JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 20, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Semi-Annual Oversight Report

      Documents:

      REPORT TO COUNCIL JUNE 2022.PDF

   2. Action Plan - 1st Floor/Mezzanine Remodel Presentation

      Documents:

      ACTION PLAN 1ST FLOOR REMODEL PRESENTATION.PDF

   3. Coronavirus State & Local Fiscal Recovery Funds (SLFRF) Presentation

      Documents:

      ARPA PRESENTATION JUNE 20 2022.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Margey Upson Requested To Speak On Part 6

7. **Public Hearings**

   1. Public Hearing Procedures

Documents:

PUBLIC HEARING PROCEDURES.PDF

2. Case 040-22
   Site Plan Review - Approximately 500′ West of the intersection of E. Zora St. and N. St. Louis Ave. – A request to review a site plan – Dollar General

   Documents:

   CASE040-22SUMMARY.PDF
   CASE040-22STAFFREPORT.PDF
   CASE040-22MINUTES.PDF
   CASE040-22APPLICANTMATERIAL.PDF

8. Consent Agenda

1. Minutes Of June 6, 2022 City Council Meeting

   Documents:

   JUNE 6, 2022 MINUTES.PDF

2. COUNCIL BILL NO. 2022-124
   AN ORDINANCE amending Chapter 118 Utilities, by repealing Chapter 118 Utilities, and enacting a new Chapter 118 Utilities in lieu thereof.

   Documents:

   CB2022-124.PDF

3. COUNCIL BILL NO. 2022-129
   AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2022-129.PDF

4. COUNCIL BILL NO. 2022-269
   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 (Non-retail Commercial) and including in District C-3 (Commercial) property as described below and located at 309 W. 20th St., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-269.PDF

5. COUNCIL BILL NO. 2022-270
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-3 (Commercial) and including in District R-3 (Apartment House) property as described below and located at 7415 E 32nd St., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-270.PDF

6. COUNCIL BILL NO. 2022-271
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 3101 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-271.PDF

9. Resolutions

1. RESOLUTION NO. 2022-011
A RESOLUTION approving a request of the appointment of a member of the Board of Directors of the Northpark Lane Community Improvement District.

Documents:

RESOLUTION 2022-011 SUMMARY NORTHPARK LANE CID BOARD APPOINTMENT.PDF
RESOLUTION 2022-011 NORTHPARK LANE CID BOARD APPOINTMENT.PDF
RESOLUTION 2022-011 LTR TO CITY OF JOPLIN - APPOINTMENT OF DIRECTOR GOLDACKER.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2022-132
AN ORDINANCE authorizing the acceptance of a grant from the Federal Aviation Administration Airport Improvement Program (FAA-AIP) for the Airport Rescue and Fire Fighting Building Design Services at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an

emergency clause.

Documents:

CB 2022-132 FAA AIP AGREEMENT ARFF DESIGN.PDF
GS 2022-132 FAA AIP AGREEMENT ARFF DESIGN.PDF
JLN-CEG-3-29-0037-048-2022-GRANT AGREEMENT - UNSIGNED.PDF

2. COUNCIL BILL NO. 2022-134
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Performance Boiler and Mechanical LLC., for a purchase order in the amount of Two Hundred Thirty-Four Thousand Three Hundred Forty-Four and 47/100 Dollars ($234,344.47) for construction services associated with replacing a boiler at the Shoal Creek Wastewater Treatment Facility on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2022-134 REVISED.PDF
GS 2022-134 SUMMARY SHEET - BOILER REPLACEMENT(2).PDF
00500 CONTRACT FOR S CRK BOILER WITH PERFORMANCE BOILER.PDF
2022 06 10 NICHOLS TO LAWSON - RECOMEND AWARD TO PERFORMANCE BOILER.PDF

3. COUNCIL BILL NO. 2022-521
AN ORDINANCE approving a Contract by and between the City of Joplin and Guidehouse Inc. to provide ARPA-Infrastructure related assistance; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021 and containing an emergency clause.

Documents:

CB 2022-521 SUMMARY INFRASTRUCTURE ARPA CONTRACT AGREEMENT.PDF
CB 2022-521 ORDINANCE INFRASTRUCTURE ARPA ASSISTANCE CONTRACT AGREEMENT.PDF
CB 2022-521 EXHIBIT A INFRASTRUCTURE FUNDING ASSISTANCE AGREEMENT.PDF
CB 2022-521 INFRASTRUCTURE FUNDING ASSISTANCE RFP.PDF
CB 2022-521 GUIDEHOUSE BID RESPONSE.PDF
CB 2022-521 FINAL SCORES FOR INFRASTRUCTURE ASSISTANCE RFP.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-125
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with C & L Grease and Wastewater Services for Sludge Hauling On-Call Services not to exceed the amount of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) for Sludge Application and Hauling, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

GS2022-125_SUMMARYSHEET_SLUDGE HAULING ON CALL SERVICES.PDF
CB2022-125_ORDINANCE_SLUDGE HAULING ON CALL SERVICES.PDF
CB2022-125_BID_SLUDGE HAULING.PDF
AGREEMENT.PDF

2. COUNCIL BILL NO. 2022-133
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Marketing Agreement with Utility Service Partners Private Label, Inc., a Delaware Corporation, for the purpose of promoting a service line warranty program; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

GS 2022-133 SERVICE LINE PROGRAM SUMMARY SHEET.PDF
CB 2022-133 SERVICE LINE AGREEMENT.PDF
NON-ROYALTY 3 PRODUCT AGREEMENT - CITY OF JOPLIN-MO - CLEAN 6.2.22.PDF

3. COUNCIL BILL NO. 2022-522
AN ORDINANCE reaffirming the gross receipts tax to be imposed upon electric corporations conducting business within the City and matters relating thereto.

Documents:

CB 2022-522 SUMMARY LIBERTY GROSS RECEIPTS TAX.PDF
CB 2022-522 ORDINANCE LIBERTY GROSS RECEIPTS TAX.PDF

4. COUNCIL BILL NO. 2022-606
AN ORDINANCE approving the reorganization of the Human Resources Department.

Documents:

2022-606 SUMMARY.PDF
2022-606 REORGANIZATION COST SAVINGS.PDF
REVISED HUMAN RESOURCES SPECIALIST 6.20.22.PDF
HUMAN RESOURCES - SAFETY MANAGER 6.20.22.PDF
2022-606 ORDINANCE REORGANIZATION OF HUMAN RESOURCES.PDF
2022-606 EXH A.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Boards And Commissions Appointments

    2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at ----

on this 16th day of June 2022 (RSMo 610.020)

Office of the Director of Finance
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1251
417- 624-4620 (Fax)

MEMORANDUM

TO: **City Manager, Nick Edwards**
Mayor Doug Lawson and Members of the City Council

FROM: **Leslie Haase**
Director of Finance

DATE: **June 14, 2022**

RE: **Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report**

The Oversight Committee Chairman, Lori Haun, will be attending Monday night's City Council meeting to publicly present the oversight report to Council.

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, the ½-cent pension sales tax, the action plans under the use tax, as well as the progress towards completion of the voter-approved projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year.

Capital Improvement and Public Safety Sales Tax Oversight Committee
Semi-Annual Public Report
June 14, 2022

Introduction

On November 6, 2001, the voters approved "Proposition B" for the purpose of funding stormwater controls and city park improvements.

The City Council, in response to voter approval of "Proposition B", appointed seven (7) Joplin residents to serve on the Capital Improvement Sales Tax Oversight Committee. The City Council felt it would be in the public's interest to establish a citizen oversight committee to monitor the expenditure of proceeds from the Parks/Stormwater Sales Tax.

The Oversight Committee is to meet at least quarterly to review the collections and expenditures from the sales tax; monitor progress toward completing the voter-approved projects funded therefrom, and make a written, semi-annual public report to the City Council.

On August 3, 2004, the voters approved "Proposition A" for the purpose of funding capital improvements.

On November 7, 2006, the voters approved "Proposition A" for the purpose of improving public safety.

On July 2, 2007, the City Council directed the Capital Improvement Sales Tax Oversight Committee to review collections and expenditures from the one-half cent Public Safety Improvement Sales Tax. The membership was increased from seven (7) to nine (9) members.

On October 15, 2007, the City Council amended the name of the Capital Improvement Sales Tax Oversight Committee to the Capital Improvement and Public Safety Sales Tax Oversight Committee and amended the mission thereof.

In 2020, the City Council directed the Oversight Committee to review collections and expenditures of the one-half cent Pension Sales Tax.

In 2021, the City Council directed the Oversight Committee to hear updates on the action plans funded by the Use Tax.

Oversight Committee Members

The current Capital Improvement and Public Safety Sales Tax Oversight Committee membership includes the following:

Jamie Booker-Norman	Ken Copeland
Trevor Frerer	Lori Haun
Stan Heater	Charles McGrew
Fred Osborn	Todd Patterson
Greg Wilkerson	

Review of Oversight Committee Meetings

February 16, 2022

The Oversight Committee began this meeting by reviewing the collections and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2022 stormwater improvements and maintenance activities. Paul Bloomberg updated the committee on the parks activities. Dan Johnson updated the committee on the capital improvements program. Sloan Rowland and Andy Nimmo updated the committee on the public safety sales tax activities.

May 18, 2022

The Oversight Committee began this meeting by reviewing the collections and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2022 stormwater improvements and maintenance activities. Dan Johnson updated the committee on the capital improvements street program. Sloan Rowland updated the committee on the public safety sales tax activities. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Lori Haun, will present this report on Monday, June 20, 2022.

Committee Observations

As of the Oversight Committee's last meeting on May 18, 2022, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level for the 2022 fiscal year.

The projects under Phase I of the Parks/Stormwater Sales Tax have been completed as promised. The projects under Phase II of the Parks/Stormwater Sales Tax are in progress as set forth to the voters.

The projects under Phase I of the Capital Improvements Sales Tax are all complete as promised, except one which is the Traffic Signal Upgrades. This project is expected to be completed during the 2022 fiscal year. The projects under Phase II of the Capital Improvements Sales Tax are in progress as set forth to the voters.

For the public safety sales tax, all capital items have been completed as promised except for the remaining Eastside fire station. Design of the fire station is complete and bids are out. All operational items have been completed except the staffing for the remaining Eastside fire station and the remaining streetlights.



JOPLIN
MISSOURI

IMPLEMENTATION OF ACTION PLANS- SPACE NEEDS

JUNE 20, 2022

ACTION PLANS-ADDRESS DECLINING NEIGHBORHOODS

STRATEGY 2 – NEIGHBORHOOD IMPROVEMENT ZONE

- Strategy 2, Neighborhood Improvement Zone, under Addressing Declining Neighborhoods is prioritized high
- This strategy includes hiring additional staffing in Neighborhood Improvement Division
- As a result of additional staffing, the strategy also included a remodel of the 1st Floor of City Hall to relocate the Neighborhood Improvement Division

ACTION PLANS-REDUCE CRIME & INCREASE SAFETY

STRATEGY 1 – COMMUNITY OUTREACH AND EDUCATION
STRATEGY 3 – TRAINING AND ASSISTANCE

- Strategy 1, Community Outreach and Education, as well as Strategy 3, Training and Assistance, under Reduce Crime and Increase Safety are high priorities
- These strategies include increasing Community Engagement Efforts and Training by creating a Community Engagement Team
- As a result of additional staffing, these strategies also included a remodel of the 1st Floor of City Hall to relocate the Community Engagement Team

IMPLEMENTATION OF ACTION PLANS

SPACE NEEDS DETERMINATION

- An internal team made up of representatives from Public Works, Police, Finance, IT and CVB worked on this project

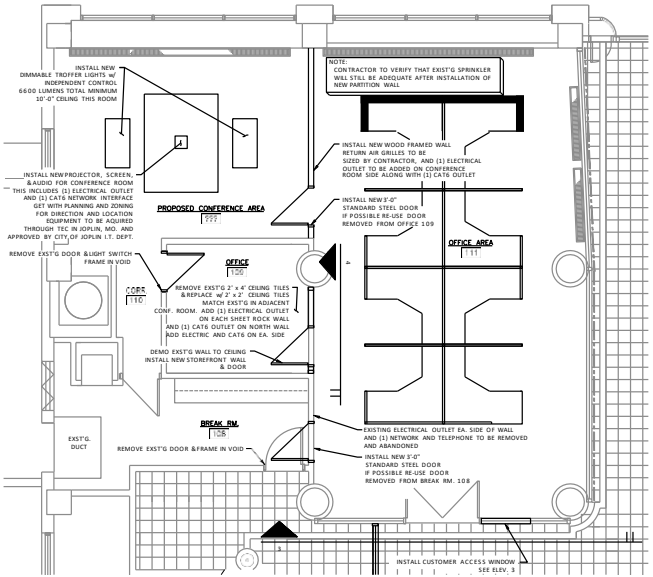
- After reviewing the available space within City Hall, a plan has been developed:
  - ✓ To renovate the northwest corner of the 1st floor to relocate the Neighborhood Improvement Division
  - ✓ To renovate the mezzanine to relocate the Police Community Engagement Team
  - ✓ To work with Spiva to renovate and relocate the Benton pieces to the southwest corner of the 1st floor

IMPLEMENTATION OF ACTION PLANS

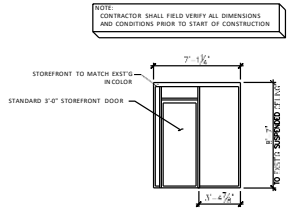
SPACE NEEDS DETERMINATION

- In turn, the relocation of the Neighborhood Improvement Division from the 4th Floor to the 1st Floor will free up some space for other future staff contemplated in various other Action Plans

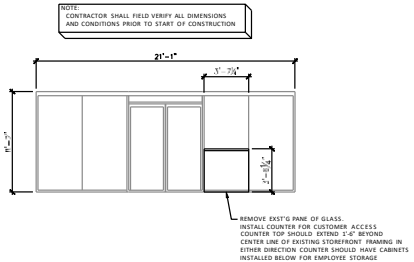
- Here's drawings of the proposed renovations:



FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"



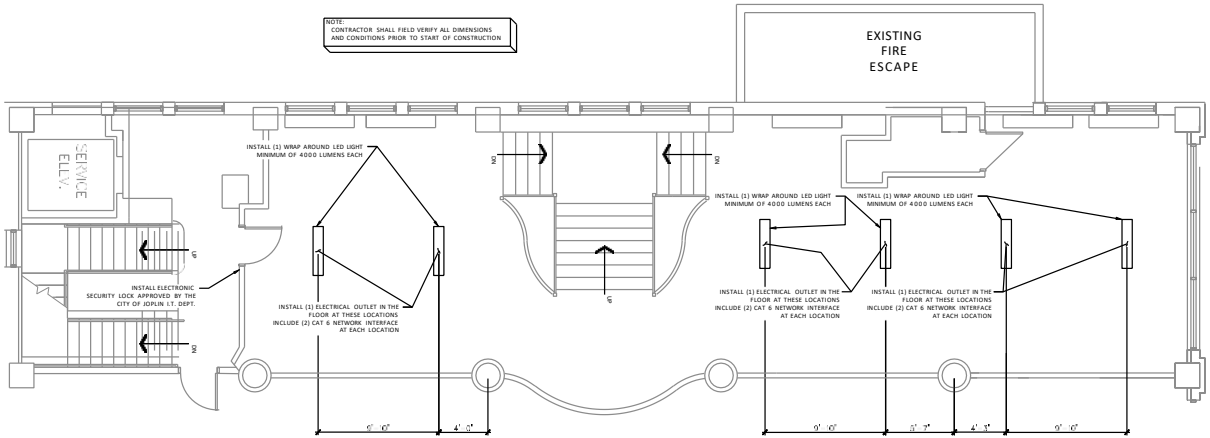
PROPOSED OFFICE STOREFRONT ELEV. (4)
SCALE 1/4" = 1'-0"



STOREFRONT ELEV. (3)
SCALE 1/4" = 1'-0"

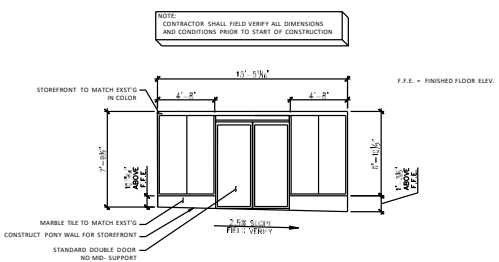
1st Floor revised 7.dwg

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-624-3738 E-MAIL: DERTZBE@JOPLINMO.ORG	REV DATE: 00/00/00	REVISION: PROJECT CHECK	SVY? BY: PAT FILE: N/A/TXT SVY DATE: ENG'G BY: N/A	ACAD DWG FILE & PAT. NAME: MISC.\BLDG. PLANS\1ST FLOOR SCALE: A" = 1'-0"	DWN BY: PRINCIP CKD BY: N/A APP BY: N/A DATE: 02/2024	PROJECT 1ST FLOOR CITY HALL REMODEL	PLAN NO: 6536 SHEET 2 of 3



MEZZ. FLOOR PLAN

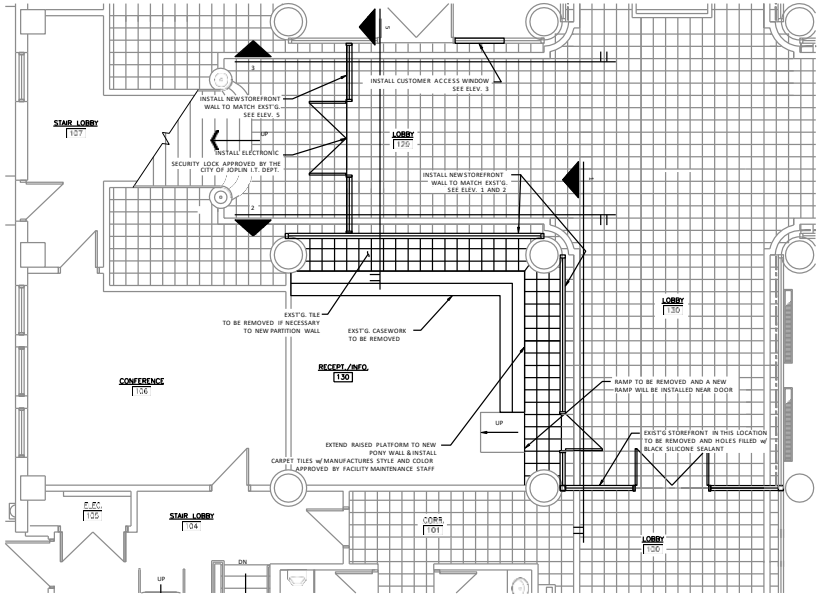
SCALE 1/4" = 1'-0"



STOREFRONT ENTRY TO MEZZ. ELEV. (5)

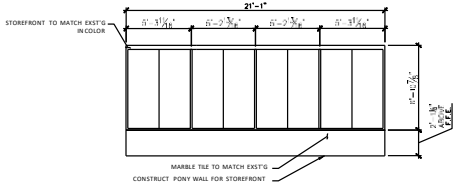
SCALE 1/4" = 1'-0"

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-624-8758 E-MAIL: DERTZBE@JOPLINMO.ORG	RFV DATE: 00/00	REVISION: PROJECT CHECK	SVY? BY: PAT FILE: N/A/TXT SVY DATE: PROJ NO: N/A	ACAD DWG FILE & PAT: NAME MISC.\BLDG. PLANS\1ST FLOOR SCALE: A" = 1'-0"	DWN BY: PRINCIP CKD BY: N/A APP BY: N/A DATE: 02/2022	PROJECT 1ST FLOOR CITY HALL REMODEL	PLAN NO: 8536 SHEET 3 of 3



FIRST FLOOR PLAN

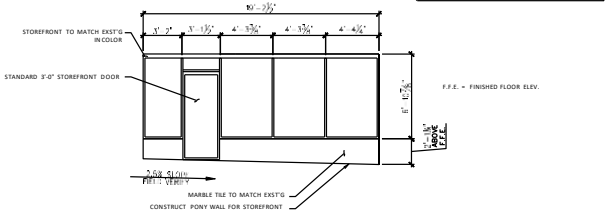
SCALE 1/4" = 1'-0"



STOREFRONT ELEV. 2

SCALE 1/4" = 1'-0"

NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
AND CONDITIONS PRIOR TO START OF CONSTRUCTION



STOREFRONT ELEV. 1

SCALE 1/4" = 1'-0"

1st Floor revised 3.dwg

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1535 FAX NO: 417-624-3738 E-MAIL: DERTZBE@JOPLINMO.ORG	REV DATE: 00/00	REVISION: PROJECT CHECK	SVY? BY: PAT FILE: N/A/TXT SVY DATE: ENG'NE IS: N/A	ACAD DWG FILE & PAT. NAME: MISC.\BLDG. PLANS\1ST FLOOR SCALE: A" = 1'-0"	DWN BY: PRINCIP CKD BY: N/A APP BY: N/A DATE: 02/2022	PROJECT 1ST FLOOR CITY HALL REMODEL	PLAN NO: 8538 SHEET 1 of 3

IMPLEMENTATION OF ACTION PLANS

PROJECTED RENOVATION COSTS

CITY OF JOPLIN

ESTIMATE OF 1ST FLOOR AND MEZZANINE REMODEL COSTS

DESCRIPTION	STRATEGY 2: NEIGHBORHOOD COST ESTIMATE	STRATEGY 1 & 3: COMMUNITY COST ESTIMATE	TOTAL COST ESTIMATE
Additional and/or Upgrade Security Cameras	8,400	2,100	10,500
Additional Access Controls/Computer Wiring	34,500	23,000	57,500
Office Furniture	4,000	8,000	12,000
Office Equipment	12,000	8,000	20,000
Carpet	Incl.	25,000	25,000
Audio/Visual for Conference Room	15,000	-	15,000
Conference Room Furniture	10,000	-	10,000
Remodel Costs	100,000	50,000	150,000
Total Estimated Costs	**183,900**	**116,100**	**300,000**

IMPLEMENTATION OF ACTION PLANS

FUNDING SUMMARY

- These costs are one-time expenditures that will be funded by the 2022 use tax collections
- The portion allocated for Addressing Declining Neighborhoods will be funded by the general fund use tax
- The portion allocated for Reducing Crime & Increasing Safety will be funded by the public safety use tax

IMPLEMENTATION OF ACTION PLANS

NEXT STEPS

- Proposition Action Oversight Committee heard this presentation at their June 1st meeting and voted in support of the plan
- After Council discussion, next step is to include the proposal in the FY 2023 budget

QUESTIONS?

THANK YOU!





JOPLIN
MISSOURI

CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS (SLFRF)

AMERICAN RESCUE PLAN ACT (ARPA)
INFRASTRUCTURE INVESTMENTS AND JOBS ACT (IIJA)

JUNE 20, 2022

CORONAVIRUS STATE & LOCAL FUNDING

BACKGROUND

- Follow up to previous presentation on January 18, 2022
- In response to COVID-19 Pandemic, first available funding was the Coronavirus Aid, Relief, & Economic Security (CARES) Act distributed to the Counties and passed through to various eligible agencies such as the City of Joplin
- CARES expenditures covered the time period between March 1, 2020 and December 31, 2020

CORONAVIRUS STATE & LOCAL FUNDING

BACKGROUND

- Following CARES, the American Rescue Plan Act (ARPA), passed on March 10, 2021, granted additional economic relief to various agencies
- Coronavirus State & Local Fiscal Recovery Funds (SLFRF), a component of ARPA, delivered $350 billion to state, ***local*** and Tribal governments to support the response and recovery from the COVID-19 public health emergency
- Final rule detailing how these funds must be spent was released January 6, 2022

CORONAVIRUS STATE & LOCAL FUNDING

BACKGROUND

- The final rule detailing U.S. Treasury requirements and regulations for SLFRF took effect on April 1, 2022
- As of June 2022, the City of Joplin has received $13,779,739.00 over a two-year period from the SLFRF allocation
- This is one-time funding to be used for one-time expenditures rather than ongoing expenditures such as wages and benefits
- Funds eligible for costs incurred on or after March 3, 2021
- These funds must be obligated by December 31, 2024 and expended by December 31, 2026

CORONAVIRUS STATE & LOCAL FUNDING

SLFRF PROGRAM

- This presentation will summarize the final ruling along with the next steps to comply with the requirements and regulations, as well as additional federal, state and county funding opportunities

- Key objectives of this funding:
  - ✓ Fight the pandemic and support families and businesses struggling with its public health and economic impacts
  - ✓ Maintain vital public services, even amid declines in revenue, and
  - ✓ Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity

CORONAVIRUS STATE & LOCAL FUNDING

SLFRF PROGRAM

- Treasury's final rule provides greater flexibility and simplicity for recipients to respond and recover from the pandemic

- SLFRF Program provides substantial flexibility for each jurisdiction to meet local needs ***within*** the following four separate categories:
  - ✓ Replace lost public sector revenue
  - ✓ Support the COVID-19 public health and economic response
  - ✓ Provide premium pay for eligible workers performing essential work
  - ✓ Invest in water, sewer, and broadband infrastructure

CORONAVIRUS STATE & LOCAL FUNDING

REPLACE LOST PUBLIC SECTOR REVENUE

- Recipients may now determine their revenue loss by choosing between two options:
  - ✓ Calculating Joplin's specific revenue loss each year using Treasury's formula
  - ✓ Electing a standard allowance of up to $10 million in aggregate, not to exceed the award amount
- City has elected to take the standard allowance of $10 million
- Recipients may use this amount for any government services, those services traditionally provided by government, within the constraints of one-time expenditures

CORONAVIRUS STATE & LOCAL FUNDING

REPLACE LOST PUBLIC SECTOR REVENUE

- Some non-exhaustive examples:
  - ✓ Any General Government Service
  - ✓ Construction and maintenance of roads and other infrastructure
  - ✓ General government administration, staff and administrative facilities
  - ✓ Health services
  - ✓ Environmental remediation
  - ✓ Provision of police, fire and other public safety services, including purchase of fire trucks and police vehicles
  - ✓ Others

CORONAVIRUS STATE & LOCAL FUNDING

SUPPORT THE COVID-19 PUBLIC HEALTH AND ECONOMIC RESPONSE

- Address COVID-19 and its impact on public health as well as address economic harms to households, small businesses, nonprofits, impacted industries and the public sector
- Public Health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence
- Eligible uses to respond to negative economic impacts are organized by type of beneficiary: assistance to households, small businesses and nonprofits

CORONAVIRUS STATE & LOCAL FUNDING

SUPPORT THE COVID-19 PUBLIC HEALTH AND ECONOMIC RESPONSE

- In order to identify eligible uses in this category, recipients must:
  - ✓ Identify a COVID-19 public health or economic impact on an individual or class and
  - ✓ Design a Program that responds to that impact
  - ✓ Treasury also provides non-exhaustive list of eligible uses

- Eligible use categories:
  - ✓ Public Health
  - ✓ Assistance to Households
  - ✓ Assistance to Small Businesses
  - ✓ Assistance to Nonprofits
  - ✓ Aid to Impacted Industries, and
  - ✓ Public Sector Capacity

CORONAVIRUS STATE & LOCAL FUNDING

RESPONDING TO PUBLIC HEALTH EMERGENCY

- Examples of COVID-19 mitigation and prevention:
  - ✓ Vaccination programs
  - ✓ Testing programs
  - ✓ Monitoring, contact tracing
  - ✓ Public communication efforts
  - ✓ Public Health Data Systems
  - ✓ Others

- Examples of Medical Expenses:
  - ✓ Unreimbursed expenses for COVID-19 testing or treatment
  - ✓ Paid FMLA for public employees to enable compliance with COVID-19 health precautions
  - ✓ Emergency medical response expenses
  - ✓ Treatment of long-term symptoms or effects of COVID-19

CORONAVIRUS STATE & LOCAL FUNDING

RESPONDING TO PUBLIC HEALTH EMERGENCY

- Examples of Behavioral Health Care:
  - ✓ Enhanced behavioral health services in schools
  - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
  - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction and recovery
  - ✓ Others

- Examples of Preventing and Responding to Violence:
  - ✓ Referrals to trauma recovery services for victims of crime
  - ✓ Community violence intervention programs
  - ✓ Items in communities experiencing increased gun violence due to pandemic

CORONAVIRUS STATE & LOCAL FUNDING

RESPONDING TO NEGATIVE ECONOMIC IMPACTS

- Examples of Response to Impacts on Households and Communities:
  - ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing
  - ✓ Burials, home repair and home weatherization
  - ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
  - ✓ Programs or services to support long-term housing security including development of affordable housing
  - ✓ Remediation of lead paint or other lead hazards
  - ✓ Investments in neighborhoods to promote improved health outcomes
  - ✓ Others

CORONAVIRUS STATE & LOCAL FUNDING

RESPONDING TO NEGATIVE ECONOMIC IMPACTS

- Examples of Response to Impacted Small Businesses:
  - ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
  - ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
  - ✓ Support for microbusinesses, including financial, childcare and transportation costs
- Examples of Response to Impacted Industries:
  - ✓ Aid to mitigate financial hardship, support of operations and maintenance of existing equipment and facilities
  - ✓ Technical assistance, counseling, or other services to support business planning
  - ✓ COVID-19 mitigation and infection prevention measures

CORONAVIRUS STATE & LOCAL FUNDING

PUBLIC SECTORY CAPACITY

- Examples of Public Sector Capacity:
  - ✓ Providing worker retention incentives to persuade employees to remain with employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for employees.
  - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
  - ✓ Community outreach and engagement activities
  - ✓ Others

CORONAVIRUS STATE & LOCAL FUNDING

CAPITAL PROJECTS

- Capital projects can fall within this category but must comply with capital expenditure requirements
- Written justification required for any capital project over $1 million
- Ineligible capital projects:
  - ✓ Construction of new correctional facilities as a response to an increase in rate of crime
  - ✓ Construction of new congregate facilities to decrease spread of COVID-19
  - ✓ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries

CORONAVIRUS STATE & LOCAL FUNDING

PROVIDE PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK

- Recipients may provide premium pay to eligible workers, who are below a wage threshold or are classified as non-exempt and performed essential work during the public health emergency

- Must be eligible worker
  - ✓ Public Health, Emergency Response, Maintenance, Local Government Workforce

- Eligible worker must perform "essential work"
  - ✓ Involves regular, in-person interaction with the public or co-workers; or
  - ✓ Regular physical handling of items handled by the public or co-workers

CORONAVIRUS STATE & LOCAL FUNDING

INVEST IN WATER, SEWER AND BROADBAND INFRASTRUCTURE

- Make necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet

- Necessary investment must be:
  - ✓ Responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise
  - ✓ Cost-effective means for meeting that need, taking into account available alternatives
  - ✓ For investments in infrastructure that supply drinking water in order to meet projected population growth

CORONAVIRUS STATE & LOCAL FUNDING

INVEST IN WATER, SEWER AND BROADBAND INFRASTRUCTURE

- Additional Eligible Projects:
  - ✓ Culvert repair, resizing and removal, replacement of storm sewers, and additional types of stormwater infrastructure
  - ✓ Broad set of lead remediation projects eligible under EPA grant programs
- Broadband Infrastructure:
  - ✓ Identify eligible area
  - ✓ Design project to meet high-speed technical standard
  - ✓ Require enrollment in a low-income subsidy program
- Funds may be used for modernization of cybersecurity for existing and new broadband infrastructure, including modernization of hardware and software

CORONAVIRUS STATE & LOCAL FUNDING

RESTRICTED AND INELIGIBLE USES OF SLFRF FUNDS

- Some restrictions on use apply across all eligible use categories as follows:
  - ✓ No offset of a reduction in net tax revenue resulting from a change in local law
  - ✓ No contributions to a pension fund for the purpose of reducing an accrued, unfunded liability
  - ✓ No payments for debt service
  - ✓ No replenishment of rainy-day funds or fund balances
  - ✓ No satisfaction of settlements and judgments

ADDITIONAL FUNDING OPPORTUNITIES

FEDERAL, STATE AND COUNTY FUNDING

- The response to and recovery from the COVID-19 Pandemic has created historic funding opportunities for State and Local Governments
- Along with SLFRF, various federal, state and county agencies received direct allocations from ARPA which will be awarded to subrecipients through grant application processes
- There will be additional possible grant opportunities through the Federal Infrastructure Investment and Jobs Act (IIJA) of 2021
- These federal and state funding opportunities will require a local match, which can be in the form of a community's local SLFRF allocation

ADDITIONAL FUNDING OPPORTUNITIES

STATE ARPA FUNDING

- State of Missouri received $2.7 Billion in ARPA funds; House Bill 3020 details the allocations for this funding
- State of Missouri has begun to release the details for the application process of these funds with opening application dates beginning in June, anticipated next round in July
- Some State grant applications will be assessed on first come first serve basis

ADDITIONAL FUNDING OPPORTUNITIES

STATE ARPA FUNDING

State Grant Program Categories	State Grant Program Categories	State Grant Program Categories
Drinking Water Infrastructure ($125 million) (Open)	Wastewater Infrastructure ($125 million) (Open)	Stormwater Infrastructure ($150 million) (Open)
Lead Service Line Inventory ($10 million) (Open)	100 Cell Towers Campaign	Broadband Infrastructure
Local Tourism Development	Entertainment Venue, Art Center, Museum	Community Partnership Development & Revitalization
Industrial Site Development	Small Business 2.0	Non-Profit Program
Missouri One Start (Workforce Development)	Missouri Area Career Center Opportunities	Private Moexcels ARPA
Agriculture Innovation & Workforce Development	Long-Term Care Facility Payments	Emergency Medical Services Program
Public Safety Program	Fire Protection Program	

ADDITIONAL FUNDING OPPORTUNITIES

NEXT STEPS

- With the hopes of leveraging Joplin's SLFRF allocation to gain additional federal and state funds, an RFP was let to hire a consultant to assist the City in applying for these grants and layering these funds with the City's SLFRF award
- Additionally, another RFP was let to hire a consultant to plan and bring broadband access to Joplin
- There is urgency in applying for the State grants, as well as the timeline for the broadband access related to SLFRF and other funding opportunities

ADDITIONAL FUNDING OPPORTUNITIES

NEXT STEPS

- City Staff is working methodically and diligently to capitalize on these opportunities on behalf of the City Council, the community, our citizens and visitors

- Next steps include:
  - ✓ Consideration of Contracts
  - ✓ Consultant work with Staff to prioritize projects for State, Federal and Local funds within the allowed parameters
  - ✓ Work session(s) with City Council to discuss prioritization

ADDITIONAL FUNDING OPPORTUNITIES

NEXT STEPS

- Project prioritization will be driven by parameters of each grant, local match opportunities, and ability to meet required deadlines

- Here's an example of how to accomplish project prioritization:

Identified Projects	Parameter 1	Parameter 2	Parameter 3	Total Score
Project 1	Score	Score	Score	Score
Project 2	Score	Score	Score	Score
Project 3	Score	Score	Score	Score

CORONAVIRUS STATE & LOCAL FUNDING

NEXT STEPS

- Funding opportunities of this magnitude for State and Local Governments are quite rare
- Goal is to develop a visionary plan that meets the key objective set forth by the Federal Government to make investments that support ***long-term growth and opportunity*** for the Joplin Community, residents and visitors
- Communicate the visionary plan to our citizens and visitors

Questions?

Thank You!



PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 040-22 – Site Plan Review

MEETING DATE:
June 20, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 040-22: Site Plan Review - Approximately 500' West of the intersection of E. Zora St. and N. St. Louis Ave. – A request to review a site plan – Dollar General

BACKGROUND:
Dollar General is requesting the review of this site plan for a new retail location located approximately 550 feet from the intersection of Zora and St. Louis. The developer has met with City staff but is awaiting site plan approval before submitting plans for a building permit.

The proposed site plan meets all requirements under the zoning code, including, but not limited to, parking minimums and setbacks, landscaping, access management, and property line setbacks.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Crowder, 14700 W 114th Terr., Lenexa KS. Here representing Dollar General and to answer any questions about the case.

Mr. Eastman asked what the hours of operation were?

Mr. Crowder replied he believed 8am to 10pm.

Mr. Kimble stated there was no proposed stop light, but there was a shared entry, can you talk about that?

Mr. Crowder stated they planned to have that shared entry for use by future development adjacent to the proposed development.

PUBLIC COMMENT:
David Sheppard. I live in the Northbrook subdivision. We are a residential area and should stay that way. Maybe apartments on that corner would be ok, but not commercial.

Charles Wilson, also live in Northbrook. Concerned with traffic on Zora. People speed and run the stoplight at St. Louis as it is, concern with adding another entrance that exits onto Zora.
Jennifer Fuller. Share concerns already stated. Don't think commercial is right for this place. Concerned with stormwater runoff and trash that may be produced on site.

Joseph Fry. Do not think Zora is safe, and that commercial would make it more unsafe. Commercial does not fit here.

Kay Shoresman, live in Northbrook. Agree with everything said. Suggests adding amenities for trail south of location.

Keven Beck. Concern with security issues that may arise from homeless individuals transiting the area. He also wanted to know if Dollar General considered an alternate location?

Mr. Crowder stated he was not sure, as the engineering firm, location was not part of their purview in this project.

Whitney Cosby. Homeless community is prominent. Concerns with trash and security.

RECOMMENDATIONS:
Staff recommends approval for Case 040-22.
Planning & Zoning Commission recommends approval for Case 040-22 (6 Favor, 1 Opposed)

ATTACHMENTS
Case 040-22, Staff Planning Report, P&Z Commission Minutes, Site Plan

Z&P Meeting: June 6, 2022
City Council Meeting: June 20, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 040-22 A request to review the Site Plan for future development.

LOCATION Approximately 550 feet West of the intersection of E. Zora St. and N. St. Louis Ave.

APPLICANT Dollar General

PRESENT ZONING C-2-PD

PRESENT LAND USE Vacant

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-2-PD	C-2-PD	C-2-PD
Land Use	Vacant	Vacant	Vacant	Vacant

SUBDIVISION/TRACT

A part of Conqueror Trust Sub-division.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. Zora St.	Arterial	75’

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

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

No. A shared access point is proposed.

DISCUSSION

Dollar General is requesting the review of this site plan for a new retail location located approximately 550 feet from the intersection of Zora and St. Louis. The developer has met with City staff but is awaiting site plan approval before submitting plans for a building permit.

Retail developments are permitted by right in the C-2 zoning district, however, the PD Planned Development Overlay requires a Site Plan Review by both the Planning and Zoning Commission and the City Council before development may proceed.

The proposed site plan meets all requirements under the zoning code, including, but not limited to, parking minimums and setbacks, landscaping, access management, and property line setbacks. A fire hydrant will be required to be added near the site as the current nearest hydrant is located inside the Forest Ridge neighborhood to the West.

Certain items to note – the singular proposed entry drive is located to double as access to Dollar General as well as a future use on the corner of Zora and St. Louis. This minimizes future traffic conflicts near the intersection. An extension of the sanitary sewer main is also proposed, which would provide connections for future development as well.

Staff recommends approval of Case 040-22.

ENCLOSURES

- Map of property
- Application

Case 040-22: Site Plan Review: Approximately 500' West of the intersection of E. Zora St. and N. St. Louis Ave. – A request to review a site plan – Dollar General

Chris Crowder, 14700 W 114th Terr., Lenexa KS. Here representing Dollar General and to answer any questions about the case.

Mr. Eastman asked what the hours of operation were?

Mr. Crowder replied he believed 8am to 10pm.

Mr. Kimble stated there was no proposed stop light, but there was a shared entry, can you talk about that?

Mr. Crowder stated they planned to have that shared entry for use by future development adjacent to the proposed development.

Ms. Brueckner-Sears asked if there was anyone in the audience to speak in favor of this case? There was not.

Ms. Brueckner-Sears asked if there was anyone in the audience to speak in opposition of this case?

David Sheppard. I live in the Northbrook subdivision. We are a residential area and should stay that way. Maybe apartments on that corner would be ok, but not commercial.

Mr. Stanton stated that this case did not involve the zoning or commercial use of the land, but a review of the proposed site for design and function. The property is already zoned commercial, so the commercial use is already allowed.
Charles Wilson, also live in Northbrook. Concerned with traffic on Zora. People speed and run the stoplight at St. Louis as it is, concern with adding another entrance that exits onto Zora.

Jennifer Fuller. Share concerns already stated. Don't think commercial is right for this place. Concerned with stormwater runoff and trash that may be produced on site.

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Mr. Crowder stated he was not sure, as the engineering firm, location was not part of their purview in this project.

Whitney Cosby. Homeless community is prominent. Concerns with trash and security.

Ms. Brueckner-Sears asked if there was anyone else to speak in opposition? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 040-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, AND MS. PHILLIPS "AYE," MS. WARREN "NAY." (6 IN FAVOR, 1 OPPOSED)

ARTICLE 14

SITE PLAN REVIEW

PROCEDURES

The zoning regulations contain a list of the information and exhibits that are required in support building permit applications (excluding one-family and two-family dwellings), as determined by the City of Joplin.

Developers should consult the regulations for a complete list of submittals.

Applicability: The Planning/Community Development Manager shall require that all applications for building permits for developments in the multifamily, commercial, and industrial zoning districts be subject to Site Plan Review in accordance with these regulations and for redevelopments in the following circumstances: if the redevelopment enlarges the size of the original structure by more than 50 percent in the case of a renovation or alteration. Developments shall be encouraged to implement the objectives of the Comprehensive Plan in fostering redevelopment in the "Business Strip" Overlay District, and compatibility among land uses in the City of Joplin. Site Plan Reviews shall be performed by the Municipal Planner and submitted to the Planning and Zoning Commission and City Council for approval.

The Planning and Zoning Commission shall perform their review at the next regularly scheduled meeting of the Planning and Zoning Commission for which the item may be scheduled and shall adjourn and reconvene as is determined necessary.

The Site Plan Review application and fee should be submitted along with the following plans on a 11" x 17" sheets:

__X__ Site Plan

__X__ Landscape Plan (with plant schedule – species, quantity, and size – and maintenance schedule)

__X__ Building Elevations (labeled with materials)

__X__ Other (some locations may require lighting and grading plans or stormwater management plans)

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

Return Form to:
Planner
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only
Case No:_____
Filing Fee: $550.00
Date Advertised:_____
Date Notices Sent:_____
Public Hearing Date:_____

I. **Name of Project:** Dollar General

II. **Location of Project:** E. Zora Street & N. St. Louis Avenue

III. **Name of Owner:** Capital Growth Buchalter, Inc.

IV. **Name of Person who Prepared the Site Plan:** Kaw Valley Engineering, Inc.

V. **Point of Contact:** Jayce Penner (Kaw Valley), Kirk Farrelly (Capital Growth Buchalter)

VI. **Email:** penner@kveng.com kfarrelly@cgpre.com **Phone:** 785-762-5040 (Jayce Penner) 205-263-4589 (Kirk Farrelly)

VII. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details, and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	X	
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	X	
C. Name and address of all owners of record of abutting parcels.	X	
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	X	

E.	The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures.	X	
F.	The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown.	X	
G.	The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties.	X	
H.	The location, height, size, materials, and design of all proposed signage.	X	
I.	A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas.	X	
J.	A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.		
K.	The location of all existing and proposed utility systems including:		
	1. sewer lines, sewer lateral lines, and manholes;	X	
	2. water lines and fire hydrants;	X	
	3. telephone, cable and electrical systems; and	X	
	4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales.	X	
L.	Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable.	X	

M. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. _X_ _____

N. Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan. _X_ _____

O. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. _N/A_ _____

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and _N/A_ _____

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. _N/A_ _____

P. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; _X_ _____

2. Maximum number of employees; _X_ _____

3.	Maximum seating capacity, where applicable;	N/A	_____
4.	Number of parking spaces existing and required for the intended use; and	X	_____
5.	A landscape plan for improving large areas of paved parking with appropriate landscaping may be required.	X	_____

SIGNATURE: James K. Farrelly DATE: 3/31/2022

BY: James Kirk Farrelly TITLE: Director of Engineering

KAW VALLEY ENGINEERING, INC.

Office: 785.762.5040
Fax: 785.762.7744
Web: www.kveng.com
Address: 2319 N. Jackson
P.O. Box 1304
Junction City, KS 66441

June 7, 2022
A21D0732

To: City of Joplin, Missouri

Subject: Proposed Dollar General – E. Zora Street (Case 040-22) - Vehicle Trip Generation

Attention: Mr. Dakota Rusk

Introduction

Kaw Valley Engineering Inc. (KVE) has prepared a memorandum summarizing anticipated vehicle trips generated by the proposed Dollar General.

Reference

The projection of trip generation is based on the Institute of Transportation Engineers (ITE) Manual, 10th Edition, Land Use 814: Variety Store (**Appendix A**). The following description is provided in the Manual: *"A variety store is a retail store that sells a broad range of inexpensive items often at a single price. These stores are typically referred to as "dollar stores." Items sold at these stores typically include kitchen supplies, cleaning products, home office supplies, food products, household goods, decorations, and toys. These stores are sometimes stand-alone sites, but they may also be located in small strip shopping centers. Free-standing discount store (Land Use 815) is a related use."*

Existing Conditions

Per the 2021 Missouri Department of Transportation (MODOT) Traffic Volume Map, the Annual Average Weekday Traffic (AAWDT) along E Zora Street is 4923 vehicles per day, as per **Figure 1** on the next page.

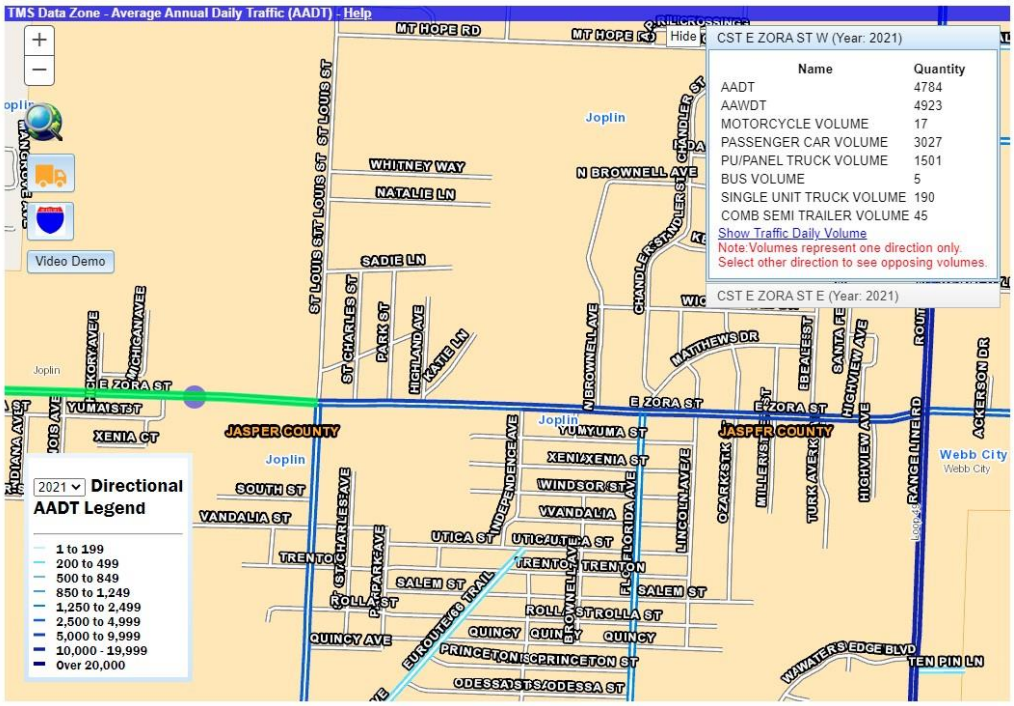


Figure 1: AAWDT near Proposed Development (MODOT 2021 Traffic Count Map)

The speed limit along E Zora Street in the site vicinity is 40 mph.

Trip Generation

Trip generation is projected based on footprint area of the proposed building, which is 10,640 ft^2. **Table 1** below shows projected new trips based on the development.

Table 1: ITE (10th Ed.) Land Use 814: Variety Store (10,640 SF)

	Traffic Volume		
	Daily	**Hourly (AM)**	**Hourly (PM)**
Rate (Veh/1000 SF)	63.47	3.18	6.84
Total Generated Trips (vph)	675	34	73
Enter (vph)	337	19	38
Exit (vph)	338	15	35
AAWDT (vpd)	5598		
Hourly Peak, Directional (Assume 10% AAWDT) (vph)		314	319

Average Rate Used

Warrants for a right turn lane and taper are considered by reviewing both MODOT standards (MODOT Engineering Policy Guide, "Auxiliary Acceleration and Turning Lanes") as well as the City of Joplin standards (Zoning Regulations adopted December 5, 2004).

The City of Joplin Zoning Regulations state the following regarding right turn lanes and taper: "Right turn lanes and tapers shall be required when: 1. Expected right-turn ingress movements meet or exceed fifty (50) miles per hour during a typical weekday peak traffic period." This regulation is difficult to interpret. It may be that a) ingress movements may not exceed 50 vehicles per hour prior to a right-turn lane and taper warrant; on the other hand, it may be that b) all commercial driveway entrances adjacent to a corridor with a speed limit greater than or equal to 50 miles per hour are required to provide a right-turn lane and taper. In either interpretation, the City regulation does not warrant a right-turn lane and taper based on the vicinity speed limit (40 mph < 50 mph) or based on the expected right-turn ingress movements (38 vph < 50 vph).

For a MODOT right-turn lane warrant along a 40 mph road, the major-road volume in vehicles per hour must exceed approximately 1000 vehicles per hour given a right-turn volume of 38 vehicles per hour, per **Figure 2** below.

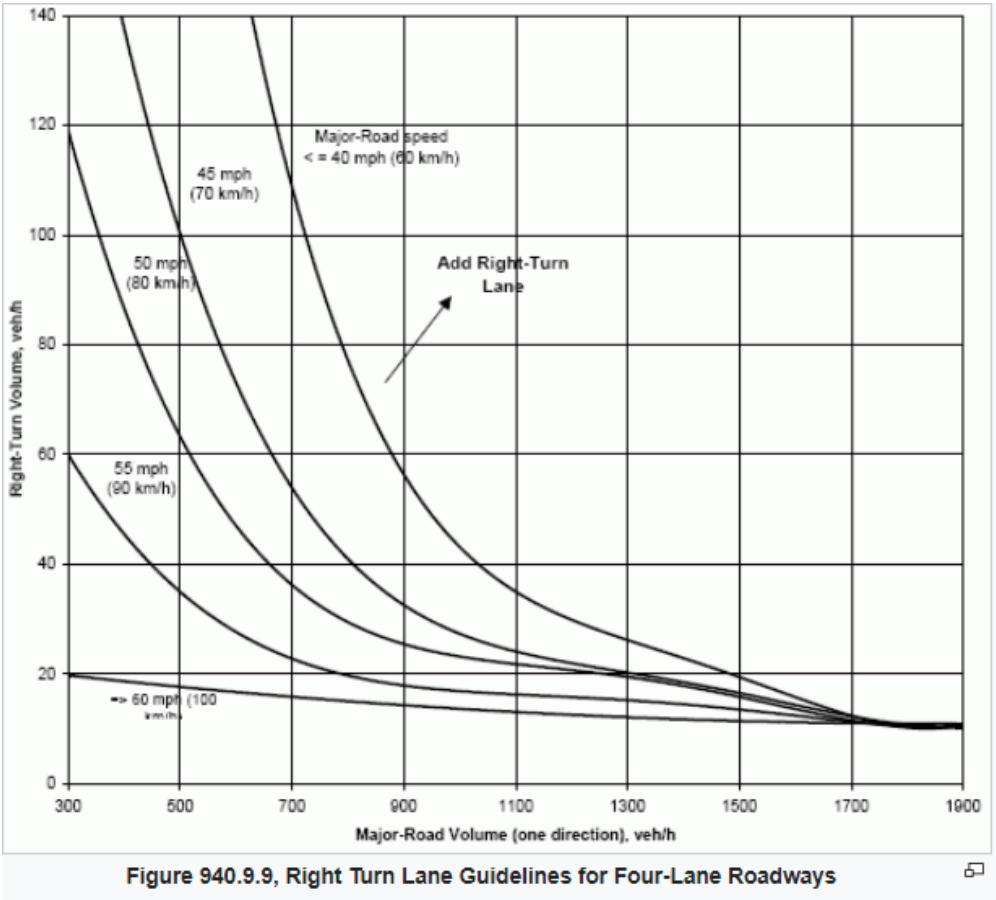


Figure 2: MODOT Figure 940.9.8 Right Turn Lane Guidelines for Four-Lane Roadways

Using a 50/50 directional distribution assumption, and assuming that the peak hour is approximately 10% of the daily existing road volume, the projected major-road future volume for the PM Peak Hour (which governs) is calculated as follows:

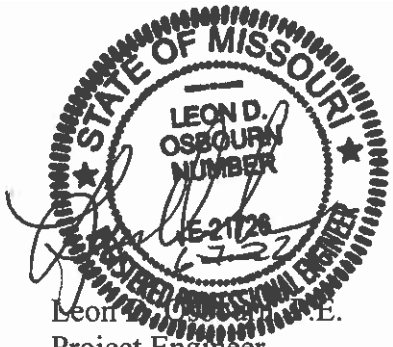
Future Hourly Volume = Existing Hourly Volume + Generated Hourly Trips
Future Hourly Volume = (4923 vpd*0.5*0.1) + 73 vph = 246 + 73 = 319 vehicles per hour

Since the right-turn lane and taper warrant (approximately 1000 vehicles per hour) exceeds the expected major-road volume (319 vehicles per hour), no right turn lane or taper is warranted for the site.

Conclusion

The proposed development is expected to generate 38 entering vehicles from East Zora Street in the PM Peak Hour per ITE 10th Edition Land Use 814. Following guidance per the City of Joplin Zoning Regulations and per the MODOT Engineering Policy Guide, no right turn lanes or tapers are warranted.

Respectfully Submitted,



Leon D. Osbourn, P.E.
Project Engineer

Kirk C. Stewart, E.I.T.
Design Engineer

Appendix A – ITE Land Use 814: Variety Store

Land Use: 814
Variety Store

Description

A variety store is a retail store that sells a broad range of inexpensive items often at a single price. These stores are typically referred to as “dollar stores.” Items sold at these stores typically include kitchen supplies, cleaning products, home office supplies, food products, household goods, decorations, and toys. These stores are sometimes stand-alone sites, but they may also be located in small strip shopping centers. Free-standing discount store (Land Use 815) is a related use.

Additional Data

Time-of-day distribution data for this land use are presented in Appendix A. For the 10 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:30 a.m. and 12:30 p.m. and 4:45 and 5:45 p.m., respectively.

The sites were surveyed in the 2010s in Florida, Minnesota, and Texas.

Source Numbers

731, 869, 879, 880

Variety Store
(814)

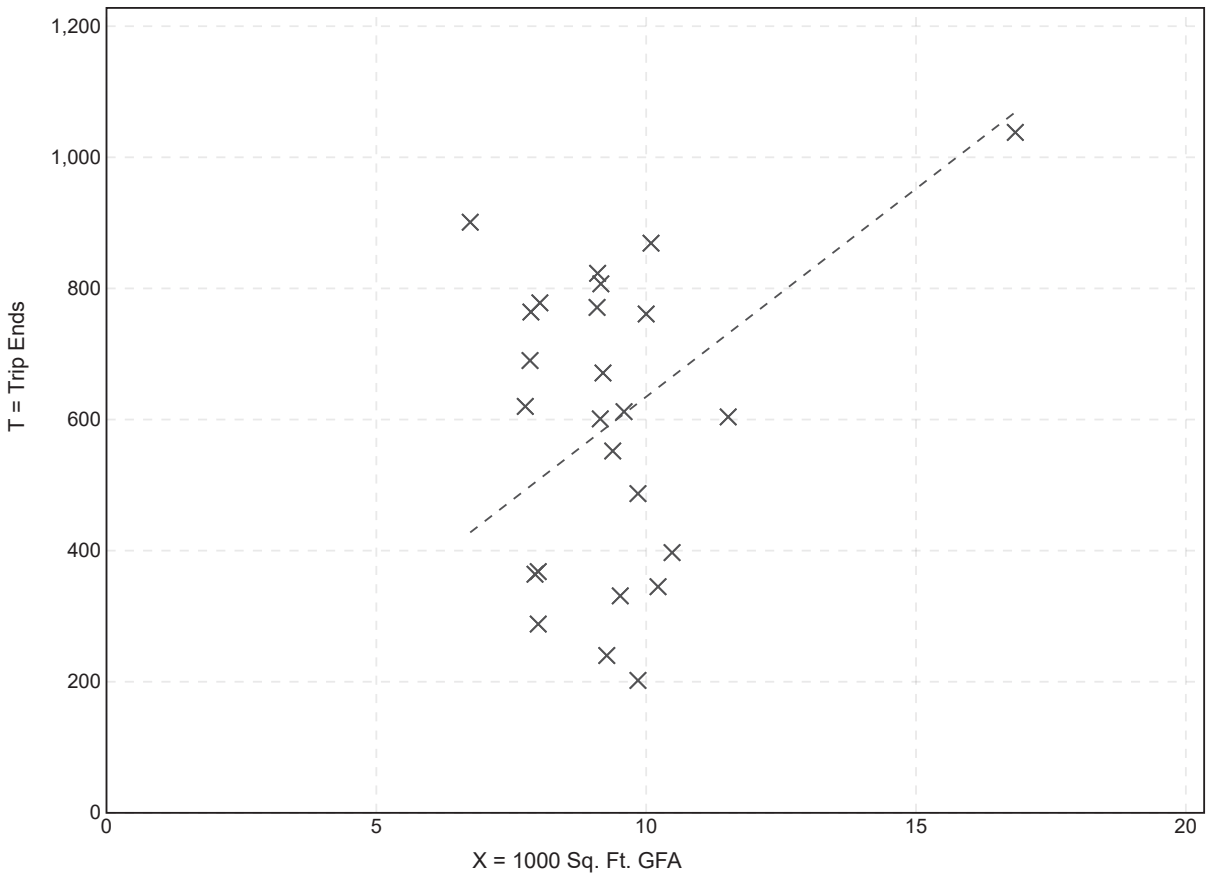
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 25
1000 Sq. Ft. GFA: 9
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
63.47	20.51 - 133.68	25.93

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

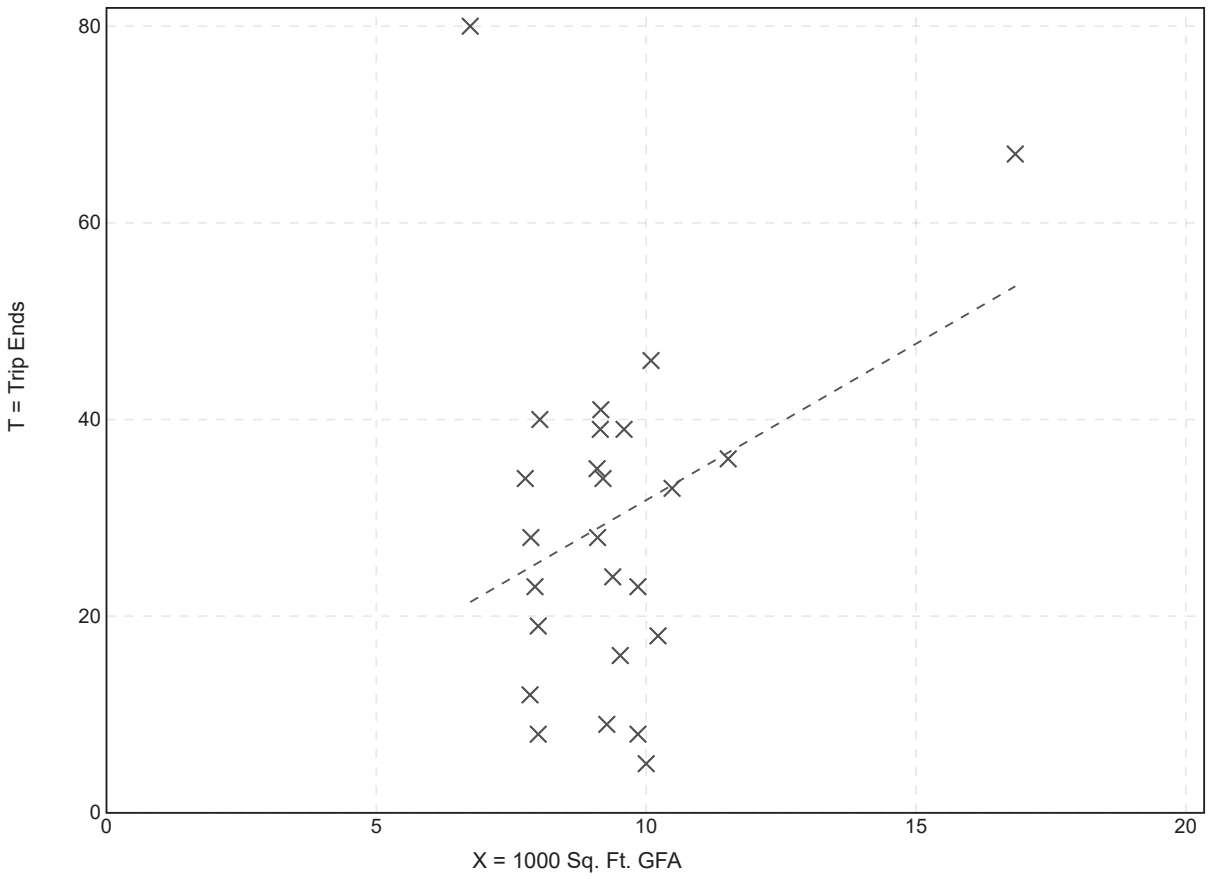
Variety Store
(814)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	25
1000 Sq. Ft. GFA:	9
Directional Distribution:	57% entering, 43% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.18	0.50 - 11.87	2.01

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ****

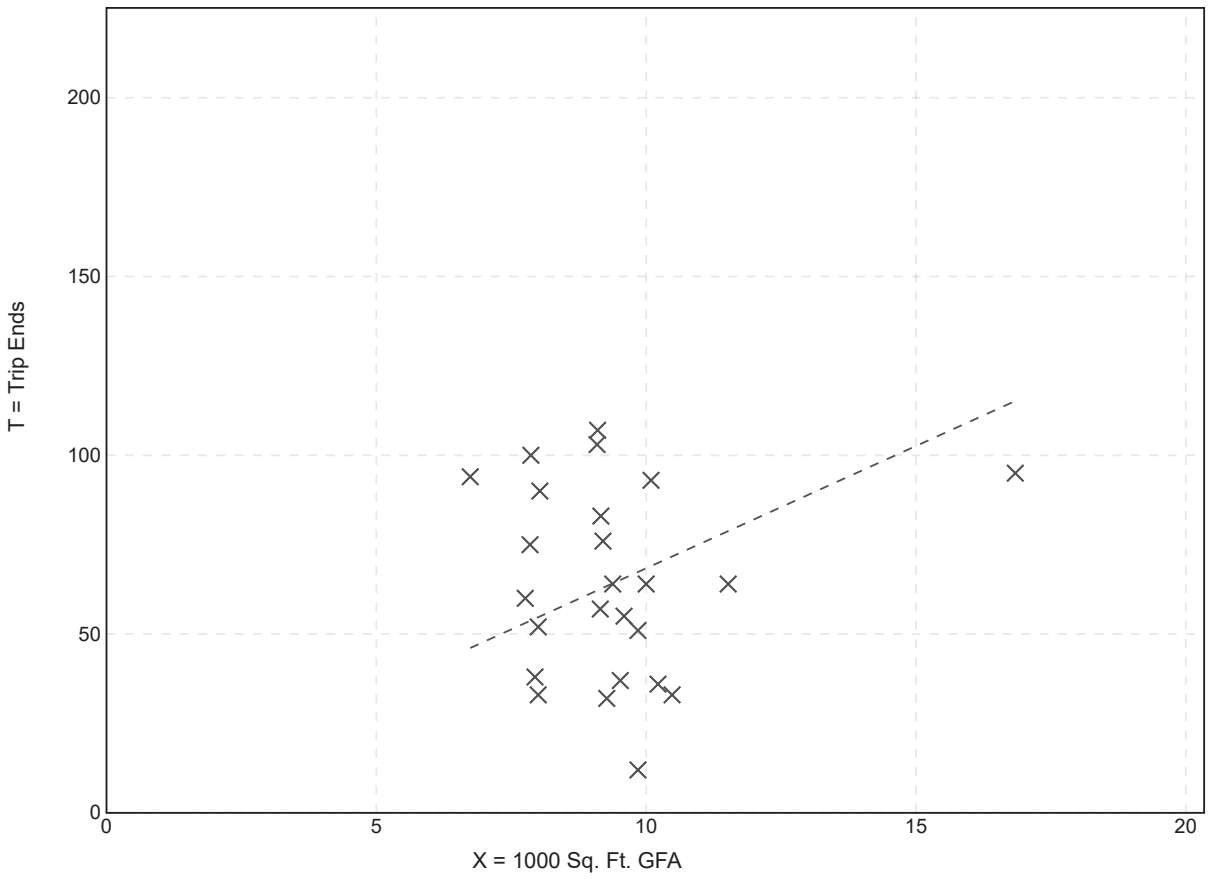
Variety Store
(814)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 25
1000 Sq. Ft. GFA: 9
Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.84	1.22 - 13.95	3.19

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

Variety Store
(814)

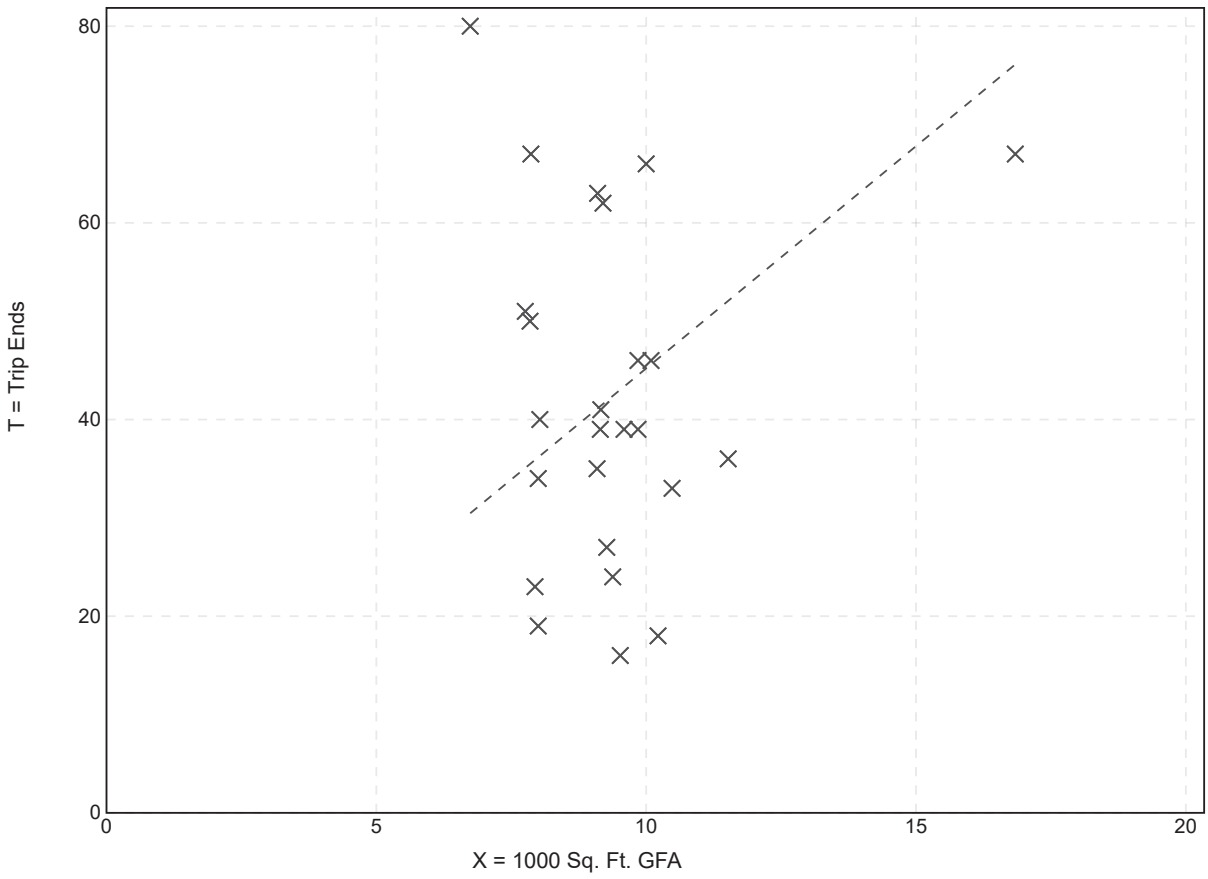
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 25
1000 Sq. Ft. GFA: 9
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.52	1.68 - 11.87	2.13

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

Variety Store
(814)

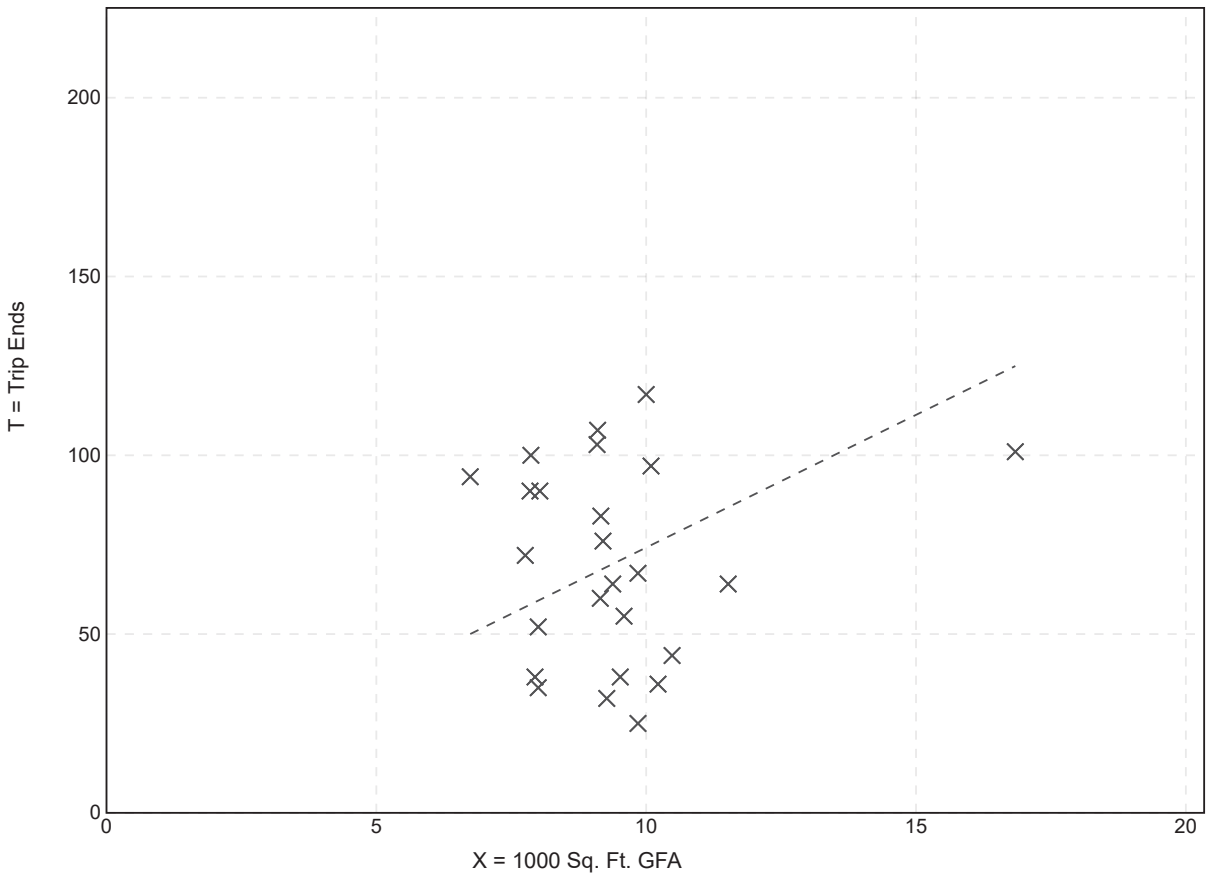
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 25
1000 Sq. Ft. GFA: 9
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
7.42	2.54 - 13.95	3.24

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

Variety Store
(814)

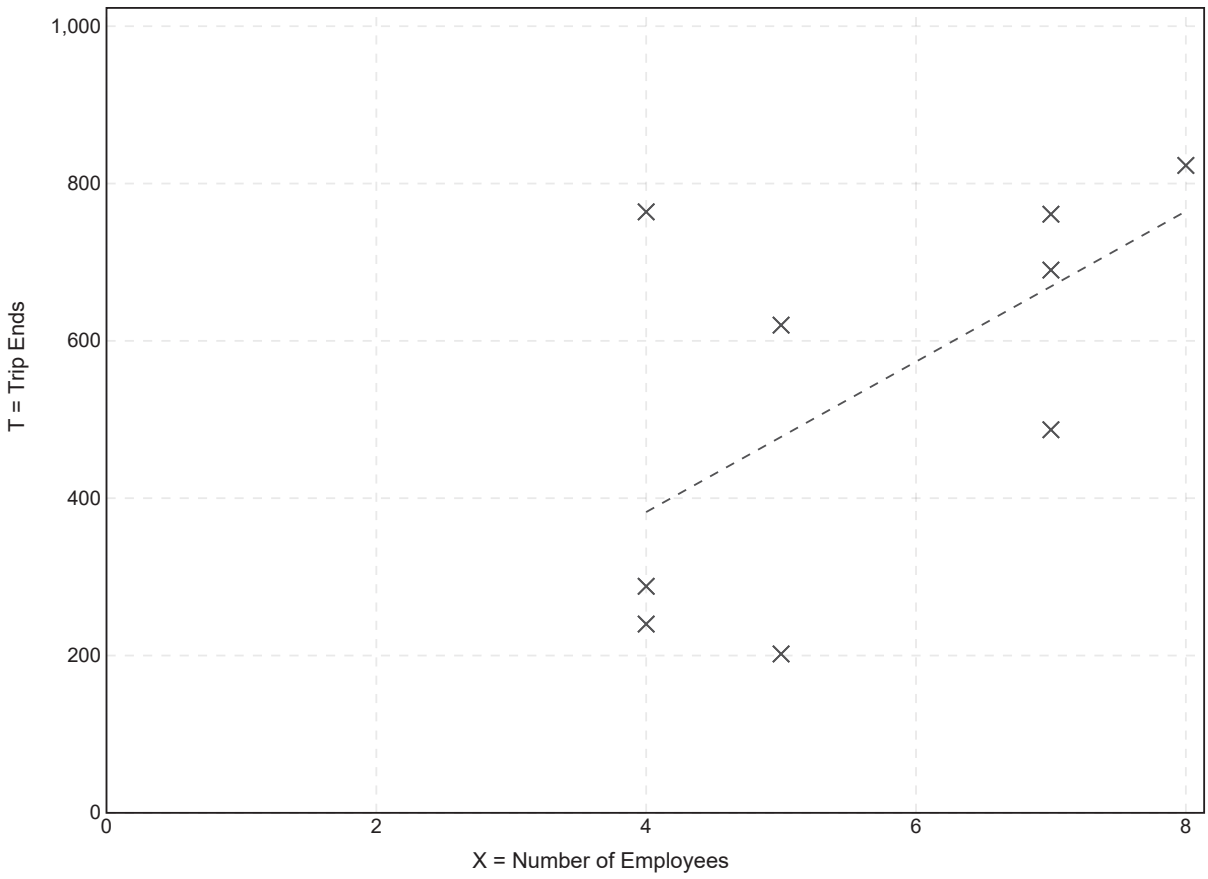
Vehicle Trip Ends vs: **Employees**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 9
Avg. Num. of Employees: 6
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
95.59	40.40 - 191.00	39.13

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ****

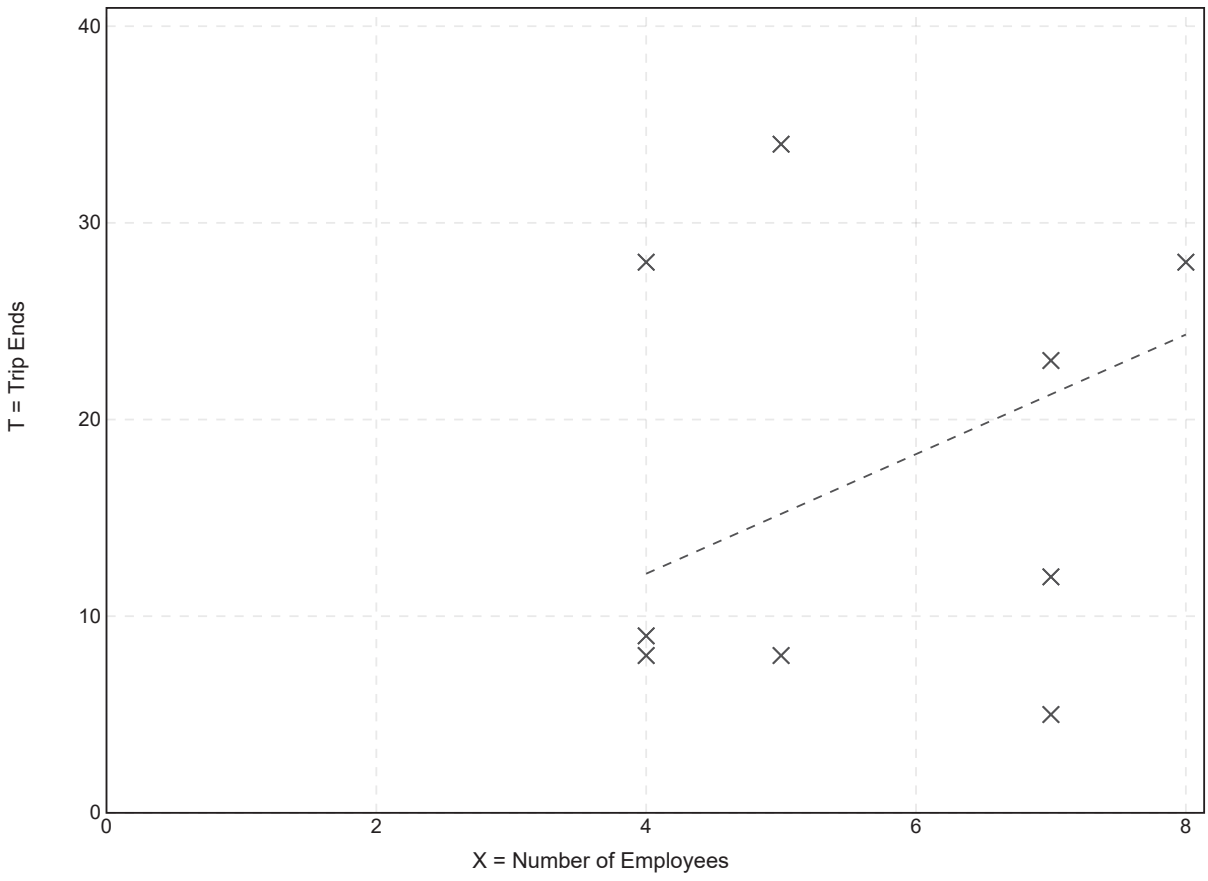
Variety Store
(814)

Vehicle Trip Ends vs:	**Employees**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	9
Avg. Num. of Employees:	6
Directional Distribution:	56% entering, 44% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
3.04	0.71 - 7.00	2.12

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

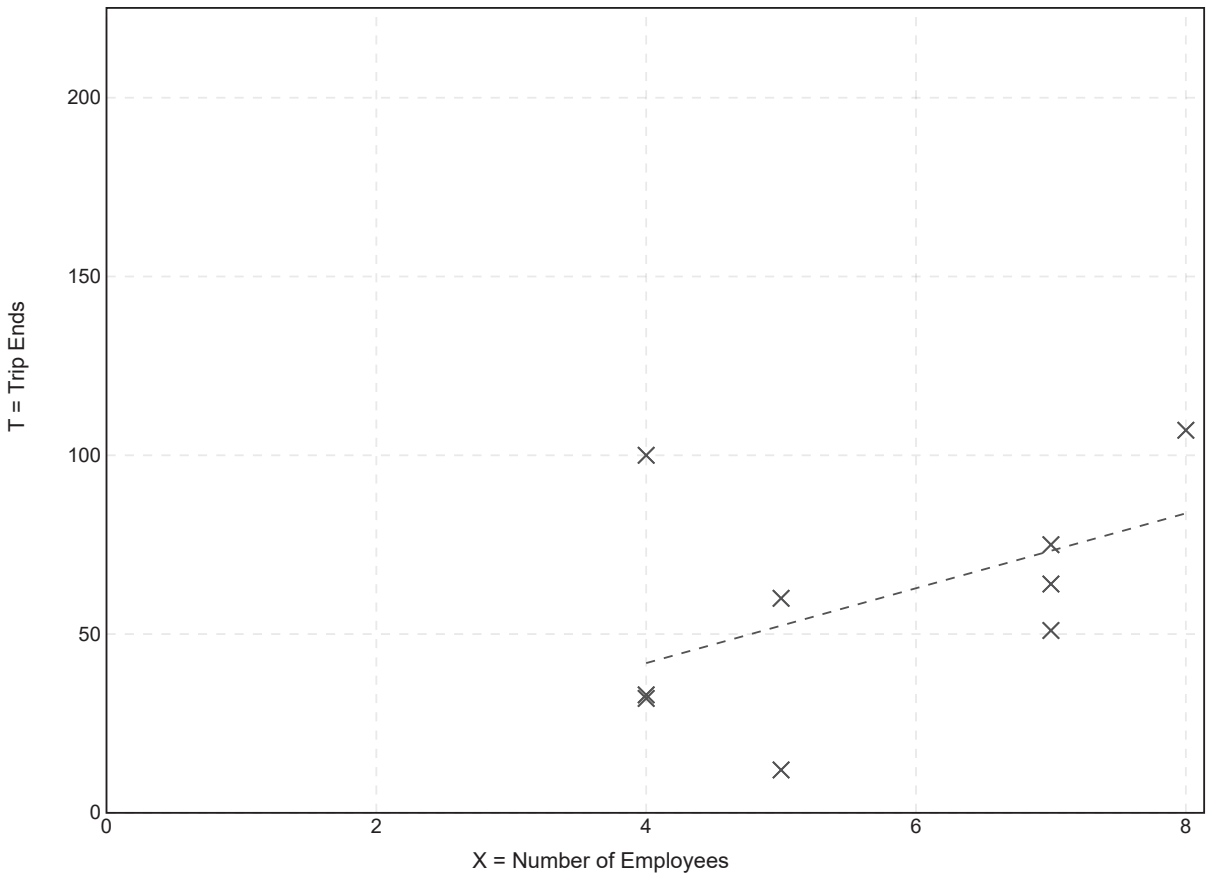
Variety Store
(814)

Vehicle Trip Ends vs:	**Employees**
On a:	**Weekday,** **Peak Hour of Adjacent Street Traffic,** **One Hour Between 4 and 6 p.m.**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	9
Avg. Num. of Employees:	6
Directional Distribution:	52% entering, 48% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
10.47	2.40 - 25.00	5.51

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ****

Variety Store
(814)

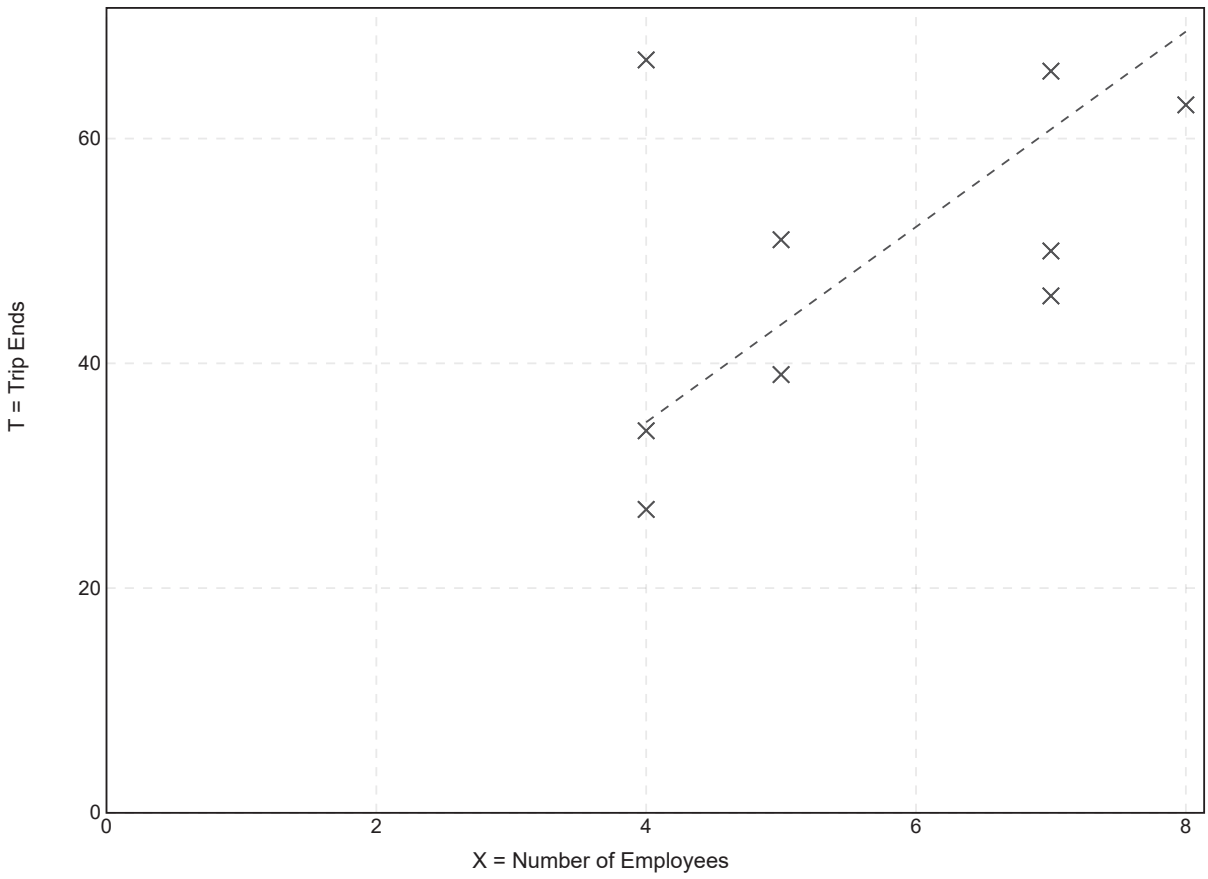
Vehicle Trip Ends vs: **Employees**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 9
Avg. Num. of Employees: 6
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
8.69	6.57 - 16.75	2.77

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= ****

Variety Store
(814)

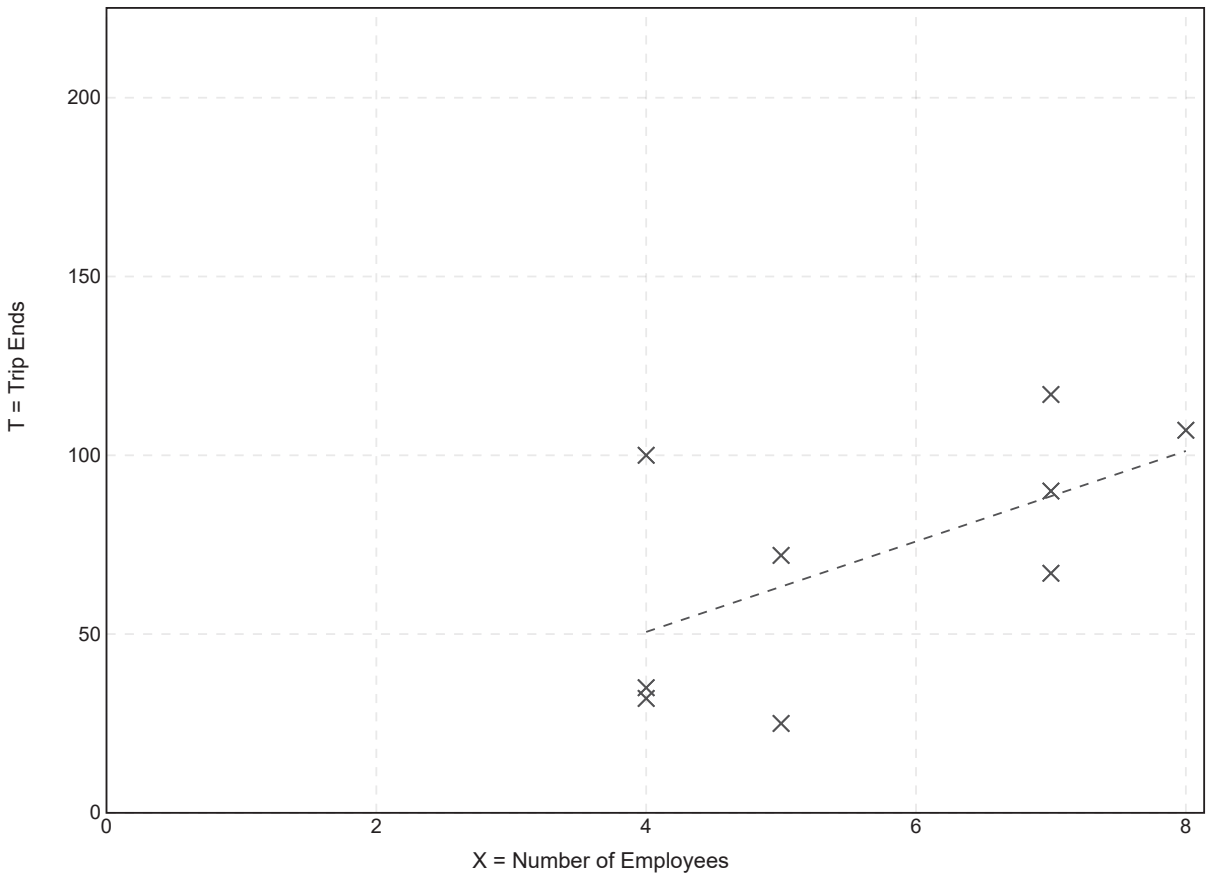
Vehicle Trip Ends vs: **Employees**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 9
Avg. Num. of Employees: 6
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
12.65	5.00 - 25.00	5.25

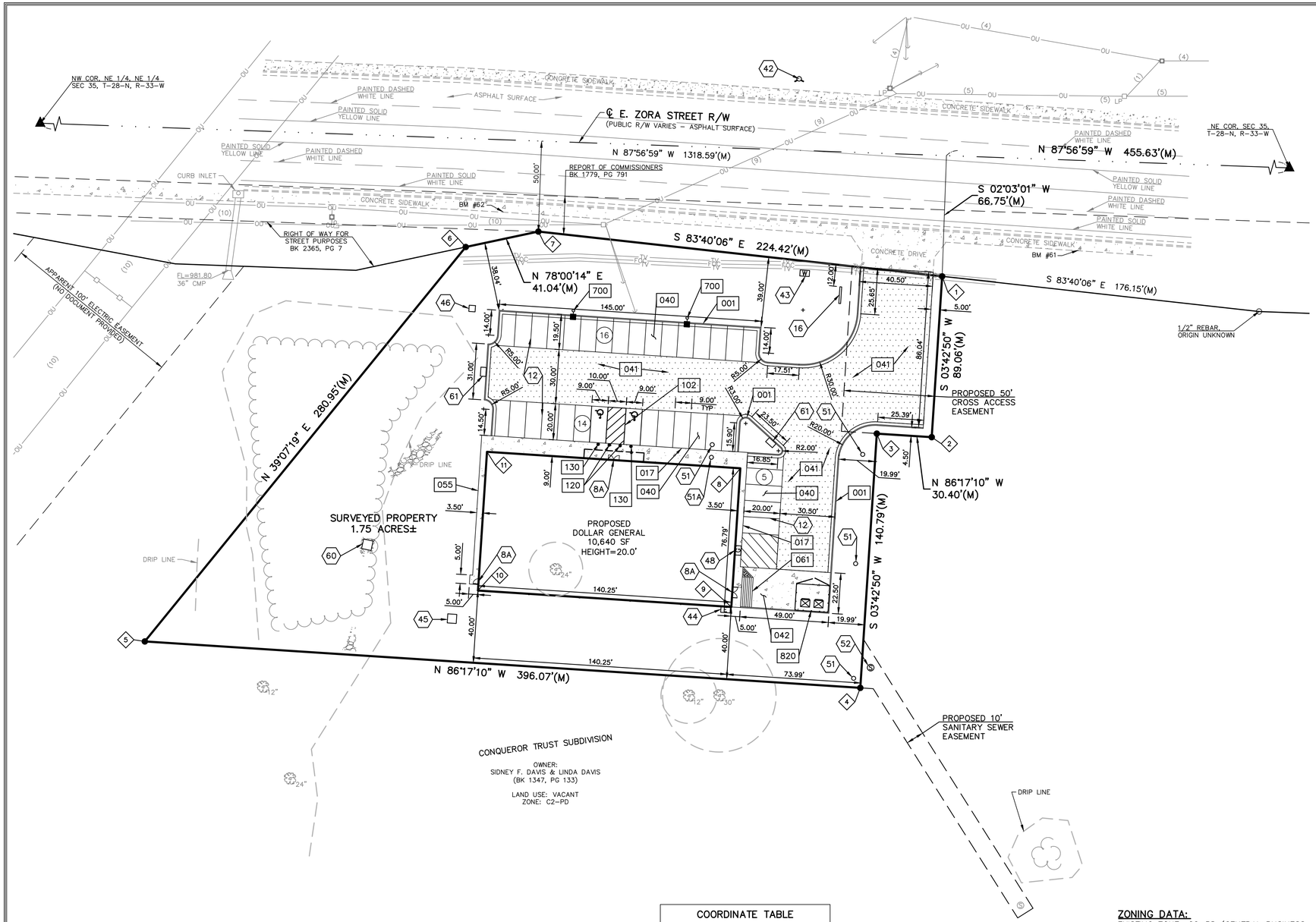
Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

Appendix B – Site Plan



CONSTRUCTION NOTES:

1. COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
2. CONSTRUCTION METHODS AND MATERIALS NOT SPECIFIED IN THESE PLANS ARE TO MEET OR EXCEED THE STANDARD SPECIFICATIONS.
3. ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH AND IN ACCORDANCE WITH REGULATIONS OF THE AUTHORITIES CONCERNED.
4. PUBLIC CONVENIENCE AND SAFETY: THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL INSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO HIGHWAYS IN THE CONSTRUCTION AREA.
5. ALL TRAFFIC CONTROL DEVICES, INSTALLATION AND OPERATIONS SHALL CONFORM WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
6. PAINT FOR STRIPING ON PUBLIC STREETS, HIGHWAYS AND ENTRANCES SHALL BE REFLECTORIZED PAINT CONFORMING TO THE SPECIFICATIONS OR REQUIREMENTS OF THE AUTHORITY GOVERNING THE STREET OR HIGHWAY.

DETAILS:

001	CONCRETE CURB AND GUTTER
017	CURB WALK/CURB (AT BUILDING)
040	LIGHT DUTY PAVEMENT
041	MEDIUM DUTY PAVEMENT
042	HEAVY DUTY CONCRETE PAVEMENT
055	CONCRETE SIDEWALK
061	DELIVERY PAD RAMP
102	90° ACCESSIBLE & VAN ACCESSIBLE SPACE STRIPING
120	ACCESSIBLE PARKING SIGNAGE
130	BOLLARD
700	LIGHT POLE BASE
820	TRASH ENCLOSURE (CMU BLOCK W/ LOCKING WOODEN GATE, FINISH TO MATCH BUILDING EXTERIOR)

NOTES:

8A	ENTRY (SEE ARCH. PLANS)
12	STRIPING (SEE STRIPING LEGEND)
16	6'x16' PYLON SIGN (21'-0" OVERALL HEIGHT)
42	FIRE HYDRANT (SEE UTILITY PLAN)
43	WATER METER (SEE UTILITY PLAN)
44	ELECTRIC METER (SEE UTILITY PLAN)
45	TRANSFORMER PAD (SEE UTILITY PLAN)
46	PRIMARY PEDESTAL (SEE UTILITY PLAN)
48	GAS METER (SEE UTILITY PLAN)
51	CLEAN-OUT (SEE UTILITY PLAN)
51A	2-WAY CLEAN-OUT (SEE UTILITY PLAN)
52	SANITARY SEWER MANHOLE (SEE UTILITY PLAN)
60	OUTLET STRUCTURE
61	CURB INLET

LEGEND

HEAVY DUTY ASPHALT PAVEMENT

COORDINATE TABLE			
◇	NORTHING	EASTING	DESCRIPTION
1	344536.89	2789993.38	BOU
2	344448.02	2789987.61	BOU
3	344449.99	2789957.27	BOU
4	344309.50	2789948.15	BOU
5	344335.15	2789552.91	BOU
6	344553.11	2789730.18	BOU
7	344561.64	2789770.32	BOU
8	344430.83	2789881.89	BLDG
9	344354.20	2789876.91	BLDG
10	344363.29	2789736.96	BLDG
11	344439.92	2789741.93	BLDG

BOU = BOUNDARY CORNER
BLDG = BUILDING CORNER

STRIPING LEGEND	
YELLOW CURBING AND BOLLARDS - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF HEAVY RUST 2 COATS SHERWIN WILLIAMS - KEM 4000 ACRYLIC ALKYD ENAMEL SAFETY YELLOW B55Y300
STRIPING - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY. TOP COAT SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT YELLOW TM5495
HANDICAP STRIPING - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY. TOP COAT SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT "H.C." BLUE

NOTE:
1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCE, SLOPED PAVING, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
2. THESE PLANS HAVE NOT BEEN VERIFIED WITH FINAL ARCHITECTURAL CONTRACT DRAWINGS. CONTRACTOR SHALL VERIFY AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONTRACTOR IS FULLY RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND CONTRACTOR DOCUMENTS.
3. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE PERPENDICULAR TO PROPERTY LINE.
5. ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER.

ZONING DATA:
EXISTING ZONE: C2-PD (CENTRAL BUSINESS DISTRICT W/ PLANNED DEVELOPMENT OVERLAY DISTRICT)

BUILDING DATA:

TOTAL BUILDING AREA:	10,640 SF
SALES AREA:	8,526 SF
RECEIVING AREA:	1,359 SF
BREAK RM./OFFICE AREA:	186 SF
REST ROOM & HALL AREA:	205 SF
MISCELLANEOUS	354 SF

EMPLOYEE DATA:
MAX. NUMBER OF EMPLOYEES: 3

PARKING DATA:
EXISTING PARKING SPACES: 0
PROPOSED PARKING SPACES: 35
(NO MINIMUM PARKING REQUIREMENT FOR C2)

REVISIONS:

STORE NO. 24333
E. ZORA STREET
JOPLIN, MISSOURI

DOLLAR GENERAL®

STATE OF MISSOURI
LEON D. OSBOURN
NUMBER
E-21726
REGISTERED PROFESSIONAL ENGINEER
3-31-22

LEON D. OSBOURN
ENGINEER
MO # 021726
PROJ. NO. A21_0732
CFN: 0732SP
DSN: LDO
DWN: JP
2319 N. JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040 | FAX (785) 762-7744
jc@kveng.com | www.kveng.com
KAW VALLEY ENGINEERING
KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842. EXPIRES 12/31/23

DATE:
MARCH 31, 2022

DRAWING TITLE
SITE PLAN

DRAWN BY - CHECKED BY
JP/LDO

SHEET NO.
C-3

SITE PLAN
FOR
DOLLAR GENERAL
JOPLIN, MISSOURI

APRIL 2022

PROPOSED LEGEND

- W — WATER LINE
- [W] WATER METER
- FIRE HYDRANT
- S — SANITARY SEWER LINE
- (S) SANITARY SEWER MANHOLE
- G — GAS LINE
- [G] GAS METER
- E — UNDERGROUND ELECTRIC LINE
- [E] ELECTRIC METER
- LIGHT POLE

EXISTING LEGEND

- ▲ SECTION CORNER SET (1/2"X24" REBAR W/YELLOW PLASTIC KVE LS-214F CAP)
- ● 1/2"X24" REBAR W/YELLOW PLASTIC KVE LS-214F CAP
- ○ MONUMENT FOUND
- (M) MEASURED
- UTILITY POLE
- LP UTILITY POLE W/ LIGHT
- UTILITY POLE W/ TRANSFORMER
- LP UTILITY POLE W/ LIGHT & TRANSFORMER
- DEADMAN ANCHOR
- OU (10) OU FOOTPRINT OF OVERHEAD UTILITY – # LINES
- TV UNDERGROUND CABLE TV
- G UNDERGROUND GAS LINE
- W WATER LINE
- (S) SANITARY SEWER MANHOLE
- S SANITARY SEWER LINE
- FOC UNDERGROUND FIBER OPTIC CABLE
- 24" DECIDUOUS TREE W/ SIZE & DRIP LINE
- TREE LINE
- 977 1' CONTOUR INTERVAL
- 90.21 / 90.66 SPOT ELEVATION AT TOP AND FLOWLINE OF CURB (ADD 900)
- x 982.37 SPOT ELEVATION AT GROUND/PAVEMENT
- B/B BACK OF CURB TO BACK OF CURB

ELECTRIC SERVICE:
LIBERTY UTILITIES
ROBERT "TYLER" LIPSCOMB
(417) 793-0621
robert.lipscomb@libertyutilities.com

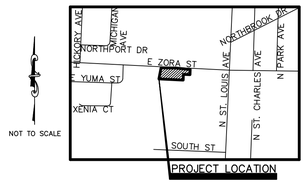
GAS SERVICE:
SPIRE ENERGY
DUSTIN BORLAND
(417) 317-2004
dustin.borland@spireenergy.com

COMMUNICATIONS SERVICE:
ATT DISTRIBUTION
(314) 275-0020

CABLE ONE
(800) 691-3978

WATER SERVICE:
MISSOURI AMERICAN WATER CO.
TRENTON MCCARTY
(417) 680-0317
Trenton.Mccarty@amwater.com

SEWER SERVICE:
CITY OF JOPLIN
DANIEL JOHNSON, ASST. DIRECTOR
(417) 624-0820 EXT. 1538
dhertzbe@joplinmo.org



LOCATION MAP
CITY OF JOPLIN, MISSOURI

SHEET INDEX:

C-1 TITLE SHEEET
C-2 ALTA NSPS LAND TITLE SURVEY
C-3 SITE PLAN
C-4 GRADING PLAN
C-5 EROSION CONTROL PLAN
C-6 UTILITY PLAN
L-1 LANDSCAPE PLAN

DEVELOPER:
CAPITAL GROWTH BUCHALTER
361 SUMMIT BLVD, SUITE 110
BIRMINGHAM, ALABAMA 35243
KIRK FARRELLY, PE
(205) 263-4589
kfarrelly@cgpre.com

OWNER:
SIDNEY F. & LINDA DAVIS
5863 LARK ROAD
DIAMOND, MISSOURI 64840

ENGINNER/SURVEYOR:
KAW VALLEY ENGINEERING, INC.
2319 N. JACKSON
JUNCTION CITY, KANSAS 66441
LEON D. OSBOURN, PE/PLS
(785) 762-5040
ldo@kveng.com

UNDERGROUND UTILITY STATEMENT:
WITH REGARD TO UNDERGROUND UTILITIES, INFORMATION FROM THE SOURCES LISTED HEREON WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

THE COORDINATES PROVIDED IN THESE PLANS ARE FOR INFORMATION AND CHECKING PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALCULATE CONSTRUCTION STAKING COORDINATES ACCORDING TO THE DIMENSIONS SHOWN ON THESE PLANS. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE COORDINATES SHOWN IN THE TABLE HEREON BEFORE CONSTRUCTION.

SAFETY NOTICE TO CONTRACTOR
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

WARRANTY / DISCLAIMER
THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER KAW VALLEY ENGINEERING, INC NOR ITS PERSONNEL, CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED, EXCEPT IN THE SPECIFIC CASES WHERE KAW VALLEY ENGINEERING PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

CAUTION – NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. **THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.**

FLOOD STATEMENT:
THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYED PROPERTY LIES WITHIN MINIMAL FLOOD HAZARD ZONE "X" AS SAID PROPERTY PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP NUMBER 29097C0276E REVISED DATE NOVEMBER 2, 2012.

BASIS OF BEARINGS:
MISSOURI STATE PLANE WEST ZONE 2403 NAD 83 (2011) GRID BEARINGS.

DATUM BENCHMARK:
NAVD 88 BASED ON THE MISSOURI DEPARTMENT OF TRANSPORTATION'S GNSS NTRIP NETWORK. ORTHOMETRIC HEIGHT WAS CALCULATED USING THE GEOID18 MODEL. UNITS ARE US SURVEY FEET.

BENCHMARKS:
BM #61: CHISELED "SQUARE" ON THE SOUTH SIDE OF THE SIDEWALK ALONG THE SOUTH SIDE OF ZORA STREET AT THE EAST SIDE OF THE PROJECT.
ELEV=989.90

BM #62: CHISELED "SQUARE" ON THE SOUTH SIDE OF THE SIDEWALK ALONG THE SOUTH SIDE OF ZORA STREET AT THE WEST SIDE OF THE PROJECT.
ELEV=991.95

PROJ. NO. A21_0732
CFN: 0732TS
DSN: LDO
DWN: JP

LEON D. OSBOURN
ENGINEER
MO # 021726

KAW VALLEY ENGINEERING
2319 N. JACKSON | P.O. BOX 1304
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REVISIONS:

STORE NO. 24333
E. ZORA STREET
JOPLIN, MISSOURI

DOLLAR GENERAL®
76'-0"X140'-0" 10,640 SF PROTOTYPE "C"

STATE OF MISSOURI
LEON D. OSBOURN
NUMBER E-21726
REGISTERED PROFESSIONAL ENGINEER
3/31/22

DATE:
MARCH 31, 2022

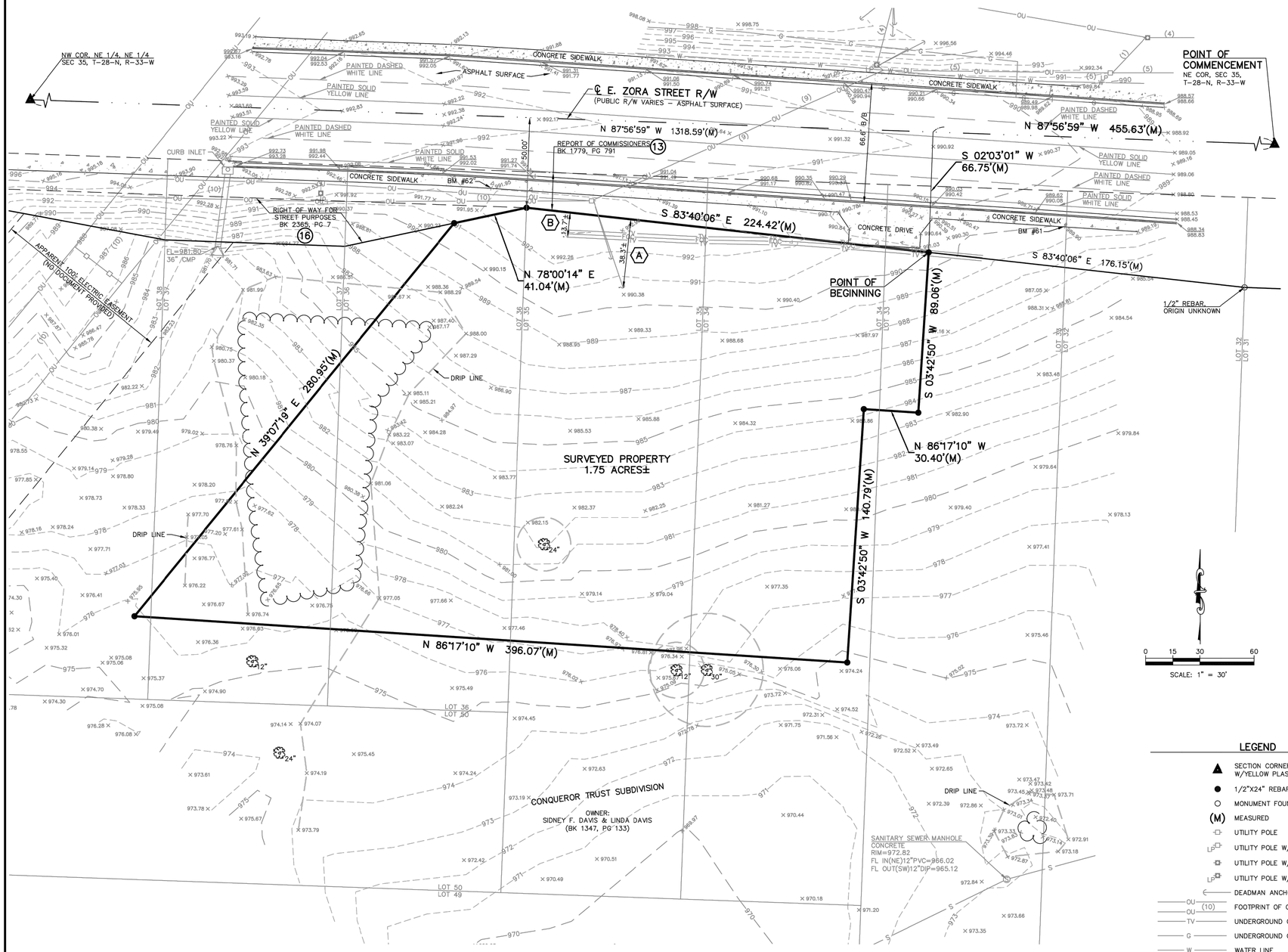
DRAWING TITLE
TITLE SHEET

DRAWN BY – CHECKED BY
JP/LDO

SHEET NO.
C-1

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF LOTS 33–38, CONQUEROR TRUST SUBDIVISION
JOPLIN, JASPER COUNTY, MISSOURI



GENERAL NOTES:

1. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH LAWS AND MINIMUM STANDARDS FOR THE STATE OF MISSOURI.
2. MISSOURI ONE-CALL TICKET #220201725
3. ALL BOUNDARY LINES OF THE SURVEYED PROPERTY ARE CONTIGUOUS WITH THE ADJOINING PARCELS.
4. THE PROPERTY HAS DIRECT ACCESS TO EAST ZORA STREET, A DEDICATED PUBLIC STREET.
5. THE SURVEYED PROPERTY DESCRIPTION HEREON IS A PORTION OF THE REAL PROPERTY DESCRIBED IN SCHEDULE A OF THE TITLE COMMITMENT REFERENCED HEREON AND DESCRIBED IN THE CORPORATION WARRANTY DEED RECORDED AS DOC/FILM: BOOK 1347 PAGE 133.
6. IN THE PROCESS OF CONDUCTING THE FIELDWORK FOR THIS SURVEY, THERE WAS NO OBSERVED EVIDENCE OF RECENT CONSTRUCTION.
7. IN THE PROCESS OF CONDUCTING THE FIELDWORK FOR THIS SURVEY, THERE WAS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL, HOWEVER THE SITE WAS USED AS A SOLID WASTE DUMP IN THE 1970S FOR BUILDING DEBRIS PER CONVERSATION WITH THE CITY.
8. IN THE PROCESS OF CONDUCTING THE FIELDWORK FOR THIS SURVEY, THERE WAS NO ACTIVE DRILLING OBSERVED, NOR EVIDENCE THEREOF OBSERVED, WITHIN THE SURVEYED PROPERTY.
9. IN THE PROCESS OF CONDUCTING THE FIELDWORK FOR THIS SURVEY, THERE WAS NO OBSERVED EVIDENCE OF GRAVES OR BURIAL GROUNDS WITHIN THE SURVEYED PROPERTY.

BASIS OF BEARINGS:

MISSOURI STATE PLANE WEST ZONE 2403 NAD 83 (2011) GRID BEARINGS.

POTENTIAL ENCROACHMENTS:

WITHOUT EXPRESSING A LEGAL OPINION AS TO OWNERSHIP OR NATURE, POTENTIAL ENCROACHMENTS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK FOR THIS SURVEY ARE LISTED AS FOLLOWS:

A. GUY ANCHORS ARE OVER THE NORTH LINE OF THE SURVEYED PROPERTY AS SHOWN HEREON.

B. UNDERGROUND CABLE TV AND FIBER OPTIC LINES ARE OVER THE NORTH LINE OF THE SURVEYED PROPERTY AS SHOWN HEREON.

THIS SURVEY DEPICTS THE FEATURES OBSERVABLE IN THE PROCESS OF CONDUCTING THE FIELDWORK FOR THIS SURVEY. THEREFORE, SOME POTENTIAL ENCROACHMENTS MAY NOT HAVE BEEN OBSERVED, ARE NOT OBSERVABLE, OR ARE NOT THE OPINION OF THE SURVEYOR. IT MAY BE THE OPINION OF OTHERS, THERE ARE POTENTIAL ENCROACHMENTS NOT LISTED. AN ENCROACHMENT IS A LEGAL MATTER AND CAN ONLY BE ESTABLISHED OR DEFINED BY THE JUDICIAL SYSTEM.

FLOOD STATEMENT:

THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYED PROPERTY LIES WITHIN MINIMAL FLOOD HAZARD ZONE "X" AS SAID PROPERTY PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP NUMBER 29097C0276E REVISED DATE NOVEMBER 2, 2012.

ZONING:

THERE WAS NO ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT.

TABLE "A" NOTES:

TABLE A ITEMS NOT ADDRESSED BELOW ARE ADDRESSED ON THE FACE OF THE SURVEY OR UNDER OTHER HEADINGS ON THIS OR OTHER SHEETS.

2. ADDRESS: EAST ZORA ST (NOT POSTED)
4. GROSS LAND AREA: 1.75 ACRES
5. VERTICAL RELIEF WAS ESTABLISHED BY GROUND SURVEY. CONTOUR INTERVAL IS 1.0 FOOT.
7. NO BUILDINGS EXIST ON SURVEYED PROPERTY.
9. THERE ARE NO DESIGNATED PARKING AREAS LOCATED ON SURVEYED PROPERTY.

10 CLIENT DID NOT DESIGNATE ANY PARTY WALLS.

11(a). MAPS PROVIDED BY SPIRE ENERGY.

11(b). MISSOURI ONE-CALL TICKET # 220201725

14. INTERSECTION OF E. ZORA STREET AND N. ST. LOUIS AVENUE IS 439'± EAST OF THE NORTHEAST CORNER OF THE SURVEYED PARCEL.
17. AT THE TIME OF SURVEY THE SURVEYOR WAS NOT MADE AWARE OF PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES. THERE WAS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

SURVEY REFERENCE:

1. CONQUEROR TRUST SUBDIVISION RECORDED IN BOOK 3 PAGE 173.
2. CROCKER PACKING PLANT SURVEY RECORDED IN BOOK 7 PAGE 45.
3. CORPORATION WARRANTY DEED RECORDED AS DOC/FILM: BOOK 1347 PAGE 133

TITLE COMMITMENT SCHEDULE A DESCRIPTION:

ALL OF LOTS NUMBERED THIRTY (30) THROUGH FIFTY (50), BOTH INCLUSIVE, IN CONQUERER TRUST SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

TAX ID: 16-7-0-05-10-001-001.000

BEING THE SAME PROPERTY CONVEYED TO SIDNEY F. DAVIS AND LINDA DAVIS, HUSBAND AND WIFE, GRANTEE, FROM FIRST HILLCROFT, INC., A TEXAS CORPORATION, GRANTOR, BY DEED RECORDED 07/19/1988, IN BOOK 1347, PAGE 133, OF THE JASPER COUNTY RECORDS.

SURVEYED PROPERTY DESCRIPTION:

THAT PORTION OF LOTS 33 THRU 38 OF CONQUEROR TRUST SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 3 AT PAGE 173 IN THE RECORDER OF DEEDS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED BY JASON R. LOADER, PS 2010018904 ON MARCH 9, 2022 AS FOLLOWS:

ALL BEARINGS HEREIN ARE NAD1983(2011) MISSOURI STATE PLANE COORDINATE SYSTEM WEST ZONE 2403 GRID BEARINGS. COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, N 87°56'59" W 455.63 FEET; THENCE S 02°03'01" W 66.75 FEET TO THE SOUTH LINE OF THE REAL PROPERTY DESCRIBED IN THE REPORT OF COMMISSIONERS RECORDED AS BOOK 1779 PAGE 791 IN THE RECORDER OF DEEDS OFFICE AND THE POINT OF BEGINNING; THENCE S 03°42'50" W 89.06 FEET; THENCE N 86°17'10" W 30.40 FEET; THENCE S 03°42'50" W 140.79 FEET; THENCE N 86°17'10" W 396.07 FEET; THENCE N 39°07'19" E 280.95 FEET TO THE SOUTHERLY LINE OF THE REAL PROPERTY DESCRIBED IN THE RIGHT OF WAY CONVEYANCE RECORDED AS BOOK 2365 PAGE 7 IN THE RECORDER OF DEEDS OFFICE; THENCE ON SAID SOUTHERLY LINE, N 78°00'14" E 41.04 FEET TO SAID SOUTH LINE OF REAL PROPERTY DESCRIBED IN BOOK 1779 PAGE 791; THENCE ON SAID SOUTH LINE, S 83°40'06" E 224.42 FEET TO THE POINT OF BEGINNING. CONTAINS 1.75 ACRES, MORE OR LESS.

END OF DESCRIPTION

TITLE COMMITMENT:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO: 01–21118753–01T
COMMITMENT DATE: OCTOBER 20, 2021 @ 7:00 AM

SCHEDULE B – II ITEMS:

PER PARAGRAPH 6.C.ii OF THE MINIMUM STANDARDS DETAILS REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, EASEMENTS AND OTHER SURVEY-RELATED MATTERS BURDENING THE SURVEYED PROPERTY AND IDENTIFIED IN THE TITLE EVIDENCE PROVIDED TO OR OBTAINED BY THE SURVEYOR ARE SUMMARIZED BELOW. THE SURVEYOR'S NOTES ARE IN REGARD TO THE LEGAL DESCRIPTION OF THE DOCUMENT ONLY AND DO NOT PURPORT TO GIVE A LEGAL OPINION FOR THE ITEM LISTED. ITEMS NOT LISTED ARE EITHER NOT MATTERS OF SURVEY OR DO NOT CONTAIN A LEGAL DESCRIPTION.

9. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT, RECORDED 02/19/1910, IN BOOK 3, PAGE 173, OF THE JASPER COUNTY RECORDS.
   (COVERS ENTIRE SURVEYED PROPERTY)
10. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE CROCKER PACKING PLANT SURVEY, RECORDED 09/01/1952, IN BOOK 7, PAGE 45, OF THE JASPER COUNTY RECORDS.
   (DOCUMENT IS ILLEGIBLE)
12. EASEMENT IN FAVOR OF THE EMPIRE DISTRICT ELECTRIC COMPANY, RECORDED 09/30/2002, IN BOOK 1741, PAGE 22, OF THE JASPER COUNTY RECORDS.
   (MAY LIE WITHIN OR CROSS THE SURVEYED PROPERTY, PROVIDED DOCUMENTS ARE TOO VAGUE TO PLOT)
13. REPORT OF COMMISSIONERS, RECORDED 04/09/2003, IN BOOK 1779, PAGE 791, OF THE JASPER COUNTY RECORDS.
   (ADJOINS THE SURVEYED PROPERTY AND ITS LOCATION IS SHOWN)
14. EASEMENT IN FAVOR OF THE EMPIRE DISTRICT ELECTRIC COMPANY, RECORDED 10/15/2003, IN BOOK 1822, PAGE 1460, OF THE JASPER COUNTY RECORDS.
   (MAY LIE WITHIN OR CROSS THE SURVEYED PROPERTY, PROVIDED DOCUMENTS ARE TOO VAGUE TO PLOT)
15. EASEMENT IN FAVOR OF THE EMPIRE DISTRICT ELECTRIC COMPANY, RECORDED 03/16/2015, IN BOOK 2354, PAGE 179, OF THE JASPER COUNTY RECORDS.
   (MAY LIE WITHIN OR CROSS THE SURVEYED PROPERTY, PROVIDED DOCUMENTS ARE TOO VAGUE TO PLOT)
16. RIGHT OF WAY CONVEYANCE FOR STREET PURPOSES IN FAVOR OF THE CITY OF JOPLIN, RECORDED 06/29/2015 IN BOOK 2365, PAGE 7, OF THE JASPER COUNTY RECORDS.
   (ADJOINS THE SURVEYED PROPERTY AND ITS LOCATION IS SHOWN)
17. RIGHT OF WAY CONVEYANCE FOR STREET PURPOSES IN FAVOR OF THE CITY OF JOPLIN, RECORDED 10/26/2015 IN BOOK 2376, PAGE 499, OF THE JASPER COUNTY RECORDS.
   (DOES NOT LIE WITHIN OR CROSS THE SURVEYED PROPERTY)
18. UTILITY EASEMENT IN FAVOR OF THE CITY OF JOPLIN, RECORDED 10/26/2015, IN BOOK 2376, PAGE 500, OF THE JASPER COUNTY RECORDS.
   (DOES NOT LIE WITHIN OR CROSS THE SURVEYED PROPERTY)
19. RIGHTS OF THE RAILROAD, ITS SUCCESSORS AND ASSIGNS, AS ADJOINING LAND OWNER, INCLUDING, BUT NOT LIMITED TO SLOPE EASEMENT AND MAINTENANCE RIGHTS.
   (NO DOCUMENT PROVIDED)

LEGEND

- ▲ SECTION CORNER SET (1/2"X24" REBAR W/YELLOW PLASTIC KVE LS-214F CAP)
- ● 1/2"X24" REBAR W/YELLOW PLASTIC KVE LS-214F CAP
- ○ MONUMENT FOUND
- (M) MEASURED
- UTILITY POLE
- LP UTILITY POLE W/ LIGHT
- UTILITY POLE W/ TRANSFORMER
- LP UTILITY POLE W/ LIGHT & TRANSFORMER
- DEADMAN ANCHOR
- OU (10) FOOTPRINT OF OVERHEAD UTILITY – # LINES
- OU UNDERGROUND CABLE TV
- TV UNDERGROUND GAS LINE
- G WATER LINE
- W SANITARY SEWER MANHOLE
- S SANITARY SEWER LINE
- FOC UNDERGROUND FIBER OPTIC CABLE
- 24" DECIDUOUS TREE W/ SIZE & DRIP LINE
- TREE LINE
- 977 1' CONTOUR INTERVAL
- 90.21 / 90.66 SPOT ELEVATION AT TOP AND FLOWLINE OF CURB (ADD 900)
- X 982.37 SPOT ELEVATION AT GROUND/PAVEMENT
- B/B BACK OF CURB TO BACK OF CURB
- (A) POSSIBLE ENCROACHMENT IDENTIFIER
- (13) SCHEDULE B IDENTIFIER

SURVEYOR CERTIFICATION:

TO CGP ACQUISITION & DEVELOPMENT, LLC, A NEVADA LIMITED LIABILITY COMPANY, BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ PC, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, SIDNEY F. DAVIS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(b)(2), 8, 9, 10, 11(a), 11(b), 13, 14 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 28, 2022.

DATE OF PLAT OR MAP: _____

(AN ORIGINAL SEAL AND SIGNATURE IN BLUE INK SIGNIFIES THE CERTIFICATION OF THE ENTIRE FACE OF THIS DOCUMENT AND ALL OF ITS CONTENT.)

UNDERGROUND UTILITY STATEMENT:

WITH REGARD TO UNDERGROUND UTILITIES, INFORMATION FROM THE SOURCES LISTED HEREON WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

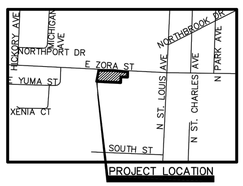
DATUM BENCHMARK:

NAVD 88 BASED ON THE MISSOURI DEPARTMENT OF TRANSPORTATION'S GNSS NTRIP NETWORK. ORTHOMETRIC HEIGHT WAS CALCULATED USING THE GEOID18 MODEL. UNITS ARE US SURVEY FEET.

BENCHMARKS:

BM #61: CHISELED "SQUARE" ON THE SOUTH SIDE OF THE SIDEWALK ALONG THE SOUTH SIDE OF ZORA STREET AT THE EAST SIDE OF THE PROJECT.
ELEV=989.90

BM #62: CHISELED "SQUARE" ON THE SOUTH SIDE OF THE SIDEWALK ALONG THE SOUTH SIDE OF ZORA STREET AT THE WEST SIDE OF THE PROJECT.
ELEV=991.95



LOCATION MAP
CITY OF JOPLIN, MISSOURI

PRELIMINARY
3/11/2022

JASON R. LOADER
PLS-2010018904
loaderj@kveng.com

KAW VALLEY ENGINEERING
2319 NORTH JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040 | FAX (785) 762-7744
jc@kveng.com | www.kveng.com

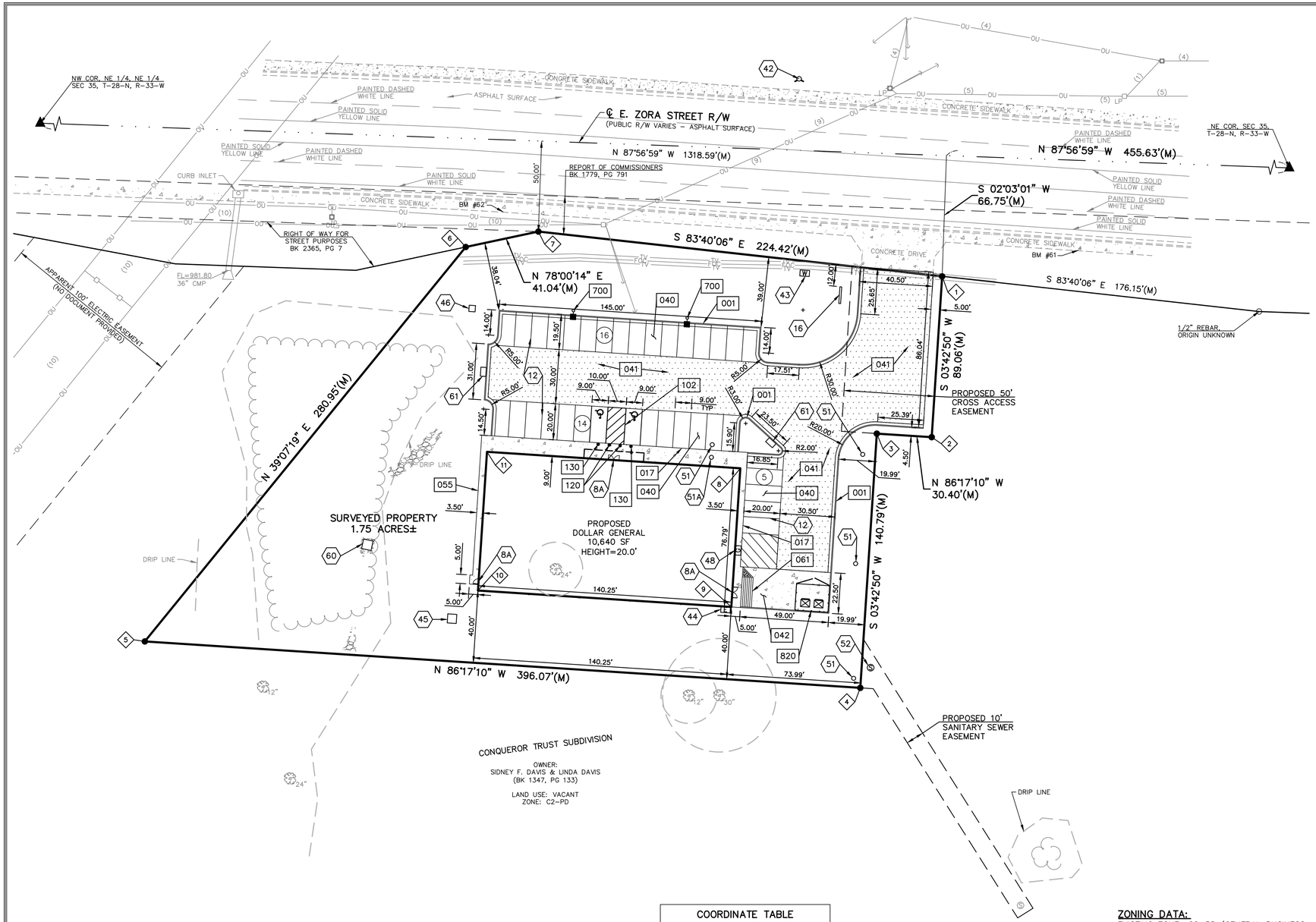
PROJECT NO.	A21_0732
DRAWN BY	JP
CHECKED BY	JRL
CFN	0732ALTA
SHEET	C-2

PROJECT:
EAST ZORA STREET
JOPLIN, MISSOURI 64801

PREPARED FOR:
CAPITAL GROWTH BUCHALTER, LCC
361 SUMMIT BLVD. SUITE 110
BIRMINGHAM, ALABAMA 35243

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 000214. EXPIRES 12/31/23

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF KAW VALLEY ENGINEERING, INC.



CONSTRUCTION NOTES:

1. COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
2. CONSTRUCTION METHODS AND MATERIALS NOT SPECIFIED IN THESE PLANS ARE TO MEET OR EXCEED THE STANDARD SPECIFICATIONS.
3. ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH AND IN ACCORDANCE WITH REGULATIONS OF THE AUTHORITIES CONCERNED.
4. PUBLIC CONVENIENCE AND SAFETY: THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL INSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO HIGHWAYS IN THE CONSTRUCTION AREA.
5. ALL TRAFFIC CONTROL DEVICES, INSTALLATION AND OPERATIONS SHALL CONFORM WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
6. PAINT FOR STRIPING ON PUBLIC STREETS, HIGHWAYS AND ENTRANCES SHALL BE REFLECTORIZED PAINT CONFORMING TO THE SPECIFICATIONS OR REQUIREMENTS OF THE AUTHORITY GOVERNING THE STREET OR HIGHWAY.

DETAILS:

001	CONCRETE CURB AND GUTTER
017	CURB WALK/CURB (AT BUILDING)
040	LIGHT DUTY PAVEMENT
041	MEDIUM DUTY PAVEMENT
042	HEAVY DUTY CONCRETE PAVEMENT
055	CONCRETE SIDEWALK
061	DELIVERY PAD RAMP
102	90° ACCESSIBLE & VAN ACCESSIBLE SPACE STRIPING
120	ACCESSIBLE PARKING SIGNAGE
130	BOLLARD
700	LIGHT POLE BASE
820	TRASH ENCLOSURE (CMU BLOCK W/ LOCKING WOODEN GATE, FINISH TO MATCH BUILDING EXTERIOR)

NOTES:

8A	ENTRY (SEE ARCH. PLANS)
12	STRIPING (SEE STRIPING LEGEND)
16	6'x16' PYLON SIGN (21'-0" OVERALL HEIGHT)
42	FIRE HYDRANT (SEE UTILITY PLAN)
43	WATER METER (SEE UTILITY PLAN)
44	ELECTRIC METER (SEE UTILITY PLAN)
45	TRANSFORMER PAD (SEE UTILITY PLAN)
46	PRIMARY PEDESTAL (SEE UTILITY PLAN)
48	GAS METER (SEE UTILITY PLAN)
51	CLEAN-OUT (SEE UTILITY PLAN)
51A	2-WAY CLEAN-OUT (SEE UTILITY PLAN)
52	SANITARY SEWER MANHOLE (SEE UTILITY PLAN)
60	OUTLET STRUCTURE
61	CURB INLET

LEGEND

HEAVY DUTY ASPHALT PAVEMENT

COORDINATE TABLE			
◇	NORTHING	EASTING	DESCRIPTION
1	344536.89	2789993.38	BOU
2	344448.02	2789987.61	BOU
3	344449.99	2789957.27	BOU
4	344309.50	2789948.15	BOU
5	344335.15	2789552.91	BOU
6	344553.11	2789730.18	BOU
7	344561.64	2789770.32	BOU
8	344430.83	2789881.89	BLDG
9	344354.20	2789876.91	BLDG
10	344363.29	2789736.96	BLDG
11	344439.92	2789741.93	BLDG

BOU = BOUNDARY CORNER
BLDG = BUILDING CORNER

STRIPING LEGEND	
YELLOW CURBING AND BOLLARDS - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF HEAVY RUST 2 COATS SHERWIN WILLIAMS - KEM 4000 ACRYLIC ALKYD ENAMEL SAFETY YELLOW B55Y300
STRIPING - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY. TOP COAT SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT YELLOW TM5495
HANDICAP STRIPING - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY. TOP COAT SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT "H.C." BLUE

NOTE:
1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCE, SLOPED PAVING, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
2. THESE PLANS HAVE NOT BEEN VERIFIED WITH FINAL ARCHITECTURAL CONTRACT DRAWINGS. CONTRACTOR SHALL VERIFY AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONTRACTOR IS FULLY RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND CONTRACTOR DOCUMENTS.
3. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE PERPENDICULAR TO PROPERTY LINE.
5. ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER.

ZONING DATA:
EXISTING ZONE: C2-PD (CENTRAL BUSINESS DISTRICT W/ PLANNED DEVELOPMENT OVERLAY DISTRICT)

BUILDING DATA:

TOTAL BUILDING AREA:	10,640 SF
SALES AREA:	8,526 SF
RECEIVING AREA:	1,359 SF
BREAK RM./OFFICE AREA:	186 SF
REST ROOM & HALL AREA:	205 SF
MISCELLANEOUS	354 SF

EMPLOYEE DATA:
MAX. NUMBER OF EMPLOYEES: 3

PARKING DATA:
EXISTING PARKING SPACES: 0
PROPOSED PARKING SPACES: 35
(NO MINIMUM PARKING REQUIREMENT FOR C2)

REVISIONS:

STORE NO. 24333
E. ZORA STREET
JOPLIN, MISSOURI

DOLLAR GENERAL®

STATE OF MISSOURI
LEON D. OSBOURN
NUMBER
E-21726
REGISTERED PROFESSIONAL ENGINEER
3-31-22

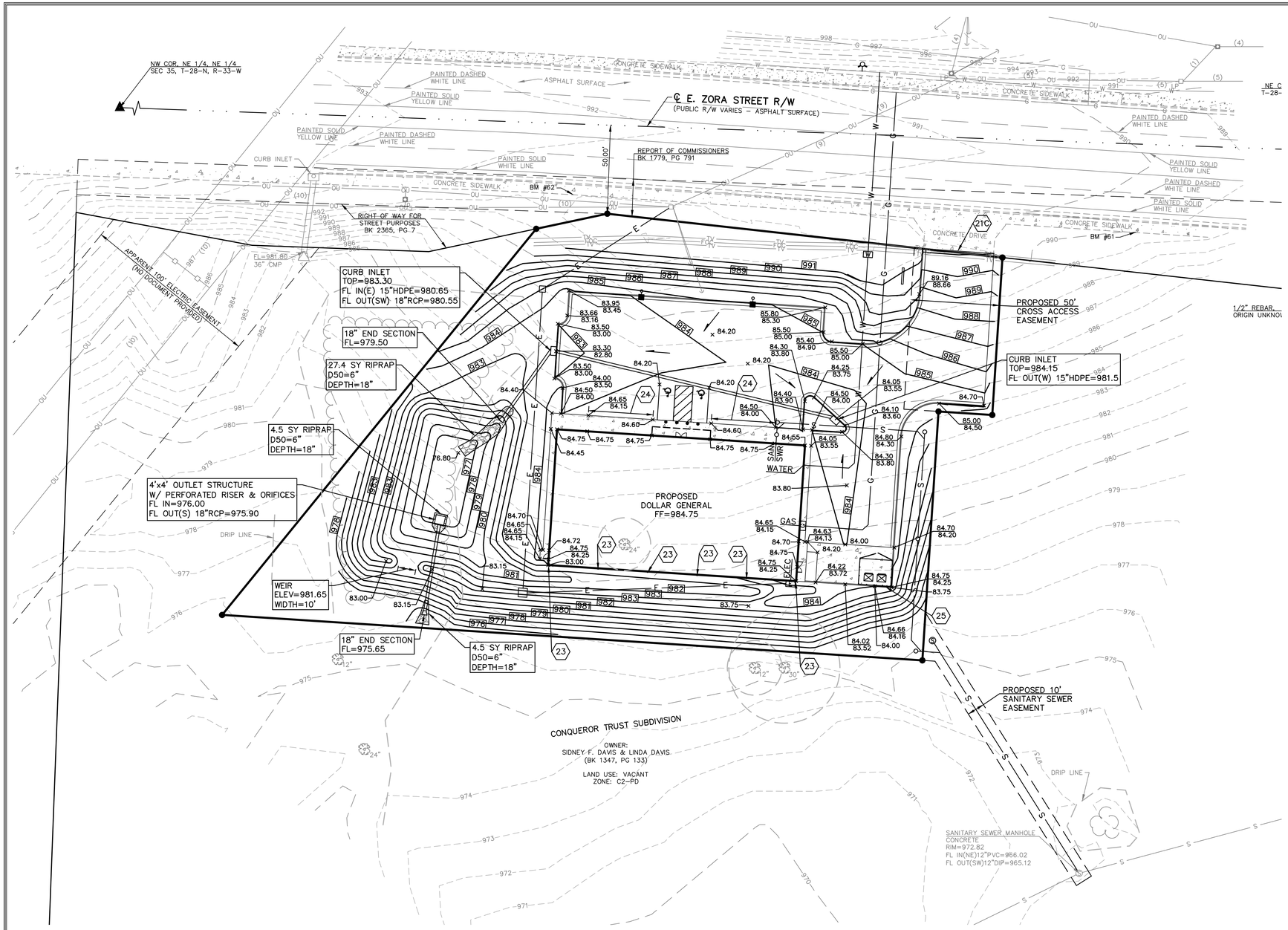
LEON D. OSBOURN
ENGINEER
MO # 021726
PROJ. NO. A21_0732
CFN: 0732SP
DSN: LDO
DWN: JP
2319 N. JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040 | FAX (785) 762-7744
jc@kveng.com | www.kveng.com
KAW VALLEY ENGINEERING
KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842. EXPIRES 12/31/23

DATE:
MARCH 31, 2022

DRAWING TITLE
SITE PLAN

DRAWN BY - CHECKED BY
JP/LDO

SHEET NO.
C-3



GRADING NOTES:

1. THE CONSTRUCTION AREA SHALL BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL AND ORGANIC MATTER FROM ALL AREAS TO BE OCCUPIED BY BUILDING AND PAVING. TOPSOIL FOR REPLACEMENT ON SLOPES MAY BE STOCKPILED ON SITE. EXCESS TOPSOIL MAY BE WASTED IN FILL SLOPES PROVIDED THAT NO TOPSOIL WILL BE WASTED WITHIN 10 FEET OF THE EDGE OF THE BUILDING OR PARKING AREA. BURNING OF TIMBER WILL NOT BE PERMITTED UNLESS APPROVAL IS OBTAINED FROM GOVERNING OFFICIALS. STRIPPING EXISTING TOPSOIL AND ORGANIC MATTER SHALL BE TO A MINIMUM DEPTH OF 6 INCHES.

2. AREAS TO RECEIVE FILL SHALL BE SCARIFIED AND THE TOP 8-INCH DEPTH COMPACTED TO 95% STANDARD PROCTOR DENSITY. ANY UNSUITABLE AREAS SHALL BE UNDERCUT AND REPLACED WITH SUITABLE MATERIAL BEFORE ANY FILL MATERIAL CAN BE APPLIED.

3. OFF-SITE FILL MATERIAL SHALL HAVE A PLASTICITY INDEX OF 25 OR LESS, A LIQUID LIMIT OF 45 OR LESS AND CONTAIN NO ROCK LARGER THAN THREE INCHES. OFF-SITE FILL MATERIAL SHALL BE APPROVED BY THE ENGINEER PRIOR TO BRINGING ON SITE.

4. EARTHWORK UNDER THE BUILDING SHALL COMPLY WITH THE PROJECT ARCHITECTURAL PLANS. OTHER FILL MATERIAL SHALL BE MADE IN LIFTS NOT TO EXCEED EIGHT INCHES DEPTH COMPACTED TO 95% STANDARD PROCTOR DENSITY. FILL MATERIAL MAY INCLUDE ROCK FROM ON-SITE EXCAVATION IF CAREFULLY PLACED SO THAT LARGE STONES ARE WELL DISTRIBUTED AND VOIDS ARE COMPLETELY FILLED WITH SMALLER STONES, EARTH, SAND OR GRAVEL TO FURNISH A SOLID EMBANKMENT. NO ROCK LARGER THAN THREE INCHES IN ANY DIMENSION NOR ANY SHALE SHALL BE PLACED IN THE TOP 12 INCHES OF EMBANKMENT.

5. AREAS THAT ARE TO BE CUT TO SUBGRADE LEVELS SHALL BE PROOF ROLLED WITH A MODERATELY HEAVY LOADED DUMP TRUCK OR SIMILAR APPROVED CONSTRUCTION EQUIPMENT TO DETECT UNSUITABLE SOIL CONDITIONS.

6. IN ALL AREAS OF EXCAVATION, IF UNSUITABLE SOIL CONDITIONS ARE ENCOUNTERED, A QUALIFIED GEOTECHNICAL ENGINEER SHALL RECOMMEND TO THE ENGINEER THE METHODS OF UNDERCUTTING AND REPLACEMENT OF PROPERLY COMPACTED, APPROVED FILL MATERIAL. ALL PROOFROLLING AND UNDERCUTTING SHOULD BE PERFORMED DURING A PERIOD OF DRY WEATHER.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

8. ALL SLOPES ARE TO BE 3:1 OR FLATTER UNLESS OTHERWISE INDICATED.

9. ALL SLOPES EXCEEDING 3:1 SHALL BE PROTECTED BY RIP RAP, CONCRETE PAVING, OR OTHER METHODS INDICATED ON THESE PLANS, THAT WILL PREVENT EROSION AND PLACED SUCH THAT THE SURFACE IS FLUSH WITH SURROUNDING GROUND AND SHAPED TO CHANNEL WATER IN DIRECTIONS INDICATED.

10. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON-SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.

11. CONTRACTOR SHALL USE SILT FENCE OR OTHER MEANS OF CONTROLLING EROSION ALONG THE EDGE OF THE PROPERTY OR OTHER BOTTOM OF SLOPE LOCATIONS.

12. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS.

13. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

14. IT IS NOT THE DUTY OF THE ENGINEER OR THE OWNER TO REVIEW THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE AT ANY TIME DURING CONSTRUCTION.

15. THE SITEWORK FOR THIS PROJECT SHALL MEET OR EXCEED THE SITEWORK SPECIFICATIONS.

16. HANDICAP STALLS SHALL MEET ADA REQUIREMENTS AND SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION AT THE BUILDING ENTRY AND ACCESSIBLE PARKING STALLS. SLOPES EXCEEDING 2.0% WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

NOTE:
1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCE, SLOPED PAVING, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.

2. THESE PLANS HAVE NOT BEEN VERIFIED WITH FINAL ARCHITECTURAL CONTRACT DRAWINGS. CONTRACTOR SHALL VERIFY AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONTRACTOR IS FULLY RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND CONTRACT DOCUMENTS.

LEGEND (PROPOSED)

- x 83.00 — SPOT ELEVATION (ADD 900), TOP OF PAVEMENT
- 83.25 / 82.75 — TOP OF CURB (ADD 900) / FLOWLINE OF CURB (ADD 900)
- 984 — FINISHED 1' CONTOUR INTERVALS, TOP OF PAVEMENT
- FINISHED 1' CONTOUR INTERVALS, TOP OF PAVEMENT

NOTES:

- 21C MATCH EXISTING PAVEMENT ELEVATIONS
- 23 DOWNSPOUT W/ SPLASH PAD
- 24 TAPER CURB: 6" TO 0" IN 36.5'
- 25 THICKENED EDGE OF CURB

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KAW VALLEY ENGINEERING

PROJ. NO. A21_0732
CFN: 0732GP
DSN: LDO
DWN: JP

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REVISIONS:

STORE NO. 24333
E. ZORA STREET
JOPLIN, MISSOURI

DOLLAR GENERAL®
76'-0"x140'-0" 10,640 SF PROTOTYPE "C"

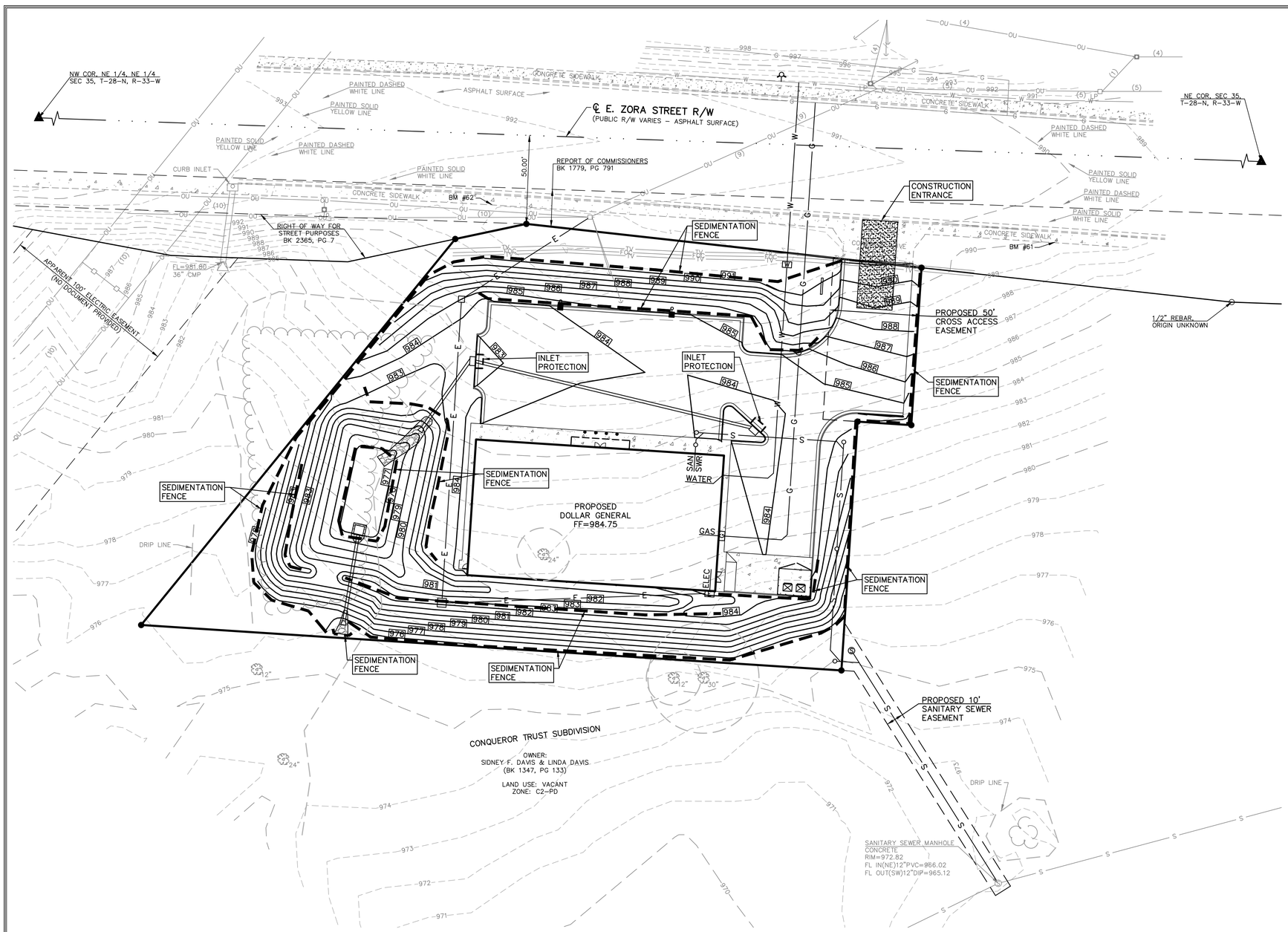
STATE OF MISSOURI
LEON D. OSBOURN
NUMBER E-21726
REGISTERED PROFESSIONAL ENGINEER
3/31/22

DATE:
MARCH 31, 2022

DRAWING TITLE
GRADING PLAN

DRAWN BY - CHECKED BY
JP/LDO

SHEET NO.
C-4



GENERAL NOTES:

1. PROPERTY LINE IS LIMITS OF CONSTRUCTION EXCEPT AS SHOWN.

2. THE CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING EARTHWORK OPERATIONS.

3. THE CONTRACTOR SHALL MAINTAIN ALL SILT CONTROL MEASURES DURING CONSTRUCTION.

4. ALL SILT SHALL REMAIN ON SITE AND SURROUNDING STREETS SHALL BE KEPT CLEAR OF ALL MUD AND DEBRIS.

5. A SEDIMENTATION BARRIER IS TO BE INSTALLED AS SHOWN.

6. ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE SEDIMENTATION BARRIERS MAINTAINED AS NEEDED TO PREVENT SEDIMENTATION BYPASS OF THE BARRIER.

7. SLOPES ARE TO BE LEFT IN A ROUGH CONDITION DURING GRADING.

8. CURB INLET SEDIMENTATION BARRIERS ARE TO BE INSTALLED AROUND INLETS AND WEIRS WHERE SEDIMENTATION IS A CONCERN. INLET BARRIERS SHALL BE EITHER BLOCK AND GRAVEL, OR SECURED STRAW BALES, OR SILT FENCE.

9. SEDIMENT IS TO BE REMOVED FROM STORM WATER DRAINAGE SYSTEMS.

10. RIPRAP IS TO BE INSTALLED AT AREAS OF CONCENTRATED FLOW (I.E. CULVERT OUTLETS).

11. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL AS HE/SHE DEEMS NECESSARY.

12. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, TOOLS, EQUIPMENT AND LABOR AS NECESSARY TO INSTALL AND MAINTAIN ADEQUATE EROSION AND SILTATION CONTROLS REQUIRED TO PREVENT SOIL EROSION FROM LEAVING THE PROJECT SITE. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT METHODS UTILIZED ARE ADEQUATE AND COMPLY WITH REQUIREMENTS OF THE SPECIFICATIONS AND GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.

13. TEMPORARY SEDIMENT FENCE/STRAW BALES TO REMAIN UNTIL ADEQUATE VEGETATION IS ESTABLISHED.

14. MUD AND DEBRIS SHALL BE CLEANED UP AT THE CONCLUSION OF EACH WORKING DAY, OR AFTER EACH RAINFALL IF SILT IS PRESENT.

15. INSPECTION, MAINTENANCE AND REPAIR OF EROSION CONTROL DEVICES SHALL BE ON GOING THROUGHOUT THE LIFE OF BUILDING CONSTRUCTION TO KEEP THE DEVICES IN OPERABLE CONDITION AT ALL TIMES. ADDITIONAL MEASURES SHALL BE INSTALLED AS REQUIRED BY ACTUAL FIELD CONDITIONS AND/OR GOVERNING INSPECTION AGENCIES.

16. INSTALL CONSTRUCTION ENTRANCE AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING THE SITE AND AS SHOWN ON PLANS.

17. AT COMPLETION OF SITE GRADING AND OTHER RELATED CONSTRUCTION ACTIVITIES, ALL DISTURBED AREAS WITHIN THE PROJECT SITE SHALL BE SEEDED USING MULCH OR EQUIVALENT STABILIZING BMP, SODDED, OR LANDSCAPED AS SHOWN ON THE LANDSCAPE PLAN WITHIN 14 DAYS.

18. TOPSOIL IS TO BE PLACED IN AREAS UNSUITABLE FOR VEGETATIVE GROWTH.

19. STRIP TOPSOIL PRIOR TO EXCAVATION, STOCKPILE AND SPREAD ONTO DISKED SUBGRADE (4" MIN) A THICKNESS OF 4 INCHES.

20. ROCK LINING (RIPRAP) SHALL BE DURABLE STONE CONTAINING A COMBINED TOTAL OF NOT MORE THAN 10 PERCENT OF EARTH, SAND, SHALE AND NON-DURABLE ROCK. AT LEAST 60 PERCENT OF THE MASS SHALL BE OF PIECES HAVING A MINIMUM WEIGHT OF 150 POUNDS OR MORE PER CUBIC FOOT.

21. THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY FOR RESOLVING COMPLAINTS IN THE EVENT THAT COMPLAINTS OR DAMAGE CLAIMS ARE FILED DUE TO DAMAGES OCCURRING ADJACENT TO OR DOWNSTREAM FROM PROPERTY BY SEDIMENT RESULTING FROM EROSION ON THE PROJECT SITE.

22. GOOD HOUSEKEEPING PRACTICES SHALL BE MAINTAINED ON SITE TO KEEP SOLID WASTE FROM ENTRY INTO WATERS.

23. ALL FUELING FACILITIES PRESENT ON SITE SHALL ADHERE TO APPLICABLE FEDERAL AND STATE REQUIREMENTS CONCERNING UNDERGROUND STORAGE, ABOVE GROUND STORAGE AND DISPENSERS, INCLUDING SPILL PREVENTION, CONTROL AND COUNTER MEASURES.

24. EROSION CONTROL IS TO BE PLACED IN PHASING AS CONSTRUCTION PROGRESSES.

25. MINIMAL WASHING OF CONCRETE EQUIPMENT ALLOWED, CHUTE ETC. CONCRETE WASHOUT OF THE DRUM IS NOT ALLOWED. ANY PIT/WASHOUT AREA NEEDS TO BE MAINTAINED IN A NON-DISCHARGING MANNER AND ANY WASTE RESIDUE WILL NEED TO BE CLEANED OUT AND REMOVED AT THE END OF PROJECT.

26. EROSION CONTROL SEDIMENT FENCE TO BE INSTALLED 1'-0" BEHIND CURB & GUTTER UPON COMPLETION OF BACKFILL OF CURB IN ALL AREAS WHERE SLOPES FROM LOT DRAIN TOWARDS CURB. UPON COMPLETION OF FINAL GRADING THE TOES OF ALL EMBANKMENTS IN EXCESS OF TWO FEET IN HEIGHT WILL HAVE EROSION CONTROL SEDIMENT FENCE INSTALLED.

EROSION & PROPOSED IMPROVEMENTS LEGEND:

- 983 — EXISTING GROUND CONTOUR (1' INTERVALS)
- 983 — PROPOSED FINISHED GROUND CONTOUR (1' INTERVALS)
- SEDIMENTATION FENCE
- INLET PROTECTION

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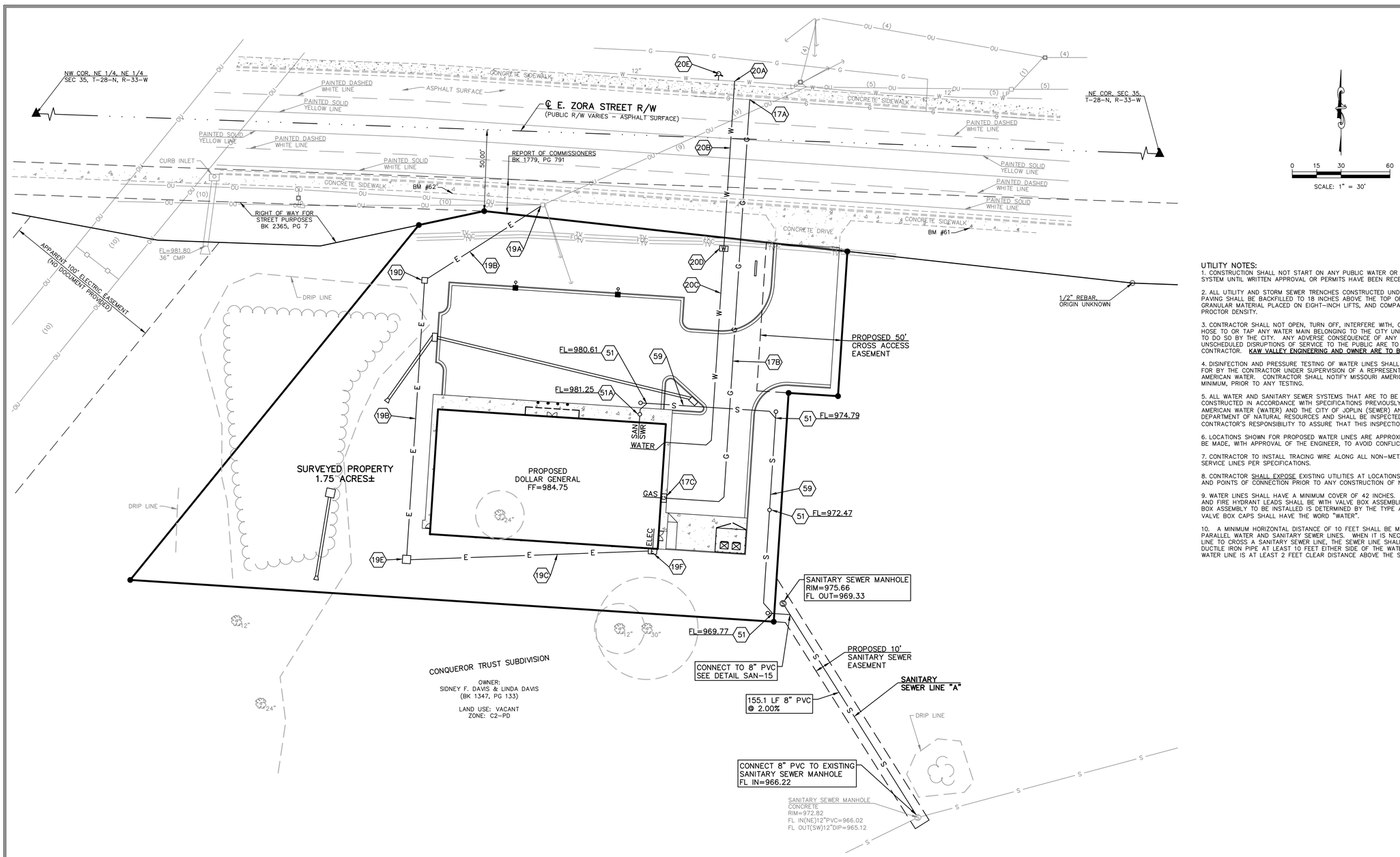
3-31-22

DATE:
MARCH 31, 2022

DRAWING TITLE
EROSION CONTROL PLAN

DRAWN BY – CHECKED BY
JP/LDO

SHEET NO.
C-5



NOTE:
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NOTES:

17A	POINT OF CONNECTION - GAS SERVICE
17B	GAS SERVICE (BY SPIRE ENERGY)
17C	GAS METER (BY SPIRE ENERGY)
19A	POINT OF CONNECTION - ELECTRIC SERVICE
19B	UNDERGROUND PRIMARY POWER (PER LIBERTY UTILITIES STANDARDS & SPECIFICATIONS)
19C	UNDERGROUND SECONDARY POWER (PER LIBERTY UTILITIES STANDARDS & SPECIFICATIONS)
19D	PRIMARY PEDESTAL (PER LIBERTY UTILITIES STANDARDS & SPECIFICATIONS)
19E	TRANSFORMER PAD (PER LIBERTY UTILITIES STANDARDS & SPECIFICATIONS)
19F	ELECTRIC METER (PER LIBERTY UTILITIES STANDARDS & SPECIFICATIONS)
20A	POINT OF CONNECTION - WATER SERVICE
20B	1" DOMESTIC WATER LINE (BY MISSOURI AMERICAN WATER)
20C	1 DOMESTIC WATER LINE (BY CONTRACTOR)
20D	WATER METER (BY MISSOURI AMERICAN WATER
20E	FIRE HYDRANT (BY MISSOURI AMERICAN WATER)
51	CLEAN-OUT
51A	2-WAY CLEAN-OUT
59	4" PVC SANITARY SEWER SERVICE LINE (MIN 1.0% SLOPE)

UTILITY NOTES:
1. CONSTRUCTION SHALL NOT START ON ANY PUBLIC WATER OR SANITARY SEWER SYSTEM UNTIL WRITTEN APPROVAL OR PERMITS HAVE BEEN RECEIVED FROM THE OWNER.

2. ALL UTILITY AND STORM SEWER TRENCHES CONSTRUCTED UNDER AREAS THAT RECEIVE PAVING SHALL BE BACKFILLED TO 18 INCHES ABOVE THE TOP OF THE PIPE WITH SELECT GRANULAR MATERIAL PLACED ON EIGHT-INCH LIFTS, AND COMPACTED TO 95% MODIFIED PROCTOR DENSITY.

3. CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCE OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE LIABILITY OF THE CONTRACTOR. **KAW VALLEY ENGINEERING AND OWNER ARE TO BE HELD HARMLESS.**

4. DISINFECTION AND PRESSURE TESTING OF WATER LINES SHALL BE PERFORMED AND PAID FOR BY THE CONTRACTOR UNDER SUPERVISION OF A REPRESENTATIVE FROM MISSOURI AMERICAN WATER. CONTRACTOR SHALL NOTIFY MISSOURI AMERICAN WATER 24 HOURS MINIMUM, PRIOR TO ANY TESTING.

5. ALL WATER AND SANITARY SEWER SYSTEMS THAT ARE TO BE PUBLIC LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS PREVIOUSLY APPROVED BY MISSOURI AMERICAN WATER (WATER) AND THE CITY OF JOPLIN (SEWER) AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND SHALL BE INSPECTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THIS INSPECTION OCCURS.

6. LOCATIONS SHOWN FOR PROPOSED WATER LINES ARE APPROXIMATE. VARIATIONS MAY BE MADE, WITH APPROVAL OF THE ENGINEER, TO AVOID CONFLICTS.

7. CONTRACTOR TO INSTALL TRACING WIRE ALONG ALL NON-METALLIC WATER MAINS AND SERVICE LINES PER SPECIFICATIONS.

8. CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF NEW UTILITIES.

9. WATER LINES SHALL HAVE A MINIMUM COVER OF 42 INCHES. ALL VALVES ON MAINS AND FIRE HYDRANT LEADS SHALL BE WITH VALVE BOX ASSEMBLIES. THE SIZE OF VALVE BOX ASSEMBLY TO BE INSTALLED IS DETERMINED BY THE TYPE AND SIZE OF VALVE. VALVE BOX CAPS SHALL HAVE THE WORD "WATER".

10. A MINIMUM HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SANITARY SEWER LINES. WHEN IT IS NECESSARY FOR ANY WATER LINE TO CROSS A SANITARY SEWER LINE, THE SEWER LINE SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE AT LEAST 10 FEET EITHER SIDE OF THE WATER LINE UNLESS THE WATER LINE IS AT LEAST 2 FEET CLEAR DISTANCE ABOVE THE SANITARY SEWER LINE.

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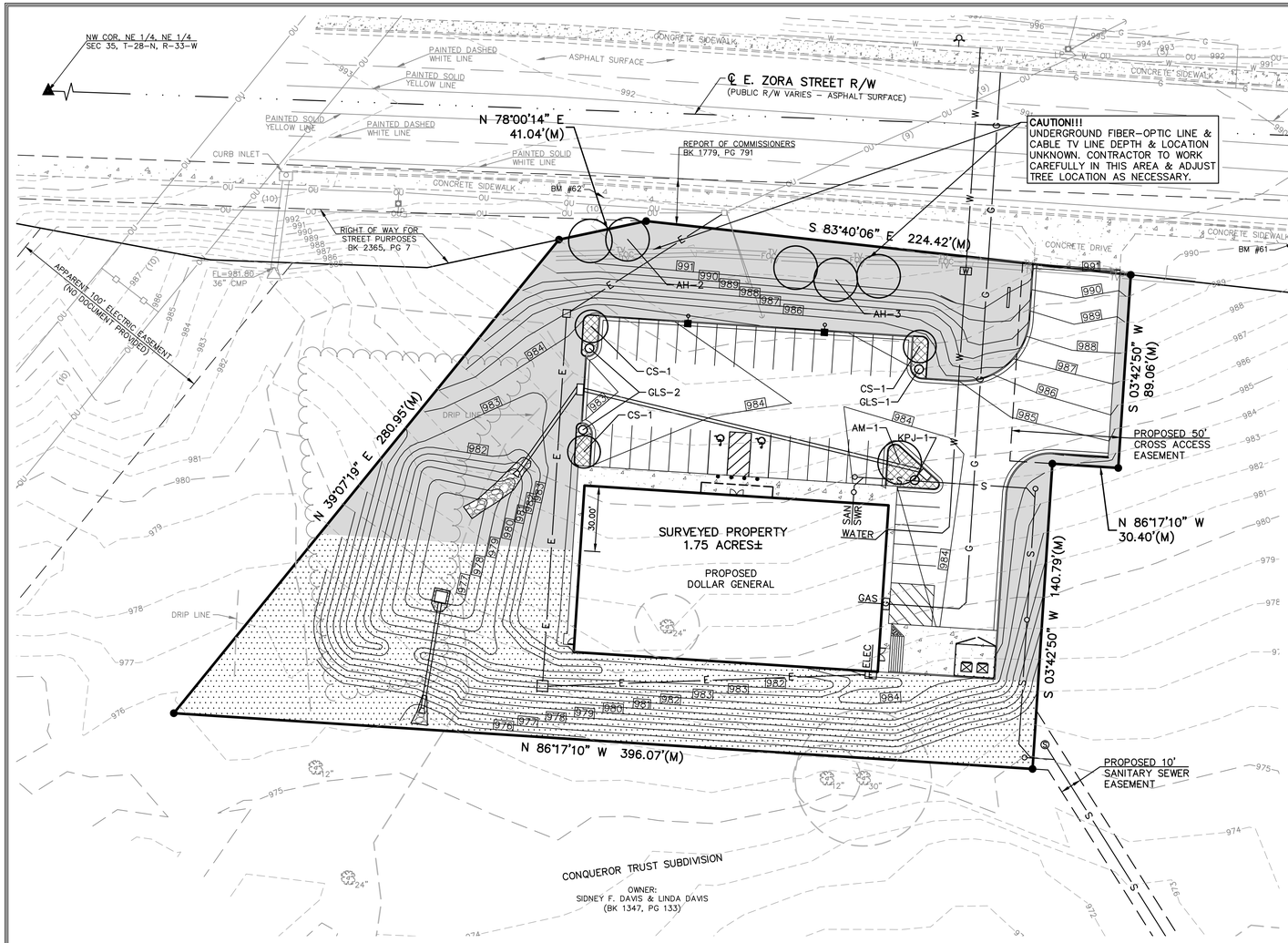
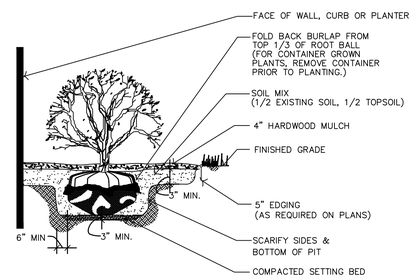
STATE OF MISSOURI
LEON D. OSBOURN
NUMBER E-21726
REGISTERED PROFESSIONAL ENGINEER
3/31/22

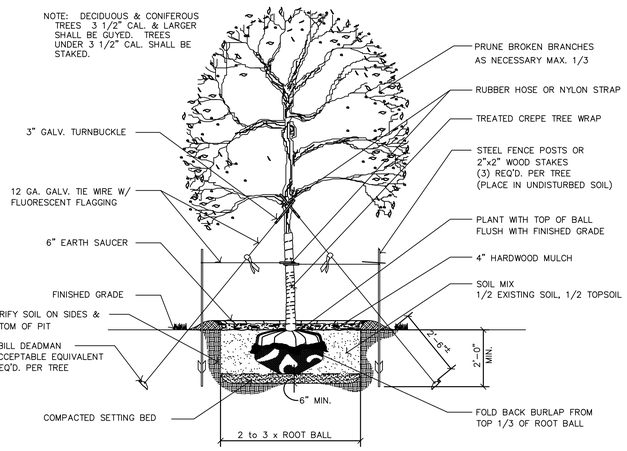
DATE:
MARCH 31, 2022
DRAWING TITLE
UTILITY PLAN
DRAWN BY - CHECKED BY
JP/LDO
SHEET NO.
C-6





SHRUB PLANTING DETAIL

1/4" = 1'-0"



TREE PLANTING DETAIL

1/4" = 1'-0"

PLANT SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	MATURE SPREAD	SIZE	COND.
STREET TREES							
AH	5	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	20'-30'	20'	2" CAL.	B & B
PARKING LOT TREES							
CS	3	AMELANCHIER LAEVIS	CUMULUS SERVICEBERRY	25'-30	10-15'	2" CAL.	B & B
AM	1	ACER TATARICUM	AMUR MAPLE	15'-20	15-20'	2" CAL.	B & B
PARKING LOT SHRUBS							
GLS	3	RHUS AROMATICA	GRO-LOW SUMAC	–	–	18"-24" HT.	5' GAL CONT.
KPJ	1	JUNIPERUS PFITZERIANA	KALLAY PFITZER JUMIPER	–	–	18"-24" HT.	5' GAL CONT.

CONTRACTOR TO REMOVE ALL EXISTING TREES AND VEGETATION ON SITE EXCEPT WHAT IS DESIGNATED "TO REMAIN".

LANDSCAPE GRADING NOTES:

1. CONTRACTOR TO GRADE ALL AREAS SHADED IN THE PLAN, INCLUDING ROW.
2. TOP SOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS. PROVIDE EROSION AND SEDIMENTATION CONTROLS AROUND STOCKPILES DURING CONSTRUCTION.
3. TILL SOIL TO A DEPTH OF 4" MINIMUM.
4. REMOVE ALL ROCKS LARGER THAN 1" MEASURED IN LARGEST DIRECTION.
5. GRADE ALL AREAS TO MAINTAIN POSITIVE SLOPE AWAY FROM BUILDING.
6. ALL GRADED AREAS TO RECEIVE SEED OR SOD, TOP SOIL, STRAW AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

LAWN SEEDING AND SODDING NOTES:

1. ALL LAWNS FROM FACE OF THE BUILDING AND ON THE SIDE WHERE THERE IS PARKING OR A STREET ARE REQUIRED TO BE FULLY SODDED. ALL OTHER LANDSCAPE AREAS TO RECEIVE SEED.
2. AREAS TO RECEIVE SEED OR SOD SHALL BE CLEAN OF DEBRIS AND FREE OF WEEDS.
3. SEED MIX TO BE DROUGHT TOLERANCE FESCUE OR REGIONAL SPECIFIC BLEND. ¼ TO ½ OF THE SEED MIXTURE TO BE ANNUAL RYE TO AIDE IN LIMITING EROSION OF PERENNIAL SEED DURING GERMINATION.
4. STRAW SHALL BE THRESHED STRAW OF HAY, OATS, WHEAT, BARLEY, OR RYE. SPREAD AT A RATE OF 2 1/2 TONS PER ACRE. STRAW, NETTING, AND OTHER ANTI-EROSION MATERIALS TO BE REMOVED AFTER ESTABLISHED LAWN.
5. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER SEEDING. WATER REGULARLY TO KEEP LAWN AREAS MOIST TO MAXIMIZE GERMINATION AND MAINTAIN OPTIMUM GROWTH AND SURVIVAL TO ACHIEVE AN ACCEPTABLE STAND OF ESTABLISHED LAWN PRIOR TO THE STORE POSSESSION DATE, FREE OF ERODED OR BARE AREAS.

LANDSCAPE NOTES:

1. PROVISIONS FOR LOCAL AND/OR REGIONAL REQUIREMENTS ARE NOT SHOWN ON THESE DRAWINGS. DEVELOPER SHALL PROVIDE LANDSCAPING IN ACCORDANCE WITH JURISDICTION REQUIREMENTS.
2. ALL SOIL USED FOR PLANTING SHALL CONSIST OF REGIONALLY APPROPRIATE SOILS.
3. ALL PLANTING BEDS SHALL HAVE A MINIMUM 3" DEPTH OF MULCH, WITH EDGING AS REQUIRED.
4. ALL TREES LOCATED IN SOD AREAS SHALL HAVE A MULCH RING AROUND THEM WITH EDGING AS REQUIRED.
5. ALL PLANTINGS SHALL BE THOROUGHLY WATERED BY THE LANDSCAPE CONTRACTOR AT THE TIME OF THE PLANTINGS.
6. PRIOR TO FINAL ACCEPTANCE OF STORE BY DOLLAR GENERAL, THE SITE SHALL BE CLEAN OF ALL DEBRIS AND TRASH, AND MEET ALL REQUIREMENTS OUTLINED IN THE SECTIONS ABOVE.
7. MAXIMUM SLOPE CUTS SHALL NOT EXCEED 4:1. ALL DISTURBED GRADES GREATER THAN 8:1 SHALL BE STABILIZED BY SODDING. SODDING PINS ARE TO BE USED ON ALL 4:1 GRADES.
8. VEGETATION AT ENTRY SHOULD BE LOW TO ENSURE VISIBILITY OF STORE.
9. IF TREES ARE REQUIRED IN FRONT OF BUILDING, SELECT SMALL LEAFED, NON DENSE SPECIES THAT WILL NOT INTERFERE WITH THE VISIBILITY OF STORE. THE SPACING SHALL CREATE VISUAL CORRIDORS TO STORE AND PYLON OR MONUMENT SIGN.

IRRIGATION NOTES:

1. ALL LANDSCAPE AREAS AND LAWNS ADJACENT TO PAVED AREAS AND/OR STREETS ARE TO BE FULLY IRRIGATED.
2. IRRIGATION SYSTEM TO INCLUDE ALL SPRAY HEADS, VALVES AND CONTROLLERS.
3. A SEPARATE METER AND BACKFLOW PREVENTER WILL BE REQUIRED.
4. LOCATE HEADS A MINIMUM OF 2'-0" FROM EDGE OF PAVEMENT / CURB.
5. LOCATE RAINBIRD CONTROL PANEL IN RECEIVING AREA NEXT TO ELECTRICAL PANELS.

LANDSCAPE CALCULATIONS:

STREET TREES:
1 TREE PER 50' STREET ROW FRONTAGE = 5 TREES REQUIRED
(265/50=5.3)

PARKING LOT TREES:
1 TREE PER 20 PARKING SPACES = 2 TREES REQUIRED
(35/20=1.75)

LANDSCAPE ISLANDS:
THERE SHALL BE AN ISLAND W/ AMINIMUM LANDSCAPE WIDTH OF 7 FEET AND A MINIMUM AREA OF 100 SQUARE FEET, PLACED AT THE END OF A SINGLE ROW OF PARKING, CONTAINING AT LEAST ONE DECIDUOUS TREE. THE ISLAND SHALL CONTAIN A MINIMUM OF ONE DECIDUOUS TREE AND ONE SHRUB AND INCLUDE GRASS, OR GROUND COVER EXCEPT FOR THOSE AREAS THAT ARE MULCHED.

4 TREES REQUIRED
4 SHRUBS REQUIRED

LANDSCAPE MAINTENANCE:

1. THE OWNER SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING SPRAYING, MULCHING, FERTILIZING, MOWING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN AFTER FINAL ACCEPTANCE.
3. THE OWNER SHALL LIMIT AMOUNT OF PRUNING TO MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. PRUNE IN SUCH A MANNER AS NOT TO CHANGE NATURAL HABIT OR SHAPE OF PLANT MAKE CUTS FLUSH, LEAVING NO STUBS. CENTRAL LEADERS SHALL NOT BE REMOVED.
4. TREE STAKES, GUYS, AND ALL DEAD WOOD ON TREES AND SHRUBS SHALL BE REMOVED ONE YEAR AFTER PROVISIONAL ACCEPTANCE.

LEGEND
SOD
SEED
MULCH

0 15 30 60
SCALE: 1" = 30'

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DRAWING TITLE
LANDSCAPE PLAN

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SHEET NO.
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DOLLAR GENERAL®

ZORA STREET & ST. LOUIS AVENUE
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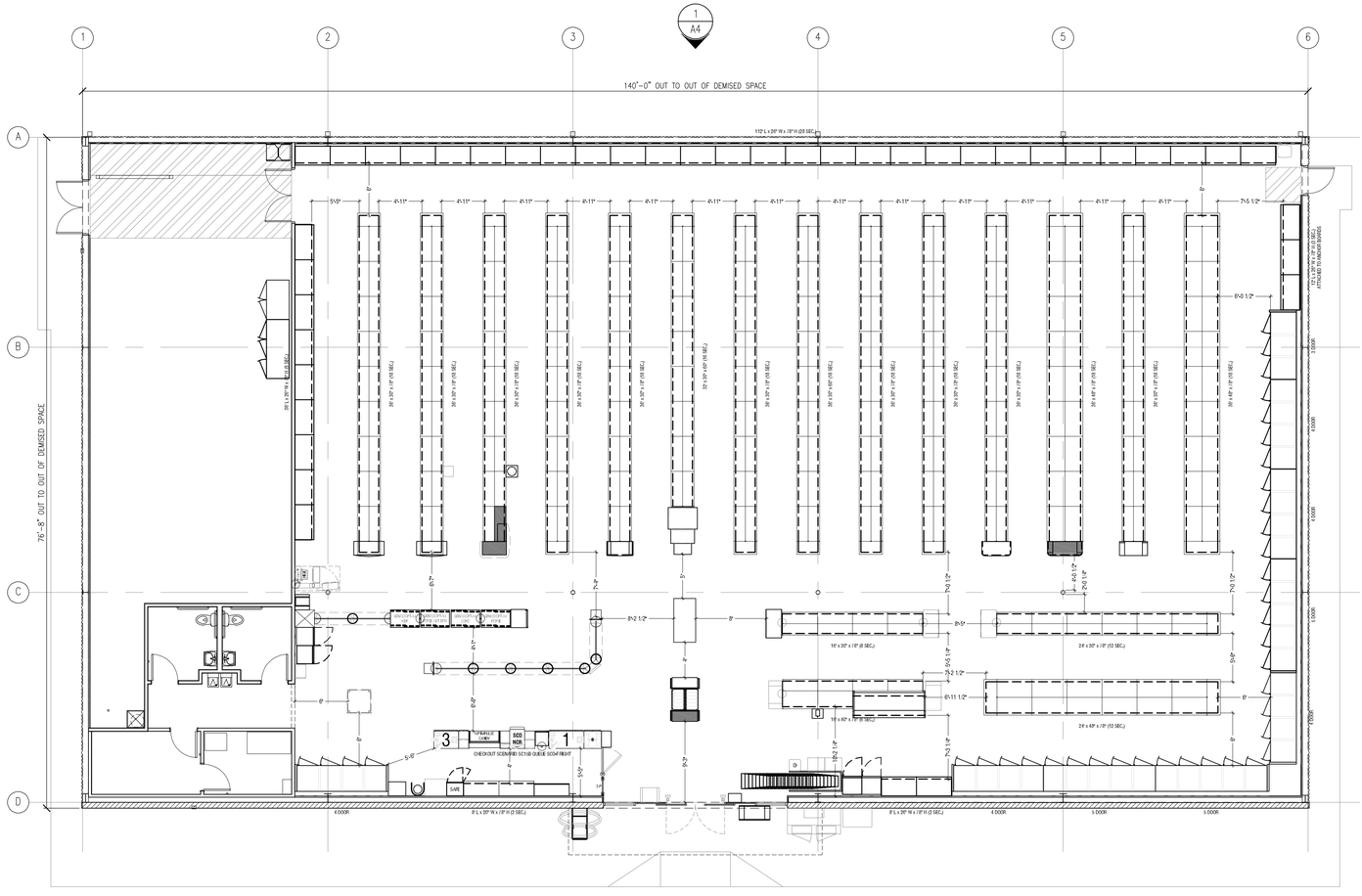

1 A1 FLOOR/FIXTURE PLAN

SCALE: NOT TO SCALE

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NEW ONE STORY
RETAIL BUILDING

DOLLAR GENERAL 10,640 SF PROTOTYPE 'C PLUS'
ZORA STREET & ST. LOUIS AVENUE
JOPLIN, MISSOURI 64801

ISSUE FOR

NO.	DESCRIPTION	DATE
1.	DESIGN APPROVAL	03/15/2022

SHEET TITLE

FLOOR/FIXTURE PLAN

SHEET NO.

A1

C+A JOB NO. 5485-01

CMU: 42.54%
GLAZING: 7.49%
METAL: 49.97%

BUILDING FACADE MATERIALS



METAL FASCIA BRONZE



KILM BEIGE SPLIT FACE CMU



1 / A2 E. ZORA ST. - NORTH

SCALE: NOT TO SCALE

c h a d h a + associates
architecture + interiors + design

200 WEST MONROE STREET SUITE 2070 CHICAGO ILLINOIS 60606
T 312 332 2062 | www.nwsarchitects.com | F 312 332 9894

CG BUCHALTER, LLC
361 SUMMIT BLVD., SUITE 110
BIRMINGHAM, AL 35243
PHONE: (205) 263-4584

DOLLAR GENERAL

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ISSUE FOR

NO.	DESCRIPTION	DATE
1.	DESIGN APPROVAL	03/15/2022

SHEET TITLE

E. ZORA ST - NORTH

SHEET NO.

A2

C+A JOB NO. 5485-01

BUILDING FACADE MATERIALS



METAL PANEL
SANDSTONE



1 / A3 RIGHT SIDE - WEST
SCALE: NOT TO SCALE

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architecture + interiors + design

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ISSUE FOR

NO.	DESCRIPTION	DATE
1.	DESIGN APPROVAL	03/15/2022

SHEET TITLE

RIGHT SIDE - WEST

SHEET NO.

A3

C+A JOB NO. 5485-01

BUILDING FACADE MATERIALS



METAL PANEL
SANDSTONE



1 / A4 REAR - SOUTH
SCALE: NOT TO SCALE

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JOPLIN, MISSOURI 64801

ISSUE FOR

NO.	DESCRIPTION	DATE
1.	DESIGN APPROVAL	03/15/2022

SHEET TITLE

REAR - SOUTH

SHEET NO.

A4

C+A JOB NO. 5485-01

BUILDING FACADE MATERIALS



METAL PANEL
SANDSTONE



1 / A5 DELIVERY SIDE - EAST
SCALE: NOT TO SCALE

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architecture + interiors + design

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DOLLAR GENERAL 10,640 SF PROTOTYPE 'C PLUS'
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JOPLIN, MISSOURI 64801

ISSUE FOR

NO.	DESCRIPTION	DATE
1.	DESIGN APPROVAL	03/15/2022

SHEET TITLE

DELIVERY SIDE - EAST

SHEET NO.

A5

C+A JOB NO. 5485-01

BUILDING FACADE MATERIALS



METAL PANEL
SANDSTONE



METAL FASCIA BRONZE



KILM BEIGE SPLIT FACE
CMU



1 / A6 PERSPECTIVE VIEW
SCALE: NOT TO SCALE

c h a d h a + associates
architecture + interiors + design

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DOLLAR GENERAL

NEW ONE STORY
RETAIL BUILDING

DOLLAR GENERAL 10,640 SF PROTOTYPE 'C PLUS'
ZORA STREET & ST. LOUIS AVENUE
JOPLIN, MISSOURI 64801

ISSUE FOR

NO.	DESCRIPTION	DATE
1.	DESIGN APPROVAL	03/15/2022

SHEET TITLE

PERSPECTIVE VIEW

SHEET NO.

A6

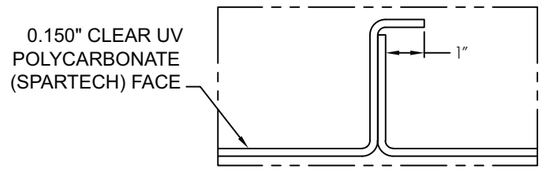
C+A JOB NO. 5485-01

LED ILLUMINATION

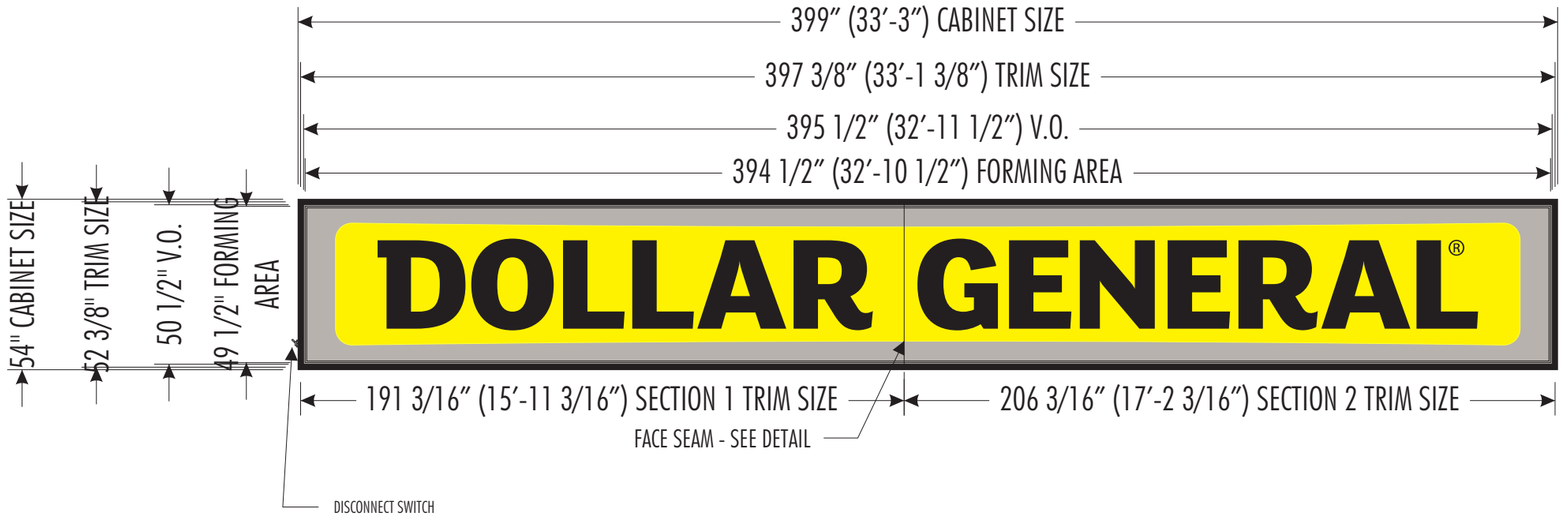
REQUIRED INFO: METHOD OF SERVICE IS TBD BY ENGINEERING, 120V,
& ELECTRICAL RUN LOCATION IS THROUGH THE BACK OF THE SIGN

DOLLAR GENERAL®

ILLUMINATION VIEW

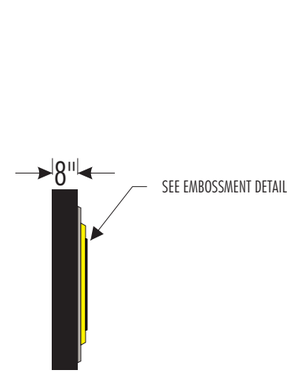


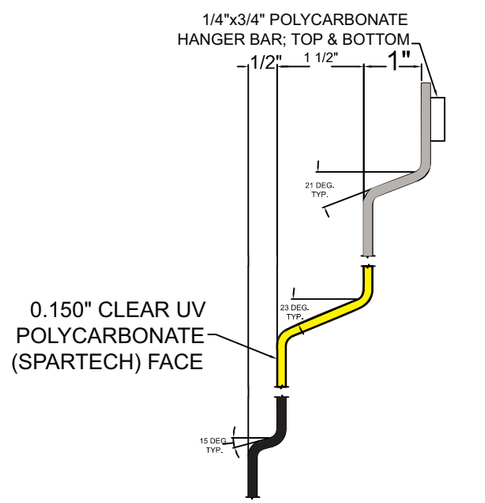
SECTION @ FACE SEAM





EMBOSSMENT DETAIL 2





EMBOSSMENT DETAIL

APPROVAL SIGNATURE _____ DATE _____

By signing, you are validating the dimensions and graphic provided to SignResource and/or you are handling your own installation.

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REVISION HISTORY:

REV	DATE	REQUESTED BY	UPDATED BY
A	05/14/20	BA	BS

REVISION DESCRIPTION: INITIAL DRAWING RELEASE

PARTS LIST:

ITEM	DECORATION
A	SPRAYLAT C8-2633 OR EQUIVALENT
B	SPRAYLAT BLACK OR EQUIVALENT
C	MATCH PMS COOL GRAY 5
D	
E	
F	

	MATERIAL LIST
1	PLASTIC
2	ALUMINUM
3	
4	
5	

SECOND SURFACE DECORATION

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

GENERAL NOTES

1. TOLERANCE (UNLESS NOTED)
   - GRAPHICS +/-1/8" • FACE SIZE + 1/16"-¼"
   - CABINET +/- 1/8" • VINYL OVERLAP + 1/8"+/ 1/16"
   - ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
3. PMS COLOR CALLOUT INDICATES USE OF SPRAYLAT MIX SYSTEM
4. NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ECN.
5. ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

DESCRIPTION
5' X 33'
SF LED IL WALL SIGN
(140 MPH WINDLOAD)

VOLTAGE:	CIRCUIT:	CURRENT:	DESIGN LOAD:

DRAWN BY: BRIAN S. CHECKED BY:

CLIENT: DOLLAR GENERAL

LOCATION: VARIOUS

QUOTE: VARIOUS DATE: 05/14/20

DRAWING/PART #	REV.	SHEET #
DG0533W02-LED	A	1 OF 1

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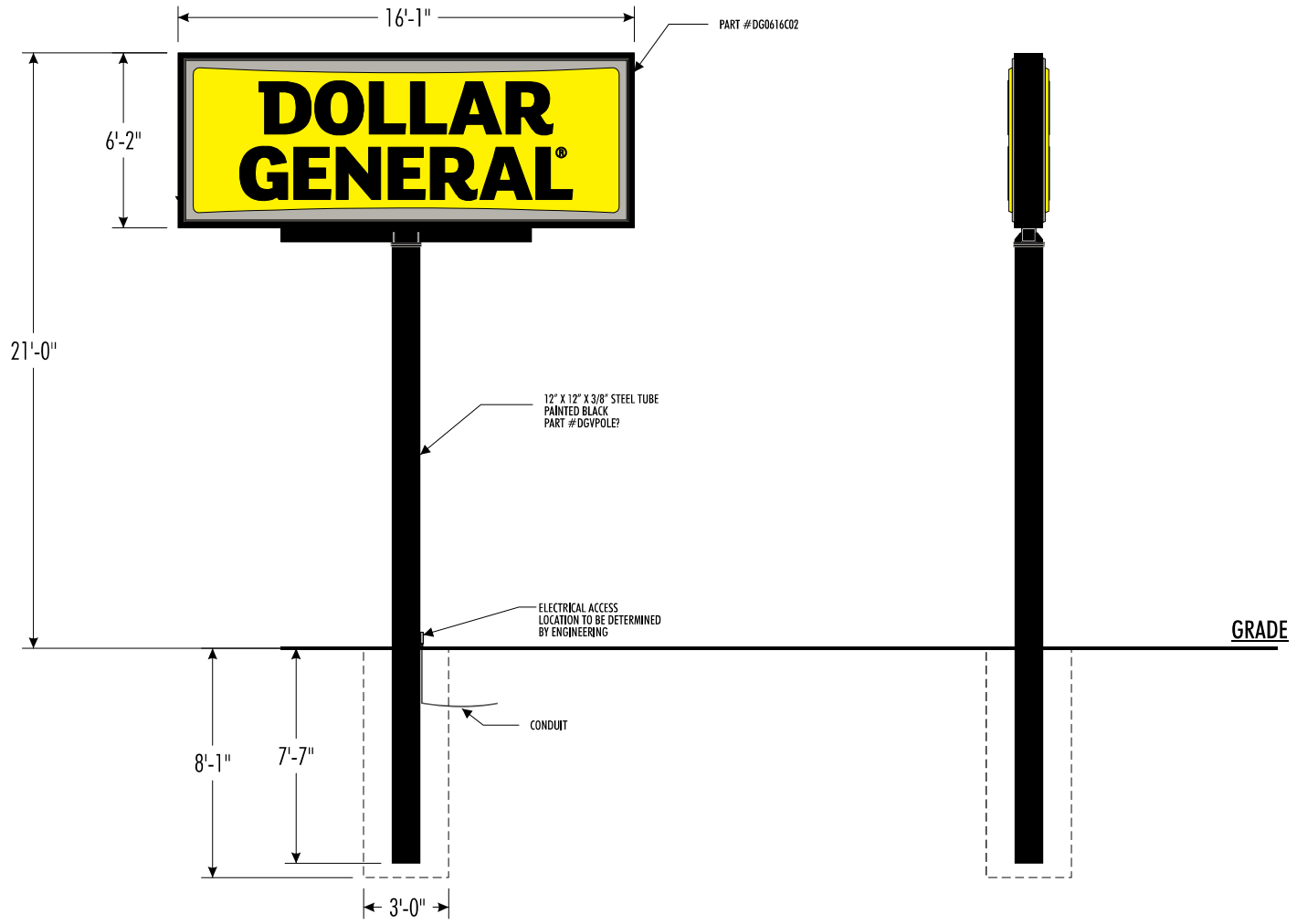

AS INSTALLED VIEW

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REVISION HISTORY:

REV	DATE:	REQUESTED BY	UPDATED BY
A	02/09/22	JP	BS
REVISION DESCRIPTION: INITIAL DRAWING RELEASE			
B	02/22/22	JP	BS
REVISION DESCRIPTION: UPDATED TO MATCH SED			

PARTS LIST:

ITEM	DECORATION
A	SPRAYLAT C8-2633 OR EQUIVALENT
B	SPRAYLAT BLACK OR EQUIVALENT
C	MATCH PMS COOL GRAY 5 OR EQUIVALENT
D	METAL PAINT BLACK POLYURETHANE (SEMI-GLOSS) OR EQUIVALENT
E	BRUSHED ALUMINUM: SPRAYLAT FM-T71 OR EQUIVALENT
F	
	MATERIAL LIST
1	
2	
3	
4	
5	

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GENERAL NOTES

1. TOLERANCE (UNLESS NOTED)
   - GRAPHICS +/-1/8" • FACE SIZE + 1/16"-¼"
   - CABINET +/- 1/8" • VINYL OVERLAP + 1/8" +/ 1/16"
   - ALL COPY LEVEL UNLESS NOTED OTHERWISE
2. VIEWING DISTANCE 25' TO 50' UNLESS NOTED OTHERWISE
3. PMS COLOR CALLOUT INDICATES USE OF SPRAYLAT MIX SYSTEM
4. NO DEVIATION OR MATERIAL SUBSTITUTION WITHOUT ECN.
5. ALL ELECTRICAL SIGNS TO COMPLY WITH UL 48

DESCRIPTION
DOLLAR GENERAL
AS INSTALLED VIEW
(115 MPH WINDLOAD)

VOLTAGE:	CIRCUIT:	CURRENT:	DESIGN LOAD:

DRAWN BY: BRIAN S. CHECKED BY:

CLIENT: DOLLAR GENERAL

LOCATION: MASON CITY, IA

QUOTE: SO# 305690 DATE: 02/09/22

DRAWING/PART #: REV: B SHEET #: 1 OF 1

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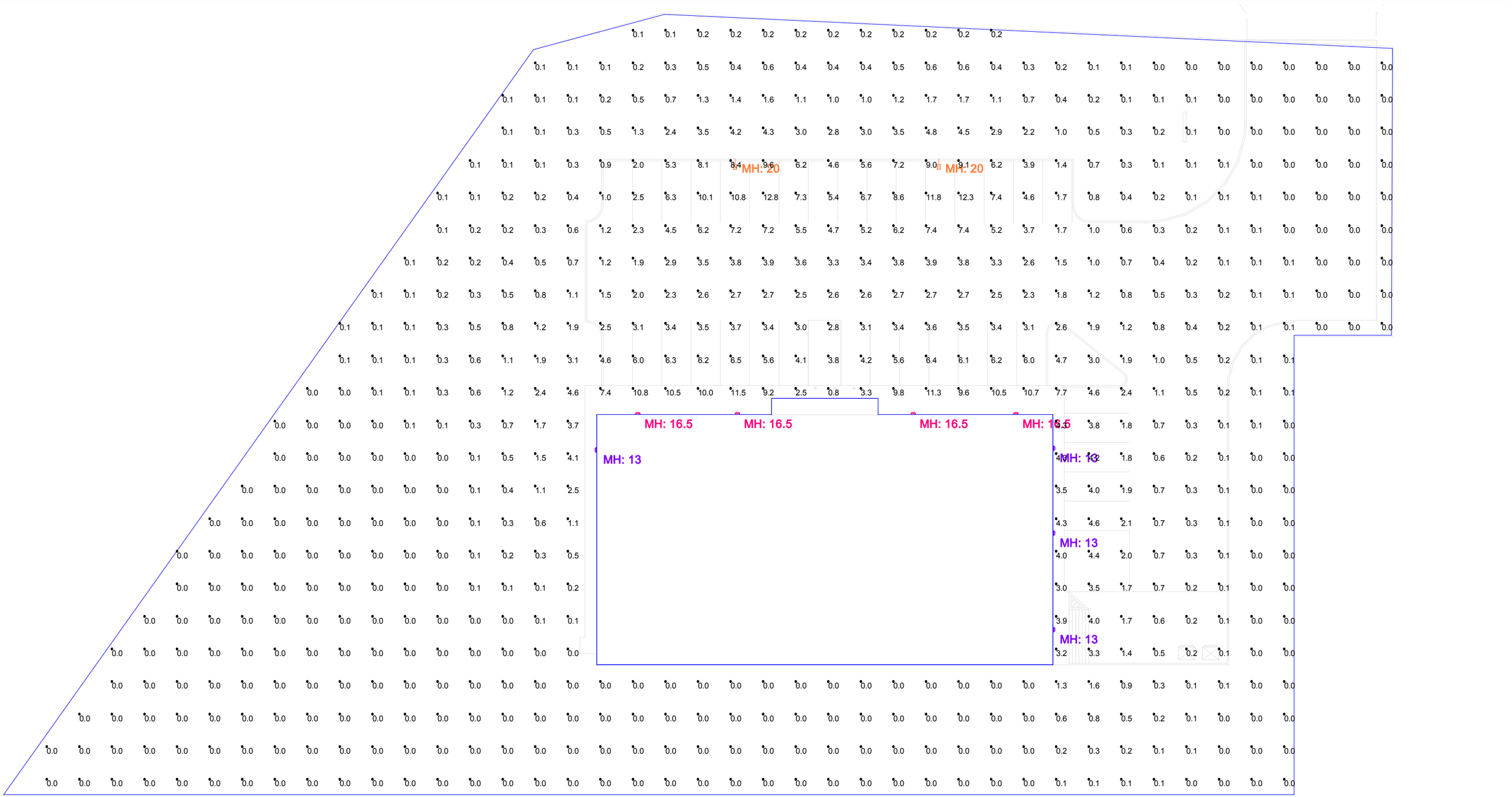

Layout designs are based on information provided by the client and are only to be used as USLED recommendations for luminaire placement. Determination of luminaire application within existing or new field conditions is the responsibility of the engineer and/or architect.
The illumination level calculations within this layout are of those luminaires that have been laboratory tested under controlled conditions in accordance with Illuminating Engineering Society standard practices. Performance of any USLED luminaire may vary based on any varying field conditions. Unless otherwise noted, calculations do not include landscaping, buildings, curbs, or any other architectural elements which may alter the results.

DG #24333 - Joplin MO (E).AGI
Date:3/17/2022
Project Name: 10640 SF C
Prepared For: Dollar General

Completed By: SH

6807 Portwest Drive
Houston, TX 77024

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713.972.9191
713.972.9393 FAX

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info@usled.com

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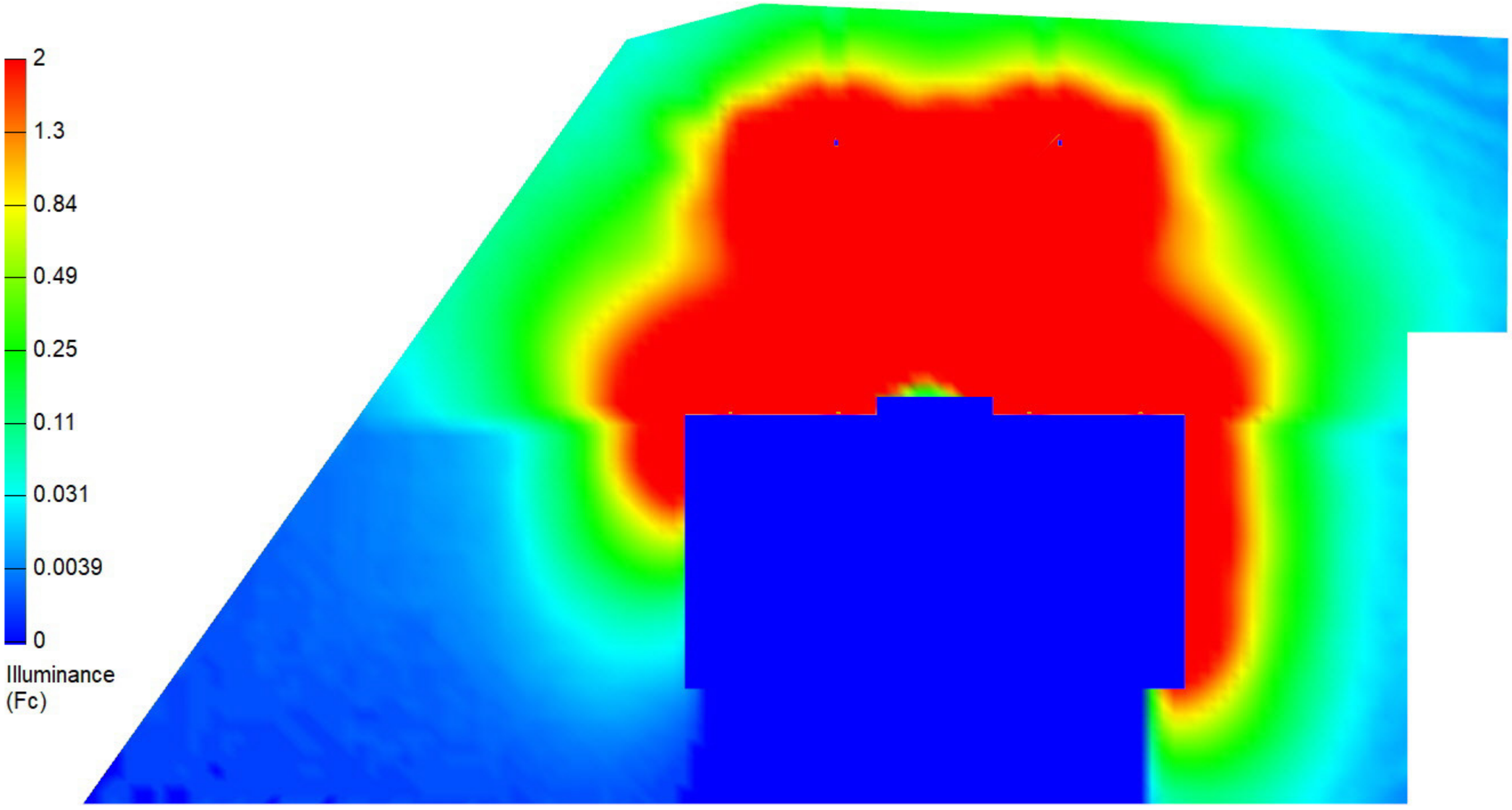
Luminaire Schedule									
Symbol	**Qty**	**Label**	**Description**	**Arrangement**	**LLF**	**Lum. Watts**	**Total Watts**	**Lum. Lumens**	**MH**
	4	WPR3-UNVL-100-4-50-BZ	Wall Pack | 100W | 14007 Lumens | 5000K | Bronze	SINGLE	0.963	104.5	418	14005	17.333'
	2	QDXLR-150-50-UNVL-1-3-N-Z5	Pole Single - Dorado XLR | 19115lm | 148W | 120-277V | 5000K | 3M Lens	SINGLE	0.963	148.6	297.2	20790	
	4	WPR3-UNVL-30-4-50-BZ	Wall Pack | 37.1W | 4701 Lumens | 5000K | Bronze	SINGLE	0.963	30	120	4616	

Calculation Summary @ GRADE - Calculation Points = 10'x10'						
Label	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**
Ground 1_Planar	Fc	1.31	12.8	0.0	N.A.	N.A.



Layout designs are based on information provided by the client and are only to be used as USLED recommendations for luminaire placement. Determination of luminaire application within existing or new field conditions is the responsibility of the engineer and/or architect.
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Extended Dry Detention Basin Maintenance

8.10.6 Maintenance and Inspections

Extended dry detention basins (EDDB) provide stormwater volume control and may integrate water quality treatment through the use of deep-rooted native plantings. Native vegetation installed at least to the water quality event (WQv) storage elevation provides optimal function for the basin. The use of native vegetation also greatly improves stormwater infiltration into the soil, removes nutrients and trash from the contributing drainage area, and does not require the fertilizer or herbicides of turf-type plantings. Native vegetation provides exceptional erosion control and stabilization for EDDBs, but also needs intensive initial establishment activities and routine long-term maintenance to

achieve optimal performance. Additionally, the flood control benefits of EDDBs are vulnerable to structural compromise by woody vegetation encroachment and animal burrowing that can cause leaks and dam failure.

Primary maintenance in EDDBs is related to maintaining dry conditions, repairing erosion, and managing vegetation. EDDB structures handle sporadic, intense runoff events, and are vulnerable to erosion on the side slopes and the flow line of the basin. Preserving design elevations through routine maintenance to forebays, swales, other pretreatment structures, and the contributing drainage area is critical to avoiding costly dredging. The side slopes shall conform as closely as possible to regraded or natural land contours, and shall not exceed 4:1 (H:V). Slopes showing excessive erosion may require erosion control and safety measures (Kansas City Metropolitan Chapter of the American Public Works Administration, 2006).

Routine inspection to ensure outlets are functioning properly prevents standing water issues. If a v-notch weir or orifice plate is used to control flow, weekly inspections may be required to ensure the opening is clear of vegetation, trash, or other debris. Blocked outlet structures create standing water that can kill desired vegetation, encourage undesirable weed growth, and damage trash racks or other outlet structures. Inspect for evidence of muskrats, beavers, and other animals that can severely degrade the function of the basin. Additionally, routine inspection of the outfall of the basin into a stream or subsequent stormwater facility to identify erosion and prevent any head-cutting will avoid degradation and costly repair to the basin.

Dense, well-established stands of desirable native vegetation in an EDDB can preclude weed infestation by occupying the root space and canopy sunlight. A combination of grasses and flowers reduces peak flows and provides year long visual interest, so maintenance activities must be targeted to foster continuity in this diversity over time. This can be established through regular flail-type mowing, removal of undesirable species, and spot treatment of noxious or woody vegetation. String trimming to prevent disturbance from mowing equipment on saturated soils is strongly recommended. Prescribed burning is an efficient and effective tool for managing native vegetation in EDDBs; however, if that option is not available, annual mowing may be followed up with tilling of small, select areas for overseeding with flowers, as grasses will come to dominate the seeding over time in the absence of prescribed burning. A diverse mix of native vegetation can provide valuable habitat for birds, and maintenance activities may be scheduled around primary nesting seasons.

TABLE 8.12 Extended Dry Detention Basin Typical Maintenance Activities		
Activity		Frequency
Establishment *(1-3yrs)*		
	Watering plants *(seeded areas up to 8 weeks, plugs in drought)*	1" per week as needed
	Weed control *(flail mow, string-trim, selective/preemerg herbicides)*	Monthly
	Remove litter and debris *(trash, leaves, sand, mower discharge)*	Monthly
	Monitor & repair erosion *(stabilize soil, replace plants, secure edging)*	Monthly
	Check for standing water *(longer than design, any puddles, saturated soil)*	Monthly
	Add mulch *(moisture & weed control with plugs/containers, 3" or less)*	Annually
	Inspect drainage area *(parking lot sweeping, open dumpsters, etc)*	Annually
	Replace dead plants *(use design species/size: overseed, install deep cell plugs)*	Annually, as needed
Maintenance *(3+yrs, establishment activities may carry over, as needed)*		
	Vegetation cleanup *(spot treat, prescribed burn, prune)*	Annually, spring or fall
	Evaluate plant composition *(woody invasion, grass/flower ratio, "right plant right place")*	Annually
	Sediment removal, erosion control *(pretreatment structures: forebay, check dams)*	Annually
	Address animal damage *(beaver dams, muskrat burrows, deer rubs)*	Annually
	Verify structural component function *(v-notch weir, check dams, outlet protection)*	Annually
Extended Dry Detention Basin		
	String trim vegetation to minimize disturbance	Annually
	Inspect for erosion in flow lines and slopes	Annually

Typical maintenance activities are outlined to provide a basis for scheduling and planning work but should not be considered wholly comprehensive or definitive. Activities and frequencies will vary depending on site conditions and expectations related to adjacent land use. Some activities shown may continue through the establishment and maintenance phases. It's important to use adaptive management based on the goals of the practice and to integrate evaluation and assessment into a long-term maintenance plan.

8.10.6.1 Sediment Removal

Some sediment may contain contaminants of which the Kansas Department of Health and Environment (KDHE) or Missouri Department of Natural Resources (MDNR) requires special disposal procedures. If there is any uncertainty about what the sediment contains or it is known to contain contaminants, then KDHE or MDNR should be consulted and their disposal recommendations followed. Sampling and testing shall be performed on sediments accumulated in facilities serving industrial, manufacturing or heavy commercial sites, fueling centers or automotive maintenance areas, large parking areas, or other areas where pollutants (other than "clean" soil) are suspected to accumulate and be conveyed via stormwater runoff (Metropolitan Nashville – Davidson County, 2000).

Some sediment collected may be innocuous (free of pollutants other than "clean" soil) and can be used as fill material, cover, or land spreading. It is important that this material not be placed in a way that will promote or allow resuspension in stormwater runoff. The sediment shall not be placed within the high water level area of the EDDB, other BMP, creek, waterway, buffer, runoff conveyance device, or other infrastructure. Some demolition or sanitary landfill operators will allow the sediment to be disposed at their facility for use as cover. This generally requires that the sediment be tested to ensure that it is innocuous (Metropolitan Nashville – Davidson County, 2000).

- Remove sediment when accumulation reaches 6 inches, or if resuspension is observed or probable. Sediment may be permitted to accumulate deeper than 6 inches if there is a permanent marker indicating the depth where sediment needs to be removed and that mark has not been met (Metropolitan Nashville – Davidson County, 2000).
- Remove sediments if they are within 18 inches of an orifice plate (Metropolitan Nashville – Davidson County, 2000).

JOPLIN CITY COUNCIL
JUNE 6, 2022
MEETING MINUTES

CALL TO ORDER

The June 6, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the Mr. Phil Stinnett.

ROLL CALL

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

Motion by Dr. Farnham, second by Mr. Copple to excuse the absence of Kate Spencer. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Joplin Public Library is hosting an Anniversary Celebration and invites everyone to join them as they celebrate two major milestones – 120 Years of Service to the Joplin community & 5 Years in their new facility on 20th Street!

The Anniversary event is Sunday, June 12 from 2 to 4 p.m. A formal welcome will take place at 2 pm, then following this, guests will be encouraged to take part in activities throughout the Library during this come-and-go format. There will be live music and refreshments for everyone to enjoy, and all ages are welcome to the free event.

Big BAM (Bicycle Across Missouri) is partnering with Joplin for the June ride that will begin from Landreth Park next week.

The Big BAM Ride is a 6-day cycling event across Missouri that will follow historic Route 66 from Joplin to Eureka, MO. Cyclists will depart Joplin's Landreth Park the morning of Monday, June 13th, and ride across the state finishing on June 18th.

The public is invited to Joplin's Landreth Park on Sunday, June 12th to welcome the cyclist to Joplin. Ceremonies to kick off this year's ride will begin at 6:30 p.m. from

Landreth Park amphitheater stage. The singing of the National Anthem, our Mayor's Welcome, and Rider Day 1 safety announcements will take place, followed by a public concert by THE SMITH BROTHERS.

Participants of the BIG BAM Ride will camp overnight in Landreth Park Sunday, then depart Monday morning between 5:30 and 10:00 a.m. We encourage all drivers in the Landreth Park area to be aware and watchful of riders departing at first light until 10 a.m. Cyclists will travel along Broadway Avenue and North St. Louis as they begin their journey

Joplin's Visitors Bureau is organizing this welcome and send-off event. The sponsor of the Big Bam, Ride is Missouri *Life* Magazine.

The Missouri Department of Transportation is seeking public input about a project for improvements along Missouri Route 66, - which is 7th Street here in Joplin. MoDOT wants to hear comments about this roadway between Schifferdecker Avenue to Range Line Road in Joplin.

MoDOT is hosting an online public meeting starting Sunday, June 12 through Sunday, June 26.The meeting can be accessed on their website at MoDOT.org/ missouri-route-66-traffic-safety-improvements the website is listed on the slide. Those unable to access the online meeting are encouraged to contact

MoDOT's Southwest District Office at 417-895-7600 and accommodations will be made to share the information as their staff gathers feedback.

MoDOT is in the early stages of developing this improvement project and is seeking comments from citizens about the most pressing needs of this corridor including:

- Pavement improvements
- Safety and traffic flow improvements, as well as
- Sidewalk improvements

Work is tentatively scheduled for 2024 and 2025.

CITIZEN REQUESTS AND PETITIONS

Margey Upson requested to speak on Unfinished Business
Matt Lenhart requested to speak on freedoms, police
Frank Thompson requested to speak on do it right the first time
Brian Evans requested to speak on fiscal responsibility to the Joplin taxpayers and the importance of transparency

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR RESOLUTION NO. 2022-269
Mayor Lawson opened the Public Hearing.

Dick Rusman spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-269
Mr. Stinnett introduced Council Bill No. 2022-269 - 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 (Non-retail Commercial) and including in District C-3 (Commercial) property as described below and located at 309 W. 20th St., City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2022-269 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Bill was read as Council Bill No. 2022-269.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-270
Mayor Lawson opened the Public Hearing.

Ruth Devor Manis spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-270
Mr. Cortez introduced Council Bill No. 2022-270 - 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-3 (Commercial) and including in District R-3 (Apartment House) property as described below and located at 7415 E 32nd St., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Shaw that Council Bill No. 2022-270 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Abstained: Farnham, 1. Absent: Spencer, 1. The Bill was read as Council Bill No. 2022-270.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-271
Mayor Lawson opened the Public Hearing.

Ryan Flannigan spoke in favor of this item.
No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-271
Mr. Copple introduced Council Bill No. 2022-271 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 3101 N. Range Line Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2022-271 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Bill was read as Council Bill No. 2022-271.

PUBLIC HEARING FOR CASE 034-22
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Case 034-22: Excess Property 909 Broadway St. – A request to declare property surplus – City of Joplin. Motion by Mr. Cortez, second by Mr. Shaw that Case 034-22 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

PUBLIC HEARING FOR CASE 035-22
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Case 035-22: Excess Property 129 N. Maple Ave. – A request to declare property surplus – City of Joplin. Motion by Mr. Cortez, second by Mr. DeTar that Case 035-22 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

PUBLIC HEARING FOR CASE 036-22
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Case 036-22: Excess Property- 304 N. Cox Ave. – A request to declare property surplus – City of Joplin. Motion by Mr. Cortez, second by Mr. Copple that Case 036-22 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

PUBLIC HEARING FOR CASE 037-22
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Case 037-22: Excess Property 1513 E. Hill St. – A request to declare property surplus – City of Joplin. Motion by Mr. Cortez, second by Mr. Copple that Case 037-22 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

PUBLIC HEARING FOR CASE 038-22
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Case 038-22: Excess Property Southwest Corner of E. North St. and N. St. Louis Ave., and Northwest Corner of E. Furnace St. and N. St. Louis Ave. – A request to declare property surplus – City of Joplin. Motion by Dr. Farnham, second by Mr. Copple that Case 038-22 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

PUBLIC HEARING FOR CASE 039-22
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Case 039-22: Excess Property Approx. 200 feet North of the intersection of S. Ozark Ave. and E. 9th St. – A request to declare property surplus – City of Joplin. Motion by Dr. Farnham, second by Mr. DeTar that Case 039-22 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

CONSENT AGENDA

Motion by Mr. Cortez second by Mr. Copple to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

Minutes of May 16, 2022, City Council Meeting.

Minutes of May 20, 2022, Special City Council Meeting.

COUNCIL BILL NO. 2022-121 - AN ORDINANCE approving an agreement and a purchase order for Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-082.**

COUNCIL BILL NO. 2022-122 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-083.**

RESOLUTIONS

RESOLUTION NO. 2022-007

Mr. DeTar introduced Resolution No. 2022-007 - A RESOLUTION authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) stormwater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR). Motion by Mr. DeTar, second by Mr. Stinnett that Resolution No. 2022-007 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

RESOLUTION NO. 2022-008

Mr. Copple introduced Resolution No. 2022-008 - A RESOLUTION establishing a Proposition Public Safety Citizens Committee to assist with the August 2, 2022, election relating to the proposed property tax to improve and expand public safety services within the City. Motion by Mr. Copple, second by Mr. DeTar that Resolution No. 2022-008 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

RESOLUTION NO. 2022-009

Mr. Copple introduced Resolution No. 2022-009 - A RESOLUTION of the City of Joplin, Missouri, authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) wastewater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR). Motion by Mr. Copple, second by Dr. Farnham that Resolution No. 2022-009 be approved. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-126

Mr. Shaw introduced Council Bill No. 2022-126 - AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for engineering consultation services not to exceed the amount of One Hundred Seventeen Thousand and 00/100 Dollars ($117,000.00) for Turkey Creek Waste Water Treatment Facility South Sludge Thickener and Oxidation Ditch Rotors on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Dr. Farnham that Council Bill No. 2022-126 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-084**.

COUNCIL BILL NO. 2022-127

Mr. Copple introduced Council Bill No. 2022-127 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with G&G Construction Company Inc., in the amount of One Hundred Seventy-Eight Thousand Four Hundred Seventy-Four and 00/100 Dollars ($178,474.00) for construction services associated with the Joplin ADA Ramp Improvements project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2022-127 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled

Ordinance No. 2022-085.

COUNCIL BILL NO. 2022-128

Dr. Farnham introduced Council Bill No. 2022-128 - AN ORDINANCE authorizing the acceptance of a grant from the Federal Aviation Administration Airport Improvement Program (FAA-AIP)for the completion of a Pavement Management Program Plan at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Farnham, second by Mr. Copple that Council Bill No. 2022-128 be passed on an

emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-086.**

COUNCIL BILL NO. 2022-130

Mr. Cortez introduced Council Bill No. 2022-130 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with R.E. Smith Construction Company in the amount of Four Million Five Hundred Thousand and 00/100 dollars ($4,500,000.00) for construction of Joplin Fire Station #7; amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2022-130 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-087**.

COUNCIL BILL NO. 2022-360

Mr. DeTar introduced Council Bill No. 2022-360 - AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 915 S. Chestnut Ave. in the City of Joplin, Missouri, for Three Thousand Nine Hundred Fifty-One dollars ($3,951.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Stinnett that Council Bill No. 2022-360 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled
Ordinance No. 2022-088.

COUNCIL BILL NO. 2022-361

Mr. Stinnett introduced Council Bill No. 2022-361 - AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 1918 S. Moffet Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Ten dollars ($4,110.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2022-361 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-089**.

COUNCIL BILL NO. 2022-362

Mr. Cortez introduced Council Bill No. 2022-362 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2304 S. Empire Ave. in the City of Joplin, Missouri, for Seven Thousand Five Hundred dollars ($7,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2022-362 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-090**.

COUNCIL BILL NO. 2022-515

Mr. Shaw introduced Council Bill No. 2022-515 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, second by Mr. DeTar that Council Bill No. 2022-515 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-091**.

COUNCIL BILL NO. 2022-516

Mr. Stinnett introduced Council Bill No. 2022-516 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Luciano Reyes, for the sale of one parcel located at 901 Missouri Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2022-516 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-092**.

COUNCIL BILL NO. 2022-517

Mr. DeTar introduced Council Bill No. 2022-517 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 121 North Schifferdecker Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Dr. Farnham that Council Bill No. 2022-517 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0.

Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-093**.

COUNCIL BILL NO. 2022-518

Mr. DeTar introduced Council Bill No. 2022-518 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 2711 Washington Avenue, totaling approximately 8,892 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Stinnett that Council Bill No. 2022-518 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-094**.

COUNCIL BILL NO. 2022-519

Mr. DeTar introduced Council Bill No. 2022-519 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 2705 Washington Avenue, totaling approximately 8,892 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Dr. Farnham that Council Bill No. 2022-519 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-095**.

COUNCIL BILL NO. 2022-520

Mr. DeTar introduced Council Bill No. 2022-520 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 807 McKinley Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2022-520 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-096**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-124

Mr. Stinnett introduced Council Bill No. 2022-124- AN ORDINANCE Amending Chapter 118 Utilities, by repealing Chapter 118 Utilities, and enacting a new Chapter 118 Utilities in lieu thereof. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2022-124 be passed on first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Bill was read as Council Bill No. 2022-124.

COUNCIL BILL NO. 2022-129

Mr. Stinnett introduced Council Bill No. 2022-129 - AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2022-129 be passed on first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Bill was read as Council Bill No. 2022-129.

SECOND AND THIRD READING

COUNCIL BILL NO. 2022-123

Mr. DeTar introduced Council Bill No. 2022-123 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2022-123 be passed on second reading, advance to third reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, and Williams, 5. Nays: Farnham, Shaw, and Stinnett, 3. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-097**.

UNFINISHED BUSINESS

NEW BUSINESS

The meeting was adjourned at 8:56 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-124 – amending Chapter 118 Utilities, by repealing Chapter 118 Utilities, and enacting a new Chapter 118 Utilities in lieu thereof.

MEETING DATE
June 6, 2022

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2022-124 Ordinance; Exhibit "A" New Chapter 118 Utilities; EPA Fact Sheet

REVIEWED BY
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill is an amendment to Chapter 118 Utilities, by repealing Chapter 118 Utilities to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program.

BACKGROUND
The Rule revises several provisions of Environmental Protection Agency's (EPA) General Pretreatment Regulations. The objective of the Rule is to reduce the overall regulatory burden on industrial users and the Control Authority (in this case, the City of Joplin). The Rule gives the City flexibility to reduce the burden of technical and administrative requirements while still meeting the environmental objectives of the General Pretreatment Program. The EPA has identified 13 changes contained in the Rule that are more stringent than the original provisions of the General Pretreatment Regulations. The City's existing pretreatment ordinance was reviewed, and a number of changes were needed and required. The ordinance needs to be updated and the appropriate changes incorporated into the City's ordinances. With these changes, the City will be able to take advantage of the reduced regulatory burden the Rule affords by the Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (MDNR). Additionally, adoption of the Streamlining Rule changes is a condition of the new Shoal Creek and Turkey Creek operating permits. MDNR reviewed the City's suggested changes, held this for a period for any feedback and then approved the City's changes.

FUNDING SOURCE
Wastewater

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

National Pretreatment Program

(40 CFR 403)

Fact Sheet 1.0: Pretreatment Streamlining Rule Summary of Changes Made Under the Streamlining Rule

What is the Streamlining Rule?

The Streamlining Rule revises several provisions of the General Pretreatment Regulations (40 CFR Part 403). The Pretreatment Program requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers. The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities without adversely affecting environmental protection.

How does the Streamlining Rule reduce the burden on the Control Authority?

The Streamlining Rule provides the Control Authority with the flexibility to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program. These changes, listed below, allow the Control Authority to focus oversight resources on IUs with the greatest potential for affecting Publicly Owned Treatment Works (POTW) operations or the environment.

- Control Authorities may authorize an IU subject to categorical Pretreatment Standards to reduce sampling of a pollutant if the IU demonstrates that a given pollutant is neither present nor expected to be present in the discharge. [§§ 403.8(f)(2)(v) and 403.12]
- Control Authorities may authorize the use of equivalent concentration limits in lieu of mass limits for Categorical Industrial Users (CIUs) in certain industrial categories. [§ 403.6(c)(6)]
- Control Authorities may issue general control mechanisms to groups of Significant Industrial Users (SIUs) that are substantially similar. [§ 403.8(f)(1)(iii)]
- Control Authorities may reduce oversight of certain Categorical Industrial Users based on percentage of contribution to the POTW.
- Control Authorities may reduce oversight of certain Industrial Users that may be reclassified as Non-Significant Categorical Industrial Users (NCSIUs).

What other significant changes were made under the Streamlining Rule?

In finalizing the Streamlining Rule, EPA is also working to improve the effectiveness of the Pretreatment Program. The Rule:

- Provides greater flexibility in the use of certain sampling techniques.
- Allows in certain circumstances Control Authorities to express CIUs' concentration-based categorical Pretreatment Standards as equivalent mass limits. [§ 403.6(c)(5)]

- Clarifies that POTWs may use Best Management Practices (BMPs) as alternatives to numeric limits that are developed to protect the POTW, water quality, and sewage sludge.
- Clarifies the definition of significant noncompliance (SNC) as it applies to violations of instantaneous and narrative requirements, and late reports.
- Makes other miscellaneous changes designed to maintain consistency with the NPDES regulations or to correct typographical errors.

Are any of the changes in the Streamlining Rule required?

Yes, there are required changes in the Streamlining Rule. The majority of the regulatory changes, however, are not required. As a general rule, those streamlining changes which are considered less stringent than the current regulations do not need to be adopted. If a State wishes to implement these requirements, it will need to formally revise its own regulations to provide the appropriate legal authority for such implementation.

Which changes are required changes?

EPA has identified the 13 rule changes that are more stringent than existing provisions in 40 CFR Part 403, and therefore may require changes to the appropriate State or POTW authorities. These required changes are outlined in the Pretreatment Streamlining Rule Fact Sheet 2.0: Required Changes. Available at: http://www.epa.gov/npdes/pubs/pretreatment_streamlining_required_changes.pdf.

How do Control Authorities and IUs implement these changes?

In order to implement any of the changes made under the Streamlining Rule, Control Authorities must submit a program modification to their Approval Authority in accordance with 40 C.F.R. § 403.18. In some cases, State laws must be changed before the Control Authority can incorporate streamlining changes. Industries must comply with requirements from the Streamlining Rule that are more stringent than existing requirements, but may not implement changes that result in less stringent requirements (e.g., reduced monitoring) unless the Control Authority has modified its individually approved pretreatment program and any associated control mechanisms to include the less stringent requirement.

Where can I get more information?

The Streamlining Rule was published in the Federal Register on October 15, 2005 (70 Fed. Reg. 60134). You can get a copy of the rule at EPA's Pretreatment Web site, http://cfpub.epa.gov/npdes/home.cfm?program_id=3 Information is also available from your State or from EPA.

EXHIBIT A

Chapter 118 - UTILITIES

ARTICLE I. - IN GENERAL

Secs. 118-1—118-30. - Reserved.

ARTICLE II. - SEWERS AND SEWAGE DISPOSAL

DIVISION 1. - GENERALLY

Sec. 118-31. – Definitions and Abbreviations.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act and *the act* mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

Administrator means the chief administrative officer of a state or interstate water pollution control agency with an NPDES permit program approved pursuant to section 402(b) of the act and an approved state pretreatment program.

Authorized representative of industrial user. An authorized representative of an industrial user may be:

(1) If the User is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit [or general permit {optional}] requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

Approval Authority means the director in an NPDES State with an approved State pretreatment program and the administrator of the EPA in a non-NPDES State or NPDES State without an approved State pretreatment program.

Best Management Practices or BMP's means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1 A and B [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BOD, denoting biochemical oxygen demand, means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five days at 20 degrees Celsius, expressed in parts per million by weight.

Building drain means that part of the lowest piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning five feet outside the building wall.

Building sewer means the extension from the building drain to the city sewer or other place of disposal.

Categorical Industrial User means an Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

Categorical standards means any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

Chemical Oxygen Demand or COD means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

City means the City of Joplin or the City Council of Joplin.

City sewer means a sewer which is a part of the sewer system of the city.

Combined sewer means a sewer receiving both surface runoff and sewage.

Commercial and industrial wastes means the water-carried wastes from commercial and industrial establishments, as distinct from sanitary sewage.

Commercial user means any property occupied by a nonresidential establishment not within the definition of an industrial user, and which is connected to the wastewater facilities.

Control authority means the publicly owned treatment works (POTW) that is operated by the department of public works or the City.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

Daily Maximum means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily Maximum Limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Day means the 24-hour period beginning at 12:01 a.m.

Deleterious effect means harmful, often in a subtle or unexpected way.

Direct discharge means the discharge of treated or untreated wastewater directly to the waters of the state.

Director of public works means the director of public works of the city or his authorized deputy, agent or representative.

Easement means an acquired legal right for the specific use of land owned by others.

Environmental Protection Agency or EPA means the United States Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

Existing Source means any source of discharge that is not a "New Source."

Garbage means solid food wastes from the preparation, cooking and disposing of food and from the handling, storage and sale of produce.

Grab sample means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

Indirect discharge means the discharge or introduction of nondomestic pollutants from any source regulated under section 307(b) or (c) of the act (33 USC 1317), into the POTW.

Industrial pretreatment monitoring charge means the amount levied against certain industries to recover the costs of testing the industry because the industry's discharges have a significant impact on the POTW in the way of interference, pass-through, inhibition, sludge degradation or volume of flow, and to ensure compliance with the industry's discharge permit.

Industrial user (IU) means any nonresidential user identified in division A, B, D, E or I of the Standard Industrial Classification Manual. An industrial user shall also include any user that discharges wastewater containing toxic or poisonous substances as defined in section 307 and section 502 of the Clean Water Act. Industrial users shall include any nonresidential user who:

(1) Has a nondomestic flow of 500,000 gallons or more of wastewater during any one calendar month; or

(2) Is determined by the state regulatory agency or the superintendent to have the potential to adversely affect the wastewater facility.

Interference means the inhibition or disruption of the city's wastewater system or operations, or its processing, use or disposal of sludge, by a user's discharge which, alone or in conjunction with other discharges, causes or contributes to the inhibition or disruption and which causes a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation; or prevents the use or disposal of sludge by the city in compliance with any of the following statutes and regulations: section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA), the Resource Conservation and Recovery Act (RCRA) any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act, the Clean Air Act, the Marine Protection, Research, and Sanctuaries Act, the Toxic Substances Control Act (TSCA), or any more stringent state or local regulations. A user contributes to interference when the user:

(1) Discharges a pollutant concentration or a daily pollutant loading in excess of that allowed by city ordinance or permit or by federal, state or local law;

(2) Discharges wastewater which substantially differs in nature and constituents from the user's normal average discharge;

(3) Knows or has reason to know that its discharge, alone or in conjunction with discharges from other users, would result in interference; or

(4) Knows or has reason to know that the city is, for any reason, violating its final effluent limitations in its NPDES permit and that the user's discharge, either alone or in conjunction with discharges from other users, increases the magnitude or duration of the city's violations.

Instantaneous Limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Living unit means a room or suite or rooms within a structure arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit. Each single-family or single housekeeping unit of a duplex, apartment building or other multifamily dwelling structure shall constitute a separate living unit.

Local Limit means specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

Medical Waste means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Monthly Average means the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

Monthly Average Limit means the highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

National (or federal) categorical pretreatment standard and *pretreatment standard* mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with

section 307(b) and (c) of the act (33 USC 1347) which applies to a specific category of industrial users.

New source means any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(1) The building, structure, facility or installation meets the following criteria:

a. The building, structure, facility or installation is constructed at a site at which no other source is located;

b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production or wastewater generating process of the building, structure, facility or installation is substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)a, b or c of this definition but otherwise alters, replaces or adds to the existing process or production equipment.

(3) Construction of a new source as defined under this definition has commenced if the operator or owner has:

a. Begun, or caused to begin, as part of a continuous on-site construction program:

1. Any placement, assembly or installation of facilities or equipment;

2. Significant site preparation work, including clearing, excavation, or removal of existing buildings, structures or facilities, which is necessary for the placement, assembly or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility engineering and design studies, do not constitute a contractual obligation under this subsection.

Noncontact Cooling Water means water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Normal sewage means sewage which contains not over 200 parts per million of BOD and not over 240 parts per million of suspended solids, and which does not contain any of the materials or substances listed in section 118-102 in excess of allowable amounts specified in that section.

NPDES means the National Pollutant Discharge Elimination System permit program, whether administered by the EPA or by the state.

Operation and maintenance means all expenditures during the useful life of the treatment works for materials, labor, utilities, billing, equipment replacement and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.

Owner means the person who legally owns, leases or occupies private property with wastewater facilities that discharge, or will discharge, to the city's wastewater facilities.

Pass-through means a discharge of a pollutant from a city treatment plant into waters of the United States when such discharge causes a violation of any requirement of the city's NPDES permit or a violation of a state or federal water quality standard, or increases the magnitude or duration of any violation, and which is the result of a user's discharge of the pollutant, either alone or in conjunction with other users' discharges of the pollutant, into the city's wastewater system. A user contributes to pass-through when the user:

(1) Discharges a pollutant concentration or a daily pollutant loading in excess of that allowed by city ordinance or permit or by federal, state or local law;

(2) Discharges wastewater which substantially differs in nature and constituents from the user's normal average discharge;

(3) Knows or has reason to know that its discharge, alone or in conjunction with discharges from other users, would result in pass-through; or

(4) Knows or has reason to know that the city is, for any reason, violating its final effluent limitations in its NPDES permit and that such user's discharge, either alone or in conjunction with discharges from other users, increases the magnitude or duration of the city's violations.

Person means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

pH means the logarithm to the base 10 of the reciprocal of the hydrogen ion concentration.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

ppm, denoting parts per million, means the concentration of a material in pounds per million pounds of water (1 ppm = 1 milligram/liter (mg/l)).

Pretreatment means the reduction of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to discharging or otherwise introducing such pollutants into the sewage works. The reduction or alteration can be obtained by physical, chemical or biological processes, or other means, except as prohibited by 10 CFR 403.6(d).

Pretreatment inspector means the person authorized by the superintendent who conducts inspections of industrial pretreatment facilities to ensure protection of the environment and compliance with regulations adopted by the POTW in addition to the general and categorical pretreatment regulations.

Pretreatment Requirements means any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

Pretreatment standards and *standards* mean prohibited discharge standards, categorical pretreatment standards, and local limits.

Prohibited Discharge Standards or Prohibited Discharges means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 118-102 of this article.

Properly shredded garbage means garbage that has been shredded such that all particles will be carried freely under flow conditions normally prevailing in the wastewater sewers, with no particle greater than one-half inch in any dimension.

Public sewer means a public sanitary sewer, the initial cost of which was paid by public funds, and which is controlled by public authority.

Publicly owned treatment works (POTW) means a treatment works as defined by section 212 of the act (33 USC 1929), which is owned in this instance by the city. This definition includes any sewers, devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. The term "POTW" shall also include any sewers that convey wastewater to the POTW from persons outside the city who are, by contract or agreement with the city, users of the city's POTW.

Receiving stream means any natural watercourse into which water, treatment plant effluent, combined sewer overflow or stormwater is discharged.

Replacement means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

Residential user means all premises used only for human residency and that are connected to the wastewater facilities, or any living unit connected individually or jointly to the wastewater facilities.

Sanitary sewage means those wastes which are comparable to wastes which originate in residential units and contain only human excrement and wastes from kitchen, laundry, bathing and other household facilities.

Sanitary sewer means a sewer which carries sanitary sewage and to which stormwater, surface water and groundwater are not to be intentionally admitted.

Septic Tank Waste means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwater, surface water and stormwater as may be present.

Sewage treatment plant (STP) means any arrangement of devices and structures used for treating sewage.

Sewer means a pipe or conduit for carrying sewage.

Sewerage works means all facilities for collecting, transporting, pumping, treating and disposing of sewage.

Significant industrial user (SIU) means, except as provided in paragraphs (3) and (4) of this Section,:

(1) An Industrial User subject to categorical Pretreatment Standards; or
(2) An Industrial User that:
    (a) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);
    (b) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
    (c) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
(3) The City may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
    (a) The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
    (b) The Industrial User annually submits the certification statement required in Section 118-182 [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and
    (c) The Industrial User never discharges any untreated concentrated wastewater.

(4) Upon a finding that a User meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, [the City] may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

Slug load or Slug Discharge means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 118-102 of this article. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

Standard industrial classification means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1978, and revisions thereto.

Standard laboratory methods means methods of analyses and testing as outlined in the latest edition of Standard Methods for the Examination of Water and Sewage, published jointly by the American Waterworks Association and the Water Pollution Control Federation.

Storm sewer means a sewer which carries stormwater and surface water and drainage, but which is not to carry sanitary sewage and polluted industrial wastes.

Storm Water means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Superintendent means the director of public works of the city or his authorized agent or representative who is charged with certain duties and responsibilities by this article. The term also means a Duly Authorized Representative of the Superintendent.

Suspended solids means solids that either float on the surface of or are in suspension in water, sewage or other liquids and which are largely removable by standard laboratory methods.

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provision of CWA 307(a) or other acts.

Treatment works means any devices or systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, and pumping, power and other equipment and their appurtenances; extensions, improvement, remodeling, additions or alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land, that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment, including land for composting sludge and temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application; or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined stormwater and sanitary sewer systems.

Useful life means the estimated period during which a treatment works will be operated.

User or industrial user means any person who is a source of indirect discharge and contributes, causes or permits the contribution of wastewater into the city's POTW.

User charge means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation and maintenance and replacement of the wastewater treatment works.

Utility franchise tax means the tax imposed by the city on utility companies doing business within the corporate limits of the city, including companies providing water, gas, electricity, telephone and cable television services. The tax is further described in chapter 30, article III, division 3.

Waste meter means a water volume measuring and recording device, furnished and/or installed by the Missouri-American Water Company or a municipal water utility, and approved by the city.

Wastewater means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, whether treated or untreated, which is contributed with or permitted to enter the POTW.

Wastewater Treatment Plant or Treatment Plant means the portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Watercourse means a receiving stream.

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.

The following abbreviations, when used in this article, shall have the designated meanings:

BOD – Biochemical Oxygen Demand
BMP – Best Management Practice
BMR – Baseline Monitoring Report
CFR – *Code of Federal Regulations*
CIU – Categorical Industrial User
COD – Chemical Oxygen Demand
EPA – U.S. Environmental Protection Agency
gpd – gallons per day
IU – Industrial User
mg/l – milligrams per liter
NPDES – National Pollutant Discharge Elimination System
NSCIU – Non-Significant Categorical Industrial User
POTW – Publicly Owned Treatment Works
RCRA – Resource Conservation and Recovery Act
SIU – Significant Industrial User
SNC – Significant Noncompliance
TSS – Total Suspended Solids
U.S.C. – United States Code

Sec. 118-32. - Purpose of article.

The purpose of this article is to provide for the maximum possible beneficial public use of the city's wastewater facilities through regulation of sewer construction, sewer use and wastewater discharges, to provide for equitable distribution of the costs of the city's wastewater facilities, and to provide procedures for complying with the requirements contained in this article. Additionally, this article sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Joplin and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et

seq.) and the General Pretreatment Regulations (Title 40 of the *Code of Federal Regulations* [CFR] Part 403). The objectives of this article are:

(1) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;

(2) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;

(3) To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;

(4) To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;

(5) To provide for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and

(6) To enable the City to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

This article shall apply to all Users of the Publicly Owned Treatment Works. The article authorizes the issuance of individual wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the equitable distribution of costs resulting from the program established herein.

Sec. 118-33. - Scope of article.

(a) The definitions of terms used in this article are found in section 118-31. The provisions of this article shall apply to the discharge of all wastewater to facilities of the city. This article provides for use of the city's wastewater facilities, regulation of sewer construction, control of the quantity and quality of wastewater discharged, wastewater pretreatment, equitable distribution of costs, sewer construction plans, issuance of wastewater discharge permits, minimum sewer construction standards and conditions, and penalties and other procedures in cases of violation of this article.

(b) This article shall apply to the city and to persons outside the city who are, by contract or agreement with the city, users of the city's wastewater sewers or wastewater treatment facilities.

Secs. 118-34—118-50. - Reserved.

DIVISION 2. - ADMINISTRATION AND ENFORCEMENT

Sec. 118-51. - Generally.

Except as otherwise provided in this article, the superintendent of the city's wastewater system shall be responsible for the operation and maintenance of the system and shall cooperate with the other officers and representatives of the city in administering, implementing and enforcing the provisions of this article. The superintendent shall be responsible for causing to be ascertained the amount of water consumed on all premises receiving sewer service from the city's sewerage system. The amount of all sewer service charges becoming due under the provisions of this article and the billing and collection of such charges shall be the responsibility of the director of finance.

Sec. 118-52. - Notice of violation.

Any person found in violation of this article or any requirement of a permit issued under this article may be served with a written notice stating the nature of the violation and providing a reasonable time limit for compliance. Any such notice given shall be in writing and served in person or by mail. The notice shall be sent to the last address of the violator known to the superintendent. When the address is unknown, service may be made on the owner of record of the property involved. If satisfactory action is not taken in the time allotted by the notice, section 118-53 shall be implemented.

Sec. 118-53. - Criminal penalty; disconnection from wastewater facilities.

(a) Any person who continues to violate the discharge provisions of this article beyond the time limit provided in section 118-52 may be charged with commission of a misdemeanor and, after conviction thereof, shall be fined not more than $500.00 for each day the violation continues, or may be subject to disconnection from the city's wastewater facilities.

(b) Each day or portion thereof that a violation continues shall constitute a separate violation.

Sec. 118-54. - Fees and charges.

(a) All fees and charges payable under the provisions of this article shall be paid to the city. Such fees and charges shall be as set forth or established in this article.

(b) All fees, penalties and charges collected under division 6 of this article shall be used for the sole purpose of constructing, operating or maintaining the wastewater facilities of the city, or the retirement of debt incurred for the wastewater facilities required pursuant to federal law.

(c) All fees and charges payable under the provisions of this article are due and payable on the receipt of notice of charges. Unpaid charges shall become delinquent and shall be subject to penalty and interest charges as outlined in division 6 of this article.

Sec. 118-55. - Right of entry; inspection of monitoring records.

(a) The Superintendent shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this article and any individual wastewater discharge permit or order issued hereunder. Users shall allow the Superintendent ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Superintendent shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The Superintendent shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

(3) The Superintendent may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated twice year to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Superintendent and shall not be replaced. The costs of clearing such access shall be born by the User.

(5) Unreasonable delays in allowing the Superintendent access to the User's premises shall be a violation of this article.

Sec. 118-56. - Suspension of wastewater treatment service or discharge permit.

(a) The city may suspend the wastewater treatment service and/or an industrial discharge permit when such suspension is necessary, in the opinion of the city, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the POTW, or causes the city to violate any condition of its NPDES permit.

(b) Any person notified of a suspension of the wastewater treatment service and/or the industrial discharge permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The city shall reinstate the industrial discharge permit and/or the wastewater treatment service upon proof of the elimination of the noncomplying discharge unless termination proceedings have been initiated against the User. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city with 15 days of the date of occurrence.

(c) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Superintendent prior to the date of any show cause or termination hearing.

(d) Nothing in this Section shall be interpreted as requiring a hearing prior to any Suspension under this Section.

Sec. 118-57. - Revocation of discharge permit; Termination of Discharge.

(a) The Superintendent may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the Superintendent of significant changes to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the Superintendent of changed conditions pursuant to Section 118-129(l) of this article;

(3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(4) Falsifying self-monitoring reports and certification statements;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the Superintendent timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the wastewater discharge permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(13) Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this article.

Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

(b) In addition to the provisions in Section 118-57(a) of this article, any User who violates the following conditions is subject to discharge termination:

(1) Violation of individual wastewater discharge permit conditions.

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge.

(3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge.

(4) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or

(5) Violation of the Pretreatment Standards of this article.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 118-59 of this article why the proposed action should not be taken. Exercise of this option by the Superintendent shall not be a bar to, or a prerequisite for, taking any other action against the User.

Sec. 118-58. - Correction of violations.

(a) When the superintendent shall find that a violation of this article, an industrial discharge permit, or any prohibition, limitation or requirements contained in this article exists, he may post a notice upon the property where the violation exists, stating the nature of the violation. Within 30 days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the superintendent by the user. If the superintendent shall find that an emergency exists, he may immediately cause the violation to be abated or corrected. If such violation is not corrected within the time specified on the notice, the superintendent may cause such violation to be abated or corrected.

(b) Whenever the superintendent shall have caused any violation to be abated or corrected pursuant to this section, he shall certify the costs thereof to the city council, and the owner of the property on which such violation was abated or corrected shall be civilly liable to the city for the costs of such abatements or corrections.

(c) Any proceedings under this section shall not relieve the owner of any liability for any penalty that may be assessed under section 118-60.

Sec. 118-59. - Show cause hearing.

(a) The superintendent may order any user who causes or allows an unauthorized discharge to enter the POTW to show cause before the city council why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the city council regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the city council why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail, return receipt requested, at least ten days before the hearing. Service may be made on any Authorized Representative

as defined by this article and required by section 118-152(1)(c). A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

(b) The city council may itself conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the department of public works to:

(1) Issue in the name of the city council notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings.

(2) Take the evidence.

(3) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations, to the city council for action thereon.

(c) At any hearing held pursuant to this section, testimony taken must be under oath and recorded stenographically. The transcript so recorded will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.

(d) After the city council has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service shall be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed on existing treatment facilities, and devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

Sec. 118-60. - Civil penalties.

(a) Any user who is found to have violated an order of the city council or who willfully or negligently failed to comply with any provision of this article and the orders, rules, regulations and permits issued under this article shall be fined not less than $100.00 and not more than $500.00 for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition, fees, court costs, court reporters' fees and other expenses of litigation may be assessed by appropriate suit at law against the person found to have violated this article or the orders, rules, regulations and permits issued under this article. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(b) Any user who shall fail to pay the wastewater treatment fees set forth in section 118-203 shall be deemed guilty of an infraction, and shall be punishable by a fine not greater than $500.00.

(c) In addition, should a user violating provisions of this article and the orders, rules, regulations and permits issued under this article cause, by such violation, the city to violate its NPDES permit, the user shall be civilly liable to the city for the costs of penalties levied against the city by the state or the EPA.

(d) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User’s violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

(e) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

Sec. 118-61. - Falsifying information.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article or an industrial discharge permit, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required in this article, shall, upon conviction, be punished in accordance with section 1-5.

Sec. 118-62. - Injunctive relief.

When the superintendent finds that a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit, or an order issued under this article, or any other pretreatment standard or requirement, the superintendent may petition the court through the city's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order or other requirement imposed by this article on activities of the user. The superintendent may also seek other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

Secs. 118-63—118-80. - Reserved.

DIVISION 3. - USE OF CITY'S WASTEWATER FACILITIES

Subdivision I. - In General

Sec. 118-81. - Unsanitary deposit of wastes.

It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

Sec. 118-82. - Unauthorized discharges prohibited.

Wastewater discharges to the city's wastewater facilities are not authorized unless approved by the superintendent in accordance with the provisions of this article.

Sec. 118-83. - Connection required.

(a) The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated in the city and abutting on any street, alley or right-of-way or easement in which there is now located or may in the future be located a sanitary sewer of the city, is hereby required, at his expense, to install suitable facilities therein and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this article within 90 days after such sewer is so located and after official notice to do so; provided that such sanitary sewer is within 100 feet of the property lines. If there is no sanitary sewer within 100 feet of the property line, the owner may construct and

maintain an adequate septic tank installation in accordance with standards of the state division of health until such time as a sanitary sewer is available as provided in this section.

(b) After connection is made to the wastewater sewer, any septic tank installation shall be emptied as prescribed by local regulations and filled with suitable material.

Sec. 118-84. - Use of privies or cesspools.

It shall be unlawful for any person to construct or maintain any privy, privy vault, cesspool or other facility, except septic tanks as provided by this article, and then only when permitted by section 118-83, intended or used for the disposal of sewage or human excrement; provided that approved type privies may be temporarily erected and maintained on construction sites with the approval of the superintendent.

Sec. 118-85. - Discharge of unpolluted water.

(a) No person shall discharge or cause to be discharged any stormwater, surface water, roof runoff, groundwater, subsurface drainage, cooling water or unpolluted industrial process waters to any sanitary sewer.

(b) Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the superintendent. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the superintendent, to a storm sewer or natural outlet.

Sec. 118-86. - Discharge of polluted water to storm sewer or natural outlet.

It shall be unlawful for any person to discharge into any natural outlet or storm sewer within the city, or in any area under the jurisdiction of the city, any sanitary sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this article.

Sec. 118-87. - Application for sewer service; installation of connection.

Application for sewer service to premises not connected with the city's sewerage system shall be made by the occupant or owner of the premises to be served to the superintendent of the system or to such other person as may be designated by the city council. Upon the issuance of a written permit to such applicant and the payment of the fee prescribed by other ordinances of this city, such applicant shall be, in the manner prescribed by other ordinances of the city, connected with the city's sewerage system; provided, however, that all such work in making such connection shall be done only by appropriately licensed personnel.

Sec. 118-88. - Damaging or tampering with sewer system.

(a) No person shall tamper with any sewer lines or make any connection to the sanitary sewerage system of the city, either direct or indirect, without written permission from the city, or reconnect sewage service when such service has been disconnected for nonpayment of a bill for sewage service unless such bill for sewage service, including charges for disconnection, has been paid in full.

(b) No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment that is part of the city's

wastewater treatment facilities. Any person who violates this section shall be guilty of a misdemeanor and, upon conviction, is punishable by a fine not to exceed $500.00.

Sec. 118-89. - Hauled wastewater.

(a) Septic tank waste may be introduced into the POTW only at locations designated by the superintendent, and at such times as are established by the superintendent. Such waste shall not violate subdivision II of division 3 of this article or any other requirements established by the city. The superintendent may require septic waste haulers to obtain wastewater discharge permits.

(b) The superintendent shall require haulers of industrial waste to obtain wastewater discharge permits. The superintendent may require generators of hauled industrial waste to obtain wastewater discharge permits. All Significant Industrial Users generating hauled industrial waste must obtain a wastewater discharge permit. The superintendent also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this article.

(c) Industrial waste haulers may discharge loads only at locations designated by the superintendent. No load may be discharged without prior consent of the superintendent. The superintendent may collect samples of each hauled load to ensure compliance with applicable standards. The superintendent may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.

(d) Industrial waste haulers must provide a waste tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

(e) Any person who shall engage in the city in the business of hauling waste without first having obtained a certificate of registration as required in this article, or without first having obtained a business license and paid the business license fee as set forth in section 30-121, or who shall fail to report to the superintendent any changes in the data and information originally contained in the certificate of registration, or who shall park or leave standing his equipment on the public streets, alleys or public grounds of the city, or who shall violate any of the provisions of this article, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in section 1-5.

(f) Every waste hauler, resident or nonresident, shall register with the superintendent such information concerning his business and equipment as shall be required by the superintendent, especially pertaining to:

(1) The name of the person;

(2) The form of management of the business;

(3) The business address and telephone number;

(4) The type, make and model of all equipment used in the business, together with the numbers of all state licenses on all motor vehicular equipment so employed; and,

(5) The place of discharge used and employed by such person in disposing of sewage obtained by such operations.

(g) After obtaining the information as required by this section, the superintendent shall inspect or cause to be inspected by some competent and qualified employee of the department of public works the equipment of the waste hauler so registered for the purpose of determining if his equipment is in good operating condition and if the equipment can be operated in a sanitary and healthful manner. Such equipment shall be emptied only at those places designated by the superintendent of wastewater treatment.

(h) The superintendent shall, from time to time, inspect the equipment of all persons registered and licensed under this article to determine if their equipment is properly maintained and in good operating condition and is in a sanitary and healthful condition.

(i) Every person registered and licensed under this article shall report to the superintendent each and every change in the data registered with the department of public works as required by section 118-89.

(j) Every person who shall engage in the City of Joplin in the business of hauling waste shall, before undertaking any portion of this business, obtain from the director of finance a business license as set forth in article III of chapter 30. The fee shall be paid in advance as set forth in section 30-121.

Secs. 118-90—118-100. - Reserved.

Subdivision II. - Conditions

Sec. 118-101. - Permitting uncontaminated discharge to enter sanitary sewer.

All uncontaminated discharges of stormwater, surface water, groundwater, roof runoff, subsurface drainage or other waters not required to be treated in the treatment facility shall be made to storm sewers or natural outlets designed for such discharges, except as authorized under section 118-85(b). Any connection, drain or arrangement that will permit such waters to enter any other wastewater sewer shall be deemed to be in violation of this section and this article.

Sec. 118-102. - Prohibited discharges.

(a) *Prohibited substances.* The following general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements. No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

(1) Any substance in a quantity or concentration which may cause interference or pass-through, or cause violations of state or federal water quality standards in a receiving watercourse, or otherwise endanger life, limb or property or constitute a public nuisance.

(2) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit or which will inhibit biological activity in the treatment plant resulting in Interference; however, if the volume of discharge represents a significant portion of the flow resulting in a temperature in excess of 120 degrees Fahrenheit into the treatment facility, a lower limit may be prescribed by the superintendent.

(3) Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 parts per million, or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit.

(4) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the superintendent.

(5) Any wastewater having a pH less than 6.0 or greater than 9.5, unless the POTW is specifically designed to accommodate such wastewater, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the POTW. Excursions may be allowed pursuant to the continuous monitoring provisions of section 118-103.

(6) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent, or any single reading over ten percent of the lower explosive limit (LEL) of the meter. Any discharge which causes the discharge into the city's sewer to have a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) is prohibited. Closed cup flashpoints shall be determined using the test methods specified in 40 CFR 261.21. Prohibited materials include but are not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substance which the city, the state or the EPA has notified the user is a fire hazard or a hazard to the system.

(7) Any solid or viscous material which could cause an obstruction to flow in the sewers or in any way interfere with the treatment process. Examples of such materials include but are not limited to ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, grinding compounds, acetylene generation sludge, chemical residues, acid residues, food processing built solids, refuse, and debris not normally contained in sanitary sewage.

(8) Any water or waste containing toxic or poisonous substances, gases, vapors, or fumes in sufficient quantity, acting either singly or by interaction with other wastes, to injure or interfere with any sewage works process, to constitute a hazard to humans or to animals, or to create any hazard in the waters which receive treatment plant effluent, combined sewer overflow or stormwater, or that exceeds the limitation set forth in a pretreatment standard. A toxic pollutant shall include, but is not limited to, any pollutant identified pursuant to section 307(a) of the act.

(9) Any water or wastes containing a concentration of phenols in excess of 10.0 parts per million.

(10) Any radioactive wastes or isotopes of such halflife or concentration which may exceed limits established by the latest state and federal regulations and the superintendent.

(11) Any whey.

(12) Any corrosive, noxious or malodorous material or substance which, either singly or by reaction with other wastes, is capable of causing damage to the sewage works or creating a public nuisance or hazard, or preventing entry into the sewers for maintenance and repair.

(13) Any concentrated dye wastes or other wastes which are either highly colored or could become highly colored by reacting with other wastes.

(14) Any material or substance not specifically mentioned in this section which is in itself corrosive or irritating to human beings and animals, toxic or noxious, or which by interaction with other wastes could produce undesirable effects, including deleterious action on the sewage works, adversely affect any treatment process, constitute a hazard to humans or animals, or have an adverse effect upon the receiving stream.

(15) Chlorinated solvents.

(16) Septic tank sludge, except that sludge may be discharged into selected treatment plants at locations designated for this purpose by the superintendent.

(17) Any petroleum-based oil or grease, nonbiodegradable cutting oil or product of mineral oil origin, except those which unavoidably enter the user's waste stream as a normal constituent of wastewater from processes or equipment which use or process such materials or through contact with areas contaminated with such materials. In no case may such materials be discharged in quantities or concentrations which will cause interference or pass-through.

(18) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW.

(19) Trucked or hauled pollutants, except at discharge points designated by the Superintendent in accordance with Section 118-89 of this article.

(20) Total Hexane Extractable Material (HEM), including fats, oils, greases of animal or vegetable origin, in concentrations greater than 100 mg/l based on monthly average monitoring results or at concentrations otherwise determined to interfere with the City’s POTW.

(21) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.

(22) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations

(23) Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Superintendent.

(24) Sludges, screenings, or other residues from the pretreatment of industrial wastes.

(25) Medical Wastes, except as specifically authorized by the Superintendent in an individual wastewater discharge permit.

(26) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test.

(27) Detergents, surface-active agents, or other substances which that might cause excessive foaming in the POTW.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(b) Bypass

(1) For the purposes of this Section,

a. Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.

b. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this Section.

(3) Bypass Notifications

a. If a User knows in advance of the need for a bypass, it shall submit prior notice to [the Superintendent], at least ten (10) days before the date of the bypass, if possible.

b. A User shall submit oral notice to [the Superintendent] of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Superintendent may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) Bypass

a. Bypass is prohibited, and the Superintendent may take an enforcement action against a User for a bypass, unless

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The User submitted notices as required under paragraph (3) of this section.

b. The Superintendent may approve an anticipated bypass, after considering its adverse effects, if the Superintendent determines that it will meet the three conditions listed in paragraph (4)a of this Section.

(c) *Dilution of discharge.* Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no user shall increase the use of potable or process water in any way for the purpose of diluting a discharge as a partial or complete substitute for pretreatment required to comply with the provisions of this article. The Superintendent may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

(d) *Action by superintendent.* When the superintendent determines that a user is contributing to the POTW any of the substances listed in this section in such amount as to interfere with the operation of the POTW, the superintendent shall:

(1) Advise the user of the impact of the contribution on the POTW; and

(2) Develop effluent limitations for the user to correct the interference with the POTW.

(e) *City's Right of Revision.* The City reserves the right to establish, by ordinance or in individual wastewater discharge permits stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this article.

Sec. 118-103. - Temperature and pH excursions.

When a user employs continuous monitoring techniques for temperature or pH and maintains records of the temperature or pH continuously monitored, the user shall meet the temperature and pH prohibitions and limitations specified in section 118-102 and in any applicable categorical standard, except that unintentional and temporary excursions above the temperature and upper pH values and below the lower pH values are allowed so long as the total time during which values are outside each of the upper or lower prohibition or limitation levels does not exceed eight hours in any calendar month and no individual excursion exceeds 15 minutes in length.

Secs. 118-104—118-120. - Reserved.

DIVISION 4. - INDUSTRIAL DISCHARGES

Subdivision I. - In General

Sec. 118-121. - Applicability categorical pretreatment standards.

(a) National Categorical Pretreatment Standards

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

(1) Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Superintendent may impose equivalent concentration or mass limits in accordance with Section 118-121(4) and (5) of this section.

(2) When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Superintendent may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.

(3) When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Superintendent shall impose an alternate limit in accordance with 40 CFR 403.6(e).

(4) When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the City convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Superintendent. The City may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 118-121(4)a.1. through 5. below.

a. To be eligible for equivalent mass limits, the Industrial User must:

1. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;

2. Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;

3. Provide sufficient information to establish the facility’s actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility’s long-term average production rate.

Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;

4. Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and

5. Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.

b. An Industrial User subject to equivalent mass limits must:

1. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;

2. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;

3. Continue to record the facility's production rates and notify the Superintendent whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 118-121(4)a.3. of this Section. Upon notification of a revised production rate, the Superintendent will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and

4. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs 118-121(4)a.1. of this Section so long as it discharges under an equivalent mass limit.

c. When developing equivalent mass limits, the Superintendent:

1. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;

2. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and

3. May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow

rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 118-102(c). The Industrial User must also be in compliance with Section 118-102(b) regarding the prohibition of bypass.

(5) The Superintendent may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Superintendent.

(6) Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.

(7) Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.

(8) Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Superintendent within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Superintendent of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate.

State Pretreatment Standards

Users must comply with State Pretreatment Standards.

Sec. 118-122. - Special agreements.

Nothing in this division shall be construed as preventing any special agreement or arrangement between the city and any user of the wastewater facilities, whereby wastewater of unusual strength or character is accepted into the system and specially treated, subject to any applicable payments or user charges. No waiver of categorical pretreatment standards can or will be given.

Sec. 118-123. - Water and energy conservation.

The conservation of water and energy shall be encouraged by the superintendent. In establishing discharge restrictions for industrial users, the superintendent shall consider already implemented or planned conservation steps revealed by the industrial user. At the superintendent's request, each industrial user will provide pertinent information showing that the quantities of substances or pollutants have not been, nor will be, increased as a result of the

conservation steps. After such a showing is deemed satisfactory, the superintendent may adjust the discharge restrictions, which have been based on concentrations, to reflect the conservation steps.

Sec. 118-124. - Information requirements.

(a) All industrial users shall file with the city all wastewater information deemed necessary by the superintendent for determination of compliance with this article, the city's NPDES permit conditions, and state and federal law. Such information shall be provided by completion of a questionnaire designed and supplied by the superintendent, and by supplements thereto as necessary.

(b) A person who owns, operates or occupies properties designated as an industrial user at more than one location shall submit separate information for each location as may be required by the superintendent.

Sec. 118-125. - Wastewater monitoring facilities.

(a) When required by the superintendent, the owner of any property serviced by a building sewer carrying industrial user wastewater discharge shall provide suitable access and necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurements of the wastewater. Such access shall be in a readily and safely accessible location and shall be provided in accordance with plans approved by the superintendent. The access shall be provided and maintained at the owner's expense so as to be safe and accessible at reasonable times.

(b) The superintendent shall consider such factors as the volume and strength of discharge, rate of discharge, quantities of toxic materials in the discharge, wastewater treatment facility removal capabilities, and cost effectiveness in determining whether access and equipment for monitoring an industrial user discharge shall be required.

(c) When the superintendent determines access and equipment for monitoring and measuring an industrial user wastewater discharge are not practicable, reliable or cost effective, the superintendent may specify alternative methods of determining the characteristics of the wastewater discharge that will, in the superintendent's judgment, provide an equitable measurement.

Sec. 118-126. - Acceptance of restricted wastes; pretreatment requirements.

(a) *Acceptance of restricted wastes.* If any waters or wastes are discharged or are proposed to be discharged into the city's sewers which contain any quantity of substance having the characteristics described in section 118-102 and/or are in violation of the standards of pretreatment provided in chapter 1, EPA Rules and Regulations, subchapter D, Water Programs Part 403, Pretreatment Standards, Federal Register Volume 46, No. 18, Wednesday, January 26, 1981, and any amendments thereto, and which, in the judgment of the superintendent, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise may create hazard to life or constitute a public nuisance, the superintendent may:

(1) Reject the wastes;

(2) Require, at the owner's expense, pretreatment facilities to reduce objectionable characteristics or constituents to within the maximum limits provided for in section 118-102 and/or federal, state or local pretreatment standards; and/or

(3) Require control over the quantities and rates of discharge.

(b) *Design and installation.* If the superintendent permits the pretreatment or equalization of waste flows, the design and installation of the pretreatment facilities shall be at the owner's expense. Construction drawings, specifications and other pertinent data shall be submitted for the approval of the superintendent and the state. No construction of such facilities shall be commenced until such approvals are obtained in writing. Construction shall be in accordance with the approval plans.

(c) *Maintenance.* Where pretreatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner, at his expense.

(d) *Publication of list of users in significant noncompliance.* The superintendent shall publish annually, in the largest daily newspaper published in the city, a list of users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. As used in this subsection, the term "significant compliance" shall mean:

(1) Chronic violations of wastewater discharge limits, defined for purposes of this section as those in which 66 percent or more of wastewater measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude), a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 118-102;

(2) Technical review criteria (TRC) violations, defined for purposes of this section as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 118-102, the daily maximum limit or the average limit multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Requirement as defined by Section 118-102 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Superintendent determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the superintendent's exercise of his emergency authority to halt or prevent such a discharge;

(5) Any other violation of a Pretreatment Standard or Requirement as defined by this article (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Superintendent determines has caused, alone or in combination with other discharges,

Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(6) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction or attaining final compliance;

(7) Failure to provide, within 30 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(8) Failure to accurately report noncompliance; or

(9) Any other violation which, which may include a violation of Best Management Practices, the superintendent determines will adversely affect the operation or implementation of the local pretreatment program.

Sec. 118-127. - Private waste treatment facilities.

(a) In lieu of introducing untreated or partially treated industrial wastes and polluted waters into the sewers of the city, the owner of the premises producing such wastes may, if approved by the state clean water commission, construct and operate, at his expense, private waste treatment facilities, with the effluent discharged into a natural outlet. The design and operation of such facilities shall continuously produce an effluent which will not create a public nuisance. Construction drawings, specifications and other pertinent information relating to such proposed treatment facilities shall be prepared by the owner, at his expense, and shall be submitted to the superintendent and the state clean water commission, and no construction of such facilities shall be commenced until such approvals are obtained in writing. Construction shall be in accordance with such approved plans.

(b) Where such private waste treatment facilities are provided, they shall be maintained continuously in satisfactory and effective operation by the owner, at his expense.

Sec. 118-128. - Interceptors.

Grease, oil and sand interceptors shall be provided at the owner's expense when, in the opinion of the superintendent, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the superintendent and shall be so located as to be readily and easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired by the User at their expense.

Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

Sec. 118-129. - User reports.

(a) *User questionnaire.*

(1) When required by the superintendent, the following users shall submit applicable user questionnaires to the superintendent on forms provided by the superintendent:

a. Any user who discharges wastewater to the city's wastewater system or stormwater system, or to a watercourse, and who consumes at least 500,000 gallons of water in any calendar month.

b. Any user who discharges or may discharge toxic substances.

c. Any user subject to federal categorical pretreatment standards.

d. Any user required to pretreat wastewater in accordance with division 5 of this article.

e. Any user who discharges radioactive materials.

f. Any other user not previously listed in this subsection when the superintendent determines that such information is required to ensure the city's compliance with any state or federal regulation or with the provisions of this article.

(2) Any user who has previously submitted a user questionnaire may be required to submit a new questionnaire at any time the superintendent determines such information is necessary to ensure the city's compliance with any state or federal regulations or with any provisions of this article. Unless so requested by the superintendent, a user who submitted a questionnaire prior to enactment of the ordinance from which this article is derived is not required to submit a new questionnaire.

(b) *Baseline monitoring report.*

Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the Superintendent a report which contains the information listed in paragraph (2), below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the Superintendent a report which contains the information listed in paragraph (2), below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(1) Users described above shall submit the information set forth below.

a. All information required in Section 118-152(a)(1), (11), (15), and (17).

b. Measurement of pollutants.

1. The User shall provide the information required in Section 118-152 (5) a through d.

2. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

3. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

4. Sampling and analysis shall be performed in accordance with Section 118-208;

5. The Superintendent may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

6. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

c. Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in by this article and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

d. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 118-129(g) of this article.

e. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 118-182(a) of this article and signed by an Authorized Representative as defined in this article.

(c) *Ninety-day compliance report.* When required by the superintendent, within 90 days following the date for final compliance with applicable categorical pretreatment standards (CPS) or following commencement of introduction of wastewater from a new source into

the city's system, any industrial user subject to the standards shall submit a report to the superintendent which contains the information required by 40 CFR 403.12(b). Ninety-day CPS compliance reports must be signed and certified in accordance with 40 CFR 403.12(1).

(d) *Self-monitoring reports.*

(1) When required by the superintendent or by state or federal regulations, any user who discharges any wastewater or stormwater to the city's system shall submit to the superintendent self-monitoring reports identifying the nature and concentration or mass of prohibited or regulated substances in discharges from regulated processes or from the user's premises. The results shall be reported as concentration if the pollutant limits are given in concentration terms and shall be reported as mass if the pollutant limits are given as mass. The report shall include a record of all measured or estimated average and maximum daily flows during the reporting period. Other information may be required based upon applicable state and federal regulations. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Superintendent or the Pretreatment Standard necessary to determine the compliance status of the User**.** The reporting period shall be determined by the superintendent based upon the quantity or characteristics of the discharge or the requirements of the state or federal regulations. All sampling and analyses performed to satisfy this monitoring requirement shall be performed in accordance with the provisions of 40 CFR part 136, and amendments thereto. Self-monitoring reports must be signed and certified in accordance with Section 118-182(a) of this article.

(2) The City may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. This authorization is subject to the following conditions:

a. The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.

b. The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Section 118-152(a)(18).

c. In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one sampling of the facility’s process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.

d. The request for a monitoring waiver must be signed by the Authorized or Duly Authorized Representative of the User and include the certification statement in 118-182(a) (40 CFR 403.6(a)(2)(ii)).

e. Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.

f. Any grant of the monitoring waiver by the Superintendent must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Superintendent for 3 years after expiration of the waiver.

g. Upon approval of the monitoring waiver and revision of the User's permit by the Superintendent, the Industrial User must certify on each report with the statement in Section 118-182(c) below, that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.

h. In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of Section 118-182(a), or other more frequent monitoring requirements imposed by the Superintendent and notify the Superintendent.

i. This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

(3) If a user performs monitoring using the methods specified in 40 CFR part 136 more often than required by the superintendent, the results of all such additional monitoring and any additional flow measurements shall be reported to the superintendent at least quarterly.

(4) If any sampling performed by a user using the methods specified in 40 CFR part 136 indicates a violation of any pretreatment limitation, the user shall notify the superintendent within one business day of becoming aware of the violation. The user shall resample the discharge and shall submit the results of the resampling to the superintendent within 30 days of becoming aware of the violation.

(5) The provisions of 40 CFR 403.12(O)(2) require industrial users subject to reporting requirements to retain for a minimum of three years any records of monitoring activities and results, and users shall make such records available for inspection and copying by the POTW.

(6) All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its

monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

(e) *Production reports.*

(1) All users subject to production-based discharge limitations shall submit to the superintendent periodic reports on production rates. The first report shall be submitted within 90 days following the date for final compliance with applicable categorical pretreatment standards or following commencement of discharge from a new source into the city's system. Thereafter, the reports shall be submitted semiannually at the time specified by the superintendent. Users for which equivalent mass or concentration limits have been established by the superintendent in accordance with section 118-184 shall report a reasonable measure of the user's longterm average daily production rate. For the initial report, the longterm average daily production rate should be based upon a minimum of one recent year's historical data, if available, or upon well-documented projections if such data is not available. Subsequent reports shall contain actual average daily production rates during the reporting period. All other users subject to production-based discharge limitations shall report the actual daily production rates during the reporting period.

(2) Any user for which the superintendent has converted production-based discharge limitations to equivalent mass or concentration limits shall notify the superintendent within two business days after the user has a reasonable basis to know that the average daily production rate will significantly change within the next calendar month.

(f) *Reports of new or increased discharge.* Any user planning a significant new or increased discharge shall notify the superintendent at least ten business days prior to the date of the planned increase or addition. A significant increase is defined as a 20 percent or greater increase in the volume or concentration of the discharge. The superintendent may exercise the authority granted in section 118-181 to impose conditions on the proposed increase or addition.

(g) *Compliance schedule progress reports.*

The following conditions shall apply to the compliance schedule required by Section 118-129(b)(2)d of this article:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine (9) months;

(3) The User shall submit a progress report to the Superintendent no later than fourteen (14) days following each date in the schedule and the final date of compliance

including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

(4) In no event shall more than nine (9) months elapse between such progress reports to the Superintendent.

(h) *Notification of problem discharge.*

(1) *Unanticipated discharge.*

a. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Superintendent of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

b. Within five (5) days following such discharge, the User shall, unless waived by the Superintendent, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this article**.**

c. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph a, above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

d. Significant Industrial Users are required to notify the Superintendent immediately of any changes at its facility affecting the potential for a Slug Discharge.

(2) *Anticipated discharge.* If a user anticipates a need for a pretreatment facility or treatment facility bypass which may cause pretreatment or treatment standards or requirements to be violated, the user shall notify the superintendent prior to commencing the bypass. An anticipated bypass will be allowed only when the conditions specified in section 118-102 have been satisfied.

(i) *Hazardous waste discharge report.*

(1) Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if

otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 118-129(m) of this article. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sections 118-129 (b), (d), and (k) of this article.

(2) Dischargers are exempt from the requirements of paragraph (1), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify [the Superintendent], the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable Federal or State law.

(j) *Reports by private treatment facilities.* Any person who operates a wastewater system or wastewater treatment facility or who discharges any wastewater, cooling water, stormwater or unpolluted water into any watercourse within the city shall furnish such reports as may be required by the superintendent for ascertaining compliance with this article.

(k) *Reports on Compliance with Categorical Pretreatment Standard Deadline.* Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Superintendent a report containing the information described in Section 118-152(a)(5) and (17) and 118-129(b)(2)b of this article. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 118-121(a). This report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 118-182(a) of this article. All sampling will be done in conformance with Section 118-208.

(l) *Reports of Changed Conditions*

(1) Each User must notify the Superintendent of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least 45 days before the change.

a. The Superintendent may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 118-152 of this article.

b. The Superintendent may issue an individual wastewater discharge permit under Section 118-155 of this article or modify an existing wastewater discharge permit Section 118-153 of this article in response to changed conditions or anticipated changed conditions.

(m) *Reports from Unpermitted Users*

(1) All Users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the Superintendent as the Superintendent may require.

(n) *Date of Receipt of Reports*. Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(o) *Recordkeeping.* Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 118-184(3). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were

performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least five (5) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Superintendent.

(p) *Chain-of Custody Forms.* Users shall submit chain of custody forms for all monitoring data.

Sec. 118-130. - Control manhole and sampling equipment.

(a) The city shall require to be provided and operated, at the significant industrial user's own expense, a control manhole to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The control manhole shall normally be situated on the user's premises, but the city may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

(b) There shall be ample room in or near such control manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility and sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

(c) Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the city's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the city.

Sec. 118-131. - Accidental discharge/slug control plan.

(a) At least once every two years, the superintendent shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan or other action to control Slug Discharges. The superintendent may require any user to develop, submit for approval and implement such a plan. Alternatively, the superintendent may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the superintendent of any accidental or slug discharge, as required by section 118-132; and

(4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include but are not limited to inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(b) Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the city before construction of the facility. No user who commences contribution to the POTW after November 1, 1984, shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the city. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the user's facilities as necessary to meet the requirements of this section.

Sec. 118-132. - Notification of accidental discharge.

(a) Any spill or accidental discharge of wastes which may create an explosion hazard in the sewage works or in any way have a deleterious effect upon the works or the treatment process, or constitute a hazard to human beings, animals or the receiving stream, shall be immediately reported to the superintendent by the person responsible for such spill or accidental discharge.

(b) Such notification shall set forth the time and place of the spill or discharge, the type and quantity of material included in the waste, and actions taken to stop the spill or discharge.

(c) It shall be the responsibility of each person having knowledge of the spill or accidental discharge to have available, insofar as practicable and reasonable, the following information:

(1) Potential toxicity in water to human beings, animals and aquatic life.

(2) Suggestions on safeguards or other precautionary measures to nullify the toxic effects of such waste.

(d) It shall be the responsibility of each person responsible for the spill or accidental discharge to provide the superintendent with written verification of what measures are to be taken to prevent a recurrence of any such spill or accidental discharge. Such information shall be in the hands of the superintendent within seven days after the spill or accidental discharge occurred. This report shall also include a description of the cause of the spill or accidental discharge. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this article or other applicable law.

Sec. 118-133. - Confidential information.

Information and data obtained from applications, questionnaires, permits, monitoring programs and inspections and any other required reports or documents under this article shall be available for inspection by the public or any government agency without restriction, unless a user specifically states that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. Any information submitted to the superintendent may be claimed as confidential in accordance with applicable federal regulations. Any claim of confidentiality must be made at the time of submittal by stamping the words "Confidential Business Information" on each page containing such information. When requested by the user furnishing the report, the portion of a report which

might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available upon written request to governmental agencies for uses related to regulation of the user's discharge; subject, however, to the confidentiality provisions of 40 CFR part 2, which are incorporated by this reference as applicable to the city to the same extent part 2 is applicable to the EPA, or any applicable state law. If a party to any judicial or administrative proceeding or any court or any administrative agency (except as specified in this section) demands or subpoenas or orders the production of any such confidential information, the city shall immediately notify the person who supplied such information so that the person shall have the opportunity to secure judicial or administrative relief to preserve such confidentiality. Unless such person gets such relief, the city will comply with such demand, subpoena or order if it is legally required to do so. Wastewater constituents and characteristics will not be recognized as confidential information. Persons, other than authorized representatives of the United States Environmental Protection Agency or the state department of natural resources, requesting to review information and data, must do so in writing and must pay all applicable costs associated with the preparation and copying of such information and data.

Secs. 118-134—118-150. - Reserved.

Subdivision II. - Permit

Sec. 118-151. - Required.

(a) Individual Wastewater Discharge Permit Requirement

(1) No significant industrial user shall be allowed to discharge any wastes into city sewers after November 1, 1984, without a valid industrial discharge permit obtained from the ~~director of public works~~ Superintendent, except that a Significant Industrial User that has filed a timely application pursuant to Section 118-151(b) of this article may continue to discharge for the time period specified therein.

(2) The Superintendent may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this article.

(3) Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions set out this article. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

(b) Individual Wastewater Discharge Permitting: Existing Connections

(1) Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this article and who wishes to continue such discharges in the future, shall, within 30 days after said date, apply to the Superintendent for an individual wastewater discharge in accordance with Section 118-152 of this article, and shall not cause or allow discharges to the POTW to

continue after 30 days of the effective date of this article except in accordance with an individual wastewater discharge permit issued by the Superintendent.

(c) Individual Wastewater Discharge Permitting: New Connections

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit in accordance with Section 118-152 of this article, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

Sec. 118-152. - Application; issuance.

(a) Application for an industrial discharge permit shall be made by the owner or his agent on a special form provided by the city. Existing users classified as a significant industrial user shall file the completed application no later than October 1, 1984. New users that may be classified as significant industrial users must file a completed application at least 90 days prior to connecting to or contributing to the city sewers. The following information, in units and terms appropriate for evaluation, shall be included in the application:

(1) Name, address and standard industrial classification number of the facility, including the name of the operator and owner. Contact information, description of activities, facilities, and plant production processes on the premises.

(2) Signature and title of the official completing the application.

(3) Location of plant.

(4) Manufacturing or service activity conducted at the plant, including all materials which are or could be discharged.

(5) Wastewater constituents and characteristics, including but not limited to those mentioned in section 118-102, as determined by a reliable analytical laboratory, and the following:

a. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW. Type and amount of raw materials processed (average and maximum per day).

b. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

c. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Superintendent, of regulated pollutants in the discharge from each regulated process.

d. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

e. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 118-208 of this article. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Superintendent or the applicable Standards to determine compliance with the Standard.

f. Sampling must be performed in accordance with procedures set out in Section 118-208 of this article.

(6) Time and duration of contribution.

(7) Average daily and three-minute peak wastewater flow rates, including daily, monthly and seasonal variations if any.

(8) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation. Also included should be a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

(9) Where known, the nature and concentration of any pollutants in the discharge which are limited by any city, state or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet the applicable pretreatment standards.

(10) If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall be no later than the compliance date established for the pretreatment standard. The following conditions shall apply to this compliance schedule:

a. A schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standard, e.g., hiring an engineer, completing preliminary plans, executing contracts for major components, commencing construction, completing construction, etc.

b. No increment referred to in subsection (10)a of this subsection shall exceed nine months.

c. Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the superintendent, including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for the delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the superintendent.

(11) Each product produced, by type, amount, process and rate of production.

(12) Number of employees in each plant, by shifts. Hours of operation and proposed or actual hours of operation.

(13) Source of water supply at each plant and the volume of water used by each plant daily, specified as to each source.

(14) Description of raw water treatment and/or industrial waste pretreatment facilities currently in use.

(15) A list of any environmental control permits held by or for the facility.

(16) The location for monitoring all wastes covered by the permit.

(17) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 118-121(a)(3) (40 CFR 403.6(e)).

(18) Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 118-129(d)(2) [40 CFR 403.12(e)(2)].

(19) Any other information as may be deemed by the city to be necessary to evaluate the permit application.

(b) Permit Decisions

The city will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the city may issue an industrial discharge permit, subject to the terms and conditions provided in this article. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

(c) Applications and Signatories

(1) All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 118-182.

(2) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Superintendent prior to or together with any reports to be signed by an Authorized Representative.

(3) A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent must annually submit the signed certification statement in Section 118-182.

Sec. 118-153. - Modifications.

(a) Within nine months of the promulgation of a federal categorical pretreatment standard, the industrial discharge permit of significant industrial users subject to such standards shall be revised to require compliance with such standard within the timeframe prescribed by such standard. Where a significant industrial user subject to a federal categorical pretreatment standard has not previously submitted an application for an industrial discharge permit as required by section 118-151, the significant industrial user shall apply for an industrial discharge permit within 180 days after the promulgation of the applicable federal categorical pretreatment standard. In addition, the significant industrial user with an existing industrial discharge permit shall submit to the superintendent, within 180 days after the promulgation of an applicable federal categorical pretreatment standard, the information required by section 118-152(a)(9) and (10).

(b) The Superintendent may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements.

(2) To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance.

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.

(4) Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;

(5) Violation of any terms or conditions of the individual wastewater discharge permit.

(6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting.

(7) Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13. EPA regulations at 40 CFR 403.13 authorize a CIU to obtain a variance from a categorical Pretreatment Standard if the CIU can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical Pretreatment Standard.

(8) To correct typographical or other errors in the individual wastewater discharge permit; or

(9) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 118-156.

Sec. 118-154. - Conditions.

(a) An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Superintendent to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Individual wastewater discharge permits must contain:

a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;

b. A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 118-156 of this article, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

c. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

d. Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

e. The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Section 118-129(d)(2).

f. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

g. Requirements to control Slug Discharge, if determined by the Superintendent to be necessary.

h. Any grant of the monitoring waiver by the Superintendent must be included as a condition in the User's permit.

(b) Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(5) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

(6) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

(7) A statement that compliance with the individual wastewater discharge permit not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit and

(8) Other conditions as deemed appropriate by the Superintendent to ensure compliance with this article, and State and Federal laws, rules, and regulations.

When requested by the Superintendent, a User must submit information on the nature and characteristics of its wastewater within 30 days of the request. The Superintendent is authorized to prepare a form for this purpose and may periodically require Users to update this information.

Sec. 118-155. - Term; renewal.

Industrial discharge permits shall be issued for a period of time as specified by the superintendent but shall not exceed 5 years from the effective date of the permit. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of 60 days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the city during the term of the permit as limitations or requirements are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least 30 days prior to the effective date of the change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

Sec. 118-156. - Transfer.

(a) Industrial discharge permits are issued to a specific user for a specific operation. An industrial discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the city. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit. Permittee shall give the Superintendent 90 days advanced notice for approval of the permit transfer. The notice to the Superintendent must include a written certification by the new owner or operator which:

(1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

Failure to provide advance notice of a transfer renders the individual wastewater discharge permit void as of the date of facility transfer.

Sec. 118-157. - Payment of costs of extra sampling and testing.

(a) It is the purpose of this section to provide for the recovery from significant industrial users of the costs incurred by the city for the implementation and continued operation of the industrial pretreatment program.

(b) Should additional sampling and testing be required of a significant industrial user's discharge above and beyond that anticipated, the costs to the city for the additional sampling and testing shall be paid by the significant industrial user. Costs for the additional sampling and testing shall be billed to the significant industrial user at a rate equal to the actual cost to the city. This additional cost will be included in the industrial pretreatment monitoring charges.

Secs. 118-158—118-180. - Reserved.

DIVISION 5. - PRETREATMENT

Sec. 118-181. - Generally.

(a) The superintendent should initially rely on the federal categorical pretreatment standards as provided in section 118-121 to protect wastewater facilities or receiving waters; however, if any wastewater that contains substances or characteristics shown to have deleterious effect on the wastewater facilities, processes, equipment or receiving waters, or that constitutes a public nuisance or hazard, is discharged or proposed for discharge to the wastewater sewers, the superintendent may:

(1) Require pretreatment to a condition acceptable for discharge to the wastewater sewers;

(2) Require control over the quantities and rates of discharges;

(3) Require payment to cover the added cost of handling and treating the wastewater not covered by existing fees and charges;

(4) Require the development of compliance schedules to meet any applicable treatment requirements;

(5) Require the submission of reports necessary to ensure compliance with applicable pretreatment requirements;

(6) Carry out all inspection, surveillance and monitoring necessary to determine compliance with applicable pretreatment requirements;

(7) Obtain remedies for noncompliance by any user. Such remedies may include injunctive relief, the civil penalties specified in division 2 of this article, or appropriate criminal penalties; or

(8) Reject the wastewater if scientific evidence indicates the discharge will create unreasonable hazards or have unreasonable deleterious effects on the wastewater facilities.

(b) When considering the alternatives listed in subsection (a) of this section, the superintendent shall ensure that conditions of the city's NPDES permit are met. The superintendent shall also consider the cost effectiveness and economic impact of the alternatives on the equalization of wastewater flows. The installation of necessary facilities shall be subject to review. The superintendent shall review and recommend any appropriate changes to the program.

(c) Where pretreatment or flow-equalizing facilities are provided or required for any wastewater, they shall be maintained continuously in satisfactory and effective operation, at the owner's expense.

Sec. 118-182. - Certification of compliance.

(a) Certification of Permit Applications, User Reports and Initial Monitoring Waiver—The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 118-152; Users submitting baseline monitoring reports under Section 118-129(b)(2)e. Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 118-129(k). Users submitting periodic compliance reports required by Section 118-129(d)(1) through (2); and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 118-129(d)(2)d. The following certification statement must be signed by an Authorized Representative as defined in this article:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are

significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(b) Annual Certification for Non-Significant Categorical Industrial Users—A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent as defined by this article and 118-152(c)(3) must annually submit the following certification statement signed in accordance with the signatory requirements for the Authorized or Duly Authorized Representative of the User. This certification must accompany an alternative report required by the Superintendent:

> Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:
>
> (a) The facility described as _____
> [facility name] met the definition of a Non-Significant Categorical Industrial User as described in this article.
>
> (b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.
>
> This compliance certification is based on the following information.
>
> _____
>
> _____

(c) Certification of Pollutants Not Present

(1) Users that have an approved monitoring waiver based on Section 118-129(d)(2) must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User.

> Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 118-129(d)(1).

Sec. 118-183. - Monitoring requirements.

Discharge of wastewater to the city's wastewater facilities from the facilities of any user shall be monitored in accordance with 40 CFR 403.12(g) and the provisions of section 118-125.

Sec. 118-184. - Discharge limitations.

The limitations for quantities and/or concentrations of pollutants contained in this section pertain to all users who discharge to the POTW.

(1) *Categorical pretreatment standards.* Any industrial user having process waste streams which are subject to any federal categorical pretreatment standards, either currently in effect or promulgated or modified after the effective date of the ordinance from which this article is derived, shall comply with the requirements of such standards. All categorical pretreatment standards established pursuant to 40 CFR, chapter I, subchapter N, are hereby incorporated by reference and are fully enforceable under this article the same as if fully set out in this article. Limitations established in such standards shall apply to the treated effluent or, if no treatment is provided, to the untreated effluent from the processes regulated by the standard, unless otherwise specified by the standard. When the limits in a categorical pretreatment standard are production based, the superintendent may convert the limits to an equivalent mass or concentration for purposes of calculating effluent limitations applicable to individual users. Where regulated process effluent cannot be sampled prior to mixing with other waste streams, alternative limits for the mixed effluent may be established by the superintendent using the combined waste stream formula, subject to the provisions of 40 CFR 403.6(e). All users subject to categorical pretreatment standards are also obligated under federal law to comply with the POTW's discharge limitations specified in this section. When a pollutant in a user's discharge is subject to both a limit from a categorical pretreatment standard and a local limit at the same sampling point, the most strict limit shall apply.

(2) *Local limitations.* The Superintendent is authorized to establish Local Limits pursuant to 40 CFR 403.5(c). The following pollutant limits are established to protect against Pass Through and Interference. The City will develop the permit limitations for all users that meet the definition of S.I.U. as defined by this article. The sum total per day of each permitted Local Limit shall not exceed the mass in the table below. The Table of Total Mass Allowable is as follows:

Total Mass Allowable (lbs) from S.I.U.'s per Day Discharging to the Turkey Creek WWTP

Pollutant	**Maximum Allowable Industrial Load (lb/day)**
Ag	4.50
As	1.13
Cd	0.28
CN	0.93
Cr	33.27
Cu	4.89
Hg	0.16
Mo	1.02
Ni	6.62
Pb	1.10

Se	0.75
Zn	10.71
BOD(5)	12,740
TSS	10,013
TKN	2,344

Total Mass Allowable (lbs) from S.I.U.'s per Day Discharging to the Shoal Creek WWTP

Pollutant	**Maximum Allowable Industrial Load (lb/day)**
Ag	3.63
As	0.60
Cd	0.33
CN	1.01
Cr	13.67
Cu	6.73
Hg	0.35
Mo	0.51
Ni	5.81
Pb	0.76
Se	0.84
Zn	6.71
BOD(5)	12,581
TSS	8,758
TKN	935

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Superintendent may impose mass limitations in addition to the concentration-based limitations above. Local limits are subject to change as local environmental conditions change. All changes to Local Limits shall be approved by the Missouri Department of Natural Resources.

Excursions may be allowed pursuant to the continuous monitoring provisions of section 118-103.

(3) The Superintendent may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits to implement Local Limits and the requirements of Section 118-102.

Secs. 118-185—118-200. - Reserved.

DIVISION 6. - RATES AND CHARGES

Sec. 118-201. - Generally.

Sewer service charges are hereby levied against every residential, commercial, industrial and governmental user connected to public sewers in accordance with the rate recommendation documented in the 2019 Burns and McDonnell rate study, said rate study is incorporated herein by reference as Appendix 1. The proceeds of such charges so derived will be used first, for the purpose of retiring the debt for the public wastewater treatment works and then for the purpose of operation, maintaining and replacing the sewer system and equipment.

Sec. 118-202. - Rates and surcharges.

(a) All residential, commercial, industrial and governmental establishments shall be charged for sewer service in accordance with the following rate table. The sewer service charge shall consist of a monthly facility charge based upon the size of water meter plus a charge based upon the gallons of water used per month. The charges shall become effective on the dates listed in the table. The rate effective on April 1, 2020, shall be effective thereafter until changed.

RATE TABLE I

¾ Inch Meter or Smaller

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	31.56	41.03	2.07	2.69
April 1, 2020	33.14	43.08	2.17	2.82
January 1, 2021	34.80	45.23	2.28	2.96
January 1, 2022	36.54	47.49	2.39	3.11
January 1, 2023	38.37	49.86	2.51	3.27
January 1, 2024	40.29	52.35	2.64	3.43

1 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	40.51	52.66	2.07	2.69

April 1, 2020	42.54	55.29	2.17	2.82
January 1, 2021	44.67	58.05	2.28	2.96
January 1, 2022	46.90	60.95	2.39	3.11
January 1, 2023	49.25	64.00	2.51	3.27
January 1, 2024	51.71	67.20	2.64	3.43

1½ Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	62.94	81.82	2.07	2.69
April 1, 2020	66.09	85.91	2.17	2.82
January 1, 2021	69.39	90.21	2.28	2.96
January 1, 2022	72.86	94.72	2.39	3.11
January 1, 2023	76.50	99.46	2.51	3.27
January 1, 2024	80.33	104.43	2.64	3.43

2 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	89.92	116.77	2.07	2.69
April 1, 2020	94.31	122.61	2.17	2.82
January 1, 2021	99.03	128.74	2.28	2.96

January 1, 2022	103.98	135.18	2.39	3.11
January 1, 2023	109.18	141.94	2.51	3.27
January 1, 2024	114.64	149.04	2.64	3.43

3 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	152.56	198.33	2.07	2.69
April 1, 2020	160.19	208.25	2.17	2.82
January 1, 2021	168.20	218.66	2.28	2.96
January 1, 2022	176.61	229.59	2.39	3.11
January 1, 2023	185.44	241.07	2.51	3.27
January 1, 2024	194.71	253.12	2.64	3.43

4 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	242.13	314.77	2.07	2.69
April 1, 2020	254.24	330.51	2.17	2.82
January 1, 2021	266.95	347.04	2.28	2.96
January 1, 2022	280.30	364.39	2.39	3.11
January 1, 2023	294.32	382.61	2.51	3.27

January 1, 2024	309.04	401.74	2.64	3.43

6 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	466.20	606.06	2.07	2.69
April 1, 2020	489.51	636.36	2.17	2.82
January 1, 2021	513.99	668.18	2.28	2.96
January 1, 2022	539.69	701.59	2.39	3.11
January 1, 2023	566.67	736.67	2.51	3.27
January 1, 2024	595.00	773.50	2.64	3.43

(b) A surcharge rate is established for each user which discharges wastewater into the city treatment works which contains excess strength biochemical oxygen demand (BOD) and total suspended solids (TSS). Excess strength BOD and TSS are defined as wastewater with a BOD concentration in excess of 2.5 lb./1,000 gallons or a TSS concentration in excess of 2.5 lb./1,000 gallons. Surcharges for BOD and TSS shall be paid at the rates established in Rate Table II, and shall be paid in addition to the normally established rates listed in Rate Table I. The charges shall become effective on the dates listed in the table and shall be applicable through the subsequent year. The rate effective on April 1, 2020 shall be effective thereafter until changed.

RATE TABLE II

Effective Date	BOD Surcharge Rate Per Pound		SS Surcharge Rate Per Pound	
	In City	Out of City	In City	Out of City
Present Rate	0.87	1.13	0.53	0.69
April 1, 2020	0.91	1.19	0.56	0.72
January 1, 2021	0.96	1.25	0.59	0.76

January 1, 2022	1.01	1.31	0.62	0.80
January 1, 2023	1.06	1.38	0.65	0.84
January 1, 2024	1.11	1.45	0.68	0.88

(c) In addition to any fee or surcharge described hereinabove, any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost or operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

Sec. 118-203. - Basis for computation.

Sewer service charges for residential establishments shall be based upon the average consumption for the months of December, January and February and shall be billed monthly for the 12-month period beginning in April of each year on the basis of said average monthly water consumption for the immediately preceding months of December, January, and February.

For any residential customer that did not occupy said residence during the months of December, January, and February, a city-wide average shall be billed monthly for the 12-month period beginning in April of each year. The city-wide average shall be adjusted annually based on the actual average consumption of residential customers.

Residential sewer service charges based upon the average consumption for a user at a location less than a full month shall be prorated to the number of days the same user is at the same location.

Sec. 118-204. - Measurement of water consumption.

(a) The metered water consumption records of the Missouri American Water Company, or its successor, as shown by its monthly water bills, shall be used to determine the amount of water consumption of all residential, commercial or industrial establishments and governmental establishments supplied with water by the Missouri American Water Company, or its successor, for the purpose of computing sewer service charges under the provisions of this division.

(b) All residential, commercial or industrial, and governmental establishments supplied with water from sources other than the Missouri American Water Company, or its successor, shall furnish evidence satisfactory to the city, of the monthly quantity of water consumption by such establishments from such other sources and in such cases the monthly sewer service charges shall be based upon such evidence; otherwise the city shall estimate the monthly water consumption of such establishments, and such computation shall constitute the basis for the monthly sewer service charge for such establishments.

Sec. 118-205. - Adjustments.

(a) *Low usage.* When any residential, commercial or industrial, or governmental establishment, using in excess of 1,000 gallons of water per month, furnishes the city with evidence satisfactory to the city that such establishment actually discharged into the public sewers in the preceding calendar year less than 90 percent of the water used by such establishment, the city may adjust the sewer service charges of such establishment for the next subsequent calendar year by computing same either on the basis of water discharged into the public sewers or by flat rate rather than on the amount of water consumption of such establishment.

(b) *Flooding.* When any residential, commercial industrial, or governmental establishment furnishes the city with evidence that it has been inundated or had a sewer backup caused by area flooding lasting more than 14 consecutive days after January 1, 2010, the city may adjust any bill on a pro-rated basis for the time sewer service was not available. The establishment must demonstrate that it has or will take steps to prevent sewer back flows due to flooding. Any request for adjustment must be filed within one year of the bill sought to be adjusted.

Sec. 118-206. - Billing and collection procedures.

(a) All sewer service charges shall be paid to the city, or its authorized agent, at the location or locations designated by the city. Sewer service charges shall be paid within 15 days of the date of their billing.

(b) Every sewer service charge specified in this section remaining unpaid for 25 days after the date of its billing may be increased by ten percent for the current month outstanding balance.

(c) Sewer services shall be deemed to be furnished to both the occupant and owner of all residential properties receiving sewer service, and the occupant and owner of such properties shall be severally and jointly liable to the city for payment of the charges for such service rendered on or to premises upon which such properties are located. If any bill for such services is not paid within 15 days from the date of such bill, the city may sue the occupant, the owner, or both, of the properties receiving such service, or for which such service has been made available, and receive any sums due for such services plus reasonable attorney's fees to be fixed by the court and the costs of such suit. In addition, the city may use other such means now or hereafter available to it under the statutes of Missouri and the ordinances of the city to effect the collection of any bill for sewer service remaining unpaid upon the expiration of 15 days from the date of such bill.

(d) In the event either the occupant or owner of property which receives sewer service furnished by the city has reason to dispute the amount or nature of any bill, the recipient shall be permitted to make payment under protest, provided that the recipient of service provides to the city at the time of payment the following information:

(1) The period of time for which the service is disputed.

(2) The reason for the dispute.

(3) The requested remedy.

Nothing contained herein shall in any way forgive or avoid any payment to the city as outlined in this chapter for sewer services. Upon receipt of any such payment under protest, the finance director in coordination with the city attorney shall respond in writing to the

recipient of the service with a response to their complaint and a copy shall be forwarded to the city manager and a reply shall be forthcoming within a reasonable period of time.

(e) In addition to any fees or charges established pursuant to this chapter, there shall be a fee for the termination of water service due to a delinquent sewer bill that remains unpaid or in arrears for at least 30 days. The fee shall be established by the water company for:

(1) Standard termination or restoration per metered connection, including unsuccessful attempts; and,

(2) After hours restoration per metered connection, including unsuccessful attempts.

(f) When the occupant of rental property is delinquent in payment of sewer fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than 90 days, the owner shall not be liable for sums due for more than 90 days of service. The city shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service.

Sec. 118-207. - Annual review and revision.

The city shall review annually the schedules of rates for sewer service charges, and revise the rates, if necessary, to generate adequate revenues to pay the costs of operation and maintenance, to promptly pay the principal of and interest on all bonds issued by the city which by their terms are payable solely from the revenues of the treatment works, and to maintain any special accounts created and established by the bond ordinance pursuant to which the bonds are issued.

Sec. 118-208. - Standards for measurements, tests and analyses.

(a) Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Superintendent or other parties approved by EPA.

(b) Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in Section (2) and (3) below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Superintendent. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

~~(3)~~ For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 118-129 (b) and (k) [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Superintendent may authorize a lower minimum. For the reports required by paragraphs Section 118-129(d) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

Sec. 118-209. - Unauthorized connection or reconnection.

No person shall tamper with any sewer line or other part of the city's sewerage system or make any connection to the system without written permission from the city, or reconnect service when service has been discontinued for nonpayment of a bill for service until such bill, including all disconnection and reconnection charges, has been paid in full.

Sec. 118-210. - Collection agent.

The city may contract, for a stated period of time and for a stated consideration and under such terms and conditions agreeable to the city, with any person for the preparation, mailing and collection, or for the mailing or collection, of bills for sewer service charges.

Sec. 118-211. - Hauled wastewater; fee.

Hauled wastewater may be introduced into the POTW pursuant to the provisions of Section 11989 and any other applicable provision of this Code. A fee of $0.04 shall be assessed for each gallon of hauled wastewater so introduced.

DIVISION 7. - BUILDING SEWERS

Footnotes:

Sec. 118-231. - Permit required.

No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public or district sewer or appurtenance thereof without first obtaining a written permit from the director of public works.

Sec. 118-232. - Classifications of permits.

In addition to the permit for private sewer disposal system, there shall be three types of building sewer permits as follows:

(1) For reconnection to public and district sewers.

(2) For a new sewer connection, either inside or outside city limits.

(3) For a sewer tap, either inside or outside city limits.

Sec. 118-233. - Application for permit.

Applications for either type of permit required by this division shall be made by the owner or his agent on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered necessary by the public works director.

Sec. 118-234. - Determination that property cannot be included in district sewer.

Permits to connect to public sewers shall be issued only to those applicants or their agents whose land or property cannot reasonably be included in a district sewer, as determined by the director of public works. In making such determination, the director of public works shall consider the availability of the public sewer system to the land in question, the cost to be incurred by the applicant, the effects on land and owners thereof in the general area, the fair and equal treatment of landowners in the general area, and the anticipated future sewage disposal requirements of land in the general area.

Sec. 118-235. - Permit fee, connection fee, and other sewer fees.

Fees.

(1) A sewer reconnection permit and inspection fee of $100.00 shall be charged for any sewer reconnection service inside the limits of the City of Joplin.

(2) A sewer reconnection permit and inspection fee of $125.00 shall be charged for any sewer reconnection service outside the limits of the City of Joplin.

(3) A sewer new connection permit and inspection fee of $300.00 shall be charged for any new sewer connection service inside the limits of the City of Joplin.

(4) A sewer new connection permit and inspection fee of $400.00 shall be charged for any new sewer connection service outside the limits of the City of Joplin.

(5) A sewer extension permit and inspection fee of $300.00 shall be charged for any new sewer extension inside the limits of the City of Joplin.

(6) A sewer extension permits and inspection fee of $400.00 shall be charged for any new sewer extension outside the limits of the City of Joplin.

(7) There shall be an additional fee of $200.00 as determined by the director of public works when sewer connection work as described in this section is performed on concrete and/or clay pipes.

(8) There shall be an additional sewer riser locate permit fee of $100.00 for city personnel to inspect or locate a sewer connection point to the city sewer main.

Sec. 118-236. - Liability for costs of installation and connection; indemnification of city.

All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Sec. 118-237. - Separate building sewer required for each building; exception.

A separate and independent building sewer shall be provided for every building; except, where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Sec. 118-238. - Use of old building sewers.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the director of public works, to meet all requirements of this division. Old building sewers not acceptable for reuse, and which will not be reconnected immediately, are required to be capped in a watertight manner sufficiently below grade to be permanent.

Sec. 118-239. - Specifications.

The size, slope, alignment and materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city.

Sec. 118-240. - Inspection; supervision of connection.

The applicant for the building sewer permit shall notify the director of public works when the building sewer is ready for inspection and connection to the public or district sewer. The connection shall be made under the supervision of the director of public works or his representative.

Sec. 118-241. - Excavations.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

Sec. 118-242. - Raising of manholes; access to lines and manholes.

It shall be the responsibility of the property owner, contractor or developer to raise manhole casings to conform to the finished ground elevation if the area is filled or reshaped to change the

depth of cover over sewer piping. Property owners or contractors shall provide access to sewer lines and sewer manholes. Access shall not be restricted by fences, shrubbery or buildings.

Sec. 118-243. - Sewer improvements by private contract.

The provisions of sections 106-64 and 106-65 shall be applicable to and shall govern sewer improvements by private contract.

Sec 118-244. - Sanitary sewer overflows.

The City of Joplin shall not be held liable for damages due to sanitary sewer overflows caused by rain events, as they are considered an act of God. It shall be the responsibility of the property owner, contractor or developer to construct and maintain adequate devices to protect the property from damage due to sanitary sewer overflows as a result of such events.

Secs. 118-245—118-274. - Reserved.

DIVISION 8. - ON-SITE DISPOSAL SYSTEMS

Sec. 118-275. - Director of public works to promulgate regulations.

The director of public works is hereby authorized and empowered to promulgate rules and regulations governing the construction, placement, and maintenance of on-site sewage disposal systems. Any and all rules and regulations promulgated by the director of public works shall substantially comply with those found in RSMo ch. 701 as may be amended from time to time and those found at 19 CSR 20-3.060, 19 CSR 20-3.070, and 19 CSR 20-3.080 as may be amended from time to time.

Secs. 118-276—118-300. - Reserved.

DIVISION 9. - ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Sec. 118-301. - General provisions.

a) *Findings of fact.* It is hereby determined that:

1) Federal regulations define an illicit discharge as "…any discharge to an MS4 that is not composed entirely of stormwater…" with some exceptions.

2) Illicit discharges are considered "illicit" because MS4s are not designed to accept, process, or discharge such non-stormwater wastes.

3) Illicit discharges result in untreated discharges that contribute high levels of pollutants, including heavy metals, toxics, oil and grease, solvents, nutrients, viruses and bacteria to receiving waterbodies.

b) *Purpose.* The purpose and intent of this division is to ensure the health, safety and general welfare of citizens of the City of Joplin through the regulation of non-stormwater discharges to the storm drain system to the maximum extent practicable BMPs and found them to be effective for the Joplin region and in accordance with current city codes, as required by federal and state law. This division establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with the requirements of the national pollutant discharge elimination system (NPDES) permit. The objectives of this division are:

1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges from any user,

2) To prohibit illicit connections and discharges to the municipal separate storm sewer system, and

3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this division.

4) Enforcement—See Section 16.

c) *Authority.* The City of Joplin, a Missouri Municipal Corporation.

d) *Applicability.* This division shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the City of Joplin.

Sec. 118-302. - Definitions.

Authorized enforcement agency means employees or designees of the City of Joplin designated to enforce this division.

Best Management Practices or BMP's means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 118-102(a) [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction activity means activities subject to NPDES construction permits, which generally include construction projects resulting in land disturbance of one acre or more, or less if part of a larger common project. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in section 118-307 of this division.

Illicit connections means an illicit connection is defined as any of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system; and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26 (b)(14).

MS4 means municipal separate storm sewer system; a municipality which has a sanitary sewer system and a stormwater sewer system so that the two systems are completely separate.

National pollutant discharge elimination system (NPDES) permit means a permit issued by EPA (or by a state under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinance, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm drain system means publicly-owned facilities by which stormwater is collected and/or conveyed, including but not limited to any road drainage systems, municipal street, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Stormwater pollution prevention plan (SWPPP) means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Sec. 118-303. - Applicability.

This division shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Sec. 118-304. - Responsibility for administration.

The City of Joplin shall administer, implement, and enforce the provisions of this division. Any powers granted, or duties imposed upon the authorized enforcement agency may be delegated in writing by the administrator of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

Sec. 118-305. - Severability.

The provisions of this division are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this division or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this division.

Sec. 118-306. - Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore, this division does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 118-307. - Discharge prohibitions.

a) *Prohibition of illegal discharges.* No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

b) The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

1) The following discharges are exempt from discharge prohibitions established by this division:

a. Landscape irrigation or lawn watering;

b. Diverted stream flows,

c. Rising groundwater;

d. Uncontaminated groundwater infiltration to storm drains;

e. Uncontaminated pumped groundwater;

f. Foundation or footing drains (not including active groundwater dewatering systems);

g. Uncontaminated water from crawl space/basement sump pumps;

h. Air conditioning condensation;

i. Springs;

j. Individual residential car washing as prescribed in article IV section 114-358(2).

k. Natural riparian habitat or wetland flows;

l. Flows through mine tailings;

m. Emergency fire-fighting activities; and

n. Any other water source not containing pollutants.

2) The following discharges are not exempt from discharge prohibitions established by this division:

a. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water.

1. However, planned discharges from potable water sources may be discharged to the MS4 provided that the city has determined that they are not substantial contributors of pollutants.

b. Swimming pool discharges.

1. Certain swimming pool discharges are permitted under the Missouri Department of Natural Resources' NPDES Industrial Permits;

2. Discharges from swimming pools not subject to Missouri Department of Natural Resources' NPDES Industrial Permits may be discharged to the MS4 provided that they are dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled.

c. Street and sidewalk wash water containing detergents, water used to control dust containing detergents, and routine external building wash down containing

detergents. (Also prohibited in City Code chapter 118 Utilities, article II Sewers and sewage disposal, section 118-86; and chapter 54 Environments, section 54-35(4).

1. Street and sidewalk wash water, water used to control dust, and routine external building wash down water may be discharged to the MS4 provided it does not contain detergents, streets and sidewalks are swept and material removed prior to washing. Active construction sites shall be scraped and swept daily prior to washing the street, as outlined in Appendix 29-F. Erosion and sediment control regulations section VI, 8. b. and c.

d. Discharges specified in writing by the City of Joplin as being necessary to protect public health and safety.

e. Dye testing is an allowable discharge but requires a written/verbal notification to the City of Joplin prior to the time of the test.

f. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the permitting authority, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

c) *Prohibition of illicit connections.*

1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. (Also prohibited in chapter 118 Utilities, article II Sewers and sewage disposal, section 118-86; and chapter 54 Environment, section 54-35(17).

2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

3) A person is considered to be in violation of this division if the person connects a line conveying sewage to the MS4 or allows such a connection to continue. (Also prohibited in chapter 118 Utilities, article II Sewers and sewage disposal, section 118-86; and chapter 54 Environment, section 54-35(17).

Sec. 118-308. - Suspension of MS4 access.

a) *Suspension due to illicit discharges in emergency situations.* The City of Joplin may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the state, or to minimize danger to persons.

b) *Suspension due to the detection of illicit discharge.*

1) Any person discharging to the MS4 in violation of this division may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Joplin will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

2) A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the City of Joplin.

Sec. 118-309. - Powers and authority of inspectors.

a) The City of Joplin inspector bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, records examination and copying, observation, measurements, sampling, and testing pertinent to discharge or potential to discharge, and for repair and maintenance to the municipal separate storm sewer system.

b) Information and data on a non-domestic source obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction, unless the non-domestic source specifically requests and is able to demonstrate to the satisfaction of the City of Joplin that the release of such information would divulge information, processes or methods of production entitled to protection as confidential information according to the criteria set forth in 40 CFR 2.208 and 2.302, as may be amended from time to time. When requested by the person furnishing a report, the portions of a report which might disclose confidential information shall not be made available for inspection by the public. Stormwater constituents and characteristics will not be recognized as confidential information. Information accepted by the City of Joplin as confidential shall be made available upon request to any agency meeting the requirements of section 308 of the Clean Water Act, including officers, employees or authorized representatives of the United States concerned with carrying out the Clean Water Act, bound by the confidentiality rules in 40 CFR Part 2, as may be amended from time to time.

c) While performing inspections the City of Joplin shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the authorized representative(s), and the City of Joplin shall indemnify the company against loss or damage to its property by City of Joplin employees and against liability claims and demands for personal injury or property damage asserted against the company by City of Joplin employees and growing out of the inspection and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

d) Unreasonable delays in allowing the City of Joplin access to the premises or other interference with the activities of the City of Joplin shall be a violation of this law. Access to property and/or records of a non-domestic source may not be refused on the basis that the City of Joplin refuses to sign any waiver, access agreement, or similar document.

e) If the City of Joplin has been refused access to a building, structure or property or any part thereof, and if the City of Joplin has demonstrated probable cause to believe that there may be a violation of this law or that there is a need to inspect as part of a routine inspection program of the City of Joplin to verify compliance with this law or any permit or order

issued hereunder, or to protect the environment and overall public health, safety and welfare of the community, then the City of Joplin will make an application to a court of competent jurisdiction for a search and/or seizure warrant describing therein the specific location subject to the warrant. The warrant application shall specify what, if anything, may be searched and/or seized on the property described. If granted by the court, such warrant shall be served at reasonable hours by the City of Joplin in the company of a uniformed officer of the law enforcement agency with jurisdiction over the property. In the event of an emergency affecting public health and safety, inspections may be made without the issuance of a warrant.

Sec. 118-310. - Industrial or construction site activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Joplin prior to the allowing of discharges to the MS4.

Sec. 118-311. - Monitoring of discharges.

a) *Applicability.* This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.

b) *Access to facilities.*

1) The City of Joplin shall be permitted to enter and inspect facilities subject to regulation under this division as often as may be necessary to determine compliance with this division. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.

2) Facility operators shall allow the City of Joplin ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.

3) The City of Joplin shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the City of Joplin to conduct monitoring and/or sampling of the facility's stormwater discharge.

4) The City of Joplin has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of Joplin and shall not be replaced. The costs of clearing such access shall be borne by the operator.

6) Unreasonable delays in allowing the City of Joplin access to a permitted facility is a violation of a stormwater discharge permit and of this division. A person who is the operator of a facility with an NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this division.

7) If the City of Joplin has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this division, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this division or any order issued hereunder, or to protect the environment and overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 118-312. - Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices.

The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural best management practices (BMPs). Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

Sec. 118-313. - Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. In addition, the owner or lessee shall maintain existing privately-owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Sec. 118-314. - Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of

such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Joplin within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Sec. 118-315. - Illegal dumping prohibited.

No person shall dump or otherwise deposit outside an authorized landfill or other authorized garbage or trash collection point, including but not limited to any grass clippings, leaves, motor oil, paint, wash water, chemicals, trash or garbage of any kind or description on any private or public property, occupied or unoccupied, with the potential to discharge to the municipal storm sewer system.

Sec. 118-316. - Enforcement.

(a) *Notice of violation.*

(1) When the Superintendent finds that a User has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Superintendent may serve upon that User a written Notice of Violation. Within 30 days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Superintendent. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Superintendent to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation. Such notice may require without limitation:

1) The performance of monitoring, analyses, and reporting;

2) The elimination of illicit connections or discharges;

3) That violating discharges, practices, or operations shall cease and desist;

4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

5) Payment of a fine to cover administrative and remediation costs; and

6) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

(2) If sampling performed by a User indicates a violation, the User must notify the Superintendent within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Superintendent within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User's facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.

(b) *Consent Orders.* The Superintendent may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 118-316(c) and (d) of this article and shall be judicially enforceable.

(c) *Compliance Orders.* When the Superintendent finds that a User has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Superintendent may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

(d) *Cease and Desist Orders.*

(1) When the Superintendent finds that a User has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Superintendent may issue an order to the User directing it to cease and desist all such violations and directing the User to:

a. Immediately comply with all requirements; and

b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 118-317. - Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within 15 days from the date of the notice of violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

Sec. 118-318. - Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within 15 days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Sec. 118-319. - Cost of abatement of the violation.

a) Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 15 days. Where a request has merit, the Superintendent may convene a hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The Superintendent may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

b) Any person violating any of the provisions of this division shall become liable to the City of Joplin by reason of such violation. The liability shall be paid in not more than 12 equal payments beginning 30 days following final notification of the abatement costs. Interest at the rate of ten percent per annum shall be assessed on the balance beginning on the first day following discovery of the violation.

c) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 118-320. - Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this division. If a person has violated or continues to violate the provisions of this division, the City of Joplin may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. The Superintendent may also seek

such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

Sec. 118-321. - Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this division, the City of Joplin may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Sec. 118-322. - Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this division is a danger to the environment and threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Sec. 118-323. - Criminal prosecution.

Any person who shall violate the provisions of this article shall be guilty of an ordinance violation and shall be subject to the penalties set forth in City Code section 1-5 General penalty; continuing violations; violations deemed public nuisance (a), (b), and (c).

Sec. 118-324. - Cost recovery.

The City of Joplin may recover all attorney's fees, court costs and other expenses associated with enforcement of this division, including sampling and monitoring expenses.

Sec. 118-325. - Remedies not exclusive.

The remedies provided for in this article are not exclusive. The Superintendent may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the Superintendent may take other action against any User when the circumstances warrant. Further, the Superintendent is empowered to take more than one enforcement action against any noncompliant User.

Sec. 118-326. - Adoption of ordinance.

The ordinance from which this division derived shall be in full force and effect immediately after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with the ordinance from which this division derived are hereby repealed.

Sec. 118-327. Regulation of Waste Received from Other Jurisdictions.

(a) If another municipality, or User located within another municipality, contributes wastewater to the POTW, the Superintendent shall enter into an intermunicipal agreement with the contributing municipality.

(b) Prior to entering into an agreement required by paragraph (a), above, the Superintendent shall request the following information from the contributing municipality:

(1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality.

(2) An inventory of all Users located within the contributing municipality that are discharging to the POTW; and

(3) Such other information as the Superintendent may deem necessary.

(c) An intermunicipal agreement, as required by paragraph (a), above, shall contain the following conditions:

(1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this article e and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 118-184 of this article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or Local Limits.

(2) A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis.

(3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Superintendent; and which of these activities will be conducted jointly by the contributing municipality and the Superintendent.

(4) A requirement for the contributing municipality to provide the Superintendent with access to all information that the contributing municipality obtains as part of its pretreatment activities.

(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;

(6) Requirements for monitoring the contributing municipality's discharge.

(7) A provision ensuring the Superintendent access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Superintendent; and

(8) A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

Secs. 118-328—118-499. - Reserved.

ARTICLE III. - WATER USE EMERGENCY

Sec. 118-500. - Emergency declaration.

The mayor is hereby authorized to declare a water use emergency to include all, or any portion of the city, under any of the following conditions:

(a) An equipment failure, large fire, water main break, or drought has caused, or unless water conservation measures are taken, will cause inadequate water pressures and flows for fire protection and public health; or

(b) Water system pumping compared to demand is inadequate to maintain sufficient water reserves to meet expected demands for fire protection and public health.

Sec. 118-501. - Applicability.

When the mayor has declared a water emergency, the provisions of this article shall apply to all persons using water, regardless of whether such person shall have a contract for water service with any water company. "Person" shall be defined as set out in section 1-2 of the Code of the City of Joplin, Missouri.

Sec. 118-502. - Types of water emergencies, prohibited uses.

When the mayor has declared a water emergency of the type specified below, the use and withdrawal of water by any person for the included purposes is hereby prohibited:

(a) Phase 1 water emergency.

(1) Watering yards and other vegetation. The sprinkling, watering or irrigating of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or any other vegetation my occur only on even number days for homes or businesses whose address number ends in an even number and may occur only on odd numbered days for homes or businesses whose address number ends in an odd number. This provision shall not prohibit the watering of vegetation of those businesses involved in the commercial raising of the same.

(2) Cleaning outdoor surfaces. The washing of sidewalks, driveways, filling station aprons, porches and other outdoor surfaces.

(3) Cleaning buildings. The washing of the outside of dwellings and the washing of the inside and outside of office buildings.

(4) Cleaning equipment and machinery. The washing and cleaning of any business or industrial equipment and machinery.

(b) Phase 2 water emergency.

(1) Watering yards. The sprinkling, watering or irrigating of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or any other vegetation.

(2) Washing mobile equipment. The washing of automobiles, trucks, trailers, trailer houses, railroad cars, or any other types of mobile equipment.

(3) Clean outdoor surfaces. The washing of sidewalks, driveways, filling station aprons, porches and other outdoor surfaces.

(4) Cleaning buildings. The washing of the outside of dwellings and the washing of the inside and outside of office buildings.

(5) Cleaning equipment and machinery. The washing and cleaning of any business or industrial equipment and machinery.

(6) Ornamental fountains. The operation of any ornamental fountain or other structure making a similar use of water.

(7) Swimming Pools. Swimming and wading pools not employing a filter and recirculating system.

(8) Watering of golf course greens except to the extent that non-fresh water sources of water (such as grey water) are available for this purpose.

Sec. 118-503. - Exceptions, when.

When the mayor has declared a phase 2 water emergency, the use and withdrawal of water by any person for the following purposes are hereby excepted from prohibition:

(a) Exception for business and industrial uses. All businesses and industries utilizing water shall be permitted to utilize the normal amount of water necessary for the maintenance of their business or industry. This exception shall not permit the watering of yards as defined above at any business location except those involved in the raising of vegetation for commercial uses. Should water supplies reach or approach critical levels, the mayor may, by separate proclamation, suspend this exception for a designated period of time.

Sec. 118-504. - Enforcement.

(a) Police officers enforce. Every police officer of the city shall in connection with his duties imposed by law diligently enforce the provisions of this article.

(b) Discontinuance of service. The manager of each water company or district doing business within the city shall have the authority to enforce the provisions of this ordinance by the discontinuance of water service in the event of violation hereof or shall, upon the request of the mayor, city administrator, fire chief or any police officer, discontinue water service to any building whose occupants are violating the provisions of this article.

(c) Penalties. Any person violating the provisions of this article shall be subject to a fine not to exceed $500.00 per occurrence, or imprisonment for not more than 100 days, or any combination thereof.

Sec. 118-505. - Effective period.

The water emergency, and the regulations in effect thereby, shall be in full force and effect from the issuance of the proclamation until:

(a) The date it is designated to expire in the proclamation;

(b) Until such times as the emergency ends as indicated in writing by the manager of the water company and/or districts; or

(c) Until otherwise repealed or modified.

COUNCIL BILL NO. 2022-124 ORDINANCE NO.

AN ORDINANCE amending Chapter 118 Utilities, by repealing Chapter 118 Utilities, and enacting a new Chapter 118 Utilities in lieu thereof.

WHEREAS, the Streamlining Rule revises several provisions of the General Pretreatment Regulations (40 CFR Part 403). The Pretreatment Program requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers. The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities without adversely affecting environmental protection; and

WHEREAS, the Streamlining Rule provides the Control Authority with the flexibility to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program. These changes allow the Control Authority to focus oversight resources on IUs with the greatest potential for affecting Publicly Owned Treatment Works (POTW) operations or the environment; and

WHEREAS, in finalizing the Streamlining Rule, EPA is also working to improve the effectiveness of the Pretreatment Program; and

WHEREAS, in order to implement any of the changes made under the Streamlining Rule, Control Authorities must submit a program modification to their Approval Authority in accordance with 40 C.F.R. § 403.18; and

WHEREAS, the Missouri Department of Natural Resources approved the City's modification on or about April 6, 2022.

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

Section 1. That Chapter 118 Utilities is repealed, and a new Chapter 118 Utilities is enacted in lieu thereof in substantially the form as attached hereto as Exhibit A and fully incorporated by this reference. Passed on first reading.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-129 – approving a Work Authorization with Olsson for professional engineering consulting services for the design of the Grand Falls Trail.

MEETING DATE
June 6, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2022-129, Work Authorization, Location Map

REVIEWED BY
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail.

BACKGROUND
Included in the Parks and Stormwater Sales Tax Program that was voted on in 2011, was a project to construct a trail from Grand Falls to the Jackson Avenue low-water bridge that is now closed to vehicular traffic. The trail will be a paved walkway, that is approximately 1.2 miles in length and follows along Shoal Creek. The trail project will also include parking improvements near Grand Falls.

Olsson was selected from the City's on-call list to perform the professional engineering services to design the trail. The scope of work includes survey, design, right of way services, attending a public meeting, and environmental services. The fee proposed for the work is within industry standards.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Parks and Stormwater Sales Tax.

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

EXHIBIT 1: Project Limits



CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S Main Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Jack Schaller Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417-624-0820	Fax:	Grand Falls Parking Lot and Trail	

WORK AUTHORIZATION NUMBER OLS-OC22-02

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC22-02 exceed the sum of One hundred sixty-two thousand seven hundred fifty Dollars ($_162,750.00).

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

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

Engineer: Olsson

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

By: Jack Schaller

Printed Name: Jack Schaller

Title: Client Relationship Manager

Date: 05/31/2022

CERTIFICATE OF DIRECTOR OF FINANCE

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

Engineer: Olsson

_____
Leslie Haase, Director of Finance

By: Clayton Cristy

Printed Name: Clayton Cristy

APPROVED AS TO FORM

Title: Senior Project Manager

_____
Peter Edwards, City Attorney

Date: 05/31/2022

CITY OF JOPLIN, MISSOURI

By: _____
Dan Johnson, P.E.
Interim Public Works Director

Date: _____

Exhibit A

SCOPE OF SERVICES

04-18-2022

Olsson shall provide the following services (Scope of Services) to Client for the Project:

This exhibit is hereby attached to and made a part of the Work Authorization for Professional Services dated June 6, 2022, between the City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Falls (Along Riverside Drive/Grand Falls Road from Jackson Avenue to Grand Falls Dam)
Project Description: Grand Falls Trails and Parking Lot/Trail Head Improvements

- Trail: The Grand Falls Trail will be designed along Riverside Drive/Grand Falls Road. The trail will be a 10' wide asphalt trail. Concrete trail locations will be identified as needed to accommodate water over the trail or locations in which trail may be impacted by Shoal Creek. The trail will begin near old Jackson Ave low water bridge, at the existing parking lot, and head west. The trail will meander along Shoal Creek with considerations for creek access or picnic areas. The trail will terminate at the Grand Falls Dam.
- Trailhead: A trailhead and parking lot will be designed at the Grand Falls Dam. The Parking lot will be designed to avoid impacts to the Wildcat Glades. Consultation with the Wildcat Glades Friend Group will be used during design to identify habitat loss or areas for natural features. These features will be incorporated into the design. Observation and photo opportunity locations will be identified in the concept study. Additional parallel parking stalls and pedestrian access will be designed on the east side of Riverside Drive near the Grand Falls Dam.

Phase 100 – Project Management $15,000.00

Task 101: Project Management – The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work of sub-consultants, and provide regular progress reports with invoices. Olsson will attend review and progress meeting with the city at various stages of design.

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meeting with the agencies or Consultants.

Task 102: Quality Assurance/Quality Control (QA/QC) – The Consultant will be responsible for preparing a Quality Control Plan, and updating as appropriate. The Consultant will be responsible for QA/QC review of plans and estimates will be maintained by Olsson. A copy of the final QA/QC plan will be submitted to the City.

Task 103: Project Meetings

- Kick off Meeting – Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff. The city will supply a list of invitees and the Consultant shall be responsible for notification to attendees
- Progress Meeting/Review – The Consultant will schedule and attend all progress/review meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 5 progress meetings.
- Public Meetings – The consultant will attend one (1) open house style public meeting. The Consultant will prepare a strip map and 2-3D renderings to be used at the public meeting and may be shown to the general public, be used in media, be presented to various groups, and/or be used to aid in ROW negotiations.

Phase 200 – Survey Services $34,750.00

Task 201: Topographical Survey – Olsson will collect Topographic Survey data for the area shaded in orange on the attached exhibit. Improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson′s fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Olsson will survey/identify the highest point upstream and lowest point downstream of the Grand Falls Dam to establish the height of Grand Falls.

Task 202: Boundary Survey – Olsson will collect boundary information for portions of Sections 27 & 28, T27N, R33W, as shaded in orange on the attached exhibit. Said survey shall be sufficient for preparing and writing easement descriptions. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson′s fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

The boundary survey will depict easements of records as shown on a current title search for the properties adjacent to the proposed trail and trailhead, depict deed lines for properties adjacent to the proposed trail sufficient to prepare easement documents, and depict Right-of-Way along Riverside Drive, adjacent and within the topo areas, as necessary.

PHASE 300 – Environmental Services $20,000.00

Task 301: Olsson will review the project for cultural, wetlands and stream, and threatened and

endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – Olsson will review national register of historic placed to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to SHPO for review.

Threatened and Endangered Species Evaluation – Olsson will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

A desktop environmental review will meet the requirements of the National Environmental Policy Act (NEPA) for categorically excluded roadway projects and be consistent with the Missouri Department of Transportation (MoDOT) environmental review for transportation projects receiving federal funding. The desktop environmental review will identify additional potential environmental studies (if necessary) need to fully address the NEPA requirements.

Phase 400 – Concept Design (10% and 30%) **$30,000.00**

Task 401: 10% Concept Trail Design – Concept layout of the basic trail geometrics will be developed based on local, AASHTO and MoDOT trail design standards, as applicable.

The trail plans will be developed to include appropriate information at each plan state and will continue to evolve as pertinent information is added to the plans to convey design intent. The 10% concept plans and deliverables will include:

- Title Sheet
- Typical Sections
- Survey Control and alignment sheet
- Trail Plan & Profile Sheets
- Trailhead and Parking Plan Sheets
- Design Memorandum

Task 402: 30% Concept Trail Design – Continuing with the completed and approved 10%

conceptual plans, 30% construction plans will be developed based on local, AASHTO and MoDOT trail design standards, as applicable.

The Engineer shall prepare a total project opinion of probable cost including engineering, right-of-way, construction and construction engineering.

The 30% preliminary plans and deliverables will include:

- Title Sheet
- Typical Sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition plan
- Trail Plan and Profile Sheets
- Storm Drainage Layout
- Trailhead and Parking Layout Sheets
- Cross Sections at Critical locations
- Engineers Cost Estimate

Phase 500 – Right-of-Way Plans (60%) **$28,000.00**

Task 501: Right-of-Way Plans – This task will be to take the design plans from 30% to 60% complete. The right-of-way plans with this project will include parking lot plans, landscape plans, channel grading and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The Engineer shall prepare a total project opinion of probable cost including engineering, right-of-way, construction and construction engineering.

- The right of way plans and deliverables will include:
- Title Sheet
- Typical Sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition plan
- Trail Plan and Profile Sheets
- Storm Drainage Layout
- Drainage Area Map
- Trailhead and Parking Layout Sheets
- Preliminary Low Water Crossing Areas
- Preliminary Signing and Striping Plans
- Preliminary Landscaping Plans
- Preliminary Structural Design
- Cross Sections at 25′ intervals
- Engineers Cost Estimate
- Hydraulic Analysis
- Right-of-way Documents

Special Grading Plans – Engineer will develop preliminary special grading plans for

areas where special grading may be required.

Task 502: Storm Drainage Plans – Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles, as needed for inclusion in the 60% plans. Engineer will evaluate the trail placement and any low water crossings to be constructed at or below grades and assumed negligible to the floodplain of Shoal Creek. Olsson assumes FEMA will provide the HEC-RAS model as part of the engineering data request. However, if there is no model for Shoal Creek, Olsson may have to get some survey to develop the model.

Task 503: Signing and Striping Plans – Engineer will develop preliminary permanent trail signing and pavement marking plans meeting City, MoDOT and MUTCD standards

Task 504: Landscaping Plans: Engineer will prepare preliminary landscaping and habitat recharge areas. Pedestrian cable barriers, for park look. All landscape features will be designed to withstand flooding.

Task 505: Preliminary Structural Plans – Engineer will evaluate and develop a structural analysis of the glades to ensure proper shoring and placement of proposed parking area and associated overlook or boardwalk. Overlook and/or boardwalk will be designed by Olsson.

Task 506: Right-of-Way Documents – Olsson will prepare Exhibit A (description) and Exhibit B (sketch) right-of-way and easements for tracts affected by the project (assumed 5 tracts.) The Exhibit A and Exhibit B for each tract will be considered one document.

Phase 600 – Final Design Phase **$35,000.00**

Task 601: Based on the approved 60% plans, Engineer shall prepare final construction plans and specifications in accordance with local AASHTO, and MoDOT design standards, as applicable. All sheets included in the 100% PS&E plan set will also be included in the 90% submittal. This includes, but not limited to, the following sheets:

- The right of way plans and deliverables will include:
- Title Sheet
- Typical Sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition plan
- Trail Plan and Profile Sheets
- ADA Ramp Details
- Storm Drainage Layout
- Drainage Area Map
- Trailhead and Parking Layout Sheets
- Final Low Water Crossing Areas
- Final Signing and Striping Plans
- Final Landscaping Plans
- Final Structural Design
- Traffic Control Plans
- Lighting Conduit Plan

- Standard and Special Details
- Erosions and Sediment Control Plans
- Cross Sections at 25′ intervals
- Final Engineers Cost Estimate
- Final Hydraulic Analysis
- Job Special Provisions
- Permits

Task 602: Storm Drainage Plans – Engineer will prepare preliminary storm sewer layout sizing, drainage map ad profiles, as needed for inclusion in the 100% plans. Engineer will evaluate the trail placement and any low water crossings in the HEC-RAS model to meet the no-rise criteria and allow for trail construction within the flood plain.

Task 603: Traffic Control Plan – Engineer will develop detailed traffic control plans in conformance with MUTCD and MoDOT typical applications.

Task 604: Landscaping Plans: Engineer will prepare final landscaping and habitat recharge areas. Consultant will include input from city and recommendations from Wildcat Glades advocacy group.

Task 605: Final Structural Plans – Engineer will evaluate and develop a structural analysis of the glades to ensure proper shoring and placement of proposed parking area and associated overlook or boardwalk.

Task 606: Permits: The Engineer shall prepare and submit on behalf of the Client the following permits, agreements, certifications and forms.
SWPPP – NPDES Permit
No-rise Certificate
Army Corps of Engineers Preconstruction notice

Task 607: Specifications and Job Special Provisions – Engineer will submit Specifications and Special Provisions for any items not covered in the City's standard specifications. A measurement and payment specification shall also be included to clearly describe each item in the bid proposal and how it shall be measured and paid.

Task 608: Final PS&E – Upon incorporating the 90% review comments into the plan set and special provisions, Engineer shall prepare and submit all drawings, special provisions, and an updated total project opinion of probably cost to the Coty for the 100% PS&E submittal. Upon City acceptance of the PS&E plans, Engineer shall submit the bid package in electronic PDF format to the City's Project Manager. The bid package includes sealed drawings and sealed special provisions.

Assumptions and Exclusions:

We have made assumptions in the preparation of this scope of services. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- Quantity summary tables and breakouts are not required.
- Fencing relocations will be negotiated and paid for directly through property

acquisitions and will not have to be reflected in the plans.
- Standard MoDOT reinforced box culvert design will be used, if needed, and detailed structural design is not required.
- All permit and mitigation fees will be paid by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities.
- Geotechnical boring locations are easily accessible from the existing roadway.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes a 404 Permit will not be required, the nation-wide permit will be sufficient.
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.

Exclusions include, but are not limited to the following:
- Traffic Studies
- Traffic signal design
- Pedestrian detour plans
- Utility potholing
- Fencing plans and layout
- Environmental investigation, surveys, and permitting beyond those noted in scope
- Individual 401/404 permits
- Detention and water quality design beyond those noted in scope
- Elevation certifications
- As-built surveys and preparation of record drawings, except where specifically stated otherwise.
- Any services not specifically detailed in the scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

DATE	PHASE OF PROJECT TO BE COMPLETED
July 1, 2022	Survey Services
January 30, 2023	Environmental Review
September 2, 2022	Concept Design
December 9, 2022	Right-of-Way Plans
March 31, 2023	Final Plans

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

SUMMARY OF FEES		
Phase 100	Project Management	$15,000.00
Phase 200	Survey Services	$34,750.00
Phase 300	Request for Environmental Review	$20,000.00
Phase 400	Concept Design (10% and 30%)	$30,000.00
Phase 500	Right-of-Way Plans	$28,000.00
Phase 600	Final Plans	$35,000.00
GRAND TOTAL FEE		$162,750.00

olsson

General Infrastructure

LABOR RATE BILLING SCHEDULE 2022

LABOR RATES

Description	Range
Principal/Senior Professional ……..	175 - 280
Project Manager……	140 - 250
Project Professional…….	130 - 180
Associate Professional ……...	115 - 135
Assistant Professional…….	85 - 130
Designer ……	110 - 160
CAD Operator ……..	40 - 120
*Surveyor ……..	65 - 150
*Survey Crew……..……	130 - 175
*Construction Services……..	50 - 240
Administrative/Clerical……..	45 - 110

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

*Not inclusive of all services. Refer to Note 1.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.585/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2022

COUNCIL BILL NO. 2022-129 **ORDINANCE NO**

AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-129

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-269 – Rezone C-O to C-3.

MEETING DATE:
June 6, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 031-22: Rezoning 309 W. 20th St. – A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future commercial development – Business Investments, LLC.

BACKGROUND:
The change in zoning will not be detrimental to nearby property. This corridor is in transition to denser commercial zoning and uses, moving West from Main St. Buffer requirements will be required where this property abuts residential zoning.

This request to rezone to C-3 Commercial is appropriate for this property. The W. 20th St. corridor has been designated as a future Retail Commercial area by the Comprehensive Plan and Future Land Use Map.

PLANNING & ZONING COMMISSION TESTIMONY:
Dick Ruestman, 5562 Riverside Dr., this is a rezone from C-O to C-3, there is other C-3 in the area.

Ms. Phillips asked where the other C-3 were located.

Mr. Stanton stated that there are other C-3 properties to the east of the property.

PUBLIC COMMENT: None.

RECOMMENDATIONS:
Staff recommends approval for Case 031-22.
Planning & Zoning Commission recommends approval for Case 031-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-269, Staff Planning Report, P&Z Commission Minutes

CB 2022-269

Case 031-22: Rezoning -309 W. 20th St. – A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future commercial development – Business Investments, LLC.

Dick Ruestman, 5562 Riverside Dr., this is a rezone from C-O to C-3, there is other C-3 in the area.

Ms. Phillips asked where the other C-3 were located.

Mr. Stanton stated that there are other C-3 properties to the east of the property.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 031-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 031-22 A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future commercial development

LOCATION 309 W. 20th St.

APPLICANT Business Investment, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-O	Retail/Service	Approximately 0.25 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1/C-1	C-1	R-1/C-1
Land Use	Church	Parking Lot	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 20th St.	Arterial	75'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, and C-3 zoning is appropriate to coincide with that designation.

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

The current zoning of C-O is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This corridor is in transition to denser commercial zoning and uses, moving West from Main St. Buffer requirements will be required where this property abuts residential zoning.

DISCUSSION

This request to rezone to C-3 Commercial is appropriate for this property. The W. 20th St. corridor has been designated as a future Retail Commercial area by the Comprehensive Plan and Future Land Use Map, and, as an arterial-level street, commercial uses, such as those permitted in C-3, would be appropriate.

Staff recommends approval of Case 031-22.

ENCLOSURES

- Map of property
- Application

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 031-22
Filing Fee: $550.00
Date Advertised: 4-23-22
Date Notices Sent 4-26-22
Public Hearing Date: 5-9-22

APPLICANT: Business Investments LLC PHONE: 417-438-6300
ADDRESS: PO Box 2291 Joplin Mo. 64803 EMAIL:

OWNER: R.A. Ruestman member PHONE: Same
ADDRESS: 5037 Lake Tarcoye Grove, OK 74344 EMAIL:

LOCATION/ADDRESS OF PROPERTY: 309 w 20th Street
Joplin Mo. 64804

Present Zoning CO Requested Zoning: C3 Acreage:
Present Use of Property: Un occupied

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R-1	
South	C1	
East	C1	
West	C1	

Character of the Neighborhood: Mixed

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements: No
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

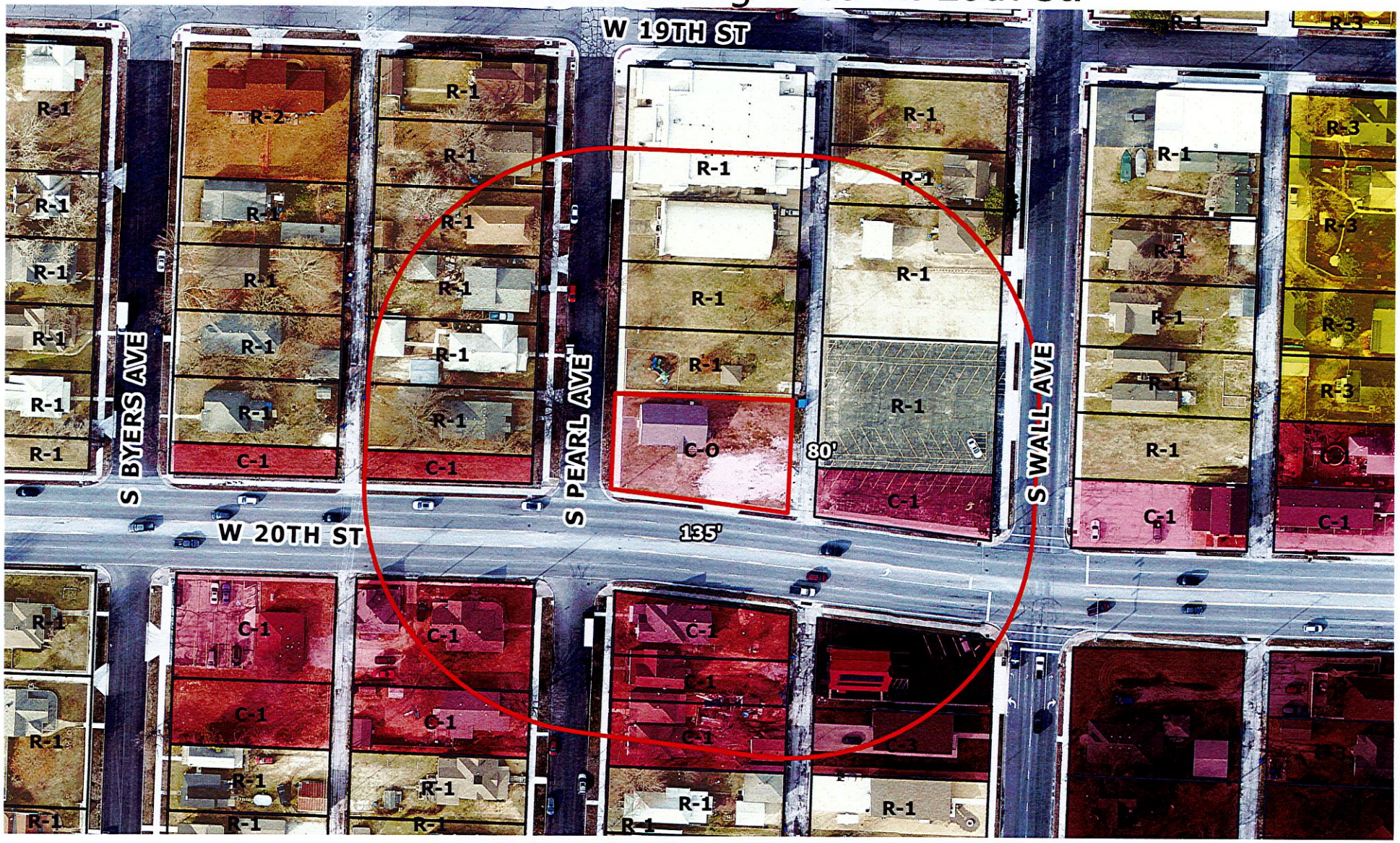
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Business Investments LLC DATE: 3/25/22

TITLE: PA Rudstrom member

Case 031-22: Rezoning - 309 W. 20th St.



A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future commercial development – Business Investments, LLC.

N

0 40 80 160 240 320 Feet

P & Z Case 031-22
Business Investments, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O (Non-retail Commercial) and including in District C-3 (Commercial) property as described below and located at 309 W. 20th St., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3.

All of Lot Numbered One Hundred Sixty (160) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, and All of Lot Numbered One Hundred Sixty-one (161) EXCEPT beginning at the Southwest corner, thence east, 133.0 feet to the Southeast (SE) corner of Lot 161; thence North along the East line of Lot 161, 18.47 feet; thence Northwest (NW) to a point on the West line of and 30.0 feet North of the Southwest (SW) corner of lot 161; thence South 30.0 feet, to the point of beginning in Mitchell's Addition to the City of Joplin, Jasper County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson , Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-270 – Rezone C-3 to R-3.

MEETING DATE:
June 6, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 032-22: Rezoning 7415 E. 32nd St. – A request to remove from District C-3 (Commercial) and include in District R-3 (Apartment House) for future residential development – Naomi Ruth Devore-Manes.

BACKGROUND:
This request to rezone to R-3 Apartment House District is appropriate for this property. This rezoning also has the potential to see future multi-family development near one of Joplin's largest job centers.

PLANNING & ZONING COMMISSION TESTIMONY:
Naomi Ruth Devore-Manes, 7415 E 32nd St., Joplin, MO. She stated that she would like to have her residence zoned back to residential.

Mr. Kimble wanted to confirm your just wanting to get it rezoned to sell, correct?

Ms. Devore-Manes stated that was correct.

PUBLIC COMMENT: None.

RECOMMENDATIONS:
Staff recommends approval for Case 032-22.
Planning & Zoning Commission recommends approval for Case 032-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-270, Staff Planning Report, P&Z Commission Minutes

CB 2022-270

Case 032-22: Rezoning -7415 E. 32nd St. – A request to remove from District C-3 (Commercial) and include in District R-3 (Apartment House) for future residential development – Naomi Ruth Devore-Manes.

Naomi Ruth Devore-Manes, 7415 E 32nd St., Joplin, MO. She stated that she would like to have her residence zoned back to residential.

Mr. Kimble wanted to confirm your just wanting to get it rezoned to sell, correct?

Ms. Devore-Manes stated that was correct.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 032-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 032-22 A request to remove from District C-3 (Commercial) and include in District R-3 (Apartment House) for future residential development

LOCATION 7415 E. 32nd St.

APPLICANT Naomi Ruth Devore-Manes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Single Family Residential	Approximately 10 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2-PD	C-3	C-3	C-3
Land Use	Distribution Center	Vacant	Single-family Residential	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 32nd St.	Arterial	80'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, though high-density residential uses are not inappropriate as a mix within commercial.

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

The current zoning of C-3 is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. All surrounding property have a zoning designation that allows more intense uses than R-3.

DISCUSSION

This request to rezone to R-3 Apartment House District is appropriate for this property. Residential uses are not inappropriate as a mix among commercial zoning. This rezoning also has the potential to see future multi-family development near one of Joplin's largest job centers.

This rezoning will also permit the continuance of the existing single-family use, and allow it to be sold and transferred, as well as insured into the future.

Staff recommends approval of Case 032-22.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Fax: 417-625-4738

Office Use Only
Case No.: 032-22
Filing Fee: $550.00
Received:
Date Advertised: 4-23-22
Date Notice Sent: 4-26-22
Public Hearing Date: 5-9-22

Applicant: Naomi Ruth Devore-Manes Phone No.: (417) 825-7936
Address: 7415 E. 32nd Street Email: Manes@Joplin.com
Owner: Naomi Ruth Devore-Manes (Trust) Phone No.: (417) 396-1351
Address: 7415 E. 32nd Street Email:
Location of Property: 7415 E. 32nd Street
Present Use of Property: Resident
Proposed Use of Property: Resident
Current Zoning: Commercial Requested Zoning: Residential (R-3)

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Manufacturing	Commercial
South	Service	"
East	Communication	"
West	Church	?

Character of the Neighborhood: Farm Land & Commercial

Relationship to Existing Zoning Pattern:

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

If yes, explain: HAS BEEN USED AS RESIDENTIAL FOR 26 YRS. AND WILL CONTINUE TO BE.

Conformance with Comprehensive Plan:

Yes	No	
☐	☑	Consistent with Development Policies?
☐	☑	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: FF Hwy. / 32ND STREET

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: _____

Platting:

Yes	No	
☐	☑	Is platting required?
☑	☐	Are lots appropriately sized?
☑	☐	Is street right-of-way appropriately sized?
☑	☐	Are drainage and utility easements adequately sized and provided?

Additional Comments: SELLING PROPERTY TO CONTINUE AS A RESIDENCE. REZONING NEEDED TO QUALIFY FOR RESIDENTIAL LOAN AND INSURANCE COVERAGE.

Unique Characteristic of Property and/or Additional Comment:

HOME SITTING ON 30 ACRES of FARM LAND.

Submission of Documents:

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

Signature: _____ **Date:** _____

I, Ruth Devore-Manes, wish the property to continue to be used for a residence and surrounding acreage for new owner. No impact due to the proposed change since the property has been used as a residence for the last 26 years. Traffic flow will not change or any fire hazards. No change to the character of the surrounding properties due to the surrounding acreage. The benefits for the city will not change.

Case 032-22: Rezoning - 7415 E. 32nd St.



A request to remove from District C-3 (Commercial) and include in District R-3 (Apartment House) for future residential development – Naomi Ruth Devore-Manes.

N

0 125 250 500 750 1,000 Feet

P & Z Case 032-22
Naomi Ruth Devore-Manes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and including in District R-3 (Apartment House) property as described below and located at 7415 E 32nd St., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-3.

All of the West One-Half of the East One-Half of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 15, Township 27, Range 32, now in the City of Joplin, Jasper County, Missouri, containing 10.1 acres more or less; except any part taken or deeded for road.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-271 – Rezone R-1 to C-3.

MEETING DATE:
June 6, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 033-22: Rezoning 3101 N. Range Line Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Scott Simonds.

BACKGROUND:
The change in zoning will not be detrimental to nearby property. Many surrounding properties have a zoning designation similar to C-3. Properties that are abutting that are R-1 will be protected by buffer requirements from the Zoning Code.

This request to rezone to C-3 Commercial is appropriate for this property. The Range Line corridor is a high-traffic corridor which is conducive to commercial development.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton stated that it appears Mr. Simonds or a representative is not in attendance and per City Council instruction our staff recommendation would be to table this case until we get a representative here.

PUBLIC COMMENT; None.

RECOMMENDATIONS:
Staff recommends approval for Case 033-22.
Planning & Zoning Commission recommends to table Case 033-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-271, Staff Planning Report, P&Z Commission Minutes

CB 2022-271

Case 033-22: Rezoning -3101 N. Range Line Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Scott Simonds.

Mr. Stanton stated that it appears Mr. Simonds or a representative is not in attendance and per City Council instruction our staff recommendation would be to table this case until we get a representative here.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

MR. KIMBLE MOVED, SECONDED BY MS. WARREN THAT CASE 033-22 BE FORWARDED TO THE CITY COUNCIL WITH A RECOMMENDATION TO TABLE. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEEL, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 033-22 A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development

LOCATION 3101 N. Range Line Rd.

APPLICANT Scott Simonds

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single Family Residential	Approximately 5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	M-2-PD	Out of City Limits	R-1/R-3-PD
Land Use	Vacant	Vacant	Vacant	Retail Commercail

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Range Line Rd.	Arterial	80'
N. Industrial Rd.	Local	60'
E. Kennedy Ln. (Outside City)	Local	30'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, and C-3 zoning coincides with that.

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

The current zoning of R-1 is somewhat suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Many surrounding properties have a zoning designation similar to C-3. Properties that are abutting that are R-1 will be protected by buffer requirements from the Zoning Code.

DISCUSSION

This request to rezone to C-3 Commercial is appropriate for this property. The Range Line corridor is a high-traffic corridor which is conducive to commercial development. This request is in compliance with the Comprehensive Plan and the Future Land Use Map.

Staff recommends approval of Case 033-22.

ENCLOSURES

- Map of property
- Application

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 033-22
Filing Fee: $550.00
Date Advertised: 4-23-22
Date Notices Sent 4-26-22
Public Hearing Date: 5-9-22

APPLICANT: Scott Simonds (Trustee) PHONE: 417 434 2633
ADDRESS: 3717 E. 16th, Joplin, MO. 64801 EMAIL: simndz@yahoo.com

OWNER: Leo Simonds Trust PHONE: 417 434 2633
ADDRESS: 3101 N. Rangeline, Joplin, MO. 64801 EMAIL: simndz@yahoo.com

LOCATION/ADDRESS OF PROPERTY: 3101 N. Rangeline Rd, Joplin.
Across from Andersons Tractor

Present Zoning R1 Requested Zoning: C3 Acreage: 4.5
Present Use of Property: Vacant Home and Property

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Dump site C-3	
South	Chiropractor	
East	Industrial Park (Vacant)	
West	Equipment sales, Hot tub store, New Metro Builders supply.	

Character of the Neighborhood: Large amount of traffic on a main artrial at Joplin. Commercial use surrounding.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: All surrounding properties are zoned commercial, and most in business. One of last residences; if not the last, on North Rangeline.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Rangeline, Kennedy Lane, Myrtle St.
2. Classification of Street(s):
   Arterial 1 Collector _____ Local 2
3. Right-of-Way Width: 20'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: NONE

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

19.

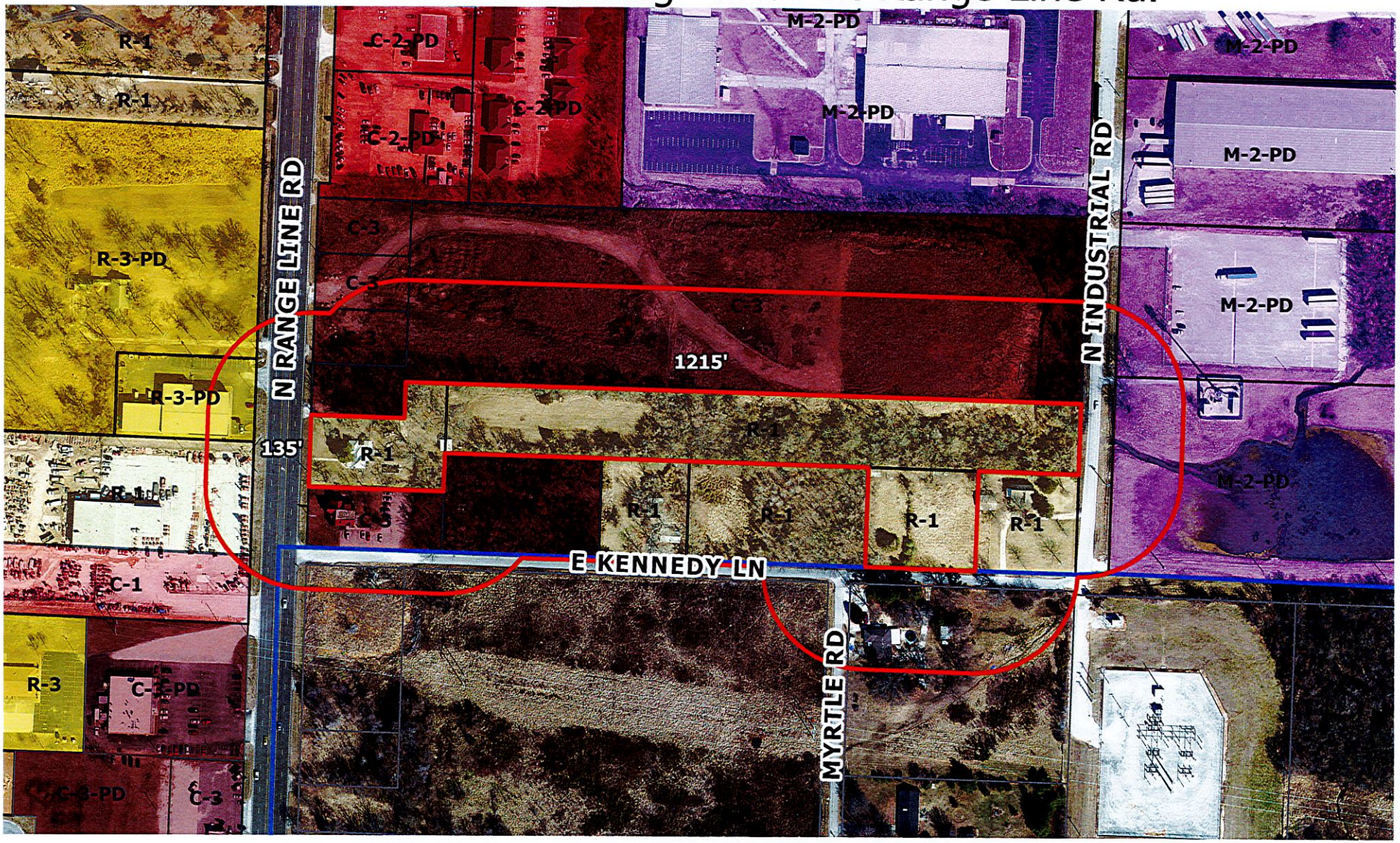
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Scott A Stewart DATE: 4/11/2022

TITLE: Trustee

Case 033-22: Rezoning - 3101 N. Range Line Rd.



A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Scott Simonds.

0 100 200 400 600 800 Feet

N

P & Z Case 033-22
Scott Simonds
(P & Z Recommended Table)

COUNCIL BILL NO. 2022-271 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 3101 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3.

All of a part of the North ½ of Lot Numbered 2 of the Southwest Quarter of Section 30, Township 28, Range 32 described as follows: beginning at a point 130 feet North of the Southwest corner of the above described land; thence North 130 fee; thence East 217.8 feet; thence North 65 feet, thence East 75 feet; thence South 195 feet; thence West 292.8 feet to the place of beginning, now in the City of Joplin, Jasper County, Missouri and All that part of the South ½ of the North ½ of Lot #2 in the Southwest Fractional 1/4 of Section 30, Township 28, Range 32, in the City of Joplin, Jasper County, Missouri, described as commencing at the Southeast Corner of said South ½ of the North ½ of Lot #2 in the Southwest Fractional 1/4 of Section 30, thence West along the South line thereof 172 feet to the point of beginning; thence West along said line 118.4 feet to the Southeast corner of a tract of land described in Missouri Warranty Deed recorded in Book 1381 at Page 948; thence N0°07'E along the East line of said tract parallel with the East line of said Lot #2 in the Southwest Fractional 1/4 a distance of 200 feet to the Northeast corner of said described tract in Book 1381 at Page 948; thence East 118.4 feet to a point being 172 feet West of the East line of said Lot #2 in the Southwest Fractional 1/4; thence S0°07' W 200 feet to the point of beginning; EXCEPT the south 15 feet thereof for Kennedy Lane right-of-way and All of the East 80 feet of the following described tract: That part of the South ½ of the Northwest ¼ of the Southwest Fractional 1/4 of Section 30, Township 28, Range 32, in the City of Joplin, Jasper County, Missouri, described as commencing 290.04 feet West of the Southeast Corner of the South ½ of the North ½ of Lot #2 of the Southwest Fractional 1/4 , thence North 200 feet, thence West 403.27 feet, thence South 200 feet, thence East to the point of beginning, subject to easements and restrictions of record and except any part deeded for highway or road purposes, and Commencing at the Southeast corner of the South ½ of the North ½ of Lot Numbered 2 in the Southwest ¼ of Section 30, Township 28, Range 32, Jasper County, Missouri, thence North 200 feet to the point of beginning, thence S89°54'40"W a distance of 1112.9 feet, thence North 125 feet, thence N89°54'40"E a distance of 1112.9 feet, thence South 125 feet to the point of beginning, except any part taken or deeded for road.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2022-011 – Approving a board appointment to the Northpark Lane Community Improvement District (CID)

MEETING DATE
June 20, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2022-011

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

SUMMARY
This Resolution approves a request of the Northpark Lane Community Improvement District (the "CID") to approve the appointment of a new director to the Board of Directors of the CID.

BACKGROUND
Ordinance No. 2014-090 established the Northpark Lane CID and approved the CID petition. As outlined in the terms of the petition, the Board of Directors of the CID are appointed by the Mayor with the consent of the City Council. Karla Engel will be resigning her CID Board appointment. The CID Board requests the appointment of Andrew Goldacker to the board to fill the vacancy commencing upon the approval of this resolution and expiring on October 21, 2023.

FUNDING SOURCE
This item is not applicable for board appointments.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2022-011

A RESOLUTION approving a request of the appointment of a member of the Board of Directors of the Northpark Lane Community Improvement District.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the Northpark Lane Community Improvement District (the "District") was established pursuant to City Ordinance No. 2014-90 on or about June 16, 2014 (the "2014 Ordinance"); and,

WHEREAS, pursuant to the 2014 Ordinance, the Board of Directors of the District is to be appointed by the Mayor with the consent of the City Council; and,

WHEREAS, Northpark Mall/Joplin, LLC (the "Developer") has requested the appointment of Andrew Goldacker to the Board of Directors of the District (the "2022 Appointment") to replace Karla Engel; and,

WHEREAS, the City wishes to approve the 2022 Appointment.

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

Section 1. The 2022 Appointment of Andrew Goldacker to serve as a member of the Board of Directors of the District in replacement of Karla Engel is hereby approved.

Section 2. The term of Andrew Goldacker's office on the Board of Directors of the District shall be the remainder of Ms. Engel's term ending on October 21, 2023.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 20th day of June 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

HUSCH BLACKWELL

Matthew Ahlers
Partner

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Direct: 314.345.6624
Fax: 314.480.1505
matthew.ahlers@huschblackwell.com

May 27, 2022

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Mayor Doug Lawson
City of Joplin
602 S. Main Street
Joplin, Missouri 64801

Re: Northpark Lane Community Improvement District – Board of Directors

Dear Mayor Lawson:

This undersigned represents CBL Properties, which is the owner of the property commonly known as Northpark Mall (the "Property") in the City of Joplin. The Property is contained within the Northpark Lane Community Improvement District (the "District"), a political subdivision created pursuant to the Missouri Community Improvement District Act, Section 67.1401 to 67.1571, RSMo. (the "CID Act").

The District is governed by a Board of Directors (the "Board") appointed by you, with the consent of the City Council. Certain Directors on the Board have terms that are expiring or have otherwise become ineligible to continue as directors of the Board. The CID Act provides that, in the event of a vacancy, "[s]uccessor directors shall be appointed in the same manner as the initial directors and shall serve for a term of years specified by the district prior to the appointment." Per the Petition to Establish the District (the "Petition"), the initial Directors were "appointed by the City" and "the term of office for all successor directors shall be four (4) years, as permitted by the [CID] Act."

Pursuant to the provisions of the CID Act and the Petition, we now submit the following slate for your consideration, approval, and submission of the same to the City Council, and we request your assistance in obtaining a City Council resolution appointing the proposed successor directors.

> Andrew Goldacker to be appointed as a director to the Board of Directors of the District with term October 21, 2023 (the remaining term of current Director Karla Engel). Contact information for the proposed appointment is andrew.goldacker@cblproperties.com. Andrew Goldacker is a legally authorized representative of CBL Properties, an owner of real property within the District. Upon the City Council's approval of Mr. Goldacker's appointment, Director Karla Engel will resign from the Board.

Thank you in advance for your time, consideration and cooperation If you need further information, please do not hesitate to contact me at (314) 480-1500.

Sincerely,



Matthew Ahlers

cc: Leslie Haase, via e-mail

COUNCIL BILL NO. 2022-132 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a grant from the Federal Aviation Administration Airport Improvement Program (FAA-AIP) for the Airport Rescue and Fire Fighting Building Design Services at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a Grant agreement by and between the City of Joplin and the Federal Aviation Administration Airport Improvement Program (FAA-AIP) not to exceed the amount of Three Hundred Thirty-Two Thousand, Five Hundred Seventy-Four and 00/100 Dollars ($332,574.00) for the Airport Rescue and Fire Fighting Building Design Services at the Joplin Regional Airport; a true and accurate copy of said agreement being attached here to and incorporated herein, Exhibit A; is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That the City of Joplin declares that this ordinance dealing with a general appropriation is an emergency within the meaning of Section 2.12(4) 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 passage. Specifically, this council bill needs to be approved in order to allow grant acceptance to be completed and meet FAA-AIP timelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a _____ vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-132 – Approval of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for Airport Rescue and Fire Fighting Building (ARFF) Design Services at the Joplin Regional Airport by the City of Joplin; and containing an emergency clause.

MEETING DATE
June 20, 2022

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2022-132 Ordinance; FAA AIP Agreement

REVIEWED BY
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This grant agreement is for Design Services to relocate the Airport Rescue and Fire Fighting Building with Grant No. 3-29-0037-048-2022 at the Joplin Regional Airport not to exceed the amount of Three Hundred Thirty-Two Thousand, Five Hundred Seventy-Four and 00/00 Dollars ($332,574.00).

BACKGROUND
This project funds the Airport Rescue and Fire Fighting Facility Design which will plan to replace the current ARFF Facility built in 1976 which is located on the General Aviation Ramp. The new facility will be in a more centralized location near the Commercial Terminal Building which will increase safety for the airport. This grant is based on a 95/5 Federal /Local share. The Federal share will be $332,574 and the local share will be $17,504.00 for a total project cost of $350,077.00.

FUNDING SOURCE
Airport Budget

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance relating to public improvement, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to allow grant acceptance to be completed and meet FAA-AIP timelines.

U.S. Department
of Transportation
Federal Aviation Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S Main St.
Joplin, MO 64801

Dear Mr. Lawson:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-29-0037-048-2022 at Joplin Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than:

   July 22, 2022
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment*.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing*.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

***Reporting*.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

***Audit Requirements*.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

***Closeout*.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Tim McClaran, (816) 329-2623, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Jim A. Johnson
Director, Central Region Airports Division

U.S. Department of Transportation Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 7, 2022
Airport/Planning Area	**Joplin Regional**
FY 2022 AIP Grant Number	**3-29-0037-048-2022**
Unique Entity Identifier	**HRWZCYY8MWJ3**

TO: **City of Joplin**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 6, 2022**, for a grant of Federal funds for a project at or associated with the **Joplin Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Joplin Regional Airport** (herein called the "Project") consisting of the following:

Construct ARFF Building (Approx. 6000SF) - design only

Which, is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$332,574.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $332,574.00 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. *Means the* total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

      2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 22, 2022 or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 § CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review

and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the Grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
   2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
   3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this Condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **June 03, 2016**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

26. Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA.

The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

27. **Protection of Runway Protection Zone - Easement.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

28. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

29. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated

City of Joplin
(Name of Sponsor)

By:
(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Missouri__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

By: _____

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

    1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

    2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such

land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to,

current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of April 21, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 04/21/2022

4. Applicant Identifier: JLN

5a. Federal Entity Identifier: 44-6000196

5b. Federal Award Identifier: AIP Grant #3-29-037-0XX

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Joplin, MO / Joplin Regional Airport

* b. Employer/Taxpayer Identification Number (EIN/TIN): 44-6000196

* c. UEI: HRWZCYY8MWJ3

d. Address:

* Street1: 602 Main Street
Street2: 4th Floor
* City: Joplin
County/Parish: Jasper
* State: MO: Missouri
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 64801-0001

e. Organizational Unit:

Department Name: Public Works

Division Name: Joplin Regional Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Lynden
Middle Name:
* Last Name: Lawson
Suffix:

Title: Assistant Public Works Director

Organizational Affiliation:

* Telephone Number: 417-624-0820 Ext. 560
Fax Number:

* Email: llawson@joplinmo.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This project involves the design of a new Aircraft Rescue and Fire Fighting Facility.

Attach supporting documents as specified in agency instructions.

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: MO-007 * b. Program/Project: MO-007

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 05/01/2022 * b. End Date: 04/01/2023

18. Estimated Funding ($):

* a. Federal	332,574.86
* b. Applicant	
* c. State	
* d. Local	17,503.22
* e. Other	
* f. Program Income	
* g. TOTAL	350,078.08

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

(•) a. This application was made available to the State under the Executive Order 12372 Process for review on .

( ) b. Program is subject to E.O. 12372 but has not been selected by the State for review.

( ) c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

( ) Yes (•) No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Steve

Middle Name:

* Last Name: Stockam

Suffix:

* Title: Airport Manager

* Telephone Number: (417)623-0262 Fax Number: (417)625-4714

* Email: sstockam@joplinmo.org

* Signature of Authorized Representative: Steve Stockam Digitally signed by Steve Stockam Date: 2022.04.06 08:40:52 -05'00' * Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal 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 Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Developed an approved airport master plan.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

fee simple

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

---

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	350,078		350,078
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 350,078		$ 350,078
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	350,078		350,078
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 350,078		$ 350,078
19. Federal Share requested of Line 18	332,575		332,575
20. Grantee share	17,503		17,503
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 350,078		$ 350,078

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	17,503
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL -** Grantee share	
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL -** Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: ARFF Planning, Environmental and Design Phase Services

AIRPORT: Joplin Regional Airport

1. Objective:

To develop the design for a new ARFF facility at the Joplin Regional Airport that is sized appropriately to accomodate their ARFF equipment and will meet their Part 139 requirements.

2. Benefits Anticipated:

The existing ARFF facility is too small to accomodate the Airport's existing equipment, the development of a new facility will protect the existing federal investment in the airport's current vehicle while meeting the Part 139 needs of the airport.

3. Approach: (See approved Scope of Work in Final Application)

The approach is outlined in detail in the Scope fo Services of the Professional Services agreement.

4. Geographic Location:

Joplin Regional Airport, Joplin, MO

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Steve Stockam
405 Main Street, 4th floor
Joplin, MO 64801

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Joplin, MO

Airport: Joplin Regional Airport

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 5 day of April , 2022 .

Name of Sponsor: City of Joplin

Name of Sponsor's Authorized Official: Steve Stockam

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: Steve Stockam Digitally signed by Steve Stockam Date: 2022.04.06 08:37:48 -05'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Joplin, MO

Airport: Joplin Regional Airport

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Joplin Regional Airport
Address: 405 Main Street, 4th Floor, Joplin, MO 64801

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this 5 day of April , 2022 .

Name of Sponsor: City of Joplin

Name of Sponsor’s Authorized Official: Steve Stockam

Title of Sponsor’s Authorized Official: Airport Director

Signature of Sponsor’s Authorized Official: Steve Stockam Digitally signed by Steve Stockam Date: 2022.04.06 08:40:01 -05'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Joplin,MO

Airport: Joplin Regional Airport

Project Number: AIP Grant #3-29-0037-0XX

Description of Work: JLN ARFF Planning, Environmental, and Design Phase Services

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

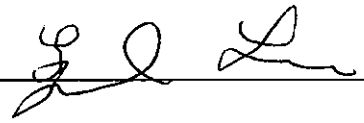
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 20 day of April , 2022 .

Name of Sponsor: City of Joplin, MO

Name of Sponsor's Authorized Official: Lynden Lawson

Title of Sponsor's Authorized Official: Assistant Director of Public Works

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

COUNCIL BILL NO. 2022-134 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Performance Boiler and Mechanical LLC., for a purchase order in the amount of Two Hundred Thirty-Four Thousand Three Hundred Forty-Four and 47/100 Dollars ($234,344.47) for construction services associated with replacing a boiler at the Shoal Creek Wastewater Treatment Facility on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Performance Boiler and Mechanical, LLC., in the amount of Two Hundred Thirty-Four Thousand Three Hundred Forty-Four and 47/100 Dollars ($234,344.47) for construction services associated with the Shoal Creek Wastewater Treatment Facility Boiler on behalf of the City of Joplin; true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon final approval and acceptance of Performance Boiler and Mechanical LLC., work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, Performance Boiler and Mechanical LLC., shall be paid from the Wastewater Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, approving a construction agreement on an Emergency basis due to Sanitary Sewer and structural rehabilitation, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2022 by a_____vote.

ATTEST: Douglass W. Lawson Mayor

Hilly Nagy, City Clerk

APPROVED AS TO FORM:

COUNCIL BILL NO. 2022-134 **ORDINANCE NO**
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-134 Agreement between the City of Joplin and Performance Boiler and Mechanical LLC. for construction services for replacing a boiler at the Shoal Creek Wastewater Treatment Facility (WWTF) and containing an emergency clause.

MEETING DATE
June 20, 2022

ORIGINATING DEPT
Public Works/ Operations

ATTACHMENTS
CB 2022-134 Ordinance; Agreement between the City of Joplin and Performance Boiler and Mechanical LLC; Bid Summary; Letter of Recommendation from Allgeier Martin and Associates

REVIEWED BY
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with Performance Boiler and Mechanical LLC, for the construction services and boiler replacement at the Shoal Creek WWTF in the not to exceed amount of Two Hundred Thirty- Four Thousand Three Hundred Forty-Four and 47/100 Dollars ($234,344.47)

BACKGROUND
The residue that is removed from wastewater during the treatment process is called biosolids ("sludge"). Sludge is digested per the state issued facility operating permit in large concrete tanks called anerobic sludge digesters. For this process to take place properly the sludge must be heated. The boiler and heat exchanger heats the sludge and recirculate it back into the digesters. This provides the optimal conditions for sludge digestion and reduction in biosolid mass that must be land applied. This bid is for replacement of the boiler, heat exchanger, and installation.

On August 2, 2021, staff brought CB 2021-146 to Council for engineering services for Allgeier, Martin and Associates (AMA). Performance Boiler and Mechanical LLC bid was the lowest bid and was within industry standards. Additionally, AMA will provide inspections during construction in coordination with the City's Building Department inspections.
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FUNDING SOURCE
Wastewater fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a construction agreement on an emergency basis due to parts shortage and relating to public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
PERFORMANCE BOILER & MECHANICAL LLC

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Performance Boiler & Mechanical, LLC Address: 1009 N. Bittersweet Court NIXA, MO 65714	
Attention:		Attention: Robert Wilson	
Department:		Phone: 417-724-8797	Fax: 417-725-5951
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:

Shoal Creek Wastewater Treatment Plant Boiler Replacement 2022

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 300 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and

accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to 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, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 $234,344.47 (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 Two Hundred Thirty-Four Thousand Three Hundred Forty-Four & 47/100 $234,344.47 dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

Peter Edwards, City Attorney

By: _____

Dan Johnson, P.E.
Interim Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

June 10, 2022

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Shoal Creek WWTF Boiler Replacement 2022

Dear Mr. Lawson:

We have reviewed the bid received June 7th, 2022, for the referenced project. Performance Boiler & Mechanical LLC has indicated that they intend to contract with the City to construct the project. Performance Boiler & Mechanical LLC is not presently debarred, and they appear to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the construction contract to Performance Boiler & Mechanical LLC in the amount of $234,344.47 for the Shoal Creek WWTF Boiler Replacement.

A copy of the bid tabulation, Notice of Award, and Agreement form for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office three (3) copies of the Notice of Award. A copy of Performance Boilers Bid and Bid Bond have been included with this letter for your records.

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

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-521 – Approving a contract with Guidehouse to provide ARPA-Infrastructure related assistance.

MEETING DATE
June 20, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-521 Ordinance; Exhibit "A" Guidehouse Agreement; Guidehouse Bid Response; City of Joplin RFP; Summary of Final Scores

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

SUMMARY
This Council Bill approves a contract with Guidehouse to provide ARPA-Infrastructure related assistance on behalf of the City.

BACKGROUND
As a result of the COVID-19 Pandemic, the Federal Government passed the CARES Act, the American Rescue and Response Plan (ARPA), and the Bipartisan Infrastructure Law or Infrastructure Investment and Jobs Act (IIJA). CARES funding was granted to Counties, while ARPA was granted directly to State, County and City governments to aid in the recovery from the pandemic. IIJA will be awarded through the federal government. The federal IIJA and State ARPA grant funding opportunities will require a local match, which can be a portion of the local ARPA allocation or other local resources. The federal and state funding opportunities will be extremely competitive and have already started to open. Communities across the United States will be vying for these funding opportunities.

In order to maximize the ARPA allocation granted to the City, the City let a bid to award a contract to assist the City in applying for these grants and planning these opportunities in relation to the City's ARPA award. Broadly, the request requires the consultant to:

- Identify any federal, state, or county grant opportunities resulting from the COVID-19 pandemic on behalf of the City of Joplin.
- Work with City staff to identify the best projects to apply for related to these grant opportunities.
- Gain any appropriate stakeholder input for the various grant opportunities.
- Apply for the various grant opportunities and administer the grant applications on behalf of the City.

- Develop a plan to layer the City's ARPA funds into any other federal, state or county grant opportunities to maximize the benefit for the citizens and visitors of the City.
- Provide periodic comprehensive reports outlining the grants applied for various projects, reason for selection of those projects and grants, timeline for grant application and grant requirements.
- Regularly engage the necessary elected leaders and office holders at the State and Federal governments to ensure the City's applications are in good standing.
- Provide regular communication and updates with the City's elected officials in the form of presentations and written updates

The RFP was issued on April 15, 2022 with a due date of May 16th. City staff recently completed its assessments of the bids, along with interviews of the finalists. This is a summary of the bid evaluation process.

Summary of Bid Process:

The following four bids were received in response to the Fire Resource Allocation Study RFP:

- AG Witt
- Alvarez & Marsal
- Baker Tilly
- Clifton Larsen Allen
- Guidehouse

A city staff team was assembled to assess the bids as set forth in the RFP. The team was comprised of Troy Bolander, Leslie Haase, Dan Johnson and Lynn Onstot. The bids were assessed as follows:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

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

Each staff member independently evaluated the bid responses and scored them based on the above criteria. From the total preliminary scores, the top three respondents were chosen for finalist interviews as described in the RFP. Interviews were held with Alvarez & Marsal, Baker Tilly, and Guidehouse.

Finalist Process Summary:

Finalist interviews for this contract were held on Friday, May 27th with the same city staff team. Finalists were given 30 minutes to detail how they would complete the requested scope of work, with 15 minutes for questions. The presentations occurred as virtual meetings.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores is attached for your review. Guidehouse had the highest final score of 186 for this project and has, therefore, submitted the best overall bid. Guidehouse will complete the study at a total not to exceed cost of $375,000.00. The timeline estimates the project will be complete within 9 to 12 months.

FUNDING SOURCE

This council bill includes a budget amendment to the general fund in the amount of $375,000.00 to complete this project.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis in order to meet the various grant deadlines.

COUNCIL BILL NO. 2022-521 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Guidehouse Inc. to provide ARPA-Infrastructure related assistance; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021 and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Guidehouse Inc. to provide ARPA-Infrastructure related assistance, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing appropriations by the total amount of Three Hundred Seventy-Five Thousand Dollars and No Cents ($375,000.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. 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 that said Ordinance requires an appropriation adjustment.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

City of Joplin, MO
Finance Department
602 South Main Street
Joplin, MO 64801
417-624-0820

Guidehouse Inc.
1676 International Drive, Suite 800
McLean, VA 22102
(630)650-1034

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-11 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated May 16, 2022 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. The City agrees to pay the Consultant not to exceed $375,000.00 in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the party's intention that the Consultant will be an Independent Consultant and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation, and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder.

The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance, in accordance with the applicable policy provisions. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant shall defend, indemnify and hold the City harmless, 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Notwithstanding any term herein, and except to the extent finally determined to be prohibited by law, Consultant's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Consultant under this agreement. In addition, Consultant shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the City.

F. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas Edwards, City Manager

CONSULTANT

_____
Guidehouse, Inc.

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2022-RFP-11

INFRASTRUCTURE/ARPA RELATED FUNDING ASSISTANCE

RFP Due Date: 10:00 A.M., May 16, 2022

Location: City of Joplin
Finance Department
602 South Main Street
Joplin, MO 64801

Staff: Leslie Haase, Finance Director
Email: lhaase@joplinmo.org

Phone: 417-624-0820 Ext. 1251

Sealed proposals will be received by the Finance Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

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

April 15, 2022
Issue Date

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of a consulting firm to assist the City in identifying any federal, state, or county grant opportunities resulting from the COVID-19 pandemic. The City is interested in a qualified firm capable of taking a creative and innovative approach to maximizing the grant revenue on behalf of the City, as well as leveraging the City's ARPA award in order to increase the economic opportunities for the community. Previous experience with public sector agencies performing this type of consulting work is preferred. The selected consultant will provide data, documentation, and recommendations to the City Manager's Office, in conjunction with an internal employee work group, for this project that is discussed further in this request for proposal (the "RFP").

1.2 Background

Incorporated in 1873, the City of Joplin is located in the southwest corner of Missouri and is the State's fourth largest metropolitan area. Population growth within the City limits, which covers more than thirty square miles, continues to grow modestly while rapid growth is being experienced in the surrounding regional area. Joplin's actual population is 51,762 that swells to approximately 225,000 during the day. The City's fiscal year begins on November 1. The total annual budget of the City is approximately $140 million. The City currently employs approximately 585 full-time equivalent employees representing a total payroll of about $36.4 million. City employees work in fourteen distinct departments: City Manager's Office, City Clerk's Office. Legal Services, Human Resources, Finance, Information Technology, Municipal Court, Public Health Department, Planning, Development & Neighborhood Services, Convention & Visitor's Bureau, Public Works, Police, Fire, and Parks & Recreation.

The City is looking to maximize the grant revenue available as a result of the COVID-19 pandemic to make improvements to the community. The City was awarded nearly $13.8 million in ARPA funds that have not been obligated to date. A goal of this project is to leverage these dollars with additional federal, state or county grant funding related to the pandemic.

1.3 Minimum Scope of Services

Maximizing the grant funding opportunities from the pandemic are critical to community improvements. The City has identified many unfunded projects that will have a significant impact on the community. It is anticipated the successful bidder will be required to hold several in-person meetings to complete this project.

A responsive proposal will include a proposed methodology, approach, timeline, and costs that would accomplish the following outcomes:

A. Identify any federal, state, or county grant opportunities resulting from the COVID-19 pandemic on behalf of the City of Joplin.

B. Work with City staff to identify the best projects to apply for related to these grant opportunities.

C. Gain any appropriate stakeholder input for the various grant opportunities.

D. Apply for the various grant opportunities and administer the grant applications on behalf of the City.

E. Ensure compliance with the various grant requirements on behalf of the City.

F. Develop a plan to layer the City's ARPA funds into any other federal, state or county grant opportunities to maximize the benefit for the citizens and visitors of the City.

G. Provide periodic comprehensive reports outlining the grants applied for various projects, reason for selection of those projects and grants, timeline for grant application and grant requirements.

H. Regularly engage the necessary elected leaders and office holders at the State and Federal governments to ensure the City's applications are in good standing.

I. Provide regular communication and updates with the City's elected officials in the form of presentations and written updates

J. Provide progress summaries to the City Manager and Internal Work Group, as determined, on a regular basis throughout the project.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Minimum Scope of Services and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

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

1.4.2 Organizational Structure

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

1.4.3 Key Staff Resumes

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

1.4.4 Experience and Qualifications

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

1.4.5 References

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

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.4.7 Cost of Proposal

Each Consultant will list a cost for all of the services included in the Minimum Scope of Services. An hourly rate at which the City would be billed for any services that the City might request outside the scope of the items listed in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the April 15, 2022 RFP issue date are subject to change:

Activity	Date
RFP issued	April 15, 2022
RFP Due Date	Mat 16, 2022

Finalist Interviews (if required)	Week of May 23, 2022
Vendor Selection	Week of May 23, 2022
Complete Contract	May 27, 2022
Present Contract to Council for Approval	June 6, 2022
Consultant Commence Work	June 7, 2022 or after
Final Report Complete	TBD

Addenda to the RFP and Requests for Information:

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

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than April 28, 2022 via e-mail to lhaase@joplinmo.org, or in writing, to Leslie Haase (Attn: Infrastructure/ARPA Related Funding Assistance RFP), City of Joplin, 602 South Main Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

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

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

- 25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
- 25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 10% References – will be based on references submitted as part of RFP but can include clients not submitted.
- 30% Cost of proposal – must contain a cost for the requested scope of work in a “not to exceed” amount.
- 10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

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

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

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

A. City of Joplin Standard Professional Services Agreement

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.) If finalist interviews are held, the interview process shall determine the final recommendation.

2.3 Request for Additional Information

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

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

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

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

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

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by February 8, 2022. The successful proposer shall enter into a contract with the City for the performance of work awarded to them and shall simultaneously provide any required bonds, indemnities and insurance certificates

prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and three (3) complete copies will be received at the Finance Department no later than 10:00 a.m. May 16, 2022. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery Only
CITY OF JOPLIN
LESLIE HAASE
DIRECTOR OF FINANCE
602 SOUTH MAIN STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2022-RFP-11: INFRASTRUCTURE/ARPA RELATED FUNDING ASSISTANCE"

3.2 Amendments

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

3.3 Proposal Evaluation Process

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

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

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

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

3.3.4 The City will confer with all responsible proposers who have been short

listed and may arrange, if necessary, for interviews/presentations by the short-listed firms. Interview evaluations will be based on the same criteria listed in this RFP, except for cost, and will be used to pick the final bidder.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

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

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Finance Department
602 South Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-11 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated January 19, 2022 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

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

Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the party's intention that the Consultant will be an Independent Consultant and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions

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

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant shall defend, indemnify and hold the City harmless, 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

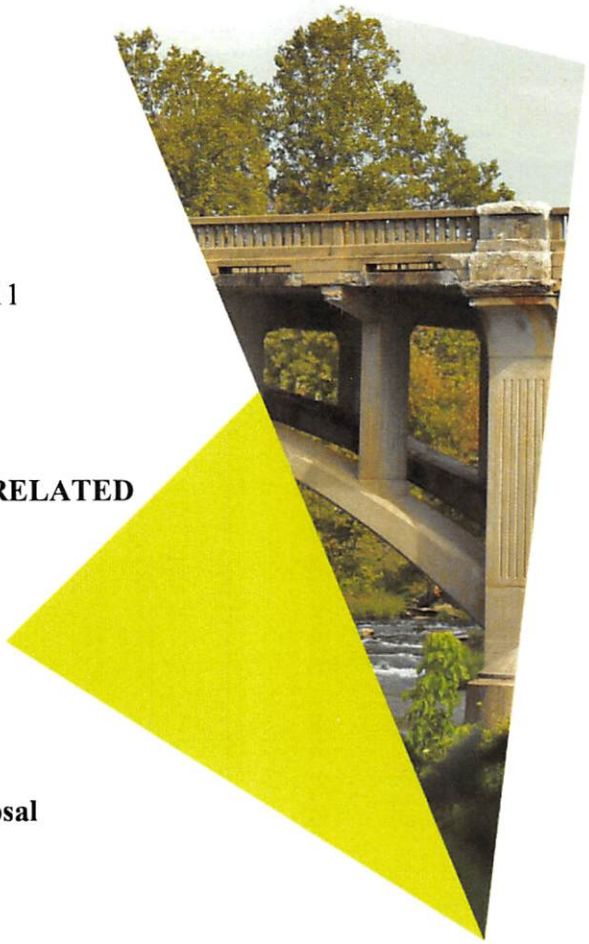
Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Guidehouse



City of Joplin, Missouri
Proposal Reference: 2022-RFP-11

INFRASTRUCTURE/ARPA RELATED FUNDING ASSISTANCE

Response to Request for Proposal

May 16, 2022

Provided to:

City of Joplin
Leslie Haase, Finance Director
lhaase@joplinmo.org
Finance Department
602 South Main Street
Joplin, MO 64801
Phone: 417-624-0820 ext. 1251

Provided by:

Guidehouse Inc.
Raquel Malmberg, Partner
1676 International Drive, Suite 800
McLean, VA 22102
Telephone (630) 650-1034
rmalmberg@guidehouse.com
www.guidehouse.com

Taxpayer Identification Number (TIN): 36-4094854
Data Universal Numbering System (DUNS): 022582428
SAM Unique Entity ID: N9NJK877QJK9
Commercial and Government Entity (CAGE) Code: 1HLR9

guidehouse.com

2022-238

This proposal includes data that is proprietary and confidential to Guidehouse and shall not be disclosed outside the recipient's organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of, or in connection with, the submission of these data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in specified pages/sheets herein.

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.

Guidehouse

May 16, 2022

Leslie Haase, Finance Director
City of Joplin, Finance Department
602 South Main Street Joplin, MO 64801

Subject: Response to Request for Proposal | Proposal Reference: 2022-RFP-11 Infrastructure/ARPA Related Funding Assistance

Dear Leslie Haase:

Guidehouse Inc. and our teaming partners, Viriya Consulting and NanMcKay & Associates, are pleased to submit to the City of Joplin our proposal to help the city with Infrastructure/ARPA Related Funding Assistance. We are confident that you will find that our proposal offers the best value solution to help the City in identifying and maximizing federal grant opportunities and managing funds in a way that best supports the City of Joplin's economic development strategy.

Team Guidehouse is uniquely qualified to assist the City of Joplin due to our in-depth familiarity of the City and surrounding community from our previous work together, and our deep expertise and leading practices for the American Rescue Plan Act (ARPA) as well as other federal grants for counties, cities, and states across the country.

Guidehouse is the largest consulting firm in the world that works equally in the public and commercial sectors. Guidehouse originated as a business unit of PricewaterhouseCoopers LLP, under the name PricewaterhouseCoopers Public Sector LLP until May 2018. Our combined team represents over 14,000 professionals, and we are poised to help Joplin make the most of this once in a lifetime funding. Our proposal offers the best value and most complete solution to the City for the following reasons:

We are leaders in American Rescue Plan Act Consulting Services. Guidehouse has provided COVID-19 and ARPA consulting services for many counties, cities, states, and healthcare institutions throughout the United States. In fact, Guidehouse has performed these services in more than 59 state and local governments and 45 healthcare systems (**Figure 1**). We know that the effective financial management of federal and state stimulus funds can continue to set the course for the City's recovery from the devastating health and economic impacts of the virus, and this moment presents an unparalleled opportunity to improve the quality of life for residents, particularly those in disenfranchised areas hit the hardest by the impacts of COVID-19. We have the experience needed to help the City use these resources effectively and efficiently. We are here to guide the City in identifying and prioritizing permissible uses of funds, developing guidelines and recommendations for the proper administration of funding, in its disbursement, tracking, and reporting, and by setting up strategic positioning for applicable economic development opportunities, so that they may come to fruition.

Guidehouse Inc., 1676 International Drive, Suite 800 McLean, VA 22102
www.guidehouse.com

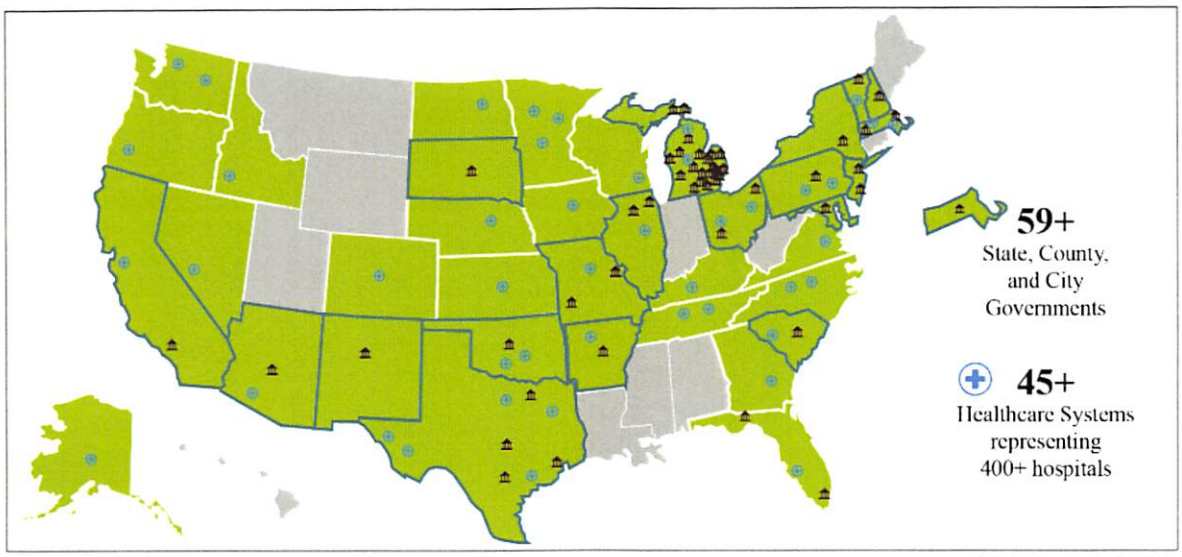


Figure 1. Our COVID-19 Experience

Guidehouse is familiar with the City and has demonstrated the ability to help stimulate the Joplin economy, and address the matters of importance to the community, like the acquisition, renovation, and furnishing of the Advanced Training and Technology Center (ATTC), developing much needed road and sanitary sewer infrastructure throughout the city, providing critical infrastructure improvements to the Crossroads Industrial Park to promote economic development, and the Joplin Homebuyers Assistance Program, a program that expedited the process of bringing homeowners and economic opportunity directly within the disaster zone.

We have the experienced staff you need for this project. Guidehouse recognizes that the success of initiatives such as this one often hinges on the experience and commitment of local resources and subject matter experts. Guidehouse is the superior choice for ARPA engagement, compliance, and reporting in the nation. Your team will be led by Partners, **Gaurav Menon** and **Raquel Malmberg**. Gaurav will serve as the Federal Grants Management Partner. In his role as the leader of the Capital Projects and Infrastructure practice at Guidehouse, he will function in advising on grants management, disaster recovery and ARPA strategy. With more than 21 years of professional services experience, Gaurav specializes in supporting public and private sector entities, including the City of Joplin, is involved in the delivery of large and complex grant programs, with a focus on long-term community development and capital asset rebuilding strategies. Raquel, who will be your engagement partner and brings more than 16 years of experience leading disaster recovery and financial transformations in the public sector. She will respond to project resourcing and quality needs to improve operations, build policies and procedures, and implement strategies and recommendations to fulfil Joplin's mission. **Dami Kehinde** is an Associate Director at Guidehouse and is a part of the Capital Projects & Infrastructure team. Dami has more than 18 years of experience across transportation, state, and local sectors. Dami has led various grant administration projects funded through Housing and Urban Development Community Development Block Grant, Economic Development Administration, Federal Emergency Management Agency PA and more recently related to CRF,

American Rescue Plan Act, and other federal funding sources as it relates to the COVID-19 pandemic. She has also helped lead a large Emergency Rental Assistance Program operations team.

We deliver exceptional results. As a leading provider of management consulting services to public sector clients across the United States, we are proud of our track record of successful service and our reputation for delivering exceptional results and building trust with our clients. We are a proud recipient of the Malcolm Baldrige National Quality Award. This Presidential accolade is reserved for organizations that demonstrate performance excellence through innovation, improvement, and visionary leadership. We are the **only large professional services** firm to achieve this recognition. Our exceptional standards of quality will be driven in our approach.

We know that your decision-making must be guided by data, a clear strategy, and vision for the future. You are faced with the task of identifying, pursuing and administering funds to provide assistance to your community across many constituencies, all while doing so in a fiscally responsible, transparent, and equitable manner. Fiscal stability and compliance are pillars of good governance, and we understand how to operationalize these values. Our partnership will include an experienced and dedicated team, led by local and national experts, who will help guide the City of Joplin to achieve great success.

We know Joplin. The City is in need of a teaming partner that not only possesses the capabilities that will best empower the City to successfully implement this program, but also a partner who possesses an intricate understanding of the community. Our team of professionals have worked alongside the City in varying capacities since 2014. As a result, we have developed an intricate understanding of the community and become equally passionate in seeing the City's growth. Working in lockstep with the City in response to the May 2011 Tornado, our team assisted in the identification and prioritization of eligible projects, developed schedule and budgeting controls, as well as managed more than 50 infrastructure, housing, economic development, public facility, and public service projects. We have become intimately familiar with the City's policies, procedures, and more importantly, the key personnel at City Hall that are both impassioned with seeing the City's success and an honor to work side-by-side with. Having worked in the community for many years, we have established rapports with several of the City's key stakeholders. Our teaming partner, Viriya Consulting, was founded in Joplin, and remains headquartered in the City's historic downtown, mere blocks away from Joplin City Hall. Viriya's support enables the availability of constant boots-on-the-ground presence to both accommodate the demands of the program and maintain an in-person relationship to facilitate efficiency, and therefore success, of the City's ARPA program.

Guidehouse appreciates the opportunity to be considered for this important project and if selected, will provide the City of Joplin with a team of professionals committed to your success. If you have any questions about our response, please contact Michael Schulien, Contracts Manager, mschulien@guidehouse.com, at (703) 409-7112.

Sincerely,

2022-238

Guidehouse

Gaurav Menon
Partner

Raquel Malmberg
Partner

2022-238

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1.0 Company Profile

Guidehouse Inc.	
A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.	Guidehouse Inc. Headquarters: 1676 International Drive, Suite 800 McLean, VA 22102 Telephone (630) 650-1034 Fax: N/A mschulien@guidehouse.com www.guidehouse.com
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.	Guidehouse Inc. was incorporated on June 6, 1996, under Delaware law. On October 11, 2019, Guidehouse LLP completed its previously announced acquisition of Navigant Consulting, Inc. Further, on October 18, 2021, Guidehouse announced the completion of its acquisition of Dovel Technologies ("Dovel"), a portfolio company of Macquarie Capital. These transactions and subsequent consolidation do not impact the technical, staffing, or pricing approach that we are proposing to the City. All assets of Guidehouse, Navigant, and Dovel, including those required to perform this proposal, remain with our combined company – we simply have enhanced our resources and capabilities now that we have combined the two businesses. This change has positively affected the company by being able to provide additional services for our state and local clients.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.	Guidehouse Inc. was incorporated on June 6, 1996, under Delaware law. On October 11, 2019, Guidehouse LLP completed its previously announced acquisition of Navigant Consulting, Inc. Further, on October 18, 2021, Guidehouse announced the completion of its acquisition of Dovel Technologies ("Dovel"), a portfolio company of Macquarie Capital. These transactions and subsequent consolidation do not impact the technical, staffing, or pricing approach that we are proposing to the City. All assets of Guidehouse, Navigant, and Dovel, including those required to perform this proposal, remain with our combined company – we simply have enhanced our resources and capabilities now that we have combined the two businesses. This change has positively affected the

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Guidehouse Inc.	
	company by being able to provide additional services for our state and local clients.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.	See #A

2.0 Proposed Methodology and Approach for Scope of Services

As the City of Joplin navigates how to best allocate the federal funding received and available, **Team Guidehouse is prepared to provide assistance with all components outlined within the Scope of Work**, including but not limited to identifying federal, state, and county opportunities, helping the City maximize grant revenue, and leveraging ARPA funding to increase economic opportunities for the city.

Guidehouse's deep experience managing federal funding is a critical part of our approach to maximizing Joplin's funding opportunities. Allowable uses of funding provided by ARPA overlap with many of the funding programs in the IIJA, and Congress/the Treasury have indicated that, in some cases, states may use COVID-19 funds as non-federal match for IIJA programs. Guidehouse is also carefully monitoring funding guidance updates in Congress, which appears poised to further expand the allowable uses of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to include non-federal match for a wide array of IIJA-funded grant programs. Finally, Guidehouse has developed a broadband funding framework that considers ARPA broadband requirements in conjunction with IIJA broadband program requirements for overlapping program eligibility areas. This approach will allow the City of Joplin to seamlessly change broadband funding program sources, from ARPA funding to IIJA funding, as new funds are made available.

We understand that you need clear structure and program management best practices in place in order to execute your ARPA and IIJA strategy. We will help your team stand up or augment existing program management structures, and provide core project management support to your selected projects and programs. Our methodology for Program and Project Management is built on years of investment, successful quality client delivery, and the Project Management Institute's (PMI) proven, integrated framework that increases efficiencies, reduces risk, and appropriately manages costs of the project lifecycle through closing. At Guidehouse, we take the quality of our work very seriously and, as such, have numerous rigorous and standardized processes that we include within all our engagements to ensure quality.

With our roots in the highly regulated accounting and auditing fields, quality control is not only critical to ensuring our clients' satisfaction, but also a requirement for much of the highly

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regulated work we do. We will kick off our project and, utilizing these PMI standards, establish strong program management practices rooted in practical mechanisms. The Guidehouse team will:

Host a kick-off meeting to establish expectations: At the start of the project, we will meet with the City leadership team to introduce the project team and further define project objectives and requirements, including timelines. The full Guidehouse team would join the kick-off meeting (as appropriate) to make sure there is a consistent understanding of project objectives and expectations at the onset.

Establishing a governance structure: To align and ensure a comprehensive approach to the plan for the City, we will set up a clear governance model that will provide structure to our work. Within this governance structure, we will establish a Project Management Office (PMO) providing governance, coordination, communications, and oversight activities across City Departments, City Council, stakeholders, and subrecipients. **The PMO will help ensure that the City's recovery efforts have the highest impact and greatest benefit to the residents and the community.** The PMO will develop a clear and actionable Program Management Plan to guide all of our work with the City of Joplin, using inputs from key stakeholders, to maximize current funding while creating a pipeline of projects for future funding. We have created an initial governance model based on our understanding of City operations (**Figure 2**). This governance structure can be modified and enhanced based on the changing needs of the City and as the project evolves.

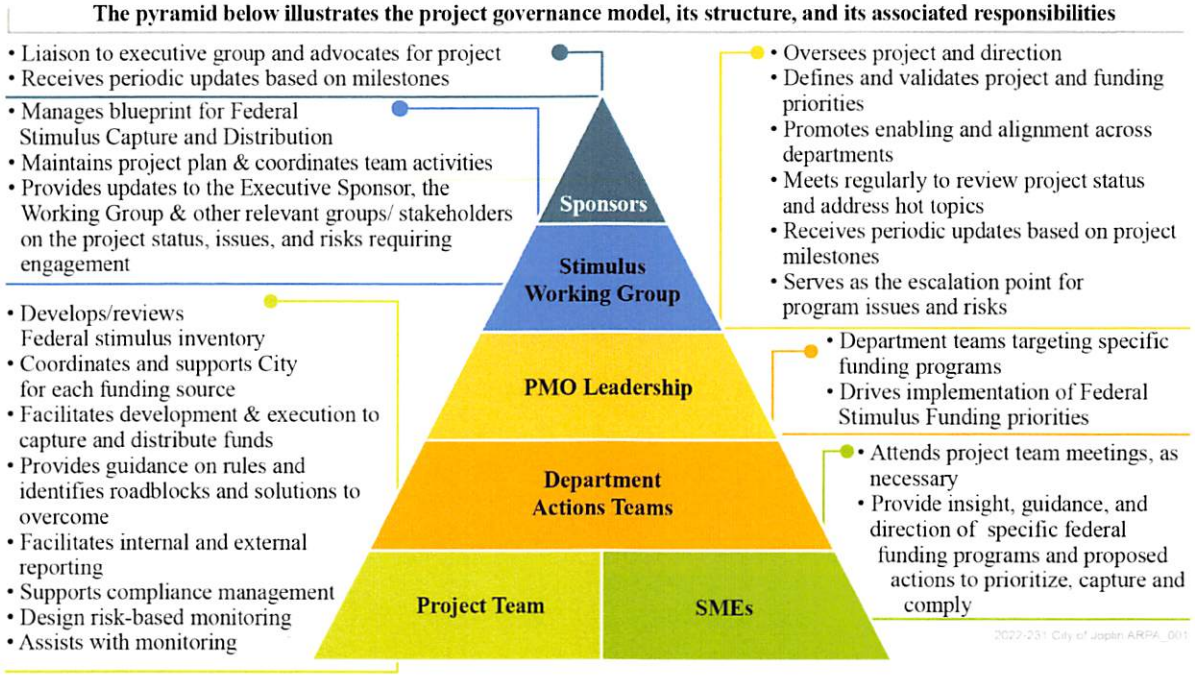

Figure 2. Project Governance Model Overview

Our PMO and core project team members will work hand-in-hand with the City of Joplin, your COVID-19 response funding stewards, and internal City departments through a project governance structure that we will develop in tandem during the first few days of our engagement. This includes the establishment of action teams within each department to help lead specific

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programs. This governance structure, and the associated meeting structure will be important to establishing a rhythm going forward.

The PMO will ensure that the City is able to maximize significant federal financial resources quickly dispersed through ARPA and IIJA appropriations and will help document to demonstrate compliance and manage projects through the life of the federal funding and beyond. We will provide advice and insight on updates to eligibility that could impact your strategy, ensuring that every possible dollar gets to the residents of Joplin.

Establish a document management structure: We will validate that an effective document management structure is in place. Our team will work with you to confirm or refine this structure and ensure that documentation is well managed for all ARPA funded projects. Our team has significant experience managing the complexities of document management for various funding sources and will be prepared to assist the City in mapping the flow of documentation and requirements to ensure the efficient and transparent management of all funds. A robust document management system enables our team and the various City Departments to upload, classify, organize, secure and conduct analytics on a significant volume of documents. **Figure 3** is a sample document management system.

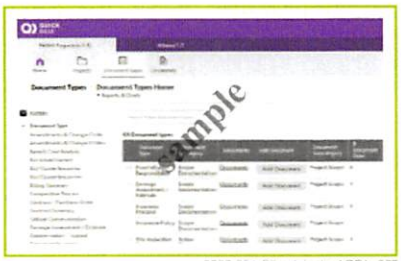

Figure 3. Sample Document Management

Establish a program plan: A key area of support will be in scheduling. Given the complexity of recovery programs, an integrated program plan will be imperative to keep track of the many moving parts such as multiple ongoing work streams, multiple funding sources, and stakeholder coordination. Adding to this complexity is an array of federal agency requirements and reimbursement processes. The program plan can be developed in Microsoft Project, Excel, or another tool that the City prefers and will be refined and maintained throughout the lifecycle of the program. The baselined schedule would provide all stakeholders with the means to measure and track project milestones and monitor progress. **Figure 4** shows a sample program plan.

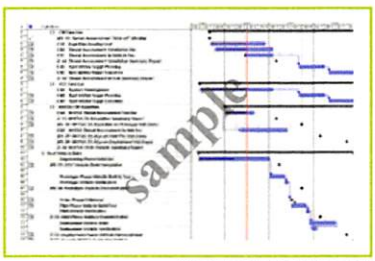

Figure 4. Sample Program Plan

Provide frequent program reporting: We strongly believe that frequent and regular touchpoints with you during the project will make sure that our work products remain aligned with your objectives and address any changes in project direction. We will set up at a minimum a weekly meeting between our team and your team. During this weekly meeting, we will discuss progress to date, current timelines, risk and issues, and other challenges that might arise. Our project team will monitor progress against the project's objectives and will work with you regularly to ensure that our work is meeting high-quality standards. We believe that regular and open communication is the best approach.

Provide proactive risk management: Risk management is ingrained in our culture and our heritage stemming from our audit and compliance roots. We will use a Risk Register to track potential risks before they occur and formulate a mitigation strategy to preempt occurrence. The

Risk Register will also be used to record the outcomes of the risk mitigation steps and coordinate subsequent measures that could be implemented to negate any negative impact on our tasks.

Collectively, the establishment of these tools and our overall approach to structured collaboration will help us manage the overall program and be able to respond to the impact of changes resulting from changed in circumstances and/or shifts in mission priorities — increasing our ability to help you reach your goals.

Our quality control mechanisms and risk management practices are operative before, during, and after an engagement, and all of our resources and deliverables are subject to these standards during regular inspections. This is not something we do on an engagement-by-engagement basis — it is what we do for all our engagements.

Provide comprehensive project implementation and administration support: After we have established the overall governance structure, we will quickly turn to executing the City's priorities. We will validate and document a high-level strategy to guide funding decisions, and we would then work with Joplin to begin to vet and launch individual projects (as needed). Our PMO will work with the various Department leads or other subrecipients and Action Teams to manage individual projects.

We will work refine and finalize the design of the individual projects that will be funded by ARPA once approved by the Mayor and City Council. Once the City has selected a project to move forward with, Team Guidehouse will begin research on viable solutions and development of an overall project framework. We will engage our COVID-19 Center of Excellence to gain insight into the approaches comparable jurisdictions around the country are taking to similar projects and leverage existing best practices. Our team's draft project outline will detail elements such as eligibility requirements, eligible fund uses, application process details, goals, objectives, milestones/timeline, key performance indicators, reporting to track, coordination with the designated Federal, State or County entity, and strategy for communication and outreach.

With this outline in hand, we will present the proposed options to the Internal Working Group to solicit feedback and recommendations. In our experience, this collaborative approach to program design lends itself to arriving at solutions that best meet the needs of each of your constituents.

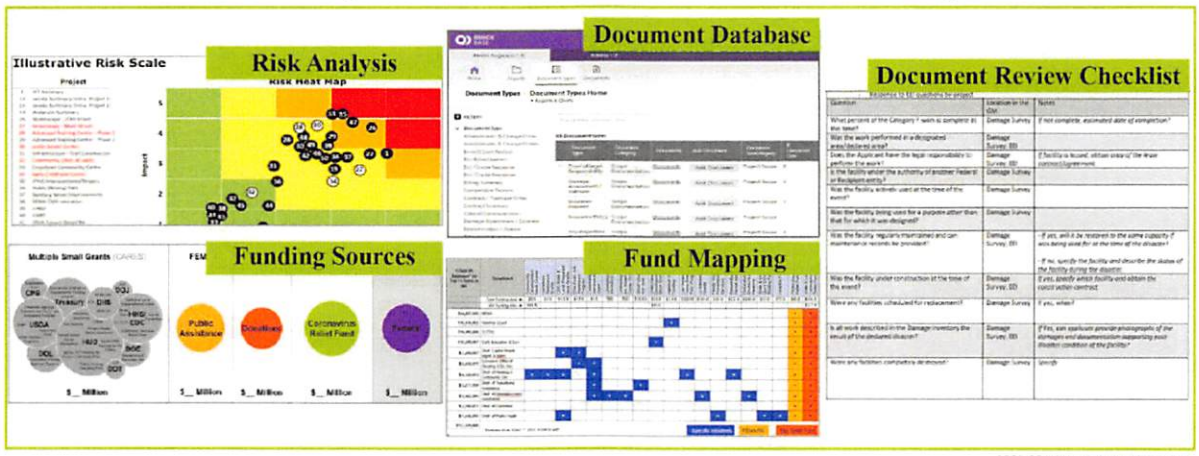

Figure 5. Sample Project Management Tools

Provide robust project management tools and structure: Once draft project outlines have been approved, we will hand over these projects to individual Departments or other subrecipients

as necessary. Team Guidehouse employs customizable, repeatable methods and tools to achieve task objectives, control costs, provide for consistency, and manage resources in an environment of concurrent task orders and competing demands. We will refine and tailor many of the tools we have including standard templates for response and execution, reporting status, burn reports/analyses, risk assessment, and staff modeling. We will also provide Department project teams with key project management tools and templates to support execution. Our PMO team will provide active and hands-on support throughout project execution and will establish a regular communication cadence. We understand that in order to be successful, the City will have to communicate clearly and frequently with these stakeholders to ensure their discrete needs are being addressed and communicated clearly to the public. Stakeholder engagement will include residents, elected officials, City Council members, City departments and agencies, non-profit organizations, neighboring cities and counties, or the State, and others. We will assist with this coordination and engagement to ensure priorities are aligned, decisions are made in a collaborative fashion, funding is effectively distributed, duplication of benefits risk is addressed, and communications are rapidly shared. Our team can help coordinate those stakeholders' views, ensure all points of view are considered and aligned, and lend support and guidance at briefings or meetings to correlate developments. **Figure 5** shows sample project management tools. *Please see Section 2.3 for additional information.*

Team Guidehouse will analyze the information provided by the city project leads and provide weekly reports and debriefs to city engagement leadership on the project status. If situations arise where project reporting metrics are not in line with the City's expectations, Team Guidehouse will work with all involved stakeholders to collaboratively develop remedies and help project leads course correct. During project performance, we work with project leads to ensure that they are aware of the City's expectations and that they are actively gathering and maintaining all required documentation for their respective project files.

2.1 Identify any federal, state, or county grant opportunities resulting from the COVID-19 pandemic on behalf of Joplin

We understand that there are multitude of considerations and priorities to weigh when approaching this funding opportunity (**Figure 6**). In working with cities, counties, and states across the country in their COVID recovery efforts, we have a deep understanding of these priorities, and have successfully navigated the complexities of grant management and administration. We are eager and excited to do the same for the City of Joplin.

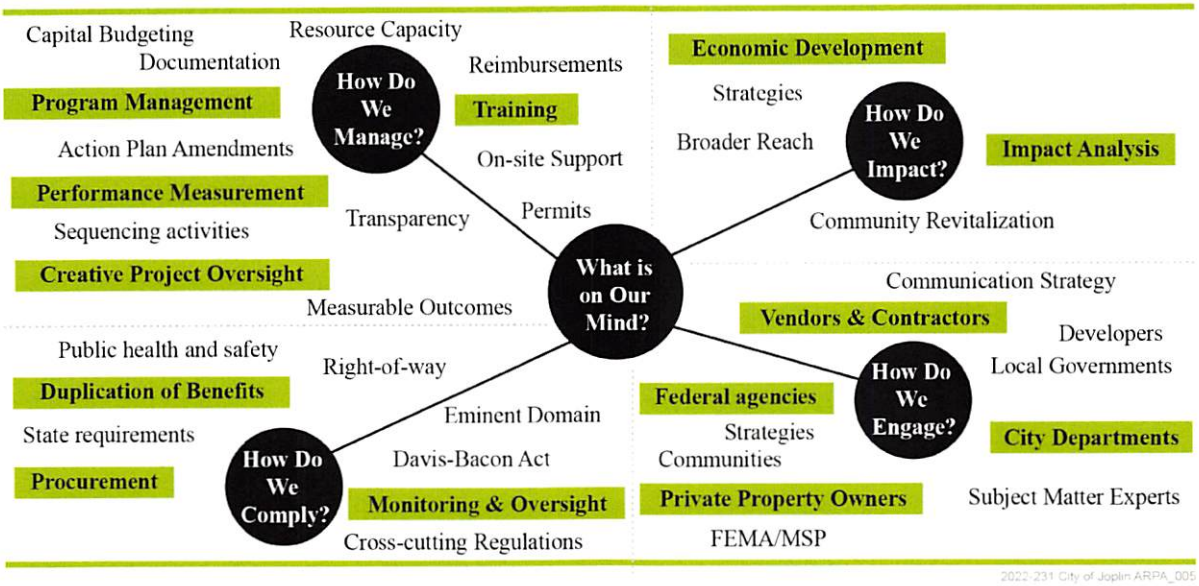

Figure 6. Grant Management Considerations

First, we will conduct an initial needs assessment that will determine what the City has already spent and develop a forecast for future spend. We will then utilize our ARPA, CARES Act, and previous COVID-19 funding project work to commence identifying sources of funding.

- **Identify Existing and Future Funding Sources**. Guidehouse will work with the City to identify all relevant funding opportunities to maximize funding assistance across the diverse portfolio of projects and/or initiatives, while at the same time avoiding duplication of benefits that results in a de-obligation of funds in the future.
- **Map Projects and Needs to Funding Sources, Assess Eligibility Requirements, and Prioritize**. With each of our funding sources identified, we will then undergo a process of mapping projects to specific funding sources in large part based on eligibility requirements. This requires a deeper look at each of the funding sources as well as the cost categories eligible for reimbursement. We will then prioritize the project along a number of parameters such as cost, risk, level of impact, dependencies, etc. **Figure 7** shows how we map projects to fund resources.

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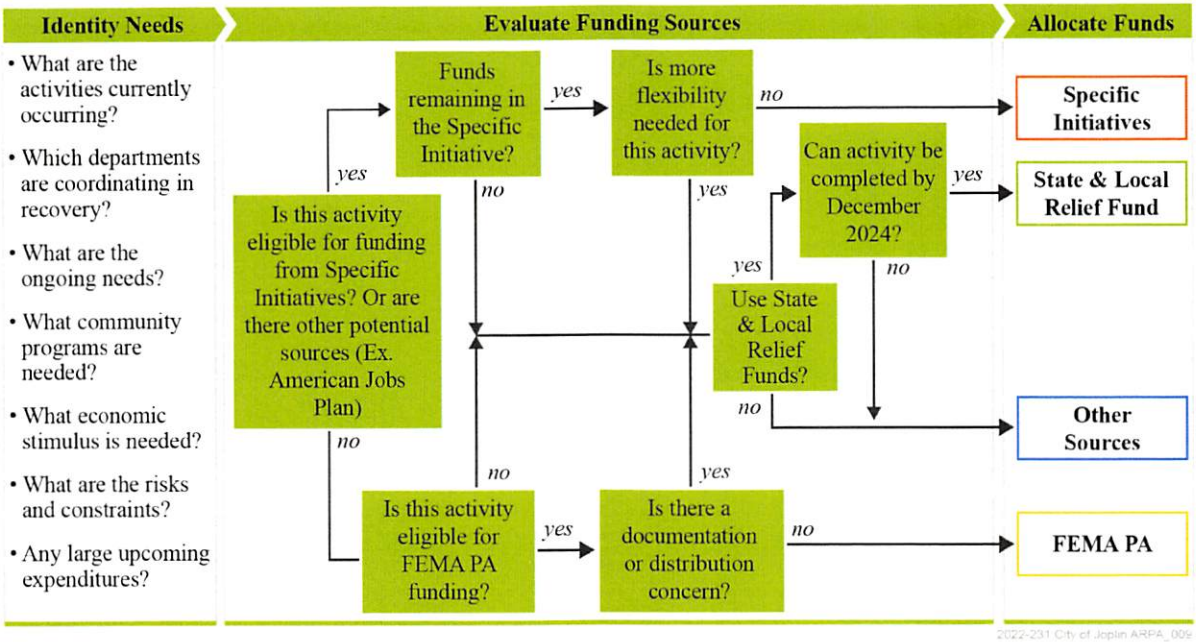

Figure 7. Mapping Projects to Funding Resources

System Development

Concurrently, if deemed necessary based on technology needs and the ARPA portfolio of projects, Guidehouse will begin developing a web-based portal that will be used for grant management. To complete the development of the system we will being with the following steps:

- **Understand Current State Abilities.** We will be reviewing data and supporting documentation from stakeholders from the necessary departments to understand the current state of the City's COVID-19 response and finance capabilities across the following:
  - How are COVID-19 related costs currently being tracked and documented vs. how typical program costs are defined and tracked, monitored, and controlled?
  - What costs are eligible for reimbursement and are they adequately supported with documentation?
- **Deploy Cost and Project Management Tools and Templates.** Guidehouse is bringing tools that were developed by our COVID-19 Command Center and are currently being used by multiple teams to serve a variety of clients in their response to COVID-19. These tools will ensure that the team is ready to expedite the recovery process from Day 1. The Guidehouse Command Center has developed an in-depth workplan which details the various steps for ARPA funds management.

Local governments are currently looking at a once-in-a-generation investment in essential services, infrastructure, and broader communities. One major value proposition our team can provide City leadership with is the identification and review of other grants to optimize availability funding, ensuring coordination with charitable foundations and other stimulus spending.

For example, navigating the complexities of the Infrastructure Investment and Jobs Act (IIJA) grants landscape may prove challenging for many local governments. State and local governments will face a complex array of new formula grant programs that will require new

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administrative programs and processes, new competitive grant programs, and changes to rules for existing grant programs. Over the next few years, local governments like the City of Joplin need to be prepared to stand up new administrative programs and processes for grant programs, review existing "shovel ready" and "backlog" projects for competitive grant eligibility, identify appropriate non-federal cost share sources, and develop winning grant applications.

Table 1 highlights how Guidehouse helps at all phases of the grant's lifecycle using the IIJA as one example. Furthermore, we have established a methodology and various technology tools to help clients maximize federal funding to their jurisdiction and maintain compliance throughout the grant's lifecycle.

Table 1. Supporting Local Governments with Leveraging Infrastructure Investment and Jobs Act Grant Opportunities

Identify Opportunities	Evaluate & Prioritize	Develop Project Plans & Submit Applications	Program Management, Implementation, & Reporting
• The complex array of funding opportunities requires that state and local governments understand: • How planned projects can be expanded to include newly eligible features/functions • Develop new projects for new grant programs	• State and local governments should consider new opportunities and existing backlogs to develop new project plans focused on maximizing federal funds: • Which planned formula projects are eligible for competitive grants? • How can existing long-term project plans can be accelerated? • Where can non-federal matching funds be found? • Align grant timelines with eligible project timelines • Engage with relevant stakeholders (local governments, neighboring states, utilities, public/private partnerships (PPP))	• Many IIJA funds are competitive grants for which state and local governments will need to: • Develop grant application • Conduct Cost/Benefit Analysis, economic ROI • Develop business case • Develop a stakeholder engagement plan for complex regional/local/PPP grants	• Provide audit and compliance monitoring • Manage and maintain a PMO. • Provide a customized grant management software solution or use the client's existing solution to track & report grant requirements • Execute project(s) implementation • Manage ongoing stakeholder processes

Key Activities

- Support the City in review and cataloging of all relevant grants to review for matching and additional funds capture.
- Review State of Missouri ARPA projects to capture any additional revenue for the City.
- Assist with the coordination with nonprofits, charitable foundations and private sector for matching potential and eligible projects.

Deliverables

- Roadmap on additional grants

2.2 Work with City staff to identify the best projects to apply for related to these grant opportunities

Guidehouse has already invested in a suite of tools to facilitate local government's ARPA and IIJA funds maximization and management. The City of Joplin needs a partner prepared on day one to guide the city and its agencies through the details of funding opportunities in the IIJA and ARPA. Guidehouse has prepared tools and accelerators specifically to assist in this process.

For example, our proprietary **IIJA Strategy Tool (IIJA Tool)** is a sortable, filterable, and constantly updated database of all funding opportunities in the IIJA. The data in our IIJA Tool goes far beyond the data released by the White House and other publicly available sources. The Guidehouse IIJA Tool includes not only the text of the IIJA statute parsed into various funding programs (searchable by eligible recipient, category, keyword, etc.), but also all the details of the funding including preferences for recipients, set asides for specific recipients or categories of recipients, non-federal match requirements, and other key details. The IIJA Tool also translates into plain English the language that amends existing programs to expand eligibility for existing grant programs. The information in the IIJA Tool is critical for maximizing the city's use of funds. Details on how the Guidehouse team will use the IIJA Tool to meet the city's needs are included in the Project Plan section below.

Guidehouse's deep experience managing federal funding is also a critical part of our approach to maximizing IIJA funding. Allowable uses of funding provided by the ARPA overlap with many of the funding programs in the IIJA, and Congress/the Treasury have indicated that states may, in some cases, use COVID-19 funds as non-federal match for IIJA programs. Guidehouse is also carefully monitoring the latest in Congress, which appears poised to further expand the allowable uses of the Coronavirus State and Local Fiscal Recovery Funds to include non-federal match for a wide array for IIJA-funded grant programs. Finally, Guidehouse has developed a broadband funding framework that considers ARPA broadband requirements in conjunction with IIJA broadband program requirements for overlapping program eligibility areas. This approach will allow the City of Joplin to seamlessly change broadband funding program sources (from ARPA funding to IIJA funding) as new funds are made available. Below is an overview of select relevant qualifications and experience providing similar services to clients.

2.3 Gain any appropriate stakeholder input for the various grant opportunities

Even as we hope the COVID-19 pandemic is nearing an end, it is imperative to understand the lasting impact it will have on nearly every aspect of daily life for the City of Joplin's businesses, workers, and residents. These impacts may take years to address, through strategies that range from helping small businesses recover from their economic losses, to helping students catch up in the classroom, to helping retrain a new type of workforce. The journey ahead for the City of Joplin is a long one, yet it also presents the opportunity for hope and lasting change. The Guidehouse team includes members with a deep-seated understanding of the City's key stakeholders; including team members who were responsible for leading the City's capital planning process, which was recognized as an Industry Best Practice by the Department of Housing and Urban Development (HUD). Our team has demonstrated their ability to work with

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key stakeholders in driving recovery efforts; including coordination with the Citizen Advisory Recovery Team (CART), the Joplin Area Chamber of Commerce Foundation (JACCF), the Joplin Industrial Development Authority (JIDA), the Joplin area Economic Security Corporation (ESC), the Joplin School District (JSD), the Downtown Joplin Alliance (DJA), as well as Missouri Southern State University. In addition to the capital plan, our team lead the City's Smart City initiative which saw the development of a robust Roadmap driven by community and stakeholder input. In both the Disaster Recovery Capital Planning efforts, as well as the Smart Cities initiative, our team was responsible for development and administering community workshops to elicit feedback from the community and key stakeholders. Listed below in **Figure 8** is our view of the City of Joplin's stakeholder network with City leadership at the center. Fundamentally, after over two years of responding to the pandemic, the question remains: *What can the City do to continue to help its constituents recover from and prepare for life after the pandemic?*

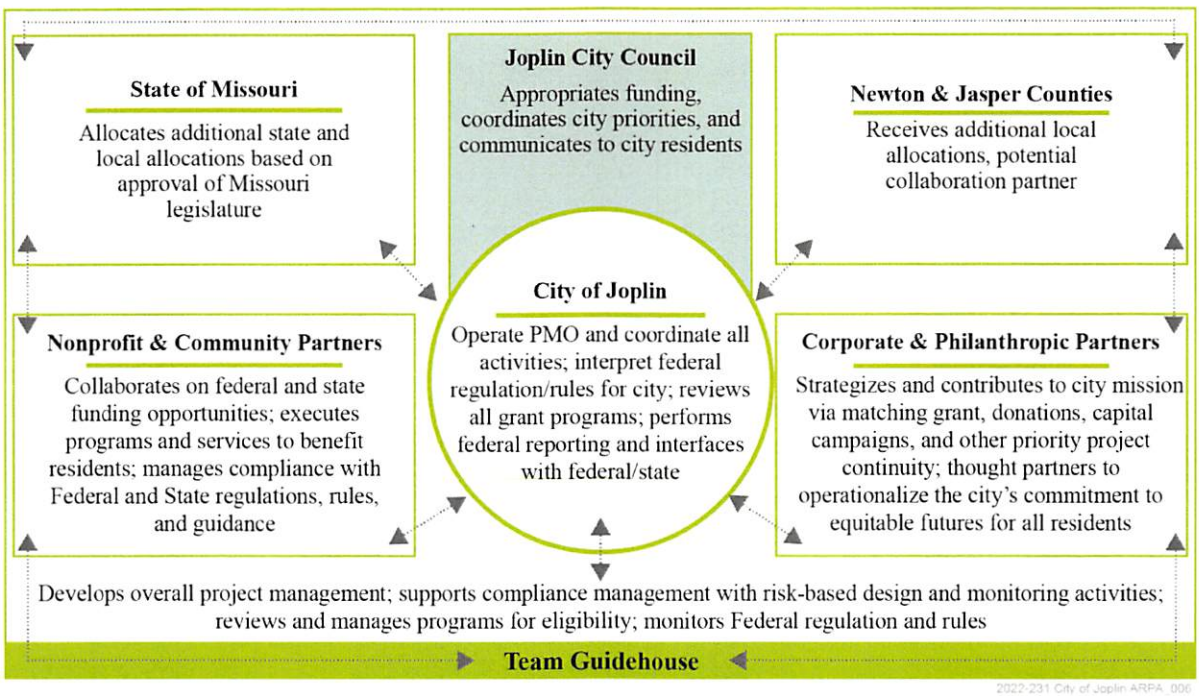

Figure 8. City of Joplin Stakeholder Network

These are important questions to ask because they not only allow the City to help those who have been affected by COVID-19, but they also allow the City to create a more equitable and sustainable future. Through our existing partnership, we've worked side-by-side with the City of Joplin as you navigated the recovery from the tornado.

As a trusted advisor for departments throughout the City, Team Guidehouse has developed methodologies to complement your strategy. You need a systematic way to ensure your efforts are coordinated, organized, and well-executed, working closely with an ecosystem of stakeholders to make progress on shared goals, and maximize economic and community growth

The stakeholder engagement aspect of our approach cannot be understated. We will work closely with you to develop a stakeholder list which will include the various levels of government, anchor institutions. Understanding these stakeholders and community members will define how

the broadband objectives can be achieved, especially as it relates to identifying community need and priorities.

Additionally, by identifying key stakeholders from the beginning (**Table 2**), we can conduct subsequent analyses with stakeholder impact. A stakeholder list will then allow us to develop a comprehensive stakeholder mapping and analysis that will inform how we engage each one. This deep dive into stakeholder engagement from the onset can allow for increased support and buy-in for potential changes to come (**Figure 9**).

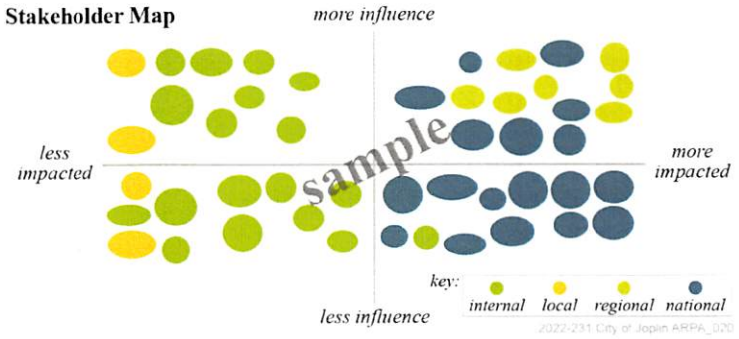

Figure 9. Illustrative Depiction of Stakeholder Ecosystem Mapping and Classification

Beyond stakeholder identification, we will then need to move into stakeholder classification. This is not an academic exercise. The purpose of this is to triage a complex stakeholder ecosystem with various divergent voices into a manageable and coherent way for effectively including them in the development of city initiatives. This allows us to be organized in terms of whom we speak to, and when, what messaging points are important to strike, and the level of input we are inviting them to provide.

In partnership with Joplin's internal city leaders, we will then engage internal stakeholders through interviews and follow-up meetings as needed. Interview topics include:

- Current state of needs
- Solicit data and input on development priorities from stakeholders
- Visualize what a successful project looks like to them
- Potential strategies to address project, community, and stakeholder needs
- Implementation considerations such as funding or risks

Table 2. Possible City-level Stakeholders

City Level Stakeholders	
Joplin City Council	Joplin Area Chamber of Commerce
Finance Department	Joplin Industrial Development Authority
Public Works	Downtown Joplin Alliance
Planning, Development & Neighborhood Services	Citizen Advisory Recovery Team
Jasper & Newton County	Public Utilities
IT Department	Joplin School District, MSSU, & Crowder College

2.4 Apply for the various grant opportunities and administer the grant applications on behalf of the City.

Many IIJA funds are competitive grants for which local governments must develop grant applications, conduct cost/benefit analysis, establish economic ROI, and develop business cases. Once we have used the IIJA Grant Strategy Tool to align projects on the *Opportunities List* with competitive grant programs, we will work with the State Entities to outline and develop winning competitive applications. **Figure 10** shows our grants management process flow.

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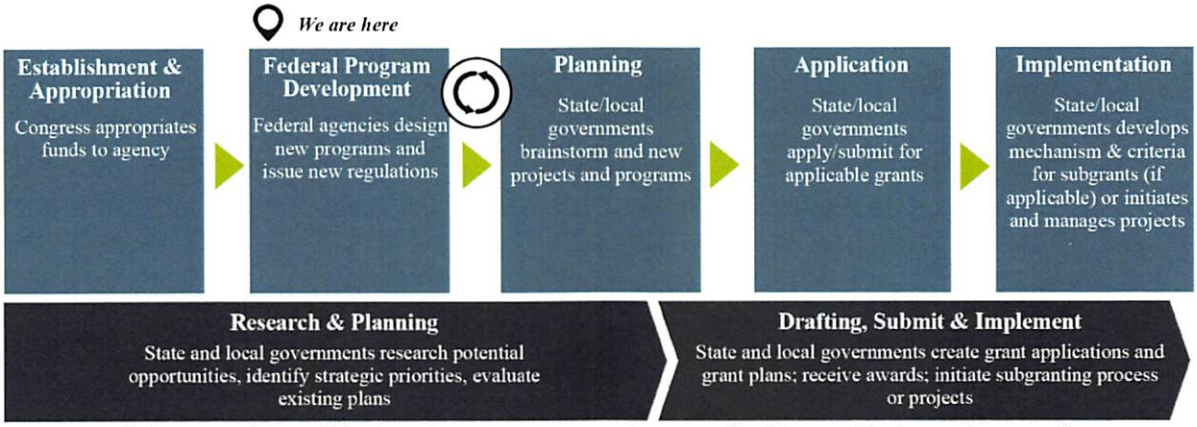

In the pre-award phase, federal agencies must create new grant programs. **This Program Development process will not happen overnight.** In many cases, this will take 6 months to a year before the federal grant programs are established and accepting applications from state and local governments.

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Figure 10. Grants Management Process Flow

It is essential that Joplin has adequate resources to craft quality responses to the grant programs aligned with *Opportunity List* matched funding sources. Although *Opportunity List* projects may align with several different federal funding sources, there is often a significant burden for local governments in developing successful applications. Our *Responsibilities Analysis* will review the Joplin's grant writing capacity and recommend the correct level of support needed to write a successful application.

Our team will work closely with the city staff for grants strategy and application support to ensure that significant grant application deadlines and decision points are met. What that support will look like depends on the design and priorities of each federal grant program. For example:

- Some federal programs give priority or funding preference to areas of economic disadvantage. To successfully win competitive applications in these programs, the City may need economic analysis to demonstrate how the proposed projects will target the federal agency's identified disadvantaged population. In this case, our team would include economic modelers skilled in the use of our econometric tools and with strong data modeling capabilities.
- For some grants the city will need to prepare applications for regional, local, public/private partnership grant opportunities. For such projects, we can provide stakeholder communications plans and application development project plans to ensure the seamless gathering of the required information and the drafting of a consistent and unified application.
- Many grant programs in the infrastructure space are highly technical. In those cases, we have identified a set of experts with specific transportation, cybersecurity, water, energy, or broadband expertise. These experts can supplement existing agency staff and increase the capacity of resource constrained agencies to apply for funding.

With our team's assistance, the City will be able to maximize the available federal funding opportunities and put together applications and policies that speak specifically to the priorities of the federal funding source.

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2.5 Ensure compliance with the various grant requirements on behalf of the City.

Guidehouse will provide technical advisory services on allowed uses of ARPA, IIJA and other federal funds and provide formal opinions regarding eligibility. Team Guidehouse has deep and expansive experience managing grant administration. For State agencies and local governments, Team Guidehouse has overseen everything from funding strategy and document collection through audit-ready submission. We have deep capacity expertise managing ARPA, CRF, CDC, CDBG, HUD, and FEMA PA, as well as numerous other Federal and State funding opportunities from grant award through final compliance and monitoring. We are currently doing that exact same work for Cook County, IL, Wayne County, Michigan, Oakland County, MI, and Kalamazoo County, MI and more than 50 other states and local governments.

Case in Point: City of Akron COVID-19 Recovery Services

Guidehouse is providing grant management services for Wayne County in their multi-pronged response to the COVID-19 emergency. As one aspect of this work, Guidehouse is developing spending plans across several stakeholder departments in the County including Human Health and Veteran Services, IT, Sheriff's Office, and Economic Development. Guidehouse also provided monitoring and compliance support in the deployment of $70 million in grants for small businesses, non-profits, and individuals, ensuring a timely disbursement of funds that comply with applicable regulations. We also helped the County deploy an additional $7.5 million in grants received by the State to meet a quick deadline for the disbursement of funds by working closely with the Detroit Economic Growth Corporation to launch a coordinated effort to notify and award grantees.

Our general approach is to identify needs and programs identified by the City and then identify and map those to Treasury guidance and prepare eligibility memos that are in audit ready format to be used by the City and typically stored in a repository for future use. Once eligibility is finalized, Guidehouse will establish spending and expenditure capture methodology to ensure obligations and expenditures are captured for quarterly Treasury reporting. We have already provided assistance, guidance and verification of spending and project eligibility related to COVID-19 funded programs for several cities, counties, and states including leading submissions of the most recent ARPA reports to the Treasury. Once projects are off and running, we will help deploy a risk-based compliance management program and related monitoring for ARPA funded projects. As projects are stood up and administrators begin providing ARPA relief services to the City residents, our team will actively support your team and City leadership in the ongoing oversight and management of their execution. We will coordinate with the administrators and conduct weekly check-in meetings to monitor project performance, identify issues, and provide feedback.

Our team is prepared to provide you with the expertise and hands-on support to help you **organize and engage City resources** to successfully capture, allocate, distribute and report the wide variety of Federal funds being made available for COVID-19 relief and recovery. We will also be able to help you **manage compliance through design,** including subrecipients, utilizing risk-based approaches. We will also help you **monitor program performance and impact**, ensuring that these funds are helping the City of Joplin achieve the goals and objectives you have articulated. Our approach to **grants management** can help you establish a framework, and core common principles, that can be scaled up and matured whenever necessary to meet increasing demands or changing circumstances, as demonstrated in **Figure 11**.

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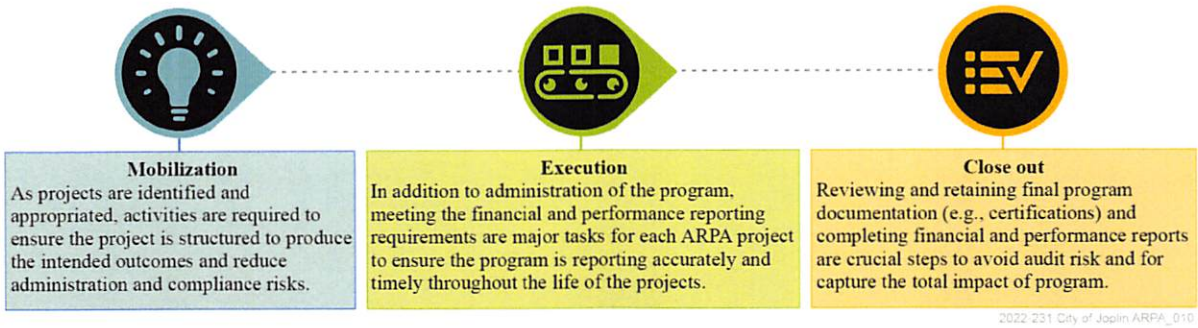

Figure 11. Guidehouse Approach to Grants Management

Guidehouse has significant experience and will assist the City with the review of grant requirements, guidance, and interpretation in accordance with uniform guidance referencing 2 CFR §200. In addition, as we are the compliance oversight monitor for the State of Michigan, we have already mapped the compliance requirements for ARPA in accordance with the Uniform Guidance and will be able to hit the ground running as U.S. Treasury recently released CFDA 21.027. This work will be performed by our project leadership and SMEs and will benefit from Guidehouse's COVID-19 Centers of Excellence, staffed with consultants doing similar work at clients across the country.

At a high level, we will provide guidance, support, and communications around:

- Development of grant programs, including eligibility, impact, and evaluation criteria
- Development of applications (assisting subrecipients to gather data and documentation)
- Applicant and eligibility reviews, including scoring applications and providing independent recommendations on grant allocations
- Providing expenditure eligibility guidelines to both the City and its grant recipients
- Access and usage of the grant's portal at the City's discretion
- Required reporting to the Treasury
- Providing technical assistance and guidance on any ad-hoc issues
- Provide specialist/administrative support for review, reconciliation and close out of funds (including any supporting documentation)

As per 2 C.F.R. § 200.303 regarding internal controls, non-Federal entities are expected to create and maintain effective internal controls, and to monitor and evaluate and comply with Federal statutes, regulations, and the terms and conditions of the Federal Award. Guidehouse has helped numerous clients to strategize and assist in funds administration and control procedures for grant requirements and funding. Additionally, we have already built ARPA specific models to calculate revenue losses to further refine the City's approach and help ensure compliance.

When it comes to having detailed knowledge of internal controls and procedures, Guidehouse is considered an authority. In fact, our colleagues "wrote the book" on risk and controls and authored the widely accepted Internal Control-Integrated Framework, published by the

Guidehouse is an Internal Controls Leader

- Our team are thought leaders and principal authors of the Committee of Sponsoring Organizations of the Treadway Commission (COSO) ERM – Integrating with Strategy and Performance Framework, which is the leading framework for ERM in the public sector.
- Guidehouse has assisted dozens of public sector entities in establishing the foundation for their internal audit functions and have continued to support them as they rolled out the program and matured their capabilities.
- We have deep capabilities and understanding of the audit requirements for federal and state grants.

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Committee of Sponsoring Organizations of the Treadway Commission (COSO) in 1992 and the 2013 updated framework. The concepts articulated in these leading frameworks are embedded in our risk management tools, methodologies and know-how, and are geared to help the City of Joplin design and implement processes and controls to achieve their objectives. In addition to benefitting from our technical and government experience, we will also provide a fresh perspective on how to design, build, and implement a comprehensive, yet sustainable, internal controls framework for each critical.

What really differentiates Guidehouse is how we can use our government knowledge and experience to implement the framework in a pragmatic way. Our goal will be to enable the City to implement an internal controls framework that is "workable" within the City's organization and aligned with the City resource constraints, while providing the desired level of assurance over the City's internal controls. We've observed that many organizations "over build" an internal controls framework which limits the ability to document its internal controls, but more importantly limits its ability to operate in a well-controlled, effective manner. We will help the City of Joplin stay focused on a balanced approach, which helps to ensure that funds distributed through ARPA, and other funding sources can stand up against a future audit.

2.6 Develop a plan to layer the City's ARPA funds into any other federal, state or county grant opportunities to maximize the benefit for the citizens and visitors of the City.

Guidehouse can support Joplin in assessing all available funding including ARPA, IIJA, and other funding sources to determine the best use for the City (**Figure 12**). Braiding ARPA with IIJA presents an opportunity to provide residents of Joplin with vital infrastructure supports that will improve their socioeconomic well-being. Many of these projects will not only benefit all residents, but could impact underserved and hard to reach groups, including populations in greatest need.

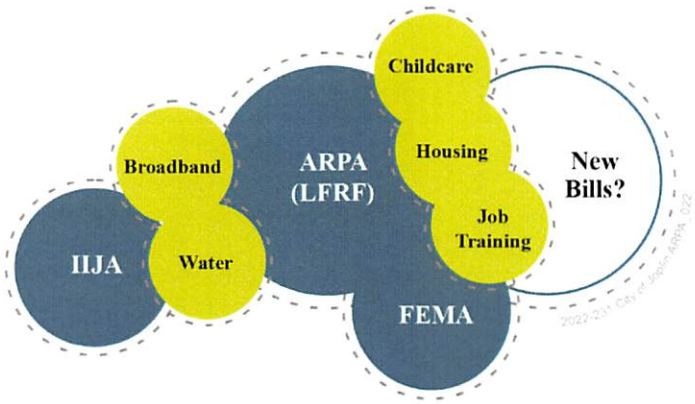

Figure 12. Eligibility considerations for Federal Grants Management Strategy

These projects can also help ensure that the City is prepared for future growth. Guidehouse would approach this in two phases:

Phase 1: Strategic Planning

- Determine city opportunities and responsibilities
- Align strategic priorities and planned projects with funding opportunities; create management processes
- Support the development of winning applications

Phase 2: Project Management Support

- Design programs (contractors/subgrantees); establish program rules
- Set up ongoing program/data management processes and tools
- Support communication and reporting for programs

Through our assessments, we will evaluate your ARPA program and strategy, and as additional details get released from the IIJA about Broadband, Water, Housing programs, etc. we will be able to assess and analyze where the City could swap funding streams so that the City can stretch its SLFRF dollars further

2.7 Provide periodic comprehensive reports outlining the grants applied for various projects, reason for selection of those projects and grants, timeline for grant application and grant requirements.

The ARPA, IIJA, and other Federal grants have been highly visible to the public since their passage into law in the past year. As a result, the public will regularly demand easily digestible information about how the city is utilizing these funds. Team Guidehouse will assist in drafting or reviewing communications related to any of the federally funded programs. Additionally, Guidehouse will also develop public-facing program dashboards and graphics that will help communicate the City's progress on utilizing its federal dollars and their respective impact on City stakeholders. Almost as important as public-facing reports, there is also a strong need for Team Guidehouse to assist in the submission of the reports required by Federal, State, or other funding agencies. will serve as the mechanism for aggregating programmatic spending data from around the City and work directly with the Bureau of Finance to ensure reports are submitted in a timely and accurate way.

Case in Point: City of Akron COVID-19 Recovery Services

Guidehouse is working with the City of Akron to maximize the use of American Rescue Plan Act ARPA State and Local Fiscal Relief Funds (SLFRF) and coordinate reporting. This includes monitoring compliance with all Treasury guidelines and providing the client insights on eligibility and strategies to fully leverage all SLFRF funds. We established proper accounting and reporting internal control mechanisms to record, track, and disburse funds according to all federal and state regulations including, but not limited to Uniform Guidance, General Accepted Accounting Principles, and the City's internal accounting policies and procedures. Guidehouse provided a project kickoff to help engage a stakeholder team and create a unified approach to recovery that aligned public, private, and not-for-profit sectors together. We are providing project eligibility support, including identification of authorized use of SLFRF funds so the City benefits from a stable, compliant expenditure and payment tracking mechanism. We are providing grant management and performance evaluation services to support the City's $20 million community violence intervention and prevention program. In addition to developing a web-based dashboard utilizing Microsoft BI that integrates with Workday to provides data visualization of the City's SLFRF spending and provides a resource that promotes transparency to the public on where the funding is going

Guidehouse will maintain Weekly Policy Status Tracker in its overall project status report to maintain momentum around the establishment of projects and grants, and report on funding

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sources relevant to the city. Once the City has selected grants to move forward with, Team Guidehouse will begin research on viable solutions and development of an overall project framework. We will engage our COVID-19 Center of Excellence to gain insight into the approaches comparable jurisdictions around the country are taking to similar projects and leverage existing best practices. Our team's draft project outline will detail elements such as eligibility requirements, eligible fund uses, application process details, goals, objectives, milestones, key performance indicators, reporting to track, and strategy for communication and outreach. With this outline in hand, we will present the proposed options to the City Manager and Internal Working Group to solicit feedback and recommendations **Figure 13** shows our sample status documents.

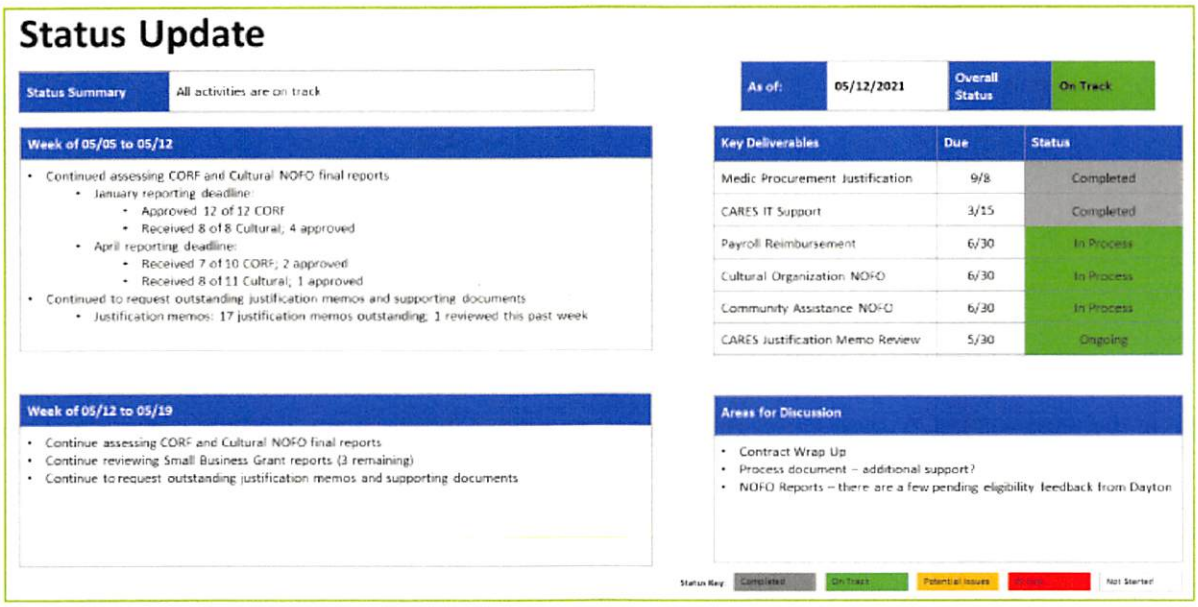

Figure 13. Sample Status Documents

2.8 Regularly engage the necessary elected leaders and office holders at the State and Federal governments to ensure the City's applications are in good standing.

Team Guidehouse has a dedicated team of professionals nationwide who comprise our **COVID-19 Center of Excellence (COE)** who have been closely monitoring the IIJA and ARPA legislation from its infancy through ultimate passage, and who are now engaged in tracking and analyzing each subsequent release of guidance and how it affects our state and local government partners across the country. The COE disseminates the most up-to-date federal and state requirements to aid and enrich the City's response and recovery process. We have established a dedicated pandemic health response and CARES team that is focused on obtaining real-time information and leading practices from across the country. This team has enabled us to act upon the American Rescue Plan and The Coronavirus Aid, Relief, and Economic Security Act and create tools ready for deployment such as funding and policy tracking, coordination of benefits mapping, cost capture and projections, and application guides. Your team will benefit from the brainpower of hundreds of consultants across the country currently supporting dozens of states,

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counties, and cities. Our COE will be behind the scenes supporting Guidehouse leadership on the ground dedicated to the City of Joplin. This support, coupled with our relationships through the National League of Cities and other associations related to city, county and state government, helps us with staying connected to the important elected officials and office holders to ensure the City of Joplin applications remain in good standing.

In addition to our COVID 19 COE, Guidehouse has a full suite of COEs on the intersecting issues counties, cities and states face related to federally funded projects (**Figure 14**). The City of Joplin will benefit from the shared subject matter expertise, best practices and tools accessible through Guidehouse.

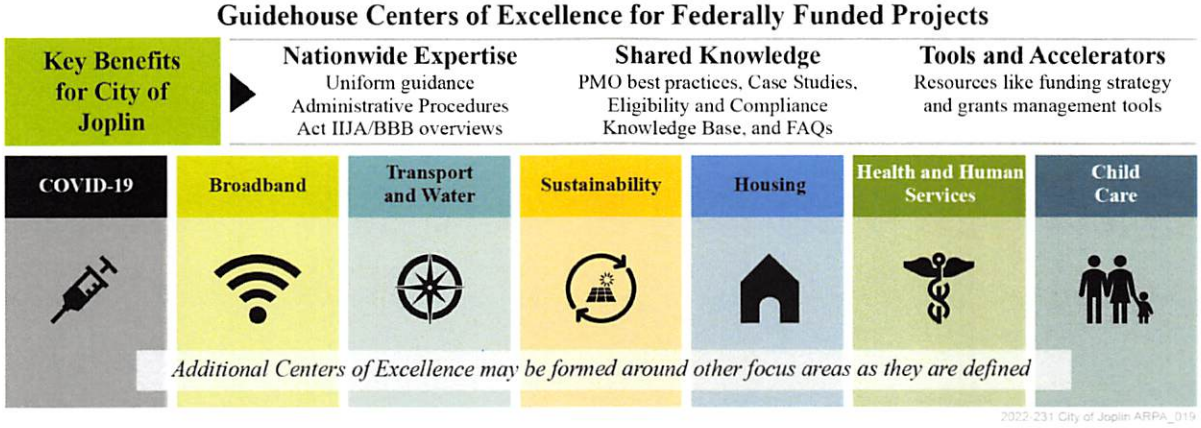

Figure 14. Guidehouse Centers of Excellence for Federally Funded Projects

2.9 Provide regular communication and updates with the City's elected officials in the form of presentations and written updates

As a trusted advisor to the City for many years, Team Guidehouse has provided project management, performance, and reporting support for numerous engagements. During our disaster recovery work, our team developed the City of Joplin's Capital Plan, after which HUD recognized the City of Joplin for this process, and designated the process a best practice. In this work, our team provided Joplin City Council a presentation of community outreach results, as well as conducted multiple working sessions with council members allowing them to provide input and rank potential projects as well. Our team also managed the administration of the City's HUD Action Plans and Amendments, which required our team to provide City leadership and City Council with updates on the projects' scope, timeline, budget, and coordination efforts with HUD leadership. We will leverage these experiences along with our expertise in grant management to enhance the City's outcomes and provide the highest level of project management, performance, and reporting support for presentations and written updates.

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2.10 Provide progress summaries to the City Manager and Internal Work Group, as determined, on a regular basis throughout the project.

We strongly believe that frequent and regular touchpoints with you during the project will make sure that our work products remain aligned with your objectives and address any changes in project direction. We will set up at a minimum a weekly conference call between our team and your team. During this weekly call, we will discuss progress to date, current timelines, risk and issues, and other challenges that might arise. Our project team will monitor progress against the project's objectives and will work with you regularly to ensure that our work is meeting high-quality standards. We believe that regular and open communication is the best approach.

Our hands-on approach is a core component of how we work and a key differentiator for Team Guidehouse: we will be "in the trenches" with you and your partners every day, to ensure that projects stay on track, funding is maximized, and programs are meeting your goals. Team Guidehouse will attend City meeting on grants related project planning and provide support for scheduling, meeting management and coordination throughout the project. To maximize the benefits of the City's recovery efforts for both the current and the future citizens of Joplin, Team Guidehouse will become an integrated team with your City. We will work in collaboration with leadership, agencies, and the communities you serve to create and manage deployment and oversight of your federal funds.

3.0 Organizational Structure

Guidehouse Inc originated as the government consulting practice of PricewaterhouseCoopers LLP. Our government and nonprofit consulting practice were formally created in 2005, and our team has spent the last few decades helping counties, cities, and states respond to and recover from a number of crises, including catastrophic natural disasters and the COVID-19 global pandemic. Today, our company has more than 14,000 professionals and over 50 offices worldwide. The growth of Guidehouse has been both organic, through developing expertise internally and winning in the marketplace, and through strategic mergers and acquisitions. Our public sector work extends across a broad spectrum of clients where we have performed successfully and gained the expertise necessary to make the engagement a success **Figure 15** provides our organizational structure.

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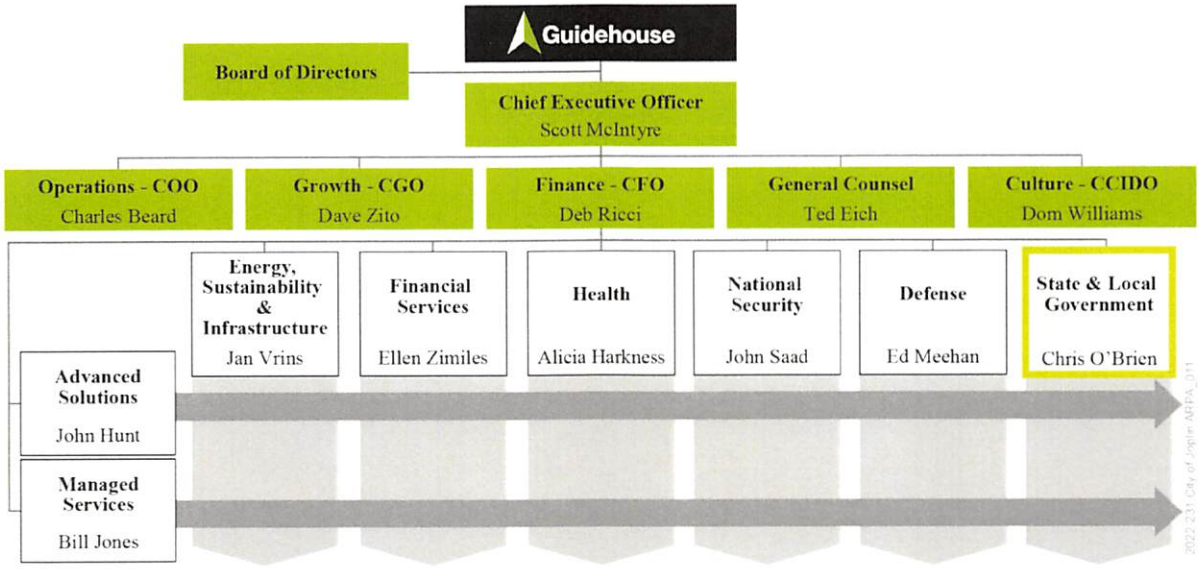

Figure 15. Company Organizational Structure

Our firm's guiding principle – building trust in society by solving complex problems – defines who we are and is particularly relevant as we prepare to work with the City of Joplin. We take our guiding principle to heart, each and every day, working side by side with our clients to solve their most challenging problems. Our teams have provided and continue to provide federal funds management and consulting services to six of the largest counties in the United States, as well as the City of Detroit, Akron, Dayton, Albuquerque, Baltimore, as well as the states of Michigan, Oklahoma, South Carolina, South Dakota, and Vermont (**Table 3**).

Table 3. A Sample of Our Team's Clients

Federal Government	State Government	Local Government
• Center for Disease Control • Department of Agriculture • Department of Defense • Department of Education • Department of Energy • Department of Health and Human Services • Dept. of Homeland Security • Dept. of Housing & Urban Dev. • Department of the Interior • Department of Justice • Department of State • Department of Transportation • Department of Treasury • Department of Veterans Affairs • Executive Office of the President	• State of Missouri • State of Alabama • State of Arizona • State of Arkansas • State of California • State of Colorado • State of Florida • State of Kansas • State of Kentucky • State of Illinois • State of Massachusetts • State of Michigan • State of Minnesota • State of New Hampshire • State of New York • State of New Jersey • State of Ohio • State of Oklahoma • State of South Carolina • State of South Dakota	• City of Joplin • Wayne County, Michigan • Kent County, Michigan • Clinton County, Michigan • Detroit Land Bank Authority • Hamilton County, Ohio • City of Dayton, Ohio • City of Akron, Ohio • Cook County, Illinois • Harris County, Texas • Tarrant County, Texas • Travis County, Texas • City of Albuquerque • City of Chicago • City & County of Denver • City of Houston • City of Jersey City • City of Joplin

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Table 3. A Sample of Our Team's Clients

Federal Government	State Government	Local Government
• Federal Emergency Management Agency • U.S. Intelligence Agencies	• State of Texas • State of Vermont • State of Virginia • State of Wisconsin • Commonwealth of Puerto Rico	• City & County of Los Angeles • City of Memphis • City of Minneapolis • City of New York • City of Philadelphia • City of Sacramento • City of Santa Monica • City of San Jose • City of Seattle

At Guidehouse, we believe we are more effective when we bring different perspectives, experiences, backgrounds, talents, and interests to decision-making on how we advise you on your mission. Consistent with that vison we will subcontract with **Viriya Consulting, LLC** as a part of Team Guidehouse. Viriya Consulting, LLC is a Section 3 business focused on assisting communities in need of recovery from unprecedented disasters nationwide. Viriya was founded in May 2017 with the vision of bringing a local presence and community passion to disaster recovery efforts. Viriya now provides the opportunity for driven community members to assist in their own local recovery efforts. Since its inception, Viriya has experience working with grantee leadership, sub-grantees, A/E firms, and community stakeholders throughout the life cycle of the recovery process. Viriya's experienced consultants are now engaged with state, local, regional, and federal stakeholders across the country in the planning and administration of funding from a multitude of federal agencies and grant programs, including but not limited to; the United States Treasury Coronavirus Relief Fund (CRF), the Federal Emergency Management Agency (FEMA), the United States Department of Housing and Urban Development (HUD), the Department of Health and Human Services, the Federal Highway Administration (FHWA), and the Economic Development Administration (EDA). Viriya is on the frontline of reviewing applicant eligibility for FEMA PA, and CRF expenditures, and has been integral to processes and procedures to verify eligibility.

Guidehouse began its partnership with Viriya Consulting in 2017 while working with the City of Joplin to recover from an EF-5 tornado that devastated the City in May 2011. Since the partnership began in 2017, Guidehouse and Viriya have collaborated on over 30 unique engagements across the country. The vast majority of these engagements have been focused on the disaster recovery and federal grant management space and have resulted in the expenditure and/or reimbursement of over $3 billion in federal funding. We operate as a cohesive team and have worked closely to drive best-in-class, compliant program delivery to clients nationwide.

Team Guidehouse is joined by **Nan McKay**. NMA is a nationally recognized Women-Owned Business Enterprise (WBE) and Section 3 business concern and has been a leader in government-supportive strategic services and program management since 1980. Our deep understanding of federal programs and grants is backed by more than four (4) decades of practice working directly with cities, states, and localities; federal agencies, including the U.S. Department of Housing and Urban Development (HUD) and the Department of the Treasury; and public agencies nationwide. Annually, we manage $4B in federal assistance funds, conduct 500+ trainings, and perform more than 300,000 inspections throughout the country.

Team Guidehouse is an industry leader at developing, implementing, and administering large-scale public sector programs that are agile and able to respond to emergent needs and lead to impactful outcomes and enduring positive transformational change. Our team has the size, scale, capacity, and most importantly, the unique experience and understanding of City operations to offer sound compliance and policy advice to ensure your goals are achieved.

We recognize that the success of initiatives such as this often hinges on the availability and commitment of resources and subject matter specialists. For this reason, Guidehouse is committed to providing the City of Joplin with experienced and knowledgeable professionals. Our team is comprised of a diverse group of individuals that bring in-depth technical and functional knowledge and experience across a variety of organizations, including experiences across several of the largest public sector organizations in the country.

A core component of our work is that we offer accessible and accountable project leaders, and subject matter experts (SMEs) that really show up and deliver. Our senior leaders are invested in and will be involved from day one for this project. Rigorous internal review and sign off is part of our standard Guidehouse process to ensure the deliverables are of the highest standard for our clients. Our SMEs will be actively engaged in this project and will be able to provide lessons and insights from similar clients and projects they are supporting around the country. All staff being proposed to support this project are currently available to perform the work outlined for the City of Joplin. Additionally, Team Guidehouse's extensive employee network can be leveraged at a moment's notice to provide surge support the City if needed.

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Figure 16. City of Joplin Engagement Team

We have selected individuals for our team because of their expertise in project management, and federal and state grants management for programs including ARPA, CRF, CDC, HUD CDBG-DR, from eligibility determination to compliance monitoring (**Figure 16**). Each member of our team has experience successfully providing consulting services of similar nature, quality, and complexity, and is highly qualified to help you. We are committed to bringing a team that you can quickly develop a rapport of trust with, a team that will be easy to work with, and a team that will stand side-by-side with you until the successful conclusion of the program. While working with members of our team, you will find the intangibles of a quality engagement—personal attention, proactive value-added services, fast and accurate responses to questions and frequent and ongoing communication.

4.0 Staff Resumes

4.1 Key Personnel

4.1.1 Raquel Malmberg, Engagement Partner

Name	**Raquel Malmberg**
Proposed Position	Engagement Partner
Degree/Education	BA, International Relations, The College of William and Mary MA, Urban Planning, New York University
Summary of Qualifications	
Ms. Raquel Malmberg is a Partner in Guidehouse's U.S. State and Local Government Advisory Practice, focusing on the New York Metro Region. She has over 18 years of experience working for and with government agencies to improve their operations, build policies and procedures, and implement strategies and recommendations to fulfil their missions. She has focused mainly on business process improvement, operational assessments, and project management for state and local government clients. Prior to joining Guidehouse, Ms. Malmberg	

worked for more than 9 years for the City of New York and in her last role, she was the Chief of Staff to the Department of Information Technology and Telecommunications.

Comparable Work Experience

- **Federal Funding Center of Excellence Lead:** For over 20 states, counties, and cities, Raquel is acting as subject matter support as they respond to Covid-19 and now as they plan for IIJA programs. Raquel is supporting critical next steps for the governments in order to have a comprehensive funding strategy that includes not only immediate response efforts but long-term economic development and public health efforts. Raquel is helping the Guidehouse team to build out the processes and checklists to quickly review expenses and ready the governments to receive and disburse funding as quickly as possible while maintaining compliance with federal regulations. Raquel also created Guidehouse's State and Local Government Covid-19 Center of Excellence to coordinate our efforts.
- **New York State Governor's Office of Storm Recovery:** For the past 8 years, Raquel has led the effort to perform program management and integrity monitoring services for the State's Superstorm Sandy response. She manages a team of consultants to support the office in administering the CDBG-DR program in a variety of areas – design processes, review application files for compliance and completeness, improve current processes, respond to external audits and reviews, and support technology improvements. She has worked with every department in the agency – housing, infrastructure, community reconstruction, small business, administration, operations, support functions, and monitoring & compliance.
- **New York State Emergency Rental Assistance:** For the State of New York's Emergency Rental Assistance Program (ERAP), Raquel served as Engagement Lead with a team of 1,500 resources. Her team was responsible for distributing the state's emergency rental assistance dollars. She drives the policies and procedures related to accurately and efficiently disbursing all the allocated Federal dollars to residents to help prevent or avoid homelessness. As of January 2022, $1.4B in ERAP assistance has been paid to help provide housing support to over 110,000 families.
- **Southeastern Pennsylvania Transportation Authority (SEPTA):** Led current state and future state assessments for the Authority's inventory management and supply chain functions. The team documented pain points in a series of stakeholder interviews with the SEPTA team. Following that assessment, the team developed a set of recommendations around 5 main areas and conducted interviews with peer agencies to understand best practices that SEPTA can adopt. Ms. Malmberg is currently leading a team at SEPTA to implement a new inventory management system.
- **City of New York's Office of Management and Budget (OMB), NY:** Oversaw the team the conducted internal audits of the agency's oversight and management of federal CDBG-DR funding for post-Superstorm Sandy recovery. The team worked with OMB and other partner agencies to determine if OMB's operations and activities are compliant with federal regulations and understand gaps in processes and developed recommendations to help improve OMB's grant management operations.
- **Large utilities company:** Led the review of invoices and supporting documentation submitted for reimbursement for a construction program funded by a federal disaster recovery grant. The team developed review procedures, checklists, and oversaw the invoice review. The team identified deficiencies in documentation before an oversight agency reviewed for eligibility, which allowed the organization to proactively correct the observations and decrease the wait time before it received reimbursement.

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4.1.2 Gaurav Menon, Federal Grants & Management Partner

Name	Gaurav Menon
Proposed Role	Federal Grants Management Partner
Degree/Education	BS, Drexel University

Summary of Qualifications

Gaurav is a Partner in Guidehouse and leads Disaster Recovery & Resilience efforts nationwide. With more than 21 years of professional services experience, Gaurav specializes in supporting public and private sector entities involved in the delivery of large and complex grant programs, with a focus on long-term community development and capital asset rebuilding strategies. Most recently, Gaurav is leading the firm's COVID-19 response nationally and designing solutions for COVID-19 related grants.

Gaurav has passionately supported response and recovery efforts in over 32 states including Texas, Louisiana, Missouri, New York, Colorado, and Massachusetts, in addition to Puerto Rico and the countries of Japan and Indonesia, throughout the recovery lifecycle – from recovery strategies to closeout – including needs assessments, eligibility determinations, plan development, duplication of benefits determinations, governance assessments, investigations, risk assessments, contract reviews, policies and procedures enhancements, monitoring, and reporting.

Comparable Work Experience

- **COVID-19:** Gaurav leads the firm's design of solutions pertaining to COVID related grants including but not limited to the CRF, ARPA, BIL, CDBG-CV, FEMA PA, EDA.
- **State of New York:** Gaurav is leading a team administering the State's Emergency Rental Assistance Program, providing rental arrear and utility assistance to LMI residents for the $2 billion received in funds. Despite NY being one of the last states to open their program in June 2021, through our team's efforts, NY is now #2 in the country with expenditure ratios.
- **State of South Carolina:** Gaurav is leading a team administering the State's Emergency Rental Assistance Program, providing rental arrears, prospective, and utility assistance to LMI residents for $270M the state received in ERAP funds. Services include outreach, communications, application review, payments, adjustments, and appeals.
- **State of South Carolina,** Gaurav is leading a team providing subject matter expertise on the end-to-end management of the CRF grants which includes strategy, coordination of benefits, grants management platform design and implementation, and the grants management of over 600 subrecipients within the State.
- **State of Michigan,** Gaurav is leading a team providing several services to the State including Compliance and Monitoring of CRF funds, assessment and recommendations to FEMA PA workstream, and administration of a $400M small business grant program.
- **City of Detroit:** Gaurav is leading the team providing subject matter expertise to the City with their COVID-19 response and recovery expenditures, including coordinating benefits amongst multiple grants within the CARES Act, developing a projection of costs based on trend analysis, identifying opportunities for economic development using EDA funding, and developing a compliance and monitoring program.
- **Cook County, Illinois**: Gaurav is leading a team to implement an expense capture Salesforce platform that aligns with the requirements for federal reimbursements. In

Name	Gaurav Menon

addition, the team is establishing an Executive Leadership Committee within the County and a PMO to design and implement programs with the CARES funding for COVID-19. This includes emergency assistance, administrative recapture, small business assistance, and subgrants to municipalities within the County. The team will also implement a compliance and monitoring plan.

- **State of South Dakota:** Gaurav led a team in administering the state's $500M small business grant program, their healthcare provider program, and in conducting compliance, monitoring, and reporting activities.
- **Harris County, Texas:** Gaurav led a team to assist the Commissioner's Court and the Judge's office in designing the strategy and program design for CARES funding pertaining to COVID-19. This included the team conducting data analysis, developing a methodology to project costs, developing Rapid Response Programs, and assisting with the analysis around testing, contact tracing, isolation, quarantining, and other potential challenges.
- **Massachusetts Emergency Management Agency (MEMA):** Gaurav is providing subject matter expertise to the team that is designing and implementing a methodology to capture all FEMA eligible costs pertaining to COVID-19 statewide and developing the process for reviewing reimbursement requests at the state-level.
- **Multiple other State and Local Government entities**: Gaurav provides mentoring and subject matter advisory on COVID-19 and CARES Grants to the teams on an as-needed basis.
- **Multiple private non-profit Healthcare Systems across the United States:** Gaurav is leading teams with the effort to identify and calculate lost revenue and incremental expenditures due to COVID-19. Then assisting clients with coordinating benefits between multiple grants availably including HHS, FEMA PA, SHIP, and USDA.
- **Harris County, Texas:** Gaurav led a team in assisting Harris County with the strategy around disaster recovery and grants management pertaining to Hurricane Harvey. Gaurav was responsible for overseeing over $1.115B in federal funds. Gaurav has led Guidehouse LLP's support to several departments within the County, including the Community Services Department, Engineering Department, Purchasing Department, Auditors Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department.
- **City of Joplin:** Gaurav led the HUD CDBG compliance monitoring, oversight and eligibility reviews for infrastructure, housing, and community development projects undertaken by a City in the Southern US pertaining to the City's recovery from a devastating EF-5 strength tornado. This included supporting the City through developing a long-term recovery strategy and capital plan, reviewing Environmental Assessments to assess potential environmental hazards and risks, suggesting mitigation measures for unavoidable impacts, monitoring compliance with various State and Federal agency requirements, and completeness in supporting documentation.
- **New York State Governor's Office of Storm Recovery (GOSR):** Gaurav led an engagement to conduct an assessment of GOSR's vendor management and oversight processes, perform audits of vendors, assist GOSR in preparation for a HUD program audit, evaluate sub recipient monitoring policies, and provide general policy and procedural recommendations.
- **Colorado Division of Homeland Security & Emergency Management:** Gaurav was the engagement leader administering the FEMA PA program and collaborating with federal,

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Name	Gaurav Menon

state, and local entities in interpreting policy guidelines, disaster specific guidance, and in reaching consensus in alternative solutions to complex eligibility issues that satisfy regulations. In this capacity, he worked closely with applicants, providing technical assistance and guidance throughout Project Worksheet (PW) creation, Requests for Reimbursement, and project closeout, as well as providing strategic guidance to the State in critical policy decisions.

- **State of Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP):** From 2006 to 2014, Gaurav led a team engaged to assist in administering their $14 billion FEMA PA program for housing and infrastructure damaged from Hurricane Katrina. Gaurav led the 'Applicant Assistance' team to provide technical advice and assistance to FEMA PA applicants for their reconstruction projects including maintenance of auditable documentation and support with respect to their PWs. He also supported the State in making the required enhancements to improve the effectiveness and efficiency of public assistance grant management, improve internal controls and financial reporting, enhance technology, and monitor and effectively close out applicants.

4.1.3 Dami Kehinde, Project Director

Name	Dami Kehinde
Proposed Position	Project Director
Degree/Education	Master of City and Regional Planning with focus in Transportation Planning, Morgan State University B.A., Architecture, Howard University

Summary of Qualifications

Dami is an Associate Director at Guidehouse and is a part of the Capital Projects & Infrastructure team. Dami has more than 18 years of experience across transportation, state, and local sectors. Dami has led various grant administration projects funded through Housing and Urban Development Community Development Block Grant, Economic Development Administration, Federal Emergency Management Agency PA and more recently related to CRF, American Rescue Plan Act, and other federal funding sources as it relates to the COVID-19 pandemic. She has also helped lead a large Emergency Rental Assistance Program operations team.

Comparable Work Experience

- **For a State Emergency Rental Assistance Program (ERAP),** Dami served as a Co-Operations Director with a team of 1,500 operational resources. Her team was responsible for reviewing applications, appeals and denials. She also worked on establishing the SOPs related to the policies and procedures related to accurately and efficiently disbursing all the allocated Federal dollars to residents to help prevent or avoid homelessness. She established communication protocols with housing specialists, residents, landlords, and call centers to ensure consistency in messaging policy and streamlined procedures. As of January 2022, $1.4B in ERAP assistance has been paid to help provide housing support to over 110,000 families.
- **For multiple Guidehouse clients,** Dami managed the development and submission of FEMA Category B Project Streamlined Applications in response to COVID-19 providing subject matter expertise, regulatory guidance to several health systems in the Mid-West, as

Name	Dami Kehinde

well as City and State Local Governments, some of which include the City of Detroit, City of Joplin, and Wayne County.

- **For New York Governor's Office of Storm Recovery,** Dami was the Project Manager overseeing grants management and close-out processes, SOPs, trainings and establishing pilots to assist with vendor, sub-recipient, contractor, developer, and project close-out etc., evaluate sub recipient monitoring policies, and provide general policy and procedural recommendations.
- **For a local State government**, Dami served as a Project Manager to support the administration of their CDBG-DR grant received because of an EF-5 strength tornado which devastated the City in 2011. She assisted in providing oversight on a variety of Public Infrastructure & Facilities projects (Capital Improvements, Streets, Sanitary sewer, and Storm projects), Housing, Economic Development and Public Service projects. Additionally, Dami worked with the team on the development of their compliance manual and in the development of their Integrated Master Schedule (IMS) which included all phases related to the Project Life Cycle. Dami was also responsible for monitoring existing and proposed sub-recipients to ensure compliance with federally sponsored disaster recovery funding.
- **For the Maryland State Highway Administration (SHA),** a modal agency of the Maryland Department of Transportation, Dami worked as a Senior Regional Planner for the Washington region. She actively worked with the Metropolitan Planning Organization in developing and updating the Transportation Improvement Program as well as the Statewide Transportation Improvement Program annually.
- **For the Maryland SHA,** she performed transportation planning work in accordance with NEPA to obtain location, design, and environmental approvals from regulatory agencies for State Highway improvements. She coordinated and organized Public Informational Meetings/workshops for citizens, elected officials and other stakeholders to include local governments, transit agencies, EJ communities and other community organizations about various transportation projects. She also worked on pedestrian safety campaigns in Baltimore which targeted local schools, communities, and other stakeholders. The campaigns were initiated to reduce the growing number of pedestrian fatalities and incidents through the State of Maryland.

4.1.4 Nathan Paufve, Grants Management, Administration and Monitoring Manager

Name	Nathan Paufve
Proposed Role	Grants Management, Administration and Monitoring Manager
Degree/Education	M.A., Public Policy, University of Chicago B.A., Psychology, North Central College, Naperville, IL
Summary of Qualifications	
Mr. Paufve is a certified Project Management Professional (PMP) with expertise in program design and implementation, strategic planning, grants management and administration, regulatory compliance and monitoring, risk assessment and internal controls, program and project management, process improvement, workflow mapping and design, and measuring performance. He specializes in working collaboratively with federal, state, and local entities to	

Name	Nathan Paufve
develop and implement grant funded programs that address strategic disaster recovery, resiliency, social vulnerability, housing, and economic development.	
Comparable Work Experience	
• **For Harris County, Texas,** Mr. Paufve is assisting with programming related to the County's COVID-19 relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, he has established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program; developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program; and conducted initial risk review of subrecipient administrator. • **For the State of South Carolina,** Mr. Paufve helped identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for the State's response using a current state assessment and prioritization based on funding. He also established policies, procedures, and documentation for the end-to end grants management process and provided as-needed technical assistance and training on federal regulatory compliance. • **For the City of Joplin,** Mr. Paufve developed a risk-based monitoring plan, managed monitoring staff, executed program compliance monitoring reviews, and facilitated project and grant closeout activities. He oversaw updates to the Joplin CDBG-DR Compliance Manual and established project and program record keeping and document management protocols. He also managed technical assistance and trained staff who created and provided training and technical assistance to grantee and subrecipient staff and contractors. Previously, Mr. Paufve managed a team responsible for the program administration of a homebuyer down payment assistance program that provided almost $20 million to approximately 600 households. Mr. Paufve project managed the design and implementation of a custom workflow and electronic document management in the first thirty days, resulting in streamlined and automated program processes, and facilitated policy and procedure development for the Joplin Homebuyer Assistance Program.	

4.1.5 Jacqueline Stout, Compliance Manager

Name	Jacqueline Stout
Proposed Role	Compliance Manager
Degree/Education	B.A., Political Science, University of Illinois at Chicago
Summary of Qualifications	
Ms. Stout has significant experience providing disaster recovery grants management, program management, monitoring and compliance, strategic planning, and development of program guidelines and standard operating procedures. She specializes in collaborating with clients to develop and implement improved operational processes and ensure client compliance with local, state, and federal regulations. Ms. Stout's expertise is in federal procurement and regulatory compliance, grants management, and policy analysis and development.	
Comparable Work Experience	
• **For the State of South Carolina,** Ms. Stout provided professional grant management services for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act, including developing strategy for the State's response using a	

Name	Jacqueline Stout

current state assessment and prioritization based on funding, assisting in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs, and establishing policies, procedures, and documentation for the end-to-end grants management process.

- **For the State of South Dakota,** Ms. Stout provided professional grant management services for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act, including strategic planning and program development, program administration, and development of recordkeeping and reporting procedures. She also conducted intake, review, and approval or denial of all subrecipient funding requests; developed a comprehensive compliance monitoring program; and provided oversight over all compliance monitoring activities. Additionally, Ms. Stout identified funding and eligibility requirements of federal funding available in response to COVID-19, developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding, and provided as-needed technical assistance and training on federal regulatory compliance.
- **For Harris County, Texas,** Ms. Stout provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs, including legislative analyses, technical assistance, and program development; research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs; and compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **For the City of Joplin,** Ms. Stout provided program administration, developed updated policies and procedures, performed risk assessment, identified technical, financial, and regulatory risks, assisted with HUD and other State audit visits, performed regular compliance reviews of CDBG-DR funded projects assessment, developed written and verbal briefings on CDBG-DR compliance related issues, and provided training to City staff and vendors on CDBG-DR compliance.

4.1.6 Harrison Phelan, Stakeholder Engagement and PMO Manager

Name	Harrison Phelan
Proposed Role	Stakeholder Engagement and PMO Manager
Degree/Education	BSE, Magna Cum Laude, Systems Science and Engineering, University of Pennsylvania MSE, Systems Engineering, University of Pennsylvania
Summary of Qualifications	
Harrison is a Managing Consultant in Guidehouse's State and Local Government Advisory Practice. He has led multiple engagements across the country assisting clients with their strategic planning and Smart City technology needs. He also has experience in data analysis, benchmarking, climate action planning, disaster recovery, process mapping, and program and project management.	
Comparable Work Experience	

Name	Harrison Phelan

- **For Harris County, Texas**, Mr. Phelan is leading the team in the development of a Countywide Broadband Strategy to identify gaps and opportunities in broadband access as it relates to physical infrastructure, socioeconomic factors, legislative and policy context, and market structure. As part of the work, the team is developing a Federal funding strategy to match project typologies with eligibility criteria required by funds.
- **For a major US city's Police Department,** Harrison developed a forward-looking IT strategy that aligned with the overall department's goals and vision. He conducted a current state assessment based on leading practices research, over 40 interviews, and multiple workshops. The assessment included a maturity model of various core capabilities and key enablers including governance, application development, vendor management, and project management among other things. Combined with several executive visioning sessions, the findings of the assessment were translated into a series of recommendations regarding clear decision making, aligned portfolio investments, a capable workforce, user-focused service delivery, data management, and data privacy and security.
- **For the City of Philadelphia**, Harrison created a Smart City roadmap that outlines strategies to implement, support, and use smart city technology and systems effectively. He conducted a current state assessment of Philadelphia's smart city approach and assets by doing desktop research and focus group interviews with various city stakeholders. Harrison then did a benchmark study of peer and leading domestic and international cities to gather leading practices on smart city visions, applications, governance models, and funding approaches, as well as various technology aspects including connectivity, data management, privacy, and cybersecurity. He combined this benchmarking and current state assessment to identify gaps and opportunities for the city. He then socialized these findings with the city stakeholders, and worked with them towards a future state roadmap that includes recommendations on Philadelphia's future state governance model, project prioritization, and data management.
- **For the City of San José,** Harrison developed an Internet of Things strategy for the city. He conducted a current state assessment of the city's Internet of Things infrastructure (e.g., streetlights), and conducted interviews with key city staff and stakeholders. He reviewed additional city documentation including assets, technology in use, and current data architecture and formats. He also researched leading governance and data architecture practices from peer and leader cities to benchmark San José's progress. A deep dive was conducted into streetlights and potential funding models for the city.

4.1.7 Loni Smith, Senior Consultant

Name	Loni Smith
Proposed Role	Senior Consultant
Degree/Education	Associate of Arts and Sciences, Business Administration
Summary of Qualifications	
Ms. Smith is a Project Manager for Viriya Consulting. She has 10 years of experience with CDBG-DR grant compliance through a variety of projects across the country. CDBG-DR projects include the Cedar Rapids Rehab and Buyout following the 2008 Flood, Hurricane Sandy Buyout and Acquisition project under GOSR for Long Island and Staten Island, and the	

Name	Loni Smith
City of Joplin tornado recovery. More recently she managed the Travis County Emergency Rental Assistance Program, an $18 million rental assistance program that prevented nearly 4000 households from housing instability and assisted with the South Carolina ERAP program. Ms. Smith has managed projects with both CDBG-DR, ERAP and MOBEC funding to assist states, municipalities, and workforce development and educational entities. She has been involved in the design, implementation, and closeout phases of these projects.	
Comparable Work Experience	

- **For the City of Joplin, Missouri,** Ms. Smith assisted in two capacities, first as a City employee managing the subrecipient projects associated with the $158M CDBG-DR grant and lastly as a closeout consultant with Viriya. Her work with the City included managing the new Senior Center construction, Advanced Training and Technology Center in partnership with the local Chamber of Commerce, and Davis Bacon labor compliance for all CDBG-DR projects. Her duties for closeout with Viriya included final reconciliation of all project-related documentation items and client sign-off for final compliance issues.
- **For the Joplin Area Chamber of Commerce,** Ms. Smith was recruited by the JACC to manage the Advanced Training and Technology Center to ensure CDBG-DR grant compliance and provide the region with entrepreneurial support and establish a network for small businesses. During her time at the Chamber, Ms. Smith handled all grant compliance efforts for the Chamber, wrote and was awarded additional local grants for funding entrepreneurial activities in the region, and managed the State of Missouri Department of Economic Development grants for the Joseph Newman Innovation Center.
- **For the Travis County Texas ERAP,** Ms. Smith was the Program Manager for the $18M ERAP program for rental assistance in Travis County Texas. Under her direction, the ERAP program was in the top 10 rental programs in the state of Texas for distribution of funds to residents experiencing financial hardship due to COVD-19. With a staff of 30, she was able to expend over $11M to over 3,000 households in the state between April 2021 - December 2021.
- **For the South Carolina ERAP,** Ms. Smith was a Manager directing six teams of staff reviewers and the Boots On The Ground initiative for the rental assistance and Homeowner Relief Program for the state of South Carolina. The South Carolina ERAP program assists renters who have been impacted by COVID-19 with past due and future rent, along with Ms. Smith manages the Boots On The Ground team, a group of locally based individuals who provide on-site support for the residents of South Carolina needed assistance with both the renter and homeowner applications. To-date, they have assisted over 20k individuals resulting in nearly 7,000 applications and/or assistance for the ERAP and HRP programs.

4.1.8 Liz Hiddemen, IIJA Grant Applications Manager

Name	Liz Hiddemen
Proposed Role	Grant Applications Manager
Degree/Education	B.S., Civil Engineering, LeHigh University
Summary of Qualifications	
Liz Hiddemen is a managing consultant in the capital projects & infrastructure practice. With r[1.75" x 1.25"] of experience in engineering, construction management and project management, Liz provides solutions throughout the full capital project & infrastructure	

Name	Liz Hiddemen
lifecycle from strategy to turnover. Liz received her B.S. in Civil Engineering from Lehigh University. She is a licensed professional engineer in the state of Virginia and a certified sustainable infrastructure professional (ENV SP). She implements best practices to ensure clients delivery quality capital programs on-budget and on-schedule. Guides clients in the strategy and delivery of large civil infrastructure construction programs.	
Comparable Work Experience	

- **For Golden State Water Project Scoping and Estimating.** Served a subject matter expert in the development of blueprint and templates for the utility to implement industry best practices for construction cost estimating and project scoping.
- **Massachusetts Department of Transportation, Office of Real Estate and Asset Development.** Performed a software assessment for the Office of Real Estate and Asset Development to manage the lease agreements on owned parcels. This included providing a current state of process assessment and recommended process improvements.
- **Federal Aviation Administration (FAA) Real Property Assessment.** Performed an analysis and developed strategies for the FAA to manage their real property portfolio of over 50,000 assets including buildings, structures and land assets. Also, provided insight for FAA to develop policies around outgrants and enhanced use lease agreements to effectively utilize assets.
- **State of South Caroline, Emergency Rental Assistance Program**. Led the monitoring & compliance workstream providing quality assurance for the Emergency Rental Assistance Program.
- **Cook County, COVID-19 Recovery.** Prepared submissions for reimbursement from FEMA PA. This included documenting and assessing data for labor and non-labor expenses for all county departments including hospital systems and department of emergency management.
- **City of Detroit. COVID-19 Recovery.** Assisted public works in their preparation of economic development application for infrastructure projects in response to long term cities initiatives and COVID-19 impacts.
- **Lehigh Valley Hospital Network, COVID-19 Response**. Liz supported the health network in preparing their COVID-19 expenses for reimbursement through the FEMA program. This included analyzing revenue loss and other possible funding sources through the CARES Act.
- **City of Joplin, Community Development Block Grant Disaster Recovery Funds**. Managed the infrastructure engineering and construction projects as part of an overall capital spending plan developed to responsibly manage the $158 million disaster recovery grant given to the City of Joplin, Missouri by HUD. This includes monitoring construction schedule, cost, quality and compliance.

4.1.9 Seth Spencer, Senior Consultant

Name	Seth Spencer
Proposed Role	Senior Consultant
Degree/Education	B.S., Health Promotion, Missouri Southern State University
Summary of Qualifications	

Name	Seth Spencer
Mr. Spencer is a Director with Viriya Consulting, with over 6 years of experience in federally funded disaster recovery programs including ARPA State and Local Fiscal Recovery Funds, Coronavirus Relief Funds, HHS Provider Relief Funds, HUD CDBG-DR, and FEMA. Mr. Spencer has experience managing federally funded programs and has provided clients assistance with program compliance, stakeholder communications, data analysis, and program reporting. Currently, Mr. Spencer is overseeing project teams working with public hospital systems receiving over $250 Million in COVID-19 related funding.	
Comparable Work Experience	
• **For the City of Joplin**, Mr. Spencer served as a project analyst for the administration of over $150M in CDBG-DR grant funding. Mr. Spencer provided project support services through the development of HUD partial action plans, environmental assessments, labor standards compliance, and grant close-out activities, while ensuring processes and controls are maintained to monitor grant compliance and effectively manage cost and schedule risks. • **For El Paso County Hospital District** Mr. Spencer is leading the Hospital District's program administration of State and Local Fiscal Recovery Funds, Coronavirus Relief Funds, Provider Relief Funds, and FEMA-PA programs. Mr. Spencer works with the district, FEMA, and TDEM to identify and document eligible damages, develop and review cost and scope documentation, and organize documents on the FEMA Grants Portal. Mr. Spencer is also assisting the district with its reimbursement requests and project close. Additionally, Mr. Spencer has worked with the district to identify eligible SLFRF/CRF COVID-19 costs, submit reimbursement requests to El Paso County, and forecast COVID-19 expenses of over $30M through 2024. • **For Harris Health System**, Mr. Spencer is supporting the System's program administration of over $100M in Provider Relief Funds as a result of COVID-19. Mr. Spencer works with the System to identify and develop eligible COVID-19 projects, document COVID-19 expenditures, and develop both monthly and quarterly reports to HHS.	

4.2 Additional Subject Matter Experts

4.2.1 Kajal Patel, FEMA Subject Matter Expert (SME)

Name	Kajal Patel
Proposed Role	FEMA Subject Matter Expert
Degree/Education	M.P.A., Columbia University B.S., Civil and Environmental Engineering, Rutgers University
Summary of Qualifications	
Kajal Patel is the leader of Guidehouse's Disaster Recovery and Resilience practice. Kajal has a deep industry knowledge of federal disaster recovery grant programs, including programs funded through the American Rescue Plan and CARES Acts, CDBG-CV, CDBG-DR, FEMA PA, FHWA-ER, and FEMA HMGP. Kajal primarily supports state and local governments in the full life cycle of administering these grant programs, from program design to closeout. Kajal worked with state and local government agencies in South Carolina, Texas, New York, Louisiana, Colorado, Illinois, and Missouri with the development and execution of their grant	

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Name	Kajal Patel

administration programs, long-term recovery strategy development and implementation, monitoring and compliance, and readiness for project and program closeouts.

With over 10 years of experience, Kajal has an understanding of long-term recovery planning; capital project program design, planning, and development; program administration; project management oversight; integrity monitoring and compliance; financial reconciliations; duplication of benefits; hazard mitigation; risk assessments; and project closeout.

Kajal received her Master of Public Administration from Columbia University. She is a Project Management Professional and studied civil and environmental engineering in her undergraduate education.

Comparable Work Experience

- Kajal is a key subject matter expert in our disaster recovery COVID-19 response across the nation. With an in-depth knowledge of the CARES Act, Coronavirus Relief Fund, and FEMA Public Assistance, Kajal is providing subject matter expertise support for many COVID-19 engagements, including for the State of South Carolina and several of the State's departments, the Massachusetts Emergency Management Agency, Harris Health System, Travis County, Cook County, and the City of Baltimore. Kajal is also advising several major health systems across the country on their COVID-19 Provider Relief Fund and FEMA PA recovery efforts. Along with these efforts, she is also critical team member of Guidehouse's COVID Center of Excellence, which is a centralized group of specialists who provide project management and technical subject matter expertise to all COVID-19 grants management related programs.
- **For the State of South Carolina,** Kajal is the lead subject matter expert on the grant administration of several programs, including:
  - **HUD Community Development Block Grant CARES (CDBG-CV) Act:** Kajal leads a team on the design, development, and administration of the CDBG-CV program through the Department of Commerce The funding for the program is allocated for Public Facilities and Public Services projects. The team designed and implemented the application, drawdown, and payment processes. Kajal works with a team to review submitted applications and disbursement requests for eligibility and compliance with the CDBG requirements. The team also provides technical assistance to applicants on their submissions via training and one-on-one applicant assistance.
  - **Treasury's CARES Act Coronavirus Relief Funds (CRF):** Kajal led the team on the development of a subrecipient expenditures reimbursement program. The team developed the software platform SC Cares, which is used to execute subrecipient agreements, submit reimbursement requests, and issue payments. Kajal and team developed the tools and template for subrecipients to submit their requests and also conducted several trainings to educate the subrecipients on the program's eligibility and submission process. Kajal and team also developed and implemented the State's internal review methodology to conduct a 100% review of all reimbursement requests from the subrecipients to determine eligibility and confirm compliance to the CRF funding guidelines prior to the State issuing any payments.
  - **Treasury's Emergency Rental Assistance Program (ERAP):** Kajal serves as the subject matter expert for designing, developing, administering, and overall monitoring of

Name	Kajal Patel

the ERAP program. Kajal meets regularly with program stakeholders to ensure program milestones are met, compliance is sustained, and program risks are mitigated.

  - **CDC's CARES Act Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC):** Kajal serves as the lead for the design, development, and implantation for two grant programs providing funding for COVID-19 testing at schools and vaccine outreach initiatives for community based organizations. Both of the programs involved the development a Salesforce-based platform to submit and review requests for funding.

- **New York State Governor's Office of Storm Recovery (GOSR)** – Kajal managed a workstream to provide quality control and quality assurance over the CDBG-DR Construction Program in the Housing Department. This workstream includes reviewing all procurements, change orders, invoices, and small business and M/WBE contractor utilization. Kajal's team conducts regular monitoring and compliance reviews of the Construction Program activity to ensure activities conducted are in compliance with program policies and procedures, and eligible per the federal grant program requirements. The team also assists GOSR with its overall grant compliance and record retention efforts for the construction activities.
- **Harris County, Hurricane Harvey Disaster Recovery Program Administration** – Kajal managed various workstreams related to the disaster recovery strategy development, program management, and project execution following the effects of Hurricane Harvey, including construction project management and delivery, financial reconciliations, and grant monitoring and compliance. Guidehouse is providing the county with infrastructure program and grant management services for various federal grant programs, including FEMA-PA, CDBG-DR, and FHWA, valued at over $1B at this time.
- **City of Joplin, HUD CDBG-DR Program Administration** – Kajal served as project manager for the administration of over $150M in CDBG-DR grant funding. Kajal provided project management oversight services through the development of HUD partial action plan approvals, environmental assessments, procurement of engineering firms and contractors, oversight of construction activity, and grant closeout activities while establishing processes and controls to monitor grant compliance and effectively manage cost and schedule risks.
- **Harris Health System, Hurricane Harvey FEMA Public Assistance and COVID-19 Provider Relief Fund** – Kajal is leading the FEMA Public Assistance program administration efforts for their COVID-19 and Hurricane Harvey recovery projects. Kajal works with the System, FEMA, and the Texas Department of Emergency Management to identify and document eligible damages, develop and review cost and scope documentation, organize documents on the FEMA Grants Portal, and process requests for reimbursements to obtain payment for eligible claims. Kajal is also coordinating the FEMA PA closeout activities for the Hurricane Harvey disaster.

4.2.2 Hillary Thompson, Infrastructure Policy SME

Name	Hillary Thompson
Proposed Role	Infrastructure Policy SME
Degree/Education	PhD candidate, Boston College M.A., Political Science, Boston College

Name	Hillary Thompson
	B.A., Political Science, Swarthmore College

Summary of Qualifications

Ms. Hillary Thompson is a Director with Guidehouse's State and Local Government practice. She has eight years of experience assisting public and private sector organizations improve their current state operations and adapt to evolving customers' and citizens' expectations.

Comparable Experience

- **For the State of Vermont,** Ms. Thompson led a two-pronged COVID-19 Response and Recovery project, reviewing Coronavirus Relief Fund (CRF) programs and expenses for eligibility, assisting in the design of more than 75 CRF grant programs, and managing the FEMA Public Assistance process for the reimbursement of more than $90M in FEMA eligible costs.
- **For the Commonwealth of Massachusetts,** Ms. Thompson established and managed the Quality Control processes for FEMA Public Assistance related to the COVID-19 pandemic, resulting in an estimated $600M+ in FEMA reimbursement for the state.
- **For various state and local government agencies,** Ms. Thompson led the implementation of Medicaid Management Information Systems (MMIS), Integrated Eligibility Systems (IES), Care Coordination/Health Information Exchange (HIE), and Managed Care Organization (MCO) Medicaid contracts. As the manager of her team, she oversaw scope determination, client relationships, budget, schedule, and addressed any risks or issues. Ms. Thompson also designed multiple pay-for-performance payment strategies for systems integrators in addition to serving as the Policy Lead for income-based Medicaid eligibility and SNAP program eligibility rules for a state's Integrated Eligibility Systems, working as the primary system integrator.
- **For the Commonwealth of Massachusetts,** Ms. Thompson lead the implementation of Salesforce and eDiscovery solutions for the Massachusetts Department of Transportation.
- **For the Commonwealth of Massachusetts,** Ms. Thompson assisted the State with defining, documenting, obtaining buy-in, and operationalizing government initiatives including designing and calculating performance metrics for a variety of Health and Human Services initiatives. She also designed and launched various government transparency initiatives.
- **For a consortium of Massachusetts municipalities,** Ms. Thompson worked to analyze call volumes, call center staffing, and identify issues associated with consolidating an e911 call center.
- **For various states,** Ms. Thompson assisted state leaders joining the National Association of State Procurement Officers (NASPO) procurement vehicles. She also guided various states through the relevant legislation and regulations.
- **For various states,** Ms. Thompson analyzed compliance with regulation and market competition, and set telecommunications regulatory policy. The various topic areas for this work included development and competitive impact of intermodal competition, consumer advocate positions for the sale of a regulated telecommunications company's assets, and the wholesale pricing of unbundled telecommunications network elements.

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4.2.3 Shaun Fernando, Broadband and Economic Development SME

Name	Shaun Fernando
Proposed Position	Broadband and Economic Opportunity SME
Degree/Education	M.S., Environmental Design/Systems Engineering, University College London PhD. Physics, University College London

Summary of Qualifications

Mr. Shaun Fernando is a Director within Guidehouse's State and Local Practice focusing on strategy and economics for cities and infrastructure. He has over 10 years' experience as a management consultant in addressing the needs of societies and economies. His expertise is in developing the strategic rationale, business case and management systems for cities to plan and implement economic development, sustainability and smart city initiatives. Mr. Fernando has worked on a number of high-profile and transformational engagements such as developing the UAE's Green Growth strategy to decouple its economy from hydrocarbons, Ethiopia's urbanization strategy to create a new middle class, and market-based sustainable city plans for Los Angeles and San José. Recently, his work is bringing him to explore issues around the future of mobility; specifically, vehicle electrification and autonomy, the energy-transport nexus and creating equitable transportation systems. Prior to joining Guidehouse, he was a policy and economics consultant with PricewaterhouseCoopers in London, Abu Dhabi and San Francisco. He previously worked for the European Commission, for the Global Green Growth Institute on low carbon economics, and World Bank-IFC on sustainable energy financing in South Asia.

Comparable Work Experience

- **Wayne County, MI:** Shaun is the engagement director overseeing the creation of a multi-pronged workforce development strategy including stakeholder outreach in a complex and fragmented ecosystem, as well as economic forecasting using some novel analytical techniques to develop an economic and workforce development strategy for Wayne County, MI. Under his leadership, the county was able to incorporate the industrial assets and the trends underway in its sectors, specifically vehicle electrification and mobility as part of its workforce development strategy.
- **City of Santa Monica, CA:** Leading a consulting team with the City of Santa Monica to develop a 30-year strategy for the city's economic development. His team has evaluated the sectoral composition of Santa Monica, including Location Quotients and competitive advantages in the Los Angeles region.
- **New Jersey Economic Development Authority:** Led a 10-person consulting team to develop the State of New Jersey's strategy for developing an economic cluster supporting vehicle electrification in the commercial trucking space. The engagement integrated vehicle adoption modelling to analyze the growth in EVs between 2020 to 2050 with near-term economic impacts using IMPLAN. He led the client in developing a strategy to support niche manufacturing and financial services to support EVs, totaling a $10 billion economic development opportunity.
- **State of Missouri:** Led the economic analysis underpinning the State of Missouri's Economic Development Strategy. He led an economics team looking at the sectoral composition of the economy at the 6-digit NAICS level and identified emergent economic value chains and clusters to be supported by economic development programs.

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Name	Shaun Fernando

- **City of San Jose, CA:** Led the development of the Climate Smart San Jose plan. He led the implementation of a "next generation" analytical framework to understand the economics of de-carbonization and led a team to quantify the impact of $252 billion of low carbon investments over 32 years and their effect on GDP.
- **Federal Government of the UAE:** Led the analytical workstream on this significant strategy of the Prime Minister's Office of the UAE. This involved the economic impact assessment of $25 billion of low carbon investments in the power, buildings and water sectors. He led an analytical team that used computable general equilibrium (CGE) techniques to determine the GDP, GVA and employment changes as a result of a 'green growth stimulus'.
- **Denver International Airport:** Led a team to perform a cost-benefit analysis and develop an economic cluster development strategy. He interacted directly with the airport's Executive Team and wider economic development stakeholders in order to design a strategy that built on local economic strengths.
- **DTE Energy:** Supported consultancy team that developed the economic development strategy for Detroit's post-industrial recovery.

4.2.4 Travis Green, Federal Grants and Compliance SME

Name	Travis Green
Proposed Role	Federal Grants and Compliance SME
Degree/Education	B.A., Wildlife Ecology and Conservation Management, Northwest Missouri State University

Summary of Qualifications

Mr. Green is a Partner and Co-Founder of Viriya Consulting with over 7 years of project administration experience. Mr. Green's technical expertise extends through a multitude of core competencies including quality assurance, compliance, procurement, program delivery, data analysis, and direct project management. Mr. Green is currently overseeing recovery teams nationwide to assist states, emergency management agencies, cities, and counties recovery from natural disasters as well as the recent COVID-19 pandemic. Mr. Green and the Viriya team are assisting state and local governments, and hospital systems through their COVID-19 recovery efforts in Missouri, Texas, Michigan, South Carolina, and Massachusetts.

Comparable Work Experience

- **For the Jersey City Economic Development Corporation,** Mr. Green assisted in the development of a grant application to serve the microenterprise businesses in Jersey City, New Jersey. Mr. Green provided policy and procedure assessment recommendations for enhanced compliance with program regulations and lead deliverable creation through the life of the project.
- **For the Department of Administration for the State of South Carolina,** Mr. Green developed an allocation assessment and method of distribution for the nearly $2B in Coronavirus Relief Funds allocated to the State. This method of distribution was used to set benchmarks for funding to Cities, Counties, Hospitals, Institutes of Higher Education, State Agencies, Small Businesses and Nonprofit Organizations. Mr. Green also developed

Name	Travis Green

proprietary review tools used by the project delivery team to ensure accurate and timely disbursements of the available funding.

- **For the City of Joplin, Missouri,** Mr. Green provided direct project management and coordination for several of the city's tornado recovery projects. Mr. Green began his work with the City on the successful Joplin Homebuyers Assistance Program (JHAP), which provided critical housing down payment assistance to rebuild homes in the zone devastated by the May 2011 EF-5 tornado. Continuing his work with the City, Mr. Green oversaw the development of an Advanced Training and Technology Center in coordination with the Joplin Area Chamber of Commerce Foundation (JACCF). Mr. Green also oversaw the development of an Early Childhood Center in coordination with the Joplin School District as well as the development of a Senior Citizens Center in coordination with the city's Area Agency on Aging representatives. Additionally, Mr. Green worked hand in hand with the Joplin Industrial Development Authority to develop critical infrastructure in the city's Crossroads Industrial Park.

4.2.5 Shannon Anastosopolos, State/County Grants SME

Name	Shannon Anastosopolos
Proposed Role	State/County Grants SME
Degree/Education	B.S., Psychology, Missouri Southern State University

Summary of Qualifications

Mr. Anastosopolos is a Partner and Co-Founder of Viriya Consulting. He has assisted in the administration of over $3B in federally funded programs carried out across the Country for municipalities, counties, states, educational institutions, nonprofits, and healthcare providers. These programs are funded by various agencies including HUD CDBG, FEMA-PA, CARES Act/Coronavirus Relief Funds, and EDA. His diverse experience in management consulting ranges across an array of activities including housing, infrastructure, economic development, small-business assistance, public service/facility projects, and "Smart Cities". Mr. Anastosopolos' involvement in beginning-to-end project delivery, from program development and capital planning to compliance monitoring and closeout, has broadened his expertise in the industry. His exceptional experience coupled with Viriya's modern approach in funding augmentation allows Viriya to stand-out among competitors.

Comparable Work Experience

- **For the State of South Carolina,** Mr. Anastosopolos has been vital to the successful delivery of several grant programs administered within the State, including Emergency Rental Assistance Programs (ERAP) as well Small Business and Non-profit grant programs. Mr. Anastosopolos has maintained oversight of project delivery teams, including on-site program advocacy resources throughout the State who are supporting underserved communities navigate the grant application processes. Additionally, Mr. Anastosopolos has led the development of project workflow tools to improve application processing efficiency, reduce errors and improve program reporting functions.
- **For the State of South Dakota,** Mr. Anastosopolos worked in collaboration with State officials and the project engagement team to develop a review model for the processing of over 10,000 applications received in response to the State's various COVID-19 relief grant programs totaling over half a billion dollars. Mr. Anastosopolos and his team developed a

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Name	Shannon Anastosopolos

web-based application, Volant, that enabled the engagement team to implement a dynamic, multilevel review process. Being compatible with the State's applicant intake portal, Salesforce, the Volant app streamlined applications from intake through award by automating components of the review process, including but not limited to duplication of benefit analysis and award determinations.

- **For the City of Joplin, Missouri,** Mr. Anastosopolos supported the City of Joplin in the administration of their $158M CDBG-DR grant awarded in response to the May 2011 Tornado. As a resident of Joplin, Mr. Anastosopolos' s footprint began in the early phases of recovery, supporting in the development of the City's Capital Plan, CDBG-DR Compliance Manual, and integrated master schedule (recognized "exemplary practices" by HUD) enabling the City to enforce and track critical project milestones. In his capacity as project manager, Mr. Anastosopolos guided multiple housing and economic development projects from action plan allocation through procurement, design, construction, and closeout. Mr. Anastosopolos also worked closely with various sub-recipients to maintain project delivery. The City's recovery plans and progress were displayed to the public through a GIS dashboard in which Mr. Anastosopolos supported the development and maintenance.

4.2.6 Raveen Rao, SLG Midwest Partner

Name	Raveen Rao
Proposed Role	SLG Midwest Partner
Degree/Education	M.B.A./M.P.P., Strategy and Public Policy Analysis, Carnegie Mellon University B.S., Electrical Engineering and Computer Science, University of Illinois

Summary of Qualifications

Raveen has over 20 years of experience working with senior executives in the private and public sectors. He has deep experience across a myriad of public management areas, including grants management, shared services program design, transformational program management, economic development, disaster recovery, and sustainability. Through these experiences, he has helped clients drive the successful design and execution of complex and high-impact strategic, operational, organizational, technology initiatives, including Cook County, the Chicago Transit Authority (CTA), State of New York, New York City's MTA, and Chicago Public Schools (CPS).

Comparable Work Experience

- **For several State and Local Governments nationwide,** Mr. Rao led engagements related to the operational, logistical, financial management and grants management aspects of the recovery. Through the work of our teams, our clients were able to organize expenses and other costs, identify the most appropriate reimbursement channels, and drive reimbursements. This work also included a diversity and equity-based approach to the distribution of these funds to municipalities and subgrantees, as well as an approach to support economic development in these communities.
- **For the Chicago Transit Authority (CTA),** Mr. Rao led a team to understand and improve upon the CTA's innovation strategy, including competitive posture (vs. ride share, etc.),

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customer engagement, data analytics, workforce development, technology innovation, and other related considerations. The team also advised on how best to re-align the organization with an eye towards innovation throughout the DNA of the CTA – at all levels of the organization. The team created a portfolio of pilot initiatives and set up a program management structure to drive its successful roll out.

- **For the State of Missouri,** Mr. Rao led a team to help the State evaluate its current economic development plan and organization and built a 5-year strategic plan for the State. The team conducted over 100 interviews of business leaders, residents, government leaders, and community activists and analyzed key data sources on micro and macro-economic trends. The report provided a go-forward plan for the State to drive economic growth and promote happiness of its residents through investments in transportation, communication, sustainability, health care and manufacturing initiatives.
- **For Chicago Public Schools,** Mr. Rao managed a cross-functional team to drive the development and execution of a multi-phase strategy to build performance management throughout the $6B district of ~600 schools via a business intelligence and data warehouse rollout. The team drove the strategy, initial prototypes, RFP development/procurement process, vendor management, change management, and value management for the effort. The Performance Management Strategy, along with other district programs, has driven a significant improvement in attendance, test scores, grades, and behavior incidents across the district. Additionally, the team co-authored a paper with the district on data-driven decision making in K-12 public education, which was subsequently presented at numerous conferences and councils.
- **For the State of Minnesota,** Mr. Rao led a project management, functional, and technical team to drive change from myriad systems to the Oracle Suite of Identity and Access Management Products. The team was responsible in building the strategy and roadmap for infrastructure build and application integrations. The team worked with various stakeholders to track activities and prioritize various efforts, coordinated with application owners, state executives and IAM leadership during these phases to plan for various release and go live activities. The program is now being rolled out with the team's support throughout other areas in the State.

5.0 Experience and Qualifications

Team Guidehouse has deep and expansive experience managing grant administration. For State agencies and local governments, Team Guidehouse has overseen everything from funding strategy and document collection through audit-ready submission. We have deep capacity expertise managing ARPA, CRF, CDC, CDBG, HUD, and FEMA PA, as well as numerous other Federal and State funding opportunities from grant award through final compliance and monitoring.

What distinguishes Team Guidehouse from our competitors is the depth and breadth of our experience related to providing consulting services for the unique nature of the COVID-19 disaster. Often, our clients go into Coronavirus Relief Funds (CRF) and American Rescue Plan Act (ARPA) projects making assumptions about the specific support required to administer, track, and comply with all regulations related to ARPA. Invariably, after the project kicks-off, the client realizes they need additional assistance with grants management, information

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technology, access to approaches from other local and state governments, best-practices and community organization. Four characteristics distinguish the Guidehouse team from others.

- **Experience:** Our individual team members for this engagement and our firms have managed more than $5 billion in CRF and ARPA-related funds for our clients.
- **Full Suite of ARPA and IIJA Related Services:** We are poised to provide you with the services requested and all other management and technology related consulting services as needed for ARPA and IIJA.
- **Equity Lens:** Our team is experienced in providing equity consulting to ensure the City's investments are consistent with Treasury guidance on equity and underserved populations.
- **Stimulus Command Center Experience:** Guidehouse is managing ARPA for the City of Dayton. Dayton is one of six cities selected across the United States to be part of the Stimulus Command Center network providing guidance and best practices across the country.

Team Guidehouse has provided performance measurement and program monitoring, grants management, and project management services for many city, county, state, and healthcare institutions throughout the United States. Our deep experience supporting clients with COVID-19 and disaster recovery services demonstrates our unique qualifications to support Joplin. **Table 4** and **Table 5** provide a sampling of our experience in the following areas:

- **Project management**, which is forefront of all projects we work on and clients we serve. Our approach to Project Management is recognized nationally as an industry leader by the Program Management Institute (PMI).
- **Oversight of disbursement/grants management and tracking of federal funds,** assisting state, local and federal clients with developing and administering all aspects of grants programs.
- **Reporting,** conducting frequent and regular touchpoints during the project to make sure that work products remain aligned and consistent with project goals and objectives. We have expensive experience with compliance reporting and cost tracking.
- **Program design and management,** through a collaborative approach that lends itself to arriving at solutions that best meet the needs of all stakeholders.
- **Program evaluation,** monitoring and measuring program performance and impact and developing key performance indicators.
- **Economic impact,** integrated into program design and management to ensure that grants and projects deliver significant impacts to the economic health of cities, communities and residents.

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Table 4. A Sample of our COVID-19 Experience

Client and Project	Project Description	PMO and Reporting	Maximize Federal Funds	Program Design / Mgmt.	Economic Impact	Program Evaluation	Administer Grant Monies
New York State Governor's Office of Storm Recovery; Project Management Office	Guidehouse provides program management and integrity monitoring services in support of New York State's Superstorm Sandy recovery efforts, supporting efforts to rebuild more resilient homes, communities, and municipalities.	★	★	★	★	★	★
State of New Hampshire; New Hampshire COVID-19 Assistance	Guidehouse is providing expertise and guidance on the strategic planning, process development and implementation, and project management associated with COVID-19 response and recovery grants.	★	★	★	★	★	★
State of Oklahoma Office of Management and Enterprise Services; ARPA Program Management Office	Guidehouse is providing strategic planning, development, and program management to aid the use of Oklahoma's American Rescue Plan Act (ARPA) funds with the intent of a big picture-focused comprehensive recovery plan and compliant grants management.	★	★	★	★	★	★
State of South Carolina; COVID-19 Grant Management Services	Guidehouse is engaged by the State of South Carolina to maximize the State's allocation of funding. Guidehouse identified funding and eligibility requirements and developed strategies for the State's response.	★	★	★	★	★	★
State of Vermont; COVID-19 Response and Recovery Consultant Services	Guidehouse created a framework for managing, accounting for, monitoring, and sufficiently documenting the use of all federal coronavirus funds. Our team is ensuring that federal funds are spent effectively, lawfully, and transparently.	★	★	★		★	★
Joplin, Missouri; EF 5 Tornado Recovery Federal Grant Program Management	Guidehouse is providing grant and program management support on Joplin's infrastructure and economic development projects, throughout the project's lifecycle, from planning through execution.		★	★	★	★	★
Puerto Rico; Central Office of Recovery, Reconstruction & Resiliency (COR3) PMO	Guidehouse served as PMO for energy system modernization planning and execution, development of new codes and standards, capital project construction scope and budget definition, procurement and management of Engineering and Construction Services, funding formulation (project-level grant application) and compliance through FEMA, HUD and CDBG, and overall program execution management and administration.		★	★	★	★	★
Harris County, TX; Broadband and Digital Equity Strategy	Guidehouse was engaged to provide strategy, implementation assistance, and program management to support broadband and digital inclusion.		★	★	★	★	★
State of Michigan; COVID-19 Program Compliance and Monitoring	Guidehouse provided federal compliance and grant management expertise for Funded Programs, including but not limited to CRF, CRF/FEMA, Consolidated Appropriations Act of 2021/H.R.133, and any additional stimulus funding related to COVID-19.	★	★	★			★
Massachusetts Emergency Management Agency	**Guidehouse designed and stood up a reimbursement and documentation unit to provide technical assistance to over 70 FEMA Public Assistance applicants in Massachusetts.**	★	★	★			

Client and Project	Project Description	PMO and Reporting	Maximize Federal Funds	Program Design / Mgmt.	Economic Impact	Program Evaluation	Administer Grant Monies
(MEMA); COVID-19 Response Services							
Cook County, IL; COVID-19 Response Services	Guidehouse is providing management support for tracking the County's costs related to the COVID-19 response and ongoing training on FEMA guidelines all stakeholders.	★	★	★			
City of Philadelphia, PA; Smart City Strategy	Guidehouse was engaged to develop a Smart City roadmap that outlined strategies to implement, support, and use technology and systems effectively.			★	★	★	
State of Oklahoma; Economic Diversification Scenarios	Guidehouse evaluated economic development activities that would boost fiscal revenues in the aftermath of a state fiscal shortfall caused by COVID-19.			★	★	★	
New Jersey Economic Development Authority; EV Economic Cluster Development Strategy	Guidehouse developed key deliverables including 1) a fully developed pilot-program and implementation strategy for a voucher program; 2) current state deliverable and mapping of future EV value chain; 3) comprehensive statewide strategy; and 4) program architecture for activities that promote EV adoption.			★	★	★	
City of Santa Monica, CA; Santa Monica 2050 Economic Strategy	Guidehouse is developing an economic sustainability strategy for the City that will outline actions and targets the City and its partners can pursue in the short and long-term to prepare citizens, businesses, and government agencies to weather and benefit from these global trends.			★	★	★	
Wayne County MI; Economic and Workforce Development Strategy	Guidehouse is supporting the development and implementation of an economic and workforce development strategy that catalyzes the County's economic recovery and supports longer-term economic diversification and vitality.			★	★	★	
Guilford County, NC; Broadband and Digital Equity Strategy	Guidehouse helped the County understand where they may have gaps and opportunities to improve broadband. As a result of this project, Guilford County has identified potential investment areas for ARPA funding.			★	★	★	
City of Detroit, MI COVID-19 Response Services	Guidehouse is providing management support and financial management services related to the COVID-19 response and ongoing training on FEMA guidelines all stakeholders.	★	★	★			
Oakland County, MI ARPA Management Services	Guidehouse is providing Disaster Cost Recovery Services for COVID-19 APRA Project and Grant Management.	★	★	★			★
City of Dayton, OH ARPA Management Services	Guidehouse is providing Disaster Cost Recovery Services for COVID-19 APRA Project and Grant Management, including stakeholder and community engagement.	★	★	★			★
Harris County, TX ARPA Management Services	Guidehouse is providing Disaster Cost Recovery Services for COVID-19 APRA Project and Grant Management.	★	★	★			★

Table 5. Additional Explanation of Relevant Experience

Wayne and Oakland Counties, Michigan – CRF and ARPA
Guidehouse is helping both Wayne County and Oakland County maximize their federal COVID-19 reimbursements by providing project management, technical assistance, and tracking and reporting support. Guidehouse provides grant management review and eligibility assistance, technical assistance, and tracking and reporting support to submit appropriate applications and supporting documents that meet requirements for reimbursements from Federal and State entities. Guidehouse has worked with both counties to support the identification of funding available for reopening of the counties to the public. Guidehouse has also been appointed to manage both counties ARPA funds.
City of Albuquerque, NM – COVID-19 Disaster Response Services – CRF and ARPA
Guidehouse conducted an Initial Program Assessment (IPA) and designed strategic improvements to help the City as it prepares to transition from a response to recovery. As part of the project, Guidehouse is helping the City evaluate its strategy and approach for identifying expenditures and revenue losses to help ensure compliance with FEMA and other requirements. This approach helps the City maximize available funding distributed through the CARES Act. Guidehouse is providing expertise and guidance on the processes, organization, and project management associated with the recovery. Guidehouse reviewed the IPA with Albuquerque leadership to collaboratively design and implement improvements to the current process related to areas such as business process design, compliance and internal audit, and reimbursement and recovery project strategy.
Harris County, Office of Management and Budget – Hurricane Harvey Disaster Recovery
Guidehouse is engaged with Harris County on several fronts to support Harris County following Hurricane Harvey. Harris County is the most populous county in the US with over 4.5 million residents and over 1,700 square miles, making it larger in size and economy than many US states. With the magnitude of unprecedented damage, Harris County contracted Guidehouse to provide overall grant administration, project management, and financial oversight for several federal and state agencies including but not limited to FEMA, FHWA, HUD, TDEM, and GLO related to Hurricane Harvey relief. Guidehouse provided financial management, operational, strategic, and grants management support for the administration and oversight of disaster recovery grants. Guidehouse provided expert support services for FEMA PA, CDBG-DR, FHWA, and other recovery grant programs including planning, strategy support, organizational assistance, design, construction, reporting and monitoring, and project closeout.
State of Oklahoma – COVID-19 Support Services – Oklahoma Cares Act Grant Management – CRF and ARPA
Guidehouse provided detailed strategy and technical planning for understanding of the CARES Act and related federal funding stimulus legislation. We built a fully integrated grants management system on the Salesforce.com platform for the receipt and distribution of funds. We also performed a rapid assessment of current processes and systems that the State now uses to support Grants Management. Our teams designed the process for both County and City grant submissions as well as the internal State process for managing applications.
State of New Hampshire – COVID-19 Response Services – CRF and ARPA
Guidehouse is providing advisory services for framework and methodology to allocate $1.2 billion in CRF. We helped lead an extensive stakeholder process that elicited input from all sectors of the New Hampshire economy, including health care, small business, tourism and

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Table 5. Additional Explanation of Relevant Experience

hospitality, manufacturing, education, and philanthropy. We identified both immediate and long-term priorities for use of CARES Act funds, including the use of funds in accordance with US Treasury Department guidelines to address the secondary impacts of the pandemic on the State economy. A critical component of the New Hampshire relief effort is to leverage the capacity of governmental and leading non-profit organizations to timely distribute funding locally while ensuring compliance with all transparency and recordkeeping requirements. Funding allocations were also informed by the need to coordinate benefits, avoid duplication of funding, and distribute funds for their highest and best use.

State of South Carolina – COVID-19 Grant Management Services – CRF

Guidehouse is currently providing services around 4 specific workstreams: 1) Develop an overall Grant Management Strategy and assist the State to maximize its allocation of funding to enhance recovery from COVID-19, 2) Define the end-to-end Grant Management process, 3) Stand up a Salesforce.com platform to enable these processes, and 4) Perform third party administration services on behalf of the State.

State of Vermont – COVID-19 Response and Recovery Consultant Services – CRF and ARPA

Guidehouse created a framework for managing, accounting for, monitoring, and sufficiently documenting the use of all federal coronavirus response and recovery funds. Our team is ensuring that federal funds are spent effectively, lawfully, and transparently through clear and consistent accountability and integrity guidance for recipients and sub-recipients of the CRF and other federal disaster relief funding. We are also coordinating the funding process for FEMA-PA grants for all applicants as needed with application submittals and expedited funding requests. To further assist with FEMA-PA, Guidehouse is holding virtual meetings with staff from the Vermont Emergency Management (VEM) and the Agency for Human Services (AHS) to coordinate PA applicant support strategy and assistance for AHS. We are also developing reporting tools, including the creation of a COVID-19 webpage, for the State to provide full transparency of all state COVID-19-related expenditures and their associated funding sources. Our work will allow Vermont to maximize reimbursement through CRF and FEMA-PA for eligible state costs, which frees general fund dollars for other uses, including COVID-19-related needs not eligible for reimbursement.

U.S. Department of the Treasury – CARES Act Support

Guidehouse is designing and documenting policies, processes, and controls for Treasury's CARES Act programs and responsibilities. We are leveraging our experience supporting the Troubled Asset Relief Program (TARP), the Small Business Lending Fund (SBLF), and other Federal financial recovery programs to: Support design sessions with Treasury leaders to define processes and governance frameworks, Design and document CARES Act operations policies and processes, including developing process flows and risk and control matrices, Develop committee charters, Provide on-going monitoring and compliance support for the execution of CARES Act programs and processes, and Develop reports and provide other program management support.

Nationwide – COVID-19 Response and Recovery Services

Guidehouse is supporting numerous hospital and health systems and we are currently supporting more than 40 private non-profit entities as well as multiple local governments across the US in their response to COVID-19. Our support includes maximizing available federal, state, and other grant funding, providing daily regulatory updates and policy guidance,

Table 5. Additional Explanation of Relevant Experience

developing and submitting FEMA Category B and Expedited Project Worksheets, establishing tracking mechanisms to document costs and lost revenue for potential reimbursement, deploying tools and templates for the planning and administration of federal funds, preparation and submission of grant applications, and other support related to the CARES Act and grants management.

6.0 References

6.1 State of South Carolina Coronavirus Relief Funding Grant Administration

Name of Organization	**State of South Carolina**	
Contact Person	**Name**	Brian Gaines
	Telephone Number	(803) 734-8115
	Email Address	brian.gaines@admin.sc.gov
Period of Performance	October 2020 – Ongoing	
Amount Administered	$83,056,281, which includes HAF Grants Management, CDBG-CV Grants Administration, Emergency Rental Assistance Program, ERA2 Support and additional related services	
Primary Consultant	Guidehouse	
Subcontractors	Viriya Consulting, Nan McKay	
Project Manager	Originating: Vinod Ramachandran; Ongoing: Vinod Ramachandran	

Description and Dates of Services

- Guidehouse was engaged by the State of South Carolina's Department of Administration to support its COVID-19 response and recovery efforts. To maximize the State's allocation of CARES Act funding, Guidehouse identified funding and eligibility requirements and developed strategies for the State's response using a current state assessment and prioritization evaluation based on funding. Our team then established processes, policies, and procedures for the end-to-end grants management process that then became business requirements for a tech-enabled grants management platform that will lead to countless efficiencies for years to come.
- Key Outcomes include:
  - Rollout of a Salesforce platform to manage requests for reimbursement, track funding amounts, and to manage Subrecipient/client accounts.
  - After reviewing the 1,839 requests for reimbursement submitted to the program, Guidehouse allocated over $1.98 billion to Subrecipients throughout South Carolina. These subrecipients included state agencies, hospitals, universities, and local government at the County, Town and Municipality level.
  - Funds were distributed across a wide breadth of activities, including reimbursements for payroll, goods/services, paid sick and medical leave, and activities performed to prevent the spread of COVID-19.
- Guidehouse concurrently supported the State with grant administration, including instituting compliance and audit-readiness practices. Guidehouse staffed a large team that actively reviewed thousands of reimbursement requests and monitoring for risk (including fraud), accuracy, and fidelity to the State's interpretation of requirements for disbursal of CARES Act funds. Our team assessed eligibility of expenses, answering questions about eligibility

Name of Organization	State of South Carolina

and requirements, and confirming duplication-of-benefits issues between CARES Act and FEMA PA funding for hundreds of millions of dollars of funds. Guidehouse also monitored the grant management process alongside the Department of Administration, helping to determine allocations among subrecipients, ensuring auditability of processes, and supporting coordination between the Department of Administration and other arms of the South Carolina state government.

6.2 Dayton, OH – Disaster Cost Recovery Services for COVID-19 & ARPA

Name of Organization	City of Dayton	
Contact Person	**Name**	Monica Jones
	Telephone Number	937-333-3663
	Email Address	monica.jones@dayton.oh.gov
Period of Performance	October 2020 – Present	
Amount Administered	$164,450,000 CRF and ARPA funds	
Primary Consultant	Guidehouse	
Subcontractors	JYG, The Voice of Your Customer, Rehmann	
Project Manager	Originating: Dave Matusoff; Ongoing: Dave Matusoff	

Description and Dates of Services

- Guidehouse is working with the City of Dayton to maximize federal, state, and other COVID-19 reimbursements and coordinate reporting across funding agencies including the State of Ohio and the U.S. Department of Treasury. This includes monitoring compliance with all Treasury guidelines and providing the client insights on eligibility and strategies to fully leverage all CRF funds. Guidehouse first provided a project kickoff to help engage a stakeholder team and create a unified approach to recovery that aligned public, private, and not-for-profit sectors together.
- Guidehouse provided relief fund eligibility support, including identification of authorized use of the Relief Funds so the City would benefit from a stable, compliant expenditure and payment tracking mechanism. Guidehouse provided a web-based portal to accept applications and receive and respond to inquiries and developed protocols for payment reconciliations.
- Guidehouse established proper accounting and reporting internal control mechanisms to record, track, and disburse funds according to all federal and state regulations including, but not limited to Uniform Guidance, General Accepted Accounting Principles, and the City's internal fund-based accounting policies and procedures. Guidehouse is providing coordination between federal, State and City agencies, including the U.S. Department of the Treasury, the US Attorney's office, the US Department of Justice, the Ohio Emergency Management Agency, the Ohio Attorney General's office, Ohio Department of Taxation and the Ohio Auditor of State, Ohio Office of Budget & Management. Additionally, we are providing support for an appeal process for disputes.
- Guidehouse is also engaged to provide ARPA grants administration and project management. The City of Dayton is also one of six Strategic ARP Stimulus Command Centers in the nation. These Stimulus Command Centers are 18-month partnerships through the U.S. Conference of Mayors, Accelerator for America, and Drexel University's Nowak

Name of Organization	City of Dayton
Metro Finance Lab. They serve as executive-level task forces comprising of leaders from the public, private, and civic sectors and will be the local go-to points for planning, prioritizing, and coordinating federal relief and recovery investments. Guidehouse will support stakeholder relations efforts and program management for Dayton's Stimulus Command Center.	

6.3 Kalamazoo County, MI – ARPA Funds Management

Name of Organization	Insert Name	
Contact Person	**Name**	Amanda Morse, Finance Director
	Telephone Number	(269) 383-8908
	Email Address	almors@kalcounty.com
Period of Performance	December 2021 – Present	
Amount Administered	$54.5 million ARPA funds	
Primary Consultant	Guidehouse	
Subcontractors	Plante Moran	
Project Manager	Originating: Carly Freeman; Ongoing: Carly Freeman	
Description and Dates of Services		
• Guidehouse is providing a framework for managing, accounting for, monitoring, and sufficiently documenting the use of all federal coronavirus response and recovery funds for Kalamazoo County. Guidehouse recently began to provide project management, technical assistance, and tracking and reporting support to submit appropriate applications and supporting documents that meet requirements for reimbursements from Federal and State entities. Guidehouse is identifying potential improvements and public assistance ARPA funding in conjunction with other local entities.		

6.4 City of Detroit, MI – Disaster Cost Recovery Services for COVID-19

Name of Organization	City of Detroit	
Contact Person	**Name**	Terri Daniels
	Telephone Number	(313) 610-0457
	Email Address	danielste@detroitmi.gov
Period of Performance	May 2020 – Present	
Amount Administered	$117,000,000+	
Primary Consultant	Guidehouse	
Subcontractors	Pierce, Monroe & Associates; Viriya Consulting	
Project Managers:	Originating: Rebecca Guerriero and Dami Kehinde; Ongoing: Eli Reilly	
Description and Dates of Services		
• Guidehouse is providing a framework for managing, accounting for, monitoring, and sufficiently documenting the use of all federal coronavirus response and recovery funds for the City of Detroit. This project supports the City of Detroit by strategically positioning one of the hardest hit cities in the United States to maximize Federal, State, and other COVID-19 reimbursements. Guidehouse provides project management, technical assistance, and tracking and reporting support to submit appropriate applications and supporting documents that meet requirements for reimbursements from Federal and State entities. Guidehouse has		

Name of Organization	City of Detroit

supported the City's strategy as well as participates on its Federal Stimulus Working Group. Guidehouse has facilitated detailed methodology discussions with federal emergency management to agree on a process to capture labor and payroll data for reimbursement. Guidehouse presents weekly to the CFO of Detroit and leads the Project Management Office for COVID reimbursement.

- Important Roles include:
  - Guidehouse has overseen and facilitated the submission of over $200 Million in COVID-19 funding for the City.
  - Guidehouse has worked closely with OCP and ODFS to train both City Department Staff as well as all City Vendors to ensure documentation standards are uniform across the City.
  - Guidehouse has developed a grant tracking pursuit tool that will track future opportunities and better position the City for collaborative success in funding pursuits for ARPA and any future Federal and State opportunities.

6.5 Wayne County, MI – CRF and ARPA Funds Management

Name of Organization	Wayne County, MI	
Contact Person	Name	Khalil Rahal, Assistant County Executive
	Telephone Number	(313) 588-0891
	Email Address	krahal@waynecounty.com
Period of Performance	June 2020 – Ongoing	
Amount Administered	$547,000,000 CRF and ARPA Funds	
Primary Consultant	Guidehouse	
Subcontractors	Pierce Monroe and Associates	
Project Manager	Originating: Gabby Bryant; Ongoing: Gabby Bryant	

Description and Dates of Services

- Guidehouse is currently providing grant management services for Wayne County in their multi-pronged response to the COVID-19 emergency. As part of the engagement, Guidehouse is overseeing the financial management of COVID-19 spending, which includes tracking the encumbered and actual expenses that the County is disbursing during COVID-19 and assigning eligibility to CRF, FEMA, CDBG or ARPA to maximize funding capabilities. Guidehouse also collected POs, invoices, and contracts in preparation of the reporting requirements with respect to FEMA and CRF and liaised with FEMA representatives to ensure expenditures were correctly appropriated. In terms of financial planning, Guidehouse developed spending plans across several stakeholder departments in the County, including Human Health and Veteran Services, IT, Sheriff's Office, and Economic Development. Guidehouse also provided monitoring and compliance support in the deployment of $70 million in grants for small businesses, non-profits, and individuals, ensuring a timely disbursement of funds that complied with applicable regulations. We also provided a mapping tool that identified businesses that applied to the grants, setting the stage for continued data development regarding the business ecosystem throughout the County.
- Specifically, our team provided the following services:
  - Provided project management services for the Wayne County in their multi-pronged response to the COVID-19 emergency

Name of Organization	Wayne County, MI

- Leveraged Microsoft Excel to track encumbered and actual expenses that the County was using during COVID-19, assigning if they were eligible for CRF, FEMA, or CDBG.
- Collected POs, invoices, and contracts in preparation of the reporting requirements with respect to FEMA, CRF.
- Liaised between FEMA representatives to ensure that expenditures were correctly appropriated.
- Continually tracked dollars, so that the County was prepared to handle the financial burdens caused due to the pandemic.
- Developed spending plans across several stakeholder departments in the County, including Human Health and Veteran Services, IT, Sheriff's Office, and Economic Development.
- Pursued and identified grant opportunities ensuring the County had access to funds to support residents throughout the pandemic with workforce development, testing, and returning to work.
- Developed a comprehensive list of grant opportunities from the EPA to EDA grants, while also identifying local contacts that could be leveraged for letters of support or curricula development.
- Deployed $70 million in grants for small businesses, non-profits, and individuals, ensuring that compliance and auditing standards were met throughout and providing thousands of businesses with timely funds.
- Deployed an additional $7.5 million in grants received by the State to meet a quick deadline for the disbursement of funds – worked closely with the Detroit Economic Growth Corporation through a coordinated effort to notify and award grantees.
- Mapped businesses that applied to the grants provided to the County, setting the stage for continued data development about the business ecosystem throughout the County.

6.6 Clinton County, MI – Financial Administration of SLFRF Monies and Broadband Services

Clinton County, Michigan	Financial Administration, Oversight, and Reporting of SLFRF Monies and Broadband Services	
Contact Person	Name	Craig Longnecker
	Telephone Number	989-224-5120
	Email Address	LONGNECK@clinton-county.org
Total Contract Value	$300,000	
Period of Performance	August 2021- Present	
Project Manager	Originating: Adam Smiddy and Harrison Phelan; Ongoing: Adam Smiddy and Harrison Phelan	

Description of Services

Guidehouse provides financial consulting services to Clinton County as required for the financial administration, oversight, and reporting of Federal and State grant monies as related to ARPA. Guidehouse helps design projects and internal controls to maintain compliance, develop project budgets, and assist with the day-to-day operations as needed.

Guidehouse is also in the process of providing a Broadband Roadmap for Clinton County as well as assist in future funding applications in support of the projects. To date, we have created

Clinton County, Michigan	Financial Administration, Oversight, and Reporting of SLFRF Monies and Broadband Services

connections with the premier area internet service providers to gather and present the most thorough, informed perspective to the client on how to proceed to serve each and every township, including those previously left out due to location and/or lack of access. This includes finding and evaluating experts, vetting research firms, creating a survey (using Qualtrics) and working with a selected team to find the perspectives and successfully serve those historically left out due to obstacles thought too complex. Guidehouse presented this information to the collective NEU's that make up Clinton County, increasing interest in broadband.

6.7 Guilford County, North Carolina – Broadband Fiber Optics Gap Analysis

Guilford County Government	Broadband Fiber Optics Gap Analysis	
Contact Person	Name	Jason Jones
	Telephone Number	336-641-3383
	Email Address	jjones@guilfordcountync.gov
Total Contract Value:	$500,000	
Period of Performance	May 2021 – March 2022	
Project Manager	Originating: Harrison Phelan; End: Harrison Phelan	

Description of Services

Guilford County engaged Guidehouse to develop a Gaps and Needs Infrastructure Analysis Report using public and private sector data available to help identify broadband infrastructure gaps for future development and investment in expanding broadband through ARPA funding. This was a comprehensive report, including access and adoption landscape across the nation, what residents need to access and adopt broadband and what the county to do to address barriers and needs.

6.8 City of Joplin – EF5 Tornado Recovery Program Management

Name of Organization	City of Joplin	
Contact Person	Name	Troy Bolander
	Telephone Number	(417) 624-0820 ext. 1510
	Email Address	TBolande@Joplinmo.org
Period of Performance	July 2017- December 2021	
Amount Administered	$158 million	
Primary Consultant	Guidehouse	
Subcontractors	Viriya Consulting, Nan McKay, Tim Kent & Associates	
Project Manager	Originating: Dami Kehinde; End: Dami Kehinde	

Description and Dates of Services

- Guidehouse was retained as the project administrator and project manager for the City of Joplin's HUD CDBG-DR funds received following the Enhanced Fujita-5 (EF-5) strength tornado, which devastated the City on May 21, 2011. The tornado caused 161 fatalities, making it the deadliest single tornado on record in the U.S. According to the National

Name of Organization	City of Joplin

Institute of Standards and Technology, it caused almost $3 billion in damage, including damage to 553 business structures and nearly 7,500 residential structures.

- Guidehouse provided grant management and program management support on the Joplin's infrastructure and economic development projects that include the rebuild of the sanitary sewers, storm water drainage, roads, sidewalks, utilities, and streetscapes, throughout the project's lifecycle, from planning through execution. The team also reviews the compliance of each project based on the CDBG-DR requirements, assists with the development of environmental assessments, and performs reviews of environmental documents related to the National Environmental Policy Act requirements to assess potential environmental hazards and risks, suggest mitigation measures for unavoidable impacts, and determine compliance with various state and federal agency requirements. Guidehouse is also assisting Joplin in maintaining their records management procedures / processes.
- Guidehouse is effectively supporting the City of Joplin with FEMA PA / CDBG match resolution. The team was able to successfully manage recovery by maintaining an integrated master schedule (recognized "exemplary practice by HUD") that associates project completion dates with critical funding milestones. Additionally, the team developed a GIS-based project reporting dashboard that tracks financial information for all grant projects in the city. To prioritize recovery efforts, the team developed a risk-based compliance and monitoring plan that determines a weight-based rink ranking, determines the cadence for monitoring visits, and identifies the requirements for monitoring visits. Guidehouse also provided the City of Joplin with a Capital Plan and prioritization framework (recognized "exemplary practice by HUD"), Compliance Policy & Procedure manual (recognized "exemplary practice by HUD"), and standardized invoicing and project update tools and templates.

7.0 Timeline to Complete Work

A thorough, transparent, and comprehensive recovery plan is the foundation and the goal of a successful recovery. To maximize the benefit of this recovery program for the current and future residents and visitors of Joplin, we will be an integrated part of your team, working in collaboration with City leadership, departments, and the communities and residents you serve to execute your recovery plan. Our hands-on approach is a core component of how we work and a key differentiator for Guidehouse: we will be "in the trenches" with you and your partners every day to ensure projects are on track, funding is maximized, and projects are meeting your ultimate, measurable goals.

Our approach centers around four distinct, but inter-related workstreams:

- Compliance Management
- Grant Strategy, Application, Administration, and Monitoring Management
- Federal Funding Project Management Office (PMO) Support and Implementation
- Program Administration

Our knowledge and expertise leveraging ARPA, as well as other State and Federal grants will be present throughout each workstream and phase of the project. The three project phases and key deliverables include:

Phase 1: Grant Opportunity Identification, Evaluation, and Application

- Initial funding needs assessment
- Management plan for funding sources
- Weekly report on funding opportunities, deadlines, and applicability
- Grant application submission process development and management

Phase 2: Project Management Office (PMO) Support and Coordination

- Project management plan and approach
- Weekly report (issues, risks, project status, funding status)
- Cost tracking and expense/ reimbursement tools, including mapping to systems
- Public-facing dashboards reflecting usage of grant funding
- Compliance plan, including a risk-mitigation and monitoring approach
- Reporting, including weekly reporting, board reporting, reports to grantors, grant funding sources, and cost tracking

Phase 3: Program Design, Implementation, and Administration

- Design of unique program components, including success metrics and reporting
- Ongoing program administration and operations planning
- Training materials and sessions on updated funding guidance
- Updates to City processes to ensure compliance with grant requirements
- Stakeholder management and ongoing communications

The figure below provides a summary of each project phase along with key activities and deliverables.

Use or disclosure of data contained on this page is subject to the restriction on the cover page of this document.

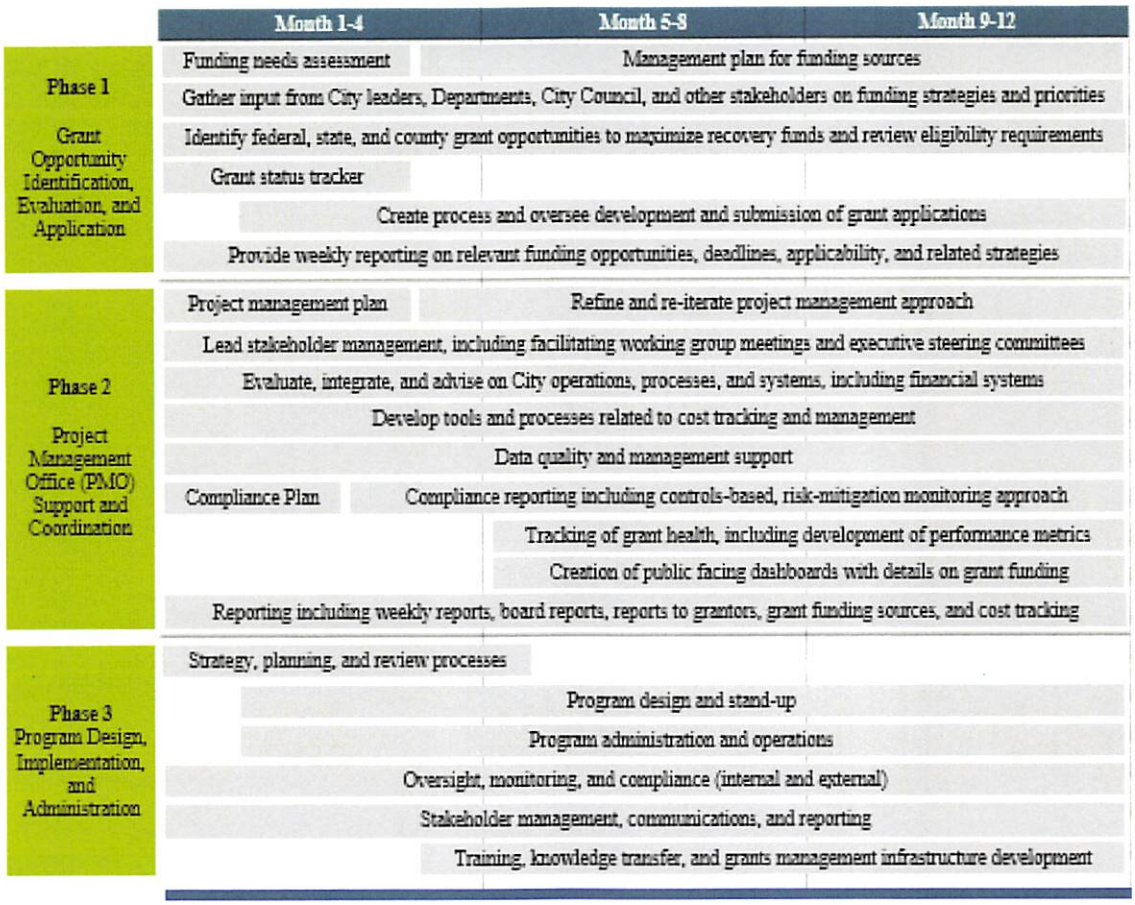

Figure 17. Project Phasing and Timeline

8.0 Cost of Proposal

Team Guidehouse has provided our proposed rates listed in the rate card below, based on a time and materials fee arrangement, with a not to exceed amount of $375,000. We have assumed this price for one (1) year of services to the City. We understand that the cost of providing services is contingent on the amount of funds successfully awarded to the City through the grant application process, and are happy to discuss extending further as program administration needs evolve.

Our proposed rate card is shown in **Table 6**.

Table 6. Three (3) Year Rate Sheet

Position	Year 1 Hourly Rate
Partner/Leader	$240
Director	$220
Manager	$195
Senior Consultant	$150
Consultant	$120
Grants Analyst II	$100
Grants Analyst I	$80

9.0 Conflict of Interest

Guidehouse, similar to our competitors who provide business advisory services, may support federal, state, local and private sector clients related to the various aspects of the 2021 Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act) including Grant Management Strategy, Compliance Monitoring, Program Design, Development and Management, Integrity Monitoring, Customer Experience and Procurement Support. While at this time we do not believe there is a conflict of interest, should a potential or actual conflict be identified by Guidehouse or the City of Joplin during the performance of the work, we will work with the City of Joplin to resolve the matter through conflict mitigation procedures or modifications to the scope of work.

Use or disclosure of data contained on this page is subject to the restriction on the cover page of this document.

10.0 Exceptions

Guidehouse

Submission of this proposal is not an indication of Guidehouse's willingness to be bound by all of the terms presented in the City of Joplin (the "City") Request for Proposal for Infrastructure/ARPA Related Funding Assistance (the "RFP"). This proposal in response to City's RFP does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory vendor contract including modifications to certain RFP terms and conditions, and including our standard terms and conditions and fees and billing rates established therein.

Given our past history of successfully negotiating mutually agreeable terms with the City, we do not anticipate any difficulty in reaching a contractual agreement that will enable us to provide the professional services which you are requesting, while protecting the interests of both parties.

Guidehouse respectfully requests the City consider the following modifications to the Exhibit A Sample Agreement.

7. **Termination:** If, through any cause, the Consultant shall materially fail to fulfill ~~in a timely and proper manner~~ Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination, and providing the Consultant a reasonable opportunity to cure any such failure. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance, in accordance with the applicable policy provisions. Such notices shall be mailed, return receipt requested to:

19. Liability and Indemnity:

A. In no event shall the ~~City be liable to the Consultant~~ shall either Party be liable to the other for special, indirect, punitive, exemplary 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 Consultant shall ~~defend,~~ indemnify ~~and hold~~ the City ~~harmless~~, 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 third-party 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 there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims~~ for ~~personal~~ bodily injuries, death, or real or tangible property damage ~~, or for damages from the award of this contract to Consultant.~~

C. The Consultant 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

Public

Guidehouse

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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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.~~ Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. ~~Consultant'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.~~

E. Notwithstanding any term herein, and except to the extent finally determined to be prohibited by law, Consultant's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Consultant for the particular Service giving rise to the liability under this agreement. In addition, Consultant shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the City.

Ownership of Consultant Materials. Consultant will own its working papers, pre-existing materials and software, as well as any general skills, know-how, process, or other intellectual property (including a non-client specific version of any Deliverables) which Consultant may have discovered or created as a result of the Services.

Public

CITY OF JOPLIN
INFRASTRUCTURE ARPA ASSITANCE RFP
FINAL OVERALL AVERAGE SCORE
2-Jun-22

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
GUIDEHOUSE	42	49	50	45	186	46.50
A&M	48	39	48	50	185	46.25
BAKER TILLY	38	38	47	35	158	39.50

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-125 Agreement between the City of Joplin and C & L Grease and Wastewater Services for Sludge Hauling On-Call Services.

MEETING DATE
June 20, 2022

ORIGINATING DEPT
Public Works/Operations

ATTACHMENTS
CB 2022-125 Ordinance; Agreement; Bid Form

REVIEWED BY
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with C & L Grease and Wastewater Services for Sludge Hauling On-Call Services in the amount of One Hundred Fifty Thousand Dollars and 00/100 ($150,000).

BACKGROUND
Hauling liquid and dry bio-solids from the City's Wastewater Treatment Facilities (WWTFs) is an important activity, affecting a treatment facility's ability to maximize treatment of wastewater flows and to remain in compliance with its operating permit. Since February of 2019, both of the Equipment Operators listed in the FTE's of Wastewater Account have been vacant, leaving the City's WWTFs without CDL drivers to haul away sludge. So, because the positions were open, City staff bid out on-call sludge hauling in 2019. The annual amounts paid to the sludge hauler under that contract are as follows: $112,500 (2019); $111,795 (2020); $102,570 (2021); and, $51,938 (through 5/19/22).

Earlier this year, City staff needed to bid the contract again because of the on-going shortage of CDL drivers employed by the City. The project was advertised on January 21, 2022, and bids were opened on February 24, 2022, in accordance with the City of Joplin's procurement policies. C & L Grease and Wastewater Services was the only company to submit bids; they have been the City's on-call sludge hauler since 2019 and have provided reliable service to the City's needs. The recent sharp rise in fuel costs and inflation have resulted in a higher cost for the City to properly dispose of sludge. C&L's bid rate from their previous contract was $0.0325/gal. but now is $0.0425/gal., which results in a 31% increase.

FUNDING SOURCE
Wastewater Fund

RECOMMENDATION

Staff recommends approval of this Council Bill on 1st Reading.

COUNCIL BILL NO. 2022-125 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with C & L Grease and Wastewater Services for Sludge Hauling On-Call Services not to exceed the amount of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) for Sludge Application and Hauling, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and C & L Grease and Wastewater Services not to exceed the amount of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00), an 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 upon final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-125

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

_____

Leslie Haase, Director of Finance

City of Joplin

Bid Form

Description: On Call Sludge Hauling Services 2022

BASE BID PRICE per gallon $_ 0.0425

BASE BID PRICE Per Mile $ NA

COMPANY C+L Grease and Wastewater Services

ADDRESS 1140 E 1st St.

Carterville, MO 64835

SIGNATURE Kmwald

TELEPHONE 417-717-0587

MARK BID ENVELOPES" BID #2022-23 ON CALL SLUDGE HAULING SERVICES
3:00 PM February 24, 2022"

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2022 ("the Effective Date"), by and between the City of Joplin, Missouri ("City"), and C&L Grease and Wastewater Services, LLC, a Missouri Limited Liability Company ("Contractor"), and with City and Contractor being referred to collectively as "the Parties."

WHEREAS, City desires to engage an independent contractor for the purpose of providing on-call sludge hauling and disposal services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing on-call sludge hauling and disposal services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Term. The term of this Agreement is from the Effective Date through June 19, 2023, unless terminated as provided herein. Thereafter, this Agreement shall automatically renew, on the same terms and conditions, for up to two (2) additional terms of one (1) year each, for a total of three (3) years.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following scope of services: on-call hauling and disposal of sludge from City's Wastewater Treatment Facilities. Contractor shall provide said services within forty-eight (48) hours of City's request for the same.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Contractor will be paid according to the following rate: $0.0425 per gallon of sludge. Within thirty (30) days of City's receipt and approval of an invoice, City will make payment to Contractor. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall

be binding unless first reduced to writing and executed with the same formality as this Agreement.

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

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. 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.

9. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

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

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

13. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

14. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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)

15. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Joplin	Larry Wayne Wald II
ATTN: City Attorney	1140 E 1st
602 S. Main St.	Carterville, MO 64835
Joplin, MO 64801	

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.

16. 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.

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

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

19. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged 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 fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

20. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted

assigns.

21. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, 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.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

CITY OF JOPLIN, MISSOURI	C&L GREASE AND WASTEWATER SERVICES, LLC
_____	_____
Nick Edwards, City Manager	By: Its:

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-133 – adoption of a Marketing agreement between the City of Joplin and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America a Home Serve USA Company for the Service Line Program.

MEETING DATE
June 20, 2022

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
Council Bill 2022-133; Marketing Agreement

REVIEWED BY
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill adopts a Marketing agreement between the City of Joplin and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America a Home Serve USA Company for the Service Line Program.

BACKGROUND
Ashley Shiwarski presented to Council the service line program that is endorsed by the National League of Cities (NLC). This program helps address public policy of aging infrastructure that benefits homeowners who carry this insurance. The program is no cost to the city. This program also educates homeowners on their responsibilities concerning their lateral lines. The warranty program uses locally licensed contractors to perform the work and these contractors are put through a rigorous vetting process to ensure the quality to the customer. This program can be done through a Royalty or a Non-royalty agreement with the city. The warranty provides the homeowner with coverage up to $8,500 per repair incident. There are three types of policies that the homeowner can purchase, these policies include water, sanitary sewer and indoor plumbing. The program is voluntary for the homeowner.

FUNDING SOURCE
No City Funding

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2022-133 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Marketing Agreement with Utility Service Partners Private Label, Inc., a Delaware Corporation, for the purpose of promoting a service line warranty program; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Utility Service Partners Private Label, Inc., a Delaware Corporation, for the purpose of promoting a service line warranty program, 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 or his designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into by and between the City of Joplin, Missouri ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties". This Agreement shall be effective on the last signature date set forth below ("**Effective Date**").

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's branding ("**Marks**"), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. The City's review and written approval may be provided via e-mail to Company. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement. As used herein, "**Member**" means those Property Owners that purchase and are successfully enrolled in a Product by Company. Each Member's name, address, phone number, email address and any other information that Company

collects from, on behalf of, or relating to a Member, is Company's property and subject to the confidentiality provision of this agreement.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**"). Company will be permitted to complete any marketing initiative approved prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. Either Party may terminate this Agreement, without cause, on thirty (30) days' written notice to the other Party.

4. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

6. **Indemnification.** Company hereby agrees to protect, indemnify, and hold City, its officers, employees, contractors, subcontractors, and agents harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which City may suffer or which may be sought against or are recovered or obtainable from City, as a result of or arising out of any breach of this Agreement by Company, or any negligent or fraudulent act or omission of Company or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that City notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. City may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

7. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service or (ii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Lynden Lawson
City of Joplin
602 S Main Street
Joplin, MO 64801

Email: llawson@joplinmo.org
Phone: (417) 624-0820

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

8. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

9. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

10. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Missouri, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT. Venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri. As used herein, "**Applicable Laws**" means applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements.

12. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

13. **Consequential Damages.** In no event shall either Party be liable to the other Party for special, indirect, punitive, exemplary, or consequential damages in contract, tort, warranty, strict liability, or otherwise, including, but not limited to, loss of profits or data.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF JOPLIN

_____

Name: Nick Edwards

Title: City Manager

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

_____

Name: Michael Backus

Title: Chief Sales Officer

Date:

Exhibit A
NLC Service Line Warranty Program
City of Joplin
Term Sheet
May 17, 2022

I. Initial Term. Three Years.

II. License Conditions. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.

III. Products.
   A. External water service line plan (initially, $5.25 per month)
   B. External sewer/septic line plan (initially, $7.25 per month)
   C. Interior plumbing and drainage plan (initially, $9.49 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed $0.50 in any 12-month period. If such adjustment shall exceed $0.50, both Parties must agree in writing.

IV. Scope of Coverage.
   A. External water service line plan:
      i. Covers Property Owner responsibility: From the meter to the external wall of the home.
      ii. Covers thawing of frozen external water lines.
      iii. Covers well service lines if applicable.
   B. External sewer/septic line plan:
      i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
      ii. Covers septic lines if applicable.
   C. Interior plumbing and drainage plan:
      i. Covers water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-522 – reaffirming the gross receipts tax to be imposed upon electric corporations conducting business within the City and matters relating thereto.

MEETING DATE
June 20, 2022

ORIGINATING DEPARTMENT
Finance

ATTACHMENTS
Council Bill 2022-522 Ordinance

REVIEWED BY
Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill reaffirms the gross receipts tax to be imposed upon electric corporations conducting business within the City.

BACKGROUND
The Missouri Public Service Commission (PSC) has granted a tariff increase of 7.38 percent to The Empire District Electric Company d/b/a Liberty ("Liberty"). Tariff increases in excess of 7 percent trigger certain requirements under Section 393.275.1, RSMo. to either roll back the rate of gross receipts taxes imposed by cities on Liberty or to pass an ordinance maintaining the existing rates despite the increase in the gross receipts to Liberty as a result of the tariff increase.

The statute requires cities to roll back the rate of the gross receipts tax within 60 days of the effective date of the tariff increase unless such cities pass an ordinance to maintain the existing rate. The PSC has established the effective date of the tariff increase granted to Liberty as June 2, 2022, and 60 days from that date is August 1, 2022.

This Council Bill reaffirms the gross receipts tax to be imposed upon electric corporations, including but not limited to Liberty, pursuant to Section 30-143 of the Joplin City Code, to be maintained at the existing rate of six (6) percent.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2022-522 ORDINANCE NO.

AN ORDINANCE reaffirming the gross receipts tax to be imposed upon electric corporations conducting business within the City and matters relating thereto.

WHEREAS, the Missouri Public Service Commission (PSC) has granted a tariff increase of 7.38 percent to The Empire District Electric Company d/b/a Liberty ("Liberty"); and

WHEREAS, tariff increases in excess of 7 percent trigger certain requirements under Section 393.275.1, RSMo. to either roll back the rate of gross receipts taxes imposed by cities on Liberty or to pass an ordinance maintaining the existing rates despite the increase in the gross receipts to Liberty as a result of the tariff increase; and

WHEREAS, Section 393.275.1, RSMo. requires cities to roll back the rate of the gross receipts tax within 60 days of the effective date of the tariff increase unless such cities pass an ordinance to maintain the existing rate; and

WHEREAS, the PSC has established the effective date of the tariff increase granted to Liberty as June 2, 2022, and 60 days from that date is August 1, 2022.

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

Section 1. The gross receipts tax imposed upon electric corporations, including but not limited to The Empire District Electric Company d/b/a Liberty, pursuant to Section 30-143 of the Joplin City Code, shall be maintained at its existing rate of six (6) percent, despite the tariff increase awarded by the PSC to Liberty effective on June 2, 2022.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022-606 – Reorganization of the Human Resources/Risk Management Department.

MEETING DATE
June 20, 2022.

REVIEWED BY
Director of Human Resources and Risk Management-, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY
Human Resources is reorganization two positions in the department to balance workloads, streamline processes and effectively manage internal and external responsibilities to City departments and citizen services. Human Resources Assistant position will be reclassified as a Human Resources Specialist position and the Assistant Director of Human Resources will be changed to Human Resources-Safety Manager.

BACKGROUND
A resolution from City Council in support for restructuring positions in the department will align department duties to provide service needs of the organization and general public.

FUNDING SOURCE
No additional funding is required. The changes will provide a net savings of $18,376.

RECOMMENDATION
Staff recommends approval of this Council Bill.

ATTACHMENTS
Council Bill 2022-606

CITY OF JOPLIN
HUMAN RESOURCES REORGANIZATION

Current Budget:

POSITION	BUDGET GRADE	BUDGET STEP	BUDGET WAGES	BUDGET FRINGES	TOTAL BUDGET	GENERAL FUND	WC FUND	LIABILITY FUND
HR Director	370	22	102,849	29,113	131,962	105,570	13,196	13,196
Administrative Assistant	130	2	27,020	12,624	39,644	39,644	-	-
Assistant Director of HR	320	17	65,706	29,242	94,948	75,959	9,495	9,495
Human Resources Assistant	140	3	29,333	12,898	42,232	33,785	4,223	4,223
Human Resources Specialist	160	7	36,483	21,044	57,527	57,527	-	-
Total Budget by Fund					**366,313**	**312,484**	**26,914**	**26,914**

Reorganization:

POSITION	BUDGET GRADE	BUDGET STEP	BUDGET WAGES	BUDGET FRINGES	TOTAL BUDGET	GENERAL FUND	WC FUND	LIABILITY FUND
HR Director	370	21	100,556	27,553	128,109	102,487	12,811	12,811
Administrative Assistant	130	2	27,020	12,624	39,644	39,644	-	-
HR Manager	320	8	55,245	25,242	80,487	64,390	8,049	8,049
Human Resources Specialist	160	2	33,203	12,898	46,101	46,101	-	-
Human Resources Specialist	160	1	32,552	21,044	53,596	53,596	-	-
Total Budget by Fund					**347,937**	**306,218**	**20,860**	**20,860**
Cost/(Savings)					**(18,375)**	**(6,266)**	**(6,055)**	**(6,055)**

JOPLIN MISSOURI

Job Description

Job Title:	Human Resources Specialist	Classification:	Classified
Department:	Human Resources	Grade:	160
Occupational Group:	Human Resources	FLSA:	Non-Exempt
Status:	Full-Time	Supervisory:	No

Primary Purpose

Under general supervision, performs a variety of professional and paraprofessional level human resource functions in the areas of employment, payroll, benefits, training, and compliance. May perform a variety of general safety and risk management functions in loss control, safety, and claims management.

Essential Job Functions

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job. Regular and consistent attendance for the assigned work schedule is essential.

1. Manages hiring requisitions for all position vacancies; develops and posts advertisements and for external and internal recruitment and promotional processes on professional association, school and university and business job sites.
2. Attends recruiting events; assembles/disassembles and oversees recruiting booths during recruiting events; engages with schools, community partners and potential applicants about careers.
3. Reviews and screens incoming employment applications and resumes and forwards to hiring manager.
4. Coordinates, schedules, and participates in interviews; Prepares reports, including interview summaries, for the hiring department.
5. Completes and/or assigns to HR Administrative Assistant new hire on-boarding processes:
    a. orders external background checks for new hires and reviews results; provides Fair Credit Reporting Act notices to candidates
    b. Schedules and verifies pre- and post-offer skills and/or physical testing is successfully completed before employee hire/start date; may proctor skills testing, as needed by department request
    c. Completes employment work authorization (I-9 form, e-verify and state reports)
    d. Verifies education and certifications
    e. Writes offer letters; communicates the official employment date and benefit summary to new hires
    f. Notifies supervisors, managers and IT of new employee start and orientation dates
    g. Enters new hire information into computer system, creates and ensures completion of employee computer sign-on information and calendar notifications before employment commences
    h. Creates employee identification badge and requests building access cards from IT
    i. Drafts pay status sheets, obtains department head signatures; submits to finance for payroll processing
    j. Processes new hire and benefits enrollment documentation; submits to finance and enters in health provider portals; ensures employees receive insurance cards
6. Conducts new hire orientation and assists with staff trainings.

7. Tracks and reports monthly new hires and employee terminations/retirements to Director.
8. Facilitates monthly random drug/alcohol testing with third party administrator and prepares compliance reports for FTA/DOT; updates eligibility list; notifies employees or supervisors of testing orders; monitors results. Notifies supervisors of concerns with timely submission or positive test results and appropriate action
9. Manages the eligibility, enrollment, utilization, tracking, termination, and reporting for City benefit programs such as health, dental, vision, and life insurances, retirement programs, flexible spending, FMLA, Military Leave, Return to Work, Care Leave, EAP, and Tuition Reimbursement programs, gym reimbursements and other programs
10. Serves as staff and vendor liaison for resolving employee benefit questions or issues
11. Completes payroll data entry; maintains and files records to ensure compliance with record retention policies
12. Maintains the confidentiality of information and records as required by law, City policy, and procedures
13. Assists Director with State and Federal employment reports, liability claims, open records requests
14. Assists Director with unemployment claims and workers' compensation claims
15. Coordinates employee service awards program, assists with employee events, and retiree awards
16. Provides guidance to employees on applying city policies

Other Duties

- May assist with a variety of general safety and risk management tasks
- Sets up and oversees employee banquets, picnics, and special activities/events
- Participates in employee and community committees as assigned
- Attends and participates effectively at departmental staff meetings
- Punctuality and regular attendance to ensure adequate services to departments and public
- Performs other duties as assigned

Minimum Qualifications

Knowledge of: Federal and State employment laws, policies, regulations, and guidelines; City's Charter and Personnel Rules and Regulations; City of Joplin's employment, compensation, and benefits practices; effective communication strategies and techniques for adult learners; Microsoft Office Suite.

Skill in: Establishing and maintaining effective working relationships with City employees/officials and the public; understanding and interpreting complex laws, regulations, policies, procedures, and guidelines; providing quality customer service; written and verbal communication; accurately entering data into computers for payroll and reporting purposes; Microsoft Office Suite.

Education: Graduation from an accredited college or university with an Associate's or Bachelor's degree in Human Resources, Personnel Management, Business Management, or related discipline is preferred. HR or Benefits/Payroll certification preferred.

Experience: a Minimum of three years of progressive Human Resources responsibilities in recruiting, payroll and benefits experience is required.

Licenses and Certifications: Possess and maintain a valid state issued driver's license. SHRM, ICMA-HR, IFEBP, CEBS or other such HR and/or benefits certification is a plus.

Physical Demands Requirements and Working Conditions

This is primarily an office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 20 pounds.

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset members of the public or their representatives while enforcing departmental policies and procedures.

Miscellaneous Requirements

Requires successful post-offer completion of a background investigation, physical exam, and drug test as a condition of employment with the City of Joplin.

Revision Date: 11/01/2021	Type of Change: Update position
Revision details: City-wide job description revision and updates.	

Job Description

Job Title:	Human Resources/Safety Manager	Classification:	Classified
Department:	Human Resources/Risk Management	Grade:	320
Occupational Group:	Human Resources	FLSA:	Exempt
Status:	Full-Time	Supervisory:	Yes

Primary Purpose

Under general supervision, manages staff and operations relating to employment, employee relations, compliance, compensation, benefits administration, and risk management. Serves as the Director of Human Resources and Risk Management Director when the Director is absent or not available.

Essential Job Functions

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job. Regular and consistent attendance for the assigned work schedule is essential.

1. Provides oversight for recruiting and retention, and the City's safety and loss prevention programs; administer and track performance for HR and Safety strategic action plans; manage HR/Safety dashboard.
2. Facilitates conducting employee surveys in partnership with vendors.
3. Serves as office manager for the department – purchase orders, preparing check requests, ordering supplies, service and retiree awards, equipment maintenance, employment compliance posters/materials, and first aid kit replenishment, in compliance with City policies, state and federal laws. Ensure compliance posters are in a location visible to employees, prepare communications and secure employee acknowledgements.
4. Supervises onboarding, benefits enrollment, orientation and provide support to City departments. Ensures compliance with policies related to recruitment, hiring, and promotional processes.
5. Administers and enforces all City policies and procedures; serves as employee and supervisor policy advisor.
6. Oversees employee benefits to ensure employees are properly educated, enrolled, and appropriate payroll deductions are executed as needed.
7. Administers, tracks on time, and ensures compliance with State and Federal employment laws, including but not limited to, FLSA, FMLA, COBRA, City Drug and Alcohol programs, and ADA programs and regulations.
8. Administrator for City's learning management system; assigns compliance training to city employees at least twice annually (seasonal and regular).
9. Manages responses to unemployment claims; represents the department during unemployment claims appeal hearings.
10. Conducts exit interviews; identify and report trends/issues to Director.
11. Develops and submits quarterly and annual State and Federal reports for safety and workers compensation. Assists Director with annual general liability insurance renewals.

12. Investigates disciplinary matters and advises supervisors and employees on policies. Meets with employees and supervisors to resolve employee concerns timely, fairly and consistently. Provides recommendation and documentation to Director for determination.
13. Administers City's safety loss prevention and control initiatives, policies and compliance training; chairs City safety committee meetings, develops safety policies; work with TPA and department managers to conduct safety audits of City departments, equipment, vehicles, tools and operations; creates workplace safety and loss prevention plan.
14. Provides timely communication with employees and/or the public about claims process and status. Prepare and close claims file documentation and notarize claims agreement; provide legal department with claims documents; process claims payments or coordinate with insurance broker.
15. Works with department managers to assure all areas of the operation are free from hazardous and unsafe to conditions for employees and citizens, and to identify and quickly address/remove safety hazards.
16. Works with City departments and legal counsel to conduct accident investigations and develop corrective action plans; file and manage workers compensation and general liability claims with Third Party Administrator (TPA).
17. Works with state and federal agencies, and community colleagues to deliver and or develop training that assist departments with maintaining safety practices while on duty.
18. Keep Director, department heads and supervisors regularly informed of safety issues and progress towards solutions. Prepare quarterly safety report for presentation to Management Team.
19. Coordinate with the City's Emergency Manager to review and update emergency action plans, and train employees through drills, videos, or other appropriate emergency education.
20. Prepare plans that outline operating procedures to be used in response to disasters or emergencies.
21. Ensures confidentiality and manages records storage and retention per federal and state laws.
22. Coaches and develops direct reports by providing regular feedback regarding employee performance. Provides timely and constructive feedback through the formal evaluation process.
23. Assists with developing and revising job descriptions, per City policy.
24. Facilitates City's performance evaluation process and department notifications; preparing analysis report of evaluation scores and partnering with departments to assist employees assigned to performance improvement plans.
25. Assists Director with budget planning and oversight; reviews and recommends budget expenditures for department in compliance with the City's purchasing policies and procedures.
26. Contributes effectively to the Human Resources and Risk Management Department, communicates effectively with co-workers, both within Human Resources as well as outside the department. Maintains satisfactory attendance to ensure duties are performed without negatively impacting co-workers or delivery of service to the public.

Other Duties

- Attends and participates effectively at departmental staff meetings.
- Maintains the confidentiality of files, records, reports as required by law, City policy, and procedures.
- Professional communications with employees and the public.
- Represent the organization at community meetings and conferences.
- Performs other duties as assigned.

Minimum Qualifications

Knowledge of: Public sector personnel administration principles and practices including the principles of classification, compensation, benefits, employment, employee relations, safety, loss prevention and risk management; Federal and State employment laws, policies, regulations, and guidelines; City of Joplin's employment, compensation, and benefits practices; City's Charter and Personnel Rules and Regulations; principles and practices of employee supervision; effective communication strategies and techniques for adult learners; computer software applications; Microsoft Office Suite.

Skill in: Establishing and maintaining effective working relationships with City employees/officials and the public; managing the day-to-day operations of a human resources office; administering safety programs; claims investigation and management; strong, positive verbal and written communications; understanding and interpreting complex laws, regulations, policies, procedures, and guidelines; coordinating/managing a variety of risk management functions; Microsoft Office Suite.

Education: Graduation from an accredited college or university with a Bachelor's degree in Human Resources Management, Safety Management, Public or Business Administration or related discipline.

Experience: Three years full-time professional experience in multiple program areas in Human Resources and Safety is required. Prior supervisory experience is preferred.

Licenses and Certifications: Possess and maintain a valid state issued driver's license. SHRM, ICMA, and/or Safety/Risk Management certification is preferred.

Physical Demands Requirements and Working Conditions

This is primarily an office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 20 pounds.

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset members of the public or their representatives while enforcing departmental policies and procedures.

Miscellaneous Requirements

Requires successful post-offer completion of a background investigation, physical exam and drug test as a condition of employment with the City of Joplin.

Revision Date: 06/20/2022	Type of Change: Reclassify Duties/Title Change
Revision details: Job reclassification from Assistant Director of Human Resources/Safety Manager. Update required duties in safety/risk/emergency management.	

COUNCIL BILL NO. 2022-606 ORDINANCE NO.

AN ORDINANCE approving the reorganization of the Human Resources Department.

WHEREAS, the City of Joplin desires to reorganize the Human Resources Department.

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

Section 1. That a Human Resources Assistant position will be reclassified to a Human Resources Specialist position as shown in Exhibit "A" attached hereto within the Salary Administration Plan of the City of Joplin.

Section 2. That the Assistant Human Resources Director position will be changed to a Human Resources-Safety Manager position at the same salary range within the Salary Administration Plan of the City of Joplin.

Section 3. That the City Manager of the City of Joplin, Missouri, is hereby authorized to make the position changes 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 _____, 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JUNE 21, 2022
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$10.594	$10.806	$11.022	$11.242	$11.467	$11.697	$11.931	$12.169	$12.413	$12.661	$12.914	$13.172	$13.436	$13.704	$13.979	$14.258	$14.543	$14.834	$15.131	$15.433		
		$22,036	$22,476	$22,926	$23,383	$23,851	$24,330	$24,816	$25,312	$25,819	$26,335	$26,861	$27,398	$27,947	$28,504	$29,076	$29,657	$30,249	$30,855	$31,472	$32,101		
110	Custodian	$11.678	$11.912	$12.150	$12.393	$12.641	$12.893	$13.151	$13.414	$13.683	$13.956	$14.235	$14.520	$14.811	$15.107	$15.409	$15.717	$16.031	$16.352	$16.679	$17.013		
	Laborer I	$24,290	$24,777	$25,272	$25,777	$26,293	$26,817	$27,354	$27,901	$28,461	$29,028	$29,609	$30,202	$30,807	$31,423	$32,051	$32,691	$33,344	$34,012	$34,692	$35,387		
	Facilities Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$12.263	$12.508	$12.758	$13.014	$13.274	$13.539	$13.810	$14.086	$14.368	$14.655	$14.949	$15.247	$15.552	$15.863	$16.181	$16.504	$16.834	$17.171	$17.515	$17.865		
	Court Assistant I	$25,507	$26,017	$26,537	$27,069	$27,610	$28,161	$28,725	$29,299	$29,885	$30,482	$31,094	$31,714	$32,348	$32,995	$33,656	$34,328	$35,015	$35,716	$36,431	$37,159		
	Transit Dispatcher																						
	Transit Driver I																						
130	Administrative Assistant	$12.875	$13.133	$13.395	$13.663	$13.936	$14.215	$14.499	$14.789	$15.085	$15.387	$15.695	$16.008	$16.329	$16.655	$16.988	$17.328	$17.675	$18.028	$18.389	$18.756		
	Automotive Service Worker	$26,780	$27,317	$27,862	$28,419	$28,987	$29,567	$30,158	$30,761	$31,377	$32,005	$32,646	$33,297	$33,964	$34,642	$35,335	$36,042	$36,764	$37,498	$38,249	$39,012		
	Breastfeeding Peer Counselor Coordinator																						
	Laborer II																						
	Recreation Leader																						
	Tourism Assistant																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Court Compliance Officer I	$13.518	$13.788	$14.064	$14.345	$14.632	$14.925	$15.223	$15.528	$15.838	$16.155	$16.478	$16.808	$17.144	$17.487	$17.837	$18.193	$18.557	$18.928	$19.307	$19.693		
	Detention Officer	$28,117	$28,679	$29,253	$29,838	$30,435	$31,044	$31,664	$32,298	$32,943	$33,602	$34,274	$34,961	$35,660	$36,373	$37,101	$37,841	$38,599	$39,370	$40,159	$40,961		
	Engineering Assistant																						
	Equipment Operator																						
	Parks Caretaker																						
	Police Services Assistant																						
	Transit Driver III																						
	Utility Locator																						
150	Animal Control Officer	$14.195	$14.479	$14.768	$15.064	$15.365	$15.672	$15.986	$16.306	$16.632	$16.964	$17.304	$17.650	$18.003	$18.363	$18.730	$19.105	$19.487	$19.876	$20.274	$20.679		
	Court Assistant II	$29,526	$30,116	$30,717	$31,333	$31,959	$32,598	$33,251	$33,916	$34,595	$35,285	$35,992	$36,712	$37,446	$38,195	$38,958	$39,738	$40,533	$41,342	$42,170	$43,012		
	CVB Marketing Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$15.650	$15.963	$16.282	$16.608	$16.940	$17.279	$17.624	$17.977	$18.336	$18.703	$19.077	$19.459	$19.848	$20.245	$20.650	$21.063	$21.484	$21.914	$22.352	$22.799		
	Automotive Technician I	$32,552	$33,203	$33,867	$34,545	$35,235	$35,940	$36,658	$37,392	$38,139	$38,902	$39,680	$40,475	$41,284	$42,110	$42,952	$43,811	$44,687	$45,581	$46,492	$47,422		
	Court Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
170	Assistant City Clerk	$16.434	$16.763	$17.098	$17.440	$17.789	$18.144	$18.507	$18.878	$19.255	$19.640	$20.033	$20.434	$20.842	$21.259	$21.684	$22.118	$22.560	$23.012	$23.472	$23.941		
	Case Investigator/Contact Tracer	$34,183	$34,867	$35,564	$36,275	$37,001	$37,740	$38,495	$39,266	$40,050	$40,851	$41,669	$42,503	$43,351	$44,219	$45,103	$46,005	$46,925	$47,865	$48,822	$49,797		
	Chief Wastewater Plant Operator																						
	Crime Analyst/Accreditation Coordinator																						
	Engineering Technician																						
	Executive Assistant/Secretary to City Manager																						
	Jail Shift Supervisor																						
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Airport Operations Supervisor	$17.254	$17.599	$17.951	$18.310	$18.676	$19.050	$19.431	$19.819	$20.216	$20.620	$21.033	$21.453	$21.882	$22.320	$22.766	$23.222	$23.686	$24.160	$24.643	$25.136		
	Automotive Technician II	$35,888	$36,606	$37,338	$38,085	$38,846	$39,624	$40,416	$41,224	$42,049	$42,890	$43,749	$44,622	$45,515	$46,426	$47,353	$48,302	$49,267	$50,253	$51,257	$52,283		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$18.117	$18.479	$18.849	$19.226	$19.610	$20.003	$20.403	$20.811	$21.227	$21.651	$22.085	$22.526	$22.977	$23.436	$23.905	$24.383	$24.871	$25.368	$25.876	$26.393		
	Construction Inspector	$37,683	$38,436	$39,206	$39,990	$40,789	$41,606	$42,438	$43,287	$44,152	$45,034	$45,937	$46,854	$47,792	$48,747	$49,722	$50,717	$51,732	$52,765	$53,822	$54,897		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator	$19.022	$19.402	$19.790	$20.186	$20.590	$21.002	$21.422	$21.850	$22.287	$22.733	$23.188	$23.651	$24.124	$24.607	$25.099	$25.601	$26.113	$26.635	$27.168	$27.711		
	Data Manager	$39,566	$40,356	$41,163	$41,987	$42,827	$43,684	$44,558	$45,448	$46,357	$47,285	$48,231	$49,194	$50,178	$51,183	$52,206	$53,250	$54,315	$55,401	$56,509	$57,639		
	Golf Course Maintenance Supervisor (E)																						
	Lead Case Investigator/Contact Tracer																						
	Nutritionist II																						
	Planner																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$19.973	$20.372	$20.780	$21.196	$21.619	$22.052	$22.493	$22.943	$23.402	$23.870	$24.347	$24.834	$25.331	$25.837	$26.354	$26.881	$27.419	$27.967	$28.526	$29.097		
	Building Maintenance Supervisor (E)	$41,544	$42,374	$43,222	$44,088	$44,968	$45,868	$46,785	$47,721	$48,676	$49,650	$50,642	$51,655	$52,688	$53,741	$54,816	$55,912	$57,032	$58,171	$59,334	$60,522		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor																						
	Public Safety Communications Manager (E)																						
300	Fleet Maintenance Supervisor (E)	$20.972	$21.391	$21.819	$22.256	$22.701	$23.155	$23.618	$24.090	$24.572	$25.063	$25.565	$26.076	$26.598	$27.130	$27.672	$28.226	$28.790	$29.366	$29.953	$30.552	$31.163	$31.787
	Golf Course Professional (E)	$43,622	$44,493	$45,384	$46,292	$47,218	$48,162	$49,125	$50,107	$51,110	$52,131	$53,175	$54,238	$55,324	$56,430	$57,558	$58,710	$59,883	$61,081	$62,302	$63,548	$64,819	$66,117
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Accountant (E)	$22.021	$22.461	$22.911	$23.369	$23.836	$24.313	$24.799	$25.295	$25.801	$26.317	$26.843	$27.380	$27.928	$28.487	$29.056	$29.637	$30.230	$30.835	$31.451	$32.080	$32.722	$33.376
	Assistant Wastewater Plant Superintendent (E)	$45,804	$46,719	$47,655	$48,608	$49,579	$50,571	$51,582	$52,614	$53,666	$54,739	$55,833	$56,950	$58,090	$59,253	$60,436	$61,645	$62,878	$64,137	$65,418	$66,726	$68,062	$69,422
	Communications Technician Manager																						
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	Athletic Facilites Superintendent (E)	$23.122	$23.584	$24.056	$24.537	$25.028	$25.529	$26.039	$26.560	$27.091	$27.633	$28.186	$28.749	$29.324	$29.911	$30.509	$31.119	$31.742	$32.376	$33.024	$33.684	$34.358	$35.045
	Capital Improvement Project Manager (E)	$48,094	$49,055	$50,036	$51,037	$52,058	$53,100	$54,161	$55,245	$56,349	$57,477	$58,627	$59,798	$60,994	$62,215	$63,459	$64,728	$66,023	$67,342	$68,690	$70,063	$71,465	$72,894
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Human Resources-Safety Manager €																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$24.279	$24.765	$25.260	$25.765	$26.280	$26.806	$27.342	$27.889	$28.447	$29.016	$29.596	$30.188	$30.792	$31.407	$32.036	$32.676	$33.330	$33.996	$34.676	$35.370	$36.077	$36.799
	Assistant City Prosecutor (E)	$50,500	$51,511	$52,541	$53,591	$54,662	$55,756	$56,871	$58,009	$59,170	$60,353	$61,560	$62,791	$64,047	$65,327	$66,635	$67,966	$69,326	$70,712	$72,126	$73,570	$75,040	$76,542
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager	$25.493	$26.003	$26.523	$27.053	$27.594	$28.146	$28.709	$29.283	$29.869	$30.466	$31.076	$31.697	$32.331	$32.978	$33.637	$34.310	$34.996	$35.696	$36.410	$37.138	$37.881	$38.639
	Chief Building Official (E)	$53,025	$54,086	$55,168	$56,270	$57,396	$58,544	$59,715	$60,909	$62,128	$63,369	$64,638	$65,930	$67,248	$68,594	$69,965	$71,365	$72,792	$74,248	$75,733	$77,247	$78,792	$80,369
	City Prosecutor (E)																						
	Infrastructure Superintendent (E)																						
	Network Administrator																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	Assistant City Attorney (E)	$26.767	$27.302	$27.848	$28.405	$28.973	$29.553	$30.144	$30.747	$31.362	$31.989	$32.629	$33.281	$33.947	$34.626	$35.318	$36.025	$36.745	$37.480	$38.230	$38.994	$39.774	$40.570
	Assistant Director of Health (E)	$55,675	$56,788	$57,924	$59,082	$60,264	$61,470	$62,700	$63,954	$65,233	$66,537	$67,868	$69,224	$70,610	$72,022	$73,461	$74,932	$76,430	$77,958	$79,518	$81,108	$82,730	$84,386
	Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	Assistant Director of Public Works/Operations (E)	$28.106	$28.668	$29.241	$29.826	$30.423	$31.031	$31.652	$32.285	$32.931	$33.589	$34.261	$34.946	$35.645	$36.358	$37.085	$37.827	$38.584	$39.355	$40.142	$40.945	$41.764	$42.599
	Assistant Finance Director (E)	$58,460	$59,629	$60,821	$62,038	$63,280	$64,544	$65,836	$67,153	$68,496	$69,865	$71,263	$72,688	$74,142	$75,625	$77,137	$78,680	$80,255	$81,858	$83,495	$85,166	$86,869	$88,606
370	* Human Resources Director/Risk Mgmt (E)	$32.534	$33.185	$33.848	$34.525	$35.216	$35.920	$36.639	$37.371	$38.119	$38.881	$39.659	$40.452	$41.261	$42.086	$42.928	$43.786	$44.662	$45.555	$46.467	$47.396	$48.344	$49.311
		$67,671	$69,025	$70,404	$71,812	$73,249	$74,714	$76,209	$77,732	$79,288	$80,872	$82,491	$84,140	$85,823	$87,539	$89,290	$91,075	$92,897	$94,754	$96,651	$98,584	$100,556	$102,567
380	Assistant Director of Public Works/Engineering (E)	$34.163	$34.846	$35.543	$36.254	$36.979	$37.719	$38.473	$39.243	$40.027	$40.828	$41.645	$42.477	$43.327	$44.193	$45.077	$45.979	$46.898	$47.836	$48.793	$49.769	$50.764	$51.780
	* Community Health Director (E)	$71,059	$72,480	$73,929	$75,408	$76,916	$78,456	$80,024	$81,625	$83,256	$84,922	$86,622	$88,352	$90,120	$91,921	$93,760	$95,636	$97,548	$99,499	$101,489	$103,520	$105,589	$107,702
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$35.870	$36.587	$37.319	$38.066	$38.827	$39.603	$40.395	$41.203	$42.027	$42.868	$43.725	$44.600	$45.492	$46.402	$47.330	$48.276	$49.242	$50.227	$51.231	$52.256	$53.301	$54.367
	* Finance Director (E)	$74,610	$76,101	$77,624	$79,177	$80,760	$82,374	$84,022	$85,702	$87,416	$89,165	$90,948	$92,768	$94,623	$96,516	$98,446	$100,414	$102,423	$104,472	$106,560	$108,692	$110,866	$113,083
410	* Assistant City Manager (E)	$39.546	$40.337	$41.144	$41.967	$42.806	$43.662	$44.535	$45.426	$46.334	$47.261	$48.206	$49.170	$50.154	$51.157	$52.180	$53.224	$54.288	$55.374	$56.481	$57.611	$58.763	$59.939
	* Public Works Director (E)	$82,256	$83,901	$85,580	$87,291	$89,036	$90,817	$92,633	$94,486	$96,375	$98,303	$100,268	$102,274	$104,320	$106,407	$108,534	$110,706	$112,919	$115,178	$117,480	$119,831	$122,227	$124,673
162	Firefighter Trainee	$11.1508	$11.4275	$11.7043	$11.9815	$12.2579	$12.5350	$12.8120	$13.0886	$13.3657	$13.6425	$13.9193	$14.1961	$14.4732	$14.7497	$15.0268	$15.3036	$15.5804	$15.8575	$16.1339	$16.4111		
		$32,471	$33,277	$34,083	$34,890	$35,695	$36,502	$37,309	$38,114	$38,921	$39,727	$40,533	$41,339	$42,146	$42,951	$43,758	$44,564	$45,370	$46,177	$46,982	$47,789		
172	Firefighter/EMT	$11.7370	$12.0292	$12.3201	$12.6113	$12.9030	$13.1947	$13.4852	$13.7777	$14.0687	$14.3600	$14.6517	$14.9430	$15.2350	$15.5260	$15.8170	$16.1090	$16.4002	$16.6910	$16.9833	$17.2742		
		$34,178	$35,029	$35,876	$36,724	$37,574	$38,423	$39,269	$40,121	$40,968	$41,816	$42,666	$43,514	$44,364	$45,212	$46,059	$46,909	$47,757	$48,604	$49,455	$50,302		
192	Fire Driver/Engineer	$13.0669	$13.3798	$13.6928	$14.0050	$14.3183	$14.6312	$14.9440	$15.2565	$15.5697	$15.8826	$16.1950	$16.5080	$16.8207	$17.1338	$17.4464	$17.7582	$18.0711	$18.3840	$18.6970	$19.0096		
		$38,051	$38,962	$39,873	$40,783	$41,695	$42,606	$43,517	$44,427	$45,339	$46,250	$47,160	$48,071	$48,982	$49,894	$50,804	$51,712	$52,623	$53,534	$54,446	$55,356		
312	Fire Captain	$15.7941	$16.1711	$16.5484	$16.9258	$17.3025	$17.6790	$18.0557	$18.4331	$18.8100	$19.1860	$19.5635	$19.9402	$20.3177	$20.6947	$21.0708	$21.4478	$21.8251	$22.2024	$22.5782	$22.9555	$23.3324	$23.7097
		$45,993	$47,090	$48,189	$49,288	$50,385	$51,481	$52,578	$53,677	$54,775	$55,870	$56,969	$58,066	$59,165	$60,263	$61,358	$62,456	$63,555	$64,653	$65,748	$66,846	$67,944	$69,043
342	Battalion Chief	$26.647	$27.209	$27.769	$28.330	$28.890	$29.452	$30.012	$30.573	$31.134	$31.695	$32.255	$32.817	$33.377	$33.938	$34.499	$35.060	$35.620	$36.182	$36.741	$37.303	$37.863	$38.425
	Fire Marshal	$55,426	$56,595	$57,760	$58,926	$60,091	$61,260	$62,425	$63,592	$64,759	$65,926	$67,090	$68,259	$69,424	$70,591	$71,758	$72,925	$74,090	$75,259	$76,421	$77,590	$78,755	$79,924
	Fire Training Chief																						
		$19.0333	$19.4348	$19.8348	$20.2356	$20.6360	$21.0370	$21.4368	$21.8383	$22.2383	$22.6391	$23.0395	$23.4406	$23.8403	$24.2418	$24.6418	$25.0426	$25.4427	$25.8441	$26.2438	$26.6453	$27.0453	$27.4461
		$55,425	$56,594	$57,759	$58,926	$60,092	$61,260	$62,424	$63,593	$64,758	$65,925	$67,091	$68,259	$69,423	$70,592	$71,757	$72,924	$74,089	$75,258	$76,422	$77,591	$78,756	$79,923
362	Deputy Fire Chief (E)	$30.429	$31.027	$31.624	$32.222	$32.819	$33.416	$34.013	$34.611	$35.208	$35.805	$36.403	$37.000	$37.596	$38.193	$38.791	$39.388	$39.986	$40.583	$41.180	$41.777	$42.375	$42.972
		$63,292	$64,536	$65,778	$67,022	$68,264	$69,505	$70,747	$71,991	$73,233	$74,474	$75,718	$76,960	$78,200	$79,441	$80,685	$81,927	$83,171	$84,413	$85,654	$86,896	$88,140	$89,382
402	* Fire Chief (E)	$38.162	$39.048	$39.934	$40.821	$41.707	$42.593	$43.479	$44.365	$45.251	$46.137	$47.024	$47.910	$48.796	$49.682	$50.567	$51.453	$52.339	$53.226	$54.112	$54.998	$55.885	$56.771
		$79,377	$81,220	$83,063	$84,908	$86,751	$88,593	$90,436	$92,279	$94,122	$95,965	$97,810	$99,653	$101,496	$103,339	$105,179	$107,022	$108,865	$110,710	$112,553	$114,396	$116,241	$118,084
166	Airport Police Officer	$15.442	$15.844	$16.245	$16.647	$17.047	$17.449	$17.850	$18.251	$18.653	$19.054	$19.455	$19.856	$20.258	$20.659	$21.060	$21.462	$21.863	$22.264	$22.666	$23.067		
	Police Officer Trainee	$32,119	$32,956	$33,790	$34,626	$35,458	$36,294	$37,128	$37,962	$38,798	$39,632	$40,466	$41,300	$42,137	$42,971	$43,805	$44,641	$45,475	$46,309	$47,145	$47,979		
196	Police Officer	$18.168	$18.640	$19.112	$19.584	$20.056	$20.528	$21.000	$21.472	$21.944	$22.417	$22.889	$23.361	$23.833	$24.305	$24.777	$25.249	$25.721	$26.192	$26.666	$27.138		
		$37,789	$38,771	$39,753	$40,735	$41,716	$42,698	$43,680	$44,662	$45,644	$46,627	$47,609	$48,591	$49,573	$50,554	$51,536	$52,518	$53,500	$54,479	$55,465	$56,447		
206	Police Corporal	$19.575	$20.066	$20.555	$21.045	$21.535	$22.024	$22.514	$23.004	$23.494	$23.983	$24.474	$24.963	$25.453	$25.943	$26.433	$26.922	$27.412	$27.902	$28.391	$28.881		
		$40,716	$41,737	$42,754	$43,774	$44,793	$45,810	$46,829	$47,848	$48,868	$49,885	$50,906	$51,923	$52,942	$53,961	$54,981	$55,998	$57,017	$58,036	$59,053	$60,072		
316	Police Sergeant	$22.021	$22.553	$23.085	$23.617	$24.149	$24.681	$25.213	$25.745	$26.277	$26.810	$27.342	$27.874	$28.406	$28.937	$29.469	$30.001	$30.533	$31.065	$31.597	$32.129	$32.661	$33.193
		$45,804	$46,910	$48,017	$49,123	$50,230	$51,336	$52,443	$53,550	$54,656	$55,765	$56,871	$57,978	$59,084	$60,189	$61,296	$62,402	$63,509	$64,615	$65,722	$66,828	$67,935	$69,041
346	Police Captain (E)	$28.526	$29.189	$29.853	$30.517	$31.180	$31.843	$32.507	$33.171	$33.835	$34.497	$35.161	$35.825	$36.489	$37.153	$37.815	$38.479	$39.143	$39.807	$40.469	$41.133	$41.797	$42.461
		$59,334	$60,713	$62,094	$63,475	$64,854	$66,233	$67,615	$68,996	$70,377	$71,754	$73,135	$74,516	$75,897	$77,278	$78,655	$80,036	$81,417	$82,799	$84,176	$85,557	$86,938	$88,319
366	Assistant Police Chief (E)	$29.284	$30.003	$30.722	$31.440	$32.159	$32.878	$33.596	$34.316	$35.034	$35.752	$36.472	$37.190	$37.908	$38.627	$39.346	$40.064	$40.783	$41.502	$42.220	$42.940	$43.658	$44.376
		$60,911	$62,406	$63,902	$65,395	$66,891	$68,386	$69,880	$71,377	$72,871	$74,364	$75,862	$77,355	$78,849	$80,344	$81,840	$83,333	$84,829	$86,324	$87,818	$89,315	$90,809	$92,302
406	* Police Chief (E)	$37.665	$38.574	$39.484	$40.394	$41.305	$42.213	$43.124	$44.034	$44.943	$45.853	$46.763	$47.672	$48.583	$49.492	$50.401	$51.312	$52.222	$53.131	$54.041	$54.951	$55.860	$56.771
		$78,343	$80,234	$82,127	$84,020	$85,914	$87,803	$89,698	$91,591	$93,481	$95,374	$97,267	$99,158	$101,053	$102,943	$104,834	$106,729	$108,622	$110,512	$112,405	$114,298	$116,189	$118,084