JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MAY 5, 2020
6:00 PM
Joplin City Hall, 602 S. Main Street

Citizens can view the meeting online with the usual live stream: http://www.joplinmo.org/182/Video-Multimedia or watch the live broadcast on KGCS-TV on broadcast channel 21 or on regional cable television systems, including Sparklight in Joplin.
If citizens desires to participate in the meeting, please contact the City Clerk's office: 417-624-0820 ext. 220.

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request From Michael Hendrix To Speak About The Cruising Main Ordinance And Having It Repealed Or The Signs Removed From South Main

   2. Request From Bobby Landis Regarding The Use Of The Sports Complex During The Covid-19 Situation.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The April 20, 2020 City Council Meeting

      Documents:

      CC MINS. APRIL 20.PDF

   2. Minutes Of The April 29, 2020 Special City Council Meeting

      Documents:

      MINUTES -SP. MTG.APRIL 29 2020 SPEC. RESPONSE RECOVERY PLAN.PDF

9. **Resolutions**

   1. RESOLUTION NO. 2020-006
      A RESOLUTION ratifying the Second Amendment and Restated Bylaws of the Joplin Sports Authority, Inc.

      Documents:

      RESOLUTION NO. 2020-006-JSA BYLAWS 2ND AMENDMENT_5-4-

2020 MTG.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2020-126
AN ORDINANCE approving Amendment 1 to Work Authorization 32nd Street Right of Way Negotiation with Olsson in the not to exceed amount of Sixty-Eight Thousand and 00/100 dollars ($68,000.00) for appraisal services for the 32nd Street Widening Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB2020-126 32ND ST. APPRAISALS SUMMARY SHEET.PDF
   CB2020-126 32ND ST. APPRAISALS AMENDMENT 1.PDF
   CB2020-126 32ND ST. APPRAISALS COUNCIL ORDINANCE.PDF

2. COUNCIL BILL NO 2020-127
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Ninety-Six Thousand and No/100 Dollars ($396,000.00) for the Joplin Creek Interceptor Replacement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB 2020-127 SUMMARY SHEET - JOPLIN CREEK INTERCEPTOR REPLACEMENT_FOR LINDA.PDF
   CB 2020-127 WA - JOPLIN CREEK INTERCEPTOR REPLACEMENT - WA AMA-OC20-009 04-27-2020 COMPLETE.PDF
   CB 2020-PPP - EXHIBIT MAP - JOPLIN CREEK INTERCEPTOR REPLACEMENT.PDF
   CB 2020-127 COUNCIL BILL - JOPLIN CREEK INTERCEPTOR REPLACEMENT_FOR LINDA.PDF

3. COUNCIL BILL NO. 2020-403
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Guidehouse LLP (GH) to provide administrative activities related to the COVID-19 response and authorizing the City Manager or his designee to execute said Agreement; amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause.

   Documents:

   CB 2020-403- JOPLIN COVID19 MSA V4.PDF
   CB 2020-403.PDF
   CB 2020-403 WORK AUTHORIZATION 1.PDF
   CB 2020-403 SUMMARY.PDF

4. COUNCIL BILL NO. 2020-504
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Midwestern Development, LLC., a Missouri Municipal Corporation, for the sale of three parcels at 10th and Virginia, 928 Virginia Avenue, and 910 Virginia Avenue, totaling approximately 43,200 square feet of land; and authorizing the City Manager

to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-504 SUMMARY LAND SALE VIRGINIA PROPERTIES.PDF
CB 2020-504 LAND SALE ORDINANCE VIRGINIA PROPERTIES.PDF
CB 2020-504 EXHIBIT A REAL ESTATE CONTRACT.PDF
CB 2020-504 MAP OF VIRGINIA PROPERTIES.PDF

5. COUNCIL BILL NO. 2020-505
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

Documents:

CB 2020-505 SUMMARY BUDGET AMENDMENT.PDF
CB 2020-505 BUDGET AMENDMENT ORDINANCE.PDF
CB 2020-505 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Announcements From Public Information Officer, Lynn Onstot

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

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

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

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

JOPLIN CITY COUNCIL
APRIL 20, 2020
MEETING MINUTES

CALL TO ORDER

The April 20, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by City Manager Nick Edwards.

ROLL CALL

Answering Roll Call via Webex/teleconference were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Ryan Stanley and Phil Stinnett. (Mayor Gary Shaw was at the dais). Also, in attendance at the dais were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures – read by City Clerk Barbara Gollhofer

Public Hearing for Resolution No. 2020-005.

Mayor Shaw opened the Public Hearing.

Tammy Walker with Joplin Economic Security Corporation spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. Cortez introduced Resolution No. 2020-005 - a resolution authorizing the filing of a Five-year Consolidated Plan and One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year(s) 2020 to 2024; and authorizing the City Manager to execute said Plans for and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Dr. Reid Adams to approve Resolution No. 2020-005. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Resolution No. 2020-005 was approved.

CONSENT AGENDA
Motion by Mr. Stanley, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9.

Minutes of the April 6, 2020 City Council meeting.

RESOLUTIONS
Mr. Stinnett introduced Resolution No. 2020-004 - a resolution amending the authorized employee elective 457 Plans to allow for participant loans and Roth investment opportunities and to allow for temporary changes to 457 Plans as authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Motion by Mr. Stinnett, second by Mr. Stanley to approve Resolution No. 2020-004. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Resolution No. 2020-004 was approved.

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2020-125
Mr. Lawson introduced Council Bill No. 2020-125 - an ordinance approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of Three Hundred Sixty-Six Thousand Four Hundred Seventy-Five and 00/100 dollars ($366,475.00) for the construction of the 27th Street & Anderson Avenue Infrastructure Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Brown that Council Bill No. 2020-125 be approved on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2020-043**

COUNCIL BILL NO. 2020-502
Mr. Cortez introduced Council Bill No. 2020-502- an ordinance dissolving the Special Allocation Fund for the Joplin Recovery Tax Increment Financing Plan and Redevelopment Project and terminating the designation of the Redevelopment Area of the Joplin Recovery Tax Increment Financing Plan; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No. 2020-502 be approved on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2020-044**

COUNCIL BILL NO. 2020-503
Mr. Stinnett introduced Council Bill No. 2020-503 - an ordinance approving the Termination of Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin, Missouri and the Joplin Redevelopment Corporation, Inc. and authorizing the City Manager to execute the Termination Agreement; and containing an emergency clause. Motion by Mr. Stinnett, second by Mrs. Colbert-Kean that Council Bill No. 2020-503 be approved on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2020-045**

COUNCIL BILL NO. 2020-604

Dr. Reid Adams introduced Council Bill No. 2020-604 - an ordinance authorizing the City of Joplin to enter into a purchase order with Jon's Mid- America Fire Apparatus, LLC, a Missouri Limited Liability Company, for the purpose of purchasing new and unused TNT Extrication Equipment for the not exceed price of One-Hundred Twelve Thousand Five-Hundred Fifty-Four and 60/100 Dollars ($112,554.60); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No. 2020-604 be approved on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2020-046**

COUNCIL BILL NO. 2020-605

Mr. Stanley introduced Council Bill No. 2020-605 - an ordinance approving a Purchase Order to be issued to Motorola Solutions, Inc. to cover the Communications Services and Maintenance Support as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2020-605 be approved on an emergency basis. Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2020-047**

ORDINANCES – First Reading

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

News from the Public Information Officer, read by City Clerk Barbara Gollhofer

Let's Go For a Walk, Joplin! Are you tired of walking the same trail or visiting the same park? Or, you're just not sure where to go? The City of Joplin launched a Walk in the Park series today on Facebook that was developed by two city employees: Carla Bond and Taylor Cunningham.

Over the next few weeks, we're going to highlight various trails and pathways around the City for you and your family to enjoy!

The highlights will be posted three times a week on our FB page and on our website at joplinmo.org .

The first park we're featuring is Cunningham Park, located at the corner of 26th Street and Maiden Lane, which has a 1/3-mile walking loop. And, as a reminder, please follow the social distancing guidelines in place for everyone's health and safety. **Have a great walk!**

Keith Stammer, our Emergency Management Coordinator for Jasper County and City of Joplin wants to remind us that April to May is our prime storm season. He offered these tips to help you be aware and prepared:

- If you're wondering about seeking shelter during this time and Covid19 – please go to a shelter. You can wear a mask, use hand sanitizer and practice social distancing.
- Go to a safe room, basement, or storm cellar; If you are in a building with no basement, then get to a small interior room on the lowest level.
- Prepare a kit: you can use backpack or box of some sort, and include clothes, food and a radio with a battery and take it to the place you plan to take shelter
- Have an emergency kit, have a plan, and be aware and realize when it is time take shelter.
- Pay attention to the weather. Most of the storms here take place between 2pm-11pm. And just so you're aware, there is a possibility of storms this evening.

You can find this information and more on our website at joplinmo.org

Mayor Shaw stated Missouri Governor Mike Parson extended the state stay-at-home order until May 3, 2020 at 11:59 p.m. He asked the city council members if they wanted to extend the Joplin order to align with the state. (Joplin's order was set to end April 24). Voting in favor were Council Members: Brown, Cortez, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9.

There being no further business, the meeting was adjourned at 7:00p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
APRIL 29, 2020

CALL TO ORDER

Mayor Shaw called the special meeting to order at 6:00 p.m.

Invocation was read by City Clerk Barbara Gollhofer

The Pledge of Allegiance to the United States of America was led by Mr. Stinnett.

City Clerk Barbara Gollhofer read the Special Call:

Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a Special Meeting beginning at 6:00 p.m. on Wednesday, April 29, 2020 at Joplin City Hall, 5th Floor Council Chambers, 602 S. Main St. and via teleconferencing for the purpose of discussing the City of Joplin Plan for Response and Recovery.

Citizens could also view the meeting online with the usual live stream http://www.joplinmo.org/182/Video-Multimedia or watch the live broadcast on KGCS-TV on broadcast channel 21 or on regional cable television systems, including Sparklight in Joplin. Anyone wishing to address City Council were encouraged to submit comments online or attend the meeting in person, keeping in mind that social distance is required: 6 ft.).

Answering Roll Call were Council Members: Taylor Brown (via phone), Melodee Colbert-Kean (via phone), Keenan Cortez, Doug Lawson, Anthony Monteleone (via phone), Diane Reid Adams, Gary Shaw, Ryan Stanley and Phil Stinnett. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Requests to Address Council:
Motion by Mr. Stinnett, second by Mr. Stinnett, to move Citizen Requests to this portion of the agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

City Clerk Barbara Gollhofer read the first two of the following citizens' requests:

John Smith, 2010 Carolina Circle, submitted a question asking what the plans are to keep everyone safe during outdoor events such as baseball and softball.

Stephanie (last name and address not provided) submitted comments concerning the safety of public transportation.

Dr. Ben Leavens, 210 S. Duquesne Rd., appeared in person to address Council regarding the Response and Recovery Plan.

Ordinances – Emergency

Council Bill No. 2020-606

Health Director Dan Pekarek began discussion of the Response and Recovery Plan. After discussion, the city council voted on the following amendments to the council bill:

Amendment 1.
Motion by Mr. Stinnett, second by Mr. Lawson to strike the language in the Restaurant section of each Step of the Joplin Recovery Plan:

~~*Restaurants: all restaurants can be reopened but are restricted to 25% of the entity's authorized fire or building code occupancy. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, restaurants must comply with the attached requirements for reopening restaurants;*~~

and instead to insert Section 6 of the Order signed by Dr. Randall Williams, Director of Missouri Department of Heath and Senior Services:

6. Restaurants may offer dining-in services, provided that the limitations on social distancing and other precautionary public health measures, including proper spacing of at least six feet (6') between tables, lack of communal seating areas to parties that are not connected, and having no more than ten (10) people at a single table, are properly adhered to. The continued use of drive-thru, pickup, or deliver options is encouraged throughout the duration of this Order.

Voting in favor of this motion were Council Members: Colbert-Kean; Lawson, Shaw and Stinnett, 4. Nays: Brown, Cortez, Monteleone, Reid Adams and Stanley, 5. The motion failed.

Amendment 2
Motion by Mr. Stinnett, second by Mr. Stanley to amend the Restaurant portion of the proposed (Joplin) Order to include the state's Order with the exception that there not be more than 6 people at table.

Restaurants: Restaurants may offer dining-in services, provided that the limitations on social distancing and other precautionary public health measures, including proper spacing of at least six feet (6') between tables, lack of communal seating areas to parties that are not connected, and having no more ~~than ten (10~~) than six (6) people at a single table, are properly adhered to. The continued use of drive-thru, pickup, or delivery options is encouraged.

Voting in favor were Council Members: Colbert-Kean; Cortez, Reid Adams; Stanley; Stinnett, 5. Nays: Brown, Lawson, Monteleone, and Shaw, 4.

Amendment 3
Motion by Mr. Stanley, second by Mr. Lawson, to delete the last sentence of # 8 on page 2.

8. *Encourage the Public to Wear Masks*

The CDC has issued guidance regarding wearing face masks. Our current focus remains on people staying home when symptomatic and using physical distancing strategies. ~~*Currently the use of masks in public setting is not mandated, but strongly encouraged when going into public settings.*~~

Voting in favor of this motion were Council Members: Colbert-Kean, Lawson, Shaw, Stanley and Stinnett, 5. Nays: Brown, Cortez, Monteleone, and Reid Adams, 4.

Amendment 4

Motion by Mr. Stanley, second by Mr. Stinnett to make the following changes to Step 1 on page 4 referring to Business: delete the words ***non retail*** and add the words, ***and all businesses engaged in retail sales*** as shown below.

Business: current essential, ~~*non-retail*~~ businesses and organizations will continue operations. All businesses and organizations that were not essential, *and all businesses engaged in retail sales, except for the industries specified below, can be reopene*d but are restricted to 25% of the entity's authorized fire or building code occupancy for locations less than 10,000 square feet, and 10% of the entity's authorized fire or building code occupancy for locations 10,000 square feet or greater. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely.

Voting in favor of this motion were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

Amendment 5

Motion by Mr. Lawson, second by Mr. Stanley to make the following change to each step of the Recovery Plan:

Each step within Recovery ~~should be a minimum~~ ***may be four*** (4) four weeks and may be as long as several months.

Voting in favor of this motion were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Reid Adams, Shaw, Stanley, and Stinnett, 8. Nays: Monteleone, 1.

Amended Council Bill No. 2020-606

Mr. Stanley introduced Amended Council Bill No. 2020-606 - an ordinance adopting the City of Joplin Plan for Response and Recovery during the duration of the Mayor's Emergency Government Proclamation of State of Emergency in City of Joplin, State of Missouri dated March 18, 2020, or any extension thereof; authorizing the Mayor to execute the appropriate phase and step of the City of Joplin Plan for Response and Recovery, consistent with the components and elements contained therein, in order to protect the public health; establishing a penalty for violating the prohibition; and containing an emergency clause.

Motion by Mr. Stanley, second by Mr. Stinnett that Amended Council Bill No. 2020-606 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The amended council bill was declared adopted and entitled **Ordinance No. 2020-048**

Adjournment

With no further business, the meeting adjourned at 8:30 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2020-006 – ratifying the Second Amendment and Restated Bylaws of the Joplin Sports Authority, Inc.

MEETING DATE:
May 4, 2020

REVIEWED BY:
Peter Edwards, City Attorney; Nick Edwards, City Manager.

SUMMARY:
This Resolution is to ratify the Second Amendment and Restated Bylaws of the Joplin Sports Authority, Inc.

BACKGROUND:

On February 3, 2020, the JSA leadership presented to Council at the Informal meeting, a request for some proposed changes to the JSA Bylaws, consisting of two (2) main revisions:

1. To reduce the members from 15 to 11; and,
2. To allow members the ability to phone in for meetings.

The Council gave its informal approval for this at its February 3, 2020 meeting.

RECOMMENDATION:
Staff recommends this Resolution be approved.

ATTACHMENTS:
Resolution No. 2020-006
Exhibit "A" – JSA Amended Bylaws

PCE:ab

AMENDED BYLAWS

OF

THE JOPLIN SPORTS AUTHORITY

ARTICLE I

Name and Purpose

Section 1. Name. The name of the Corporation shall be The Joplin Sports Authority, Inc., (hereinafter referred to as the "Corporation").

Section 2. Purpose. The purpose for which the Corporation is organized is as set forth in the Articles of Incorporation of the Corporation.

ARTICLE II

Locations of Offices

Section 1. Offices. The principal office of the Corporation shall be located in Joplin, Missouri.

Section2. Other offices. The Corporation may have offices at such other place or places, either within or without the State of Missouri, as the Board of Directors may, from time to time, designate.

ARTICLE III

Board of Directors

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors (hereinafter referred to as the "Board"). Unless otherwise specified, Directors need not be residents of the State of Missouri. The Directors shall select one of their members who shall serve as Chairman, and preside over Board meetings.

Section 2. Number, Qualification, and Terms. The Board shall consist of eleven

Exhibit "A"

(11) members. There shall be four (4) classes of Directors: appointed, citizen, at-large, and ex-officio. The Directors shall be selected as set forth herein. The term for all Directors shall be three (3) years unless otherwise provided. No Director shall serve more than two (2) successive full terms, and, Directors shall not be eligible for further appoint to the Board until one (1) year after the expiration of the second full term. Directors, unless otherwise noted below are not required to be residents of the City of Joplin; however, in no event shall the total number of Directors who are not residents of the City of Joplin exceed five (5).

Section 3. Appointed Directors. By virtue of their position, the holders of the following positions shall automatically be Directors of the Corporation:

(a) Athletic Director of MSSU

(b) Athletic Director of Joplin R-8

(c) Director, Joplin Convention and Tourism Bureau

(d) Director, Parks and Recreation, City of Joplin

Appointed Directors may be but shall not be required to be residents of the City. Appointed directors shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions. Term limits do not apply to Appointed Directors.

Section 4. Citizen Directors. The Council of the City of Joplin shall select at least four (4) residents of the City who are interested in and dedicated to, the promotion of sports in the city and region for the position of Directors of the corporation. Citizen Directors shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions.

Section 4.5. At –Large Directors. The Council of the City of Joplin shall select three

(3) area residents who are interested in and dedicated to, the promotion of sports in the city and region for the position of Directors of the corporation. Citizen Directors shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions.

Section 5. Ex-officio Board members. In addition to the appointed and citizen members of the Board, the executive Director of the Corporation, and the mayor of the City of Joplin or his designee among the Council of the City of Joplin shall be ex-officio members of the Board of Directors. Ex-officio members shall be entitled to all notices and documents and shall have the right to speak on any issue before the Board but they shall have no vote on Corporation issues. Ex officio members shall not count against the total of 11 members allowed to serve as board members or quorum requirements. Term limits do not apply to Ex-officio Board members.

Section 5.1. Founders chair. In addition to other ex-officio member there is hereby created an ex-officio member position to be known as the founder's chair. Any person appointed to the founder's chair shall be an individual who has served the maximum term as a Director of the Corporation, has shown outstanding dedication to the Corporation and the promotion of sports marketing in Joplin and the area. The founder's chair shall be appointed by the Council of the City of Joplin City and shall serve without term at the pleasure of the Council. The founders chair shall have the same rights and privileges of any other ex-officio member as described in section 5 above and none other. The founders chair shall not count against the total of 11 members allowed to serve as board members.

Section 6. Resignation and removal. A Director may resign at any time by submitting his written resignation to the chairman of the Board. Resignations shall be

effective on the date specified therein, or, if no date is specified, upon receipt by the chairman. A Director may be removed, with or without cause, by a majority vote of the Directors then in office. Resignation of removal shall also constitute resignation from any committee of which such Director is a member and from any office held by such Director.

Section 7. Vacancies. A Director shall be selected by the Council of the City of Joplin to fill a vacancy for the unexpired term of his predecessor in office. Any vacancy in an appointed or ex-officio Director shall be filed by the individual selected to fill such position.

Section 8. Attendance. Directors are encouraged to attend meetings in order to promote the business and operation the corporation. Directors are required to attend at least one-half (1/2) of the Board meetings held each year. A Director who fails to meet the above attendance requirement or who misses three (3) consecutive regularly scheduled meetings may be removed from office. A Director may attend a meeting by electronic communications, such as telephone or video conference, but not more than three (3) regular meetings per year.

Section 9. Regular meetings. Regular quarterly meetings of the Board shall be held at least quarterly at the principal place of business of the Corporation or as specified in the notice of the meeting. The meeting held during March shall be the annual meeting of the Board.

Section 10. Agenda for annual meeting. The agenda for the annual meeting of the Board shall be as follows:

(a) Call to order by the Chairman;

(b) Approval of minutes of the preceding meeting;

(c) Committee reports;

(d) Reports of officers;

(e) Any business;

(f) Recognition of Directors who shall immediately assume office;

(g) Election or appointment by current Directors of officers of the Corporation.

Section 11. Special meetings. Special meetings of the Board may be called by or at the request of the chairman of the President or two (2) Directors. The person or persons calling a special meeting of the Board may fix any place, either within or without the State of Missouri, as the place for holding any special meeting of the Board called by them.

Section 12. Notice. Written or printed notice stating the place, day, hour of the meeting and, in case of a special meeting, the purpose or purposes for which it is called shall be delivered not less than two (2) nor more than forty (40) days before the date of the meeting, either personally, by mail or by telegram by or at the direction of the Chairman or the secretary to each member of the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Corporation, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 13. Quorum. A majority of the whole Board present in person shall constitute a quorum of the transaction of any business at any meeting of the Board;

provided, however, that less than a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 14. Voting. A Director shall have one vote and proxy may not be used.

Section 15. Manner of acting. The act of a majority of the Directors present in Person at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law, the articles of incorporation or these Bylaws.

Section 16. Compensation. Directors as such shall not receive any stated salaries for their services. Notwithstanding the foregoing, nothing contained in this section shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Corporation shall be a Chairperson, one or more, Vice Chairpersons, a secretary, a treasurer, the executive Director, and such other officers as may be elected or appointed in accordance with the provisions of this article. The Board may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of chairman and secretary.

Section 2. Election and term of office. The officers of the Corporation shall be elected by the Board at its annual meeting. If the election of the officers shall not be held at such meeting, such election shall be held soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office

for one (1) year and until his successor shall have been duly elected and shall have qualified. No person except executive Director shall serve in any single office for more than three (3) consecutive one-year terms. After an absence of one (1) year in any office, such person shall be eligible for re-election to that office for up to three (3) additional consecutive one-year terms

Section 3. Removal. Any officer elected or appointed by the Board may be removed by a majority vote of the Directors then in office whenever in their judgment the best interests of the Corporation would be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer, however, shall not of itself create any contract rights.

Section 4. Vacancies. A vacancy in any office due to death, resignation, removal, and disqualification or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. Chairperson. The Chairperson shall preside at all meetings of the Board. He shall see that all orders and resolutions of the Board are carried into effect and in general shall perform all duties incident to the office of Chairperson and such other duties as may be assigned by the Board. He shall prepare for a formal report of all activities of the Corporation, which shall be made available within thirty (30) days of the close of the Corporation's fiscal year.

Section 6. Vice President. The Vice-Chairperson shall act in the absence of the Chairperson, in which case he shall have all the power and authority of the Chairperson.

Section 7. Secretary. The secretary shall record or cause to be recorded minutes of all meetings of the Board. He shall give or cause to be given notices of all meetings.

Section 8. Treasurer. Two signatures of the designated Board members shall be required on all corporate checks. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever; and deposit all such monies in the name of the Corporation in such as banks, trust companies, or other depositories as shall be selected in accordance with the provisions of article VIII of these Bylaws. The treasurer shall, with the advice of the President, prepare an annual budget for the Corporation. The treasurer shall, with the advice of the President, submit quarterly reports of the Corporation's fiscal affairs to the City of Joplin's finance Director. The treasurer shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Board.

Section 9. Assistant secretaries and assistant treasurers. If required by the Board, the assistant treasurers shall give bonds for the faith discharge of their duties in such sums and with such sureties as the Board shall determine. The assistant secretaries and assistant treasurers, in general, shall act respectively in the absence of the secretary or the treasurer, in which case they shall have all the power and authority of the secretary and treasurer. The assistant secretaries and assistant treasurers shall perform such duties as shall be assigned to them by the secretary, the treasurer, or by Board.

Section 10. Executive Director. The Corporation may select an executive Director, who shall provide all services to the Corporation customary to this position, and who may, with authority of the Board of Directors, enter into contracts on behalf of the Corporation, the executive Director shall receive reimbursement for his expenses, and my receive a reasonably salary for his duties on behalf of the Corporation.

ARTICLE V

Committees

Section 1. Committees of the Board. The Board, by resolution adopted by a majority of the Directory's in office, may designate and appoint one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in said resolutions or these Bylaws, shall have and exercise the authority of the Board in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation of revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board which by its terms provides that is shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it or him by law.

Section 2. Other committees. Other committees not having and exercising the authority of the Board in the management of the Corporation may by designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Expect as otherwise provided in such resolution or by these Bylaws, members of each such committee shall be members of the Board, and the chairman of the Corporation shall appoint the members thereof. Any member thereof may be removed by

the person or persons authorized to appoint such members whenever in their judgment the best interests of the Corporation shall be served by such removal.

Section 3. Term of office. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the member thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, or there Bylaws, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws, or with rules adopted by the Board.

ARTICLE VI

Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized or required by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific

instances.

Section 2. Checks, drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the treasurer or an assistant treasurer; provided, however, that any checks, drafts or orders for the payment of money, notes or other evidences of indebtedness of the Corporation exceeding Five Hundred Dollars ($500.00), shall be countersigned by the Chairperson of the Corporation or his designee.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies and other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VII

Indemnification

Section 1. Actions Other Than By or in the Right of the Corporation. The Corporation may indemnify any person who was or is a part or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding whether civil, criminal, administrative or investigative, other than an action by or in the right of the

Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonably cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

Section 2. Actions by or in the right of the Corporation. The Corporation may indemnify any person who was or is a party or is threatened to me made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for

negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses which the court shall deep proper.

Section 3. Indemnification against expenses. To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2 of this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expense, including attorneys' fees, actually and reasonably incurred by him in connection with the action, suit or proceeding.

Section 4. Authorization of indemnification. Any indemnification under sections 1 and 2 of this article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this article. The determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding or, if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

Section 5. Payment of expenses in advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or

agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this article.

Section 6. Provisions not exclusive. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to under any Bylaw, agreement, vote of the disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. The Corporation may purchase and maintain on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this article.

Section 8. Definitions. For the purpose of this article, references to "the Corporation" include all constituent Corporations absorbed in a consolidation or merger as well as the resulting or surviving Corporation so that any person who is or was a Director, officer, employee or agent of such a constituent Corporation or is or was serving at the request of such constituent Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this article with respect to the resulting or surviving

Corporation as he would if he had served the resulting or surviving Corporation in the same capacity.

For the purposes of this article, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term "serving at the request of the Corporation" shall include any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" as referred to in this article.

ARTICLE VIII

Conflicts of Interest

Each Director prior to taking his position on the Board of Directors, and all present Directors as soon as practical after the adoption of this policy, shall submit in writing to the Chairperson of the Corporation a list of all business or other organizations of which the Director is an officer, member, owner, or employee, or for which he acts as an agent, with which the Corporation transacts business, or might reasonably in the future transact business or enter into a relationship in which the Director may have a conflicting interest. Each written statement shall be submitted with any necessary changes as they occur. Within ten (10) days prior to the annual meeting of the Board of Directors, the secretary shall mail to each Director his or her current statement for review. Prior to the annual

meeting of the Board of Directors, each Director shall return the statement either verifying its accuracy or making necessary changes. The chairman of the Board of Directors shall become familiar with the statements of all Directors in order to guide his conduct should a conflict arise. The vice chairman of the Board of Directors shall be familiar with the statement files by the chairman of the Board of Directors.

No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other Corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director of officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board or committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(2) The contract or transaction is fair as to the Corporation as of the time it is authorized or approved by the Board, or a committee thereof, or the sole member.

Common or interest Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee which authorizes the contract or transaction.

ARTICLE IX

Books and Records

The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep, at the registered or principal office, a record giving the names and addresses of the members of the Board.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall begin on the first day of November and end of the last day of October in each year.

ARTICLE XI

Seal

The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "corporate seal, State of Missouri".

IN WITNESS WHEREOF, the parties have caused these presents to be executed on this _____ day of _____, 2020.

The Joplin Sports Authority, Inc.
A Missouri Non-Profit Corporation

By: _____
Chairman

Attest: _____
Barbara Gollhofer
City Clerk

Approved and affirmed by the Joplin City Council by Resolution Number 2020-006 on the 4th day of May, 2020.

RESOLUTION NO. 2020-006

A RESOLUTION ratifying the Second Amendment and Restated Bylaws of the Joplin Sports Authority, Inc.

WHEREAS, the Joplin Sports Authority (JSA) has made revisions to its Bylaws, a copy of which are attached hereto as Exhibit "A"; and,

WHEREAS, the City Council is in agreement with the revisions, and, by this Resolution, ratifies the Second Amendment and Restated Bylaws of the JSA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI AS FOLLOWS:

Section 1. That the Second Amendment and Restated Bylaws of the Joplin Sports Authority, Inc., (JSA), are hereby ratified.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-126 Amendment 1 to Work Authorization 32nd Street Right of Way Negotiation with Olsson

MEETING DATE
May 4, 2020

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2020-126; Amendment 1

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve Amendment 1 to Work Authorization 32nd Street Right of Way Negotiation with Olsson in the not to exceed amount of Sixty-Eight Thousand and 00/100 dollars ($68,000.00) for appraisal services for the 32nd Street Widening Project

BACKGROUND
In August 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd Street from Schifferdecker to Central City Road. In June 2019 City Council approved an agreement with Deborah Pearson and Co., Inc. to provide appraisal services for the project, and in July 2019 City Council approved an agreement with Olsson to provide right of way negotiation services for the project. Due to unforeseen circumstances, Deborah Pearson & Co., Inc. is unable to complete the remaining appraisals required for the project, and therefore Olsson is revising their scope of services to provide the remaining appraisals. The remaining appraisal services will be provided to Olsson by Southwest Valuation. City staff has reviewed the fees submitted by Olsson for the remaining appraisal services, and found them to be within industry standards.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2020-126, Amendment 1 to Work Authorization 32nd Street Right of Way Negotiation with Olsson in the not to exceed amount of Sixty-Eight Thousand and 00/100 dollars ($68,000.00) on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow right of way negotiation and design services to continue, without unnecessary further delays, and is therefore an emergency.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Street Joplin, MO 64801	
Attention: David Hertzberg, PE Dan Johnson, PE		Attention: Clayton Cristy, PE & Jack Schaller, PE	
Department: Public Works		Phone: (417) 781-0643	Fax: (417) 781-4714
Phone: (417) 620-0820	Fax: (417) 625-4738	*Appraisal Services for 32nd Street Right of Way Negotiation*	

AMENDMENT __#1__ TO WORK AUTHORIZATION NUMBER _32nd St. ROW Negotiation_____

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

2. **Addition to Services**. The City 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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number 32nd St ROW Negotiation exceed the sum of Sixty-Eight Thousand Dollars ($68,000.00).

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, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

Engineer: Olsson

By: _____

Printed Name: Jack Schaller, P.E.

Title: Vice President

Date: *04/23/2020*

By: _____

Printed Name: Clayton Cristy, P.E.

Title: Vice President

Date: *04/23/2020*

EXHIBIT A
Amendment #1 to 32nd Street ROW Negotiation Services

Preface / Project Background:
Partial appraisal services were completed for this project. The original appraisal service provider is no longer working on the project. This Amendment #1 is intended to add remaining appraisal services for the 32nd Street Project to Olsson's ROW Negotiation Services Agreement.

DESCRIPTION OF BASIC ENGINEERING SERVICES
Appraisal Services for 32nd Street ROW Negotiations

Scope of Services:

PHASE 200 – APPRAISAL SERVICES
Task 200010 – PROJECT MANAGEMENT
Olsson will perform management and coordination of Appraisal Subconsultant, Southwest Valuation – Mr. Rick J. Muenks, J.D., MAI.

Task 200020 – APPRAISAL SERVICES
Southwest Valuation will perform appraisal services on the remaining un-appraised parcels along the 32nd Street project from Central City to Schifferdecker. Appraisal services will be performed per the attached Scope of Services submitted from Southwest Valuation Services (Exhibit B).

Schedule:
90 Days from Notice-to-Proceed.

Fee:
For Task 200010, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule attached to the original Work Authorization.

For Task 200010, Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $8,000.00.

For Task 200020, Client shall pay to Olsson the actual cost of all reimbursable expenses accrued under the proposal from Southwest Valuation Services. These services will be billed to the client at their actual cost with no mark-up added.

For Task 200020, Olsson's Scope of Services will be provided on a time-and-expense bases not to exceed $60,000.00.

SUMMARY OF FEES

Olsson's original Scope of Services for ROW Negotiation was established not-to-exceed $92,800.

Amendment No. 1 will add a total of $68,000 to the original fee, in accordance with the details noted above.

The revised total fee will be established not-to-exceed $160,800.

Rick J. Muenks, J.D., MAI
Certified General Real Estate Appraiser
Christopher P. Mueller, MAI
Certified General Real Estate Appraiser
Seth Johnson, MAI
Certified General Real Estate Appraiser

Southwest Valuation

Associates:
Cassandra J. Sickman
Associate
Lacee M. Gerleman
Associate

3041 S. Kimbrough Avenue #107, Springfield, Missouri, 65807
Phone: 417-866-8300 • Fax: 417-866-8391 • swvaluation.com

EXHIBIT B

Via email – perwin@ollson.com

February 28, 2020

Phil Erwin
Olsson, Inc.
702 South Main
Joplin, Missouri 64801

Re: Proposal for appraisal services – 32nd Street Widening Project – City of Joplin – Jasper and Newton, Missouri.

Dear Mr. Erwin:

Thank you for allowing Southwest Valuation the opportunity to provide professional valuation services. The following is an outline of the services requested and sets forth the terms of the engagement.

1. Parties - This agreement is between Southwest Valuation, LLC, and Olsson Inc.

2. Subject of Assignment - The subject for the assignment are Thirty One (31) parcels of property located along 32nd Street identified on the Right of Way Plan for 32nd Street widening and specifically those identified on the attached Exhibit A.

3. Description of Assignment – Appraisal services to establish a just compensation determination based on a fair market value for the fee simple interest in the property before the acquisition and after the proposed acquisition as shown on the Right of Way Plan for 32nd Street. In cases where it is concluded that existing improvements are not impacted by the proposed acquisition, a general estimate of the contributory value for the improvement will be made.

The Appraisal Reports prepared as part of this assignment will be completed on either a Standard Appraisal format or a Value Finding format as described in Section 236.6 of the Missouri Department of Transportation (MoDot) Appraisal Guidelines.

4. Delivery Time for Assignment - Southwest Valuation, LLC, will deliver the reports that make up this assignment on or before 60 days after being engaged on the assignment. Southwest Valuation, LLC will deliver to client electronic versions of the appraisal report. Paper versions of the report will be made available upon request.

5. Fee for Assignment/Payment Terms - The fee for the appraisal services is $60,000, or $1,935 per report, all-inclusive with the fee payable upon delivery of the appraisal reports.

This fee does not include any expert witness testimony or preparation for testimony. Expert witness testimony and preparation will be billed at a rate of $175 per hour.

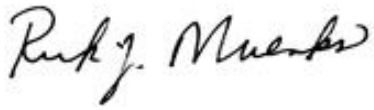
6. Items Required for Assignment Completion - The following items for the subject property are required in order for Southwest Valuation to begin and complete this assignment:

- Title Reports
- Proposed Acquisition Deeds.

7. User of Report - The report of study findings is prepared for use by the specified client, City of Joplin, their agents, Missouri Department of Transportation, and fact finders. It may not be reproduced or distributed to third parties without the written permission of Southwest Valuation, LLC.

We are happy to be of service to you. Should you have any questions, please do not hesitate to contact me. Please return this original letter to Southwest Valuation after signing it.

Respectfully,



Rick J. Muenks
Southwest Valuation, LLC

AGREED AND ACCEPTED

_____

Date

Southwest Valuation

EXHIBIT A

20	William and Vicki Cook Trust 1630 Applegate Lane Joplin, MO 64804 417-529-4842 wdcorfhg@gmail.com	162.2 acres	29,113 SF	5,400 SF		15,672 SF			
21	R.S. Anderson Ron Anderson 1084 Ashwood Lane Joplin, MO 64804 417-850-4905 ronanderson1978@icloud.com	234.21 acres	15,915 SF	79,833 SF	11,493 SF	15,350 SF			
22	Monkey Hill Mining Company LLC Ben and Rebecca Leavens PO Box 121 Saginaw MO 64864	63.44 acres	12,277 SF	9,601 SF		13,935 SF			
28	R.S. Anderson Inc. Ron Anderson 1084 Ashwood Lane Joplin, MO 64804 417-850-4905 ronanderson1978@icloud.com		7,794 SF	7,050 SF					
29	Mike Simmons 2264 Crow Road Joplin, MO 64804 417-439-8031		19,017 SF			4,120 SF			
30	David and Sherron McBee 15946 Cherry Road Diamond, MO 417-437-8133		32,094 SF			9,061 SF			
31	Waterview Estates Rick Benson PO Box 2283 Joplin Missouri 64803 rick@rbcjoplin.com 417 850-1781 cell		19,188 SF			7,677 SF			
32	RBC Enterprises PO Box 2283 Joplin Missouri 64803 rick@rbcjoplin.com 417 850-1781 cell		5,845 SF	3,664 SF		7,270 SF			
33	Johnnie Anderson 3098 S. Day Road Joplin, MO 64804 417-483-1143		7,394 SF	10,801 SF		10,396 SF			

36	Ricks Machine and Fabrication		23,947 SF	588 SF		10,818 SF			
	PO Box 2283								
	Joplin Missouri 64803								
	rick@rbcloplin.com								
	417 850-1781 cell								
37	Edward and Alison Hershewe		66,656 SF	9,748 SF	6,152 SF	27,754 SF			
	431 Virginia								
	Joplin, MO 64801								
38	Karl William Blade Trust		7,186 SF	2,275 SF		7,569 SF			
	Arbor Hills								
	3900 N. Main								
	Joplin, MO 64801								
39	Everett Shallenburger	103,699 SF	9,231 SF			6,155 SF			
	3501 W. 32nd Street								
	Joplin, MO 64804								
	417-624-9498								
	tazeverett@yahoo.com								
40	Joel Standeford	16,015 SF	2,817 SF						
	3418 W. 31st Street								
	Joplin, MO 64804								
41	Bailee and Robert Brown	16,015 SF	2,817 sF						
	3414 W. 31st Street								
	Joplin, MO 64804								
42	Sudhakar and Balamba Ancha	18,989 SF	3,684 SF			60 SF			
	3402 W. 31st Street								
	Joplin, MO 64804								
43	Lynda Banwart Trust	47,648 SF	3,138 SF			198 SF			
	3130 Skelley Court								
	Joplin, MO 64804								
	lala@cableone.net								
44	Linda Meier Trust	74,454 SF	4,208 SF			7,825 SF			
	3130 Skelley Drive								
	Joplin, MO 64804								
	417-437-9661								
	mlmeier@cableone.net								
45	Marvin and Lorie McCreary	107,517 SF	8,510 SF			9,825 SF			
	3330 Sunset Drive								
	Joplin, MO 64804								
	mccreary.dan@gmail.com								

46	Loyco Enterprises	26,986 SF	4,683 SF			3,177 SF			
	3224 West Sunet Drive South								
	202 E,. 32nd Street Suite C								
	Joplin, MO 64804								
	417-624-2349								
	edloydconstruction@gmail.com								
47	Michael and Sonya Nagle	25,155 SF	1,400 SF			2,800 SF			
	3222 West Sunset Drive South								
	Joplin, MO 64804								
48	Anthony & Kaman Doll	25,147 SF	1,400 SF			2,800 SF			
	3202 W. Sunset Drive								
	Joplin, MO 64804								
49	Betty McElhaney	25,138 sF	1,400 SF			2,800 sF			
	3118 W. Sunset Drive								
	Joplin, MO 64804								
	417-624-7476								
50	Charles (Ted) and Barbara Easley	22,237 sF	1,249 SF			90 SF			
	3102 S. Sunset Drive								
	Joplin, MO 64804								
	417-622-9828								
	cteasley1951@gmail.com								
52	Westberry Farms LLC	80,586 SF	11,030 sF			8,822 SF			
	PO Box 4253								
	Joplin, MO 64802								
54	Wesberry Farms LLC.	30,993 SF	3,420 SF			2,870 SF			
	PO Box 4253	16,881 SF	271 SF			330 SF			
	Joplin, MO 64802								
55	Gary Bandy and Doris Carlin	69,569 SF	600 SF			200 SF			
	3234 N. Westberry SQ								
	Joplin, MO 64804								
	417-850-9419								
	dc@doriscarlin.com								
56	Jahan and Abby Zebb	67,911 SF	6,700 SF			7,084 SF			
	3220 N. Westberry SQ								
	Joplin, MO 64804								
57	Kenneth & Julie Madl	70,559 SF	8,977 SF			9,138 SF			
	3210 N. Westberry SQ								
	Joplin, MO 64804								
	620-249-1616								
58	Ahmed Aboul-Magd & Theodora Zaki	110,485 SF	3,102 SF			2,979 SF			
	3215 N. Westberry SQ								
	Joplin, MO 64804								
59	Jay and Linda Rosenberg	84,880 SF	5,200 SF			5,200 SF			

	3133 N. Westberry SQ								
	Joplin, MO 64804								
	417-624-6624								
60	Chance Lee and Lori Mathiesen	81,753 SF	7,740 SF			8,140 SF			
	3115 N. Westberry SQ								
	Joplin, MO 64804								

COUNCIL BILL NO. 2020-126 ORDINANCE NO.

AN ORDINANCE approving Amendment 1 to Work Authorization 32nd Street Right of Way Negotiation with Olsson in the not to exceed amount of Sixty-Eight Thousand and 00/100 dollars ($68,000.00) for appraisal services for the 32nd Street Widening Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Amendment 1 to Work Authorization 32nd Street Right of Way Negotiation in the not to exceed amount of Sixty-Eight Thousand and 00/100 dollars ($68,000.00) for appraisal services for the 32nd Street Widening Project, for the City of Joplin, a true and accurate copy of said amendment 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 amendment, or agreement in substantially similar form, by and on behalf of the City of Joplin with Olsson

Section 3. That upon the final approval and acceptance of the consultant'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 consultant shall be paid from the Capital Improvement Sales Tax fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow right of way negotiation and design services to continue, without unnecessary further delays, and is therefore an emergency.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2020, by a vote of_____.

ATTEST: Gary L. Shaw, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2020-126

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-127
Work Authorization for the Joplin Creek Interceptor Replacement Project

MEETING DATE
May 4, 2020

ORIGINATING DEPT
Public Works

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 Joplin Creek Interceptor Replacement Project in the not to exceed amount of Three Hundred Ninety-Six Thousand and No/100 Dollars ($396,000.00)

BACKGROUND
The Joplin Creek sewer lines serve the vast majority of the oldest parts of town, extending from the old wastewater treatment plant at Lone Elm Rd., as far up as Joplin High School. This project seeks to make needed improvements starting at the Lone Elm Rd. and Soccer Field Rd. intersection. Over the past 15 years, certain improvements have been made to these trunk line sewers between Lone Elm Rd. and N. Main Street, which have resulted in a segment that now must be improved. In 2014, part of the parallel sewers of Joplin Creek were replaced in the eastern half of the section between Lone Elm Rd. and N. Main Street, while the Crossroads Parallel interceptor sewer was built in that same timeframe. This project will replace about 2,400 lineal feet of the 36" diameter pipe with a 48" diameter pipe (see Exhibit map). By increasing the diameter by 12 inches, the capacity of this pipe will more than double. Additionally, the combined capacity of this new pipe, working in parallel with the existing 42" diameter line, should increase sufficiently to convey an estimated 50 million gallons per day (MGD) without surcharging.

For these reasons, the 2019 Facilities Plan done by AMA, identified this parallel piping replacement project as a critical need. As such, the consultant fees were included in this fiscal year's budget, with construction budgeted for next FY. As part of this WA, AMA will prepare an environmental report to be used for acquiring potential federal stimulus funding. The consultant's fees are within industry standards for design and bidding services. While Public Works intends to provide construction inspection and management, AMA's scope and fees include this service, in case staff are unable to devote enough time to inspect the work.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Wastewater fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving a work authorization on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and so that this project can be "shovel ready" if federal stimulus funds become available; furthermore, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

ATTACHMENTS

Exhibit Map; CB 2020-127 Ordinance; Work Authorization AMA-OC20-009

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: Joplin Creek Interceptor Improvements	

WORK AUTHORIZATION NUMBER AMA-OC20-009
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

2. Addition to Services. The City 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-OC20-009 exceed the sum of Three Hundred Ninety -Six Thousand Dollars ($396,000).

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, 2020, 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 Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC20-009 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 Joplin Creek Interceptor Line Improvements)

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, property acquisition, 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 Project area is generally east of Lone Elm Road, along Joplin Creek and west of the old City of Joplin Dover Hill Soccer fields in Joplin, MO.

1.1.3.2 Design of sanitary sewer line and associated manhole renovations within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that approximately 2,400 LF of new 48-inch diameter sanitary sewer main and associated appurtenances will be part of the project.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said new sanitary sewer line and manholes within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected sanitary sewer line improvements. Services will be provided part time with an estimated construction duration of 9 months.

1.1.3.5 Easement or Right-of-Way acquisition services are not anticipated as part of this project.

1.1.3.6 Preparation of the Environmental Report in Compliance with standard Community Development Block Grant (CDBG) funding agency guidelines (given the funding agency for the project has yet to be identified).

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.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

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

1.2.7 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 and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all 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.

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

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 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; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER’s discretion, ENGINEER may be requested to furnish a 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.

1.5 Environmental Report

1.5.1 Prepare an Environmental Report for the sanitary sewer project area in Compliance with standard Community Development Block Grant (CDBG) or Missouri Department of Natural Resources State Revolving Fund (MDNR SRF) funding agency guidelines. Requirements for other agencies that may be more stringent than by the listed agencies may require additional services beyond the scope of this contract.

1.5.2 Prepare necessary maps and other project data for submission to applicable governmental agencies for their review as part of the CDBG or MDNR SRF Environmental Review process. Any specialized, in-depth environmental studies determined necessary by governmental agencies as part of this initial review are not covered within this scope of work and shall be considered an additional service.

1.5.3 Develop Eight Step Process if determined that project activities will occur within a designated flood plain.

1.5.3.1 In the event the Eight Step Process is determined necessary, prepare associated notice of explanation publication.

1.5.4 Prepare and publish required public notices as necessary to meet standard funding agency environmental report guidelines.

1.5.5 Coordinate with OWNER and attend any required public meetings.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 3.5 months after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 9-month construction time period.

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 2020"; with a total compensation ceiling of $396,000, as set forth in Work Authorization Number AMA–OC20-009 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task		Estimated Fee
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$169,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$40,000	
Subtotal Standard Project Engineering Services		$209,000
Additional Project Engineering Services		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)		$157,000
Preparation of Environmental Report (Paragraphs 1.1.3.6 and 1.5)		$30,000
Total Estimated Maximum Fee – All Services		$396,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2020 and 2021
LABOR RATES

	Hourly Billing Rate	
Classification	01/01/2020 thru 12/31/2020	01/01/2021 thru 12/31/2021
Principal/Engineer V	$224	$232
Principal/Engineer IV	$203	$210
Principal/Engineer III	$187	$194
Project Manager/Engineer II	$166	$172
Project Manager/Engineer I	$151	$156
Technician III/GIS Specialist	$137	$142
Technician III	$116	$120
Technician II	$104	$108
Technician I	$98	$101
Two-Man GPS Survey Crew	$192	$199
One-Man GPS Survey Crew	$151	$156
Three-Man Survey Crew	$209	$216
Two-Man Survey Crew	$166	$172
Registered Land Surveyor II	$177	$183
Registered Land Surveyor I	$156	$161
Survey Crew Member	$79	$82
Right of Way Specialist	$121	$125
Project Representative III	$116	$120
Project Representative II	$104	$108
Project Representative I	$96	$99
Secretary/Assistant	$79	$82
Print Specialist	$79	$82

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

The rates set forth on this initial Rate Schedule shall be the rates provisions in effect for this Agreement until December 31, 2021. Allgeier Martin will revise the Rate Schedule annually after that date for as long as the Agreement is in effect and will submit the revised Rate Schedule to the City for approval to become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of 2022.

EXHIBIT MAP
JOPLIN CREEK INTERCEPTOR
REPLACEMENT PROJECT

N
W E
S

Existing 30" to be Replaced with Proposed 48"

Existing 42" to Remain In Place

Existing 36" to be Replaced with a Proposed 48"

Existing 30" to be Replaced with a Proposed 48"

Existing 42" to Remain In Place

SOCCER FIELD

LONE ELM

CRESTWOOD

CRESTWOOD

MANITOU

COUNCIL BILL NO. 2020-127 ORDINANCE NO

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Ninety-Six Thousand and No/100 Dollars ($396,000.00) for the Joplin Creek Interceptor Replacement Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement and work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Ninety-Six Thousand and No/100 Dollars ($396,000.00), a true and accurate copy of said agreement and 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 agreement and work authorization, or agreement and 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 consultant's work under said contract, in substantial conformance with the attached agreement and work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Wastewater Treatment Fund.

Section 4. That the City hereby declares that this Ordinance is an emergency due to public health concerns associated with sanitary sewer overflows, and so that this project can be "shovel ready" if federal stimulus funds become available; furthermore, being an Ordinance dealing with a public improvement, it is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2020-127

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for in the referenced Work Authorization.

_____
Leslie Haase, Director of Finance

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: GUIDEHOUSE LLP Address: 1800 TYSONS BLVD, 7TH FLOOR MCLEAN, VA 22101	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Gaurav Menon, Partner	
Department: Planning Development & Neighborhood Services		Phone: 267-879-9730	Fax: 703-918-3100
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES

THIS AGREEMENT made and entered into this_____day of_____2020, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin ("City" or "Client") has been allocated Federal and State funding as well as non-public monies related to the City of Joplin's response to COVID-19 emergency declaration.

WHEREAS, all funds are required to be expended in accordance with the regulations and requirements associated with respective funding source; and

WHEREAS, the City of Joplin, as grantee, shall administer its funding directly, in compliance with all applicable laws and regulations, shall be financially accountable for the use of all funds provided and may contract for administrative support to assist the City Staff; and

WHEREAS, the City of Joplin desires to engage ("the Consultant") to render certain technical and professional services in connection with initiatives identified on future Work Authorizations to this Agreement;

WHEREAS, the Consultant made certain representations and statements to the City with respect to the provision of such services and the City has accepted said Statement of work; and

WHEREAS, the Consultant represents Consultant is licensed by the State of Missouri to perform the services identified in each Work Authorization;

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

1. Services. The City agrees to engage the services of the Consultant and the Consultant agrees, upon receipt of each duly executed Work Authorization, to perform the services described in Exhibit A of the Work Authorization. The services of the Consultant shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services set forth and attached hereto as Exhibit A of any executed Work Authorization. The services provided by the Consultant (the services") hereunder may include advice and recommendations, but "The Consultant" will not make any decisions on behalf of Client in connection with the implementation of such advice and recommendations. The Client represents and warrants that it has the power of authority to execute this agreement on behalf of, and to bind, itself and its related entities.

2. Term. The services of the Consultant shall commence as soon as practicable after the execution of this Agreement, 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 Agreement, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as Exhibit A of any executed Work Authorization.

3. Payment. Client will compensate "the consultant" under the terms in the applicable Work Authorization for the Services performed under the terms of each Work Authorization.

4. Deliverables. "The Consultant" has rights in, and may, in connection with the performance of the Services, use, create, modify, or acquire rights in, works of authorship, materials, information, and other intellectual property (collectively, the "the Consultant" Technology").

Upon full payment to "the consultant" under the applicable Work Authorization, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in such Work Authorization (the "Deliverables") shall become the property of Client, and (ii) ""the Consultant" hereby grants Client a royalty-free, fully paid-up, worldwide, nonexclusive license to use the "the Consultant" Technology contained in the Deliverables in connection with the use of such Deliverables. Except for the foregoing license grant, "the Consultant" or its licensors retain all rights in and to all "the Consultant" Technology.

To the extent any "the consultant" Technology provided to Client hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such "the Consultant" Technology is licensed to Client by "the consultant" as agent for "the Consultant" on the terms and conditions contained herein. The rights granted in this Section 4 do not apply to any "the Consultant" Technology that is subject to a separate license agreement between Client and any third party (including " the Consultant's" affiliates).

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

6. Personnel/Sub-contractor. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this Agreement by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or sub-contractors of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Services performed hereunder by "the consultant's" subcontractors shall be invoiced as professional fees on the same basis as Services performed by "the consultant's" personnel unless otherwise agreed.

7. Termination of Contract. Either party may terminate this Agreement or any or all Work Authorizations without cause by giving thirty (30) days' prior written notice to the other party. If either party terminates the Agreement without cause but does not terminate all of the then-existing Work Authorizations, this Agreement shall continue to apply to such non-terminated Work Authorizations. If either party terminates a Work Authorization without cause, this Agreement shall continue to apply to all Work Authorizations that have not been terminated. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by "the Consultant" under this contract shall at the option of the Client become its property; provided that any work-in-progress shall be

provided on an as-is basis, without warranty or indemnity of any kind.

8. Conflicts. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

a. **Assignment.** Neither party shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the other party thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from a Work Authorization or to terminate the same, in each case as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement, though City will attempt to so notify any such assignee.

b. **Confidentiality of Documents.** All Services and Deliverables shall be solely for Client's benefit and are not intended to be relied upon by any person or entity other than Client. Client shall not disclose the Services or Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity except (i) as specifically set forth in the applicable Work Authorization, or (ii) to Client's contractors solely for the purpose of their providing services to Client relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence, or (iii) as otherwise required by law. The parties recognize and agree that the Client, the City of Joplin, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). Client, however, may create its own materials based on the content of such Services and Deliverables and use and disclose such Client-created materials for external purposes, provided that, Client does not in any way, expressly or by implication, attribute such materials to ‘‘the consultant’’ or its subcontractors.

c. To the extent that, in connection with an applicable Work Authorization, either party needs to communicate confidential information to the other party that the disclosing party feels necessitates confidentiality obligations to cover the confidential information, the parties agree to work in good faith to negotiate confidentiality obligations as part of the applicable Work Authorization or to execute a separate non-disclosure agreement specific to the exchange of such confidential information under the applicable Work Authorization.

9. Discrimination. The Consultant agrees in the performance of this Agreement 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 Consultant 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. 13. §§ 60-l.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.S(a)ii and 41C.F.R. § 60- 741.S(a), if applicable.

a. This Consultant and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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 Consultant 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.

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

11. Affidavit for Contracts over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

12.Nonresident/Foreign Contractors. The Consultant shall procure and maintain during the life of this Agreement:

a. If the Consultant is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
c. City Benefits. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

13.Liability and Indemnity.

a. ‘‘The Consultant’’, its subsidiaries and subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this Agreement, any Work Authorization or the Services ("Claims") for an aggregate amount exceeding Three Million Dollars ($3,000,000.00), except to the extent resulting from the recklessness, bad faith, or intentional misconduct of ‘‘the consultant’’ or its subcontractors, in which case the aforementioned limit of liability shall not apply. Except for claims subject to indemnification hereunder or resulting from Client's use of ‘‘the Consultant’’ Technology in violation of Section 4, in no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of each party bears to all other conduct giving rise to such Claim.

b. ‘‘The Consultant’’ shall indemnify, defend and hold harmless Client and its personnel from all Claims attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of "The Consultant’’ while engaged in the performance of the Services.

c. ‘‘The Consultant’’ shall indemnify, defend, and hold harmless Client and its personnel from all Claims attributable to the claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery and known to ‘‘the consultant’’ or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by ‘‘the consultant’’ or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by ‘‘ the consultant’’ (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by "the Consultant". If Client's use of any such deliverable, or any portion thereof, is or is likely to be

enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, "the Consultant", at its option and expense, shall have the right to (x) procure for Client the continued use of such deliverable, (y) replace such deliverable with a non-infringing deliverable, or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by "The Consultant"", the replacement or modified Deliverable is capable of performing substantially the same function. In the event "The Consultant" cannot reasonably procure, replace or modify such deliverable in accordance with the immediately preceding sentence, "the Consultant" may require Client to cease use of such deliverable and refund the professional fees paid to "the Consultant" with respect to the Services giving rise to such deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of " the ", relating to a claim that any of "the Consultant's" deliverables infringes any patent, copyright or other intellectual property right of a third party.

d. As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respect with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

14.Jurisdiction. This Agreement, each Work Authorization, including attachments and all matters relating to the Services shall be governed by, and construed in accordance with. the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or the U.S. District Court. Western District of Missouri.

15. Entire Agreement. This Agreement, and the Work Authorizations, including attachments, constitute the entire agreement between the parties with respect to this subject matter; supersede all other oral and written representations, understandings, or agreements relating to this subject matter; and may not be amended except by a written agreement signed by the parties. In the event of any conflict or ambiguity between this Agreement and any Work Authorization, these terms shall control. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addresses set forth in the applicable Work Authorization, unless changed by either party by notice to the other party; and (c) effective upon receipt.

16.Miscellaneous.

a. Substantial and meaningful involvement of management of the City is critical to the success of each engagement. The City will be responsible for ensuring that the identified City personnel actively participate in both the planning and execution of any Work Authorization. "the Consultant" agrees to be responsible for providing management oversight of its performance under this Agreement and each Work Authorization.

b. The services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.

c. The City is, and will continue to be, solely responsible for establishing and maintaining effective internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.

d. The Consultant will not be responsible for the accuracy or completeness of any data made available to Consultant through any third-party tool, database, or software application. The City further acknowledges and agrees that Consultant will have no responsibility for evaluating the functionality of such third-party tool, database, or software application, nor for any results obtained by the Consultant through the use of such third-party tool, database, or software application.

e. This is a services engagement. Except as specifically provided herein, "the Consultant" DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, and INCLUDING WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Consultant is a firm in the global network of separate and independent Guidehouse, LLP firms. Consultant may draw on the resources of and/or subcontract to its subsidiaries and affiliates, the third party contractors and subcontractors, within or outside of the United States in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. The City agrees that the Consultant may provide information the Consultant receives in connection with this Agreement to the their Subcontractors for such purposes. Consultant will be solely responsible for the provision of the Services (including those performed by the Consultant's Subcontractors) and for the protection of the information provided to the Subcontractors. The Client agrees to bring any claim or other legal proceeding of any nature arising from the Services against Consultant and not against Consultant's respective partners, principals or employees or the Subcontractors.

The parties agree that Consultant may rely on the information and documents provided by the City and/or produced by prior contractors but is only responsible for the services and deliverables provided by Consultant after the effective date of this agreement.

17. Client Responsibilities. Each party shall cooperate with the other in the performance of the Services. Client will provide "the Consultant" with reasonable facilities and timely access to data, information, and personnel of the Client. With respect to the data and information provided by Client to "the Consultant" or its subcontractors for the performance of the Services, Client shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. The Client shall be solely responsible for, among other things (a) the performance of its personnel and agents;

a. The accuracy and completeness of all data and information provided to "the Consultant" for purposes of the performance of the Services;
b. The Consultant's role is advisory only. The Consultant will not provide an audit, accounting, or attest opinion or other form of assurance. The Consultant will not verify or audit any information provided to it. Because the Consultant will provide the Services solely for the City's use and benefit and pursuant to a relationship exclusively with the City, the Consultant disclaims any contractual or other responsibility, liability, or duty of care to others based upon the Services or upon any Deliverables or advice the Consultant provides;
c. Designating a competent management member to oversee the Services;
d. Evaluating the adequacy and results of the Services;
e. Accepting responsibility for the results of the Services;
f. Establishing and maintaining internal controls, including monitoring ongoing activities;

18. Force Majeure. Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence. or any law. order. or requirement of any governmental agency or authority.

19. Limitation on Actions. Any action or cause of action brought under this agreement or any Work Authorization must be brought within the timeframe permitted by the applicable statute of limitations. but in no event more than seven (7) years from the date the cause of action accrued.

20. Independent Agent. Each party hereto is independent of each other and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venture, or representative.

21.Survival and Interpretation. All provisions that are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of such performance. No affiliated or related entity of "the Consultant", or such entity's personnel, shall have any liability hereunder to Client and Client will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this Agreement or any Work Authorization. Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract. statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation."

22.Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THEFULLEST EXTENT PERMITIED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT, ANY WORK AUTHORIZATION OR THE SERVICES.

23.Non-exclusivity. "The Consultant" may (a) provide any services to any person or entity, and (b) develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that "the Consultant" complies with its obligations of confidentiality set forth hereunder.

24.Non-solicitation. During the term of any Work Authorization and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party in the course of such engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

25. Reports and information. For purposes of Sections 30-33 of this Agreement, the "Contract" shall mean this Agreement, and the "Administrator" shall mean the Consultant. The Administrator, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

26.Records and Audits. The Administrator 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 five years after the expiration of this Contract.

27.Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.

28.General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that ‘‘the Consultant’’ 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 Consultant’’ will retain sole and absolute discretion in the judgment of the manner and means of carrying out this agreement.

29." The Consultant’s” activities and responsibilities hereunder. "The Consultant’’ 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between "the Consultant’’ and the City, and the City will not be liable for any obligation incurred by "the Consultant’’", including but not limited to unpaid minimum wages and/or overtime premiums.

30.Equal Employment Opportunity. During the performance of this Agreement, the Administrator agrees as follows:

> The Administrator will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices

to be provided by the City setting forth the provisions of this non- discrimination clause.

a. The Administrator will, in all solicitation or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

b. The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

c. The Administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d. The Administrator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

e. In the event of the Administrator's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

f. The Administrator will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Administrator may request the United States Government to enter into such litigation to protect the interests of the United States.

a. Civil Rights Act of 1964 Under Title VI of the Civil Rights Act of 1964 no person shall, on the grounds of race, color. or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

b. Section 109{a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

i. Affirmative Action for Handicapped Workers

ii. The Administrator will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Administrator

agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

iii. The Administrator agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. In the event of the Administrator's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of labor issued pursuant to the Act.

v. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

vi. The Administrator will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

vii. The Administrator will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

viii. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

c. Age Discrimination Act of 1975**.** No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

d. Authorized Employees**.** Consultant 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. Consultant therefore covenants that is not knowingly in violation of subsection 1or 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.

e. Interest of Administrator and Employees. The Administrator covenants that he 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 Administrator further covenants that in the performance of this Contract, no person having any such **interest shall be employed.**

31.Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the

requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Consultant agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Consultant agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Consultant shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City.

32. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Consultant represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

REVIEWED FOR APPROVAL

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

GUIDEHOUSE LLP

By: _____

Printed Name: Gaurav Menon

Title: Partner

Date: _____

CITY OF JOPLIN

By: _____
Troy Bolander
Director, Planning Development & Neighborhood Services

By: _____
Nicholas Edwards
City Manager

Date: _____

Exhibit 1: Scope of Services for Administrative Services Agreement

Phase I: Respond: Strategy & Technical Assistance
Task 1: Strategy & Funding Scope:
Guidehouse will provide services to assist the City in developing strategies to respond to COVID-19 and capture costs/revenue losses to maximize Federal/State/other grant funding available.

Task 2: Technical Assistance
Scope: Guidehouse will support the City and its community partners with the tracking and submission of COVID-19 expenses to appropriate grant funding sources and help respond to questions submitted by granting agencies.

Phase II: Recovery Program Management
Task 1: Program Management Office Scope:
Guidehouse will establish a program management office (PMO) to assist with establishing a governance model for all grants and assist with coordination of planning, implementation, communication, and oversight of COVID-19 activities, specifically as they pertain to Federal/State/Other grant requirements.

Task 2: Compliance & Monitoring Scope:
Guidehouse will provide compliance and monitoring activities for City expenses involved in the response to COVID-19, with the goal of creating a streamlined, compliant process that takes into consideration the potential for fraud/waste/abuse.

Phase III: Reinvent: Socio-Economic Revitalization Strategy
Task 1: Economic Modeling & Analysis Scope:
Guidehouse will conduct an impact and forecast analysis of this crisis on the City, to be able to establish a baseline on the economic environment upon which revitalization plans can be based.

Task 2: Revitalization Plan Development Scope:
Guidehouse will assist the City in using the data from the current economic modeling that it has previously developed to design a socio-economic revitalization plan that will take into consideration community needs, and coordinate an effective strategy with key City partners including, but not limited to Joplin Area Chamber of Commerce, MSSU, healthcare providers, and businesses.

AGREED AND ACCEPTED:

DATE: _____

Guidehouse LLP

BY: _____

NAME: Gaurav Menon
TITLE: Partner

City of Joplin

BY: _____

NAME: Troy Bolander
TITLE: Director, Planning, Development & Neighborhood Services

COUNCIL BILL NO. 2020-403 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Guidehouse LLP (GH) to provide administrative activities related to the COVID-19 response and authorizing the City Manager or his designee to execute said Agreement; amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019; and, containing an emergency clause.

WHEREAS, on March 13, 2020, Governor Mike Parson signed Executive Order 20-02 declaring a state of emergency in Missouri in response to the novel coronavirus (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of Joplin declared a civil emergency because of the threat COVID-19 poses to the public health; and

WHEREAS, COVID-19 will have a potential negative impact on businesses, jobs, housing, etc.

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

Section 1. That the City enter into an Agreement, attached hereto as "MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES", with Guidehouse LLP to provide administrative activities related to developing a community based COVID-19 response, a true and accurate copy of which is attached hereto.

Section 2. That the City will engage the services of Guidehouse LLP through the execution of work orders.

Section 3. That the first work order be executed as described in Work Authorization GH-CV-1 attached hereto.

Section 4. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, and on behalf of the City of Joplin.

Section 5. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of Fifty-Five Thousand Dollars and No Cents ($55,000.00) and by increasing appropriations by the total amount of Fifty-Five Thousand Dollars and No Cents ($55,000.00).

Section 6. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenue and appropriations.

Section 7. This ordinance is an emergency within the means of Section 2.12 (1) in that said ordinance and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves administrative support services during the current state of emergency in response to COVID-19.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: GUIDEHOUSE LLP Address: 1800 TYSONS BLVD, 7TH FLOOR MCLEAN, VA 22101	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Gaurav Menon, Partner	
Department: Planning Development & Neighborhood Services		Phone: 267-879-9730	Fax: 703-918-3100
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER GH-CV-1
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated May 4, 2020 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Guidehouse LLP ("GH") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated May 4, 2020 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of an amendment.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

4. **Costs not to Exceed**. The City 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 Consultant 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 Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, in order to determine whether or

5. not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

6. **Payment**. Client will compensate GH under the terms in **Exhibit A** for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number GH-CV-1 exceed the sum of $55,000.00.

7. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801; and

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

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

8. 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

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

GUIDEHOUSE LLP

By: _____

Printed Name: Gaurav Menon_____

Title: Partner_____

Date: _____

CITY OF JOPLIN

By: _____
Troy Bolander
Director, Planning Development & Neighborhood Services

By: _____
Nicholas Edwards
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER GH-CV-1

1. General:
The Scope of Services identified in this Work Authorization are associated with the funds related to administrative services for the COVID-19 response.

2. Term:

All work tasks under this Work Authorization shall be completed no later than June 26, 2020 unless specifically agreed to in writing by the City of Joplin.

3. Scope of Services and Budget for Proposed Work Authorization Number 1:

Phase I: Respond: Strategy & Technical Assistance

Task 1: Strategy & Funding Scope:
Guidehouse will provide services to help the City in developing strategies to respond to COVID-19 and capture costs/revenue losses to maximize FEMA PA, HUD CDBG, and other Federal/State funding sources.

Key activities:

- Conduct stakeholder outreach with City Departments and key community partners by conducting a single webinar followed by a survey to gather challenges, needs, potential solutions and estimated cost of implementation
- Analyze surveys and identify potential funding sources
- Validate current funding requests to FEMA PA and HUD CDBG and other Federal/State grants
- Identify funding opportunities from grants allocated in the three recent COVID-19 related legislations and other future potential funding sources available to the City
- Develop a list of projects for City with funding status
- Provide support in identifying eligibility and the application requirements for available grant funding sources
- Update the Joplin Socio-Economic Model project, and use as a planning tool to assess needs, and assist with project development

4. Total Cost:
$55,000.00

These costs can be eligible through the administrative/planning reimbursement allowance from various Federal COVID-19 funding sources.

5. Payment/Fee Schedule:

Role	Hourly Rate
Principal	$236.90
Director	$216.30
Manager	$195.70
Recovery Specialist	$103.00
Support Specialist 3	$77.25

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing

is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, GH may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for GH's personnel or on GH's income or property.

Each Invoice must detail, at minimum, all of the following:

- The amount requested by Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
- The amount reimbursed by Budget line-item to date.
- The total amount reimbursed under the Contract to date.
- The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:

- Expenditures, reimbursements, and payments under this Contract shall adhere to the Budget.
- Consultant may vary from a Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Contract amount detailed by the Budget.

AGREED AND ACCEPTED:

DATE: _____

Guidehouse LLP

BY: _____

NAME: Gaurav Menon
TITLE: Partner

City of Joplin

BY: _____

NAME: Troy Bolander
TITLE: Director, Planning, Development & Neighborhood Services

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-403 Guidehouse LLP Master Services Agreement and Work Authorization

MEETING DATE
May 4, 2020

ORIGINATING DEPT
Planning, Development & Neighborhood Services

ATTACHMENTS
1. Council Bill No. 2020-403
2. Guidehouse Master Services Agreement with Exhibit 1 and Work Authorization GH-CV-1 with Exhibit A

REVIEWED BY
Dept. Head: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the execution of the Master Services Agreement for Professional Administrative Support Services and the Work Authorization GH-CV-1 with Guidehouse LLP to provide support with the funds related to administration of the COVID-19 response.

BACKGROUND
On March 13, 2020, Governor Mike Parson signed Executive Order 20-02 declaring a state of emergency in Missouri in response to the novel coronavirus (COVID-19). On March 13, 2020, the President also declared a nationwide emergency for COVID-19 pandemic for all states, tribes, territories and the District of Columbia under the Robert T. Stafford Disaster Relief and Emergency Act. On March 18, 2020, the Mayor declared a civil emergency because of the threat COVID-19 poses to the public health. On March 27th, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act which provides over $2 trillion in economic relief package in response to the economic and public health impacts of COVID-19. As a result of this Act, there are numerous Federal agencies and legislation making funds available to address the impact of the COVID-19, which comes with the significant administrative burden related to the successful utilization of these monies. The Guidehouse team will work with the City to develop a coordinated community-wide effort to facilitate the response to the COVID-19 pandemic to maximize outcomes and reduce duplicative activities; develop response strategies; and provide recommendations on a Revitalization Plan that will address the socio-economic needs of the City as a result of the impact of the COVID-19 pandemic.

The attached agreement is in accordance with noncompetitive procurement conducted under Emergency or Exigent circumstances in response to COVID-19 as referenced in *2 CFR 200.320 (f)* of the federal code.

FUNDING SOURCE

These costs are eligible through HUD's Community Development Block Grant (CDBG) COVID-19 Program (CDBG-CV), from recaptured funds from the CDBG-DR Joplin Homebuyer Assistance Program (JHAP) and from other potential Federal COVID-19 funding sources. This Council Bill includes a budget amendment to increase revenues and expenditures by the amount of $55,000.00 each, utilizing the CDBG award.

ATTACHMENTS

The attachments in Council Bill No. 2020-403 include:

MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES – The "principal" agreement that defines the relationship between the City and Guidehouse LLP. It explains that the City will notify Guidehouse LLP of when and what type of services will be provided through individual executed work authorizations.

EXHIBIT 1 – SCOPE OF SERVICES for Administrative Services Agreement – Attachment to the "MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES". The agreement lists and defines all of the services that Guidehouse LLP will provide related to administration of the COVID-19 response.

WORK AUTHORIZATION NUMBER GH-CV-1 TO MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES – The first work authorization. The agreement authorizes Guidehouse LLP to begin developing strategies to respond to COVID-19 and capture costs/revenue losses to maximize FEMA PA, HUD CDBG, and other Federal/State funding sources.

EXHIBIT A – WORK AUTHORIZATION NUMBER GH-CV-1 - Attachment to "WORK AUTHORIZATION NUMBER GH-CV-1 TO MASTER AGREEMENT FOR PROFESSIONAL ADMINSTRATIVE SUPPORT SERVICES". Defines the "specific" services that Guidehouse LLP will provide in relation to the COVID-19 response. Included in the Exhibit is Guidehouse's costs and hourly rates to administer the project(s).

RECOMMENDATION

Approve the execution of the Master Services Agreement for Professional Administrative Support Services and the Work Authorization Guidehouse-CV-1 with Guidehouse LLP on an emergency basis as provided for in Section 2.12(1) of the Home Rule Charter. These administrative support services will be provided as a result of the current state of emergency in response to COVID-19.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-504 – Approval of a Real Estate Contract

MEETING DATE
May 4, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-504 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of Virginia Properties

REVIEWED BY
Department Head: Leslie Haase; Planning and Development Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of three parcels located at 10th & Virginia, 928 Virginia Avenue and 910 Virginia Avenue.

BACKGROUND
The City was contacted about selling 10th & Virginia, 928 Virginia Avenue and 910 Virginia Avenue. These lots are buildable lots. These properties were declared surplus by Zoning and Planning and the City Council. The City obtained an outside appraisal for the properties. Subsequently, the properties were advertised for sale for sixty days with a minimum bid price of 90% of the appraised value as outlined in the city land policy. The minimum bid price for 10th & Virginia was $48,600.00, 928 Virginia was $23,850.00 and 910 Virginia was $8,280.00. The bids were opened on April 2, 2020. The City received one bid for these parcels from Midwestern Development, LLC in the total amount of $81,300.00. The properties total approximately 43,200 square feet of land.

The City will complete the sale of these parcels immediately upon completion of a deed and the attached real estate contract. Payment in full will be received upon closing.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis to allow the buyer to proceed with their plans.

COUNCIL BILL NO. 2020-504 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Midwestern Development, LLC., a Missouri Municipal Corporation, for the sale of three parcels at 10th and Virginia, 928 Virginia Avenue, and 910 Virginia Avenue, totaling approximately 43,200 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Midwestern Development, LLC., a Missouri Municipal Corporation for the sale of three parcels at 10th & Virginia, 928 Virginia Avenue, and 910 Virginia Avenue, totaling approximately 43,200 square feet of land, 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 Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. This proposed sale agreement needs to be approved so the buyer can move forward with its project.

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

of _____, 2020, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into and effective this _____ day of April 2020, by and between CITY OF JOPLIN, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "Seller", and MIDWESTERN DEVELOPMENT, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Buyer".

RECITALS:

A. Buyer desires to purchase from Seller the following:

(i) that certain real property located in Joplin, Missouri more particularly described on Exhibit "A" attached hereto (the "Land");

(ii) all right, title and interest of Seller in and to all oil, gas and other mineral rights appurtenant to the Land (the "Mineral Interests").

The Land and Mineral Interests are hereinafter collectively called the "Property".

B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

AGREEMENTS:

In consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY.

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

See Exhibit "A".

2. PURCHASE PRICE. The total purchase price for the Property (herein the "Purchase Price") shall be the sum of EIGHTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($81,300.00). No earnest money is required. On the Closing Date, Buyer shall pay to Seller the Purchase Price in cash or other immediately available funds.

3. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Warranty Deed.

4. EXCEPTIONS. All real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and

becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If title is deemed good, the closing of this contract shall take place at City Hall, 602 S. Main St., Joplin, Missouri on or before May 26, 2020, or at some other time the parties mutually agree on, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

6. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

7. IMPROVEMENTS. This is unimproved land and the Buyer understands that it is taking the property "as is" and "where is" in its current condition.

8. REPRESENTATIONS/WARRANTIES.

a) Buyer covenants and represents to Seller, which covenants shall be true and accurate at the time of closing, as follows:

1. Buyer is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

b) Seller covenants, represents, and warrants to Buyer, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Buyer's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this

Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

9. RIGHT OF ENTRY. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

10. HOLD HARMLESS. Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach. In the event that Seller breaches this Agreement, after the City Council gives its approval, the Buyer's only remedy against the Seller is limited to reimbursement of Buyer's out of pocket costs related to this Contract, including only inspection and appraisal fees.

11. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Buyer shall do the following:

1. Tender payment of the purchase price.

2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

b) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

12. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

13. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

14. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

15. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

16. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

17. POSSESSION. Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises to be transferred to Buyer.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Seller obtaining approval of this contract by its City Council, which Seller shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. No earnest money is required by this real estate contract.

21. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

22. CONTINGENT ON FINANCING. This contract is contingent upon Buyer securing financing to close on this contract and purchase the Property.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin, Missouri, a
Missouri Municipal Corporation

_____
Nick Edwards
City Manager

Attest:

_____
Barbara J. Gollhofer
City Clerk

Approved as to Form:

_____
Peter C. Edwards
City Attorney

Midwestern Development, LLC, a
Missouri Limited Liability Company

_____
Bart Paden
Member

Attest:

_____
By:
Its:

_____
Matt Johnson
Member

Attest:

_____
By:
Its:

EXHIBIT A

Tract 1:

[LEGAL DESCRIPTION]

Commonly known as 10th & Virginia Avenue

Tract 2:

[LEGAL DESCRIPTION]

Commonly known as 928 Virginia Avenue

Tract 3:

[LEGAL DESCRIPTION]

Commonly known as 910 Virginia Avenue


W 9th St
E 9th St
910
928
S Main St
S Virginia Ave
W 10th St
E 10th St
N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-505 – Approving a budget amendment for FY 2020

MEETING DATE
May 4, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-505 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill amends the adopted 2019-2020 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:

- A vehicle hit a parked health department car resulting in a total loss. Amend the liability insurance expenditures in the amount of $17,500.00 to transfer to the Health Fund for the replacement. Amend revenue and expenditures in the Health Fund in the amount of $17,500.00 to replace the sedan.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $17,500.00 and expenditures by $35,000.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis to replace a totaled health department vehicle as set forth in the charter.

COUNCIL BILL NO. 2020-505 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2019-166 on October 21, 2019, which estimated revenues and appropriated funds for the fiscal year 2019-2020, 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 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of Seventeen Thousand Five Hundred Dollars and No Cents ($17,500.00) and by increasing appropriations by the total amount of Thirty-Five Thousand Dollars and No Cents ($35,000.00) 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 _____, 2020, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
4-May-20

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
110	Health Fund					
	Health Revenue	110-0000-450-0604	Insurance Claim Settlement	$	17,500	
	Environmental Services	110-3503-550-8210	Motor Vehicles			17,500
	Total Health Fund			$	17,500	17,500
515	Liability Insurance Fund					
				$	-	
	Liability Insurance	515-7501-500-5305	Judgements & Claims			17,500
	Total Liability Insurance Fund			$	-	17,500
	Grand Total			$	17,500	35,000