COUNCIL AGENDA
Monday, May 15, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Recognizing Rob Chappel For His Work After The 2011 Tornado

   2. Proclamation Recognizing May As Military Appreciation Month

   3. Proclamation Recognizing May As National Bike Month

   4. Proclamation Recognizing May As Historic Preservation Month

   5. Proclamation Recognizing April 9th - 15th As National Public Safety Telecommunicator's Week

   6. Proclamation Recognizing May 15, 2017 As Police Officer's Memorial Day

   7. Proclamation Recognizing May 7th - 13th As National Correctional Officer's Week

   8. Vision 2022 Presentation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Request from Jerod Horn, Civil Air Patrol, 1001 NW Murphy Blvd, is requesting for a city sponsorship for a barrier-free facility.

   2. Request To Address Council
      Michael Laferla, 3727 Spring Hill, Joplin requests to address Council regarding bringing Missouri Mission of Mercy (MOMOM) a 2 day free dental clinic to Joplin this June 9 & 10th.

   3. Request To Address Council
      Mark Cox, 1825 S. Main requests to address Council regarding biking opportunities in Joplin and building additional trails.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The May 1, 2017 City Council Meeting

      Documents:

      MAY 1 2017.PDF

   2. COUNCIL BILL NO. 2017-255
      AN ORDINANCE establishing grades and accepting the Plat of CEDAR POINT SUBDIVISION PLAT located Southwest Corner of South Even Avenue and West 26th Place, in the City of Joplin, Jasper County, Missouri.

   3. COUNCIL BILL NO. 2017-604

      This Council Bill seeks permission for the City Manager to sign an agreement between the City of Joplin and Design Workshop of Aspen, Colorado for the development of an Independent Tourism Study of the Greater Joplin Tourism Region.

9. **Resolutions**

   1. RS 2017-006
      A RESOLUTION authorizing the filing of a Ninth Partial 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 Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Partial Action Plan for and on behalf of the City of Joplin.

Documents:

RS 2017-006 ATTACHMENT A.PDF
RS 2017-006 SUMMARY.PDF
RS 2017-006.PDF

**10. Ordinances - Emergency**

1. COUNCIL BILL NO. 2017-130
AN ORDINANCE approving the City of Joplin to enter into a contract with Dalton Killinger Construction in the amount of $184,016.00 (One Hundred Eighty-Four Thousand Sixteen and 00/100 Dollars) for the 8th Street & Patterson Avenue Stormwater Improvement Project and authorizing the City Manager or his designee to execute said Contract; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2017- 130 8TH PATTERSON.PDF
BID TAB FORM.PDF
8TH PATTERSON COUNCIL POWERPOINT.PDF
8TH PATTERSON -CONTRACT.PDF
CB 2017-130 8TH PATTERSON.PDF

2. COUNCIL BILL 2017-131
AN ORDINANCE approving the City of Joplin to enter into a contract with Hunter Chase & Associates in the amount of $536,826.00 (Five Hundred Thirty-Six Thousand Eight Hundred Twenty-Six and 00/100 Dollars) for the Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd and authorizing the City Manager or his designee to execute said contract; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2017- 131 TEXAS ARIZONA.PDF
BID TAB FORM.PDF
EXHIBIT FOR TEXAS AND ARIZONA AVE CITY COUNCIL MEETING 42117.PDF
TEXAS ARIZONA CONTRACT.PDF
CB 2017-131 TEXAS AND ARIZONA.PDF

3. COUNCIL BILL 2017-132
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Hunter Chase & Associates for the Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street for the not to exceed price of Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars ($537,310.00); 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:

SUMMARY SHEET CB 2017- 132 DELAWARE AVENUE.PDF
BID TAB FORM.PDF
DELAWARE EXHIBIT FOR CITY COUNCIL MEETING 42417.PDF
DELAWARE CONTRACT.PDF
CB 2017-132 DELWARE AVE.PDF

4. COUNCIL BILL NO. 2017-133
AN ORDINANCE approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred Sixty-One Thousand One Hundred Fifteen and 07/100 Dollars ($161,115.07) in the City of Joplin, Missouri; 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:

SUMMARY SHEET - DUMP TRUCK 2017-133.PDF
SUMMARY OF 4834 MODOT FORM REVISED 5-3-17.PDF
VIKINGQUOTE_QUOTE163420 JOPLIN TANDEM 2017.PDF
CB -DUMP TRUCK - 2017-133.PDF

5. COUNCIL BILL 2017-134
AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Connecticut Avenue containing an emergency clause.

Documents:

32ND CONN SUMMARY SHEET 2017-134.PDF
COUNCIL BILL MAP.PDF
32ND CONNECTICUT.PDF
32ND CONNECTICUT - CB 2017-134.PDF

6. COUNCIL BILL 2017-135
AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Main Street containing an emergency clause.

Documents:

32ND MAIN AGREEMENT.PDF
COUNCIL BILL MAP.PDF
32ND MAIN -SUMMARY SHEET 2017-135.PDF
32ND MAIN - CB 2017-135.PDF

7. COUNCIL BILL NO. 2017-136
AN ORDINANCE approving the contract with Jeff Asbell Excavating and Trucking Inc., in the amount of One Hundred Forty-Nine Thousand Nine Hundred Nine DOLLARS and 50/100 ($149,909.50) for the Safety Improvements of Railroad Crossings on Jackson & Sergeant Avenues South of 10th Street & 18th Street Between Illinois & Wisconsin Avenues in the City of Joplin, Missouri; and containing an emergency clause.

Documents:

COUNCIL SUMMARY SHEET 2017-136.PDF
BID TAB FORM.PDF
COUNCIL BILL MAP.PDF
CONTRACT RR CROSSING.PDF
CB 2017-136 RR CROSSING IMPROVEMENTS.DOC.PDF

8. COUNCIL BILL NO. 2017-510
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-510 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2017-510 FY 17 BUDGET AMENDMENT ORDINANCE.PDF
CB 2017-510 SCHEDULE A 2017 BUDGET AMENDMENT.PDF

**11. Ordinances - First Reading**

1. COUNCIL BILL NO. 2017-261
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Transystems Corporation for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's Bicycle and Pedestrian Transportation Plan; authorizing the City Manager to execute said Agreement for the City.

Documents:

ATTACHMENT A - JATSO BIKE PED AGREEMENT.PDF
CB 2017-261 FY 2017 UPWP - AFTER FHWA COMMENTS.PDF
CB 2017-261 SCORING TAB.PDF
CB 2017-261 SUMMARY.PDF
CB 2017-261.PDF

2. COUNCIL BILL NO. 2017-509
AN ORDINANCE approving the job description for Utility Billing Supervisor and the placement of the position within the Salary Administration Plan for the City of Joplin.

Documents:

CB 2017-509 SUMMARY JOB DESCRIPTION FOR UTILITY BILLING SUPERVISOR.PDF
CB 2017-509 ORDINANCE POSITION JOB DESCRIPTION.PDF
CB 2017-509 JOB DESCRIPTION UTILITY BILLING SUPERVISOR.PDF

EXHIBIT A-SALARY ADMINISTRATION PLAN UPDATED AND EFFECTIVE NOVEMBER 1, 2016.PDF

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

1. COUNCIL BILL NO. 2017-256
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2530 Picher Avenue in the City of Joplin, Jasper County, Missouri.

2. COUNCIL BILL NO. 2017-258
   AN ORDINANCE providing for the vacation of a 50' public right-of-way easement located at 27th Street between Cunningham Avenue and McCoy Avenue, in the City of Joplin, Jasper County, Missouri.

3. COUNCIL BILL NO. 2017-259
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O-PD and including in District R-3 property as described below and located Southwest Corner of 27th Street and McCoy Avenue in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2017-605
   AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Sprinturf, LLC for the purpose of installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums for the not to exceed price of Four Hundred Sixty-One Thousand Three Hundred Sixty-Three and 00/100 Dollars ($461,363.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016 177 on October 17, 2016; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

**13. Unfinished Business**

**14. New Business**

1. CASE 013-17 DECLARATION OF EXCESS PROPERTY
   2014 South Porter Avenue – A request to declare excess city property on an approximately 6,250 square foot lot – City of Joplin

   Documents:

   CASE 013-17 MINUTES.PDF
   CASE 013-17 STAFF PLANNING.PDF
   CASE 013-17 SUMMARY.PDF

2. News From The PIO

3. CLOSED SESSION

   Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES May 1, 2017

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Mr. West.

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean; Miranda Lewis, Dan McCreary, Gary Shaw; Michael Seibert, Ryan Stanley, Phil Stinnett and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Proclamation to Honor Grant Landis in the City of Joplin. Mayor Seibert recognized Grant Landis with a Proclamation recognizing him on his accomplishments. Mayor Seibert had all members of Council to sign this Proclamation making this the first time in the City's history that all nine members of council had ever signed a Proclamation. Michael Landis, Grant's father was appreciative of the Proclamation and told the Council this past year has been an exciting year both for Grant and the family and where Grant has traveled he has always mentioned Joplin and the people he has met do know Joplin, Missouri.

Proclamation recognizing National Public Works Week May 21 – May 27, 2017. Mayor Seibert presented Public Works Director David Hertzberg and Assistant Public Works Director Lyndon Lawson.

FINALIZATION OF CONSENT AGENDA – Mr. Stanley moved Council Bill – 2017-255 to new business. There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
City Clerk Barbara Hogelin told the council that she had received two additional requests since the agenda had been sent out. Motion by Ms. Colbert-Kean, Second by Mr. West to allow them to address council. Motion carried, 9-0. They were from Holly Crane, 1823 Hickory Hills Dr. and 1205 S. Main and Margo Gardner 315 N. Joplin regarding vision Joplin 2022 and proposal to recommend Clean Indoor Air / Tobacco 21. Both had information from the National Bureau of Economic Research on the Effects of E-cigarette minimum legal sale age laws on youth substance use.

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Hogelin

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-256 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2530 Picher Avenue in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Don Johnson, 272 Co Lane appeared on behalf of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2017-256. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2017-256 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Colbert-Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 7. Nays: 2, Brown, McCreary. The Bill was read as being **Council Bill No. 2017-256**.

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-257 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-1-PD property as described below and located Southwest Corner of South Even Avenue and West 26th Place in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Dan Mitchell, 621 Anderson, appeared on behalf of this request.

Mark Peron, 4523 W. 26th appeared in opposition to this request.

Terri Miller, 4401 W. 27th Street appeared in opposition to this request.

Harvey Hutchinson, 4512 W. 27th appeared in opposition to this request.

The public hearing was closed.

Mr. West introduced Council Bill No. 2017-257. Motion by Mr. West, second by Mr. Shaw that Council Bill No. 2017-257 be Tabled. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Bill was **Tabled**.

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-258 - AN ORDINANCE providing for the vacation of a 50' public right-of-way easement located at 27th Street between Cunningham Avenue and McCoy Avenue, in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Jarrod Hogan, 811 E. 3rd appeared on behalf of this request.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. West introduced Council Bill No. 2017-258. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2017-258 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 8. Nays: 0. Abstention: 1, Stanley. The Bill was read as being **Council Bill No. 2017-258**.

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-259 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O-PD and including in District R-3 property as described below and located Southwest Corner of 27th Street and McCoy Avenue in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

No one appeared on behalf of or in opposition of this request.

The public hearing was closed.

Mr. Brown introduced Council Bill No. 2017-259. Motion by Mr. Brown, second by Mr. Stinnett that Council Bill No. 2017-259 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stinnett and West, 8. Nays: 0. Abstention: 1, Stanley. The Bill was read as being **Council Bill No. 2017-259**.

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-260 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located Southeast Corner of 44th Street and Indiana Avenue in the City of Joplin, Newton County, Missouri.

Mayor Seibert opened the Public Hearing

No one appeared on behalf of or in opposition of this request.

The public hearing was closed.

Mr. West introduced Council Bill No. 2017-260. Motion by Mr. West, second by Mr. Shaw that Council Bill No. 2017-260 be Stricken. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Bill was **Stricken**.

CONSENT AGENDA – Motion by Mr. Stanley, second by Mr. Stinnett to approve the Consent Agenda as amended. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0.

Minutes of the April 17, 2017 Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCIES

Mr. Shaw introduced COUNCIL BILL NO. 2017-002 - AN ORDINANCE authorizing and approving a Letter of Intent between the State of Missouri and the City of Joplin outlining the material terms and conditions for the proposed exchange of properties located at the corner of South Wall Avenue and West 8th Street in Joplin owned by the State of Missouri, and the City's property in the 700 block of South Wall Avenue; authorizing the City Manager to execute said Letter of Intent on behalf of the City; and, containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stinnett that Council Bill No. 2017-002 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-068**

Mr. Stinnett introduced COUNCIL BILL NO. 2017-450 - AN ORDINANCE approving a Construction Agreement by and between Stiles Roofing Inc. and the City of Joplin, Missouri, for One Hundred Fifteen Thousand, One Hundred Eighteen Dollars and no Cents ($115,118.00), for Fluid Applied Roof Restoration at the Joplin City Health Department facility; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2017-450 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-069**

Mr. Stanley introduced COUNCIL BILL NO. 2017-508 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Empire District a Liberty Utilities Company in the amount of $27,247.46 (Twenty-Seven Thousand Two Hundred Forty-Seven and 46/100 Dollars) for the removal of street lights in the 20th Street Improvement Projects Area and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. McCreary that Council Bill No. 2017-508 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-070**

ORDINANCES – FIRST READING

Mr. West introduced COUNCIL BILL No. 2017-604 - This Council Bill seeks permission for the City Manager to sign an agreement between the City of Joplin and Design Workshop of Aspen, Colorado for the development of an Independent Tourism Study of the Greater Joplin Tourism Region. Motion by Mr. West, second by Ms. Colbert-Kean that Council Bill No. 2017-604 be passed on First Reading and Advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was read as being Council Bill No. 2017-604

Mr. Stanley introduced COUNCIL BILL NO. 2017-605 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Sprinturf, LLC for the purpose of installing synthetic turf at

Joe Becker and Wendell Redden Baseball Stadiums for the not to exceed price of Four Hundred Sixty-One Thousand Three Hundred Sixty-Three and 00/100 Dollars ($461,363.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016 177 on October 17, 2016; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2017 605 be passed on First Reading and Advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Lewis, Shaw, Seibert, Stanley, and West, 6. Nays: 3, Colbert-Kean, McCreary, Stinnett. The Council Bill was read as being Council Bill No. 2017-605.

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
Mr. Stanley introduced COUNCIL BILL NO. 2017-255 - AN ORDINANCE establishing grades and accepting the Plat of CEDAR POINT SUBDIVISION PLAT located Southwest Corner of South Even Avenue and West 26th Place, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2017 - 255 be passed on First Reading and Advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was read as being Council Bill No. 2017-255.

News: City Manager reported the airport rain gauge had a reading of 5 inches of rain. He also said that 17 manholes had overflowed. There were reported lighting strikes in the area. He said Public Works had been working all weekend to keep roads checked.

Mayor said Gov. Greitens and Sen. Richard have reached out to us and indicated they want us to let them know if we need federal assistance. City Manager said to be sure and keep track of your time when working with disaster relief.

Mr. Shaw said on April 23 they had with community efforts of Missouri southern State University, the southern chorus and orchestra, from KC, 4 soloists with 1200 attending.

Mayor had a thank you card from the Mayor of Greensburg, KS for the remembrance of their 10 yr anniversary of their storm.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Brown to go in closed session. Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0.

There being no further business the meeting adjourned at 9:25p.m.

Submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

**Attachment A – CDBG-DR Round 2 Partial Action Plan #9**

**AMENDMENT #21 to the Initial Action Plan – May 15, 2017**

The amended text is found in the following pages to highlight the information that has changed. The information is also integrated into the entire Action Plan that follows.

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan regarding the second round of funding (approximately $113 Million). A submission of this amendment has been made to the U.S. Department of Housing and Urban Development (HUD).

## PUBLIC INFRASTRUCTURE IMPROVEMENTS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $48,595,780.38 (current request **$9,200,960.00**) |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure Improvements |
| Start/End Dates: | June 2017- June 2019 |
| Performance Outcomes: | Right of way acquisition and surveying, Procurement, Construction Administration, Construction and Construction Inspection activities associated with twenty-three (23) infrastructure projects in the LMI and Non-LMI zones of the tornado impact area. |

**Funding Allocation Summary**

| | |
|---|---|
| $48,595,780.38 | Total to-date |
| $9,200,960.00 | Amendment 21 |
| $20,367,621.00 | Amendment 19 |
| ($12,933.78) | Amendment 18 |
| ($660,000.00) | Amendment 17 |
| $12,108,009 | Amendment 16 |
| ($3,100,000.00) | Amendment 15 |
| ($588,908.84) | Amendment 13 |
| ($410,302.00) | Amendment 12 |
| $3,528,935.00 | Amendment 11 |
| ($1,700,000.00) | Amendment 6 |
| ($1,000,000.00) | Amendment 5 |
| $1,000,000.00 | Amendment 4 |
| $6,500,000.00 | Amendment 3 |
| $3,362,400.00 | Amendment 2 (Initial Allocation) |

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for street improvements, storm-water improvements, curb and gutter rehabilitation, and sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. These projects

include $48.4 million of surface element repairs (streets, curb and gutter, sidewalk/ADA ramps) and storm water improvements. Over 60% of these projects will benefit the LMI population. All public infrastructure improvement projects have been split between 3 main engineering design firms and will account for majority of activities related to design and construction procurement and construction throughout the tornado zone.

Street Improvements

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the street improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Prior to the May 22nd tornado, the city's asphalt program primarily consisted of a two-pronged approach. Firstly, the City was divided into 7 zones which received a micro-surfacing treatment on a rotational basis. Secondly, more severely distressed pavement received annual asphalt mill and overlay until the funds are expended for the year.

Many roadways were severely damaged from the tornado and the associated cleanup. Due to the tornado, the City did not do any paving in 2011, so the City is currently using allocations from 2 years of the asphalt paving program, plus an additional $1 million dollars to install roughly $4.8 million dollars of paving in the tornado area, as well as other parts of the City.

City staff has evaluated the entire tornado damaged area and determined the appropriate measures for repairing our roadways. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic damage to area structures, resulting in intensive debris removal operations and associated heavy equipment activity. The City plans to use CDBG-DR funds to focus on "improving" the pavement condition in the LMI area, making the most efficient usage of these monies by allowing some other infrastructure work such as storm water to proceed in advance of paving the streets—this will eliminate having to excavate freshly paved areas. A coordinated approach is being taken with storm and sanitary sewers construction to minimize damage and ensure completion prior to paving activity.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve roadways in the city with the majority of improvements within the tornado area. Having a quality roadway network is critical for the creation of an accessible and enjoyable community and helps attract citizens to the City. Smoother roads reduce tire wear, increase fuel efficiency, lower emissions, enhance safety to vehicles and pedestrians alike, and will also help with storm water drainage.

Storm Water System

**Basis for Allocation**
Storm-water improvements will support the engineering design activities necessary to reconstruct these major infrastructure utilities within the disaster-affected area.

The tornado and ensuing heavy equipment activity caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The City has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. Storm water projects will be completed prior to paving activity to minimize damage to new pavement.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve identified residential and commercial concerns by getting the storm water off streets quicker and into upgraded conduits, and provides appropriate detention areas for storm water. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

Curb and Gutter

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the curb and gutter improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.
.

**Long-term Recovery from Specific Disaster**
Following construction, this project will dramatically improve aesthetics of streets and private property frontage while improving storm water capture and management through neighborhoods and commercial areas. Improving the storm water capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a

significant cumulative effect and cost benefit.

Sidewalk and ADA Ramps

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the sidewalk and ADA ramp improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG-DR usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during the debris removal process and will be replaced through this process as well.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

Land Acquisition / Right of Way / Easement

**Basis for Allocation**
The May 2011 tornado destroyed most of the City's existing infrastructure. As the City of Joplin is redeveloping the damaged areas, there are some related easements and right-of-way

acquisitions that will also be needed for the various infrastructure projects the City is undertaking as a part of their recovery efforts.

**Long-term Recovery from Specific Disaster**
Acquiring needed easements and right-of-way supports the City's goal to "build back better" and increases the chances for local businesses to locate successfully in the neighborhood. This project will promote complete streets by allowing for adequate sidewalk widths, ADA complaint facilities and aid in promoting multi-modal pedestrian activities and linkages through the City. By continuing to advance the 'build it back better' goal, the City will continue to support the sense of community which has developed after the disaster.

Overall Project

**CDBG Eligibility and National Objective**
The eligibility of this activity is under 24 CFR 570.201 (c) Public Facilities and Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this national objective will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the conditions created by the tornado damage.

## PROGRAM ADMINISTRATION & PLANNING

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$8,687,806.00~~ $9,171,806.00 |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A |
| Start/End Dates: | Ongoing |
| Performance Outcomes: | Support grant management and execution |

**Basis for Allocation (Administration)**
All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

**Basis for Allocation (Planning)**
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

**CDBG Eligibility**

These activities are eligible under Program Administration and Planning.

# COMMUNITY DEVELOPMENT BLOCK GRANT
# DISASTER RECOVERY – ROUND II

# PARTIAL ACTION PLAN #9 FOR
# THE CITY OF JOPLIN
# (AMENDMENT 21 TO THE INITIAL ACTION PLAN)

Supplemental CDBG Disaster Recovery
Authorized by the Disaster Relief Appropriations Act, 2013
(Public Law 113-2)
U.S. Department of Housing and Urban Development
Docket No. FR-5696-N-03
[Federal Register: May 29, 2013 (Volume 78, Number 103)]

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# I. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development ("HUD") requires the City of Joplin ("Joplin" or "the City") to submit an Action Plan for Community Development Block Grant – Disaster Recovery ("CDBG-DR") program as the main condition to the City's receipt of $113.2 million of federal funding under the Disaster Relief Appropriations Act of 2013 (the "Act") (Public Law 113-2). The Act provided $16 billion in CDBG-DR funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted areas resulting from Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013. The City of Joplin's grant number for Round II funding is B-13-MS-29-0001.

This Action Plan provides an assessment of the need for the funding and the City's public outreach, citizen participation, and Capital Planning processes. This Action Plan also describes the programs and activities for which the funding is intended to be used. The City's intended programs and projects fall within the CDBG-DR Program's Activity classifications including: Housing, Infrastructure, Economic Development, and Public Services. A portion of the funds will be used for Planning and Administration of the City's CDBG-DR Program, as permitted by HUD. In addition, all expenditures of the funds, other than Administration and Planning, will meet at least one of the three federally-mandated national objectives: low- and moderate income benefit; elimination of slum and blight; and urgent need. The City of Joplin will also ensure that at least 50% of its CDBG-DR grant funds are used for activities that benefit low- and moderate–income ("LMI") persons.

All funding will be in compliance with the federal requirements set forth in public notices released by HUD on March 5, 2013, in the Federal Register at Vol. 78, No. 43, Page 14329 entitled: "Allocations, Common Page Application, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy" (FR–5696–N–01); April 19, 2013 in the Federal Register at Vol. 78, No. 76, page 23578 entitled: "Clarifying Guidance, Waivers and Alternative Requirements for Hurricane Sandy Grantees in Receipt of Community Development Block Grant Disaster Recovery Funds" (FR–5710–N–01); and December 16, 2013 in the Federal Register at Vol. 78, No. 241 page 76154 "Allocations, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery Funds in Response to Disasters Occurring in 2013" (FR-5696-N-07).

The Federal Register Notice imposes strict expenditure and compliance deadlines on the City. The funds awarded are to remain available until September 30, 2017. The City of Joplin is using a staggered approach to request funds to support its tornado relief and restoration programs and activities to ensure compliance with HUD deadlines.

As of Amendment #16 (Partial Action Plan #7), the total amount of funding requested is $75,713,397.48

# II. INTRODUCTION

On Sunday, May 22, 2011, a catastrophic Enhanced Fujita-5 (EF-5) tornado struck the City of Joplin, Jasper County, and Newton County in southwest Missouri in the late afternoon. With winds in excess of 200 miles per hour (mph), the ¾-mile-wide tornado cut a 6-mile path of destruction through central Joplin. The tornado caused 161 fatalities and approximately 1,371 injuries as of May 27, 2011, making it the single deadliest U.S. tornado since 1947. Thousands of structures were destroyed or damaged, from single family homes to apartment buildings to large retail and public buildings, including St. John's Regional Medical Center, the Home Depot, and Wal-Mart.

In the aftermath of the tornado, emergency responders and the public began conducting search and rescue operations in damaged buildings and provided medical care and shelter for survivors. The tornado overwhelmed the capabilities of the City of Joplin, Jasper County, and Newton County, requiring a massive response from Federal, State, county, local, private sector, non-profit, and voluntary organizations. Personnel from more than 400 public safety organizations deployed to Joplin to assist with response and recovery operations.

The tornado caused severe damage to the City's housing, business, infrastructure, and public service sectors. The devastation caused by the tornado emphasizes the need for a thoughtful and comprehensive long-term recovery process. This Action Plan was developed after soliciting considerable input from affected communities and stakeholder groups beginning immediately after the disaster with the Citizens Advisory Recovery Team (CART) Plan and Comprehensive Plan 2012 and ultimately concluding with the City of Joplin's Capital Plan.

To address the extensive devastation caused by the tornado in these various sectors, the City proposes a range of programs to provide relief, detailed in Section VIII – Program Descriptions. Amendments to this Action Plan will be necessary at different points throughout the long-term recovery. As additional needs are identified and prioritized or additional CDBG-DR monies are allocated to the City of Joplin by HUD, new programs may be added or existing programs may be altered in a manner necessitating amendment. Action Plan amendment protocol are described in section VI – Programmatic Procedures.

# III. IMPACTED AREA

The tornado initially touched down just east of the Kansas state line near the end of 32nd Street at 5:34 pm CDT and headed due east, downing severely trees at EF0 intensity. The widening tornado then tracked into the more densely populated southwest corner of Joplin, near the Twin Hills Country Club. Several homes were heavily damaged at EF1 to EF2 strength at a subdivision in this area. The tornado continued to strengthen as it ripped through another subdivision just east of Iron Gates Rd.

The now massive wedge tornado then crossed S. Schifferdecker Ave, producing its first area of EF4 damage as several small commercial buildings were flattened. Consistent EF4 to EF5 damage was noted east of S. Schifferdecker Ave and continued through most of southern Joplin. Damage became remarkably widespread and catastrophic at the nearby St. John's Regional Medical Center. The hospital lost many windows, interior walls, ceilings, and part of its roof, and its life flight helicopter was also blown away and destroyed. Six fatalities were reported there, and the nine-story building was so severely damaged that it was deemed structurally compromised, and was later torn down. The tornado also affected neighborhoods near McClelland Boulevard and 26th Street, with houses being damaged and some being swept completely away.

As the tornado tracked eastward, it maintained EF5 strength as it crossed Main Street between 20th and 26th Streets. Virtually every business along that stretch was heavily damaged or destroyed. Entire neighborhoods were leveled in this area with some homes swept away. The storm tracked just south of downtown, narrowly missing it.

As the tornado crossed Connecticut Ave. further to the east, it destroyed several large apartment buildings, Dillon's grocery, and a local bank. The tornado then approached Range Line Road, the main commercial strip in the eastern part of Joplin, flattening additional neighborhoods along 20th Street.

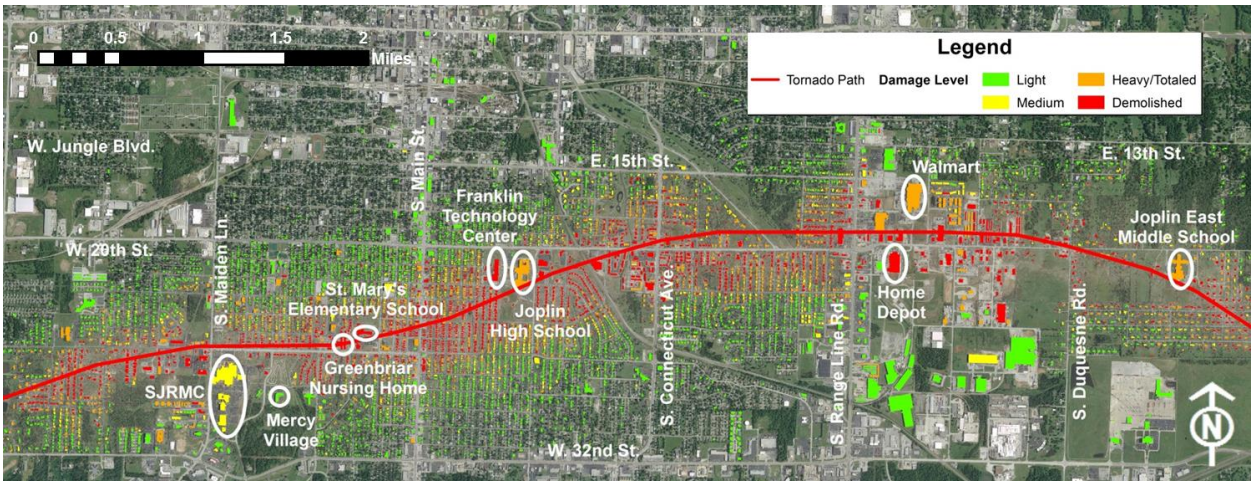
The heavily rain-wrapped tornado continued at EF5 intensity as it crossed Range Line Road. In that corridor between 13th and 32nd Streets, the damage continued to be catastrophic and the tornado reached its widest point, nearly 1 mile wide. The tornado completely destroyed Walmart Supercenter No. 59, a Home Depot store, and numerous other businesses and restaurants in this area. Many fatalities occurred in this area, and damage was rated as EF5.

Extreme damage continued in the area of Duquesne Road in southeast Joplin. Many houses and industrial/commercial buildings were devastated in this area as well. The last area of EF5 damage occurred in the Crossroads industrial park. Many homes were destroyed further to the east at EF3 to EF4 strength in a nearby subdivision, and East Middle School sustained major damage.

The tornado then continued on an east to east-southeast trajectory towards Interstate 44 where it weakened. Nonetheless, vehicles were blown off the roadway and mangled near the U.S. Route 71 interchange. The damage at and around the interchange was rated EF2 to EF3. The weakening tornado continued to track into the rural areas of southeastern Jasper County and northeastern

Newton County where damage was generally minor to moderate, with trees, mobile homes, outbuildings, and frame homes damaged mainly at EF0 to EF1 strength. The tornado lifted east of Diamond at 6:12 pm CDT according to aerial surveys. The tornado's total track length was at least 22.1 miles long.

The map below depicts the path of the Tornado through the City of Joplin as well as damage levels to critical facilities including hospitals and medical centers, schools, and shopping centers.



# IV. UNMET NEEDS

On May 22, 2011 the City of Joplin was struck with a massive EF-5 multiple-vortex tornado that impacted one-third of the community, with physical losses exceeding $3 billion and resulting in 161 deaths. Since the disaster, the community's residents have demonstrated the dedication to recover and rebuild.

The following needs assessment and proposed allocation is based on the best currently available data and may be adjusted during a future amendment to the Action Plan.

## HOUSING IMPACT AND UNMET NEEDS

The majority of the property in Joplin that was affected by the May 20, 2011 tornado was residential property that contained a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 3,500 dwellings were destroyed with an additional 4,000 damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

As an update to the City's first Housing Impact Assessment, the City commissioned an updated Housing Study by Novogradac as well as using internal methods to estimate population loss. Internally, the City collected data from the following sources:

1) City's Building Permit Data
2) Aerial Photography
3) School Enrollment Data
4) Utility Service Data (Empire District Electric & Missouri American Water)

Based on these data sources, the City estimates that the potential number of households lost post-tornado is between 1,400 and 1,800. The City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point.

## INFRASTRUCTURE IMPACT AND UNMET NEEDS

The May 20, 2011 tornado did severe damage to the infrastructure within the City of Joplin. Directly after the disaster the City Staff members conducted damage assessments of the initial impact the storm had on the infrastructure. These assessments were submitted to FEMA and subsequently FEMA funded the Expedited Debris Removal. This work was performed by Rosetta Construction and Ace Pipe Cleaning.

Later, when it was time to submit for funding from the state Department of Economic Development (DED) another damage assessment was needed. TransSystems was brought in to assess the damage for the surface elements. Using Segways, the group visually analyzed and documented the damage levels of the curbs, gutters, and sidewalks. Bartlett & West were brought in to survey the Storm Water System. The sanitary sewer system was mapped by a combination of HDR and Allgeier Martin & Associates. A combination of all these reports were submitted the DED.

The next funding that became available to aid the repair of infrastructure was the CDBG-DR grants from HUD. The City of Joplin brought on three engineering firms to assess the surface and storm water projects. The three chosen firms for surface elements and storm water projects were Jacobs Engineering, the Joint Engineering Team (JET), and Anderson Engineering. The firms used a combination of the TransSystem mapping and their own surveys to compile 90 day studies. These studies included specific elements, suggested project grouping, and dollar amounts for infrastructure improvements that encompassed the entire disaster zone. Allgeier Martin & Associates was selected to review the sanitary sewers and they submitted an assessment to the City of all the damages.

When all of the damage assessments were compiled the total value of repair projects exceeded the amount of funding by a wide margin. The City worked with the JET team to develop a ranking system that would be applied to all surface element projects as well as the storm water and sanitary sewer projects. The basic premise was to rank individual elements on a 1 to 5 basis with 1 being a similar damage level to pre tornado conditions and 5 being severely damaged. With these rankings the engineering firms were able to come up with project groupings that totaled the available funding. A brief summary of what was developed for each element follows:

**Sanitary Sewers**

The tornado and ensuing heavy equipment caused significant damage to the manhole and sanitary sewers across the tornado recovery area. All Expedited Debris Removal ("EDR") area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Those rankings and percentages were extrapolated across the entire tornado area. Approximately 412,000 linear feet of Sanitary Sewer work were estimated to be damaged.

**Storm Sewers**

As a result of the tornado, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas. The existing storm water system was surveyed and estimated replacements of undersized, damaged, or otherwise inadequate lines and inlets were evaluated. An estimated 334 storm inlets were damaged and needed to be replaced.

**Roadways**

Many roadways were severely damaged from the tornado. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic effects to area structures, resulting in intensive debris removal operations and associated heavy equipment activity. The streets were analyzed by several local engineering consultants and categorized on a 1-5 scale, with a 5 being the most heavily damaged. To repair

the streets, an estimated 329,190 linear feet of repairs would need to be performed.

### Curbs & Gutters

The tornado area was surveyed to determine the extent of damage to curbs and gutter due to the storm and debris removal. Roughly 182,000 linear feet of curb and gutter were found to be damaged.

### Sidewalks

City aerials were analyzed to help determine which streets in the tornado area had existing sidewalks on both sides, one side, or neither. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side. Approximately 119,160 linear feet in the tornado area were found to be severely damaged and needing immediate replacement.

### ADA Ramps

In addition, almost every ADA ramp surveyed is not in compliance, and most intersections do not have ramps at all. An estimated 554 ADA ramps need to be replaced, repaired, or added.

## ECONOMIC IMPACT AND UNMET NEEDS

The disaster affected the local economy by displacing residents and employees, and damaging and destroying infrastructure. The path of the tornado crossed several of the commercial corridors in the City of Joplin which had a substantial effect on the local economy. 553 businesses were destroyed or severely damaged by the storm. The below table shows how the affected businesses cover a wide range of industry sectors, which in turn impacts the overall economic function of the region.

| Type of Business | Number of Businesses Impacted |
|---|---|
| Transportation, Warehouse & Utilities | 9 |
| Trade | 100 |
| Professional & Business Services | 19 |
| Other Services | 66 |
| Manufacturing | 10 |
| Leisure | 51 |
| Information | 7 |
| Government | 2 |
| Financial Services | 57 |
| Education and Health | 192 |
| Construction | 17 |

Between 4,500 and 5,000 employees were affected by the tornado but approximately 3,000 were kept on payroll in some capacity, which is partially attributable to the fact that many jobs were at

major employers such as the hospitals and Wal-Mart, which have been rebuilt since the time of the disaster.

Recovery from a major natural disaster can take years or even decades, and requires the aid of enhanced public services provided by the local government. The community continues to have an ongoing need for economic development to stimulate the economy. A key aspect of Joplin's recovery is employing the unemployed and upgrading the skill sets of the underemployed. There is a need to fill gaps in the area's workforce, provide better-skilled workers to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living.

To obtain a more up to date understanding of the situation a study was conducted by Taimerica Management Company. The study identified four business sectors to target that would expand the area's economy even further. The four sectors are: distribution centers, administrative office operations, commercial machinery repair and custom computer programing. With these areas identified it is now the Cities goal to build back its economy to better than it was before the disaster. With a daytime population of more than 240,000, Joplin is a magnet for the surrounding area. About 62% of the available labor pool in the area has at least some college experience and almost 93% of potential employees have a high school diploma. Many have technical skill training beyond high school. According to Taimerica's survey of 65 area companies, key factors as to why Joplin is attractive to new businesses include major transportation access, a skilled, available and willing workforce, low operating costs and taxes, and a high quality of living. This is why Joplin is looking to build back bigger when it comes to its economy.

## PUBLIC SERVICES IMPACT AND UNMET NEEDS

After the tornado, the lives of many families across the city were changed forever. The tornado caused 161 fatalities and approximately 1,371 injuries as of May 27, 2011, making it the single deadliest U.S. tornado since 1947. Returning to everyday life requires more extensive support and expertise than what was available in the City of Joplin prior to the disaster. Research results indicate that long term (multi-year) community disaster mental health monitoring, assessment, referral, and outreach services are needed following such an event. Based on experience of previous disaster survivors and experts, the City anticipates that one-half to one-third of its disaster-affected population would experience Post Traumatic Stress Disorder (PTSD) or symptoms of trauma-related anxiety, fear, confusion, and/or depression severe enough to require direct attention. Adolescents who experienced the tornado and its aftermath are also in need of counseling and services to mitigate anxiety, enhance coping skills, and develop problem solving skills.

## ASSISTANCE EXPECTED/RECEIVED

The predominant funding sources available to the City of Joplin and its residents outside of CDBG-DR are the Federal Emergency Management Agency (FEMA) and private insurance.

**FEMA Assistance (as of November 2, 2015):**

Individual Assistance (IA) and Small Business Administration (SBA):

- Nearly $21 million in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA provided direct, temporary housing to 586 households occupying temporary housing units, among 15 sites throughout the metro Joplin area. 586 households (100%) have moved out of FEMA temporary housing and into longer term or permanent housing.
- FEMA has provided more than $4.8 million to help fund crisis counseling services through community-based outreach and short-term interventions. The services help disaster survivors review their recovery options, discuss their reactions and learn coping strategies.
- The U.S. Small Business Administration (SBA) has approved more than $43.4 million in low-interest disaster loans for 521 tornado-impacted individuals, businesses and not-for-profits. SBA provides these loans to help cover property losses. In addition, SBA provides economic injury loans (working capital) for eligible businesses.

    1. 417 low-interest disaster loans to homeowners for $26.8 million
    2. 100 low-interest disaster loans to businesses for $16.4 million
    3. low-interest disaster loans to not-for-profits for $256,400

Public Assistance (PA):

- FEMA provides grants to local, state and federal governmental entities, tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.
- FEMA expects to spend nearly $150 million in both counties to help remove debris, provide emergency protective measures and to permanently repair or replace public buildings and infrastructure damaged or destroyed by the tornado. About $20 million of this amount will help fund eligible recovery costs for the City of Joplin; about $2.5 million for the City of Duquesne. So far, about $97.5 million has been paid to the State of Missouri for disbursement to 25 eligible entities, including local governments, school districts and critical facilities such as hospitals.
    - As of this Amendment to the Initial Action Plan, the city of Joplin has received $2,959,521.90 in FEMA Public Assistance.

**Insurance Statistics**

**Losses as of October 31, 2012:**
*Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration*

| Line of Business | Claims Received | Claims Expected | Losses Paid | Losses Incurred |
|---|---|---|---|---|
| Commercial Property | 2,142 | 2,159 | $986,829,440 | $1,320,220,325 |
| Residential Property | 8,647 | 8,784 | $535,724,886 | $554,388,779 |
| Commercial Auto | 309 | 309 | $4,377,076 | $4,783,049 |
| Private Auto | 6,982 | 7,117 | $47,898,047 | $51,084,766 |
| Other Commercial | 313 | 315 | $15,031,287 | $19,210,900 |
| **Total** | **18,393** | **18,683** | **$1,589,860,736** | **$1,949,687,819** |
| County Mutuals | 1,477 | 1,516 | $61,789,887 | $67,876,781 |
| **Total** | **19,870** | **20,199** | **$1,651,650,623** | **$2,017,564,600** |

# V. PLANNING EFFORTS

## LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Following the May 22nd tornado, Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public and working with other public entities, and has even started the process for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances which meet the FEMA standards for this type of activity.

## COORDINATED PLANNING

Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. In Joplin, this process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen-driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are taken directly from either the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended

projects were the result of numerous Town Hall meetings, public-comment booths at community events, and a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been continuously implemented through many different avenues. One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a Comprehensive Plan update shortly after the May 22nd tornado, and the CART process was used as a springboard to ensure that the City's new comprehensive plan effectively leveraged opportunities presented by the tragedy as well as respecting efforts of the citizens that were put forth in the CART plan.

The city staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included additional citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

The City updated its Comprehensive Plan in 2012 which took into consideration the CART recommendations as well as many other post-recovery efforts. The 2012 Comprehensive Plan will be used to guide development in the City for future years as there is a strong coordination between this CDBG-DR Action Plan and the 2012 Comprehensive Plan. The City is also an active member of the Joplin Area Transportation Study Organization, the Metropolitan Planning Organization (MPO) for the region, and coordination with this group has also been consistent.

In the spring of 2015, the City of Joplin initiated the re-evaluation of the community's proposed projects in their latest Action and Recovery Plans eligible for CDBG-DR funds. As a part of the development of the Capital Plan, City staff solicited project proposals and met with interested stakeholders to discuss ongoing, proposed, and potential new projects to be considered for CDBG-DR funding.

Following meetings with City staff and extensive community outreach meetings to gain further knowledge of the proposed projects, the first step of the Capital Plan process was to develop project execution plans. These plans included critical project information such as scope, budget, schedule, stakeholders, CDBG-DR eligibility, performance outcomes, and proposed benefits and risks associated with proposed services to be provided.

The next step in the Capital Plan process was developing a system to rank the projects, and subsequently performing the project ranking. A series of interactive workshops were held with City Staff and City Council. Two workshops were held with City Staff to discuss the projects and rank them. City Council voted to confirm a list of projects to be funded by the CDBG-DR program.

Through the Capital Planning process, the considerations of the residents of the City of Joplin,

City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

## LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has allocated other fund sources to as much of these areas as possible. In locations where projects may fall outside of LMI areas, the City has made every effort to secure other local, state, or other funding and resources that will be leveraged to complete the overall recovery in these activities.

## USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

The City's Plan does not include the construction or rehabilitation of residential buildings and the City does not anticipate adding these activities in the future. According to the current Needs Assessment, this has been addressed in the City's previous award. Because disaster recovery is an every-changing process, however, the City will ensure to include criteria and requirements for Green Building Standards and HUD's Office of Community Planning & Development (CPD) Green Building Retrofit Checklist in any future residential activity according to the applicable CPD notices.

## PLANS TO MINIMIZE DISPLACEMENT

The City will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

# VI. PROGRAMATIC PROCEDURES

## PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. Program Income is not expected from any of the activities listed in this plan.

## MONITORING STANDARDS AND PROCEDURES

### Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

Based on a comparison of the amount of assistance previously received and the amount of assistance requested by the applicant, the City and/or its subrecipients will determine the unmet needs before awarding assistance. The personnel responsible for this task will be the agency that is processing the applications. A statement is included in the Duplication of Benefits verifications that the applicant agrees to repay any assistance that is found to be duplicative.

### Continual Quality Assurance

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

### Internal Audit Function w/ responsible Audit staff

The City does not have an Internal Audit Function; however, the City and/or its CDBG-DR Grant Administer will perform subrecipient monitoring in accordance with program requirements. As part of this compliance and monitoring, subrecipients

will be contacted according to the terms of their subrecipient agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

*SCHEDULE OF EVENTS* – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.
2. The on-site monitoring visit is conducted, and consists of the following:
    a. Conference
    b. Documentation, data gathering and analysis

A letter is sent to the subrecipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the subrecipient. If the CDBG Program staff deems necessary, requests may be made of the subrecipient to ensure compliance with all applicable rules and regulations of the program.

## PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Subrecipients who have received $750,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described below. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non- compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

## INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The majority of Administration funds available under the CDBG-DR program will be made available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants is encouraged to attend trainings that will increase the efficiency with which projects are completed.

The City has reserved funding in the Administration funds for local costs. These funds have been used to create additional CDBG Manager positions to increase the local capacity and it is possible that this funding could be used to add staff if determined necessary in the future.

The City of Joplin has also received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

## SUBSTANTIAL AMMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation of reallocation of more than $1,000,000.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and will be prepared to receive comments for a period of 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor amendments, the City of Joplin will inform the Kansas City Field Office and update projects within the Disaster Recovery Grant Reporting (DRGR) system. Finalized minor amendments will be posted on the City's website.

# VII. BUDGET ALLOCATION CHART

| Projects | Initial Action Plan #1 | Amendment #1 (Initial Action Plan) | Amendment #2 (Initial Action Plan) | Ammendment #3 (Partial Action Plan #2) | Ammendment #4(Partial Action Plan #3) | Ammendment #5 (Partial Action Plan #2) | Ammendment #6 (Partial Action Plan #2) | Amendment #7 (Partial Action Plan #3) | Ammendment #8 Partial Action Plan #4) | Ammendment #9 Partial Action Plan #5) | Ammendment #10 (Partial Action Plan #3) | Ammendment #11 (Partial Action Plan #6) | Ammendment #12 (Partial Action Plan #3) | Ammendment #13 (Initial Action Plan) | Ammendment #14 (Partial Action Plan #6) | Amendment #15 (Partial Action Plan #6) | Amendment #16 (Partial Action Plan #7) | Amendment #17 (Partial Action Plan #3) | Amendment #18 (Partial Action Plan #7) | Amendment #19 (Partial Action Plan #8) | Amendment #20 (Partial Action Plan #9) | Amendment #21 (Partial Action Plan #9) | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Obligation Date | 1/16/2014 | 1/16/2014 | 1/16/2014 | 12/4/2014 | 12/4/2014 | 12/4/2014 | 12/4/2014 | 12/4/2014 | 11/17/2015 | 11/17/2015 | 12/4/2014 | 1/15/2016 | 12/4/2014 | 1/16/2014 | 1/15/2016 | 1/15/2016 | 8/26/2016 | 12/4/2016 | 8/26/2016 | 3/15/2017 | 3/27/2017 | TBD | |
| Infrastructure Activities | | | | | | | | | | | | | | | | | | | | | | | |
| Sidewalk Construction/Reconstructction (Design Only) | $588,000.00 | | $588,000.00 | | | | | | | | | | | | | | | | | | | | $0.00 |
| Sanitary Sewer (Design and Construction) | $4,500,000.00 | $1,333.00 | | $2,000,000.00 | $2,500,000.00 | $1,000,000.00 | | $1,100,000.00 | $9,407,539.00 | | | | | $591,075.61 | | | | | | | | | $21,099,947.61 |
| Storm Sewer (Design Only) | $2,381,400.00 | | $2,381,400.00 | | | | | | | | | | | | | | | | | | | | $0.00 |
| Curb and Gutter (Design Only) | $393,000.00 | | $393,000.00 | | | | | | | | | | | | | | | | | | | | $0.00 |
| Public Infrastructure Improvements | | | $3,362,400.00 | $6,500,000.00 | $1,000,000.00 | $1,000,000.00 | $1,700,000.00 | | | | | $3,528,935.00 | $410,302.00 | $588,908.84 | | $3,100,000.00 | $12,108,009.00 | $660,000.00 | $12,933.78 | $20,367,621.00 | $120,000.00 | $9,200,960.00 | $48,475,780.38 |
| 20th/ Main Street Improvements | | | | | | | | | | | | | | | | $3,100,000.00 | $9,883,335.00 | | | $3,016,665.00 | $120,000.00 | | $16,120,000.00 |
| Mercy Park Public | | | | $3,200,000.00 | | | $1,700,000.00 | | | | | | | | | | | | | | | | $4,900,000.00 |
| Crosslines Community Center | | | | | $555,000.00 | | | | | | | | $410,302.00 | | | | | | $12,933.78 | | | | $978,235.78 |
| Early Childhood Center | | | | | $5,000,000.00 | | | $5,000,000.00 | | | | $5,000,000.00 | | | | | | | | | | | $5,000,000.00 |
| Advanced Training and Technology Center | | | | | | | | $3,900,000.00 | | | | | | | | | | | | | | | $3,900,000.00 |
| Community Clinic of Joplin | | | | | | | | | | $241,000.00 | | | | | | | | | | | | | $241,000.00 |
| Sub Total: | $7,862,400.00 | $1,333.00 | $0.00 | $11,700,000.00 | $9,055,000.00 | $0.00 | $0.00 | $0.00 | $9,407,539.00 | $241,000.00 | $0.00 | $8,528,935.00 | $0.00 | $2,166.77 | $0.00 | $0.00 | $21,991,344.00 | $660,000.00 | $0.00 | $23,384,286.00 | $0.00 | $9,200,960.00 | $100,714,963.77 |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Economic Development | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Sub Total: | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Housing Activities | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Sub Total: | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Public Service Activities | | | | | | | | | | | | | | | | | | | | | | | |
| Advanced Training and Technology Center Phase | | | | | | | | | | | | | | | | | $2,600,000.00 | | | | | | $2,600,000.00 |
| Mental Health Needs | $332,730.00 | | $1,333.00 | | | | | | | | | | | $2,166.77 | | | | | | | | | $329,230.23 |
| Juvenille Detention Center | | | | | | | | | | $350,000.00 | | | | | | | | | | | | | $350,000.00 |
| Ozark Mental Health | | | | | | | | | | $110,000.00 | | | | | | | | | | | | | $110,000.00 |
| Sub Total: | $332,730.00 | $0.00 | $1,333.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $460,000.00 | $0.00 | $0.00 | $0.00 | $2,166.77 | $0.00 | $0.00 | $2,600,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,389,230.23 |
| | | | | | | | | | | | | | | | | | | | | | | | |
| Program Administration Activities | | | | | | | | | | | | | | | | | | | | | | | |
| City of Joplin Administrative Cost | $101,951.00 | | | $255,000.00 | $249,000.00 | | | | | | $200,000.00 | $100,000.00 | | | | | | $40,000.00 | $25,241.60 | $392,050.00 | | $484,000.00 | $1,316,759.40 |
| Consultant Administrative Cost | $327,805.00 | | | $255,000.00 | $249,000.00 | | | | | | | $400,000.00 | | | $39,530.00 | | $1,430,000.00 | $700,000.00 | $25,241.60 | $600,000.00 | | | $4,026,576.60 |
| Planning Cost | | | | $1,530,000.00 | $498,000.00 | | | | | | $200,000.00 | $500,000.00 | | | $39,530.00 | | $940,000.00 | | | $200,000.00 | | | $3,828,470.00 |
| Subtotal | $429,756.00 | $0.00 | $0.00 | $2,040,000.00 | $996,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,000,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,370,000.00 | $660,000.00 | $0.00 | $1,192,050.00 | $0.00 | $484,000.00 | $9,171,806.00 |
| | | | | | | | | | | | | | | | | | | | | | | | |
| **Total Budgeted (of $113,276,000.00)** | $8,624,886.00 | $1,333.00 | $1,333.00 | $13,740,000.00 | $10,051,000.00 | $0.00 | $0.00 | $0.00 | $9,407,539.00 | $701,000.00 | $0.00 | $9,528,935.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,961,344.00 | $0.00 | $0.00 | $24,576,336.00 | $0.00 | $9,684,960.00 | $113,276,000.00 |

# VIII. PROGRAM DESCRIPTIONS

## INFRASTRUCTURE

### 20th / MAIN STREET IMPROVEMENTS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$12,983,335~~ $16,000,000 |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Facilities and Infrastructure Improvements |
| Start/End Dates: | April 2017- April 2019 |
| Performance Outcomes: | Construction costs for 20th Street Improvements |

**Basis for Allocation**

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the streetscape improvements will support the engineering design and construction necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015. CDBG-DR funds will also support R/W acquisition, construction and construction management/inspection services within the disaster-affected area.

These project improvements will include mill and overlay as well as pedestrian-friendly improvements such as the installation of trash receptacles, benches, new lighting and trees. These improvements will attract businesses, as well as improve pedestrian and vehicular traffic which will help promote future economic development activities along the two major corridors in the City of Joplin.

The 20th Street improvements will provide sidewalks/shared use paths as well as pedestrian-friendly amenities on either sides of 20th Street from Main Street to Range Line Avenue, totaling approximately 2 miles.

The Main Street improvements will provide sidewalks on and on Main Street from 15th to 32nd Street, totaling approximately 1.5 miles.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, under public facilities and improvement activities and will utilize the National Objective of Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**

Many of the vacant lots remaining exist in the areas contiguous to the 20th Street and Main Street corridors. The proposed project improvements will add momentum to additional nearby

commercial and residential redevelopment allowing the City to achieve its goals of population growth. This provides an important opportunity to stimulate and enhance redevelopment along this heavily-damaged main thoroughfares with modern amenities like street lights, benches, and public gathering places to help generate a sense of place and connectivity—often referred to as "the cool factor". Opportunities exist to integrate motifs and attractive design elements along the corridors and will encourage a variety of mixed-use activities. These improvements will also help to encourage the redevelopment of lost residential housing, office, commercial and medical spaces in areas adjacent to the 20th Street and Main Street corridors. Once complete, these corridors will be attractive and powerful commercial sectors with significant residential and recreational dimensions. These improvements are also a core aspect of the City's post-disaster population gain objective.

## PUBLIC INFRASTRUCTURE IMPROVEMENTS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $48,595,780.38 (current request **$9,200,960.00**) |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure Improvements |
| Start/End Dates: | June 2017- June 2019 |
| Performance Outcomes: | Right of way acquisition and surveying, Procurement, Construction Administration, Construction and Construction Inspection activities associated with twenty-three (23) infrastructure projects in the LMI and Non-LMI zones of the tornado impact area. |

**Funding Allocation Summary**

| | |
|---|---|
| $48,595,780.38 | Total to-date |
| $9,200,960.00 | Amendment 21 |
| $20,367,621.00 | Amendment 19 |
| ($12,933.78) | Amendment 18 |
| ($660,000.00) | Amendment 17 |
| $12,108,009 | Amendment 16 |
| ($3,100,000.00) | Amendment 15 |
| ($588,908.84) | Amendment 13 |
| ($410,302.00) | Amendment 12 |
| $3,528,935.00 | Amendment 11 |
| ($1,700,000.00) | Amendment 6 |
| ($1,000,000.00) | Amendment 5 |
| $1,000,000.00 | Amendment 4 |
| $6,500,000.00 | Amendment 3 |
| $3,362,400.00 | Amendment 2 (Initial Allocation) |

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for street improvements, storm-water improvements, curb and gutter rehabilitation, and sidewalk/ADA ramp improvements for infrastructure projects in the tornado zone. These projects

include $48.4 million of surface element repairs (streets, curb and gutter, sidewalk/ADA ramps) and $10.4 million of storm water improvements. Over 60% of these projects will benefit the LMI population. All public infrastructure improvement projects have been split between 3 main engineering design firms and will account for majority of activities related to design and construction procurement and construction throughout the tornado zone.

Street Improvements

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the street improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Prior to the May 22nd tornado, the city's asphalt program primarily consisted of a two-pronged approach. Firstly, the City was divided into 7 zones which received a micro-surfacing treatment on a rotational basis. Secondly, more severely distressed pavement received annual asphalt mill and overlay until the funds are expended for the year.

Many roadways were severely damaged from the tornado and the associated cleanup. Due to the tornado, the City did not do any paving in 2011, so the City is currently using allocations from 2 years of the asphalt paving program, plus an additional $1 million dollars to install roughly $4.8 million dollars of paving in the tornado area, as well as other parts of the City.

City staff has evaluated the entire tornado damaged area and determined the appropriate measures for repairing our roadways. Many of these areas are in need of substantial infrastructure work and sustained greater damage during the cleanup due to catastrophic damage to area structures, resulting in intensive debris removal operations and associated heavy equipment activity. The City plans to use CDBG-DR funds to focus on "improving" the pavement condition in the LMI area, making the most efficient usage of these monies by allowing some other infrastructure work such as storm water to proceed in advance of paving the streets—this will eliminate having to excavate freshly paved areas. A coordinated approach is being taken with storm and sanitary sewers construction to minimize damage and ensure completion prior to paving activity.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve roadways in the city with the majority of improvements within the tornado area. Having a quality roadway network is critical for the creation of an accessible and enjoyable community and helps attract citizens to the City. Smoother roads reduce tire wear, increase fuel efficiency, lower emissions, enhance safety to vehicles and pedestrians alike, and will also help with storm water drainage.

Storm Water System

**Basis for Allocation**

Storm-water improvements will support the engineering design activities necessary to reconstruct these major infrastructure utilities within the disaster-affected area.

The tornado and ensuing heavy equipment activity caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The City has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

<u>Curb and Gutter</u>

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the curb and gutter improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.
.

**Long-term Recovery from Specific Disaster**
Following construction, this project will dramatically improve aesthetics of streets and private

property frontage while improving stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

Sidewalk and ADA Ramps

**Basis for Allocation**
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the sidewalk and ADA ramp improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG-DR usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during the debris removal process and will be replaced through this process as well.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

Land Acquisition / Right of Way / Easement

**Basis for Allocation**
The May 2011 tornado destroyed most of the City's existing infrastructure. As the City of Joplin is redeveloping the damaged areas, there are some related easements and right-of-way acquisitions that will also be needed for the various infrastructure projects the City is undertaking as a part of their recovery efforts.

**Long-term Recovery from Specific Disaster**
Acquiring needed easements and right-of-way supports the City's goal to "build back better" and increases the chances for local businesses to locate successfully in the neighborhood. This project will promote complete streets by allowing for adequate sidewalk widths, ADA complaint facilities and aid in promoting multi-modal pedestrian activities and linkages through the City. By continuing to advance the 'build it back better' goal, the City will continue to support the sense of community which has developed after the disaster.

Overall Project

**CDBG Eligibility and National Objective**
The eligibility of this activity is under 24 CFR 570.201 (c) Public Facilities and Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this national objective will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the conditions created by the tornado damage.

## EARLY CHILDHOOD CENTER

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $5,000,000* |
| Geographic Area: | Old Mercy Medical Complex Site (Tract #3) |
| Applicant Eligibility: | LMI – Limited Clientele |
| Start/End Dates: | January 2016 – January 2018 |
| Performance Outcomes: | Provide high quality child-care and pre-school educational services to accommodate working parents and serve LMI clientele. |

*Funds were moved out of this Activity in Amendment #7 to the Initial Action Plan because the project would not meet the 2 year time frame. The project is now ready to proceed, so the original amount has been reinstated.

**Basis for Allocation**
For many years, the City of Joplin's demand for high-quality child care and preschool educational services has exceeded the supply. This situation has become exponentially worse since the 2011 tornado. The Joplin community has reported a loss of 11 licensed child care

providers since the 2011 tornado, this has resulted in a reduction of over 300 available spaces for children ages three through five.

With a growing number of children requiring early childhood services, the Joplin community has seen an increase in the number of children having to be placed on a waiting list. Reports show as of October 8, 2015, 139 kids have been placed on a waiting list. Of the 139 kids, 60% are considered "at-risk" in at least one area based upon the DIAL-4 screening. The DIAL-4 screening assessment, is administered individually and designed to identify children who may require further assistance to excel academically. The proposed facility is designed to provide services for children with disabilities as well as students who are considered at risk for academic failure

The Joplin community faces many challenges that negatively impact young children's readiness for school and future success. These challenges include the percentage of children living in poverty, rates of child abuse, domestic violence, drug and alcohol use, out-of-home placements, single mothers without high school educations, and the number of families that work at low paying, shift jobs. Although a challenge, it is imperative that the community find ways to provide safe and productive early learning environments in order to confront the devastating effects of these conditions impacting the community.

The proposed facility will directly meet the needs of the City of Joplin's LMI population. In an attempt to establish a baseline for LMI qualifications, data was collected during student enrollment in July 2015. Of the nearly 90% participation rate, 67.7% were found to come from low income households, while 49.2% were found to come from very low income households

The Joplin Schools District sees this as an important component in rebuilding the City of Joplin in a comprehensive and sustainable manner. Accessible, affordable, quality child care supports the ability of parents to participate in the workforce and balance their family needs.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements and will utilize the National Objective of Low-Moderate Income Limited Clientele.

**Long-term Recovery from Specific Disaster**
This activity will include the construction of an Early Childhood Center, a learning library and a commercial playground that will be handicap accessible and age appropriate at all levels. The Center will provide a safe and secure childcare environment for the families that live and work in Joplin as they rebuild their lives post tornado. The proposed location of the Early Childhood Center, constructed on the site of the old Mercy Medical Center, will be located adjacent to the newly constructed Irving Elementary School, the recently reconstructed Cunningham Park, as well as the proposed City of Joplin public park; thereby making this area a focal point highlighting the City's recovery efforts.

# COMMUNITY CLINIC OF JOPLIN

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Community Clinic of Joplin |
| Budget: | $241,000 |
| Geographic Area: | City of Joplin |
| Applicant Eligibility: | LMI – Limited Clientele |
| Start/End Dates: | October 2015 – July 2016 |
| Performance Outcomes: | Repair the physical environment to provide quality health care of those utilizing the Clinic's services. |

**Basis for Allocation**

The Community Clinic of Joplin ("Community Clinic" or "Clinic") opened in 1993 and over the years has provided services to uninsured individuals from birth to 64 years of age. Approximately 73% of patients seen at the Clinic have an annual income falling below 150% of the federal poverty guidelines. More than half of the patients that visit the Clinic are Joplin residents, and label its services as "their primary source of medical care." The main mission of the Clinic is to improve the health of people in the community who do not have access to medical and dental care. The Clinic is currently located downtown at 701 S Joplin Ave, Joplin, MO 64801, and operates five days a week and provides services such as medical services (adult/pediatric), laboratory services, adult dental services, wellness and prevention education classes, and smoking cessation, diabetic support, weight management.

The Clinic constantly strives to build new relationships with hospitals, physicians, and dentists in the area and has developed several partners through Freeman Health Services, Mercy Hospital, Children's Haven, Economic Security Council, Lafayette House, Red Cross, as well as area shelters/recovery houses. The Clinic has also initiated a partnership with Heart to Heart International to provide an in-house laboratory, allowing all lab work to be done on-site. The Clinic also has a partnership with Missouri Southern State University to provide assistance through their students presently enrolled in the dental program.

The Clinic served as a triage area for health services immediately after the disaster, and due to the higher than normal volume as a result of the event, has deteriorated faster than anticipated. The Clinic also provided first aid to patients, replaced medications, and acted as a respite location for healthcare workers who were working at Memorial Hall. The increase in volume of patients served resulted in damages to the interior paint, flooring, furnishings for the waiting and exam room, as well as the parking lot.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, Health Facilities and will utilize the National Objective of Low-Moderate Income Limited Clientele.

**Long-term Recovery from Specific Disaster**
The Clinic focuses on providing services that cannot be found elsewhere in the community and does not duplicate services that may be offered by other local not-for-profit agencies. Rehabilitating its current location will help improve the quality of services being provided to LMI individuals and their families.

## SANITARY SEWER IMPROVEMENTS (DESIGN & CONSTRUCTION)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | $20,508,872 |
| Geographic Area: | City of Joplin |
| Applicant Eligibility: | N/A; Public Facilities and Infrastructure Improvements |
| Start/End Dates: | October 2015 – October 2017 |
| Performance Outcomes: | Design and construction of sewer and manhole structures |

**Funding Allocation Summary**

| | | |
|---|---|---|
| $20,508,872.00 | Total to-date | |
| $9,407,539.00 | Amendment 8 | Construction of 2nd/3rd phases |
| $1,100,000.00 | Amendment 7 | Design of 2nd/3rd phases |
| $1,000,000.00 | Amendment 5 | |
| $2,500,000.00 | Amendment 4 | |
| $2,000,000.00 | Amendment 3 | Design/construction of 1st phase |
| $4,501,333.00 | Amendment 1 | |

**Basis for Allocation**
As with storm sewers, the tornado and ensuing heavy equipment activity caused significant damage to the manhole and sanitary sewers across the tornado recovery area. The City has an annual capital program that repairs and replaces sanitary sewers. The annual budget is $1.5 million, which is currently being used primarily to clean and TV the entire system as per Department of Natural Resources (DNR) bypass elimination plan, and for Infiltration and Inflow (I/I) reduction projects in portions of the Turkey Creek collection system that have the highest metals levels as a requirement of the operating permit for Turkey Creek Wastewater Treatment Plant (WWTP). All tornado recovery area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. Staff extrapolated those rankings and percentages across the entire tornado area. Estimates and ranking scale, as well as the sewers in the tornado recovery area, are included as a part of this work.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objectives of Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive low/moderate area (LMA) assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve sanitary sewer service as well as reduce I/I. Having an

upgraded and modernized system extends the life of our treatment plants, as well as reduces the number of backups into citizens' households after large rain events. The City will have a well mapped system with a ranking to identify future preventative maintenance needs. This upgrade to the system will position the community in better compliance with state regulation as well.

## ADVANCED TRAINING & TECHNOLOGY CENTER (PHASE I)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Joplin Area Chamber of Commerce Foundation (JACCF) |
| Budget: | $3,900,000 |
| Geographic Area: | City of Joplin: |
| Applicant Eligibility: | LMI Limited Clientele |
| Start/End Dates: | September 2015 – December 2016 |
| Performance Outcomes: | Stimulate economic growth by enhancing resident's skill sets and filling the gaps in the area's workforce by providing better-skilled workers, particularly LMI residents. |

**Basis for Allocation**

Recovery from a major natural disaster can take years or even decades. The community continues to have an ongoing need for economic development projects to stimulate the economy. A key part of the recovery is employing the unemployed and upgrading the skill sets of the underemployed. The proposed Advanced Training and Technology Center will help fill gaps in the area's workforce, provide better-skilled workers to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living. This allocation will provide the means to purchase and renovate a building for the center.

This project will aggressively work with those organizations which are directly in contact with people in the Joplin community who are most at risk because of a lack of education, minimal job skills and/or minimal work experience. The proposed Center is in close proximity (within walking distance) to the greatest identified need within the City of Joplin. Three homeless shelters: the Salvation Army, Joplin Community Clinic, and the Joplin Health Department are all within walking distance from the proposed Center. These stakeholders will be used to identify the basic skills and needs of those most at risk. The Center will work with those citizens recommended by these stakeholders to enhance their basic job skills, allowing them the opportunity for employment in positions that may provide a higher income, better benefits, and more stability. Ending homelessness among military veterans will be a key component of the outreach process. Veterans groups will be included as stakeholders to advance the dialogue and promote the opportunities for training.

The Center will also be a focal point for key existing, new and emerging technology in advanced manufacturing and information systems, and provide training in these industries. It is anticipated students will come from the existing workforce and be trained at the direction of their employers, although some students may take the training on their own to improve their skills and be better

positioned for advancement at their current or other employers.

The size and construction of the proposed facility will make it suitable for a wide range of opportunities. The vacant building still offers a wide variety of educational and training "spaces" that can easily be modified to meet the needs as proposed. The program will initially target four sectors:

- Basic Job Training & Education (skills incubation)
- LMI outreach with stakeholders serving that population. LMI training in the following:
    - Basic job soft skills
    - Entry-level manufacturing skills, including welding and maintenance
    - Entry-level culinary and commercial kitchen skills, cleaning, maintenance, safety
    - Basic computer skills
    - Basic customer service skills
- Advanced Manufacturing, Information Technology, Culinary Services & Construction
    - Industrial maintenance, including electronics
    - Welding
    - Machining (emphasis on Programmable Logic Controllers)
    - Advanced manufacturing technology such as 3D printing basics
    - Cooking, food preparation skills, and inventory management
    - Catering services and management
    - Advanced food safety
    - Enhanced computer skills, including graphics, networking
    - Financial management tools
    - Cloud systems
- Technology Based Incubation and Advanced Skills Development
    - Missouri targeted markets: advanced manufacturing, IT, life sciences
    - Investigate life science research associated with proposed new medical school
    - Seek opportunities with new MSSU DNA research lab, specifically food safety testing
    - Utilize services of Newman Innovation Center
    - Provide tenants access to Small Business and Technical Development Center (SBTDC) services and scheduled seminars for ongoing outreach and training to clients
    - Propose partnership with Mercy Research and Development in Springfield to encourage physicians to develop new medical devices in Joplin
    - 3D printing devices for entrepreneurs for rapid prototyping
    - Firms will be encouraged to provide on-going advanced training for employees to improve workforce skills
    - Assist entrepreneurs seeking capital to fund startup or in growth stages
    - Provide conduit to technology research and assistance utilizing existing partnership with 10 Missouri Certified Innovation Centers
    - Provide educational programs and connectivity to MSSU, Missouri Alternative and Renewable Energy Technology (MARET) Center

Crowder College, a partner in the project, aims to enhance the skills of several thousand residents over the next 5 years. The Advanced Training and Technology Center is an

investment that not only has an immediate impact, but a continued economic impact throughout Joplin's future. Phase I of the Advanced Training & Technology Center focuses on the acquisition and renovation of the proposed facility, while a future Phase II will focus on the furniture, fixtures, and equipment.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low-Moderate Income, Limited Clientele.

**Long-term Recovery from Specific Disaster**
The intention of the project is to not only enhance the skills of the underemployed, but also to provide better employees to local employers thus promoting economic development. The program will restore local business and provide a more stable economy for the City of Joplin.

## CROSSLINES COMMUNITY FACILITY

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Crosslines Churches of the Joplin Area, Inc. |
| Budget: | $555,000 |
| Geographic Area: | 320 School Avenue Joplin, MO |
| Applicant Eligibility: | Low Income applicants for food and other assistance; Public Facilities |
| Start/End Dates: | January 2015 – January 2017 |
| Performance Outcomes: | Rehabilitation of existing Missouri Casting facility |

**Basis for Allocation**
In support of its ongoing and expanded operations as described in further detail below, CDBG-DR funds for the Crosslines Community Facility will support the rehabilitation of an existing facility (approx. 10,000 sf) identified by the Administering Entity. In addition to general rehabilitation as a previous storage/warehouse facility, the new location will need the following renovations: restrooms, new HVAC, and food storage coolers.

Crosslines Churches of the Joplin Area, Inc. ("Crosslines") was organized in March of 1982 with the mission of "Serving God's People in Need through Church and Community Partnerships". Crosslines started with the support of 10 downtown churches in Joplin that desired to eliminate the duplication of services while providing a centralized location to operate a food pantry and clothing and housewares bank. Crosslines moved into their current building at 131 S. High Ave. in Joplin, in June of 1984. Today, they have 62 supporting churches, over 250 volunteers, and 8 part-time, paid staff members who assist clients.

Crosslines is a community of cross-denominational volunteers whose main mission is to supply emergency food, clothing, hygiene items, baby supplies, and basic household necessities to eligible community residents. Crosslines relies heavily on volunteers to sustain their daily assistance to those in need. These volunteers serve Monday through Friday, unloading,

stocking, and distributing food from their pantry, working in the clothing room sorting donated items, and distributing clothing.

Crosslines' purpose is to assist the elderly, disabled, and low income individuals and families and to provide a "hand up" to those who are experiencing difficult financial circumstances. In this, Crosslines also provides funding to assist with rental and utility obligations in crisis situations.

Crosslines is now in their 32nd year of providing services to those in need through donations from its supporting churches, businesses, citizens, community partners, and grants. Crosslines is experienced in organizing and managing its resources, and wishes to continue to contribute its work in supporting the improved health and vitality of the community.

On September 30, 2011, The Salvation Army of Joplin closed their Food Pantry and stopped distributing Government Food Commodities so they could focus on Tornado Case Management, Tornado Relief, and Homeless Services. At that time, they began referring their clients to Crosslines to meet their food needs. Those clients also included those impacted by the tornado. Because of this Food Pantry closing, Crosslines is now the only agency in the Joplin area that distributes Government Food Commodities to low income individuals. Crosslines added 1,278 square feet to their Food Pantry in 2013, yet they are still in need of more permanent space to keep up with the increased demand for their services. Additional capacity is required not only for the storage and distribution of foodstuffs but also for the clients' intake services. Crosslines is a member of the Jasper County COAD (Community Organizations Active in Disaster) and acted as the fiscal agent, 501(c) (3) agency, for the Long Term Recovery Committee for the COAD after the May 2011 disaster.

Crosslines was one of the first organizations to become part of the Charity Tracker network. Charity Tracker is a web-based program that is encrypted and password protected. It tracks all assistance given to families and individuals by the 76 agencies, churches and organizations in the network. Crosslines also works hand-in-hand with the Missouri Department of Social Services, filling in the gap of those who have registered for Food Stamps and not received their card in the mail yet, or who are having some problem with their Food Stamp services. These safeguards are in place to avoid duplication of services.

Listed below is a chart of the increased needs Crosslines has assisted with since the May, 2011 disaster. As evidenced, the community's need for food assistance has increased substantially. The amount of food donated has risen significantly and even with that rise, Crosslines will still continue to spend a considerable amount of money to keep their Food Pantry stocked with healthy food. Crosslines' payroll expense has also risen as they now employ a Pantry Manager to pick up and manage all the donated food. Crosslines has also added a receptionist and Donations Room Manager to help keep up with the increased demand in services. The amount of money Crosslines spends to help with rental and utility assistance also continues to rise.

| HISTORICAL ASSISTANCE CHART | | | | |
|---|---|---|---|---|
| **Service** | **2010** | **2011** | **2012** | **2013** |
| Food | 7,720 | 7,881 | 9,411 | 10,346 |
| Clothing & Housewares | 13,147 | 11,515 | 12,242 | 11,698 |
| Donated pounds of food received | Not tracked | 315,069 | 239,276 | 419,579 |
| Pounds of food donated to others | Not tracked | 58,832 | 58,308 | 41,188 |
| Rental and Utility Assistance | $38,392.00 | $44,295.00 | $45,423.00 | $51,236.00 |
| Payroll | $59,741.69 | $56,865.62 | $72,692.37 | $88,005.28 |

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low-Moderate Income Limited Clientele. Crosslines Churches of the Joplin Area, Inc. will collect income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

**Long-term Recovery from Specific Disaster**
This activity will include the rehabilitation of a former warehouse facility, which will be converted into a community service facility operated by Crosslines Churches of the Joplin Area, Inc. This new facility will be a driving force in the community to help to stabilize economic activity through ongoing support of the elderly, disabled, and low income individuals and families by providing supplemental "hand up" support to those who have fallen on difficult financial circumstances and continue to be impacted by the effects of the 2011 disaster.

## MERCY PUBLIC PARK

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin |
| Budget: | ~~$3,200,000~~ $4,900,000* |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Facilities and Infrastructure Improvements |
| Start/End Dates: | November 2014 – May, 2016 |
| Performance Outcomes: | Construction of walking trails, open green space, limited amenities, drive access, and parking areas |

*Funds were added to this project to account for the increase in scope of the project

**Basis for Allocation**
In support of its vision to heal the site of the previous hospital, CDBG-DR funds for the Mercy Public Park will support the creation of a public park that will provide a variety of amenities to service multiple beneficiaries as detailed below. This park will provide continuity to the existing public park, school system, and proposed Mercy development within the immediate area.

In response to the destruction of the St. John's Regional Medical Center at 26th & McClelland, Mercy Health System is rebuilding a 600,000 square-foot hospital at a new location that will serve Joplin's growing healthcare needs. As a visionary project to heal the original 50 acre site of the destroyed hospital, Mercy developed conceptual plans to create a chapel garden over a portion of the original site. Mercy has indicated they would like to donate a portion of the tract to the City of Joplin to develop as a passive public park to enhance the adjacent Cunningham Park and newly constructed Irving Elementary School to provide a public amenity in the tornado damaged area. The City's public park plans would include such amenities as: open green space, trails, and benches to serve as a continual transition between Cunningham Park and Irving Elementary School.

Creating such a space addresses the needs identified within the CART plan whereby the community requested to develop a community mind-set that values environmental sustainability, links between different types of parks and natural areas to encourage recreational opportunities, increase community gathering spaces, and ensure residents have access to open spaces in rebuilding neighborhoods.

The northern tracts of the proposed park are located in a high percentage LMI area (approximately 60%). The park would also service an adjacent proposed senior living center and could include recreational features that would complement the proposed Autism Center – promoting accessible facilities, healthy behaviors across different community residents with various needs, and increasing access to community features for the nearby LMI community.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements and will utilize the National Objective of Low-Moderate Income Area Benefit.

**Long-term Recovery from Specific Disaster**
Our future goal is to continue increasing the amount and access to open public spaces to meet the City's redevelopment objectives as identified by the community within the CART plan and as part of the overall redevelopment. In particular, this park provides continuity between the existing Cunningham Park, proposed Mercy Garden, and existing Irving Elementary. This project also compliments the proposed Senior and Autism Centers.

## CURB & GUTTER IMPROVEMENTS (DESIGN ONLY)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$ 393,000.00~~ $0* |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure |
| Start/End Dates: | October 2013 – October 2015 |
| Performance Outcomes: | Design for a project to result in the reconstruction of approximately 700,000 linear feet of curb and gutter |

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

**Basis for Allocation**
Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve aesthetics of streets and private property frontage while improving stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

## STORM-WATER IMPROVEMENTS (DESIGN ONLY)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$ 2,381,400.00~~ $0* |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure |
| Start/End Dates: | October 2013 – October 2015 |
| Performance Outcomes: | Design for a project to result in the completion of 34 separate Improvement/Facility Projects |

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

**Basis for Allocation**
The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

## SIDEWALK & ADA RAMP CONSTRUCTION AND RECONSTRUCTION (DESIGN ONLY)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$ 588,000.00~~ $0* |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A; Public Infrastructure |
| Start/End Dates: | October 2013 – October 2015 |

Performance Outcomes: Design for a project to result in the reconstruction of approximately 800,000 linear feet of sidewalk

*Funds were combined with Storm Sewer (Design Only) and Sidewalk Reconstruction/Construction (Design Only) to create a single project called Public Infrastructure Improvements

**Basis for Allocation**

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during debris removal process and will be replaced through this process as well.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

**Long-term Recovery from Specific Disaster**

This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

**PUBLIC SERVICES**

## ADVANCED TRAINING & TECHNOLOGY CENTER (PHASE II)

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Joplin Area Chamber of Commerce Foundation (JACCF) |
| Budget: | $2,600,000 |
| Geographic Area: | City of Joplin: Jasper and Newton Counties (30 mile radius) |
| Applicant Eligibility: | LMI Limited Clientele |
| Start/End Dates: | September 2016- September 2018 |
| Performance Outcomes: | Stimulate economic growth by enhancing skill sets and filling the gaps in the area's workforce by providing training opportunities. These funds will be used to purchase furniture, fixtures, and equipment required for the execution of the proposed training programs. |

**Basis for Allocation**

Recovery from a major natural disaster can take years or even decades. The community continues to have an ongoing need for economic development projects to stimulate the economy. A key part of the recovery is employing the unemployed and upgrading the skill sets of the underemployed. The proposed Advanced Training and Technology Center (Phase II) will help fill gaps in the City of Joplin's workforce, provide better-skilled workers to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living. This allocation will provide the means to purchase furniture, fixtures and equipment required for the development and execution of the proposed training programs/classes. As the economy rebounds, area manufacturers are increasingly reporting shortages in finding skilled and semi-skilled labor, particularly in machine operations, maintenance, quality control and welding.

The Center will be owned and managed by the Joplin Area Chamber of Commerce Foundation (JACCF). JACCF will work with contracted partners to operate individual programs. Those partners include Crowder College (CC), Workforce Investment Board (WIB) and the Joseph Newman Innovation Center (NIC is a program of JACCF).

The partnership of JACCF, CC WIB, and NIC will create programs that are unique and offered at a lower cost than others found in the Joplin area. Programs will include:

- Innovation Center Services (NIC, JACCF)
- MakerSpace (JACCF)
- WIB Career Counseling and Career Track services (JACCF, WIB)
- Advanced Custom Training (JACCF, CC, WIB)
- Advanced Manufacturing Technology (CC)
- Advanced Welding (CC)

- Advanced Drafting/CAD Training (CC)
- Advanced Computer Network Services (CC)
- Specialized Worker Safety Training (CC)
- Community Health Programs (CC)
- Culinary Kitchen for student lunches and special functions (JACCF, CC)
- Future expansion: Culinary Training, Commercial Kitchen and Hospitality Courses
- Future expansion: Alternative Energy

The goal of the classes being provided is to meet the educational and employment needs of the targeted population by providing them access to services and training through programs offered by Crowder College (CC). These classes address the needs of individuals in target categories, low to moderate income (LMI) individuals, unemployed, underemployed, entrepreneurs and veterans in our community.

- Low to moderate income (LMI) individuals
    - LMI individuals often do not have the resources to access training to improve their skills and economic situation.
- Unemployed individuals
    - There are a record number of unemployed individuals who have quit looking for work because they do not have the skills needed to obtain employment.
    - Employers indicate that workers who seek employment need more advanced skills, which can be obtained through the programs offered at the Center.
- Underemployed individuals
    - Underemployed individuals are those working in low-wage jobs, but have the desire to improve their situation. These individuals need access to training.
- Veterans
    - Many veterans are searching for better employment options. The Center can offer training to the veterans to help enhance or refresh their skills in order to gain improved employment.
- High Risk high school and college students
    - Students often require basic skills and training to enter the workforce.

The Center's intention is to provide classes to a minimum of 750 LMI individuals in the first five years of operation for the equipment purchased. For every $3,500 spent on equipment, one LMI student must be served/trained through Center. With an estimated $2.6M expenditure, the Center project approximately 750 participants over five years.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (e) Public Services, and will utilize the National Objective of Low-Moderate Income, Limited Clientele.

**Long-term Recovery from Specific Disaster**

The primary mission of the Center is education, business assistance and job creation, specifically targeting low to moderate (LMI) income levels in the community. Many of these LMI individuals are veterans, unemployed and underemployed individuals in critical need of

expanded skills and targeted training. Since most of the area's government, social and other support services are located in Joplin, the City has attracted lower-income, homeless individuals and families that depend on those services. The proposed Center's location in downtown Joplin is in close proximity, within walking distance, to those greatest in need.
The Center will provide access to essential trainings that will help improve the City of Joplin's economy.

## JUVENILE DETENTION CENTER

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Jasper County Juvenile Court System |
| Budget: | $350,000 |
| Geographic Area: | City of Joplin: Tornado Area |
| Applicant Eligibility: | LMI Limited Clientele |
| Start/End Dates: | January 2016 – January 2018 |
| Performance Outcomes: | Reduce juvenile offenders from having reoccurring offenses using a non-punitive approach, utilizing services and treatment that rely on more of a family oriented intervention approach. |

**Basis for Allocation**

The Jasper County Juvenile Detention Center provides housing and alternative treatment (counseling services, life skill lessons) to juvenile offenders that reside in Jasper County. Traditionally, the Juvenile Detention Center is a "front-line" intervention facility that is utilized to keep juvenile offenders from offending further and for "holding" offenders until other intervention services can be initiated. The current Juvenile Detention Center provides a variety of services for Joplin students and their families which include providing alternative school setting, tutoring, certified teachers, nutritional meals, hygiene services, supervision, assessment, recreational services, mentoring and service learning program, truancy/diversion program, all of which are interventions within the large continuum of best practices for juvenile services. This continuum of intervention allows for individualized treatment plans for youths and their families which have been beneficial over the years.

Since the May 2011 tornado, the Center has recorded an increase in referrals from the Juvenile Circuit court system, resulting in greater demand for the services required for these interventions. The formal court referrals in Jasper County peaked in 2012 with 986 formal juvenile filings, 96% of the filings were Joplin youths and their families. The truancy referrals also peaked in 2012 with 573 referrals; 63% of the referrals were Joplin students. The Diversion court numbers have also increased each year as the program has grown serving 196 families since 2010, 85% of the children being served are from Joplin Schools. The Detention Center has realized that juveniles who experienced the tornado and its aftermath are in need of skills to mitigate anxiety, to enhance coping skills and to develop problem solving skills.

As the Center continues to see an increased need for interventions as well as prepare for on-

going demand in programming over the next 6-8 years (as indicated by Ozark Mental Health Center and research literature on disaster trauma), they are proposing an increase in the delivery of their services in the Joplin area. Through the four years post-tornado, the Jasper County Juvenile Court has created a new model of serving juveniles. Nationally, there is an initiative to 'divert' juveniles away from the detention services and instead implement services that are restorative rather than punitive, therapeutic, and family focused. Jasper County Juvenile Court has a five year history with their Diversion Court program. The program utilizes a multi-disciplinary approach to creating interventions that are individualized and less punitive, rather than locking the juvenile offender in a detention cell. The Jasper County Juvenile Court intends to implement more interventions to better serve the disaster affect juveniles and their families. The National trend is that fewer juveniles are re-entering the system when non-punitive approaches are utilized (lower recidivism rates). Although not conclusive, the recent reduction of new cases in Jasper County annually can be viewed as an indicator of this trend.

The Center plans to use the CDBG-DR funds received to provide salary and benefits for one recreation/therapeutic aide, two paraprofessional teacher's aides, and one qualified mental health professional (preferably a Master's level Social worker or Counselor) to provide evaluations and deliver programming needs. The Center will also provide services to process and "match" juvenile offenders with the appropriate community treatment providers in a timely manner as well as have the ability to respond immediately to crisis concerns within the Center.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (e) Public Services, Mental Health Services and will utilize the National Objective of Low-Moderate Limited Clientele.

**Long-term Recovery from Specific Disaster**
The Alternative services being provided through the Juvenile Detention Center will aid in the long-term community recovery by providing needed counseling services for Joplin youth and their families. The public service being provided will help prevent or reduce the number of youths entering into the formal adjudication system and help to develop responsible law abiding citizens. By expanding the programming through the assistance of the CDBG-DR funds, the Center will ultimately help provide positive social and economic benefits to the City of Joplin.

## OZARK MENTAL HEALTH SERVICES

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Ozark Comprehensive Behavioral Mental Health Services Center |
| Budget: | $110,000 |
| Geographic Area: | City of Joplin: Tornado Area |
| Applicant Eligibility: | LMI Limited Clientele |
| Start/End Dates: | December 2015 – December 2017 |
| Performance Outcomes: | Provide mental health services to LMI individuals and families in the City of Joplin who suffer from conditions related to the May 2011 |

tornado

**Basis for Allocation**

The Ozark Comprehensive Behavioral Mental Health Services Center ("Ozark Center" or "Center") is a nonprofit entity of the Freemen Health System. The Ozark Center has approximately 500 employees in 30 different locations in southwest Missouri and includes service areas in Jasper County. The main goal of the Center is to improve the health of the communities served by providing contemporary, innovative, trauma-informed, quality healthcare solution. The Commission on Accreditation of Rehabilitation Facilities (CARF), which is an independent international agency monitoring quality in mental health services, has given the Ozark Center the highest accreditation score possible. The Ozark Center is also certified and licensed by the Missouri Department of Mental Health. Through innovation, pursuit of grants, and fundraising activities the Center continues to expand services and programs provided. The Center is currently located at 1105 E 32nd Street in Joplin, which is in the heart of the tornado impacted area. The Center is also the area's largest and most comprehensive behavioral healthcare provider and has qualified staff that provide effective, caring and confidential services for adults, families and children, including:

- 24 hour Crisis services
- Individual, group and family therapy
- Residential care
- Inpatient/Outpatient Psychiatric services
- Substance abuse/addiction
- Support groups
- In-home support

The Ozark Center will provide in-patient and out-patient mental health services to Joplin children and adults within the LMI population who suffer from conditions related to the May 2011 tornado. Services will be provided to both uninsured and underinsured LMI individuals to help combat conditions related to trauma as a result of the tornado, some of which include post-traumatic stress disorder, anxiety disorders, depression, and substance abuse. Approximately 70% of the Ozark Center's clientele are considered LMI; of this number approximately 30% of clientele are uninsured. According to a recent study conducted by the University of Missouri, post-traumatic stress disorder (PTSD) in Joplin rose from 12.26% at 6 months post-disaster to 26.74% at 30 months post-disaster. Research results indicate that long term (multi-year) community disaster mental health monitoring, assessment, referral, and outreach services are needed following such an event.

The Center has also documented an increase in call volume at their Access Crisis Intervention (ACI) center. In 2009 and 2010, the Center averaged 10.16 and 11.39 crisis calls respectively during the day shift. In 2012, the Center averaged 23 calls per day time shift. In comparison to 2009, the 2012 call volume shows a 57% increase in day time calls and in comparison to 2010 the 2012 call volumes shows an increase of 52%.

To-date, psychiatric and other non-substance abuse services at Ozark Center have seen a 107%

increase over 2010. Children's mental health outpatient services in 2012 saw an increase of 191% over the services offered in 2009 and 105% over the services offered in 2010 and 51% over the services offered 2011.

**CDBG Eligibility and National Objective**
This Activity is eligible under 24 CFR 570.201 (e) Public Services, Mental Health Services and will utilize the National Objective of Low-Moderate Limited Clientele.

**Long-term Recovery from Specific Disaster**
This project will provide funding to the Ozark Center to support its increased capacity for providing mental health services to LMI individuals and families in the City of Joplin. The Center will support the overall community recovery by addressing the continued health needs of youth and adults due to the May 2011 tornado.

## MENTAL HEALTH PROGRAMS

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | Joplin School District |
| Budget: | ~~$332,730.00~~ $331,397.00 (CDBG)* |
| Geographic Area: | Joplin School District (parts of Jasper/Newton County) |
| Applicant Eligibility: | Any individual in need of programs as determined by School District Staff |
| Start/End Dates: | November 2013 – June 2014 |
| Performance Outcomes: | Approximately 1,000 Students assisted |

*$1,333 moved from this budget to Sanitary Sewer Activity

**Budget Details:**

| STAFF | Salary + Benefits for 11 Months | Joplin School 3 months Funded | CDBG Request – 8 Months |
|---|---|---|---|
| 1 FTE Director: | $78,000.00 | $21,270.00 | $56,730.00 |
| 2 FTE Mental Health Counselors: | ~~$203,500.00~~ $135,667.00 | ~~$55,500.00~~ $37,000.00 | ~~$148,000.00~~ $98,667.00 |
| 5.5 FTE School/Family Liaisons (formerly Case Managers and Check & Connect): | ~~$176,000.00~~ $242,000.00 | ~~$48,000.00~~ $66,000.00 | ~~$128,000.00~~ $176,000.00 |
| Total: | ~~$457,500.00~~ $455,667.00 | ~~$124,770.00~~ $124,270.00 | ~~$332,730.00~~ $331,397.00 |

**Basis for Allocation**

For two years Joplin Schools has been able to help meet the social and emotional needs by having ancillary professional staff to help students and families still suffering the effects of the tornado. After the tornado, we, the leaders of Joplin Schools, quickly came to understand the extent to which many students and staff had been traumatized. The lives of our children, their

families, and the staff had been changed forever. Returning to the "daily business" of successfully educating children would require more extensive support and expertise than that in place in the pre-tornado school world. Based on the experience of others who had undergone similar disasters, national consultants and the research literature on overcoming trauma, we anticipated one half to a third of our students and staff might experience Post Traumatic Stress Disorder (PTSD) or symptoms of trauma-related anxiety, fear, confusion, and/or depression severe enough to require direct attention. As we investigated those similar situations, we also learned the psychological effect of trauma could become deep-rooted and reoccurring.

Currently Joplin Schools has 7,400 students and approximately 1,200 staff. Referrals from students, parents and staff have assisted us with the identification of distressed students, as have disciplinary referrals, attendance and grade data. In Academic Year 2011-2012 mental health professionals employed by Ozark Mental Health Center served over 2,200 children in our schools while referring many for individual professional counseling in the community. Many students were on long wait lists and needed the support of the school.

This year over 1300 students were served by Project HOPE direct mental health interventions. We have successfully kept students in the regular classroom environment avoiding special education by supporting teachers with strategies to prevent educational disruptions. Families of students have been helped with avoiding homelessness from resource linkages in the community. Emergency assistance has been provided for vital psychological medication for students. Therapy groups have been formed to meet the needs of students to reduce anger and aggression, self-harm, and violent relationships. These groups have helped students to set a path of healthy relationships for their future. Our mental health professionals have collaborated with Mercy Hospital at their community dinners. We have connected with over 300 Joplin Schools' families during these dinners.

Additionally, Check and Connect - a dropout prevention program - was implemented by 5 case managers. They worked with over 100 secondary level students and their families to remediate barriers to school attendance and academic success.

Since these data and the conclusion of research reinforce the need for continued support, we anticipate needing approximately 8.5 mental health professionals to meet the needs of at least 1,000 students we believe will need services.

**CDBG Eligibility and National Objective**

This Activity is eligible under 24 CFR 570.201 (e) Public Services, and will utilize the National Objective of Low-Moderate Income Clientele. The Joplin School District will collect Income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

**Long-term Recovery from Specific Disaster**

Our future goal is to continue with professional mental health counseling, case management and dropout prevention strategies. Additionally we desire to develop strong social and emotional skills within the general curriculum so that all students will have resiliency strategies for use in

their future. As the home environment sets the stage for school success, we desire to build stronger partnerships with parents, especially those who are experiencing social and emotional distress.

## PLANNING & ADMINISTRATION

## PROGRAM ADMINISTRATION & PLANNING

**Program/Activity Details**

| | |
|---|---|
| Administering Entity: | City of Joplin / Hired Contractor |
| Budget: | ~~$8,687,806.00~~ $9,171,806.00 |
| Geographic Area: | City of Joplin; Tornado Area |
| Applicant Eligibility: | N/A |
| Start/End Dates: | Ongoing |
| Performance Outcomes: | Support grant management and execution |

**Basis for Allocation (Administration)**

All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

**Basis for Allocation (Planning)**

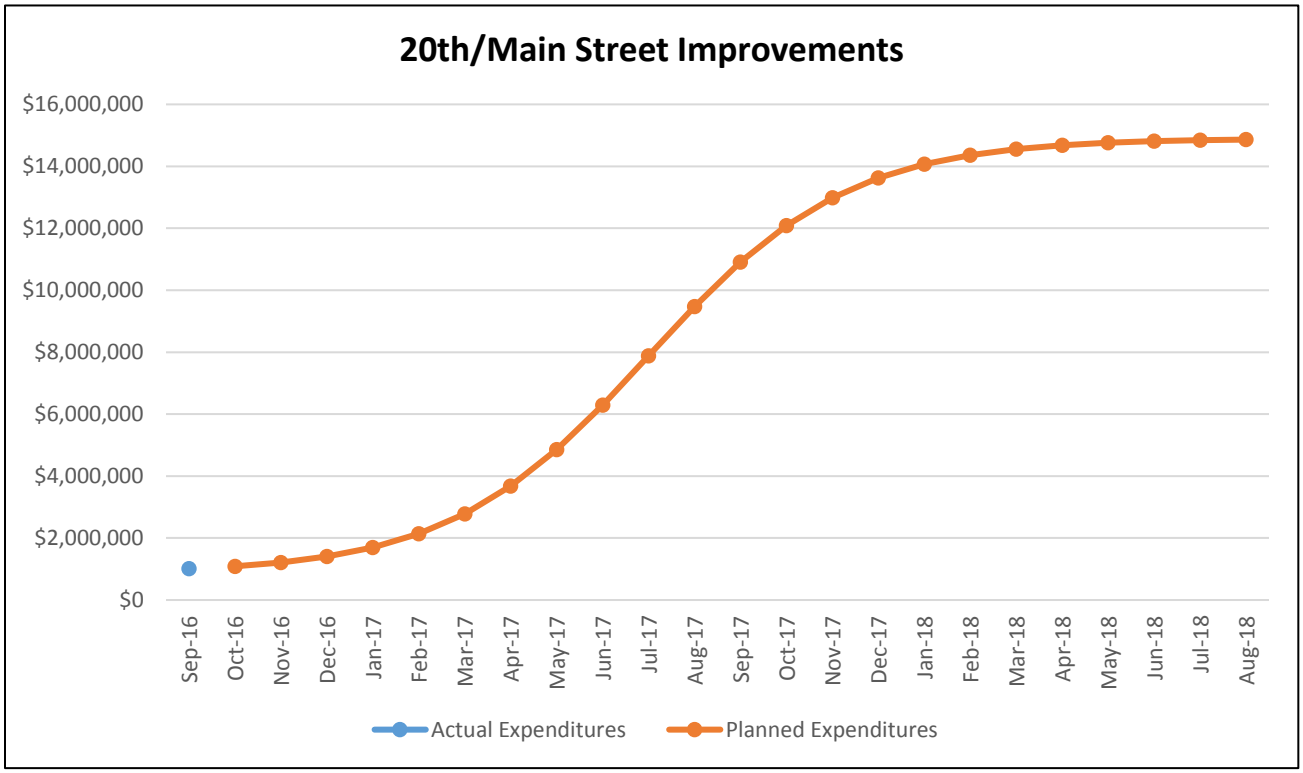
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

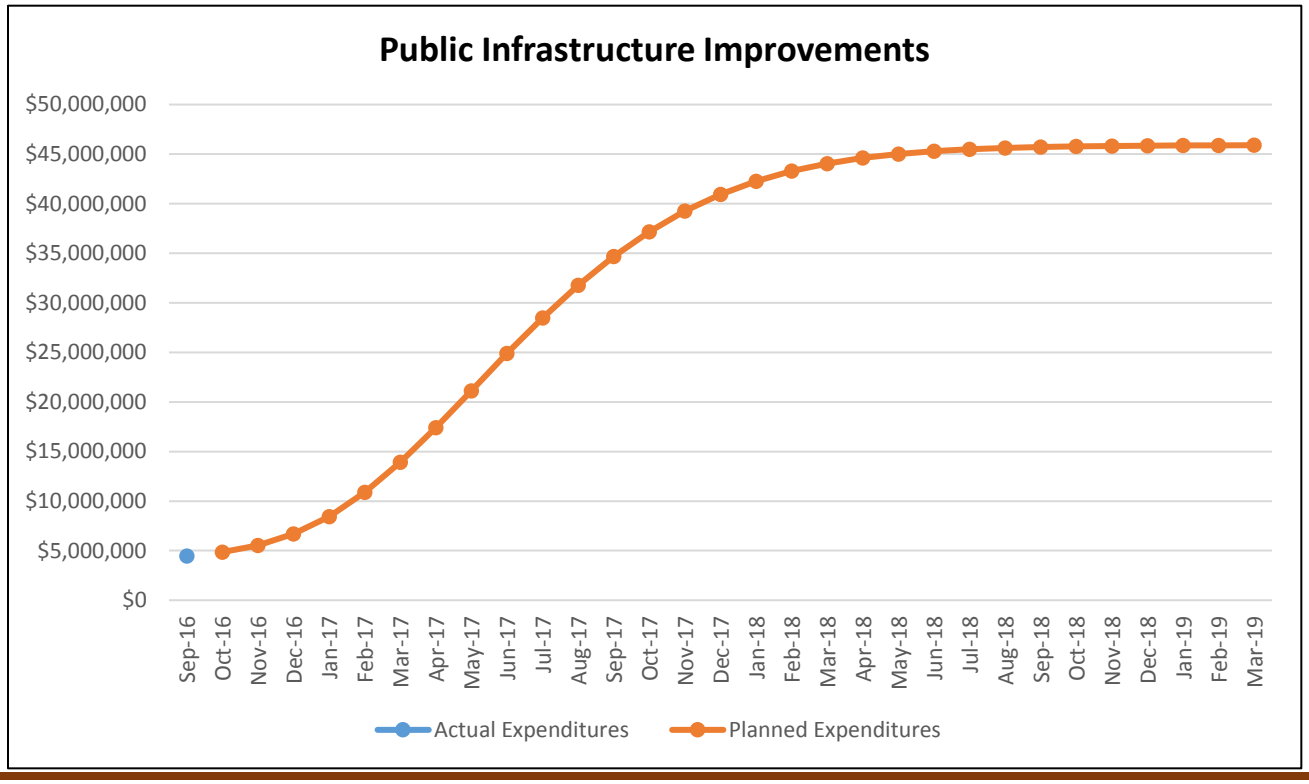
Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

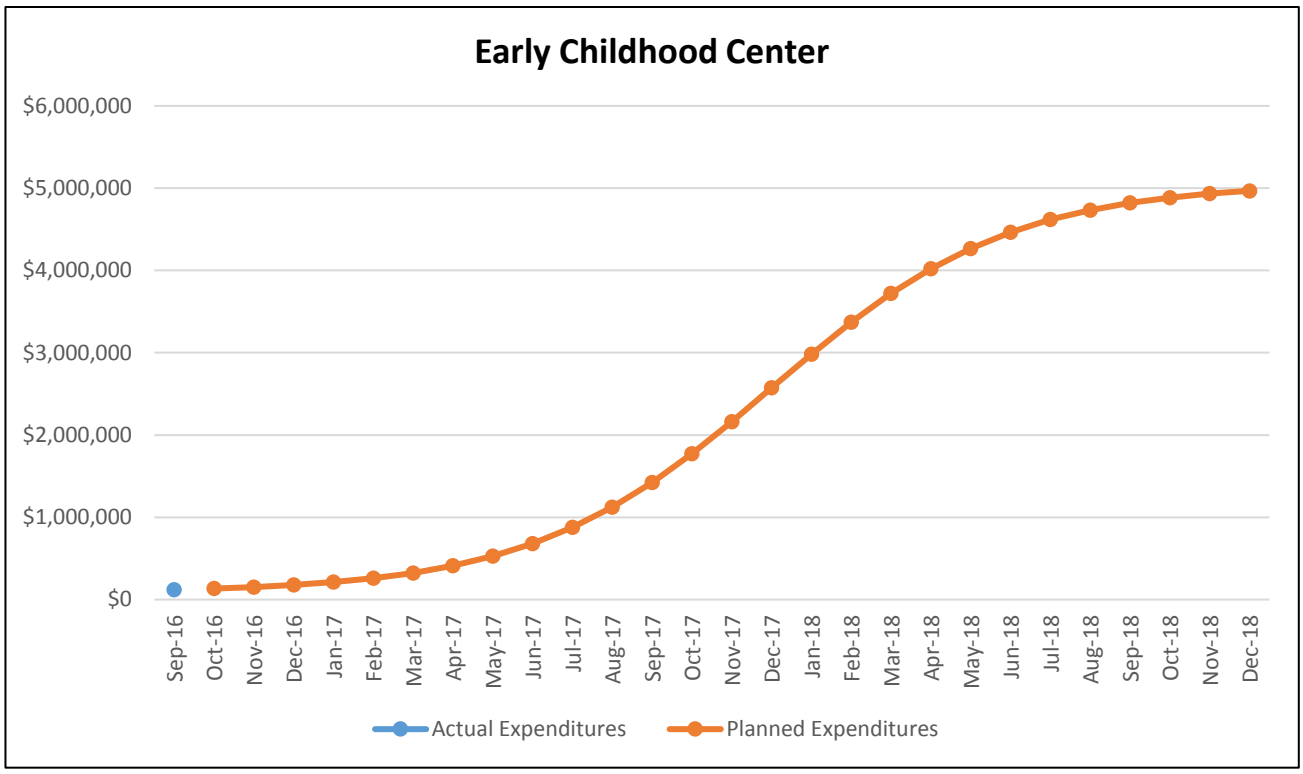
**CDBG Eligibility**

These activities are eligible under Program Administration and Planning.

# IX. PERFORMANCE SCHEDULES




Early Childhood Center
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$3,000,000
$2,000,000
$1,000,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
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Jan-18
Feb-18
Mar-18
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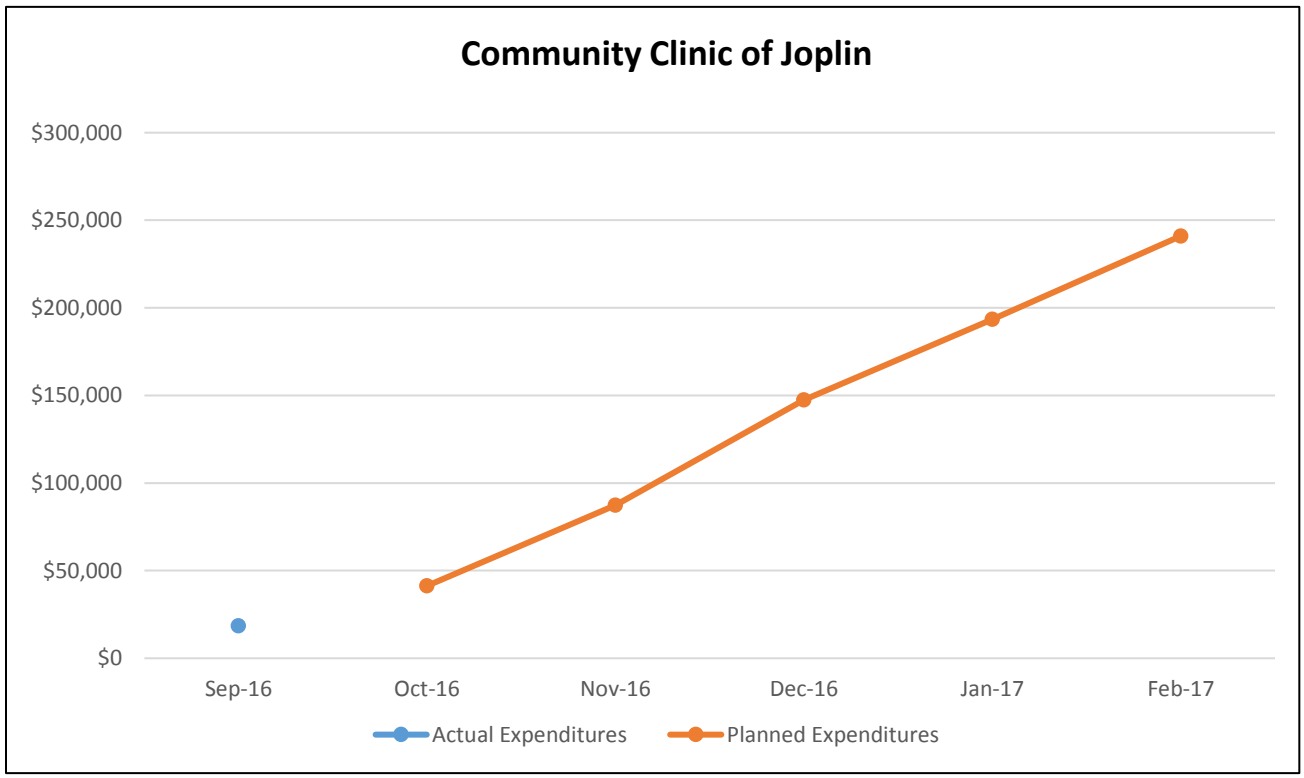
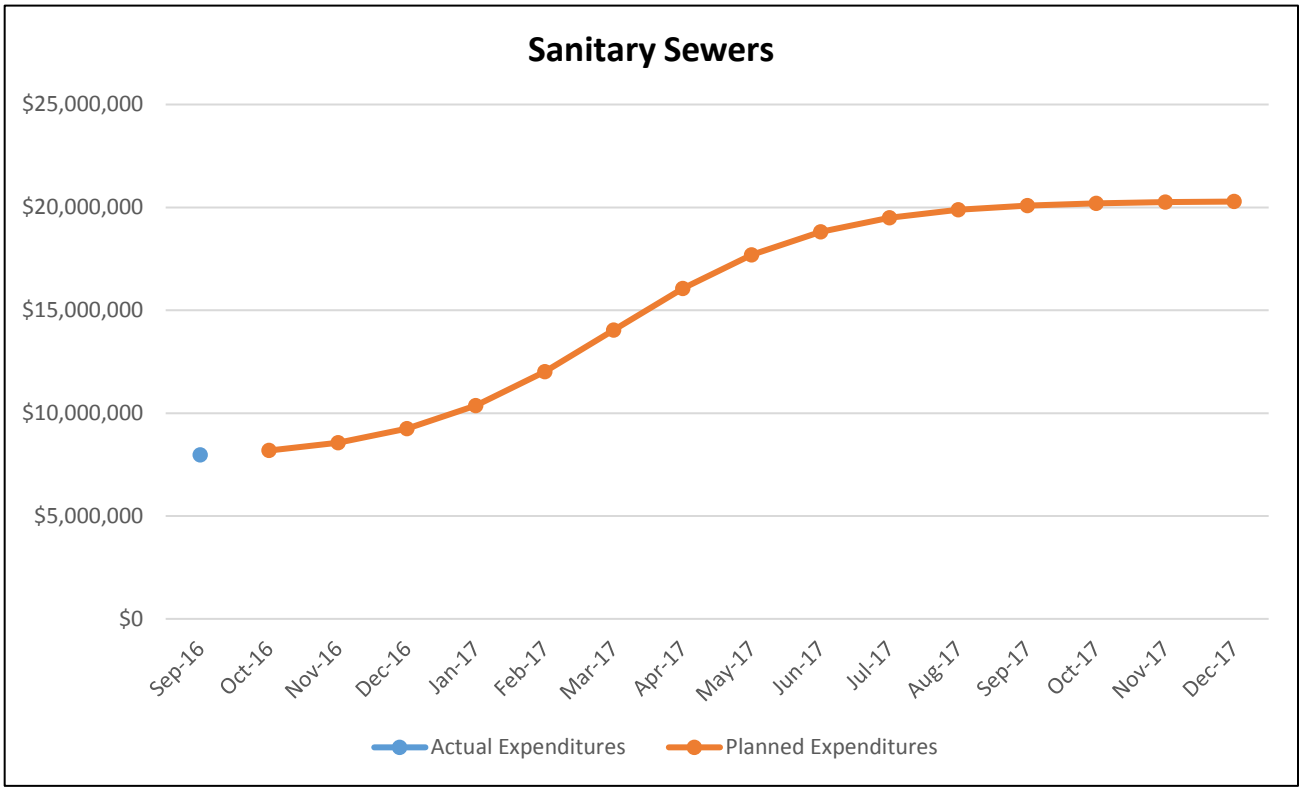
Actual Expenditures
Planned Expenditures


Community Clinic of Joplin
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Actual Expenditures
Planned Expenditures


Sanitary Sewers
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
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Mar-17
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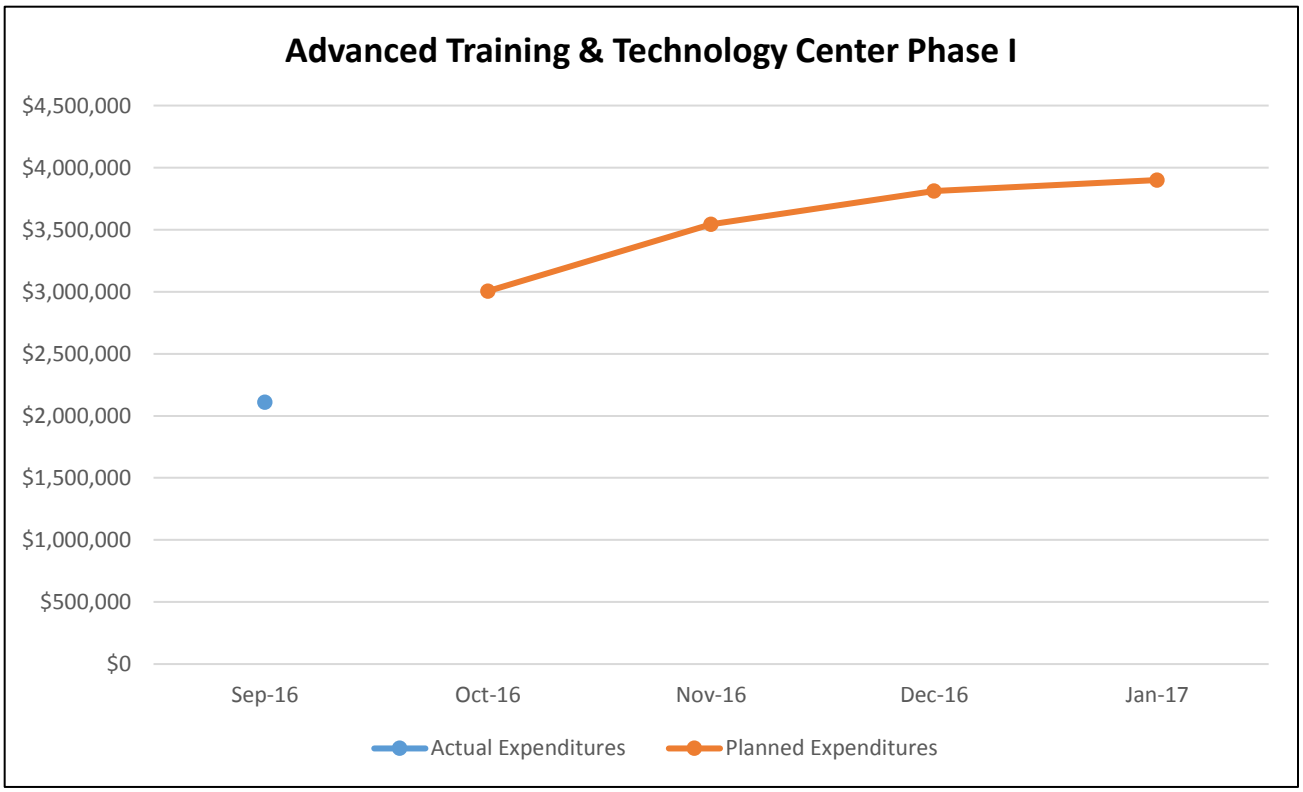
Planned Expenditures


Advanced Training & Technology Center Phase I
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$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
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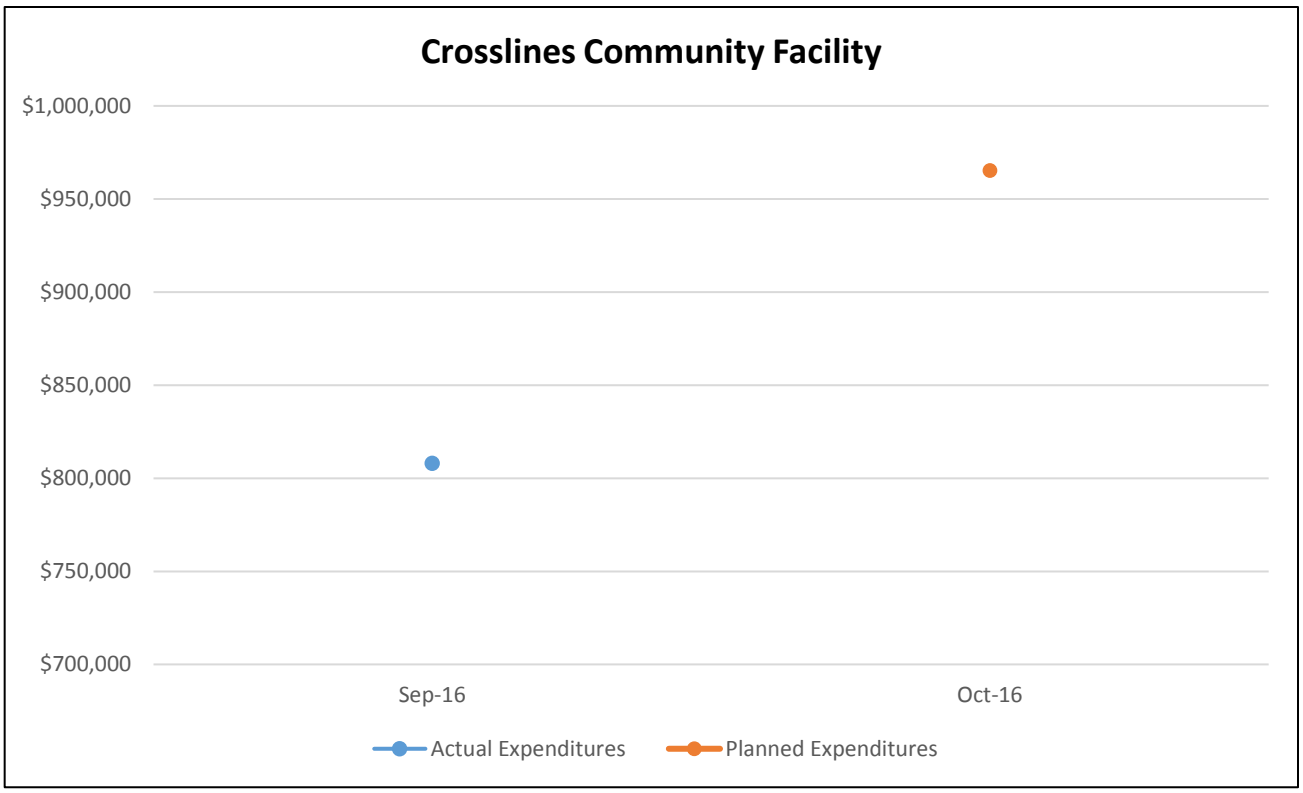
Nov-16
Dec-16
Jan-17
Actual Expenditures
Planned Expenditures


Crosslines Community Facility
$1,000,000
$950,000
$900,000
$850,000
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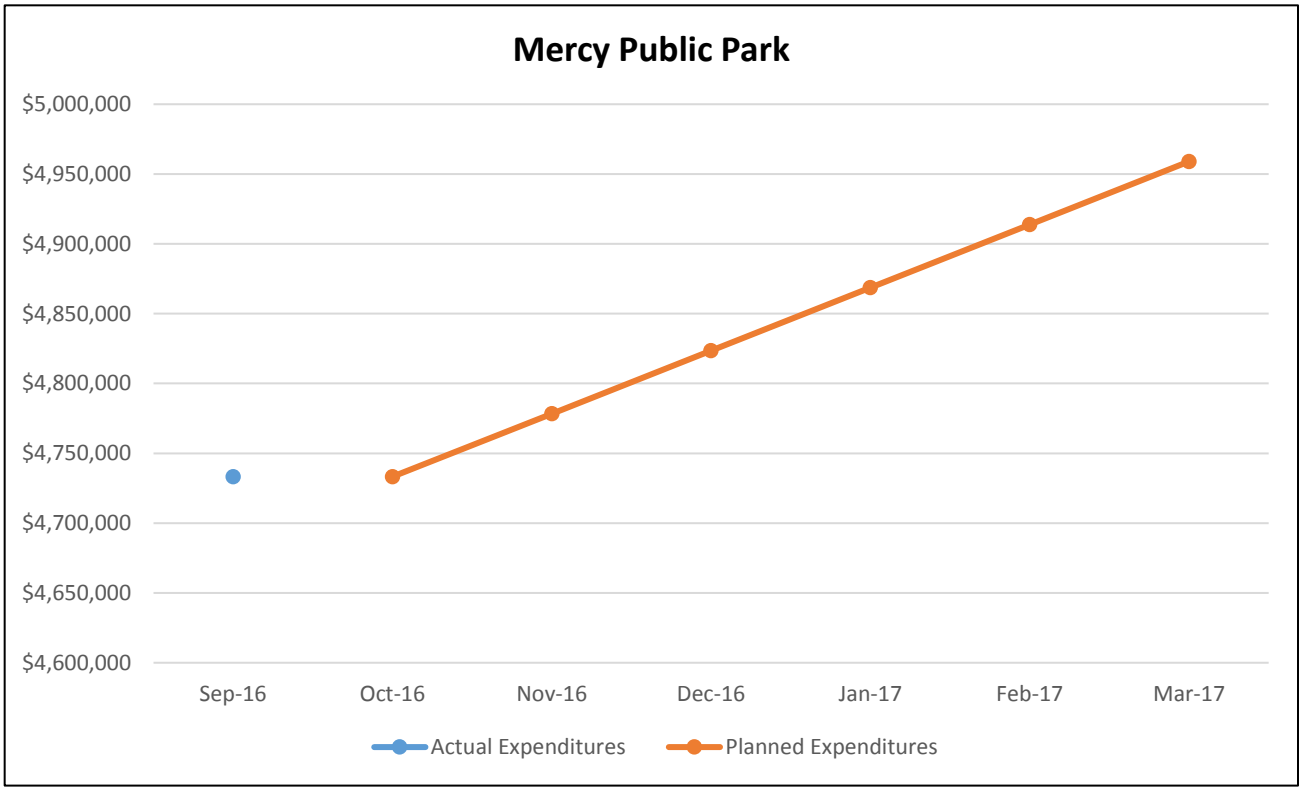
$750,000
$700,000
Sep-16
Oct-16
Actual Expenditures
Planned Expenditures


Mercy Public Park
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$4,950,000
$4,900,000
$4,850,000
$4,800,000
$4,750,000
$4,700,000
$4,650,000
$4,600,000
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
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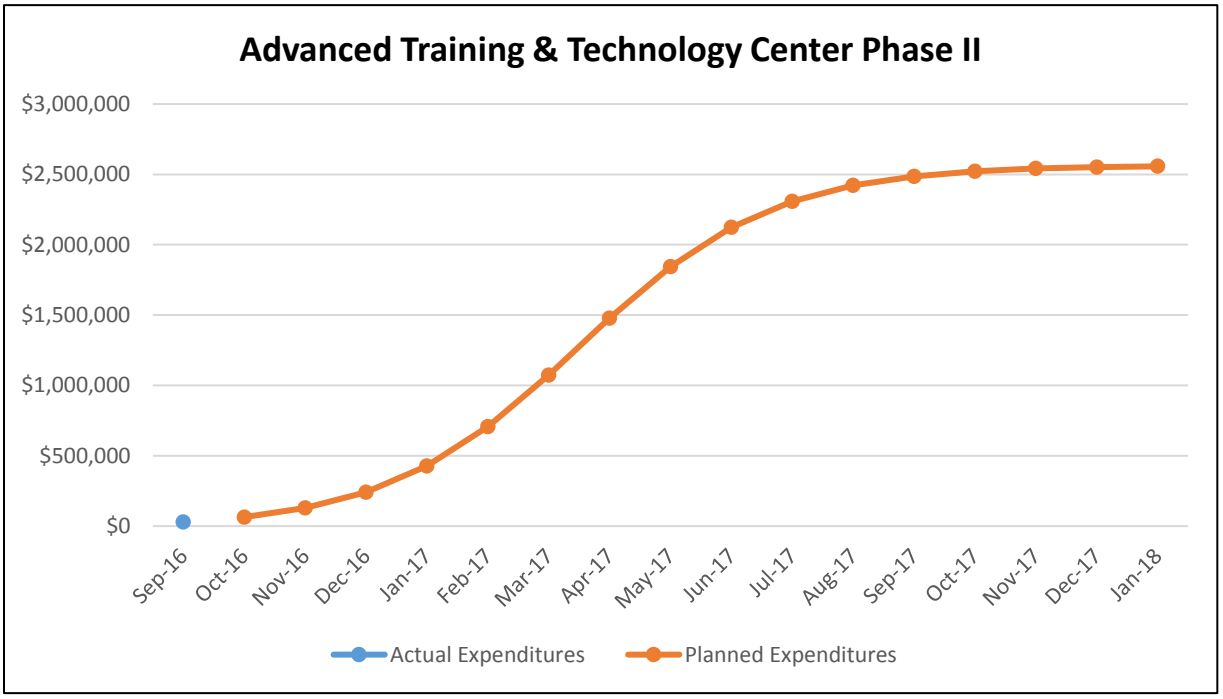
Planned Expenditures


Advanced Training & Technology Center Phase II
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$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
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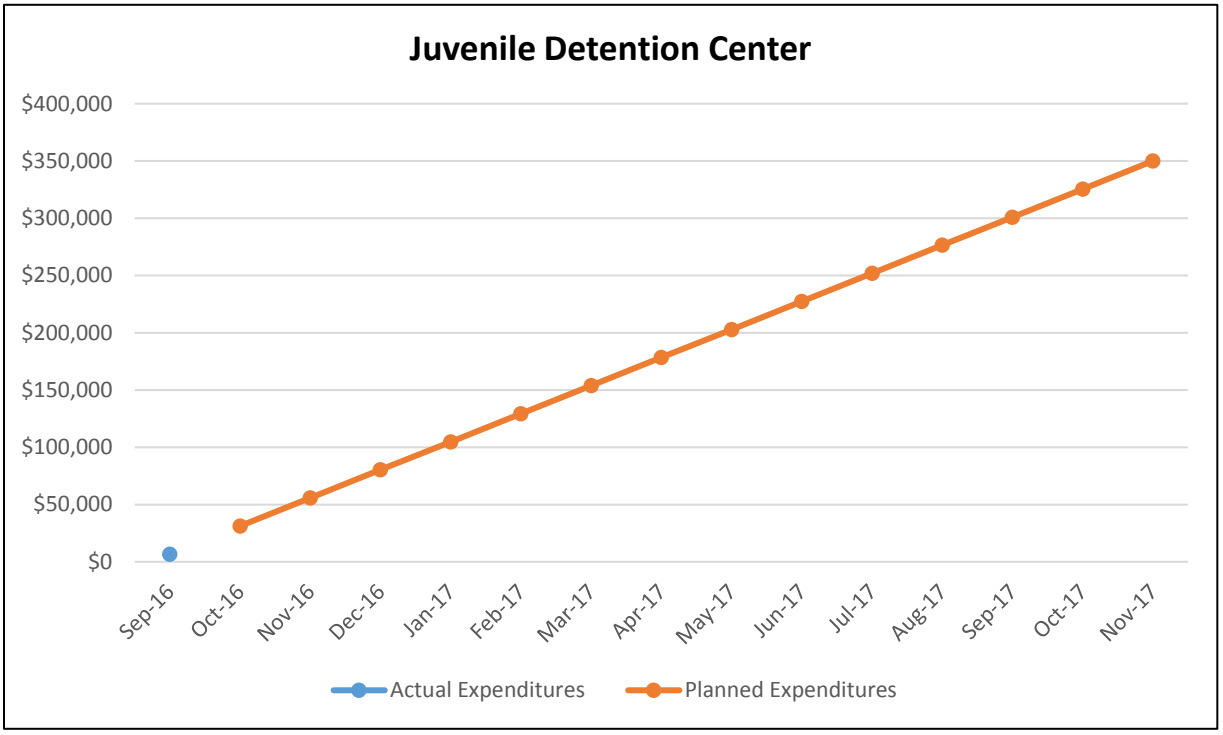
Jan-18
Actual Expenditures
Planned Expenditures


Juvenile Detention Center
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
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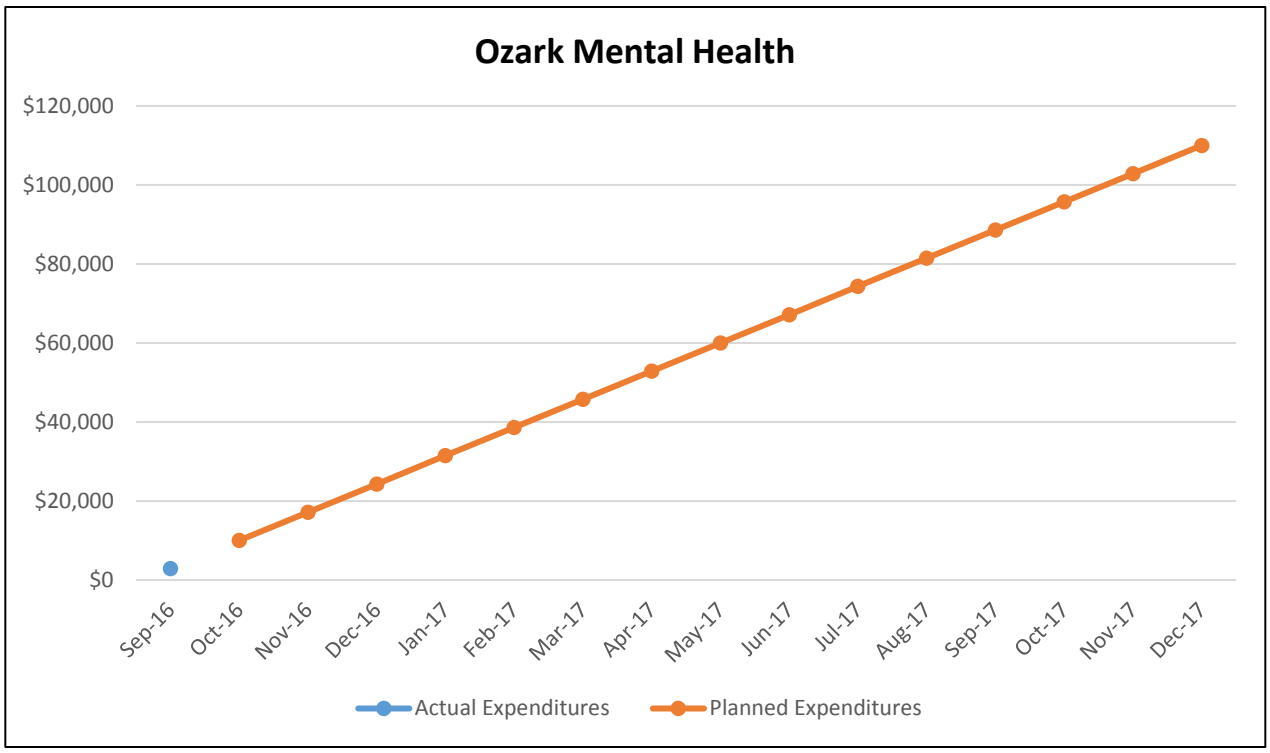
Nov-17
Actual Expenditures
Planned Expenditures


Ozark Mental Health
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$100,000
$80,000
$60,000
$40,000
$20,000
$0
Sep-16
Oct-16
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Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
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Jun-17
Jul-17
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Sep-17
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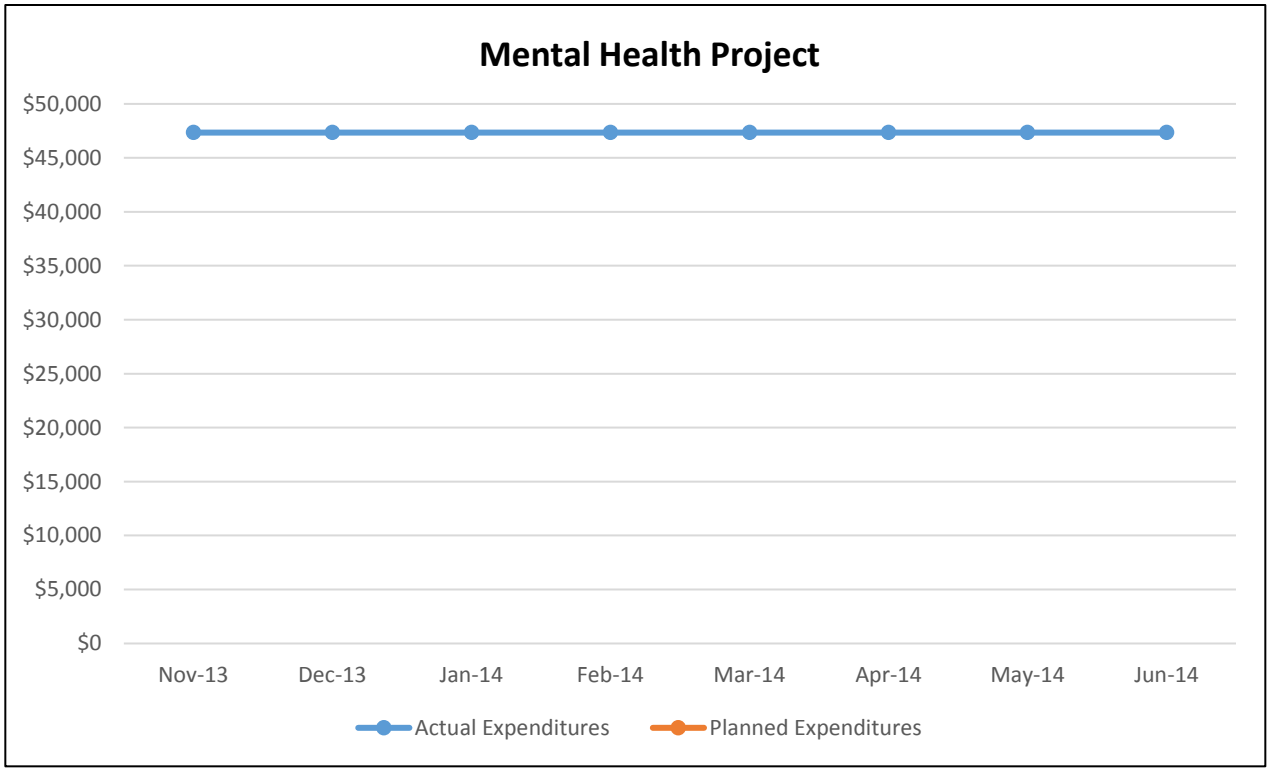
Dec-17
Actual Expenditures
Planned Expenditures


Mental Health Project
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$45,000
$40,000
$35,000
$30,000
$25,000
$20,000
$15,000
$10,000
$5,000
$0
Nov-13
Dec-13
Jan-14
Feb-14
Mar-14
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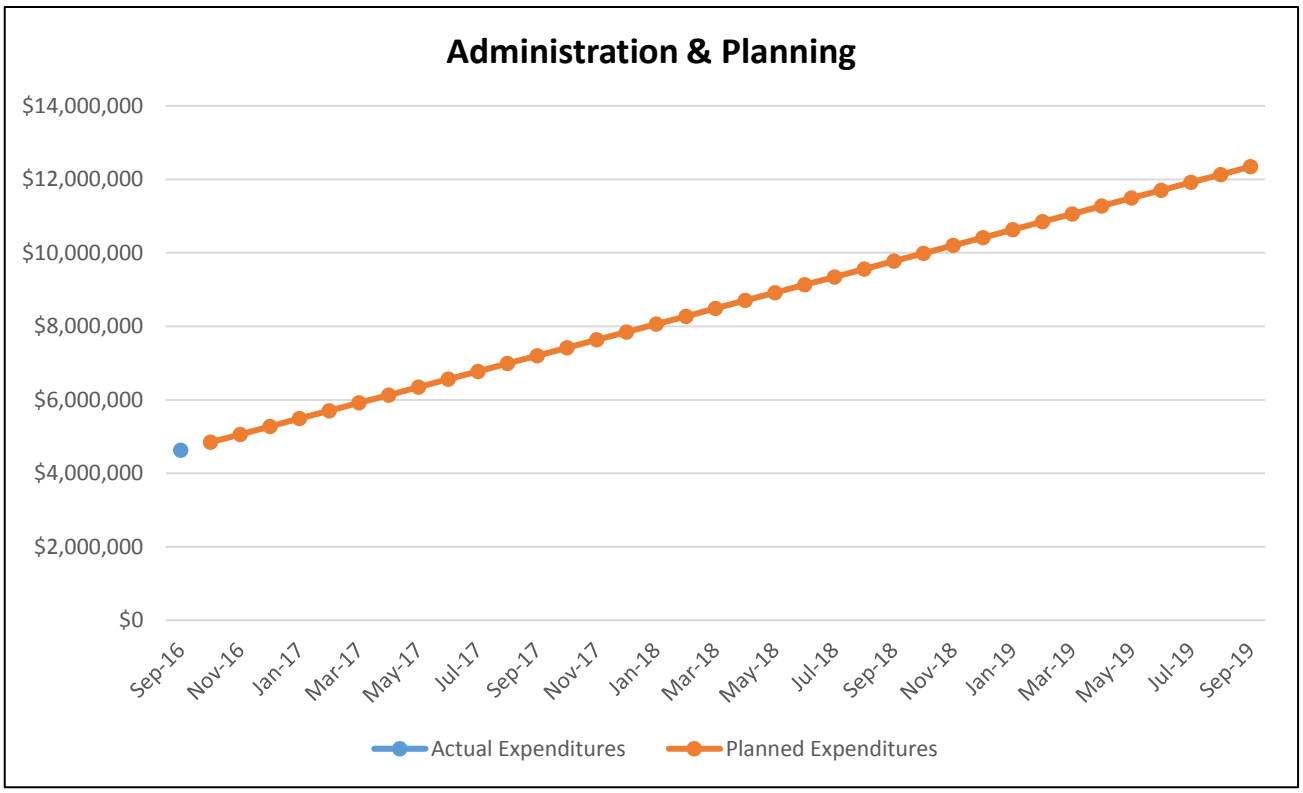
May-14
Jun-14
Actual Expenditures
Planned Expenditures




# X. PUBLIC COMMENT

**PAP 8**
The City of Joplin provided prominent posting on the City's official website beginning on May 7, 2017 indicating written comments would be accepted through May 15, 2017 at 5:00 p.m.

No comments were received.

**PAP 7**
The City of Joplin provided prominent posting on the City's official website beginning on May 13, 2016 indicating written comments would be accepted through May 20, 2016 at 5:00 p.m.

No comments were received.

**PAP 6**
The City of Joplin provided prominent posting on the City's official website beginning on October 25, 2015 indicating written comments would be accepted through November 2, 2015 at 5:00 p.m.

No comments were received.

**PAP 5**
The City of Joplin provided prominent posting on the City's official website beginning on August 10, 2015 indicating written comments would be accepted through August 17, 2015 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

No comments were received.

**PAP 4**
The City of Joplin provided prominent posting on the City's official website beginning on July 15, 2015 indicating written comments would be accepted through July 22, 2015 at 5:00 p.m. No comments were received.

No comments were received.

**PAP 3**
The City of Joplin provided prominent posting on the City's official website beginning on October 13, 2014 indicating written comments would be accepted through October 20, 2014 at 5:00 p.m. The City also presented activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

One comment was received by telephone during the City's 7-day comment period. A summary of the comment and the City's response are noted below.

On October 20, 2014 a verbal comment was received by the Planning and Community Development Department from Terry and Ray Malcolm regarding the Early Childhood Center activity. They own a private, licensed daycare center and are concerned that an Early Childhood Center will put their daycare facility out of business. We explained how the deficiency in daycare providers post tornado was calculated. They were strongly encouraged to place their concern in writing and we would further respond in writing and forward their concern and the City's response to HUD. They have elected not to do so at this time.

**PAP 2**
The City of Joplin provided prominent posting on the City's official website beginning on August 9, 2014 indicating written comments would be accepted through August 16, 2014 at 5:00 p.m. for the Partial Action Plan #2 (Third amendment to the Initial Action Plan dated October 23, 2013).

No comments were received during the comment period.

**Initial Action Plan**
The City of Joplin provided prominent posting on the City's official website beginning on

August 9, 2013 indicating written comments would be accepted through August 19th at 5pm. The City also presented the activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013 and July 1, 2013.

One comment was received from the Joplin Housing Authority during the City's 7-day comment period. A summary of the comment and the City's Response is noted below.

**JOPLIN HOUSING AUTHORITY COMMENT SUMMARY**

1) **HOUSING AUTHORITY COMMENT**
The Housing Authority wished to clarify that they have submitted a request for rental assistance as well as for property repairs (parking lots and general landscaping) that were not covered by property insurance or FEMA.

**CITY RESPONSE**
The City was aware of these requests that were made verbally before an official written response was made. Although the Housing Authority's written request was received (on August 7, 2013) after the majority of the preparation for this Action Plan occurred, the City has continued to research all items in the request. This research included the Rental Assistance mentioned in this Action Plan as well as the parking lot and landscaping needs of the facilities. The City is currently in discussions with its consultant and with HUD to determine what items in the request would be eligible. At this point, the City anticipates that whatever portion of these requests are deemed to be eligible will be covered with from the City's Round I ($45M) CDBG-DR funding.

2) **HOUSING AUTHORITY COMMENT**
The JHA is authorized for 497 Housing Choice Vouchers and 35 Veterans Affairs Supportive Housing Vouchers. There was a great difficulty in using these vouchers after the tornado because of the shortage of housing available to be part of the affordable housing market. With the addition of new MHDC tax-credit units in the past year, the Joplin market loosened up and leasing rates have risen although all vouchers are still not utilized. Through use of a post-tornado agreement, the JHA is still using some of its vouchers outside of the City Limits.

When combining the budget for the City's first round ($45M) and the City's second round ($113M), the amount dedicated to housing activities is $31.75 million which is about 20% of overall funds awarded. There is much of the remaining budget committed to infrastructure though, which is needed of course and will help to support any housing efforts.

All of the City's proposed projects have merit and 20% may be an appropriate amount to go toward housing activities, but it's not clear to me how that decision is being made. The author of the Action Plan admits that "there is a discrepancy between the goals set by the Novogradac (housing study consultant) study to ensure that the current population has its

housing needs met and the goal set by the City to maximize the redevelopment of vacant lots", going on to say that "the City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point". It appears that the City has decided to commit less to housing activities than Novogradac suggests is needed. If the City's decision about funding for housing activities is based on a study performed in 2011, or on a study performed more recently but without input from all appropriate community partners, I would recommend a new study be performed (by Novogradac or another expert).

**CITY RESPONSE**

The City did utilize a 2011 Novogradac Housing Study as well as a 2012 update to that study to inform its decisions on level of housing funding. This updated study does include the interviews with community partners that were mentioned by the Housing Authority to occur in June of 2012. However, the comment that the City has decided to commit less to housing activities than Novogradac suggested is actually the opposite of what occurred. The following quoted portion of the plan, "there is a discrepancy between the goals set by the Novogradac (housing study consultant) study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots", was meant to show that the city actually allocated more funds to housing activities in the Round I ($45M) Action Plan than were recommended in the 2012 Novogradac Study.

The City was comfortable in doing this because it took a stance to provide a large amount of funding that would be utilized on a demand-basis through the Joplin Homebuyer's Assistance Program (J-HAP). This program is designed to help attract individuals to the area and to repopulate the vacant lots mentioned in the above quote. In funding this demand based activity, the City felt confident that it could address the demand for the Novogradac study and allow for potential population growth and repopulation of the tornado-affected area without overbuilding the housing market.

**3) HOUSING AUTHORITY COMMENT**

The Housing & Neighborhoods Sector of the Citizens Advisory Recovery Team (CART) is referenced in the Action Plan. This group is (or was) a cross-section of housing-related experts and professionals, and the members are a good resource for discussions about planning. I was a Co-Chair of the committee as it became part of CART, but we had started assembling prior to the CART effort and were already involved individually in overall recovery efforts by then. We were very active for a year after the tornado, but haven't met as a group (to my knowledge) since September of 2012.

**CITY RESPONSE**

The CART was mentioned in this Action Plan in order to recognize the efforts of the many professionals that worked hard to create the CART's Next Steps Plan. This plan has been and continues to be a guiding document for the City in its efforts for redevelopment. The City appreciates the efforts that were made and will continue to consult with the individual

members as recovery continues.

**4) HOUSING AUTHORITY COMMENT**

Many of the tornado-affected blocks in the neighborhoods where Habitat For Humanity and other non-profit organizations have been able to replace homes, which are in the core of the community, appear to have lots that could be part of a planned effort to finish the neighborhoods. I am not aware of such an effort and have concerns that the private homebuilding market may not provide finished neighborhoods in those areas for a long while. Members of the Housing & Neighborhood Sector would be a good group to consult (collectively or independently) for planning such an effort. The Housing Authority would likely be willing to partner as needed (and feasible and eligible).

**CITY RESPONSE**

A planned effort to finish the in-fill of redeveloping neighborhoods is a legitimate idea. This is something that the City is willing to consider and would welcome further detail on such a plan. At this point, the City's J-HAP program is the avenue through which the City is attempting to have a similar effect. While the program does not dictate exactly which lots the homebuyer's are to build, all funding is directed in the Tornado Path area. This program was developed after careful consideration of multiple factors that include increased management, administrative, and labor costs for activities that would fund the actual construction of units rather than assisting in the purchase of units through a Homebuyer's Assistance Program.

# XI. ACCESIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48) hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

# XII. CERTIFICATIONS AND SF-424

The necessary SF-424 and Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

# XIII. APPENDICIES

# *Appendix A – CERTIFICATIONS*

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

**A. Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with subrecipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

**B. Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

**C. Lobbying Certification –** The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

**D. State and Local Laws –** The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess (es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

**E. Consistency with Action Plan –** The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

**F. Acquisition and Relocation –** The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

**G. Section 3 –** The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

**H. Public Participation –** The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

**I. Use of Funds –** The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and

distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*)

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate- income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

**J. Civil Rights --** The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

**K. Excessive Force --** The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

**L. Capacity --** Each unit of local government receiving a direct award under this Notice certifies that it (and any subrecipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

**M. Special Flood Hazard Area --** The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

**N. Lead-based Paint --** The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

**O. Applicable Laws --** The grantee certifies that it will comply with applicable laws. **Financial**

**Controls –** The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

_____ _____

Samuel Anselm Date
City Manager

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 15, 2017

Item: CDBG –DR- Round 2 Partial Action Plan 9
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 2 Partial Action Plan 9
2) Resolution No. 2017-006

Department Head: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Resolution No. 2017-006

**DISCUSSION:**

The following is a resolution that authorizes the filing of the Ninth Partial Action Plan, Amendment 21 to the previously approved Initial Action Plan, for the Second Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program through the U.S. Department of Housing and Urban Development (HUD). Partial Action Plan 9 requests that the remaining funds be obligated from the $113,276,000 grant in the amount of $9,200,960 for Public Infrastructure Improvements and $484,000 Program Administration for a total of $9,684,960. This final Partial Action Plan will ensure that the entire $113,276,000 will have been obligated by September, 2017, as required by HUD CDBG-DR regulations.

Public Infrastructure Improvements funding will be increased by an additional $9,200,960. The additional funding will continue to provide for Right of Way acquisition and Surveying, Procurement, Construction Administration, Construction, Construction Management, and Construction Inspection activities associated with twenty-three (23) infrastructure projects in the LMI and Non-LMI zones of the tornado impacted area.

An additional $484,000 will be added to the Program Administration to help fund the management, oversight, and closeout of all current and future activities by September, 2019.

Notice of the amendment has been posted on Sunday May 7, 2017. Any public comments received will be shared with City Council after the seven (7) day period. If approved, the amendment will be forwarded to HUD for their forty-five (45) day review.

| Infrastructure Activities | Partial Action Plan 9 |
|---|---|
| Public Infrastructure Improvements | $9,200,960.00 |
| Program Administration | $ 484,000.00 |
| **Sub Total** | **$9,684,960.00** |

**RECOMMENDATION**:

The staff recommends adoption of this Resolution.

RESOLUTION NO. 2017-006

A RESOLUTION authorizing the filing of a Ninth Partial 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 Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Partial Action Plan for and on behalf of the City of Joplin.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the City of Joplin's Infrastructure was affected by the tornado; and

WHEREAS**,** the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated $113,276,000 in CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS**,** the U. S. Department of Housing and Urban Development (HUD) allows for the submission of a Partial Action Plan to assist communities in complying with the two-year expenditure requirement for these funds; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to Partial Action Plans; and

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

Section 1. That the City of Joplin file a Ninth Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 2) substantially according to Attachment A with the U.S. Department of Housing and Urban Development, such that $9,200,960.00 is being added to the Public Infrastructure Improvements activity and $484,000.00 is being added to Program Administration. The total amount being added this Partial Action Plan is $9,684,960.00.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ Day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: May 15, 2017**
**Council Bill No. 2017-130**

## Item: Construction Contract with Dalton-Killinger Construction for the 8th Street & Patterson Avenue Stormwater Improvement Project.

## Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Contract
4) Council Bill No. 2017-130

Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

**Recommended Action:** Approval of a construction contract with Dalton Killinger Construction in the amount of $184,016.00 (One Hundred Eighty-Four Thousand Sixteen and 00/100 Dollars) for the 8th Street & Patterson Avenue Stormwater Improvement Project funded through the Parks Stormwater Sales Tax.

**Background**: The Parks and Storm Water Sales Tax was approved by voters in 2002. A project to improve and repair the existing storm sewer system that ends at 8th Street and Patterson Avenue was included in the list of approved projects. The existing storm sewer is undersized which results in frequent flooding of Patterson Avenue and 8th Street. The proposed improvements will reduce the flooding by increasing the capacity of the storm sewers to the City standard of a 10% AEP (annual exceedance probability) storm.

**Discussion:** City staff followed the City of Joplin procurement policy. Bids were opened on April 13, 2017 with 10 firms bidding. Dalton-Killinger Construction provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts are signed and weather permits.

**Recommendation:** City staff recommends approval of a construction contract with Dalton Killinger Construction in the amount of $184,016.00 (One Hundred Eighty-Four Thousand Sixteen and 00/100 Dollars) for the 8th Street & Patterson Avenue Stormwater Improvement Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

# BID TABULATION

**PROJECT: 8th & Patterson Stormwater Improvements**
**DATE OF BID OPENING: April 13, 2017**

| CONTRACTOR | BID |
|---|---|
| G & G Construction | 247,735.76 |
| Asbell Excavation | 192,152.10 |
| Bennett Inc. | 198,995.00 |
| Dalton-Killinger | 184,016.00 |
| Emery Sapp & Sons | 251,400.00 |
| Hunter Chase & Associates | 195,705.00 |
| Woodys Express Trucking | 225,228.99 |
| Mayberry Concrete | 289,890.97 |
| Southard Construction | 186,521.50 |
| Hamilton and Dad | 199,218.40 |
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| Engineering Estimate | 218,033.20 |
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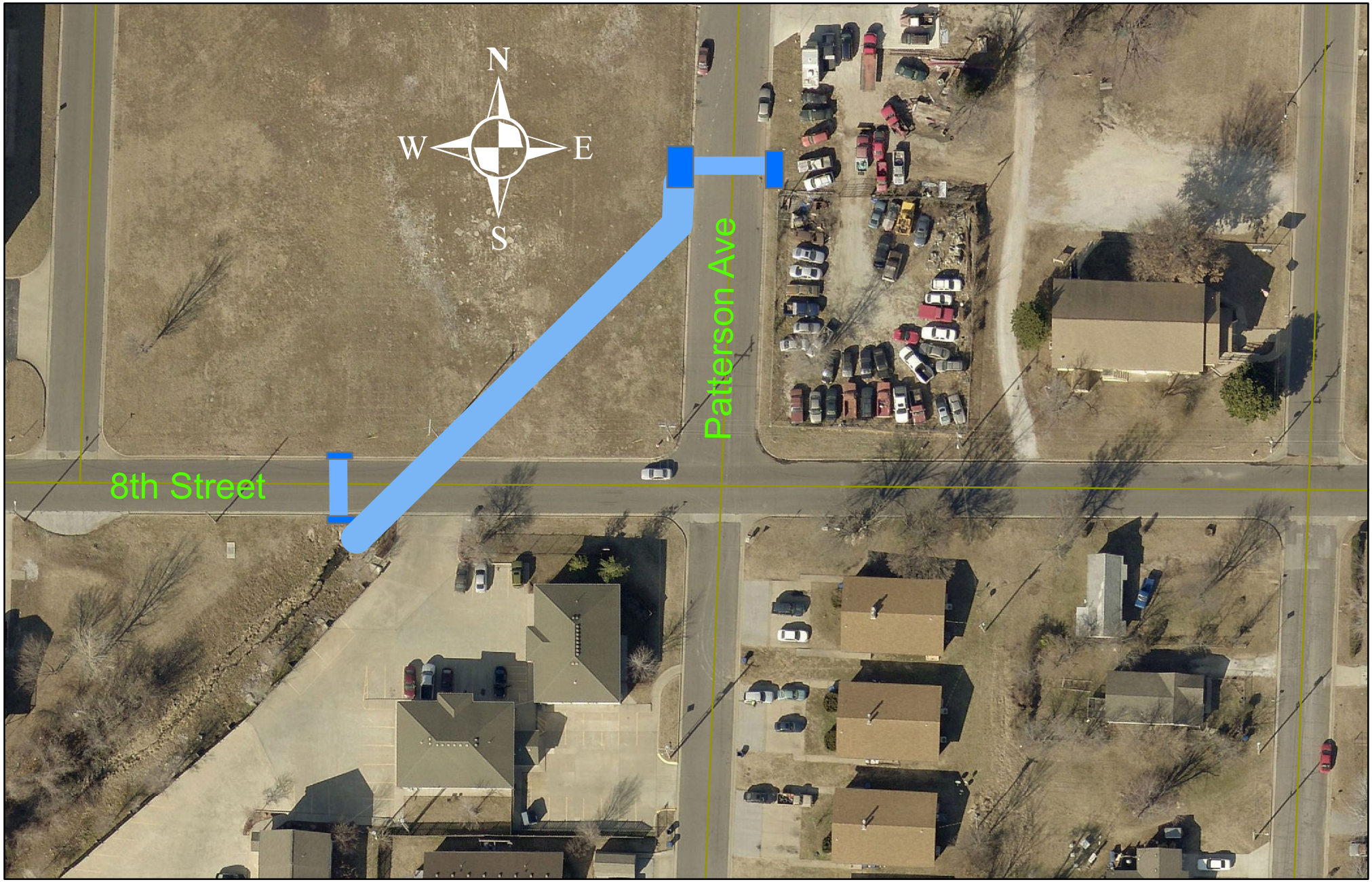
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S
Patterson Ave
8th Street

**AGREEMENT**
**BETWEEN**
**CITY OF JOPLIN AND DALTON KILLINGER CONSTRUCTION COMPANY**

| CITY | | CONTRACTOR | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name:<br>Dalton Killinger Construction Company<br>Address: P.O. Box 607<br>JOPLIN, MO 64801 | |
| Attention: | | Attention: | |
| Department: | | Phone: | Fax: |
| Phone: | Fax: | | |

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

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

8th & Patterson Storm Water Improvements

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

**Employer's Liability.....** $1,000,000.00

**b. Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d. Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

**4. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $184,016.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

**5.1** If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it

applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

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

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

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

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

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

**13. Liability and Indemnity**.

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

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

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

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

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

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

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

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

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

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

**a.** This Contract
**b.** All Change Orders
**c.** Bid Plans and Specifications

**d.** City of Joplin Standard Specifications (Latest Revised Edition)
**e.** Special Conditions & Provisions
**f.** Proposal
**g.** Statement of Bidder's Qualifications
**h.** Acknowledgment
**i.** Performance Bond
**h.** Payment and Material Bond
**k.** Instructions to Bidders
**l.** Non-collusion Affidavit
**m.** Notice to Proceed

**Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Eighty Four Thousand Sixteen and No/100 Dollars ($184,016.00) , said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**31. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the

Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

**CONTRACTOR**:

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

**CITY OF JOPLIN, MISSOURI**

**APPROVED AS TO FORM**

By: _____
David Hertzberg, Public Works Director

_____
Peter Edwards, City Attorney

COUNCIL BILL NO. 2017-130 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Dalton Killinger Construction for the 8th Street & Patterson Avenue Stormwater Improvement Project for the not to exceed price of $184,016.00 (One Hundred Eighty-Four Thousand Sixteen and no/100 Dollars); 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 agreement by and between the City of Joplin and Dalton Killinger Construction for the 8th Street & Patterson Avenue Stormwater Improvement Project for the not to exceed price of $184,016.00 (One Hundred Eighty-Four Thousand Sixteen and no/100 Dollars), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a public improvement, is considered 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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2017-130**

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax Fund Account Number 130-4555-530-8665 Project TSO423 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: May 15, 2017**
**Council Bill No. 2017-131**

## Item: Construction Contract with Hunter Chase for the Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd .

## Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Contract
4) Council Bill No. 2017-131

Department Head: Troy Bolander
Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

**Recommended Action:** Approval of a construction contract with Hunter Chase & Associates in the amount of $536,826.00 (Five Hundred Thirty-Six Thousand Eight Hundred Twenty-Six and 00/100 Dollars) for the Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd funded through CDBG-DR.

**Background**: In 2015 the City of Joplin Council approved a Capital Plan for the expenditure of Community Development Block Grant –Disaster Recovery (CDBG-DR) funds. One of the projects included in the approved list was the Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd. The design was completed earlier this year and easements have been acquired for the work. The project includes adding storm sewers and inlets to reduce localized street and yard flooding as well as new curb & gutters with sidewalks on one side of the streets. The construction of this project will be coordinated with the 20th Street project to reduce impacts to the traffic in the area.

**Discussion:** City staff followed the City of Joplin procurement policy. Bids were opened on April 11, 2017 with 8 firms bidding. Hunter Chase & Associates provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts are signed and weather permits.

**Recommendation:** City staff recommends approval of a construction contract with Hunter Chase & Associates in the amount of $536,826.00 (Five Hundred Thirty-Six Thousand Eight Hundred Twenty-Six and 00/100 Dollars) for the Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

# BID TABULATION

**PROJECT: Texas Avenue and Arizona Avenue**
**DATE OF BID OPENING: April 11, 2017**

| CONTRACTOR | BID |
|---|---|
| Hunter Chase | 536,826.00 |
| Sprouls Construction Inc. | 595,812.50 |
| Jeff Asbell Excav & Trucking | 613,542.47 |
| Dalton-Killinger Construction | 614,447.60 |
| D & E Plumbing | 647,895.75 |
| Southard Construction | 679,590.07 |
| Bennett Inc. | 753,845.00 |
| Emery Sapp & Sons | 887,872.00 |
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| Engineering Estimate | 650,156.00 |
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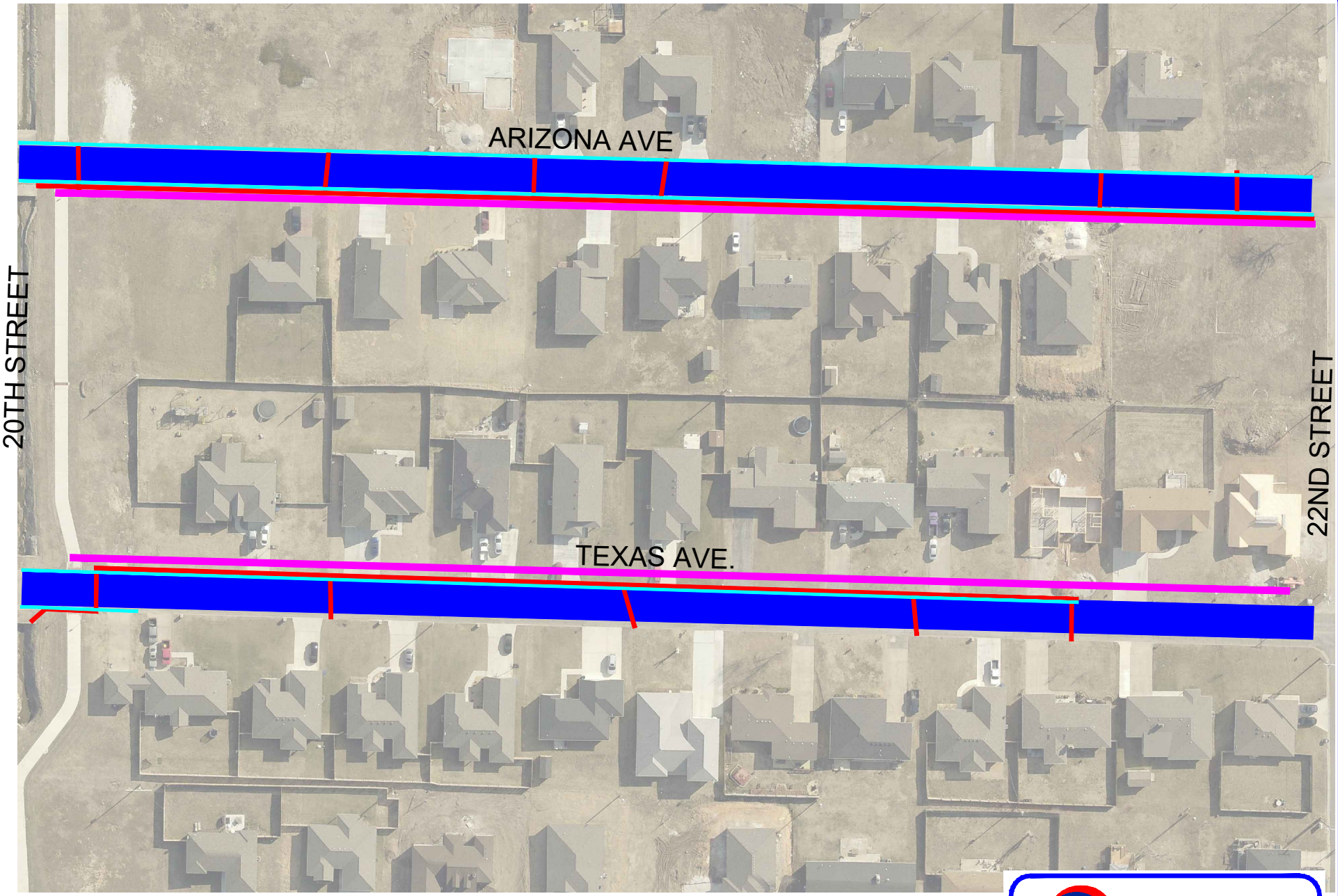


NEW SIDEWALK
NEW STORM PIPE AND INLETS
NEW CURB AND GUTTER
NEW PAVEMENT

GRID

SCALE: 1"=100'

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

**AGREEMENT**

| CITY | | CONTRACTOR | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Hunter Chase & Associates<br>Address: 1200 E. Woodhurst Suite J 200<br>Springfield, MO 65804 | |
| Attention: | | Attention: | |
| Department: | | Phone: | Fax: |
| Phone: | Fax: | | |

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

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

Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by November 10, 2017 the Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

**2. Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

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

**b. Davis Bacon:** The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing

wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

**Employer's Liability…….** $1,000,000.00

**b. Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d. Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from

claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

**4. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $536,826.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

**6. Contractor's Responsibility for Subcontractors**.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

**8. Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**9. Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**10. Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**11. Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2,300 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

**12. Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

**14. Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

**16. Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**17. Liability and Indemnity**.

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

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

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**18. Copyright.** No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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

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

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

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Joplin Standard Specifications (Latest Revised Edition)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

**Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Five Hundred Thirty Six Thousand Eight Hundred Twenty Six and no/100 ($536,826.00) dollars, said amount being subject to any approved addenda or change order.

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

**23. Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available

under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

**24. Environmental Compliance (24 CFR 85.36(i)(12)):** The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

**27. Anti-Lobbying:** The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or

cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**28. Anti-Kickback Back Rules.** Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

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

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

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

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

**32. Statement that Project Federally Funded:** It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

**33. Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

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

**35. Equal Employment Opportunity**. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor 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 Contractor 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.

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

c) The Contractor 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.

d) The Contractor 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.

e) The Contractor 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.

f) The Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor'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 Contractor 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.

h) The Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

**36. Women and Minority Business:** The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

**37. 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.

**38. 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any

subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**39. 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, as amended, shall also apply to any such program or activity.

**40. Section 110 of the Housing and Community Development Act of 1974**

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

**41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))**

a) The Contractor 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 Contractor 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.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor'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.

d) The Contractor 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.

e) The Contractor 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.

f) The Contractor 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 Contractor 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.

**42. 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.

**43. 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.

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

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

**46. Conflict of Interest.**

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

**48. CERTIFICATION OF NONSEGREGATED FACILITIES** (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

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

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

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

**52**. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**53. Reporting Requirements.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

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

**55. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of

beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

**CONTRACTOR**

By: _____

Printed Name: _____

Title: _____

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**CITY OF JOPLIN, MISSOURI**

By: _____
David Hertzberg, Public Works Director

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**COMMUNITY DEVELOPMENT**

By: _____
Troy Bolander, Planning & Community Development Director

COUNCIL BILL NO. 2017-131 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Hunter Chase & Associates for the purpose of Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd for the not to exceed price of Five Hundred Thirty-Six Thousand Eight Hundred Twenty-Six and 00/100 Dollars ($536,826.00); 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 agreement by and between the City of Joplin and Hunter Chase & Associates for the purpose of Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd for the not to exceed price of Five Hundred Thirty -Six Thousand Eight Hundred Twenty-Six and 00/100 Dollars ($536,826.00), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is considered 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

_____, 2017 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2017-131**

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

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: May 15, 2017**
**Council Bill No. 2017-132**

## Item: Construction Contract with Hunter Chase & Associates for the Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street.
## Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Contract
4) Council Bill No. 2017-132

Department Head: Troy Bolander
Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

**Recommended Action:** Approval of a construction contract with Hunter Chase & Associates in the amount of $537,310.00 (Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars) for the Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street funded through CDBG-DR.

**Background**: In 2015 the City of Joplin Council approved a Capital Plan for the expenditure of Community Development Block Grant –Disaster Recovery (CDBG-DR) funds. One of the projects included in the approved list was Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street. The design was completed earlier this year and easements have been acquired for the work. The project includes adding storm sewers and inlets to reduce localized street and yard flooding as well as new curb & gutters with sidewalks on one side of the street. The construction of this project will be coordinated with the 20th Street project to reduce impacts to the traffic in the area.

**Discussion:** City staff followed the city of Joplin procurement policy. Bids were opened on April 18, 2017 with 6 firms bidding. Hunter Chase & Associates provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts are signed and weather permits.

**Recommendation:** City staff recommends approval of a construction contract with Hunter Chase & Associates in the amount of $537,310.00 (Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars) for Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

# BID TABULATION

**PROJECT: Delaware Avenue 15th to 20th Street**
**DATE OF BID OPENING: April 18, 2017**

| CONTRACTOR | BID |
|---|---|
| Hunter Chase | 537,310.00 |
| AY-1 | 609,963.15 |
| Southard Construction | 637,010.05 |
| Bennett Inc | 668,490.00 |
| Sprouls Construction | 695,119.16 |
| Hamilton and Dad | 734,524.35 |
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| Engineering Estimate | 624,000.00 |
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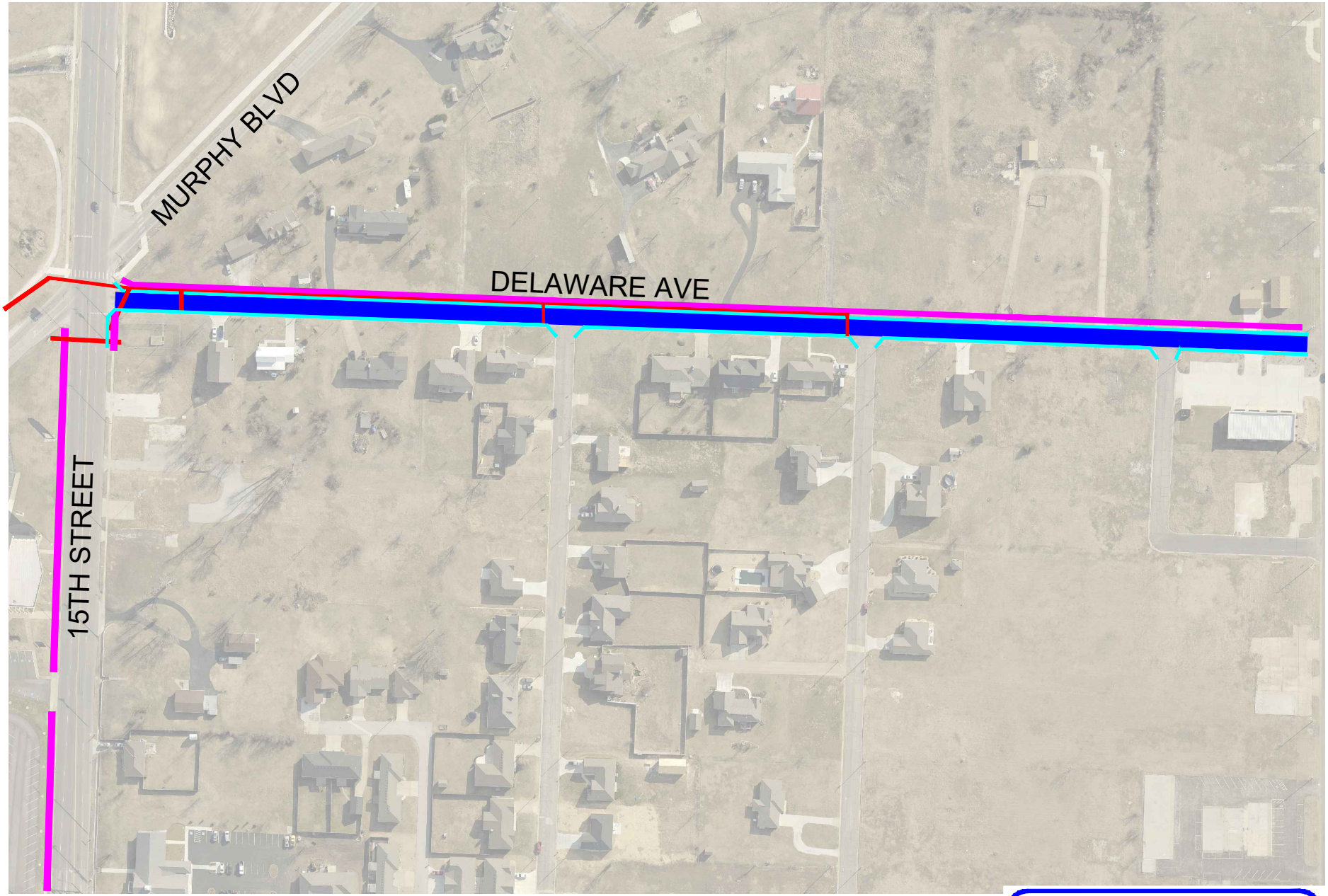



NEW SIDEWALK
NEW STORM PIPE AND INLETS
NEW CURB AND GUTTER
NEW PAVEMENT

GRID

SCALE: 1"=200'

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

**AGREEMENT**

| CITY | | CONTRACTOR | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: Hunter Chase & Associates<br>Address: 1200 E. Woodhurst Suite J200<br>Springfield, MO 65804 | |
| Attention: | | Attention: | |
| Department: | | Phone: | Fax: |
| Phone: | Fax: | | |

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

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

Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by September 22, 2017 the Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

**2. Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

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

**b. Davis Bacon:** The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing

wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

**Employer's Liability…….** $1,000,000.00

**b. Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d. Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from

claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

**4. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $537,310.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

**6. Contractor's Responsibility for Subcontractors**.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

**8. Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**9. Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**10. Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**11. Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2,300 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

**12. Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

**14. Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

**16. Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**17. Liability and Indemnity**.

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

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

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**18. Copyright.** No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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

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

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

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Joplin Standard Specifications (Latest Revised Edition)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

**Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Five Hundred Thirty Seven Thousand Three Hundred Ten and no /100 Dollars ($537,310.00) , said amount being subject to any approved addenda or change order.

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

**23. Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available

under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

**24. Environmental Compliance (24 CFR 85.36(i)(12)):** The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

**27. Anti-Lobbying:** The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or

cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**28. Anti-Kickback Back Rules.** Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

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

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

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

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

**32. Statement that Project Federally Funded:** It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

**33. Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

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

**35. Equal Employment Opportunity**. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor 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 Contractor 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.

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

c) The Contractor 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.

d) The Contractor 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.

e) The Contractor 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.

f) The Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor'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 Contractor 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.

h) The Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

**36. Women and Minority Business:** The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

**37. 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.

**38. 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any

subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**39. 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, as amended, shall also apply to any such program or activity.

**40. Section 110 of the Housing and Community Development Act of 1974**

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

**41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))**

a) The Contractor 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 Contractor 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.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor'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.

d) The Contractor 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.

e) The Contractor 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.

f) The Contractor 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 Contractor 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.

**42. 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.

**43. 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.

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

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

**46. Conflict of Interest.**

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

**48. CERTIFICATION OF NONSEGREGATED FACILITIES** (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

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

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

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

**52**. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**53. Reporting Requirements.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

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

**55. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of

beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

**CONTRACTOR**

By: _____

Printed Name: _____

Title: _____

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**CITY OF JOPLIN, MISSOURI**

By: _____
David Hertzberg, Public Works Director

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**COMMUNITY DEVELOPMENT**

By: _____
Troy Bolander, Planning & Community Development Director

COUNCIL BILL NO. 2017-132 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Hunter Chase & Associates for the Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street for the not to exceed price of Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars ($537,310.00); 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 agreement by and between the City of Joplin and Hunter Chase & Associates for the Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street for the not to exceed price of Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars ($537,310.00), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is considered 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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date: May 15, 2017
## Council Bill No. 2017-133
## Item: Purchase of International Dump Truck

## Originating Department: PUBLIC WORKS – OPERATIONS

Attachments: 1) Council Bill No. 2017-133
2) Summary of 4834-01 dated April 24,2017
3) Specification quote for the MoDOT Bid from Viking-Cives Midwest, Inc..

Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

**Recommended Action:** Approval for the purchase of an International Dump Truck from International Truck and Engine Corporation in the amount of $161,115.07 for the Street Maintenance Division.

**Background:** In planning for the 2016-2017 budget, the normal turnover for vehicles and equipment, the Street Division is replacing a 2009 Dump Truck for this International Truck. This led to the recommendation for replacement of the equipment with an International chassis and snow plow. This truck matches the capabilities of other trucks in the Division and is suitable for the tasks. Historically, vehicles and equipment replaced by the Street Division will then be declared surplus property and be placed into the city auction. However, the replaced vehicle/plow and snow box will go to the Airport and their current 1999 Dump truck will be placed in the auction as Surplus Property.

**Discussion:** Following the approval of the FY 2016-2017 Operating Budget, city staff used the MoDOT state bid to find a replacement for one of the Dump Trucks needing to be replaced and optimizing options for the truck to maximize efficiency for the operator. The decision was made by the Public Works Department to use the state bid to purchase one Dump Truck from International Truck and Engine Corporation in the amount of $161,115.07. This Dump Truck will replace the one currently being used by the Street Division, the truck comes with a front snow plow as well as a spreader for snowy and icy weather.

**Recommendation:** City staff recommends that the City accept the bid as described for the purchase of an International Dump Truck and be approved on an emergency basis per Section 2.12 (4) of the Joplin City Charter due to lead time to assemble and fabricate vehicle system with options.

MoDOT 2016-2017 Proposal # 4834-01 tandem axle base price of $ 109,370

| | |
|---|---|
| Proposal # | 4834-01 |

**NOTES**

| | | |
|---|---|---|
| MoDot Base Price for Chasis | $109,370 | Per MoDOT Proposal 4834-01 |
| Difference @ Net Discount | $22,955 | |
| **Sub Total: Chasis** | **$86,415** | |
| | | |
| City of Joplin Price for Chasis | $86,415 | Including Optional Warranties if Applicable |
| Viking-Cives Quote for Equipment to go on Chasis | $74,700 | Quote# 163420 Dated 3/14/17 |
| **Total** | **$161,115** | |

Viking-Cives Midwest, Inc.
22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

# Quote

| Quote # | Date |
|---|---|
| 163420 | 03/14/17 |

| Customer | Ship To |
|---|---|
| INTERNATIONAL TRUCK & ENGINE - NAVISTAR<br>900 S. HWY DRIVE<br>SUITE 103<br>FENTON MO 63026 | CITY OF JOPLIN<br>1301 WEST 2ND STREET<br>JOPLIN MO 64801 |

| Customer PO | Terms | Sales Rep | Lead Time | Ship Via | FOB | VIN |
|---|---|---|---|---|---|---|
| | Net 30 | DARYL | 03/14/17 | VCM | MORLEY, MO | |

| Item | Description | Ordered | UOM | Price Per | Total Price |
|---|---|---|---|---|---|
| MO14BPKG-IH | MoDOT Extra Heavy Duty Truck package for 58,000 GVW Truck<br>7 pole ABS light plug, and air lines to the rear, with chassis provide RPM<br><br>Viking-Cives 15' Western Style dump body without cross members. All equipment installed and fully operational with all parts to make a complete Extra Heavy Duty Truck | 1.00 | EA | 49,204.13 | 49,204.13 |
| ACCOUNT:5104-01<br>Direct Purchase | In lieu of Mo-Dot Package:<br>Joplin Truck Package:<br>Viking HT163644<br>36" Sides, 44" tailgate<br>3/16" Corten sides, 1/4" AR450 floor and tailgate.<br>Mailhot CS150 hoist package with dual body props.<br>Pull down ladders with grab handles.<br>Gripstrut walkrails<br>Bolt on asphalt lip<br>Flink quick link style plow hitch cheekplate mounted to the frame extensions with bolt on channel bumper ends.<br>VCM emergency lighting system with 45 series amber warning lights in 45 degree corners of cab shield and rear corner posts.<br>All body lights are LED.<br>VCM plow light system -hood mounted.<br>Spreader light.<br>Certified Power central hydraulic system with XDS spreader controls and in cab console with joysticks.<br>Side mounted valve enclosure/tank combination.<br>Frame mounted hydraulic prewet pump with primer tank. Anti-ice functions. Hoist, plow and spreader functions are electric.<br>Aero electric arm tarp with spring tension hoop.<br>Pintle plate with Saf-Tite 100NS 45ton pintle hook, 7 pole ABS plug and glad hand connections.<br>24" toolbox frame mounted on passenger side.<br>Side mount winches and tailgate lockbar for Spreader containment. | 1.00 | EA | 3,300.00 | 3,300.00 |

22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

# Quote

| Quote # | Date |
|---|---|
| 163420 | 03/14/17 |

| Customer | Ship To |
|---|---|
| INTERNATIONAL TRUCK & ENGINE - NAVISTAR<br>900 S. HWY DRIVE<br>SUITE 103<br>FENTON MO 63026 | CITY OF JOPLIN<br>1301 WEST 2ND STREET<br>JOPLIN MO 64801 |

| Customer PO | Terms | Sales Rep | Lead Time | Ship Via | FOB | VIN |
|---|---|---|---|---|---|---|
| | Net 30 | DARYL | 03/14/17 | VCM | MORLEY, MO | |

| Item | Description | Ordered | UOM | Price Per | Total Price |
|---|---|---|---|---|---|
| | Painted black with conspicuity striping. | | | | |
| MO14BOPT10 | Dump body vibrator - Cougar 3200 | 1.00 | EA | 821.94 | 821.94 |
| MO14BOPT06 | 16' Skid mounted material spreader - Conveyor | 1.00 | EA | 12,964.00 | 12,964.00 |
| 46638811 | JOPLIN 36R12 RBA PLOW ASSEMBLY w/ FLINK SWIVEL | 1.00 | EA | 6,950.00 | 6,950.00 |
| 280053 | SAB-48 : SABRE BLADE, 48" , 3-3-12" | 3.00 | EA | 320.00 | 960.00 |

Prepared By: dhay@vikingcivesmidwest.com

Memo:

| | |
|---|---|
| Sub-Total | 74,200.07 |
| Shipping | 500.000 |
| Discount | 0.00 |
| Taxes | 0.00 |
| Total | 74,700.07 |

Customer must fill out the information below before the order can be processed.

**Accepted by:**_____ **Date:**_____ **P.O.#:**_____

**Quoted price does not include any applicable taxes.*
**Terms are Due Upon Receipt unless prior credit*
**Terms for established accounts, NET 30 days*
**Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis*

**COUNCIL BILL NO. 2017-133 ORDINANCE NO.**

AN ORDINANCE approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred Sixty-One Thousand One Hundred Fifteen and 07/100 Dollars ($161,115.07) in the City of Joplin, Missouri; 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 a purchase order to International Truck and Engine Corporation in the amount of One Hundred Sixty-One Thousand One Hundred Fifteen and 07/100 Dollars ($161,115.07) for an International Dump Truck, be and the same is, hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute the Purchase Order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12(4) in that said ordinance provides for the general appropriations of funds 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 a purchase order for an International Dump Truck, and appropriations for this purchase order have been approved by the 2016-2017 budget.

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

_____, 2017, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the – Transportation Sale Tax Fund Account Number 140-4520-530-8210 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: May 15, 2017**
**COUNCIL BILL NO. 2017-134**

**Item: Missouri Highways & Transportation Commission Cost Apportionment Agreement**

**Originating Department: PUBLIC WORKS - ENGINEERING**

Attachments: 1) Location plan
2) Copy of Agreement
3)Council Bill 2017-134

| | |
|---|---|
| Engineering: David Hertzberg | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Acceptance of a Transportation Cost Apportionment Agreement with the Missouri Highway and Transportation Commission for construction of intersection improvements at 32nd Street and Connecticut Avenue.

**Background**: In August, 2014 Joplin voters passed the renewal of the Capital Improvement Sales Tax for an additional ten years. One of the projects included in the program was City Wide Intersection Improvements.

The Commission will pay for fifty percent (50%) of the total construction cost and any cost to move utilities estimated at $1,422,172.

**Discussion:** Attached is the proposed agreement between the City of Joplin and Missouri Highways and Transportation Commission. Total estimated cost of project including engineering and construction is estimated at $1,422,172. MODOT will share in the cost 50% for a total of $711,086. The City's share consists of $711,086 but MODOT will reimburse the City for the design cost for an estimated total of $157,441. The City will then use CIST funds to cover the remainder of the 50% match estimated at $553,645. The city will be required to remit payment for that amount to cover the estimated project cost no later than 8 weeks prior to the Commission's advertisement of the project for bids. Payment will be due in this fiscal year with bidding occurring in the late fall and construction happening in 2018.

The project will add a north bound right turn lane and an east bound right turn lane improving traffic flow in the intersection.

**Recommendations:** Staff recommends acceptance of this agreement on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

# 32nd & Connecticut Avenue




City of Joplin
602 S. Main St.
Public Works Department
Engineering Division
Phone: (417) 624-0820
Fax: (417) 625-4738

## DISCLAIMER:

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

## Legend

joplin_streets

N
W
E
S

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 03/14 (AR)
Modified: 02/16 (BDG)

Cost Apportionment Agreement
Route: FF & Connecticut Ave.
County: Jasper & Newton
Job No.: J7P3187C

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**
**MUNICIPAL AND COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route FF in Jasper and Newton Counties as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route FF at its intersection with Connecticut Avenue; and

WHEREAS, the City is willing to provide assistance in the construction or reconstruction of the improvements subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

**(I) GENERAL INFORMATION:**

(1) PURPOSE: The purpose of this Agreement is to coordinate participation by the City in the cost of the Commission's public improvement for Routes FF and Connecticut Avenue, in the Counties of Jasper and Newton, designated as Job No. J7P3187C. This public improvement will involve intersection improvements.

(2) IMPROVEMENT DESIGNATION: The public improvement designated as Routes FF and Connecticut Avenue, Jasper and Newton Counties, Job No. J7P3187C shall consist of intersection improvements.

(3) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route FF, Jasper and Newton Counties, Missouri, at its intersection with Connecticut Avenue in Joplin, Missouri.

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for

the above-designated route and project.

(4) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(5) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(7) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Director of Public Works
City of Joplin
602 S Main
Joplin, MO 64801
Facsimile No: (417) 625-4738

(B) To the Commission:
District Engineer
MoDOT, Southwest District
3025 E Kearney
Springfield, MO 65803
Facsimile No: (417) 895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

## (II) PROJECT RESPONSIBILITIES AND FINANCIAL OBLIGATIONS:

(8) PROJECT RESPONSIBILITIES: With regard to project responsibilities

under this Agreement, the parties agree to contribute as follows:

(A) The City will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design of the project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the City, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Commission will award the project with concurrence from the City.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(9) CONCURRENCE WITH AWARD: Once the Commission has let the project and the City had been notified of the amounts bid on the project, the City will have five (5) calendar days to reject or recommend award of the bid. If the City does not respond within five (5) calendar days, the City shall be deemed to have automatically concurred in a Commission decision to award the construction contract. If the Commission has solicited bids twice or more, and these lettings have not resulted in award, the Commission may terminate this Agreement to void all contractual obligations without being in breach hereof, and the City's deposited funds shall be refunded for the discontinued project.

(10) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated total cost of the project is one million four hundred twenty-two thousand one hundred seventy-two dollars ($1,422,172). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection.

(B) The Commission will pay fifty percent (50%) of the total project costs, currently estimated to be seven hundred eleven thousand eighty-six dollars ($711,086).

(C) The City will pay fifty percent (50%) of the total project cost, currently estimated to be seven hundred eleven thousand eighty-six dollars ($711,086). The City's share of the project costs will be comprised of local fund and a credit for design done by the City. The City will receive a credit for design, valued at one hundred fifty-seven thousand four hundred forty-one dollars ($157,441). The City will provide the Commission with documentation of expenses to verify these costs. The remainder of the City's share shall be comprised of local funds. The City shall remit a check to pay the Commission for the remaining portion of its share of the total project cost, currently estimated to be five hundred fifty-three thousand six hundred forty-five dollars ($553,645), no later than eight (8) weeks prior to the Commission's project bid letting date. This check should be made payable to *Director of Revenue - Local Fund.* If the City fails to make the deposit, the Commission is under no obligation to continue with the project. The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund. If the amount deposited with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the City based on its pro rata share of the investment.

(D) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Director of Revenue –Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(E) The Commission and the City will share total project costs in excess of one million four hundred twenty-two thousand one hundred seventy-two dollars ($1,422,172) equally. The Commission and the City will share any cost savings equally.

(11) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(12) USE OF RIGHT-OF-WAY: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(13) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(14) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement.

(15) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during

development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(16) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(17) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(18) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(19) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(20) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to

obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(21) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Maintenance of adaptive traffic signal components and all associated equipment installed as part of this project is detailed in a separate maintenance agreement.

(22) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(23) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (22) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(24) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce

only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(25) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(26) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(27) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

**(III) ADDITIONAL CONTRACT TERMS:**

(28) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of

Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(30) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(32) APPROVAL OF FHWA: This Agreement is entered into subject to the approval of the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(33) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(34) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(35) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(36) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(37) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(38) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(39) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(40) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(41) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(42) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20___.

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

By _____

Title _____

ATTEST: (Commission seal)

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

**CITY OF JOPLIN**

By _____

Title _____

By _____

Title _____

By _____

Title _____

ATTEST: (City seal, if existing)

By _____

Title _____

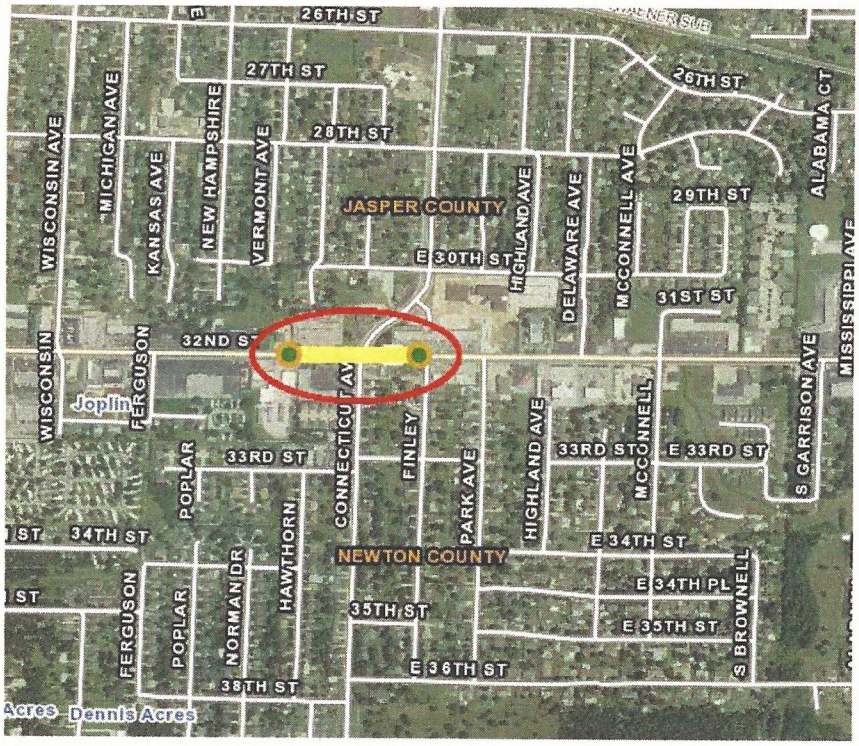
APPROVED AS TO FORM:

By _____

Title _____

Ordinance Number_____

"Exhibit A"


26TH ST
27TH ST
28TH ST
26TH ST
29TH ST
31ST ST
E 30TH ST
JASPER COUNTY
WISCONSIN AVE
MICHIGAN AVE
KANSAS AVE
NEW HAMPSHIRE
VERMONT AVE
HIGHLAND AVE
DELAWARE AVE
MCCONNELL AVE
ALABAMA CT
MISSISSIPPI AVE
32ND ST
WISCONSIN
FERGUSON
Joplin
CONNECTICUT AVE
FINLEY
PARK AVE
HIGHLAND AVE
MCCONNELL
33RD ST
E 33RD ST
S GARRISON AVE
POPLAR
34TH ST
NEWTON COUNTY
E 34TH ST
E 34TH PL
NORMAN DR
HAWTHORN
35TH ST
E 35TH ST
S BROWNELL
FERGUSON
POPLAR
E 36TH ST
38TH ST
Dennis Acres

"Exhibit B"

**Project Name:** 32nd & Connecticut Intersection Improvements
**MoDOT Job Number:** 7P3187C

**Description:** Intersection improvements on 32nd St. at Connecticut Ave. in Joplin.

**Definition of "Total Project" for Cost Apportionment Includes:**

| | | |
|---|---|---|
| Preliminary Engineering | ROW Incidentals | Utilities |
| ROW | Construction | Construction Engineering |

**Definition of "Total Project" for Cost Apportionment Excludes:**

| | | |
|---|---|---|
| Cost to Accelerate Project | | |
| | | |

**Project Estimate**

| | Current Estimate and Inflation | Cost Apportionment Eligible |
|---|---|---|
| Preliminary Engineering | $ 159,441 | $ 159,441 |
| Right-of-way | $ 483,122 | $ 483,122 |
| Right-of-way Incidentals | $ 50,000 | $ 50,000 |
| Utilities | $ 200,000 | $ 200,000 |
| Construction w/ Contingency | $ 464,609 | $ 464,609 |
| Non-contractuals | $ - | $ - |
| Inspection and Letting | $ 65,000 | $ 65,000 |
| Total | $ 1,422,172 | $ 1,422,172 |

**Project Responsibilities**

| | |
|---|---|
| Preliminary Engineering | City of Joplin |
| ROW Acquisition | MoDOT |
| Letting | MoDOT |
| Inspection | MoDOT |

**Financial Responsibilities**

| | | | |
|---|---|---|---|
| City of Joplin Design Credit | $ | 157,441 | Total Local Share |
| City of Joplin Local Funds | $ | 553,645 | $ 711,086 |
| Local Reserved 3 | $ | - | 50.0% |
| Local Reserved 4 | $ | - | |
| Local Reserved 5 | $ | - | |
| Local Reserved 6 | $ | - | |
| MoDOT SW in-kind | $ | 117,000 | Total MoDOT Share |
| MoDOT Flexible Funds | $ | 594,086 | $ 711,086 |
| | $ | - | 50.0% |
| MoDOT Reserved 4 | $ | - | |

**How are overruns and underruns handled?**

City of Joplin and MoDOT will share any cost overruns and underruns equally.

**COUNCIL BILL NO. 2017-134 ORDINANCE NO.**

AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Connecticut Avenue; authorizing the City of Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into a Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Connecticut Avenue in the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2 That the City Manager of the City of Joplin, Missouri is hereby authorized to execute said agreement with the Missouri Highway and Transportation Commission for and on behalf of the City of Joplin.

Section 3. That the City of Joplin declares that this ordinance relating to 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 the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

PASSED BY THE COUCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2017, by a _____ vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 03/14 (AR)
Modified: 02/16 (BDG)

Cost Apportionment Agreement
Route: 43 & FF
County: Newton
Job No.: J7P3065

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**
**MUNICIPAL AND COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission owns and maintains Routes 43 and FF in Newton County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route 43 at its intersection with Route FF; and

WHEREAS, the City is willing to provide assistance in the construction or reconstruction of the improvements subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

## (I) GENERAL INFORMATION:

(1) PURPOSE: The purpose of this Agreement is to coordinate participation by the City in the cost of the Commission's public improvement for Routes 43 and FF, in the County of Newton, designated as Job No. J7P3065. This public improvement will involve intersection improvements.

(2) IMPROVEMENT DESIGNATION: The public improvement designated as Routes 43 and FF, Newton County, Job No. J7P3065 shall consist of intersection improvements.

(3) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route 43, Newton County, Missouri, at its intersection with Route FF in Joplin, Missouri.

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for

the above-designated route and project.

(4) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(5) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(7) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Director of Public Works
City of Joplin
602 S Main
Joplin, MO 64801
Facsimile No: (417) 625-4738

(B) To the Commission:
District Engineer
MoDOT, Southwest District
3025 E Kearney
Springfield, MO 65803
Facsimile No: (417) 895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

## (II) PROJECT RESPONSIBILITIES AND FINANCIAL OBLIGATIONS:

(8) PROJECT RESPONSIBILITIES: With regard to project responsibilities

under this Agreement, the parties agree to contribute as follows:

(A) The City will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design of the project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the City, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Commission will award the project with concurrence from the City.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(9) CONCURRENCE WITH AWARD: Once the Commission has let the project and the City had been notified of the amounts bid on the project, the City will have five (5) calendar days to reject or recommend award of the bid. If the City does not respond within five (5) calendar days, the City shall be deemed to have automatically concurred in a Commission decision to award the construction contract. If the Commission has solicited bids twice or more, and these lettings have not resulted in award, the Commission may terminate this Agreement to void all contractual obligations without being in breach hereof, and the City's deposited funds shall be refunded for the discontinued project.

(10) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated total cost of the project is six hundred fifty-nine thousand eight hundred fifty-six thousand dollars ($659,856). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection.

(B) The Commission will pay fifty percent (50%) of the total project costs, currently estimated to be three hundred twenty-nine thousand nine hundred twenty-eight dollars ($329,928).

(C) The City will pay fifty percent (50%) of the total project cost, currently estimated to be three hundred twenty-nine thousand nine hundred twenty-eight dollars ($329,928). The City's share of the project costs will be comprised of local funds, a credit for design done by the City, and STP-Urban funds. The City will receive a credit for design, valued at fifty-two thousand seven hundred seventeen dollars ($52,717). The City will provide the Commission with documentation of expenses to verify these costs. The remainder of the City's share shall be comprised of eighty percent (80%) STP-Urban funds and twenty percent (20%) local funds. After accounting for the design credit, the City agrees that the Commission may program STP-Urban funds in an amount up to eighty percent (80%) of its responsibilities under this agreement, currently estimated to be two hundred twenty one thousand seven hundred sixty-nine dollars ($221,769). In addition, the City shall remit a check to pay the Commission for the remaining portion of its share of the total project cost, currently estimated to be fifty-five thousand four hundred forty-two dollars ($55,442), no later than eight (8) weeks prior to the Commission's project bid letting date. This check should be made payable to *Director of Revenue - Local Fund.* If the City fails to make the deposit, the Commission is under no obligation to continue with the project. The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund. If the amount deposited with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the City based on its pro rata share of the investment.

(D) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Director of Revenue – Local Fund.* The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(E) The Commission and the City will share total project costs in excess of six hundred fifty-nine thousand eight hundred fifty-six thousand dollars ($659,856) equally. The Commission and the City will share any cost savings equally.

(11) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(12) USE OF RIGHT-OF-WAY: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(13) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(14) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement.

(15) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(16) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(17) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(18) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(19) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(20) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to

obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(21) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Maintenance of adaptive traffic signal components and all associated equipment installed as part of this project is detailed in a separate maintenance agreement.

(22) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(23) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (22) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(24) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce

only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(25) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(26) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(27) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

**(III) ADDITIONAL CONTRACT TERMS:**

(28) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of

Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(30) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(32) APPROVAL OF FHWA: This Agreement is entered into subject to the approval of the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(33) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(34) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(35) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(36) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(37) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(38) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(39) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(40) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(41) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(42) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20___.

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

By _____

Title _____

ATTEST: (Commission seal)

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

**CITY OF JOPLIN**

By _____

Title _____

By _____

Title _____

By _____

Title _____

ATTEST: (City seal, if existing)

By _____

Title _____

APPROVED AS TO FORM:

By _____

Title _____

Ordinance Number_____

"Exhibit A"


30TH ST
HILLSIDE DR
WALL AVE
JOPLIN AVE
MAIN ST
VIRGINIA AVE
PENNSYLVANIA AVE
KENTUCKY AVE
GRAND ST
31ST ST
32ND ST
OAKRIDGE DR
PEARL AVE
JOPLIN
MAIN ST
OAK GROVE BLVD
GRAND
34TH ST
RUBY WAY
35TH ST
KENTUCKY
36TH ST

"Exhibit B"

**Project Name:** MO 43 & Rte. FF Intersection Improvements
**MoDOT Job Number:** 7P3065

**Description:** Intersection improvements on MO 43 at Rte. FF in Joplin

**Definition of "Total Project" for Cost Apportionment Includes:**

| | | |
|---|---|---|
| Preliminary Engineering | ROW Incidentals | Utilities |
| ROW | Construction | Construction Engineering |

**Definition of "Total Project" for Cost Apportionment Excludes:**

| | | |
|---|---|---|
| Cost to Accelerate Project | | |
| | | |

**Project Estimate**

| | Current Estimate and Inflation | Cost Apportionment Eligible |
|---|---|---|
| Preliminary Engineering | $ 54,717 | $ 54,717 |
| Right-of-way | $ 85,933 | $ 85,933 |
| Right-of-way Incidentals | $ 5,000 | $ 5,000 |
| Utilities | $ 175,000 | $ 175,000 |
| Construction w/ Contingency | $ 319,206 | $ 319,206 |
| Non-contractuals | $ - | $ - |
| Inspection and Letting | $ 20,000 | $ 20,000 |
| Total | $ 659,856 | $ 659,856 |

**Project Responsibilities**

| | |
|---|---|
| Preliminary Engineering | City of Joplin |
| ROW Acquisition | MoDOT |
| Letting | MoDOT |
| Inspection | MoDOT |

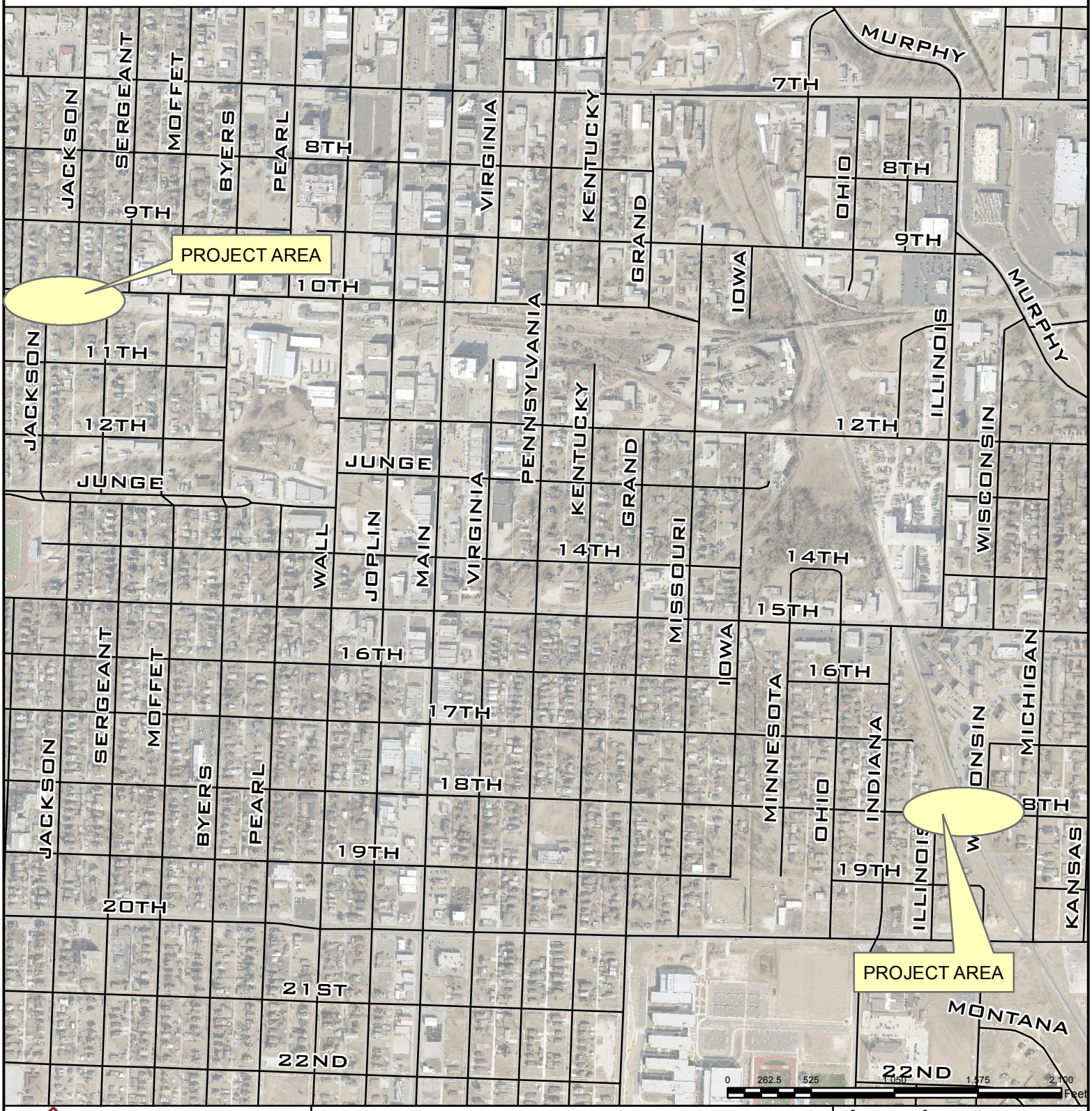
**Financial Responsibilities**

| | | | |
|---|---|---|---|
| City of Joplin Design Credit | $ | 52,717 | Total Local Share |
| City of Joplin Local Funds | $ | 55,442 | $ 329,928 |
| City of Joplin STP-Urban | $ | 221,769 | 50.0% |
| Local Reserved 4 | $ | - | |
| Local Reserved 5 | $ | - | |
| Local Reserved 6 | $ | - | |
| MoDOT SW in-kind | $ | 27,000 | Total MoDOT Share |
| MoDOT Flexible Funds | $ | 302,928 | $ 329,928 |
| MoDOT Reserved 3 | $ | - | 50.0% |
| MoDOT Reserved 4 | $ | - | |

**How are overruns and underruns handled?**

City of Joplin and MoDOT will share any cost overruns and cost underruns equally

# Railroad Crossing Improvements Vicinity Map





City of Joplin
602 S. Main St.
Public Works Department
Engineering Division
Phone: (417) 624-0820
Fax: (417) 625-4738


## DISCLAIMER:

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

## Legend

joplin_streets

N
W
E
S

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: May 15, 2017**
**COUNCIL BILL NO. 2017-135**

**Item: Missouri Highways & Transportation Commission Cost Apportionment Agreement**

**Originating Department: PUBLIC WORKS - ENGINEERING**

Attachments: 1) Location plan
2) Copy of Agreement
2) Council Bill 2017-135

| | |
|---|---|
| Engineering: David Hertzberg | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Acceptance of a Transportation Cost Apportionment Agreement with the Missouri Highway and Transportation Commission for construction of intersection improvements at 32nd Street and Main Street.

**Background**: In August, 2014 Joplin voters passed the renewal of the Capital Improvement Sales Tax for an additional ten years. One of the projects included in the program was City Wide Intersection Improvements.

The Commission will pay for fifty percent (50%) of the total construction cost and any cost to move utilities estimated at $659,856.00

**Discussion:** Attached is the proposed agreement between the City of Joplin and Missouri Highways and Transportation Commission. Total estimated cost of project including engineering and construction is estimated at $659,856. MODOT will share in the cost 50% for a total of $329,928. The City's share consists of $329,928, but MODOT will reimburse the City for the design cost estimated at $52,717 and allow STP-Urban funds to be used on the project cost for an estimated total of $221,769. The City will then use CIST funds to cover the remainder of the 50% match estimated at $55,442. The city will be required to remit payment for that amount to cover the estimated project cost no later than 8 weeks prior to the Commission's advertisement of the project for bids. Payment will be due in this fiscal year with bidding occurring in the late fall and construction happening in 2018.

The project will add a north bound right turn lane improving traffic flow in the intersection.

**Recommendations:** Staff recommends acceptance of this agreement on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

**COUNCIL BILL NO. 2017-135 ORDINANCE NO.**

AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Main Street containing an emergency clause.

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

Section 1. That the City enter into a Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Main Street in the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2 That the City Manager of the City of Joplin, Missouri is hereby authorized to execute said agreement with the Missouri Highway and Transportation Commission for and on behalf of the City of Joplin.

Section 3. That the City of Joplin declares that this ordinance relating to 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 the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

PASSED BY THE COUCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2017, by a _____ vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date: May 15, 2017
## COUNCIL BILL NO. 2017-136

**Item: Safety Improvements of Railroad Crossings on Jackson & Sergeant Avenues South of 10th Street & 18th Street Between Illinois & Wisconsin Avenues**
**Originating Department: PUBLIC WORKS - ENGINEERING**

Attachments: 1) Location map
2) Contract
3) Bid Tab
4) Council Bill 2017-136

| | |
|---|---|
| Engineering: David Hertzberg | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Approval of a Construction Contract with Jeff Asbell Excavating and Trucking, Inc., in the amount of $149,909.50 for the Safety Improvements of Railroad Crossings on Jackson & Sergeant Avenues South of 10th Street & 18th Street Between Illinois & Wisconsin Avenues project funded by the Capital Improvements Sales Tax.

**Background**: The railroad companies have approached the City in the past to eliminate or reduce the number of at-grade crossings. Closing of these crossings does impact traffic movements within the City but it also increases public safety. With the elimination of the at-grade crossings, train whistles are not blown in residential neighborhoods reducing noise pollution, rough crossings are no longer an issue, and all the maintenance to City crews/budget is reduced. In the case of Jackson Avenue, this was selected for improvements instead of closure for being a collector street. City staff also included the local neighborhood input into the decision-making process for which crossings to close and which to improve using public meetings. The meetings were successful and produced positive outcomes for these three projects.

**Discussion:** City staff recommends the closure of the Sergeant Avenue crossing and improving the Jackson Avenue crossing. All work in this area will be coordinated with the railroad company to minimize any delays in construction pertaining to street closures. The City's design will include a cul-de-sac at Sergeant Avenue to accommodate vehicular turnaround and improve drainage in the area. Construction on Jackson Avenue will include a total road reconstruction at the crossing to improve rideability, drainage, and public safety.

In coordination with the 20th Street viaduct opening the 18th Street crossing has already been closed by a previous agreement with the railroad company. The project is to finish the removal of the crossing by constructing curb and gutter at the street intersections to the east and west of the crossing to improve traffic flow and reduce confusion. All the pavement will be removed and replaced with grass while also improving the drainage of the area.

**Recommendations:** Staff recommends approval of a construction contract with Jeff Asbell

Excavating and Trucking, Inc., in the amount of $149,909.50 for the Railroad Crossing Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

# BID TABULATION

**PROJECT: Railroad Crossing Improvements**
**DATE OF BID OPENING: May 2, 2017**

| CONTRACTOR | BID |
|---|---|
| Asbell Excavating | 149,909.50 |
| Bennett Inc. | 164,890.00 |
| Southard Construction | 199,224.60 |
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| Engineer Estimate | 176,007.26 |
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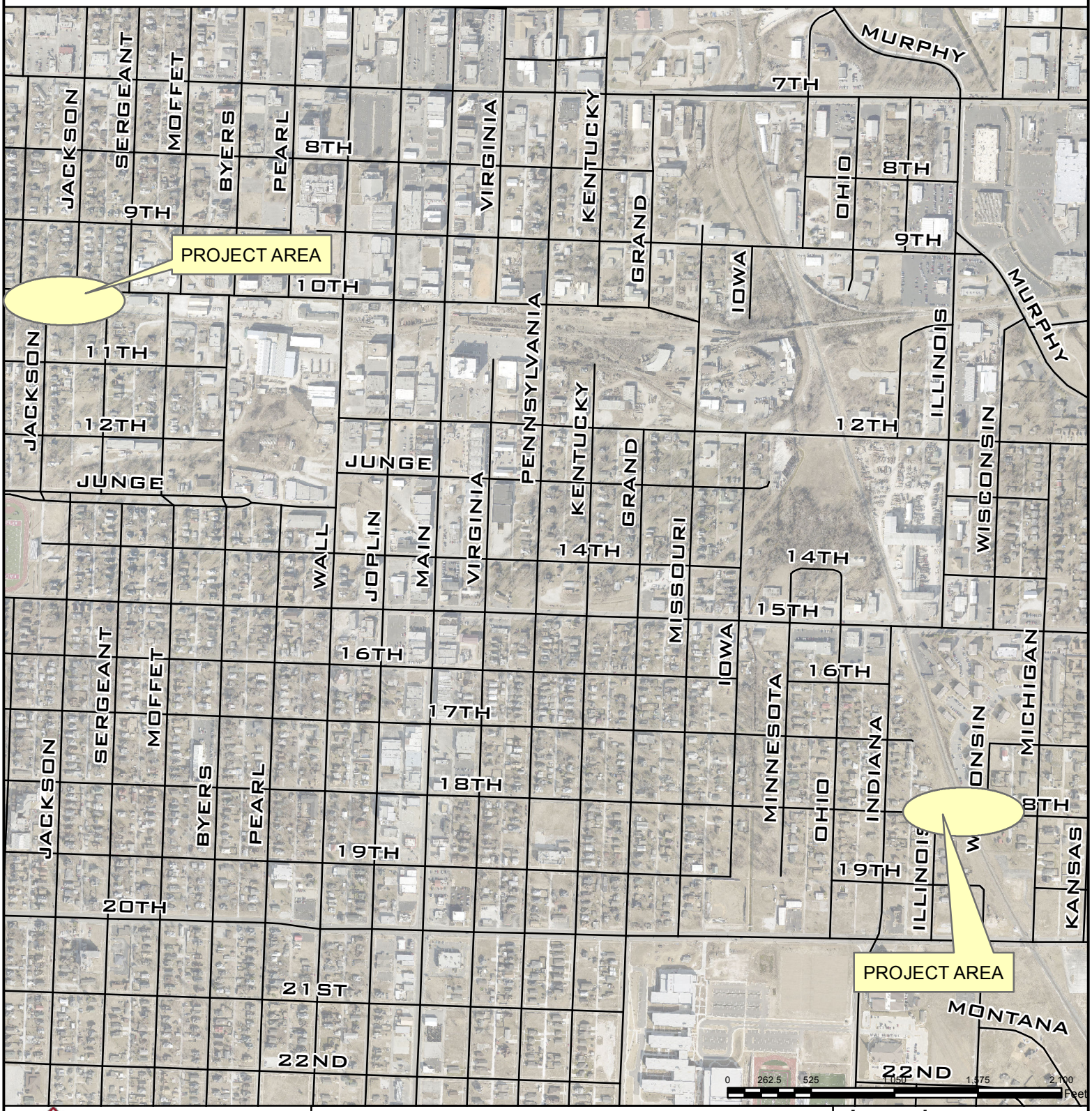
# Railroad Crossing Improvements Vicinity Map





City of Joplin
602 S. Main St.
Public Works Department
Engineering Division
Phone: (417) 624-0820
Fax: (417) 625-4738


## DISCLAIMER:

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

## Legend

joplin_streets

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**AGREEMENT**
**BETWEEN**
**CITY OF JOPLIN AND JEFF ASBELL EXCAVATING AND TRUCKING INC.**

| CITY | | CONTRACTOR | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name:<br>Jeff Asbell Excavating and Trucking Inc.<br>Address: 9400 Hwy 171<br>Carl Junction, MO 64834 | |
| Attention: | | Attention: | |
| Department: | | Phone: | Fax: |
| Phone: | Fax: | | |

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

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

## Improvement or Closure of Railroad Crossings on 10th Street between Jackson and Sergeant Avenues and 18th Street between Illinois & Wisconsin Avenues

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 45 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

**3. Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by

the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

**Employer's Liability.....** $1,000,000.00

**b. Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

**c. Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

**d. Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

**4. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $149,909.50 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

**8. Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

**13. Liability and Indemnity**.

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

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

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

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

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

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

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

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

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

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

**a.** This Contract
**b.** All Change Orders
**c.** Bid Plans and Specifications
**d.** City of Joplin Standard Specifications (Latest Revised Edition)

**e.** Special Conditions & Provisions
**f.** Proposal
**g.** Statement of Bidder's Qualifications
**h.** Acknowledgment
**i.** Performance Bond
**h.** Payment and Material Bond
**k.** Instructions to Bidders
**l.** Non-collusion Affidavit
**m.** Notice to Proceed

**Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Forty Nine Thousand Nine Hundred Nine and 50/100 Dollars ($149,909.50), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**31. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus

$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

**CONTRACTOR**:

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

**CITY OF JOPLIN, MISSOURI**

**APPROVED AS TO FORM**

By: _____
David Hertzberg, Public Works Director

_____
Peter Edwards, City Attorney

COUNCIL BILL NO. 2017-136 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Jeff Asbell Excavating and Trucking Inc. for the Safety Improvements of Railroad Crossings on Jackson & Sergeant Avenues South of 10th Street & 18th Street Between Illinois & Wisconsin Avenue for the not to exceed price of One Hundred Forty-Nine Thousand Nine Hundred Nine and 50/100 Dollars ($149,909.50); 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 agreement by and between the City of Joplin and Jeff Asbell Excavating and Trucking Inc. for the Safety Improvements of Railroad Crossings on Jackson & Sergeant Avenues South of 10th Street & 18th Street Between Illinois & Wisconsin Avenue for the not to exceed price of One Hundred Forty-Nine Thousand Nine Hundred Nine and 50/100 Dollars ($149,909.50), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a public improvement, is considered 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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2017-136**

I hereby certify that a sufficient amount is available in the – Capital Improvement Sales Tax Fund Account Number 145-4565-520-8650 Project TC0604 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: MAY 15, 2017**

**ITEM: COUNCIL BILL NO. 2017-510**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A**

**Department Head: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

**DISCUSSION:**
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the TIF reimbursable costs by $10,000.00 in revenue and $10,000.00 in expenditures for the outside cost of the TIF's and CID's. These items are reimbursed by the developers.
- Amending the Trade-In revenue by $45,000.00 and the fire motor vehicle by $45,000.00 to properly recognize the trade-in of the old fire truck for the new fire truck. The trade-in must be recorded as revenue, while the full cost of the new truck is booked as an expenditure.
- Amending the golf maintenance operating equipment budget by $9,000.00 for the annual lease payment for the mowers.

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 $55,000.00 and increases expenditures by $64,000.00.

**RECOMMENDATION:**
City Staff recommends this Council Bill be approved on an emergency basis.

**COUNCIL BILL NO. 2017-510** **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, 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 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 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 Sixty-Four Thousand Dollars and No Cents ($64,000.00) 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 revenues and 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 _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
5-May-17

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 001 | General Fund | | | | | |
| | General Fund | 001-0000-450-0404 | Other Income-Trade-In | $ | 45,000 | |
| | General Fund | 001-0000-440-0913 | TIF Reimbursement Fees | | 10,000 | |
| | TIF Reimbursable Costs | 001-2015-500-5015 | Legal Fees | | | 5,000 |
| | TIF Reimbursable Costs | 001-2015-500-7020 | Legal Notices | | | 5,000 |
| | Fire Operations | 001-6002-510-8210 | Motor Vehicles | | | 45,000 |
| | Total General Fund | | | $ | 55,000 | 55,000 |
| 410 | Golf Course Fund | | | | | |
| | Golf Maintenance | 410-6521-560-8220 | Operating Equipment | | | 9,000 |
| | Total Golf Course Fund | | | $ | - | 9,000 |
| | Grand Total | | | $ | 55,000 | 64,000 |

**AGREEMENT BETWEEN**
**CITY OF JOPLIN and**
**TRANSYSTEMS CORPORATION**
**FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____,2017, by and between the City of Joplin (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

*This project consists of updating the Bicycle and Pedestrian Transportation Plan as more fully described in the Project Description section set forth on Exhibit A attached hereto and incorporated herein by this reference.*

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1**
**BASIC SERVICES OF TRANSYSTEMS**

**Section 1.1 Basic Services.** In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

**Section 1.2 TRANSYSTEMS' Duties.** In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

## SECTION 2
## ADDITIONAL SERVICES OF TRANSYSTEMS

**Section 2.1. Additional Services.** In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

**Section 2.2 Changes in the Services.**

**Section 2.2.1 Agreed Upon Changes in the Services.** It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

**Section 2.2.2Constructive Changes and Other Additional Costs.** In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification

of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

## SECTION 3
## CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

**Section 3.1 Client Representative.** Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

**Section 3.2 Project Information.** Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

**Section 3.3 Project Access.** Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

**Section 3.4 Client Participation.** Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

**Section 3.5 Notices.** Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

**Section 3.6 Additional Services.** When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

**Section 3.7 Licenses, Permits, etc.** Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

**Section 3.8 Other Duties.** Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

**Section 3.9 Defects in Services.** The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Section 3.10 Taxes.** Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

**Section 3.11 Contractor Insurance and Indemnity Requirements.** The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

**Section 3.12 Unauthorized Changes.** In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

**Section 3.13 Costs.** Bear all costs incident to compliance with the requirements of this Section 3.

## SECTION 4
## PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

**Section 4.1 Period of Service.** The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

**Section 4.2** TRANSYSTEMS agrees to complete the Basic Services by October 31st, 2017. (the "Completion Date"). If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event. Substantially complete is defined here as submittal of the DRAFT Vision and Implementation Plan (Report) for JATSO review. The Completion Date is also dependent upon the assumed Start Date with an executed contract by June 5, 2017.

**Section 4.3 Timeliness of Performance.** The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

**Section 4.4 Notice of Delay.** If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS'

schedule for performance of its services shall be equitably adjusted.

**Section 4.5 Force Majeure.** For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

## SECTION 5
## TRANSYSTEMS' COMPENSATION

**Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services**

**Section 5.1.1 For Basic Services.** As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows: The maximum fee for the scope of services shall be $89,540. CLIENT shall pay TRANSYSTEMS for all Basic Services at the hourly rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed, up to this maximum fee.

**Section 5.1.2 For Reimbursable Expenses in connection with Basic Services.** Reimbursable expenses are included in the $89,520 maximum fee. CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect. For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

**Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services**

**Section 5.2.1 For Additional Services.** As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

**Section 5.2.2 For Reimbursable Expenses in connection with Additional Services.** In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

**Section 5.3 TranSystems' Schedule of Rates and Expenses.** TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

**Section 5.4 Monthly Invoices.** TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. Statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

**Section 5.5 Other Provisions Concerning Payments.**

**Section 5.5.1 Interest, Suspension of Services.** If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

**Section 5.5.2 Payments after Termination by Client.** In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable

demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

**Section 5.5.3 Payments after Termination by TranSystems.** In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

**Section 5.5.4 Records.** Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

**Section 5.5.5 Cost Factors.** Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

## SECTION 6
## OPINIONS OF COST AND SCHEDULE

**Section 6.1 Opinions of Cost and Schedule.** Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

## SECTION 7
## GENERAL CONSIDERATIONS

**Section 7.1 Termination.** The obligation to provide further services under this Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

**Section 7.1.1 Replacement of TranSystems.** If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

**Section 7.2 Reuse of Documents.** All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

**Section 7.3 Delivery of Electronic Files.** In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

**Section 7.4 Standard of Practice, Warranties.** Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

**Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques.** Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or

procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

**Section 7.6 Insurance.**

**Section 7.6.1 TranSystems Insurance.** TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

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

b) Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c) Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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

f) Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000 per claim and $2,000,000 annual aggregate.

**Section 7.6.2 Client Insurance.** If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

**Section 7.7 Liability and Indemnification.**

**Section 7.7.1 General.** Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

**Section 7.7.2 TranSystems Indemnification.**

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

**Section 7.7.3 Client Indemnification.** The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S intentional or reckless acts, errors or omissions.

**Section 7.7.4 Employee Claims.** TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, it's employees, agents or subcontractors).

**Section 7.7.5 Consequential Damages.** To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power. To the fullest extent permitted by law, CLIENT shall not, in any event, be liable to TRANSYSTEMS for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power

**Section 7.7.6 Limitation of Liability.** To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

**Section 7.7.7 Survival.** The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

**Section 7.8 Betterment.** If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required

and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Section 7.9 Use of Logo.** CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

## SECTION 8
## SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

**Section 8.1 Special Provisions. This Agreement is subject to no special provisions.**

**Section 8.2 Contract Documents.** This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services
Exhibit B – CLIENT Services
Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

**Section 8.3 Entire Agreement.** This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

**Section 8.4 Hazardous Materials.** Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

**Section 8.5 Independent Contractor.** TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

**Section 8.6 Representations and Remedies.** TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

**Section 8.7 Assignment, Subcontractors.** This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

**Section 8.8 Notices.** All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Taylor Cunningham
Joplin Area Transportation Organization
602 South Main Street
Joplin, Mo 64801

If to TRANSYSTEMS:

Shawn Turner
TranSystems
1329 E 32nd Street
Joplin, Mo 64801

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

**Section 8.9 Interpretation.**

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

**Section 8.10 Certificates, Guarantees And Warranties.** TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

**Section 8.11 Choice of Law and Venue:** This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

**Section 8.12 Execution of Documents.** TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2017.

| **City of Joplin** | **TranSystems Corporation** |
|---|---|
| By:_____ | By:_____ |
| Printed Name:_____ | Printed Name: Shawn Turner |
| Title:_____ | Title: Vice President |

**EXHIBIT "A"**
**Basic Services**

## 1. Project Management

a. *Kick-Off Meeting:* One (1) project kick-off meeting will be held in Joplin, Missouri with JATSO staff at the start of the project. The intent of the project kick-off meeting is to acquire requested data (or determine a timeline for obtaining such data), begin initial discussions regarding bicycle and pedestrian issues, and discuss project administration and scheduling of major milestones. The outline of the Public Involvement Plan will include:

   i. Target dates, times, and locations for public meetings

   ii. Developing, submitting for review, and obtaining approval for the public opinion survey instrument as well as determination of the host website

   iii. Developing strategies for conducting community leader interactions by targeting key personnel, preferred communication methods, and targeted schedule

b. *Monthly Reporting:* TranSystems will provide monthly status reports with invoices.

## 2. Data Collection

a. *Network Verification:* TranSystems will review existing documents relevant to JATSO's bicycle and pedestrian system for both existing and proposed facilities. The data review will focus upon key information listed below in order to assemble a comprehensive regional base map.

   i. JATSO Existing off-road network maps and GIS data
   ii. JATSO Existing on-road network maps and GIS data
   iii. JATSO Metropolitan Transportation Plan
   iv. City of Joplin bicycle and pedestrian related GIS data
   v. City of Webb City bicycle and pedestrian related GIS maps
   vi. City of Carl Junction bicycle and pedestrian related GIS maps

   In addition, a windshield survey of the existing bicycle and pedestrian system, as defined by available mapping, will be conducted. The review will include the documentation of material, width, and visual assessment of overall physical condition for off-road (trails) and marked or signed on-road bicycle facilities.

b. *Review Existing Plans and Projects:* The review of existing documents will be limited to the identification of currently programmed plans and projects including those specifically related to bicycle and pedestrian facilities as well as those with the opportunity to include enhanced bicycle and pedestrian amenities. The review will focus upon collector or arterial street expansions or extensions as well as Park Department plans for expanded or new recreational facilities that include bicycle/pedestrian accommodations.

c. *Socioeconomic Forecasts:* A review of existing and forecasted socioeconomic forecasts for the region will be conducted utilizing the most recent U.S. Census Bureau data. The review will focus on information such as transportation by mode and concentrations of users most likely to rely on bicycle and pedestrian infrastructure (i.e. children, university students, older adults, persons with disabilities, and zero-vehicle households).

Product(s): Documentation of the various reviews of data will be prepared in text, map, table, and chart formats for inclusion in the overall Plan as well as for summary information to be presented at the 1st Area Meeting.

**3. Assessment of Facilities**

This task consists of a review of recent progress toward implementing bicycle and pedestrian facilities and the development of draft programs, policies, and projects for the Plan.

a. *Implementation Timeline:* TranSystems will review and discuss past projects with JATSO to gain insight into implementation challenges and lessons learned. Through discussions, the group will also determine a reasonably realistic timeframe for implementation of short-term and long-term improvement initiatives.

b. *Network Modifications:* With information gleaned from data collection and public engagement, TranSystems will develop a draft list of potential future projects, including as applicable, any known implementation schedule and project costs. At a minimum, the length of facility type and an associated cost (based upon an average cost per mile) will be developed.

c. *Improvement Initiatives:* Based on guidance from JATSO, improvement initiatives will focus on three types of policies and programs:

   i. Safe Routes to Schools: Review past activities, efforts, and any documentation regarding development of specific safe routes to school plans within the JATSO region to assess new or expanded efforts for potential implementation. If there are not any recent documented assessments, a cursory assessment of up to four public schools (elementary, middle, or high school) will be conducted for purposes of identifying the extent of probable improvements and associated costs. The assessments would focus upon the presence and continuity of sidewalks as well as treatments at street crossings within a 600 foot perimeter of the school property.

   ii. Complete Streets: Review past activities, efforts, and planning documents within the JATSO region regarding Complete Streets concepts and philosophy in order to develop applicable community guidance for incorporation into the Plan.

   iii. ADA Upgrades: Conduct a windshield review of traffic signals located on existing or proposed bicycle and pedestrian corridors to assess conditions. The brief review of the signals will be limited to documenting the presence of pedestrian accommodations (yes/no) and ADA elements (yes/no), without assessing compliance aspects.

Product(s): Documentation of potential projects and programs will be prepared in text, map, table, and chart formats for inclusion in the overall Plan as well as initial development of the probable costs and schedule of implementation based upon historic funding levels. Summary information would presented at the 2nd Area Meeting.

**4. Public Engagement**

This task provides a multi-pronged approach to public engagement that includes a (1) public meeting forum, (2) direct meetings with community leaders, and (3) a regional public survey.

a) *Area Meetings:* Two (2) public open house area meetings will be hosted in the JATSO region to gather input on key issues, projects, and priorities related to bicycle and pedestrian facilities. As identified in the target schedule, the 1st meeting would be held in mid-July and the 2nd meeting in early October. It is anticipated that the meeting location (to be determined) will be provided for use free of charge. Public notification material for the meetings will prepared by TranSystems and provided to JATSO for dissemination and

publication though applicable venues. It is anticipated that up to six (6) display boards would be prepared for each meeting summarizing the process, status, and findings at that stage of the study. Opportunities for community input through comment cards would be provided as well as potential prioritization exercises. Sign-in sheets will be prepared, though no handout material is anticipated, beyond directing attendees to a website. JATSO would be responsible for posting the public meeting material on a host website.

b) *Stakeholder Committee Meetings:* Two (2) stakeholder committee meetings will be held with the JATSO Bicycle and Pedestrian Committee to review the status of the study and gain input to guide the development of the overall Plan. These meetings are anticipated as part of the regularly scheduled JATSO meetings on the third Thursday of each quarter (July and October).

c) *Community Sessions:* Working with the JATSO Bicycle and Pedestrian Committee to develop effective communication strategies for the surrounding communities, informal community discussion sessions are proposed to be held with interested communities in the JATSO region. The intent is to offer each JATSO community an opportunity to provide input. Our experience indicates that communities with dedicated staff are more likely to be actively involved. It is anticipated that up to two rounds of these sessions would be hosted through already established meeting venues such as the Harry S Truman Coordinating Council, though the sessions may be supplemented by individual telephone conversations with elected officials or community staff, or one-on-one meetings with key stakeholders if necessary. The budget for this effort is estimated at twenty (20) hours and is intended to be flexible in response to extent of community input.

d) *Public Opinion Survey:* A public opinion survey will be administered through Survey Monkey. The set of specific survey questions are to be reviewed with JATSO prior to survey launch. TranSystems will assist JATSO in promotion of the survey through community forums, social media, established bicycle and pedestrian support groups, and other means as available (i.e. variable message boards). The survey will also be delivered to JATSO in PDF format to enable JATSO to distribute a hard-copy survey as needed. TranSystems will strive to obtain input from a cross-section of the population to assess opinions on basic issues such as the use of bicycle and pedestrian facilities, the quality of the current system, interest in future connections, and interest in funding improvements in the JATSO region. The survey will be hosted on the JATSO website with links to the host site provided by other participating communities in the JATSO region. A minimum 30-day period is desired to allow for input. A cut-off date for tabulated input is targeted for August 31st.

Product(s): Documentation of the input will be summarized in the form of meeting minutes or telephone conversations for the community or stakeholder community meetings. Input from the public open house area meetings will tabulated and statistically documented. Common themes or issues will identified for further review or evaluation. Tabulation and statistical documentation of the public survey will also be prepared from the responses to questions. Consequently, questions are not intended to be open ended but will focus upon the degree of agreement or disagreement with specific statements. The responses will be used to assist in providing focus, direction, and prioritization on the type of facilities and key regional connections. Based upon the actual number of responses through Survey Monkey, analysis by geographical location or socioeconomic characteristics may be useful in determining if responses vary by different groups of users.

**5. Update Regional Bicycle and Pedestrian Transportation Plan**

TranSystems will prepare a draft report for the Bicycle and Pedestrian Transportation Plan. The draft report will be submitted in electronic (PDF) format for review and comment by JATSO. If JATSO desires a comprehensive review of the document by several entities, JATSO staff will compile comments into a single document, resolve any conflicting comments, and provide comments to TranSystems to be addressed. Following review and one (1) round of comments on the draft report, a pre-final report will be prepared and submitted for JASTO to confirm

that comments have been satisfactorily addressed. Three (3) hard copies of the report will be provided as well as in electronic (PDF) format.

The report will include two phases:

a. *Phase I Vision:* Various components of the vision will be identified and discussed at the first Area Meeting and further refined based upon input. Further work outlined in Tasks 1-4 will formulate the vision statement. It is anticipated that the draft components of the vision will be presented at the second Area Meeting. Input from that meeting will determine if any further adjustment or refinements are needed.

b. *Phase II Implementation Plan:* The culmination of Tasks 1-4 will also inform the policies, programs, and projects included in the implementation plan. The implementation plan will also outline a potential timeline of priorities as well as probable costs and potential funding sources.

Product(s): Documentation of Tasks 1-4 will be compiled into the Vision and Implementation Plan. The documents will be developed as reader-friendly material with an emphasis upon summary-level information supplemented by supporting graphics, charts, or tables. Technical data or statistical analysis material will be assembled in an Appendix format.

**EXHIBIT "B"**
**CLIENT Services**

The following is an initial list of potentially applicable information for use in preparing comprehensive exhibits showing the location and type of facilities, historic records of bicycle and pedestrian projects and their costs, historic and projected socioeconomic data for the region as well as city, county, or regional reports and studies that will influence the assessment of past, on-going, and future activities. TRANSYSTEMS will conduct literature research for such information, yet is requesting assistance from JATSO in reaching out to its members and participants to verify the applicability of currently available information or supply pertinent material in a timely manner for review and inclusion in developing the Vision and Implementation Plan.

**Data Collection**

JATSO will provide GIS data for the region's entire transportation network with a focus upon the off-road and on-road networks for bicycle and pedestrian facilities. Any additional information on the transportation network such as presence of sidewalk, number of travel lanes, posted speed limits, traffic control devices, parking restrictions, functional classification, and traffic volumes is also requested. Land use elements including boundary limits for public institutions such as parks, schools, libraries, and other public institutions are also requested. Historic and forecasted U.S. Census Bureau data for the JATSO region is requested.

**Assessment of Facilities**

JATSO will review and confirm a list of committed transportation projects based upon available Capital Improvement Plan (CIP) as well as any published documents for potential future transportation projects. The list is assumed to identify a location, length (as applicable), and cost of the project. If no CIPs or other planning documents are readily available from communities within the region, JATSO will request guidance and input on potential transportation projects or improvements from those communities.

JATSO will assist in requesting and/or collecting from communities in the region:

- Any previous, on-going, or proposed Safe Routes to School assessments
- Any previous, on-going, or proposed Complete Streets initiatives, and
- Any previous, on-going, or proposed traffic signal or intersection ADA upgrades.

**Public Engagement**

JATSO will assist in securing adequate meeting space for conducting the two public open house area meetings. It is assumed that the meeting space will be provided free of charge. JATSO will be responsible for dissemination and publication though applicable venues of notifications for public meetings. JATSO would be responsible for posting the public meeting material on a host website.

JATSO will assist in promoting a public opinion survey through community forums, social media, established bicycle and pedestrian support groups, and other means as available (i.e. variable message boards). The survey will also be delivered to JATSO in PDF format to enable JATSO to distribute a hard-copy survey as needed. The survey will be hosted on the JATSO website with links to the host site provided by other participating communities in the JATSO region.

**Update Regional Bike Pedestrian Plan**

If JATSO desires a comprehensive review of the document by several entities, JATSO staff will compile comments into a single document, resolve any conflicting comments, and provide comments to TranSystems to be addressed.

## Schedule 1: TranSystems Corporation
## Schedule of Hourly Rates: Bicycle Pedestrian Transportation Plan

| Classification | Rate | Classification | Rate |
|---|---|---|---|
| Principal/Civil Engineer V | $300 | Industry Specialist V | $349 |
| Civil Engineer IV | $210 | Industry Specialist IV | $285 |
| Civil Engineer III | $180 | Industry Specialist III | $188 |
| Civil Engineer II | $124 | Inspector V | $225 |
| Civil Engineer I | $90 | Inspector IV | $128 |
| Architect IV | $229 | Inspector III | $92 |
| Architect III | $202 | Inspector II | $74 |
| Architect II | $94 | Marketing Administrator III | $140 |
| Planner III | $138 | Marketing Administrator II | $101 |
| Planner II | $90 | Administrator III | $151 |
| Planner I | $88 | Administrator II | $90 |
| Scientist III | $114 | Administrator I | $67 |
| Scientist II | $99 | Surveyor V | $160 |
| Technician V | $178 | Surveyor IV | $110 |
| Technician IV | $125 | Surveyor III | $96 |
| Technician III | $103 | Surveyor II | $76 |
| Technician II | $82 | Surveyor I | $56 |
| Technician I | $68 | Electrical Engineer IV | $205 |
| Principal/ Structural Engineer V | $288 | Electrical Engineer I | $129 |
| Structural Engineer IV | $220 | Construction Services I | $74 |
| Structural Engineer III | $181 | Construction Services II | $81 |
| Structural Engineer II | $133 | Construction Services III | $115 |
| Structural Engineer I | $101 | Construction Services IV | $127 |

Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2017. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

# JOPLIN AREA TRANSPORTATION STUDY ORGANIZATION




**FISCAL YEAR 2017**
**UNIFIED PLANNING WORK PROGRAM**
**NOVEMBER 1, 2016 TO OCTOBER 31, 2017**

CITY OF JOPLIN
DEPARTMENT OF PLANNING, DEVELOPMENT, AND NEIGHBORHOOD SERVICES
602 MAIN STREET
JOPLIN, MISSOURI 64804
(417) 624-0820

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# List of Acronyms

| | |
|---|---|
| CART | Citizens Advisory Recovery Team |
| CPG | Consolidated Planning Grant |
| FAST Act | Fixing America's Surface Transportation Act |
| FHWA | Federal Highway Administration |
| FTA | Federal Transit Administration |
| FY | Fiscal Year |
| GIS | Geographic Information Systems |
| HSTCC | Harry S. Truman Coordinating Council |
| JATSO | Joplin Area Transportation Study Organization |
| MAP-21 | Moving Ahead for Progress in the 21st Century |
| MAPS | Metropolitan Area Public Transit System |
| MoDOT | Missouri Department of Transportation |
| MOU | Memorandum of Understanding |
| MPO | Metropolitan Planning Organization |
| MTP | Metropolitan Transportation Program |
| O & D | Origin & Destination Study |
| PIP | Public Involvement Plan |
| SAFETEA-LU | Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users |
| TIP | Transportation Improvement Program |
| UPWP | Unified Planning Work Program |

# INTRODUCTION

## PURPOSE

The Joplin area transportation planning process is an on-going work effort that constitutes a branch of planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) in order to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP).

The Joplin area continues to make strides in redeveloping the area's transportation network while planning for future growth. During FY 2016, the City of Joplin completed the Maiden Lane widening project and the 20th Street Overpass with new sidewalks added along Maiden Lane to connect with the trail at Cunningham Park. Joplin has also completed public involvement for several improvement projects such as widening 32nd Street from Shifferdecker Avenue to Central City Road, widening of Zora Avenue from Range Line Road to MO-249, and a bridge replacement on Schifferdecker Avenue. Public involvement for 20th Street and South Main Street improvement projects using Disaster Recovery funds is currently underway. Additionally, Joplin has completed the construction of Mercy Park, adding a new shared use path along 26th street that connects to a walking trail within the park.

The JATSO continues to work on priorities facing our region, including recovery from the May 2011 tornado. Many Disaster Recovery projects are in progress, funded by Community Development Block Grants, and will have significant impacts on the region. The JATSO MPO area continues to attract businesses and focus on economic growth as well. Additionally, JATSO and City of Joplin staff continue to be involved in the 4-States Clean Air Alliance, ensuring air quality standards and compliance in our MPO region.

The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The end result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements mandated by the enacted by the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), Moving Ahead for Progress in the 21st Century (MAP-21), and the Fixing America's Surface Transportation Act (FAST Act).

## ORGANIZATION

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating the JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code.

The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council, the local regional planning commission, represents the smaller villages and unincorporated area on the JATSO Policy Board.

The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

## FUNDING FOR THE UPWP

Funding for the UPWP comes from three sources: The Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the City of Joplin. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source.

## PLANNING FACTORS

The Federal transportation planning requirements require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies and services that will address the following eight factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation; and
8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation
10. Enhance travel and tourism

## Eligible Items

There are a number of activities that are considered eligible for transportation planning funds. These include street inventories, map preparation, aerial photography and photogrammetry, traffic volume studies, land use studies, and other studies that support the transportation planning process. Other eligible activities include systems development and project planning, economic and fiscal studies related to streets, project evaluation studies, and compilation of reference statistics.

## Public Involvement Plan

The purpose for the Public Involvement Plan (PIP) adopted in 2009 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs.

The PIP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. The PIP states that all changes to documents and plans that require board approval, except for the PIP itself, shall have a news release issued and be posted to the JATSO webpage seven (7) days prior to any action by the governing board for the purposes of public comment. The PIP shall have a 45-day public comment period. A paper copy of the PIP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. An electronic copy of the PIP can be obtained at the JATSO website (http://joplinmo.org/index.aspx?NID=738). Other information pertaining to Title VI (Civil Rights Act of 1964), Limited English Proficiency (LEP) Plan, and American with Disabilities Act contact information can also be found at this website.

## FY 2017 Program Goals

The annual transportation planning program begins on November 1, 2016 and continues through October 31, 2017. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2017, JATSO's goals are:

- Improve metropolitan transportation planning through better cooperation and communication from JATSO, MoDOT, and ONEDOT. (All Tasks)
- Increase public and public agency participation in the JATSO transportation planning process. (Tasks 1, 2, 4, and 5)
- Update the 2016-2019 TIP as needed (Task 1)
- Improve the operational and technical capacity of the JATSO metropolitan transportation planning process.

# TASK 1. TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

**Objective:** JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan.

**Current Status:** The JATSO FY 2016-2019 TIP was approved by the JATSO Policy Board on April 12, 2016 and ONE DOT on July 12, 2016 and will be modified throughout FY 2017 as needed by the completion of JATSO TIP amendments and/or administrative actions.

**Tasks Completed in FY 2016**

- Staff amended the JATSO FY 2014-2017 TIP to include updated or new projects.
- Developed and approved the FY 2016-2019 TIP
- Staff maintained and monitored the projects in the JATSO FY 2016-2019 TIP
- Developed and executed the JATSO/MoDOT self-certification
- Develop the annual listing of obligated projects for FY 2015.
- Modification of the presentation of the Annual Listing of Obligated Projects work product to include only the information required by 23 CFR 450.332.

**Work Items**

- *Administration* – 70%
    - Complete TIP modifications as needed
    - Prepare the FY 2016 Annual Listing of Obligated Projects
- *Outreach* – 30%
    - Conduct Public Meetings

**Public Participation**

Prior to adopting a TIP a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the TIP document.

**End Products**

- Update JATSO FY 2016-2019 TIP with amendments as needed
- Prepare the FY 2017 Annual Listing of Obligated Projects

**Schedule for Completion**

- Activities will be on-going from November 1, 2016 through October 31, 2017

**Budget**

| Total Cost | Federal Funds (80%) | Local Funds (20%) |
|---|---|---|
| $22,103.88 | $17,683.10 | $4,420.78 |

# TASK 2. UNIFIED PLANNING WORK PROGRAM (UPWP)

## ADMINISTRATION & OPERATIONS

**Objective:** JATSO staff will maintain the approved UPWP for the current FY 2017 and develop the FY 2018 UPWP.

**Current Status:** This task is on-going with activities occurring on a day-to-day or on-demand basis.

**Tasks Completed in FY 2016**

- Staff carried out projects in the FY 2016 UPWP, including
    - Amended the FY 2016 UPWP
    - Developed the FY 2017 UPWP
    - Conducted five public meetings
    - Created and provided informational handouts at all public meetings
    - Completed an update of the Metropolitan Transportation Plan
    - Selected projects for STP Urban funding
    - Participated in a Technical Assistance meeting with ONE DOT and MoDOT in June 2016
    - Updated the JATSO website with current information and work products
    - Participated in monthly coordination meetings with MoDOT
- Staff completed items identified in the JATSO Operations Action Plan to ensure compliance with 23 CFR 450, including
    - Title VI/ADA/LEP Plan
    - JATSO Website Updates
    - Transportation Improvement Program Annual Amendment
    - STP-Urban Funds Project Selection
    - Developed and implemented prioritized action steps for improving the operational and technical capacity of the JATSO metropolitan transportation planning process.
    - Developed a JATSO Title VI plan that ensures JATSO's continued ability to self-certify its compliance with Title VI of the Civil Rights Act of 1964 and implementing federal regulations (23 CFR 450.334 (a)(3)(4)(5)(9)))
    - Updated the Public Involvement Plan (PIP) to ensure that it meets the requirements of 23 CFR 450.316.
    - Updated the JATSO Memorandum of Understanding (MOU) to include roles and responsibilities of JATSO, MoDOT, local jurisdictions and local transit operators for the purpose of carrying out continuing, comprehensive and cooperative transportation planning in the Joplin metropolitan planning area.
- Prepared and transmitted quarterly progress reports to MoDOT

**FY 2017 Work Items**

- *Administration* – 20%

    - Monitor and maintain the FY 2017 UPWP
    - Prepare and transmit quarterly progress reports to MoDOT
    - Prepare the FY 2018 UPWP
    - Document all MPO activities
    - Program additional tasks in FY 2017 as needed
- *General Transportation Planning* – 40%
    - Participate in MoDOT district and statewide planning activities
    - Prepare amendments to the Metropolitan Transportation Plan (MTP) as needed
    - Maintain inventory of transportation needs and priorities
    - Conduct JATSO Policy Board meetings
    - Ongoing coordination of JATSO activities with disaster recovery planning efforts
    - Staff professional development
    - Attend training sessions and technical assistance meetings for performance management
- *Outreach* – 20%
    - Conduct public meetings
    - Create informational hand-outs for public use
    - Ongoing outreach to JATSO member agencies
    - Ensure agencies receiving federal transportation funds maintain accurate financial records
- *Operations Action Plan Items to be Completed* – 20%
    - Metropolitan Transportation Plan Amendment
    - Functional Classification Updates

**Public Participation**

- Prior to adopting a Unified Planning Work Program, a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the UPWP document.

**End Products**

- Four (4) FY 2017 quarterly progress reports to MoDOT
- The JATSO FY 2018 UPWP completed in September 2017
- Maintain and update prioritized list of needs in the JATSO area as needed
- MTP amendments as needed
- Create information hand-outs for public use as needed
- Updated Public Involvement Plan
- Updated functional classification and roadways in JATSO area
- Updated JATSO/MoDOT MOU
- Continued update of JATSO's website with new information and amendments
- Continued update of PIP to meet federal regulations

**Schedule for Completion**:

- Activities will be on-going from November 1, 2016 through October 31, 2017.

**Budget**

| Total Cost | Federal Funds (80%) | Local Funds (20%) |
|---|---|---|
| $69,987.56 | $55,990.05 | $13,997.51 |

# TASK 3. GEOGRAPHIC INFORMATION SYSTEMS (GIS)

**Objective:** JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local governments and agencies to update and create databases and collect and input data into the JATSO's GIS.

**Current Status:** The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into GIS databases as it becomes available. Midland GIS Solutions continues to host the GIS website for the purposes of managing information.

**Tasks Completed in FY 2016**

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.

**FY 2017 Work Items**

- *Administration* – 55%
    - Maintain and update GIS layers used by JATSO, the Metro Area Public Transit System (MAPS), the Harry S. Truman Coordinating Council and local governments and agencies.
- *Annual ESRI licensing fee* – 30%
- *Maintaining the GIS website* – 15%

**FY 2017 End Products**

- Maintain GIS layers
- Update street, subdivision, zoning, and property ownership layers.
- Update aerial photography and contour, flood plain, census, environmental and traffic count layers as needed.
- Update data and maps to reflect change in transit/multi-modal facilities

**Schedule for Completion**

- Activities will be on-going from November 1, 2016 through October 31, 2017.

**Budget**

| Total Cost | Federal Funds (80%) | Local Funds (20%) |
|---|---|---|
| $50,756.80 | $40,605.44 | $10,151.36 |

# TASK 4. TRANSIT PLANNING

**Objective:** The Transit Coordinator will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. The Transit Coordinator will complete long and short-range transit planning responsibilities.

**Current Status**: The Transit Coordinator continues with program support and administration.

**Tasks Completed in FY 2016**

- Staff monitored the MAPS and collected data and information.
- Staff monitored the Sunshine Lamp Trolley system.
- Staff planned for the development of a transfer station and updated trolley routes.

**FY 2017 Work Items**

- *Administration – 100%*
    - The MAPS transit coordinator collects and records transit data and information and reports the data findings to local, state and federal government agencies.
    - The MAPS transit coordinator and JATSO staff use data and information to complete short and long-range planning responsibilities.
    - Transit coordinator monitors and analyzes Sunshine Lamp Trolley system.

**FY 2017 End Products**

- Transit coordinator carries out the daily operations of MAPS.
- Transit coordinator provides MoDOT and FTA with necessary transit data and documentation.

**Schedule for Completion**

- Activities will be on-going from November 1, 2016 through October 31, 2017.

**Budget**

| Total Cost | Federal (80%) | Local Funds (20%) |
|---|---|---|
| $47,541.00 | $ 38,032.80 (FTA Sec. 5307) | $ 9,508.20 (City of Joplin) |

# TASK 5. PROGRAMS, SOFTWARE & HARDWARE

**Objective:** To maintain and improve an interactive JATSO website for the Joplin metropolitan planning area and maintain and improve JATSO's TransCAD software.

**Current Status:** The MPO's main website is included on the City of Joplin's website, (http://joplinmo.org/index.aspx?nid=738). The site contains information about JATSO, meeting agendas, minutes, and notices, and work products.

**Tasks Completed in FY 2016**

- JATSO staff maintained an interactive website that includes zoning, street, subdivision, and parcel information. News releases and agendas were posted to the City of Joplin's main webpage.
- JATSO updated their TransCAD software

**FY 2017 Work Items**

- Maintaining the JATSO website
- Maintaining JATSO's TransCAD model
- New laptop for MPO staff
- Annual maintenance fees for two (2) TransCAD licenses

**FY 2017 End Products**

- Maintain an interactive GIS website that includes zoning, street, subdivision, parcel, and any other pertinent information.
- Maintain JATSO's website and make regular updates to keep the public informed.
- Maintain JATSO travel demand model in TransCAD.

**Schedule for Completion**

- Activities will be on-going from November 1, 2016 through October 31, 2017.

**Budget**

| Total Cost | Federal Funds (80%) | Local Funds (20%) |
|---|---|---|
| $4,859.68 | $3,887.74 | $971.94 |

# TASK 6. COMPREHENSIVE PLAN UPDATE (PHASE II)

**Objective:** Update the current Joplin Area Comprehensive Plan (Phase II)

**Current Status:** The existing land use code for the Disaster Recovery Area does not encourage or permit the types of sustainable redevelopment identified in the Comprehensive Plan.

**Tasks Completed in FY 2016:**

- JATSO selected Gould Evans to complete Phase II of the Comprehensive Plan Update
- City Council approved the contract with Gould Evans
- Phases 1 and 2 were completed which included
    - Phase 1: Initiation mobilizes stakeholders and establishes key benchmarks and a time line for the project.
    - Phase 2: Discussion builds understanding and ownership in the direction of the project and includes a public open house as well as steering committee meetings.

**FY 2017 Work Items:** The 2012 Comprehensive Plan was adopted in July 2012. The updated plan addresses sustainable redevelopment in the Disaster Recovery Area, especially along the 20th Street Corridor. However, the goals and recommendations in the Comprehensive Plan cannot be achieved without a land use code update for the Disaster Recovery Area. Coordinating land use and transportation planning is an important component of sustainable development, a topic that received support from Joplin area residents in the Citizens Advisory Recovery Team (CART) plan. Area residents understand the impact that land use decisions have on their transportation decisions and needs.

The Comprehensive Plan, Metropolitan Transportation Plan, and CART all include recommendations for access management, sidewalks, and bicycle, trail and transit connections. The three aforementioned plans along with a land use code update work together to promote effective land use and transportation decisions in the Disaster Recovery Area.

The MTP, adopted in 2016, has a total of nine (9) goals, four (4) of which directly relate to land use. The following goals can be found in the LRTP:

- Goal I: Provide for the development of a transportation system that is supported by and complements land development and enhances community development.
- Goal IV: Provide for a balanced transportation system that provides a choice of travel modes for different individuals and activities.
- Goal VIII: Maintain low environmental impact from the transportation system within the metro area.
- Goal IX: Develop a future transportation system that encourages energy conservation.

The MTP recognizes the importance of connecting transportation and land use to provide an effective, sustainable, and multi-modal transportation system. An updated land use code for the Disaster Recovery Area will allow the impacted area to redevelop as a model for sustainable development.

**FY 2017 End Products:** An updated land use code that will help staff and the public make informed development decisions and achieve goals identified in the 2012 Comprehensive Plan will be adopted by the City of Joplin.

**Public Participation:** Public Participation is one of the most important elements when developing a land use code. JATSO will hold numerous stakeholder, focus group, and public meetings for the update.

**Schedule for Completion**: The selected consultant with staff assistance will conduct multiple public participation events and present drafts for public comment throughout FY 2016 and the first half of FY 2017. A final draft will be reviewed and approved by the Policy Board around the end of FY 2017 or the first quarter of FY 2018.

**Budget**

| Total Cost | Federal Funds (60%) | Local Funds (40%) |
|---|---|---|
| $ 100,000 | $60,000 (CPG Funds) | $40,000 (City of Joplin) |

# TASK 7. BICYCLE AND PEDESTRIAN TRANSPORTATION PLAN UPDATE

**Objective:** Update the JATSO Bicycle and Pedestrian Transportation Master Plan.

**Current Status:** The Bicycle-Pedestrian Transportation Plan for the Metropolitan Joplin Area was last updated in 2001.

**FY 2017 Work Items:** In the last fifteen years, there have been numerous bicycle and pedestrian projects in the planning area; additionally, following the May 2011 tornado in Joplin, many roads have been or will be reconstructed with increased bicycle and pedestrian infrastructure. This plan should be updated to gain an accurate assessment of the connectivity and existing infrastructure in the planning area as well as update the bicycle and pedestrian related goals of JATSO. The plan should provide JATSO with a prioritized list of non-motorized transportation needs in the planning area.

The Comprehensive Plan, Metropolitan Transportation Plan, and CART all include recommendations for access management, sidewalks, and bicycle, trail and transit connections. Goals 4, 6, 7, 8, and 9 of the 2036 MTP support the need for an up-to-date Bicycle and Pedestrian Transportation Plan by encouraging economic vitality, environmental justice, and support for individuals with low-income or disabilities.

**End Products:** An updated Bicycle and Pedestrian Transportation Plan for the JATSO planning area that will help the staff and public encourage sustainable and accessible multi-modal transportation planning and programming in the region.

**Public Participation:** This plan update will include three (3) public meetings as well as a public involvement survey to be used by JATSO.

**Schedule for Completion:** The selected consultant with staff assistance will conduct multiple public participation events and present drafts for public comment throughout FY 2016 and the first half of FY 2017. A final draft will be reviewed and approved by the Policy Board by the end of FY 2017.

**Budget:**

| Total Cost | Federal Share (80% CPG) | Local Match (20%) |
|---|---|---|
| $100,000 | $80,000 | $20,000 |

## TASK FUNDING SUMMARY FOR FY 2017

| Task Funding Summary | | | | |
|---|---|---|---|---|
| Task | Total CPG funds* | Total 5307 Funds | Local City of Joplin | Total Funds |
| Transportation Improvement Program | $17,683.10 | $ - | $ 4,420.78 | $22,103.88 |
| Unified Planning Work Program | $ 55,990.05 | $ - | $ 13,997.51 | 69,987.56 |
| Geographic Information Systems | $40,605.44 | $ - | $ 10,151.36 | 50,756.80 |
| Transit Planning | $ - | $ 38,032.80 | $ 9,508.20 | $47,541.00 |
| Programs, Software, and Hardware | $ 3,887.74 | $ - | $ 971.94 | $ 4,859.68 |
| Comp. Plan Update, Phase II | $ 60,000.00 | $ - | $ 40,000.00 | $ 100,000.00 |
| Bike/Ped Plan Update | $ 80,000.00 | $ - | $ 20,000.00 | $ 100,000.00 |
| Total | $258,166.34 | 38,032.80 | $99,049.78 | $395,248.92 |
| Note: *includes PL and 5303. | | | | |

## SUMMARY BY FUNDING SOURCE

| Funding Summary by Funding Source | |
|---|---|
| FHWA PL & FTA Section 5303 Funds (Consolidated Planning Grant) | $258,166.34 |
| Local Match (20% of Consolidated Funds-FHWA PL Funds and FTA Section 5303 Funds) | $89,541.58 |
| FTA Section 5307 Share | $ 38,032.80 |
| Local Match (20% of Total Task Cost using FTA Section 5307 Funds) | $ 9,508.20 |
| Total Programmed | $395,248.92 |

## CPG BALANCE TRACKING

| FY 2016 | |
|---|---|
| FY 2016 CPG Allocation | $ 192,386.00 |
| CPG Fund Balance As of 7/31/16 | $ 998,031.63 |
| Remaining CPG Funds to be Spent in FY 2016 | $ 27,283.04 |
| **FY 2017** | |
| Estimated FY 2017 Allocation | $ 192,386.00 |
| Total Estimated CPG Funds Available for FY 2017 UPWP | $ 1,190,417.63 |
| Total Programmed CPG Funds for FY 2017 UPWP | $ 258,166.34 |
| Remaining Unprogrammed Balance | $ 932,251.29 |
| **CPG Tracking** | |
| Maximum 5-year Balance | $ 918,641.09 |
| Remaining CPG Funds to be Programmed | $ 13,610.20 |

The total amount of the Consolidated Planning Grant (CPG) and FTA Section 5307 budgeted for FY 2017 is estimated at $ $258,166.34 and $38,032.80. JATSO is budgeting $99,049.78 in local match for planning tasks in FY 2017, resulting in an overall program budget of $454,280.36 (includes FTA Sec. 5307). JATSO has approximately $923,197.82 of un-programmed CPG funds. JATSO has been working to identify program areas that could benefit from the utilization of CPG funding in order to spend down the current balance, including utilizing CPG funds for the salaries of those who do transportation planning work but had not been previously billing to the MPO. Additionally, the JATSO is going to be updating its Bicycle and Pedestrian Transportation Plan.

JATSO greatly appreciates the advice and technical assistance provided by MoDOT, FHWA, and FTA in the course of conducting local planning activities. JATSO recognizes that planning is a multi-faceted activity, requiring knowledge of a variety of subjects. The dedication and cooperative spirit displayed by these agencies is greatly appreciated.

The preparation of this UPWP is financed in part by FTA and FHWA Consolidated Planning Grant funds that are administered by MoDOT.

## JATSO Organizational Chart

Staff is located at the City of Joplin offices and are dedicated to JATSO activities.

**Full-time Staff**

Robert Lolley, Transit Coordinator (1.0 FTE)

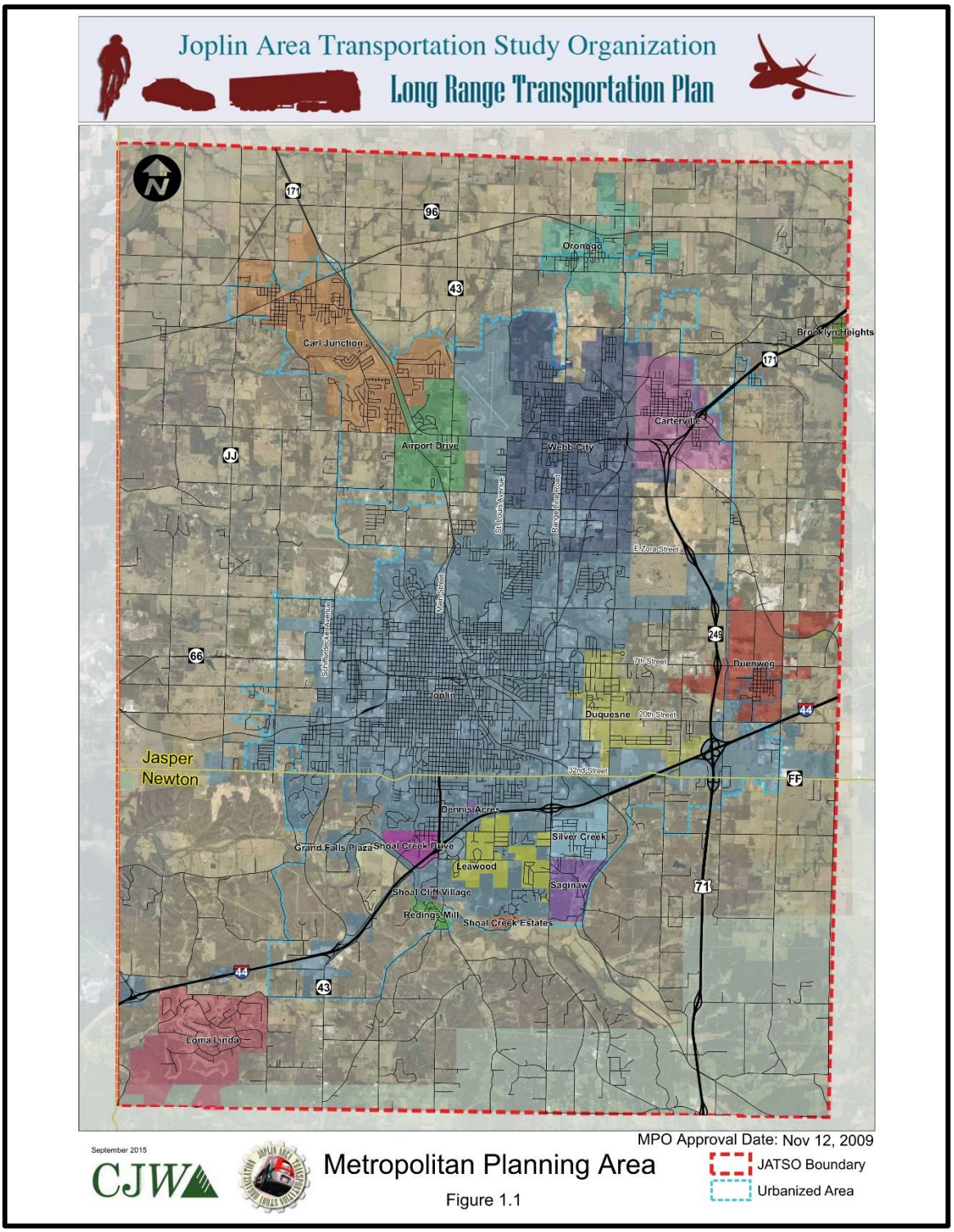
**Part-time Staff**

Troy Bolander, MPO Staff Director (0.5 FTE)
Taylor Cunningham, Planner (0.8 FTE)
John Gilligan, GIS Coordinator (0.5 FTE)
Lindsay Dunn, Clerk (0.25 FTE)

**JATSO Policy Board Voting Members**

| | | |
|---|---|---|
| **Chairman Nick Heatherly** | **Director of Public Works** | **City of Joplin** |
| **Vice Chairman Troy Bolander** | Director of Planning, Development, and Neighborhood Services | City of Joplin |
| **Dan Salisbury** | Assistant Director of Public Works | City of Joplin |
| **Lynden Lawson** | Assistant Director of Public Works – Operations | City of Joplin |
| **Robert Lolley** | Transit Coordinator | City of Joplin |
| **Steve Stockham** | Airport Manager | City of Joplin |
| **Carl Francis** | Interim City Administrator | City of Webb City |
| **Steve Lawver** | City Administrator | City of Carl Junction |
| **Jill Cornett** | Director | Harry S. Truman Coordinating Council |
| **Darieus Adams** | Commissioner | Jasper County |
| **Marilyn Ruestman** | Commissioner | Newton County |
| **Becky Baltz** | Southwest District Engineer | Missouri Department of Transportation |
| **Michael Swan, Alternate** | Transportation Planner | Harry S. Truman Coordinating Council |
| **Frank Miller, Alternate** | Senior Transportation Planner | Missouri Department of Transportation |

# JATSO METROPOLITAN PLANNING AREA (MPA) BOUNDARY MAP



# BICYCLE AND PEDESTRIAN TRANSPORTATION PLAN

## SCORING TABULATION

| Proposal | | | | | | |
|---|---|---|---|---|---|---|
| | Reviewer 1 | Reviewer 2 | Reviewer 3 | Reviewer 4 | Reviewer 5 | Average |
| **Alta Planning** | 90 | 89 | 85 | 90 | 89 | 88.6 |
| **Transystems** | 85 | 89 | 100 | 95 | 70 | 87.8 |

| Interview | | | | | | |
|---|---|---|---|---|---|---|
| | Reviewer 1 | Reviewer 2 | Reviewer 3 | Reviewer 4 | Reviewer 5 | Average |
| **Alta Planning** | 17 | 19 | 19 | 18 | 15 | 17.6 |
| **Transystems** | 19 | 20 | 20 | 20 | 17 | 19.2 |

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 15, 2017

Item: Agreement between the City of Joplin and Transystems Corporation.
Originating Department: Planning, Development and Neighborhood Services

| | |
|---|---|
| Attachments: | 1) Attachment A - Agreement<br>2) FY 2017 UPWP<br>3) CB 2017-261 |
| Department Head: | Troy Bolander |
| Department Head: | David Hertzberg |
| Finance Department: | Leslie Haase |
| City Attorney: | Peter Edwards |
| City Manager: | Sam Anselm |

INTRODUCTION:
This Council Bill authorizes the City of Joplin to enter into Agreement with Transystems Corporation for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's (JATSO) Bicycle and Pedestrian Transportation Plan.

DISCUSSION:
This Council Bill authorizes the City of Joplin to enter into an Agreement with Transystems Corporation for Transportation Planning Services to update the JATSO Bicycle and Pedestrian Transportation Plan, authorizing the City Manager to execute said Agreement in substantially similar form.

This will be an update to Phase I and Phase II of the Bicycle and Pedestrian Transportation Plan. JATSO's current Bicycle and Pedestrian Transportation Plan consists of two phases. Phase I is a strategic plan that communicates the vision for the planning area's bicycle and pedestrian transportation network and is largely based on information and comments gathered at the public input and stakeholder meetings. Phase II is a project identification document that takes the public input gathered in both phases and produces recommendations for projects and details financial options for implementation of those recommendations. Phase I was completed in 1999 and Phase II was completed 2001 by Transystems Corporation.

The consultant is expected to update these documents and produce a synthesized and up-to-date Bicycle and Pedestrian Transportation Plan for the Joplin planning area. The finalized plan will provide an up-to-date look at the region's bicycle and pedestrian facilities and capacity, as well as provide recommendations for future non-motorized transportation projects to ensure connectivity. Along with these recommendations, the plan will detail possible funding sources for initial capital improvements and continued maintenance of new facilities. This plan will allow Joplin and other jurisdictions within the MPO to prioritize projects based on recommendations set forth in the plan. The consultant will present the plan to JATSO and the

City Council upon completion.

The total cost for this project is not to exceed $89,540. This will be paid for by the Certified Planning Grant Funds that are awarded to JATSO on an annual basis with a 20% match required from local jurisdictions. CPG funds will pay for 80% of this project, or $71,632. Joplin, Carl Junction, and Webb City will provide the remaining 20%, or $17,908. The 20% match will be divided between the three major communities based on their 2010 census population. See below for match requirements.

| **Match Requirements** | | | |
|---|---|---|---|
| *Jurisdiction* | *2010 Census Population* | *Percentage* | *Total Match Required* |
| Carl Junction | 7,445 | 11% | $ 1,926.16 |
| Webb City | 10,996 | 16% | $ 2,844.87 |
| Joplin | 50,777 | 73% | $ 13,136.97 |
| Total | 69,218 | 100% | $ 17,908.00 |

RECOMMENDATION:

Staff recommends this Council Bill be approved.

COUNCIL BILL NO. 2017-261 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Transystems Corporation for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's Bicycle and Pedestrian Transportation Plan; authorizing the City Manager to execute said Agreement for the City.

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

Section 1. That the City enter into an Agreement by and between the City of Joplin and Transystems Corporation dealing generally with the update of the Joplin Area Transportation Study Organization's Bicycle and Pedestrian Transportation Plan, amount not to exceed Eighty-Nine Thousand, Five Hundred Twenty and 00/100 Dollars ($89,520.00), attached hereto as Exhibit A.

Section 2. That the City Manager is hereby authorized to execute said Agreement, or in substantially similar form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: MAY 15, 2017**

**ITEM: COUNCIL BILL NO. 2017-509**

**Finance Director: Leslie Haase**
**Human Resources Director: Dave Allgood**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill approves the job description for Utility Billing Supervisor in the Finance Department and the placement within the Salary Administration Plan.

**DISCUSSION:**
Missouri-American Water Company notified the City of their intent to cease the wastewater and trash billing services in December of 2012. The finance department performed this function until it was outsourced to the water company in 1998. Following the notification, the finance department analyzed the cost of outsourcing this service to another vendor versus bringing the service in-house again.

It was determined that bringing the service back in-house was the most cost effective and efficient option. In January of 2013, the City began the billing and collecting for this service. There are currently two billers and two collectors for this service. These duties must be separated for proper accounting internal controls. Utility Billing currently sends approximately 21,000 bills per month or 252,000 bills per year. There are an additional 6,000 delinquent notices sent per month. The current cost of this service is $2.75 per bill.

It has been apparent that a Utility Billing Supervisor is needed for this service for some time. Currently, the Finance Director and Assistant Finance Director are partially serving this function. The Assistant Finance Director spends approximately 50% of his time in this capacity, which takes away from the accounting duties that should be performed. Additionally, the Supervisor will be establishing policies and procedures, as well as evaluating new cost savings measures. As a result, the Utility Billing Supervisor was added to the 2016 fiscal year budget, but was put on hold. With the addition of this position, the cost of the service will be approximately $3.20 per bill.

The City Manager has given approval to move forward with the position. As such, a new job description was created. The Personnel Board reviewed and approved the job description at their meeting on April 27, 2017. The position will be placed in Range 200 of the Salary Administration Plan. The sewer fees cover the cost of this service.

**RECOMMENDATION:**
City Staff recommends this Council Bill be approved on first reading.

**COUNCIL BILL NO. 2017-509** **ORDINANCE NO.**

AN ORDINANCE approving the job description for Utility Billing Supervisor and the placement of the position within the Salary Administration Plan for the City of Joplin.

WHEREAS, the City of Joplin took over the sewer and trash billing for the community and surrounding areas upon notification by Missouri American Water Company in 2013; and,

WHEREAS, a new position for a Utility Billing Supervisor was approved in the FY 2015-2016 budget; and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

Section 1. That approval of the job description for Utility Billing Supervisor for the City of Joplin being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That placement of the Utility Billing Supervisor position will be a Range 200 within the Salary Administration Plan as set forth in Exhibit "A".

Section 3. That the City Manager of the City of Joplin, Missouri, is hereby authorized to establish this position in accordance with the attached, for and on behalf of the City of Joplin.

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

_____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# JOB DECRIPTION
## CITY OF JOPLIN
### UTILITY BILLING SUPERVISOR

**TITLE:** UTILITY BILLING SUPERVISOR
**DEPARTMENT**: FINANCE

**DESCRIPTION**:
Responsible for managing and overseeing daily operations of Utility Billing functions to ensure proper customer service, as well as the accurate and secure handling of the City's customers' utility accounts. Reports to the Director of Finance.

**GENERAL DUTIES AND RESPONSIBILIES**:
- Attendance and punctuality
- Must maintain confidentiality
- High level of professionalism and integrity

**PRINCIPAL DUTIES AND RESPONSIBILTES:**
THE FOLLOWING ARE NORMAL DUTIES FOR THIS TITLE. HOWEVER, THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE, OTHER DUTIES MAY BE REQUIRED OR ASSIGNED.
- Manages the development and implementation of goals, objectives, and overall direction of Utility Billing unit to ensure efficient organization and completion of work.
- Supervises the daily activities of the Utility Billing staff.
- Communicates, and monitors policies, procedures, and standards for Utility Billing.
- May recommend to the Finance Director improvements and changes to policies and procedures when necessary.
- Prepares and analyzes a variety of financial reports and maintains reports necessary to ensure proper internal control and to satisfy information needs.
- Interacts with staff from other departments; business owners; and the public, in person or by telephone to respond to inquiries, receive complaints, or resolve problems.
- Performs special assignments as requested, to include researching and preparing reports and projects, developing and implementing programs, and presenting technical data to management.
- Oversees all processes involved in the billing and collection of payments for sewer and trash service.
- Ensures that all employees are adequately cross-trained to maximize service and efficiency.
- Participate in hiring, counseling and evaluation of assigned staff.
- Monitor customers' utility accounts to ensure proper billing and set up.
- Monitor ordinance changes, annexations and sewer agreements to ensure accurate utility billing.
- Investigate and resolve escalated complaints.
- Ensure the City's utility accounts and billing functions are in compliance with federal, state, and municipal laws and regulations.
- Ability to provide excellent customer service and resolve conflict with customers and staff.
- Strong sense of professionalism to calmly represent the City when addressing complaints and upset customers.
- Performs other duties as requested by the Finance Director

# JOB DECRIPTION
## CITY OF JOPLIN
### UTILITY BILLING SUPERVISOR

**GENERAL PHYSICAL REQUIREMENTS:**

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in both verbal and written communications with co-workers, vendors, customers and citizens.
- Excellent interpersonal skills to successfully develop positive intergovernmental and employee relationships.
- Knowledge of the basic principles of employee supervision and procedures.

MATHMATICAL ABILITY

- Knowledge of accounting, bookkeeping and billing practices.
- Ability to analyze data and reports and reach sound conclusions about the information.

COMPUTER KNOWLEDGE AND SKILL:

- Proficiency with computer programs (including Microsoft Excel) and related software, including the ability to generate reports, access and analyze customer accounts, prepare spreadsheets and generate correspondence.

PHYSICAL REQUIREMENTS:

- Requires long periods of sitting
- Must be mobile to such a degree that allows effective job related movement through the work area or building to perform essential job functions.
- Sightedness and hearing are required
- Low levels of twisting, stooping and bending may be required
- Must have a degree of manual dexterity sufficient to operate varying office equipment with keyboards such as computers, calculator, FAX machines, typewriters, copiers, scanners, telephones and other types of office equipment.

ENVIROMENTAL ADAPTABLITY

- Knowledge of accounting, bookkeeping and payroll practices and principles.

**GENERAL QULIFICATIONS:**

- EDUCATION - Completion of 60 college credit hours, emphasis in Accounting, Management, Business Administration or related field required. Bachelor's degree preferred.
- EXPERIENCE - Minimum four years' experience in bookkeeping, accounting, and office management. Customer Service and Supervisory experience is required.
- Must be able to type a minimum of 40 words per minute.
- Must be experienced with data entry into an automated administrative system.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.
- Must possess a valid driver's license.

_____ _____

Employee Name (PRINT) Date

_____

Employee Name (SIGNATURE)

CITY OF JOPLIN

EXHIBIT "A"-SALARY ADMINISTRATION PLAN

EFFECTIVE NOVEMBER 1, 2016

* - unclassified position according to city charter (E) - exempt according to FLSA

| Range | Position | Hourly Min | Hourly Mid | Hourly Max | Annual Min | Annual Mid | Annual Max |
|---|---|---|---|---|---|---|---|
| 100 | Clerk<br>Cook | $ 9.528 | $ 11.677 | $ 13.825 | $ 19,818 | $ 24,288 | $ 28,756 |
| 110 | Custodian<br>Laborer I<br>Utility Worker<br>WIC Certifier | $ 10.504 | $ 12.873 | $ 15.242 | $ 21,848 | $ 26,776 | $ 31,703 |
| 120 | Airport Operations Worker<br>Court Assistant I<br>Transit Dispatcher<br>Transit Driver I | $ 11.029 | $ 13.517 | $ 16.004 | $ 22,940 | $ 28,115 | $ 33,288 |
| 130 | Automotive Service Worker<br>Laborer II<br>Recreation Leader<br>Senior Clerk<br>Transit Driver II<br>Wastewater Laboratory Assistant<br>Wastewater Plant Utility Worker | $ 11.580 | $ 14.193 | $ 16.805 | $ 24,086 | $ 29,521 | $ 34,954 |
| 140 | Compliance Officer I<br>Detention Officer<br>Engineering Assistant<br>Equipment Operator<br>Human Resources Assistant<br>Parks Caretaker<br>Utility Locator | $ 12.159 | $ 14.902 | $ 17.645 | $ 25,291 | $ 30,996 | $ 36,702 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 150 | Animal Control Officer | $ 12.768 | $ 15.648 | $ 18.527 | $ 26,557 | $ 32,548 | $ 38,536 |
| | Court Assistant II | | | | | | |
| | CVB Tourism & Events Specialist | | | | | | |
| | Licensed Practical Nurse | | | | | | |
| | Parks Facilities Maintenance Technician | | | | | | |
| | Recreation Coordinator | | | | | | |
| | Traffic Markings and Sign Technician | | | | | | |
| | Transit Driver Supervisor | | | | | | |
| 160 | Accounting Specialist | $ 14.076 | $ 17.251 | $ 20.426 | $ 29,278 | $ 35,882 | $ 42,486 |
| | Airport Operations Supervisor | | | | | | |
| | Automotive Mechanic I | | | | | | |
| | Compliance Officer II | | | | | | |
| | Evidence Technician | | | | | | |
| | Firefighter Trainee | $ 10.0543 | $ 12.3222 | $ 14.5900 | $ 29,278 | $ 35,882 | $ 42,486 |
| | Heavy Equipment Operator | | | | | | |
| | Human Resources/ Safety Specialist | | | | | | |
| | Legal Specialist | | | | | | |
| | Police Officer Trainee | | | | | | |
| | Public Safety Communications Operator | | | | | | |
| | Wastewater Plant Operator | | | | | | |
| 170 | Assistant City Clerk | $ 14.781 | $ 18.114 | $ 21.447 | $ 30,744 | $ 37,677 | $ 44,610 |
| | Chief Wastewater Plant Operator | | | | | | |
| | Crime Analyst/Accreditation Coordinator (E) | | | | | | |
| | Engineering Technician | | | | | | |
| | * Executive Assistant/Sec to City Manager | | | | | | |
| | Firefighter/EMT | $ 10.5571 | $ 12.9381 | $ 15.3191 | $ 30,742 | $ 37,676 | $ 44,609 |
| | Jail Shift Supervisor | | | | | | |
| | Lead Cemetery Caretaker | | | | | | |
| | Lead Parks Caretaker | | | | | | |
| | Neighborhood Improvement Officer | | | | | | |
| | Police Officer I | | | | | | |
| | Traffic Signal Technician | | | | | | |
| | Wastewater Laboratory Technician | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 180 | Automotive Mechanic II<br>Building Maintenance Technician<br>Nutritionist I (E)<br>Recycling Coordinator (E)<br>Wastewater Plant Technician | $ 15.519 | $ 19.019 | $ 22.519 | | $ 32,280 | $ 39,560 | $ 46,840 |
| 190 | Building Inspector<br>Chief Wastewater Plant Operator II<br>Construction Inspector<br>Environmental Public Health Specialist I (E)<br>Fire Driver/Engineer<br>GIS Technician<br>Police Officer II<br>Property Negotiator/Appraiser | $ 16.295<br><br><br><br>$ 11.6395 | $ 19.971<br><br><br><br>$ 14.2646 | $ 23.646<br><br><br><br>$ 16.8896 | | $ 33,894<br><br><br><br>$ 33,894 | $ 41,540<br><br><br><br>$ 41,539 | $ 49,184<br><br><br><br>$ 49,183 |
| 200 | Community Health Planner/Educator (E)<br>Golf Course Maintenance Supervisor (E)<br>Nutritionist II (E)<br>Planner (E)<br>Police Corporal<br>Public Safety Communications Supervisor<br>Utility Billing Supervisor<br>Wastewater Pretreatment Technician | $ 17.109 | $ 20.968 | $ 24.827 | | $ 35,587 | $ 43,613 | $ 51,640 |
| 210 | Building Maintenance Supervisor (E)<br>Chief Wastewater Plant Technician<br>Communications Technician<br>Director of Sales/CVB (E)<br>Environmental Public Health Specialist II (E)<br>Fire Apparatus Fleet Manager<br>IT Analyst<br>Land Surveyor (E)<br>Public Safety Communications Manager (E) | $ 17.965 | $ 22.017 | $ 26.069 | | $ 37,367 | $ 45,795 | $ 54,224 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 300 | Business Development Manager (E) | $ 18.863 | $ 23.648 | $ 28.433 | $ 39,235 | $ 49,188 | $ 59,141 |
| | Fleet Maintenance Supervisor (E) | | | | | | |
| | Golf Course Professional (E) | | | | | | |
| | Infrastructure Maintenance Supervisor (E) | | | | | | |
| | Plans Reviewer | | | | | | |
| | Wastewater Laboratory Supervisor | | | | | | |
| | Wastewater Pretreatment Inspector | | | | | | |
| 310 | Communications Technician Manager (E) | $ 19.807 | $ 24.831 | $ 29.855 | $ 41,199 | $ 51,648 | $ 62,098 |
| | Community Health Nurse (E) | | | | | | |
| | Emergency Management Coordinator (E) | | | | | | |
| | Fire Captain | $ 14.1476 | $ 17.7364 | $ 21.3251 | $ 41,198 | $ 51,648 | $ 62,099 |
| | Fire Marshal (E) | | | | | | |
| | Jail Administrator (E) | | | | | | |
| | Police Sergeant | | | | | | |
| | Public Information Officer (E) | | | | | | |
| | Regional Response Planner (E) | | | | | | |
| | Senior Accountant (E) | | | | | | |
| | Transportation Coordinator (E) | | | | | | |
| | WIC Services Coordinator (E) | | | | | | |
| 320 | * Assistant Director of Human Resources (E) | $ 20.797 | $ 26.073 | $ 31.348 | $43,258 | $54,232 | $65,204 |
| | Athletic Facilites Superintendent ( E) | | | | | | |
| | Cemetery Superintendent ( E) | | | | | | |
| | Financial Analyst (E) | | | | | | |
| | Medical Services Coordinator (E) | | | | | | |
| | Parks Maintenance Superintendent (E) | | | | | | |
| 330 | Airport Manager (E) | $ 21.837 | $ 27.377 | $ 32.916 | $ 45,421 | $ 56,944 | $ 68,465 |
| | * Assistant City Prosecutor (E) | | | | | | |
| | Civil Engineer I (E) | | | | | | |
| | Fire Training Chief (E) | | | | | | |
| | * Municipal Court Administrator (E) | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 340 | Battalion Chief (E) | $ 22.929 | $ 28.745 | $ 34.561 | $ 47,692 | $ 59,790 | $ 71,887 |
| | Capital Improvement Project Manager (E) | $ 16.3778 | $ 20.5321 | $ 24.6864 | $ 47,692 | $ 59,789 | $ 71,887 |
| | CDBG Project Manager (E) | | | | | | |
| | Chief Building Official (E) | | | | | | |
| | * City Prosecutor (E) | | | | | | |
| | Infrastructure Superintendent (E) | | | | | | |
| | Network Manager | | | | | | |
| | Police Captain (E) | | | | | | |
| | Wastewater Plant Superintendent (E) | | | | | | |
| 350 | * Assistant City Attorney (E) | $ 24.075 | $ 30.182 | $ 36.289 | $ 50,076 | $ 62,779 | $ 75,481 |
| | * Assistant Director of Health & Env/Epid Coordinator (E) | | | | | | |
| | * Assistant Director of Planning, Development and Neighborhood Services (E) | | | | | | |
| | Civil Engineer II (E) | | | | | | |
| | * CVB Director (E) | | | | | | |
| 360 | * Assistant Director of Public Works/Operations (E) | $ 25.279 | $ 31.692 | $ 38.104 | $ 52,580 | $ 65,919 | $ 79,256 |
| | * Assistant Finance Director (E) | | | | | | |
| | * Assistant Police Chief (E) | | | | | | |
| | * Deputy Fire Chief (E) | | | | | | |
| 370 | * Human Resources Director/Risk Mgmt (E) | $ 29.263 | $ 36.687 | $ 44.110 | $ 60,867 | $ 76,309 | $ 91,749 |
| 380 | * Assistant Director of Public Works/Engineering (E) | $ 30.727 | $ 38.521 | $ 46.315 | $ 63,912 | $ 80,124 | $ 96,335 |
| | * Community Health Director (E) | | | | | | |
| | * Director of Planning, Development and Neighborhood Services (E) | | | | | | |
| | * Parks & Recreation Director (E) | | | | | | |
| 390 | * Director of Information Technology (E) | $ 32.263 | $ 40.447 | $ 48.630 | $ 67,107 | $ 84,130 | $ 101,150 |
| | * Finance Director (E) | | | | | | |
| 400 | * Fire Chief (E) | $ 33.877 | $ 42.470 | $ 51.062 | $ 70,464 | $ 88,338 | $ 106,209 |
| | * Police Chief (E) | | | | | | |
| 410 | * Public Works Director (E) | $ 35.570 | $ 44.593 | $ 53.616 | $ 73,986 | $ 92,753 | $ 111,521 |

| REGULAR Part-Time Hourly | | Step 1- Hr | Step 2 - Hr. | Step 3- Hr. |
|---|---|---|---|---|
| 530 | Peer Counselor | $ 9.909 | $ 10.305 | $ 10.717 |
| 555 | Interpreter/Translator | $ 10.466 | $ 10.884 | $ 11.320 |
| 570 | Lead Peer Counselor | $ 11.886 | $ 12.362 | $ 12.857 |

| SEASONAL Part -Time Hourly | | Step 1- Hr. | Step 2 - Hr. | Step 3 - Hr. |
|---|---|---|---|---|
| 500 | Cashiers - Golf Course/ Athletic Complex | $ 8.498 | $ 8.837 | $ 9.191 |
| 502 | Clerk | $ 8.923 | $ 9.280 | $ 9.651 |
| 505 | Recreation Instructor | $ 9.347 | $ 9.721 | $ 10.111 |
| 520 | Laborer | $ 9.721 | $ 10.111 | $ 10.515 |
| 540 | School Crossing Guard | $ 10.111 | $ 10.515 | $ 10.936 |
| 555 | Police Reserve Officer | $ 10.466 | $ 10.884 | $ 11.320 |
| 560 | School Crossing Guard Coordinator | $ 10.936 | $ 11.373 | $ 11.829 |
| 570 | Engineering Aid | $ 11.886 | $ 12.362 | $ 12.857 |
| 580 | Court Bailiff | $ 15.450 | $ 16.068 | $ 16.711 |
| 600 | Cashier - Pools<br>Lifeguard | $ 8.498 | $ 8.837 | $ 9.191 |
| 610 | Pool Operator | $ 9.721 | $ 10.111 | $ 10.515 |
| 620 | Aquatic Supervisor<br>Day Camp Director | $ 10.515 | $ 10.936 | $ 11.373 |

Case 013-17: 2014 South Porter Avenue – A request to declare excess city property on an approximately 6,250 square foot lot – City of Joplin.

Mr. Bolander was the representative for the City of Joplin and stated that the history for this property is unknown, but it is likely that Jasper County turned it over to the City of Joplin after they stopped collecting taxes on it. The City has had a request to purchase from an adjacent property owner. It is a buildable lot that is 50 by 120 feet along Porter Avenue, just south of 20th Street. Once the City declares the lot excess, it is appraised and then the City will ask for bids. City staff recommends that Case 013-17 be approved.

Mr. Duncan stated that there is a small separate property by the alley, and asked if that was included in this request.

Mr. Bolander stated that in this neighborhood, property owners would sometimes split into two lots. The main house would be located on the larger lot with a garage or garage apartment that was sold off separately. The City still treats this as one lot.

Mr. Smith asked if there were any other questions for Mr. Bolander. There were none.
Is there anyone that would like to speak in favor of this proposal? There were none. Is there anyone that would like to speak against this proposal? There were none.

**MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 013-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. RAMSOUR AND MS. BRUECKNER-SEARS VOTING "AYE"; (6 IN FAVOR).**

Z&P Meeting: April 27, 2017
City Council Meeting: May 15, 2017

# STAFF PLANNING REPORT
## Excess Property

**CASE 013-17** A request to declare excess property

**LOCATION** 2014 South Porter Avenue

**APPLICANT** City of Joplin

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**EXISTING CONDITIONS**

| Zoning | Land Use | Property Size |
|---|---|---|
| R-1 (Single-Family Residential) | Undeveloped | 50 x 125 ft |

**SITE CONTEXT**

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

**TRANSPORTATION**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| Porter Avenue | Secondary | 60’ |

**FLOOD PLAIN**
This property is not in the flood plain.

**STAFF ANALYSIS**

**WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?**
No. This is an undeveloped residential property that could only be developed as a single-family home.

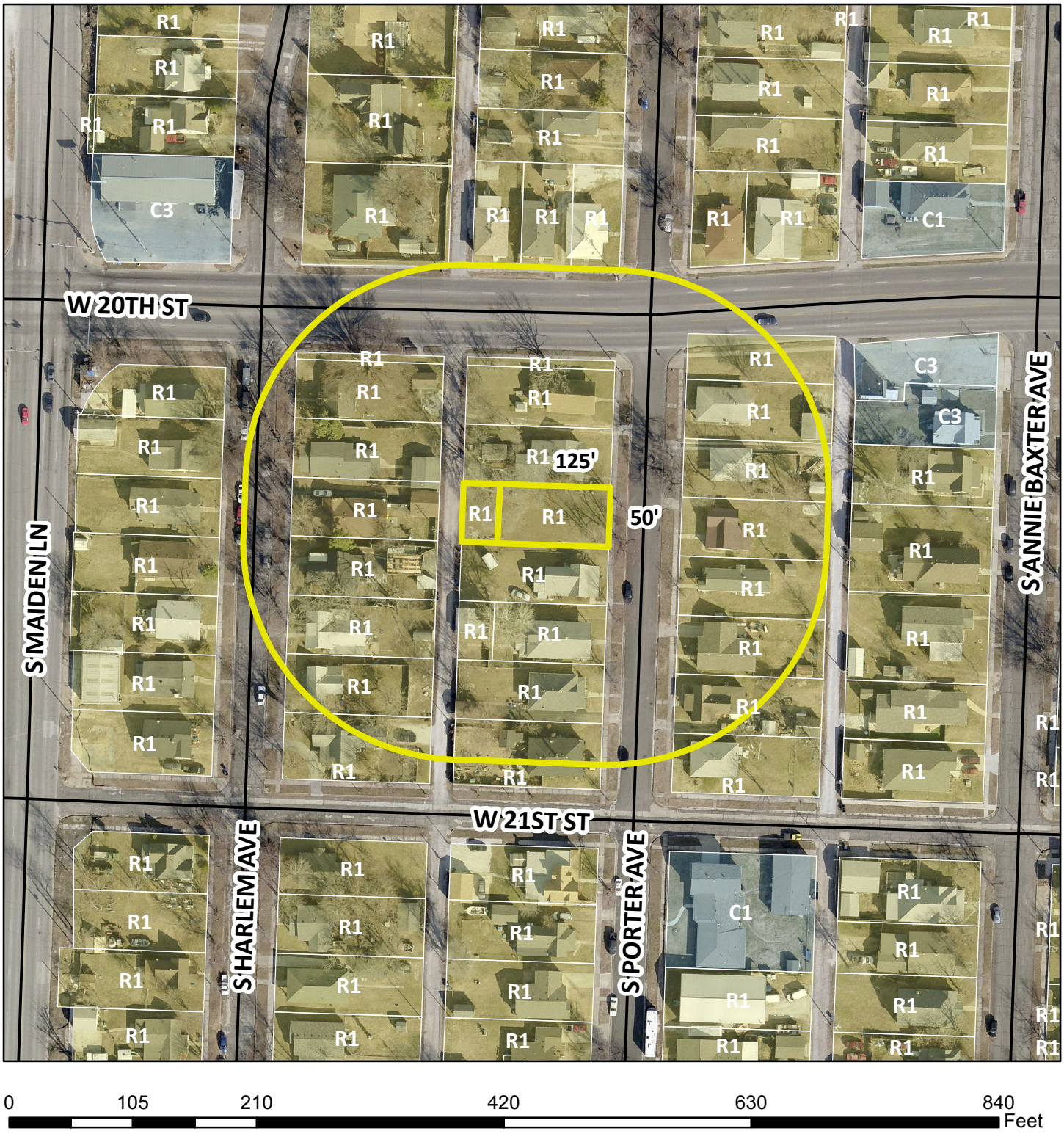
**REASON FOR DECLARATION**

This piece of property is a 6,250 ft² lot located at 2014 South Porter Avenue. This lot is currently zoned R-1 (Single-Family Residential) and could allow for a single-family home. Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

**ADDITIONAL INFORMATION OR COMMENTS**

None.

*Staff recommends approval of Case 013-17.*




Case 013-17: 2014 South Porter Avenue – A request to declare excess city property on an approximately 6,250 square foot lot – City of Joplin

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date May 15, 2017

Item: Declaration of Excess Property at 2014 South Porter Avenue
Originating Department: Planning & Community Development

Attachments: 1) Planning Report
2) Commission Minutes

Planning and Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 4/27/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, and 1 absent"

Summary Request::
Case 013-17: 2014 South Porter Avenue – A request to declare excess city property on an approximately 6,250 square foot lot – City of Joplin

Staff Summary:
This piece of property is a 6,250 ft² lot located at 2014 South Porter Avenue. This lot is currently zoned R-1 (Single-Family Residential) and could allow for a single-family home. Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends approval of Case 013-17.

Planning & Zoning Commission Testimony:
Mr. Bolander was the representative for the City of Joplin and stated that the history for this property is unknown, but it is likely that Jasper County turned it over to the City of Joplin after they stopped collecting taxes on it. The City has had a request to purchase from an adjacent property owner. It is a buildable lot that is 50 by 120 feet along Porter Avenue, just south of 20th Street. Once the City declares the lot excess, it is appraised and then the City will ask for bids. City staff recommends that Case 013-17 be approved.

Mr. Duncan stated that there is a small separate property by the alley, and asked if that was included in this request.

Mr. Bolander stated that in this neighborhood, property owners would sometimes split into two lots. The main house would be located on the larger lot with a garage or garage apartment that was sold off separately. The City still treats this as one lot.

Public Comment: None.