS – 1 Machine

A separate merchant number is needed for each location. Additional locations could be added in the future. Also, the City requires EMV Chip Card technology on these machines.

7.2.2.8 Direct Deposit of Payroll Checks is currently a benefit to employees. The bank should indicate the minimum number of working days prior to the date of payment that the City would be required to deposit payroll monies and provide the transmission information. Funds should be available to employees at their respective banks at the time of opening on the date of payment. The City of Joplin is on a bi-weekly payroll schedule (26) pay periods per year.

7.2.2.9 On-line Banking Services including:

7.2.2.9.1 Positive Pay Services
7.2.2.9.2 On-line Stop Payment Services
7.2.2.9.3 Imaging
7.2.2.9.4 On-line reporting for banking transactions
7.2.2.9.5 On-line Wire Transfers & Account Transfers

7.3 Compensation

Each month the bank will be compensated for the services provided. The following procedures will be followed:

7.3.1 The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided. All fees will be deducted from the general account.

7.3.2 The bank will calculate interest earnings and deposit them into the general account and each of the special purpose checking accounts monthly.

7.3.3 The charges calculated in this section shall be the sole compensation to the bank for account services provided.

7.3.4 The bank agrees to abide by the service charges submitted in its proposal for a period of four (4) years and one additional year by agreement of both parties.

7.4 Optional Banking Services

In addition to the basic services described the City requests proposals for optional services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

7.4.1 Automatic Overnight Investments

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

7.4.2 Other Optional Services as identified by the proposing bank.

8. VOLUME OF ACTIVITY – MONTHLY AVERAGE

8.1 Number of deposits	450
8.2 Number of A/P checks written	1,000
8.3 Number of Payroll checks written	400
8.4 Number of Payroll direct deposits	1,300
8.5 Number of wire transfers in/out	30/15
8.6 Number of credit card transactions	8,500
8.7 Dollar value of credit card transactions	$650,000
8.8 Average number of stop payments	5
8.9 Average daily balance-General Account	$95,000,000

9. The City has been carrying a higher average daily balance than normal. At any time, the City may invest idle funds. If the City invests idle funds, the average daily balance would be approximately $10,000,000.

EXHIBIT A: PROPOSAL - BANKING SERVICES

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Joplin, Missouri, submits the following bid for banking services for the four-year period beginning July 1, 2021, as per specifications and exhibits attached.

1. Bank Services to be provided:
    a. Demand deposit checking account services
    b. Additional checking accounts as specified in this Request for Proposal
    c. Electronic fund transfer notification and on-line banking
    d. Account reporting, maintenance, and service
    e. Credit/Debit card services
    f. Other services as specified in this Request for Proposal
2. Charges for Services

Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit samples of reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution receiving the contract.

3. Contact

Who may we contact at your financial institution regarding this proposal?

_____	_____
Name	Title
_____	_____
Office Address	Phone

Monthly Checking Account Fees: (Please state your fees for the following services)

A.	Account maintenance fee, (monthly)	_____
B.	Deposits, per deposit (450)	_____
C.	Wire transfers (in) per transfer (30)	_____
D.	Wire transfers (out) per transfer (15)	_____
E.	Access for wire transfers and account inquiry	_____
F.	Stop payment, per item (5)	_____
G.	Check processing, per item (1,000)	_____
H.	Direct deposit charges (please itemize) (1,300)	_____
I.	Daily earnings rate on funds remaining in account at close of business day	_____
J.	Bankcard discount rate ($650,000)	_____
K.	Other bankcard related fees	_____
L.	Fee for printed monthly statement (if applicable)	_____
M.	Fee for check imaging (please itemize)	_____
N.	Positive Pay Services (please itemize)	_____
O.	Other charges (list and describe)	_____

4. Interest payment on account balances (describe the formula proposed to calculate interest for collected fund balances).

5. Wire transfers (describe security procedures).

6. Safekeeping Services (describe fee structure and procedures).

EXHIBIT A-1: PROPOSAL - OPTIONAL BANKING SERVICES FEE

Automatic Overnight Investments (percent of earnings) _____

ATM’s at certain city locations:

Any Other Optional Services:

EXHIBIT D: BANKING SERVICES CERTIFICATION AND ENCLOSURES

Leslie Haase
Finance Director
City of Joplin
602 South Main Street
Joplin, Missouri 64801

Dear Mrs. Haase:

We have read the Request for Proposal (RFP) for Banking Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. A copy of the Proposal is attached.

We have attached the following:

1. The most recent call report available.
2. Audited Annual Financial report for the past fiscal year.
3. Information for on-line balance reporting, if available.
4. Listing of other public entities your bank does business with.
5. Completed fee schedule (Exhibit A).

It is understood the above information will be used as evidence of our ability to meet the capital structure requirements necessary to service this account.

It is further understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

The undersigned certifies that the completion of this Bid Response is a binding commitment to provide the banking services requested as proposed herein.

SUBMITTED BY:

_____

_____ _____
(Authorized Signature - Title) (Date)

CITY OF JOPLIN

BANK BID ANALYSIS-$95,000,000 AVERAGE BALANCE

2021

SERVICE DESCRIPTION	QTY	UMB(1) BANK BID	UMB TOTAL MONTHLY FEE	COMMERCE(2) BANK BID	COMMERCE TOTAL MONTHLY FEE	SIMMONS(3) BANK BID	SIMMONS TOTAL MONTHLY FEE
DEPOSITORY ACCOUNT SERVICES:							
Checking Account Maintenance-per month	10	10.00	100.00	14.00	140.00	18.00	180.00
ZBA Account Maintenance-per month	2	10.00	20.00	12.50	25.00	25/15	40.00
Debits: Checks/Drafts Paid	1,000	0.17	170.00	0.16	160.00	0.18	180.00
Debits: Incoming Electronic Debits	50	0.18	9.00	0.16	8.00	0.18	9.00
Credits: Electronic Deposits (Incoming ACH/Wire Credit)	325	0.25	81.25	0.15	48.75	0.25	81.25
Credits: All Other Deposits (Paper Credits)	150	0.45	67.50	0.25	37.50	0.35	52.50
Deposited Items: On-Us	185	0.07	12.95	0.15	27.75	0.13	24.05
Deposited Items: Non-Bank Items	8,000	0.10	800.00	0.15	1,200.00	0.15	1,200.00
Image Cash Letter-Monthly Maintenance	1	150.00	150.00	150.00	150.00	N/A	-
Image Cash Letter-Transmission Fee	20	5.00	100.00	-	-	N/A	-
Deposited Items Returned: Standard Return	10	3.00	30.00	11.50	115.00	9.00	90.00
Deposited Items Returned: Online Stop Payments	10	20.00	200.00	20.00	200.00	20.00	200.00
Deposit Assessment based on Average Balance	95,000,000	0.12%	9,500.00	0.12%	9,500.00	0.12%	9,500.00
Currency Deposited per $100	150	0.10	15.00	-	-	0.75	112.50
Branch Deposit Handling per deposit	15	1.50	22.50	-	-	-	-
Wire Transfers: Outgoing Non Repetitive Wire-Online	10	15.00	150.00	13.00	130.00	15.00	150.00
Wire Transfers:Outgoing Repetitive Wire-Online	5	10.00	50.00	13.00	65.00	15.00	75.00
Wire Transfers: Internal Wire-Debits	5	3.00	15.00	13.00	65.00	45.00	225.00
TREASURY MANAGEMENT SERVICES:							
Maintenance fee per relationship	1	50.00	50.00	-	-	35.00	35.00
Current Day Balance Reporting per account	10	20.00	200.00	22.00	220.00	-	-
Current Day Balance Reporting per detail record	650	0.12	78.00	-	-	-	-
Prior Day Balance Reporting per account	10	12.50	125.00	30.00	300.00	-	-
Prior Day Balance Reporting per detail record	1,700	0.07	119.00	-	-	-	-
Transfer Module Maintenance	1	5.00	5.00	-	-	-	-
ACH Monthly Maintenance per account	2	35.00	70.00	25.00	50.00	35.00	70.00
ACH Online Origination Maintenance Fee	1	35.00	35.00	32.00	32.00	-	-
ACH Credit Originated	1,300	0.10	130.00	0.13	169.00	0.20	260.00

CITY OF JOPLIN

BANK BID ANALYSIS-$95,000,000 AVERAGE BALANCE

2021

SERVICE DESCRIPTION	QTY	UMB(1) BANK BID	UMB TOTAL MONTHLY FEE	COMMERCE(2) BANK BID	COMMERCE TOTAL MONTHLY FEE	SIMMONS(3) BANK BID	SIMMONS TOTAL MONTHLY FEE
ACH Debit Originated	1,400	0.10	140.00	0.13	182.00	0.20	280.00
ACH Direct Payment Batch	10	3.00	30.00	10.00	100.00	5.00	50.00
ACH Filter per Account	3	15.00	45.00	25.00	75.00	25.00	75.00
ACH Return Items per item	2	5.50	11.00	6.50	13.00	5.50	11.00
Positive Pay Maintenance-no Reconciliation	3	50.00	150.00	65.00	195.00	40.00	120.00
Positive Pay Maintenance-Full Reconciliation	2	70.00	140.00	80.00	160.00	65.00	130.00
Positive Pay per item	1,000	0.07	70.00	0.10	100.00	0.07	70.00
Positive Pay Exception Item	35	1.50	52.50	3.50	122.50	5.00	175.00
Positive Pay Payee Line Verification per item	1	0.02	0.02	-	-	40.00	40.00
Email Notification of Positive Pay Exceptions per email	1	3.00	3.00	3.00	3.00	-	-
ARP Manual Entry per item	125	0.75	93.75	-	-	-	-
Image File Transmission	3	50.00	150.00	-	-	-	-
Image per item	1,000	0.04	40.00	0.04	40.00	-	-
CD Rom	2	50.00	100.00	30.00	60.00	25.00	50.00
NACHA File Upload	26	-	-	-	-	10.00	260.00
ZBA Child Accounts	1	-	-	26.00	26.00	-	-
Incoming Wires	1	-	-	13.00	13.00	3.00	3.00
Cash Deposits	15,000	-	-	0.00	22.50	-	-
Account Transfers	1	-	-	2.00	2.00	-	-
ICL per item	8,185	-	-	0.08	654.80	-	-
Connections Base Charge	1	-	-	45.00	45.00	-	-
Wire Module	1	-	-	18.00	18.00	-	-
Image Maintenance per Account	1	-	-	25.00	25.00	-	-
Branch Currency	5	-	-	0.06	0.30	-	-
ACH Risk Manager	1	-	-	30.00	30.00	-	-
Total Service Charge			13,330.47		14,530.10		13,748.30

CITY OF JOPLIN

BANK BID ANALYSIS-$95,000,000 AVERAGE BALANCE

2021

SERVICE DESCRIPTION	QTY	UMB(1) BANK BID	UMB TOTAL MONTHLY FEE	COMMERCE(2) BANK BID	COMMERCE TOTAL MONTHLY FEE	SIMMONS(3) BANK BID	SIMMONS TOTAL MONTHLY FEE
Earnings Credit Allowance			(5.22)		(14,530.10)		-
Earnings Rate on Idle Funds	95,000,000		(12,666.67)		(312.50)		(3,562.50)
Net Projected Impact			658.58		(312.50)		10,185.80

(1) Natl Effective Fed Funds Rate plus 8bp=0.16%

(2) Earnings Credit will offset Service Charge, any remaining funds will be invested at 50% of Natl Effective Fed Funds Rate plus .01%=.05%

(3) Natl Effective Fed Funds Rate minus .125%=.045%

Notes:

SMB, Oak Star and Great Southern declined to bid.

US Bank indicated they would only collateralize at State of Missouri requirement, while City requirement is 106%.

Guaranty Bank's pledged securities meet the State of Missouri requirement, but not the City of Joplin.

US Bank wants the City to invest all funds over $4.5 million with them.

Earnings Credit Rate is only used to offset bank charges, no additional interest payment is made on accounts.

CITY OF JOPLIN
BANK BID ANALYSIS-$40,000,000 AVERAGE BALANCE
2021

SERVICE DESCRIPTION	QTY	UMB(1) BANK BID	UMB TOTAL MONTHLY FEE	COMMERCE(2) BANK BID	COMMERCE TOTAL MONTHLY FEE	SIMMONS(3) BANK BID	SIMMONS TOTAL MONTHLY FEE
DEPOSITORY ACCOUNT SERVICES:							
Checking Account Maintenance-per month	10	10.00	100.00	14.00	140.00	18.00	180.00
ZBA Account Maintenance-per month	2	10.00	20.00	12.50	25.00	25/15	40.00
Debits: Checks/Drafts Paid	1,000	0.17	170.00	0.16	160.00	0.18	180.00
Debits: Incoming Electronic Debits	50	0.18	9.00	0.16	8.00	0.18	9.00
Credits: Electronic Deposits (Incoming ACH/Wire Credit)	325	0.25	81.25	0.15	48.75	0.25	81.25
Credits: All Other Deposits (Paper Credits)	150	0.45	67.50	0.25	37.50	0.35	52.50
Deposited Items: On-Us	185	0.07	12.95	0.15	27.75	0.13	24.05
Deposited Items: Non-Bank Items	8,000	0.10	800.00	0.15	1,200.00	0.15	1,200.00
Image Cash Letter-Monthly Maintenance	1	150.00	150.00	150.00	150.00	N/A	-
Image Cash Letter-Transmission Fee	20	5.00	100.00	-	-	N/A	-
Deposited Items Returned: Standard Return	10	3.00	30.00	11.50	115.00	9.00	90.00
Deposited Items Returned: Online Stop Payments	10	20.00	200.00	20.00	200.00	20.00	200.00
Deposit Assessment based on Average Balance	40,000,000	0.12%	4,000.00	0.12%	4,000.00	0.12%	4,000.00
Currency Deposited per $100	150	0.10	15.00	-	-	0.75	112.50
Branch Deposit Handling per deposit	15	1.50	22.50	-	-	-	-
Wire Transfers: Outgoing Non Repetitive Wire-Online	10	15.00	150.00	13.00	130.00	15.00	150.00
Wire Transfers:Outgoing Repetitive Wire-Online	5	10.00	50.00	13.00	65.00	15.00	75.00
Wire Transfers: Internal Wire-Debits	5	3.00	15.00	13.00	65.00	45.00	225.00
TREASURY MANAGEMENT SERVICES:							
Maintenance fee per relationship	1	50.00	50.00	-	-	35.00	35.00
Current Day Balance Reporting per account	10	20.00	200.00	22.00	220.00	-	-
Current Day Balance Reporting per detail record	650	0.12	78.00	-	-	-	-
Prior Day Balance Reporting per account	10	12.50	125.00	30.00	300.00	-	-
Prior Day Balance Reporting per detail record	1,700	0.07	119.00	-	-	-	-
Transfer Module Maintenance	1	5.00	5.00	-	-	-	-
ACH Monthly Maintenance per account	2	35.00	70.00	25.00	50.00	35.00	70.00
ACH Online Origination Maintenance Fee	1	35.00	35.00	32.00	32.00	-	-
ACH Credit Originated	1,300	0.10	130.00	0.13	169.00	0.20	260.00

CITY OF JOPLIN

BANK BID ANALYSIS-$40,000,000 AVERAGE BALANCE

2021

SERVICE DESCRIPTION	QTY	UMB(1) BANK BID	UMB TOTAL MONTHLY FEE	COMMERCE(2) BANK BID	COMMERCE TOTAL MONTHLY FEE	SIMMONS(3) BANK BID	SIMMONS TOTAL MONTHLY FEE
ACH Debit Originated	1,400	0.10	140.00	0.13	182.00	0.20	280.00
ACH Direct Payment Batch	10	3.00	30.00	10.00	100.00	5.00	50.00
ACH Filter per Account	3	15.00	45.00	25.00	75.00	25.00	75.00
ACH Return Items per item	2	5.50	11.00	6.50	13.00	5.50	11.00
Positive Pay Maintenance-no Reconciliation	3	50.00	150.00	65.00	195.00	40.00	120.00
Positive Pay Maintenance-Full Reconciliation	2	70.00	140.00	80.00	160.00	65.00	130.00
Positive Pay per item	1,000	0.07	70.00	0.10	100.00	0.07	70.00
Positive Pay Exception Item	35	1.50	52.50	3.50	122.50	5.00	175.00
Positive Pay Payee Line Verification per item	1	0.02	0.02	-	-	40.00	40.00
Email Notification of Positive Pay Exceptions per email	1	3.00	3.00	3.00	3.00	-	-
ARP Manual Entry per item	125	0.75	93.75	-	-	-	-
Image File Transmission	3	50.00	150.00	-	-	-	-
Image per item	1,000	0.04	40.00	0.04	40.00	-	-
CD Rom	2	50.00	100.00	30.00	60.00	25.00	50.00
NACHA File Upload	26	-	-	-	-	10.00	260.00
ZBA Child Accounts	1	-	-	26.00	26.00	-	-
Incoming Wires	1	-	-	13.00	13.00	3.00	3.00
Cash Deposits	15,000	-	-	0.00	22.50	-	-
Account Transfers	1	-	-	2.00	2.00	-	-
ICL per item	8,185	-	-	0.08	654.80	-	-
Connections Base Charge	1	-	-	45.00	45.00	-	-
Wire Module	1	-	-	18.00	18.00	-	-
Image Maintenance per Account	1	-	-	25.00	25.00	-	-
Branch Currency	5	-	-	0.06	0.30	-	-
ACH Risk Manager	1	-	-	30.00	30.00	-	-
Total Service Charge			7,830.47		9,030.10		8,248.30

CITY OF JOPLIN

BANK BID ANALYSIS-$40,000,000 AVERAGE BALANCE

2021

SERVICE DESCRIPTION	QTY	UMB(1) BANK BID	UMB TOTAL MONTHLY FEE	COMMERCE(2) BANK BID	COMMERCE TOTAL MONTHLY FEE	SIMMONS(3) BANK BID	SIMMONS TOTAL MONTHLY FEE
Earnings Credit Allowance			(5.22)		(6,666.67)		-
Earnings Rate on Idle Funds	40,000,000		(5,333.33)		-		(1,500.00)
Net Projected Impact			2,491.92		2,363.43		6,748.30

(1) Natl Effective Fed Funds Rate plus 8bp=0.16%
(2) Earnings Credit will offset Service Charge, any remaining funds will be invested at 50% of Natl Effective Fed Funds Rate plus .01%=.05%
(3) Natl Effective Fed Funds Rate minus .125%=.045%

Notes:
SMB, Oak Star and Great Southern declined to bid.
US Bank indicated they would only collateralize at State of Missouri requirement, while City requirement is 106%.
Guaranty Bank's pledged securities meet the State of Missouri requirement, but not the City of Joplin.
US Bank wants the City to invest all funds over $4.5 million with them.
Earnings Credit Rate is only used to offset bank charges, no additional interest payment is made on accounts.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-509 – Approving a budget amendment for FY 2021

MEETING DATE
April 5, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-509 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2020-2021 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 the explanation for the items in Schedule A:

- Amending the Police Department budget to buy various capital equipment from drug forfeiture funds.
- As set forth in the proposed Action Plans to meet the City Council goals, Replacement License Plate Reader (LPR) to help identify stolen vehicles in the amount of $19,215.00.
- Purchase a Connex storage bulk container to store overflow evidence/seized property in the amount of $3,500.00. The current evidence barn is filling up faster than the disposal can occur through the court process.
- Replacement of the 3D crash reconstruction equipment (Total Station to Faro Accident Reconstruction) normally funded by a MoDot grant in the amount of $17,050.00. This item is no longer eligible under the grant due to the parts being manufactured overseas and there is no alternative. This technology will significantly reduce the staff time required to process fatality accident scenes and mapping of crime scenes.

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 $39,765.00.

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. 2021-509 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2020-156 on October 19, 2020, which estimated revenues and appropriated funds for the fiscal year 2020-2021, 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 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Thirty-Nine Thousand Seven Hundred Sixty-Five Dollars and No Cents ($39,765.00) 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 _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2020-2021 ADOPTED BUDGET
5-Apr-21

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Police Patrol	001-5502-510-8220	Operating Equipment			19,215
	Police Investigations	001-5503-510-8220	Operating Equipment			3,500
	Police Special Services	001-5508-510-8220	Operating Equipment			17,050
	Total General Fund			$	-	39,765
	Grand Total			$	-	39,765

0 50 100 150

SCALE: One inch equals 50 feet.

Final Plat of

CHARLIE JANE ADDITION

To the City of Joplin, Jasper County, Missouri
in Section 17, Township 27, Range 33,

DEDICATION:

Know all men by these presents that Schuber Mitchell Homes, owners of Charlie Jane Addition, to the City of Joplin, Jasper County, Missouri, do hereby publish, declare, and acknowledge, the annexed plat thereof with Lots, Streets, and Easements as shown thereon and do hereby dedicate all streets and easements, and easements, as shown thereon to the public forever, and do hereby certify that the taxes for 20_____,

In witness whereof I have set my hand this _____ day of _____, 20_____,

_____ - President

_____ - Secretary / Treasurer

State of Missouri, County of Jasper, SS

Be it remembered that on this _____ Day of _____, 20____, before me, a Notary Public in and for said County and State, came _____, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same, In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the Day and year above written,

_____ SEAL

_____ NOTARY PUBLIC

My Commission Expires:_____

CERIFICATE OF APPROVAL:

This plat of Charlie Jane Addilton, has been submitted to and approved by the Joplin Planning and Zoning Commission this _____ Day of _____, 20_____,

_____ CHARIMAN

This plat of Charlie Jane Addition, including easements, and right-of-way by the City Council has been submitted to and approved by the Joplin, City Council by Ordinance No. _____, duly passed and approved by the Mayor on the _____ Day of _____, 20_____, of Joplin, Missouri.

_____ MAYOR

_____ City Clerk

_____ City Engineer

NOTE:

Approval of this plat does not obligate the City for any construction or maintenance cost for the Streets, or any expense connected with the development of the Addition.

State of Missouri, County of Jasper, SS

I, _____, City Clerk of Joplin, in said County, and State do hereby certify, that the attached Plat of Charlie Jane Addition to the City of Joplin, was filed with said City Joplin, was filed with said City for approval on this _____, Day of _____, 20____, and that the same was approved by the City Council of the City of Joplin, by Ordinance No._____, duly passed and approved by the Mayor on the _____ Day of _____, 20____,

State of Missouri, County of Jasper, SS

I _____, Recorder of Deeds of said County, do hereby certify that the within instument of writing was, on the _____ Day of _____, A.D. 20____ at _____ O'Clock and _____ Minutes, ___M., Duly Filed For Record in this Office, and is Recorded in Records of this Office in Plat Book _____ at Page _____, In Witness whereof, I have hereanto set my hand and affixed my seal at Carthage, Missouri, on the Day and Year aforesaid.

PROPERTY DESCRIPTION:

A part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 17, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Commencing at the Southeast Corner of Section 17, Township 27, Range 33, Jasper County, Missouri, Thence North 88 Degrees, 05 Minutes, 50 Seconds West along the South line of the Southeast Quarter (SE¼) of said Section 110.05 Feet, Thence North 01 Degrees, 50 Minutes, 13 Seconds East 45.00 feet to the North Right-of-way line of West 32nd Street and the Point of Beginning, Thence along said North Right-of-way line North 88 Degrees, 05 Minutes, 50 Seconds West 151.08 feet to the Easterly Right-of-way line of South Sunset East Drive, Thence along said Easterly Right-of-way line North 43 Degrees, 07 Minutes, 49 Seconds West 21.10 Feet, Thence continuing along said Easterly Right-of-way line North 01 Degrees, 50 Minutes, 13 Seconds East 126.88 feet, Thence continuing along said Easterly Right-of-way line along a curve to the Right having a Radius of 100.00 feet and an Arc Length of 68.68 feet, with a Chord Bearing and Distance of North 21 Degrees, 31 Minutes, 17 Seconds East 67.34 feet, Thence continuing along said Easterly Right-of-way line along a curve to the Left having a Radius of 125.00 Feet, and an Arc Length of 85.87 feet, with a Chord Bearing and Distance of North 21 Degrees, 30 Minutes, 50 Seconds East 84.19 feet, Thence continuing along said Easterly Right-of-way line North 01 Degrees, 50 Minutes, 13 Seconds East 219.80 feet to the Southwest Corner of Lot Number Four (4) in Sunset Ridge 5th Addition, Thence along the South line of said Lot Number Four (4) South 88 Degrees, 04 Minutes, 22 Seconds East 165.01 feet to the Westerly Right-of-way line of Schifferdecker Avenue, Thence along said Westerly Right-of-way line South 01 Degrees, 50 Minutes, 13 Seconds West 454.36 Feet, Thence continuing along said Westerly Right-of-way line South 46 Degrees, 57 Minutes, 30 Seconds West 70.63 feet to the Point of Beginning, Being subject to all easements, right-of-ways, and reservations of record, Containing 2.13 acres more or less.

BASIS OF BEARINGS:

The South line of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 17, Township 27, Range 33, taken as North 88 Degrees, 05 Minutes, 50 Seconds West as per Missouri West NAD83 as per MoDot GPS Network.

Source Deed:

Loyco Enterprises Book 1844, Page 1537

Flood Information:

This property falls in FEMA Identified Zone X (Areas determined to be outside the 0.2% annual chance floodplain), as shown on Community Panel 29097C0266E, Dated November 2nd, 2012. Please Note that the accuracy of this Flood Hazard Data is subject to Map Scale uncertainty and to any other uncertainty in location or elevation on the above referenced FEMA Map.

NOTES:

Surveyor has made no investigation or independent search for easements of record, encumberances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

½" iron pins set at all proeprty corners unless noted.

All utilities and contours shown are from the City of Joplin GIS Data.

Property Owner/Subdivider: Schuber Mitchell Homes 3331 North Rangeline, Joplin Mo. 64801

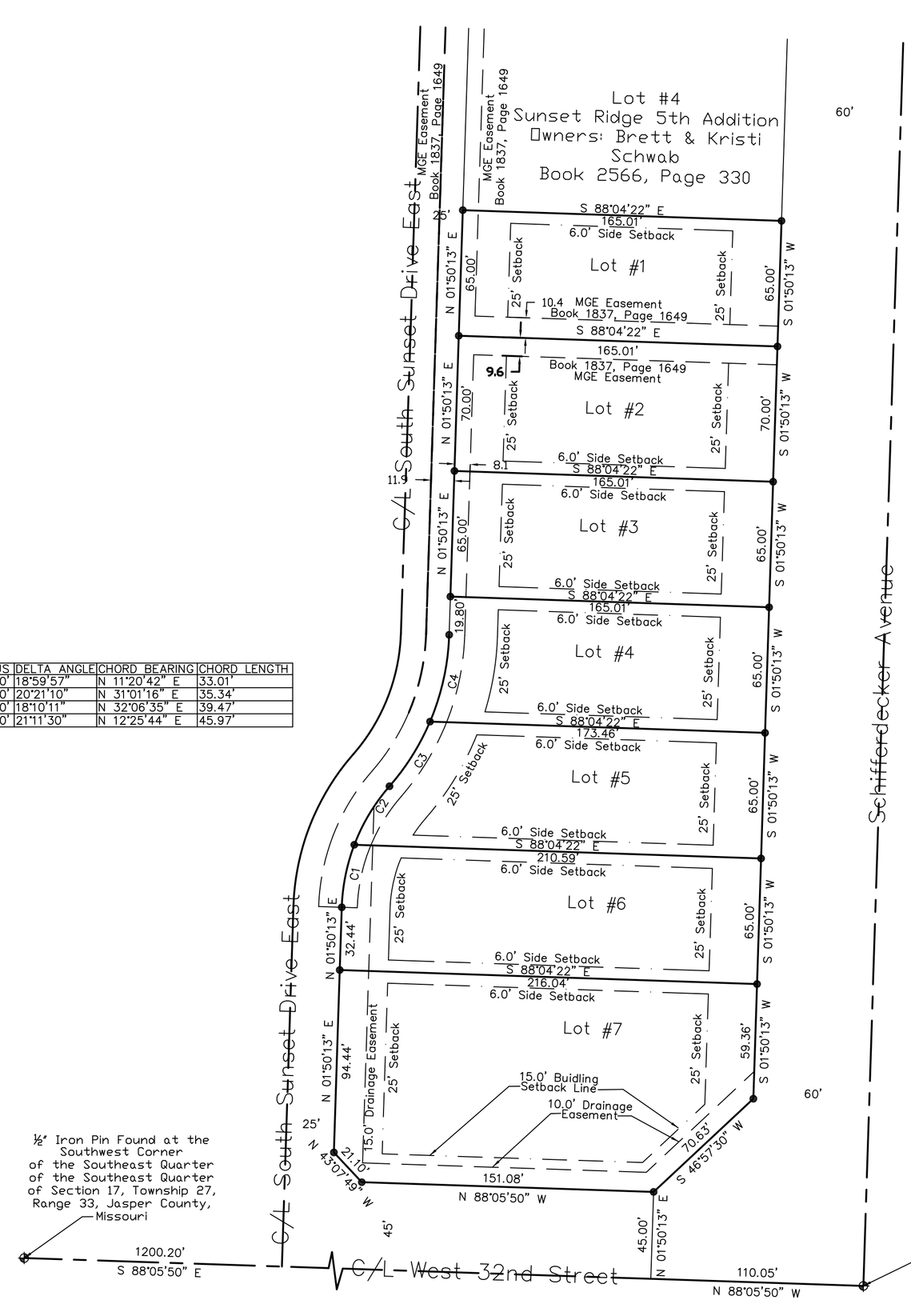
Surveyor: Stewart and Neece Land Surveying, (Rodney C. Neece) 1201 East 15th Street Joplin, Mo.

Zoning Classification: R-1

Lot Area:

Lot 1 - 10725.6 SQ. FT.
Lot 2 - 11550.7 SQ. FT.
Lot 3 - 10752.6 SQ. FT.
Lot 4 - 10851.2 SQ. FT.
Lot 5 - 12490.7 SQ. FT.
Lot 6 - 13984.2 SQ. FT.
Lot 7 - 22254.1 SQ. FT.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	33.16'	100.00'	18°59'57"	N 11°20'42" E	33.01'
C2	35.52'	100.00'	20°21'10"	N 31°01'16" E	35.34'
C3	39.64'	125.00'	18°10'11"	N 32°06'35" E	39.47'
C4	46.23'	125.00'	21°11'30"	N 12°25'44" E	45.97'



SURVEYOR'S CERTIFICATE:

I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidvit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

S:\RCN Seal\Rodney Neece MO - JPG.jpg

S:\logo png.png

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

PRELIMINARY PLAT FOR:
Schuber Mitchell Homes

DRAWN BY: Allgood	DATE: 1-11-21	ADDRESS: West 32nd Street & Schifferdecker Ave. Joplin, Missouri
APPROVED: RCN	S/T/R: 17-27-33	
SCALE: 1"=40'	FILE NAME: CJ172733	CERT OF AUTHORITY: LSC-2019012803

CB 2021-265

Case 015-21: **Preliminary Plat Review** – A request to review the Preliminary Plat of Charlie Jane Addition located at the Northwest Corner of S. Schifferdecker Ave. and W. 32nd St. – Schuber Mitchell Homes.

Mr. Eastman wanted to make note that he did sell this property to them and will not have future financial gain. They actually own that property now.

Mrs. Bruckner-Sears will be recusing herself from both Case 015-21 and 016-21 because she lives in the adjacent subdivision.

Harry Mitchell, 303 Sunny Brook, Carl Junction, MO. What we would like to do is the plat calls for seven (7) lots. We are requesting this subdivision plan.

Mr. Kimble asked if they were making any alteration.

Mr. Mitchell said they met with the attorney and the HOA from Sunset Ridge earlier today about joining into the HOA. We aren't going to build $100 thousand homes on that stretch, and no one wanted that, that is not what we were wanting to do. We will build our larger homes, 2,000 sq. ft. and up. They are taking it to their board tonight.

Mr. Ramsour asked if the commissioners had any questions for Mr. Mitchell?

Mr. McCullough wanted to know if this subdivision was a stand-alone or/and extension of that subdivision?

Mr. Mitchell stated it is a standalone subdivision.

Mr. Bolander mentioned for history purpose this property was never part of the existing subdivision there, so it is a separate piece of property.

Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 015-21 BE APPROVED. MOTION CARRIED, WITH MR. RAMSOUR, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" AND MS. BRUCKNER-SEARS ABSTAINED. (5 IN FAVOR, 1 ABSENT, 1 ABSTAINED)

Case 016-21: **Final Plat Review** – A request to review the Final Plat of Charlie Jane Addition located at the Northwest Corner of S. Schifferdecker Ave. and W. 32nd St. – Schuber Mitchell Homes.

Gary Mitchell, 303 Sunny Brook, Carl Junction, MO. Steve from Stewart & Neece, stated that the Subdivision needed a name and Mr. Mitchell didn't pick up his phone so Steve named it after his granddaughter.

Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MS. PHILLIPS THAT CASE 016-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" AND MS. BRUCKNER-SEARS ABSTAINED. (5 IN FAVOR, 1 ABSENT, 1 ABSTAINED)

Z&P Meeting: March 8, 2021
City Council Meeting: April 5, 2021

STAFF PLANNING REPORT
Final Plat

CASE 016-21 Final Plat Review

NAME OF SUBDIVISION Charlie Jane Subdivision

LOCATION: NW Corner of S. Schifferdecker Ave. and W. 32nd St.

APPLICANT: Schuber Mitchell Homes

PRESENT ZONING: R-1

PRESENT LAND USE: Single-family Residential

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

SUBDIVISION:

Number of lots
7

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Schifferdecker Ave	Arterial	95'
W. 32nd St.	Arterial	75'

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

No.

UTILITIES: Utilities are existing.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

The final plat approval is for Charlie Jane Subdivision located at the Northwest corner of W. 32nd St. and S. Schifferdecker Ave. This subdivision will be 7 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Schuber Mitchell Homes is seeking a 7-lot residential subdivision for single-family residential uses located at Northwest corner of W. 32nd St. and S. Schifferdecker Ave. Utilities are already in place to serve the lots that will be created. All lots meet the minimum lot size requirements for area and width.

Staff recommends approval of Case 016-21.

ENCLOSURES:

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 016-21
Date Filed: _____
Date of Meeting: 3-8-21
~~Filing Fee~~: CC - 4-5-21

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Charlie Jane Subdivision
II. Name of Owner: Schuber Mitchell Homes
III. Name of Subdivider: Stewart + Neece
IV. Name of Person who prepared the Plat: Rodney Neece
V. Date of Hearing: _____
VI. Location of Property by Streets: NWC of S. Schifferdecker and W 82nd St
VII. Present Zoning of Property: R-1
VIII. Present Uses of Property: Vacant
IX. No. of Acres in Total Tract: 2.13 No. of Lots: 7

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

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	✓	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	✓	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	✓	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ✓ ____

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ✓ ____

F. Exact locations, widths and names of all streets and alleys to be dedicated. ✓ ____

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ✓ ____

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ✓ ____

I. Building setback lines on the front and side streets with dimensions. ✓ ____

J. Name and address of the registered land surveyor preparing the plat. ✓ ____

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ✓ ____

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ✓ ____

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ____ ____

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ____ ____

B. Dedications or reservations. ____ ____

C. Surveyor preparing plat. ____ ____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ____ ____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ____ ____

B. If so, has a copy been submitted? _____ _____

XV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Other, as required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

XVI. Are additional comments attached? _____ ✓

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.



Signature

1/28/21

Date

Case 016-21: Final Plat Review



Case 016-21: Final Plat Review – A request to review the Final Plat of Charlie Jane Addition located at the Northwest Corner of S. Schifferdecker Ave. and W. 32nd St. – Schuber Mitchell Homes

Joplin City Limits

0 90 180 360 540 720 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-265 – Final Plat Review, Charlie Jane Addition.

MEETING DATE:
April 5, 2021

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 016-21: Final Plat Review – A request to review the Final Plat of Charlie Jane Addition located at the Northwest Corner of S. Schifferdecker Ave. and W. 32nd St. – Schuber Mitchell Homes

BACKGROUND:
This subdivision will be 7 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. This plat meets the requirements of the subdivision regulations.

PLANNING & ZONING COMMISSION TESTIMONY:
Harry Mitchell, 303 Sunny Brook, Carl Junction, MO. What we would like to do is the plat calls for seven (7) lots. We are requesting this subdivision plan.

Mr. Kimble asked if they were making any alteration.

Mr. Mitchell said they met with the attorney and the HOA from Sunset Ridge earlier today about joining into the HOA. We aren't going to build $100 thousand homes on that stretch, and no one wanted that, that is not what we were wanting to do. We will build our larger homes, 2,000 sq. ft. and up. They are taking it to their board tonight.

PUBLIC COMMENT:
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 016-21.
Planning and Zoning Commission approved Case 016-21 (5 Favor, 1 Abstain, 1 Absent,)

ATTACHMENTS:
CB 2021-265, Planning Report, Commission Minutes, Plat-Charlie Jane Addition.

P & Z Case 016-21
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-265 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Charlie Jane Addition located at the Northwest Corner of S. Schifferdecker Ave. and W. 32nd Street. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at the Northwest Corner of S. Schifferdecker Ave. and W. 32nd Street in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 17, Township 27, Range 3, in the City of Joplin, Jasper County, Missouri, being particularly described as follows: Commencing at the Southeast Corner of Section 17, Township 27, Range 33, Jasper County, Missouri, Thence North 88 Degrees, 05 Minutes, 50 Seconds West along the South line of the Southeast Quarter (SE ¼) of said Section 110.05 feet, Thence North 01 Degrees, 50 Minutes, 13 Seconds East 45.00 feet to the North Right-of-way line of West 32nd Street and the Point of Beginning, Thence along said North Right-of-way line North 88 Degrees, 05 Minutes, 50 Seconds West 151.08 feet to the Easterly Right-of-way line of South Sunset East Drive, Thence along said Easterly Right-of-way line North 43 Degrees, 07 Minutes, 49 Seconds West 21.10 feet, Thence continuing along said Easterly Right-of-way line North 01 Degrees, 50 Minutes, 13 Seconds East 126.88 feet, Thence continuing along said Easterly Right-of-way line along a curve to the Right have a Radius of 100.00 feet and an Arc Length of 68.68 feet, with a Chord Bearing a Distance of North 21 Degrees, 31 Minutes, 17 Seconds East 67.34 Feet, Thence continuing along said Easterly Right-of-way line along a curve to the Left having a Radius of 125.00 feet, and an Arc Length of 85.87 feet, with a Chord Bearing a Distance of North 21 Degrees, 30 Minutes, 50 Seconds East 84.19 feet, Thence continuing along said Easterly Right-of-way line North 01 Degrees, 50 Minutes, 13 Seconds East 219.80 feet to the Southwest Corner of Lot Number Four (4) in Sunset Ridge 5th Addition, Thence along the South line of said Lot Number (4) South 88 Degrees, 04 Minutes, 22 Seconds East 165.01 feet to the Westerly Right-of-way line of Schifferdecker Avenue, Thence along said Westerly Right-of-way line south 01 Degrees, 50 Minutes, 13 Seconds West 454.36 feet, Thence continuing along said Westerly Right-of-way line South 46 Degrees, 57 Minutes, 30 Seconds West 70.63 feet to the Point of Beginning, Being subject to all easements, rights-of-way, and reservations of record, Containing 2.13 acres more or less.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney