JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 6, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 PM
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia
In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 43

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

2. **Roll Call**

3. **Presentations**

   1. Recognition Of Service For Out-Going Mayor Gary Shaw.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Introduction Of Dr. Dean Van Galen, President Of Missouri Southern State University

   2. Chris Tucker Would Like To Voice A Complaint On The Joplin City Prosecutor.

   3. Joanna Lee Would Like To Speak On JHAP Policy And Procedure For Special Consideration Regarding A Change In Life Circumstance.

   4. Maurice Filson Would Like So Speak On The Mask Ordinance And If The Gyms And Pools Are Considered A Fitness Necessity.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2020-265
      AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 400′ West and 650′ North of the West end of public right-of-way on W. 32nd St., Joplin, Jasper County, Missouri.

      Documents:

      CB 2020-265 MINUTES.PDF
      CB 2020-265 STAFF REPORT.PDF
      CB 2020-265 SUMMARY.PDF
      CB 2020-265.PDF

8. **Consent Agenda**

    1. June 15, 2020 City Council Meeting Minutes

        Documents:

        JUNE 15, 2020.PDF

    2. June 24, 2020 Special City Council Meeting Minutes

        Documents:

        MINUTES.SP. MTG.JUNE 24.PDF

9. **Resolutions**

    1. RESOLUTION NO. 2020-010
    A RESOLUTION declaring intent to participate in natural hazard mitigation to work toward becoming a safer community.

        Documents:

        SUMMARY_RESOLUTION 2020-010 HAZARD MITIGATION PLAN_7-6-2020 MTG_STAMMER.PDF
        RESOLUTION 2020-010_7-6-2020 COUNCIL MTG RE JASPER-NEWTON BI-COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN.PDF

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2020 – 358
    AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 123 S. Ozark Ave. in the City of Joplin, Missouri, for Two Thousand Eight Hundred Forty-nine and 00/100 Dollars ($ 2,849.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

        Documents:

        CB 2020-358 BID.PDF
        CB 2020-358 PICTURES.PDF
        CB 2020-358 SUMMARY.PDF
        CB 2020-358.PDF

    2. COUNCIL BILL NO. 2020 – 359
    AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 211 S. Galena Ave. in the City of Joplin, Missouri, for Two Thousand Six Hundred Forty-nine and 00/100 Dollars ($ 2,649.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

        Documents:

        CB 2020-359 BID.PDF
        CB 2020-359 PICTURES.PDF
        CB 2020-359 SUMMARY.PDF

CB 2020-359.PDF

3. COUNCIL BILL NO. 2020 – 360
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1218 S. Kentucky Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Fifty and 00/100 Dollars ($ 3,750.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-360 BIDS.PDF
CB 2020-360 PICTURES.PDF
CB 2020-360 SUMMARY.PDF
CB 2020-360.PDF

4. COUNCIL BILL NO. 2020-450
AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2020-450 SUMMARY SHEET.PDF
CB2020-450-COUNCIL BILL.PDF
CB2020-450 SUPPLEMENTAL ITEM CONTRACT.PDF

5. COUNCIL BILL NO. 2020-508
AN ORDINANCE approving a Contract by and between the City of Joplin and MetLife to provide disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-508 SUMMARY DISABILITY INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-508 DISABILITY INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-508 EXHIBIT A METLIFE CONTRACT LTD.PDF

6. COUNCIL BILL NO. 2020-509
AN ORDINANCE approving a Contract by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-509 SUMMARY DENTAL INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-509 DENTAL INSURANCE CONTRACT AGREEMENT.PDF

CB 2020-509 EXHIBIT A DELTA DENTAL CONTRACT.PDF

7. COUNCIL BILL NO. 2020-510
AN ORDINANCE approving a Contract by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-510 SUMMARY LIFE INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-510 LIFE INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-510 EXHIBIT A LIFE INSURANCE CONTRACT.PDF

8. COUNCIL BILL NO. 2020-511
AN ORDINANCE approving a Contract by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-511 SUMMARY VISION INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-511 VISION INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-511 EXHIBIT A VISION INSURANCE CONTRACT.PDF

9. COUNCIL BILL NO. 2020-512
AN ORDINANCE approving a Contract by and between the City of Joplin and UMR to provide health insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-512 SUMMARY HEALTH INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-512 HEALTH INSURANCE CONTRACT AGREEMENT.PDF
CB 2020-512 EXHIBIT A UMR CONTRACT.PDF

10. COUNCIL BILL NO. 2020-513
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

Documents:

CB 2020-513 SUMMARY BUDGET AMENDMENT.PDF
CB 2020-513 BUDGET AMENDMENT ORDINANCE.PDF
CB 2020-513 SCHEDULE A BUDGET AMENDMENT.PDF

11. COUNCIL BILL NO. 2020-514
AN ORDINANCE approving the placement of the positions within the Salary Administration Plan for the City of Joplin; and containing an emergency

clause.

Documents:

CB 2020-514 SUMMARY SALARY ADMINISTRATION REVISIONS.PDF
SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE JULY 6 2020.PDF
CB2020-514 ORDINANCE NEW POSITION ADDITIONS TO SALARY ADMINISTRATION PLAN.PDF

12. COUNCIL BILL NO. 2020-515
AN ORDINANCE approving a Contract by and between the City of Joplin and Waters Edge to complete a study of Ewert Pool; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-515 SUMMARY EWERT POOL STUDY CONTRACT AGREEMENT.PDF
CB 2020-515 EWERT POOL STUDY CONTRACT AGREEMENT.PDF
CB 2020-515 EXHIBIT A EWERT POOL STUDY AGREEMENT.PDF
WATERS EDGE EWERT POOL BID RESPONSE.PDF
EWERT POOL SCORES AND COMMENTS.PDF
EWERT POOL STUDY RFP 2020.PDF

13. COUNCIL BILL NO. 2020-516
AN ORDINANCE approving a Contract by and between the City of Joplin and SFS Architecture to complete a study of Memorial Hall; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2020-516 SUMMARY MEMORIAL HALL STUDY CONTRACT AGREEMENT.PDF
CB 2020-516 MEMORIAL HALL STUDY CONTRACT AGREEMENT.PDF
CB 2020-516 EXHIBIT A MEMORIAL HALL STUDY AGREEMENT.PDF
SFS MEMORIAL HALL STUDY BID RESPONSE.PDF
MEMORIAL HALL SCORES AND COMMENTS.PDF
MEMORIAL HALL STUDY RFP 2020.PDF

## 11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-140
AN ORDINANCE approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 4th and School Stormwater Project (TS0612) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

MNA OCCUPANCY AGREEMENT GS.PDF
4TH AND SCHOOL OCCUPANCY AGREEMENT MAP.PDF
MNAR17013870 - OCCUPANCY - CITY OF JOPLIN 1.28.2020.PDF

MNA OCCUPANCY AGREEMENT CB.PDF

2. COUNCIL BILL NO. 2020-266
   AN ORDINANCE establishing grades and accepting the Plat of QuikTrip No. 7061 Subdivision located at 6601 E. 32nd St. in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB 2020-266 MINUTES.PDF
   CB 2020-266 STAFF REPORT.PDF
   CB 2020-266 SUMMARY.PDF
   CB 2020-266.PDF

3. COUNCIL BILL NO. 2020-267
   AN ORDINANCE establishing grades and accepting the Plat of Eagles Edge Subdivision located at approximately 400′ West and 650′ North of the West end of public right-of-way on W. 32nd St., in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB 2020-267 MINUTES.PDF
   CB 2020-267 STAFF REPORT.PDF
   CB 2020-267 SUMMARY.PDF
   CB 2020-267.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Police Department Engagement And Accountability Process

    2. Discussion Of The COVID 19 Response And Recovery Plan

    3. News From Public Information Officer Lynn Onstot

    4. 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; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2019. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

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

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

meeting.

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

**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.

**CB 2020-265**

Case 024-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

Rick Nichols, Anderson Engineering, 1934 E. Moniteau, Joplin, MO. Representing the Ledford's and speaking on behalf of Eagles Edge. This is the section for annexation is the first phase of the Eagles Edge.

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

**MR. MCCULLOUGH MOVED, SECONDED BY MR. KIMBLE, CASE 024-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT).**

Z&P Meeting: June 8, 2020
City Council Meeting: July 6, 2020

# STAFF PLANNING REPORT
## Voluntary Annexation

**CASE 024-20** A request to voluntarily annex property into the City of Joplin

**LOCATION** Approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St.

**APPLICANT** Ledford Construction & Development

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### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| N/A (Jasper County, MO) | Vacant | Approximately 5.7 acres |

### DISCUSSION

Ledford Construction & Development is requesting to voluntarily annex one tract of approximately 5.7 acres of vacant land. The property is located within the Wildwood Ranch Development area, just west of the end of 32nd Street and end of Wildwood Ranch Pkwy. This first phase of the Eagles Edge Subdivision will contain 20 lots for single-family residential. Upon annexation, the zoning will default to R-1 Single-family residential, and no rezoning was required or requested by the applicant.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. This tract is already near city sewer and not within the 100-year floodplain. It is consistent with our future land use map, which indicates this area as future low-density residential.

City sewer, stormwater facilities, and street infrastructure will be completed by the developer. Additional private utilities will be extended as well. Easements will be dedicated to ensure future access to utilities.

*Staff recommends approval of Case 024-20.*

### ENCLOSURES

- Final plat
- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

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STATE OF MISSOURI )
) ss:
COUNTY OF JASPER )

HOLLY KRISTEN HUGHES
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 19644235
My Commission Expires Jan 30, 2023

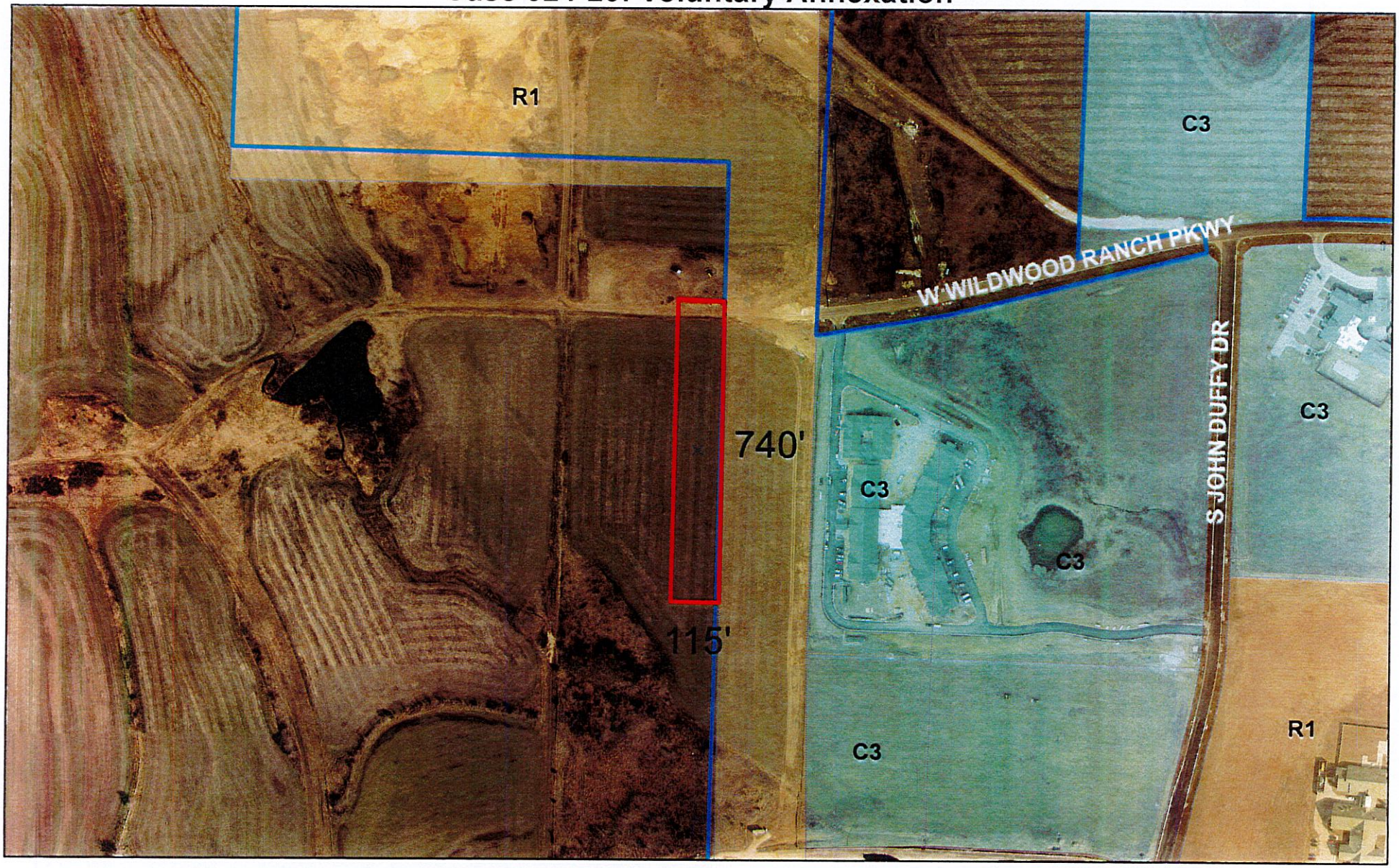
On this 7 day of February 20 20, before me appeared Lance Ledford, and James Ledford, to me known to be the members of Ledford Construction and Development ~~and the seal affixed to the foregoing instrument is the corporate seal of said corporation,~~ and that said instrument was singed and sealed on behalf of said ~~corporation~~ limited liability company by authority of its ~~Board of Directors~~ members of the consideration stated therein and no other, and said members limited liability company acknowledged said instrument to be the free act and deed of said ~~corporation~~, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: January 30, 2023.

Holly Kristen Hughes, Notary Public

# Case 024-20: Voluntary Annexation




A request to voluntarily annex property into the City of Joplin, located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

Joplin City Limits

0 170 340 680 1,020 1,360 Feet

N

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2020-265-Voluntary Annexation

**MEETING DATE:**
July 6, 2020

**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 024-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford.

**BACKGROUND:**
The property is located within the Wildwood Ranch Development area, just West of the end of 32nd Street and end of Wildwood Ranch Pkwy. This first phase of the Eagles Edge Subdivision will contain 20 lots for Single-Family residential. Upon annexation, the zoning will default to R-1 Single-family Residential.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Rick Nichols, Anderson Engineering, 1934 E. Manitou, Joplin, MO. Representing the Ledford's and speaking on behalf of Eagles Edge. This section for annexation is the first phase of the Eagles Edge.

**PUBLIC COMMENT;**
None.

**FUNDING SOURCE:**
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

**RECOMMENDATION:**
The Planning & Zoning Commission recommends approval (5 In Favor, 0 Nays, 1 Absent).
Staff recommends approval of Case 024-20.

**ATTACHMENTS:**
CB 2020-265, Staff Planning Report, P&Z Commission Minutes.

P & Z Case 024-20
James and Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-265 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St., Joplin, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001 as amended, a verified Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

Commencing at a found aluminum monument at the Southeast corner of said Section 13; thence North 88°40'30" West along the South line thereof, 2027.47 feet to a point on the East line of a tract of land described in Book 2501, Page 39 in the Recorder of Deeds Office in Jasper County, Missouri; thence North 0°00'00" East along the East line thereof, 220.09 feet to a found 1/2" iron bar at the Northeast corner of said tract of land; thence North 1°33'33" East, 675.44 feet to the point of beginning of the tract herein described; thence North 88°10'12" West, 199.70 feet; thence North 1°49'48" East, 11.27 feet; thence North 88°10'12" West, 142.00 feet; thence North 1°49'48" East, 651.92 feet; thence North 1°30'00" East, 65.00 feet; thence South 88°30'00" East, 146.60 feet; thence 195.86 feet on a curve to the left, having a radius of 1970.00 feet and a chord bearing North 88°39'06" East, 195.78 feet; thence South 1°49'48" West along the West line of a tract of land described in Book 2398, Page 218, 739.89 feet to

the point of beginning. Contains 5.70 acres, more or less, subject to any existing easements, more generally described as being located approximately 200' Southwest of the end of public right-of-way of W. Wildwood Ranch Pkwy.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 9th day of August 2020.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**JOPLIN CITY COUNCIL**
**JUNE 15, 2020**
**MEETING MINUTES**

## CALL TO ORDER

The June 15, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

**INVOCATION** was read by City Clerk Barbara Gollhofer.

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

## ROLL CALL

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

## PRESENTATIONS

Mayor Stanley and Mayor Pro Tem Cortez presented a Diversity and Inclusion Proclamation to Sergio Rizo, Co-Chair for the Joplin Chamber's Diversity and Inclusivity (D&I) Workgroup.

Toby Teeter, Joplin Chamber of Commerce President presented a Joplin Area Economic Update, which included the list of business attraction and expansion projects; business retention and COVID response efforts; and JIDA/Crossroads Industrial Park updates.

## FINALIZATION OF CONSENT AGENDA

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

## REPORTS AND COMMUNICATIONS

Motion by Mr. Shaw, second by Dr. Reid Adams to move the FY 2019 Year in Review and FY 2020 Financial Projections from Reports and Communications to New Business. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

<u>Semi-annual Report -Capital Improvement and Public Safety Sales Tax Oversight Committee</u>

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, as well as the progress towards completion of the voter-approved projects funded by these taxes. In addition, the Oversight Committee is required to make a written, public report to the Council twice each year. Ryan Jackson, outgoing Chairman of the Capital Improvement and Public Safety Sales Tax Oversight Committee, presented the semi-annual oversight report.

Committee Observations: As of the Oversight Committee's last meeting on May 20, 2020, 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 below the projected level for the 2020 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 2020 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. All operational items have been completed except the staffing for the remaining Eastside fire station and the remaining streetlights.

The council members thanked Mr. Jackson for the report and his service of six years on the committee.

**CITIZEN REQUESTS AND PETITIONS**

Ronald Brewer, 308 Foxfire Court, requested to address Council to speak on Covid-19; however, he was unable to attend the meeting. Gary Shaw stated Mr. Brewer is his neighbor and Mr. Brewer asked Mr. Shaw to relay his comments at the meeting. Mr. Shaw stated that Mr. Brewer asked if the city can share more information on the COVID-19 testing results and statistics. Assistant Health Director Ryan Talken replied that some information is confidential, but the Health Dept. is working on a dashboard that will provide more statistical information to the public.

Harold McCoy, 2001 E. Natalie, requested to address Council regarding Council Bill No. 2020-143 (the Connecticut widening project). He told the city council that he was on the committee that ranked the capital improvement projects and explained the ranking process. Mr. McCoy stated this project should be completed as promised to the voters when they approved the renewal of the Capital Improvements Sales Tax in 2014.

**PUBLIC HEARINGS**

Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for a Request for a Vehicle For Hire business from Joseph Harper - Harper Transport.

Mayor Stanley opened the Public Hearing

Joe Harper, 3231 N. Thicket, Joplin appeared in favor of this item and stated he plans to have 2 vehicles for taxi service, and he plans to operate the business from his home.

Martin McCabe, 1717 S. Moffet appeared in favor of this item and stated he operates a taxi service in Joplin and welcomes the competition.

No one appeared in opposition to this item.

The Public Hearing was closed.

Motion by Mr. Stinnett, second by Mr. Cortez to approve the request for a Vehicle for Hire license for Harper Transport. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

**CONSENT AGENDA**

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

Minutes of the June 8, 2020 Special City Council Meeting

COUNCIL BILL NO. 2020-259 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located approximately140' North and 60' West of the intersection of N Oliver Ave. and W A St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-082**

COUNCIL BILL NO. 2020-260 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O and including in District C-1 property as described below and located 5526 W 32nd Street, City of Joplin, Jasper County and Newton County, Missouri. **Ordinance No. 2020-083**

COUNCIL BILL NO. 2020-262 - AN ORDINANCE providing the vacation for a public street located Pearl Ave. right-of-way lying North of W. 7th St. and South of W 6th St. in the City of Joplin, Jasper County, Missouri. Requested by Jasper County. **Ordinance No. 2020-084**

COUNCIL BILL NO. 2020-264 - AN ORDINANCE providing to vacate an easement approximately 500 feet South of the intersection of E 26th St. and S Irwin Ave in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2020-085**

**RESOLUTIONS**

**ORDINANCES – EMERGENCY**

COUNCIL BILL NO. 2020-144

Mr. Lawson introduced Council Bill No. 2020-144 - an ordinance approving a work authorization with City of Joplin in the not to exceed amount of Two Hundred Thirty-Eight Thousand Seven Hundred Forty and 00/100 Dollars ($238,740.00) for the Glendale Parallel Interceptor Improvements (Phase 1); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2020-144 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-086.**

COUNCIL BILL NO. 2020-145

Mr. Stinnett introduced Council Bill No. 2020-145 - an ordinance approving Work Authorization OLS-OC20-04 with Olsson in the not to exceed amount of Two Hundred Twenty-Seven Thousand Four Hundred Fifty and 00/100 dollars ($227,450.00) for professional engineering consulting services for Phase 1 of the Zora Widening project from Rangeline to MO-249, 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. Stinnett, second by Mr. Copple that Council Bill No.2020-145 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-087.**

**ORDINANCES – FIRST READING**

**ORDINANCES – SECOND AND THIRD READING**

COUNCIL BILL NO. 2020-143

Ashley Mickelthwaite, 3820 Hawthorn Court, requested to speak on Council Bill 2020-143. She stated she is against the widening of Connecticut Avenue to five lanes, but she does support the need for improvements. Improvements need to fit the needs of the neighborhood and the community and they also need to improve safety. She requested that Council consider moving this item to Third Reading so that citizens can give their input.

Mr. Cortez introduced Council Bill No. 2020-143 - an ordinance approving Amendment 1 to Work Authorization BW-Conn-TC0606 with Bartlett & West, Inc. in the not to exceed amount of Two Hundred Forty-Eight Thousand Five Hundred Ninety-Six and 00/100 dollars ($248,596.00) for engineering services for the Connecticut Avenue Widening project and authorizing the City Manager

or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Lawson to pass Council Bill No. 2020-143 on Second Reading, advance to Third Reading, and pass. Voting in favor were Council Members: Copple, Cortez, Lawson, Shaw, Stanley and Stinnett, 6. Nays: Monteleone, Reid Adams and Williams, 3.**Ordinance No. 2020-088.**

**UNFINISHED BUSINESS**

The City Council took a break at 8:12 p.m. and reconvened at 8:20 p.m.

**NEW BUSINESS**

FY 2019 Year in Review Report – presented by Finance Director Leslie Haase

Our annual audit results in the Comprehensive Annual Financial Report otherwise known as the CAFR. The CAFR was briefly presented to Council at a recent meeting. Council reviews the budget document during budget work sessions. Both documents are hundreds of pages full of numbers in the prescribed accounting format. Both documents are challenging to understand. For internal staff, city council and the public, the only real review of the city's finances is at budget time. Each September, we go through the proposed budget document for the next year, which does include a snapshot of the previous ten years of financial information. However, our focus during these meetings is naturally in the future rather than the past.

As a result, last year, we held the first fiscal year-end financial review prior to the budget work sessions for next year. This discussion serves as a bridge between each annual budget preparation on behalf of internal staff, council and the public. Monthly financials are prepared and submitted to the City Manager's office, while this presentation allows for a detailed public discussion about our annual financial reports. This report is not a year-to-year (multiple year) comparison, but rather a budget-to-actual comparison for fiscal year 2019.

While this report contains a lot of numbers, I would like to walk you through the financials in order to help understand our current financial standing. There will be some areas of discussion in preparation of finalizing the FY 2021 proposed budget. Any comments related to this report are not a reflection of the services being provided by departments or the value of those services but are strictly financial in nature. Please ask any questions that you have as we discuss this report as the goal is for everyone to have a good understanding of the city's finances. With that being said, I would like to briefly cover each fund and discuss the areas where staff needs some direction.

General Comments

- Budgets are prepared during the middle of the previous year
- Under charter regulations, expenditures within a department/fund can't exceed budget
- There is only one way to add to fund balance or net assets-revenue must exceed expenditures
- One-time revenues should add to fund balance or net assets, such as FEMA reimbursements
- As we move through the funds and departments, I encourage you to think about the purpose and services provided by each of them
- Describe the formatting of the report (IS first and then BS) (Headers)(Review Original Budget plus Encumbrances vs. Actual Amounts

FY 2020 Financial Projections

In February, the City's finances were definitely improving. The final FEMA reimbursements were received late last year, the voters of our community approved a ½-cent sales tax to close and fund our pension plan in order to improve our employee recruiting and retention efforts, and we were on the brink of paying off the Recovery TIF bonds. Unemployment in the United States was at a half-

century low of 3.5%. Then, in March, the world changed with the COVID-19 pandemic. As businesses closed and employees were laid off temporarily to help slow the spread of the virus, governments dependent upon sales tax or earnings tax as their major revenue source began to make short-term spending adjustments, including us here at the City. Since there is a two-month delay in sales tax collections, staff immediately began estimating the impact to sales tax and other revenues. While various city revenues have been impacted by this crisis, sales tax is our major revenue source. Tonight, we are going to discuss the fiscal year 2020 financial projections and the short-term solutions to offset the impacted revenue sources. Some funds will be impacted more than other funds, and as such, the projections only include operational-type funds. The revenue projections are solely based on forecasts, while Department Heads supplied expenditure reductions. These projections are being updated each month as sales tax information is received. It is safe to say the accuracy of the revenue projections is suspect, at best. With this pandemic, the likes of which hasn't been experienced in our lifetime, the unknowns far outweigh the knowns. Continued monitoring of our revenue sources, along with reduced expenditures is critical. While we are going to discuss some short-term solutions that have been implemented, it is equally important that the city prepare to react with longer-term solutions if the recovery doesn't occur as shown in these projections.
The projections are built on several assumptions:

- Estimated decrease in revenues impacted by COVID-19
- No cut in services outside of anything directly or indirectly related to COVID-19
- Some purchases will be delayed due to a reduced need as the result of COVID-19
- COVID-19 purchases and related reimbursement not included in these projections
- CARES grants for MAPS and Airport included
- Savings due to the reduction in police and fire pension expense as a result of closing the plan to new hires and funding the plan with the voter-approved ½-cent sales tax
- Savings due to Recovery TIF bond payoff

The short-term solutions table shows citywide solutions, as well as solutions for specific funds. Also shown is the estimated budget impact and the actual impact of the solution. While these solutions can be classified as "tightening our belt" on expenditures, there is an inherent impact or "cost" to these solutions. The solutions do impact the ability to provide quality services to our citizens, increase maintenance costs by postponing needed capital, and impact employee morale, and as such it is important to discuss the impacts of the solutions. With that said, businesses in our community, as well as across the country, have also been hard hit as a result of this pandemic. As mentioned in the Bloomberg report, most cities and states have laid off and furloughed employees, as well as adopted the short-term measures we are going to discuss. As we saw in the fiscal year 2019 year in review, while our reserves have begun to build back, reserves can only be used as a stop gap for ongoing expenditures for a limited time. Joplin is fortunate in that our economy is resilient and we have not had to enact longer-term solutions, such as layoffs or furloughs. However, also mentioned in the Bloomberg report, is the uncertainty of how COVID-19 will persist or if there will be a second wave that results in extending the economic impact. Additionally, with the upcoming end to the government added unemployment benefits and the question of exactly when and how jobs will recover, it is fiscally prudent for the City to continue to follow the short-term solutions throughout this recovery process. Throughout this recovery process, it is important for staff to continue to monitor our revenue and update the financial projections. As previously mentioned, as we move through the recovery process, it is important that staff remains prepared to address any unforeseen bumps in the road to recovery. In the meantime, the fiscal year 2021 budget is being prepared, with more unknowns than knowns. As a result, some decisions and projects may be required to be postponed until our revenue stream is back on track.

Health Department Update

Assistant Director of the Health Department Ryan Talken provided recent numbers of coronavirus cases in Joplin and stated that they've doubled in just two weeks. He also discussed the steady increase that Jasper County Health Department is experiencing, as well as neighboring Newton and McDonald Counties. We are seeing a spike right now and it's important that we stay the course to help lessen the spread of the virus. With these numbers rising, we need to get back to the basics of washing our hands, disinfecting common items shared by others at home or in the office, and of course to keep social distancing. Staying in this step sends the right message. By taking care of yourself, you are taking care of everybody else. Talken also stated that if people are feeling sick to stay home. While COVID-19 is spread from person to person, more than 80% of the patients who develop it will only become mildly ill. The concern is for patients with underlying medical conditions and the elderly, who are more likely to need hospital-level supportive care.

Recovery Plan Discussion

After hearing the update from Mr. Talken, the City Council discussed Missouri Governor Mike Parson's Phase 2 of the Show Me Recovery Plan, which goes into effect Tuesday, June 16. According to the plan, there will be no statewide public health order – Missouri will be fully open for business. Local officials will have the ability to put further measures or regulations in place, but from a statewide stance, all restrictions will be lifted. During the discussion, the city council expressed concern about the rise in the number of COVID cases. Mr. Lawson motioned to keep the City of Joplin at Phase 2, Step 2 of the City's Recovery Plan. Dr. Reid Adams seconded the motion. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

News from Public Information Officer, Lynn Onstot

The City will open the tree limb and brush drop-off site from 8:30 a.m. to 2 p.m. on Saturday, June 20. The drop-off site is located at 1702 North Schifferdecker Avenue, six tenths of a mile north of Belle Center Road on the west side of Schifferdecker. This free drop-off service is for Joplin residents only and has no load limits. Leaves, grass clippings, trash, etc. will not be accepted. Commercial contractors will not be allowed to drop off tree limbs. This program is open the third Saturday of the month through October 2020, unless there is a weather event that warrants another date being set. For more information, call the Public Works Center at 417-624-0820 ext. 564 or the Recycling Division, 417-624-0820 ext. 501.

There being no further business, the meeting was adjourned at 9:43 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

**JOPLIN CITY COUNCIL**
**SPECIAL MEETING MINUTES**
**JUNE 24, 2020**

## CALL TO ORDER

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

Invocation was read by City Clerk Barbara Gollhofer

The Pledge of Allegiance to the United States of America was led by Ms. Williams.

City Clerk Barbara Gollhofer read the Special Call:

Notice is hereby given that the City Council of the City of Joplin, Missouri, will conduct a Special Meeting at 6:00 p.m. on Wednesday, June 24, 2020, at Joplin City Hall, 5th Floor Council Chambers, 602 S. Main Street for the purpose of discussing an ordinance to require persons to wear facemasks to help restrict the spread of COVID-19.

The public was informed the meeting could be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia. In compliance with the social distancing requirement of six feet, the number of guests in the Council Chambers is limited to 43.

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

Mayor's introduction of the ordinance

Mayor Stanley opened the discussion of the proposed ordinance by explaining what led to this meeting. The increased cases of COVID-19 between June 1 and June 24 concerned some council members and after communication with all the council members, it was decided to call a special meeting to consider the ordinance.

Mayor Stanley asked City Manager Nick Edwards to read the key provisions of the proposed ordinance. Mr. Edwards read Sections 1-9.

**Requests to Address Council**:

Mayor Stanley opened the meeting to hear requests to address Council and public comments.

Dixie Hogan, 4604 W. 27th Place, stated she is against a mask order.
Allen Shirley, 3520 S. Alabama, stated he is against a mask ordinance.
Barbara Owsley, 3455 S. Harrison, stated she is against a mask ordinance.
Johanthan Hopper, Nixa MO, stated he is in favor of a mask ordinance.
John Knudsen, 4807 S. Byers, stated he is against the mask ordinance.
Patrick Otero, 315 S. Connor, stated he is against the mask ordinance.
Charles, McGrew, 2912 S. Minnesota, stated he is against mandatory masks.
Anthony Wilson, Joplin, stated he is in opposition of the bill in regard to the constitution.

Justin Hamlin, M.D., Carl Junction, stated he is against a mask ordinance.
Mike Melin, 1240 S. John Duffy Drive, stated he is against a face mask ordinance.
Steve Allgood, Webb City, stated he is against the requirement of use of masks.
Kevin Van Story, Diamond, stated he is against the mask ordinance.
Jerry Dallies, 1832 S. Sergeant, stated he is against mask wearing being enforced.
Deborah Ferguson, 4480 Bradley Dr. stated she is against the mask ordinance.
Erik Martin, M.D., 4705 S. Jackson, stated he is favor of the mask ordinance.

Comments from the Public:
City Clerk Barbara Gollhofer read citizen comments submitted by email:
Kathy Huffaker, Joplin, feels it's not the correct decision for mandatory wearing of masks.
Connie Bellamy: for health reasons she cannot breathe well in a mask.
Mark Barger: Make masks mandatory; masks are the only proven way to bring the virus to a halt.
Gary Huffaker: Allow each individual to decide for themselves if they want to wear a mask.
Carol Barger: Make masks mandatory in the community.
Ruth Sawkins: is against a mask mandate for Joplin
Lauren White: is against a mandated mask ordinance in Joplin.
Richard Roark: wants a mask ordinance; take a step back on the open process.
Alyce Turner: supports the proposed indoor mask requirement.
Greg Jackson: against the mask ordinance
Jenny Anger: does not want to wear a mask in public; needs to be a personal choice.
Neil Huffaker: opposed to a policy that would require individuals to wear a mask.
Steve and Meegan Brown, 3106 S. Grand: against the mandatory mask rules

**Discussion of impact to the business community/learning institutions**:
Toby Teeter, Chamber of Commerce President, reported on a survey that was sent to the Chambers 2,225 members that asked if masks should be mandatory. A link to the proposed ordinance was attached in the survey. There were 594 responses.
No - 343 (57.7%) Yes – 251 (42.2%)

Mr. Teeter discussed the need to figure something out to stop the spread of the virus before school starts in the fall. As a community, we need to do better. He stated there could be an economic impact, accreditation issues and consequences if students cannot return to the universities and college in the fall.

Dr. Melinda Moss, Joplin Schools Superintendent, asked the council to consider the practicality of six-seven-and eight-year-olds wearing a face mask all day in a classroom. Could there be some other considerations if there is going to be a blanket mandate?

**Comments from Freeman and Mercy representatives**:
Dr. Rob McNab, Director of Covid Services for Freeman Health System, stated his observation is that we need to find some agreement on how to reduce the spread of the virus. Locking down society and having no regulations at all is not the right answer. We need to have some guidance and some regulations in place that helps keep society – or at least keep the syndrome – under control. At least make it manageable so that we don't overwhelm the capacity of the hospitals. He understands both sides of the mask issue, but we need to find a way to live our lives safely.

Mercy President Jeremy Drinkwitz was unable to attend the meeting, but Mayor Stanley stated Mr. Drinkwitz asked Mayor Stanley to pass along his comments that Mercy currently has six COVID -19 patients and there is room to expand. Mercy is in favor of a mask ordinance.

Mayor Stanley recessed the meeting at 8:10 p.m. It was reconvened at 8:20 p.m.

**Discussion of enforcement of the ordinance**

Police Chief Sloan Rowland discussed the enforcement section of the ordinance. Enforcement would be complaint driven. If the police department is called, the initial response will be to educate the offender and give them an opportunity for compliance. If necessary, a warning will be issued, and if there is non-compliance, a citation would be issued. He stated responses to calls would be on a priority basis.

**Discussion of health case data and current conditions**

Health Director Dan Pekarek presented a power point COVID-19 and discussed the case data and current conditions. After his presentation, he stated he is supportive of wearing masks, whether it be by ordinance or voluntarily. The CDC guidelines recommends using face masks and he supports following those guidelines.

Mr. Copple stated that whether the ordinance passes or not, he would like the City to make masks available to the citizens. Mayor Stanley stated this would be discussed later on the agenda.

**Ordinances – Emergency**

After discussion, the following amendments to Council Bill No. 2020-003 were introduced. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Stanley, and Williams, 7. Nays: Shaw, Stinnett, 2.

Section 1. That all persons six (6) years old or older who are present in the City of Joplin shall have possession of a face covering that covers their mouth and nostrils ~~when they leave their home or place of residence~~ and shall wear the face covering whenever they are within six feet of another person who is not a member of their family or household.

Section 2. Exceptions for face coverings will be made under the following circumstances:

- For restaurant *and bar* patrons while they are dining

- For individuals exercising ~~outdoors~~ or while walking or exercising with other people from the same household, if social distancing from others who are not your family or household members can be maintained; or

Section 6. Under the Joplin City Council's authority for enforcement of a violation of face coverings, the City Council specifically orders that a violation of this ordinance under Joplin's City Code, Section 1-5, is punishable by a fine of $0 to ~~$250~~ $50dollars, at the court's discretion.

**Amended Council Bill No. 2020-003**

Dr. Reid Adams introduced Amended Council Bill No. 2020-003 - an ordinance to require persons to wear facemasks that cover the nostrils and mouth to help restrict the spread of the COVID-19 virus, to establish reasonable exemptions, to set practical enforcement conditions; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Monteleone that Amended Council Bill No. 2020-003 be approved on an emergency basis. Voting in favor were Council Members: Cortez, Monteleone, Reid Adams, and Williams, 4. Nays: Copple, Lawson, Shaw, Stanley and Stinnett, 5. Amended Council Bill No. 2020-003 failed.

**Any other business**

Mr. Monteleone made a motion to direct the city manager to move forward with a budget amendment for the July 6, 2020 city council meeting, and if approved, to procure face masks for public distribution. Mr. Copple seconded the motion. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and Williams, 9. Nays: 0.

Mayor Stanley stated he has noticed that due to reduced business hours, stores are experiencing bottlenecking and asked if there is anything City Staff can do to encourage retail businesses to expand business hours.

Mr. Stinnett asked Mayor Stanley to work with the city manager to collaborate with the Chamber (Toby Teeter), the public schools (Dr. Moss), MSSU, and others in the business community to come up with opportunities to help create mandates within their own businesses. Steps need to be taken to help solve some potential problems where people work side by side and close together. Mayor Stanley replied he would discuss the issue with the city manager next week.

City Manager Nick Edwards informed the city council that the Joplin Health Department added a Joplin COVID-19 Dashboard with data that is updated by noon Monday through Friday with the previous day's case totals. The dashboard is on the same page that contains the COVID-19 various resources and information links (joplinmo.org – click on the COVID-19 banner on the homepage).

Nick Edwards stated the City successfully made a partnership with a local agency to help with contact tracing. We're also exploring options to hire temporary employees to help with this task.

**Adjournment**

With no further business, the meeting adjourned at 10:03 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM:**
Resolution No. 2020-010 – Declaring intent to participate in natural hazard mitigation to work toward becoming a safer community.

**MEETING DATE:**
July 06, 2020

**REVIEWED BY:**
Peter Edwards, City Attorney; Keith Stammer, Emergency Mgr.; Nick Edwards, City Manager

**SUMMARY:**
This Resolution is to Adopt the 2021 Jasper-Newton Bi-County Multi-Jurisdictional Natural Hazard Mitigation Plan

**BACKGROUND:**

The Hazard Mitigation Plan is a Federal Emergency Management Agency (FEMA) required plan. It encourages communities to identify potential local natural hazards, and, to propose mitigation efforts toward lessening the impacts of said natural hazards. FEMA requires this plan be reviewed, updated, and approved every five (5) years.

**RECOMMENDATION:**
Staff recommends this Resolution be approved.

**ATTACHMENTS:**
Resolution No. 2020-010
Exhibit "A" – Link to the 2021 Jasper-Newton Bi-County Multi-Jurisdictional Natural Hazard Mitigation Plan. https://4608062b-9749-43c3-9120-42dafff37a6a.filesusr.com/ugd/3a9123_38cc29e7de6748758f8a39e72d1d37d5.pdf

KS

RESOLUTION NO. 2020-010

A RESOLUTION declaring intent to participate in natural hazard mitigation to work toward becoming a safer community.

WHEREAS, the City of Joplin recognizes that no community is immune from natural hazard whether it be tornado/severe thunderstorm, flood, severe winter weather, drought, heatwave, earthquake, dam failure, or wildfire, and recognizes the importance of enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, the City of Joplin may have previously pursued measures such as building codes, fire codes, floodplain management regulations, zoning ordinance, and stormwater management regulations to minimize the impact of natural hazards; and

WHEREAS, the Federal Emergency Management Agency and the State Emergency Management Agency have developed a natural hazard mitigation program that assists communities in their efforts to become Disaster-Resistant Communities which are sustainable communities after a natural disaster that focus, not just on disaster relief, but also on recovery and reconstruction that brings the community to at least pre- disaster conditions in an accelerated, orderly, and preplanned manner; and

WHEREAS, by participating in the Natural Hazards Mitigation program, the City of Joplin will be eligible to apply for post-disaster mitigation funds; and

WHEREAS, the City of Joplin desires to commit to working with government partners and community partners to implement the Natural Hazards Mitigation Plan; and

WHEREAS, the City of Joplin will implement pertinent precepts of the mitigation plan by incorporation into other community plans and mechanisms where appropriate; and

WHEREAS, the City of Joplin will participate in the evaluation and review of the Plan after a disaster as well as complete mandated five-year update submitted to the State Emergency Management Agency and the Federal Emergency Management Agency for review and approval.

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

Section 1. The City of Joplin hereby adopts the 2021 Jasper-Newton Bi-County Multi-Jurisdictional Natural Hazard Mitigation Plan attached hereto and incorporated by reference as Exhibit A for the purpose of building a safer community by reducing natural hazard vulnerability.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

| | | | |
|---|---|---|---|
| CLOSING DATE: | 29-May-2019 | DEPT: | Planning & Community Development |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Jeff Oliver/Olivia Stockdale |
| Demolition of all structures | | LOCATION: | 123 S. Ozark Ave |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $5,200.00 |
| | |
| Big John's Heavy Equipment | $4,999.00 |
| | |
| Gator Industrial | $4,395.00 |
| | |
| Nelson's Enterprises | $2,849.00 |
| | |


COUNCIL BILL 2020-358
123 S. OZARK AVE.







**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**
Council Bill No. 2020-358, Building Regulations

**MEETING DATE**
July 6, 2020

**REVIEWED BY**
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

**SUMMARY**
This Council Bill approves the contract by and between the City of Joplin and Nelson Enterprises to remove the structures and any remaining debris, including foundation and footings, at 123 S. Ozark Ave.

**BACKGROUND**
The above listed address was "tagged" as a dangerous building on December 4, 2019. The structures were determined to be dangerous under sub-sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May 15, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on May 29, 2020 for the removal of structures and any remaining debris, including footings and foundations. At that time, bids were received as follows:

| | |
|---|---|
| Gator Demolition | $4,395.00 |
| B & D Yardbuilders | $5,200.00 |
| Big Johns | $4,999.20 |
| Nelson Enterprises | $2,849.00 |

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

**FUNDING SOURCE**
These payments are included in the FY 2019-20 budget of the Revolving Fund.

**RECOMMENDATION**
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $2,849.00 and that it be approved on an emergency basis within the meaning of Section 2.12 (1) for the immediate preservation of public health and welfare.

**ATTACHMENTS**
Council Bill No. 2020-358, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 358 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 123 S. Ozark Ave. in the City of Joplin, Missouri, for Two Thousand Eight Hundred Forty-nine and 00/100 Dollars ($ 2,849.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Two Thousand Eight Hundred Forty-nine and 00/100 Dollars ($ 2,849.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 123 S. Ozark Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 123 S. Ozark Ave. and legally described as:

ALL OF LOT NUMBERED TWENTY-EIGHT (28) IN OAK GROVE SUB-DIVISION A PART OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 27 RANGE 33 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT THE SOUTH TEN FEET THEROF ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City 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 _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

| | | | |
|---|---|---|---|
| CLOSING DATE: | 29-May-2019 | DEPT: | Planning & Community Development |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Jeff Oliver/Olivia Stockdale |
| Demolition of all structures | | LOCATION: | 211 S. Galena Ave |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $5,200.00 |
| | |
| Big John's Heavy Equipment | $4,500.00 |
| | |
| Gator Industrial | $3,800.00 |
| | |
| Nelson's Enterprises | $2,649.00 |
| | |


COUNCIL BILL 2020-359
211 S. GALENA AVE.







# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill No. 2020-359, Building Regulations

**MEETING DATE**
July 6, 2020

**REVIEWED BY**
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards.

**SUMMARY**
This Council Bill approves the contract by and between the City of Joplin and Nelson Enterprises to remove the structures and any remaining debris, including foundation and footings, at 211 S. Galena Ave.

**BACKGROUND**
The above listed address was "tagged" as a dangerous building on November 21, 2019. The structures were determined to be dangerous under sub-sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May 15, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on May 29, 2020 for the removal of structures and any remaining debris including footings and foundations. At that time, bids were received as follows:

| | |
|---|---|
| Gator Demolition | $3,800.00 |
| B & D Yardbuilders | $5,200.00 |
| Big Johns | $4,500.00 |
| Nelson Enterprises | $2,649.00 |

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

**FUNDING SOURCE**
These payments are included in the FY 2019-20 budget of the Revolving Fund.

**RECOMMENDATION**
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $2,649.00 and that it be approved on an emergency basis within the meaning of Section 2.12 (1) for the immediate preservation of public health and welfare.

**ATTACHMENTS**
Council Bill No. 2020-359, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 359 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 211 S. Galena Ave. in the City of Joplin, Missouri, for Two Thousand Six Hundred Forty-nine and 00/100 Dollars ($ 2,649.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Two Thousand Six Hundred Forty-nine and 00/100 Dollars ($ 2,649.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 211 S. Galena Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 211 S. Galena Ave. and legally described as:

ALL OF LOT NUMBERED FIFTY-SEVEN (57) IN JOPLIN MINING AND SMELTING COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City 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 _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

| | | | |
|---|---|---|---|
| CLOSING DATE: | 13-Mar-2019 | DEPT: | Planning & Community Development |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Rick Woods /Kim Newhouse |
| Demolition of all structures | | LOCATION: | 1218 S. Kentucky Ave. |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $7,600.00 |
| | |
| Big John's Heavy Equipment | $4,800.20 |
| | |
| Camcor | $5,760.00 |
| | |
| Gator Industrial | $3,750.00 |
| | |
| James Edwards | $9,500.00 |
| | |
| Kong Excavation | $45,000.00 |
| | |
| Nelson's Enterprises | $4,600.00 |
| | |


COUNCIL BILL 2020-356
1218 KENTUCKY AVE.







**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**
Council Bill No. 2020-360, Building Regulations

**MEETING DATE**
July 6, 2020

**REVIEWED BY**
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

**SUMMARY**
This Council Bill approves the contract by and between the City of Joplin and with Gator Industrial to remove the structures and any remaining debris, including foundation and footings at 1218 S. Kentucky Ave.

**BACKGROUND**
The above listed address was "tagged" as a dangerous building on July 5, 2019. The structures were determined to be dangerous under sub-sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 28, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on March 13, 2020 for the removal of structures and any remaining debris including footings and foundations. At that time, bids were received as follows:

| | |
|---|---|
| Gator Industrial | $3,750.00 |
| B & D Yardbuilders | $7,600.00 |
| Big Johns | $4,800.20 |
| Nelson | $4,600.00 |
| Camcor | $5,760.00 |
| Kong Excavation | $45,000.00 |
| James Edwards | $9,500.00 |

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

**FUNDING SOURCE**
These payments are included in the FY 2019-20 budget of the Revolving Fund.

**RECOMMENDATION**
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $3,750.00 and that it be approved on an emergency basis within the meaning of Section 2.12 (1) for the immediate preservation of public health and welfare.

**ATTACHMENTS**
Council Bill No. 2020-356, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 360 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1218 S. Kentucky Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Fifty and 00/100 Dollars ($ 3,750.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Industrial in the amount of Three Thousand Seven Hundred Fifty and 00/100 Dollars ($ 3,750.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1218 S. Kentucky Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1218 S. Kentucky Ave. and legally described as:

ALL OF THE SOUTH 40 FT. OF LOT NUMBERED ONE HUNDRED TWENTY-TWO (122) IN JOHN C. COX JR. FOURTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City 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 _____, 2020, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-450 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Health Department

**ATTACHMENTS**
CB2020-450 Ordinance and the DHSS Program Services Contract.

**REVIEWED BY**
Dept. Head: Dan Pekarek; Finance Dept. Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding for Public Health Emergency Preparedness activities.

**BACKGROUND**
This DHSS contract provides funding from the state for public health preparedness activities in Joplin. The contract continues partial funding of 1 Regional Response Planner to be based in the Joplin Health Department. This staff person provides emergency planning and response activities for Joplin and Jasper County health departments. The county health department provides funding to the city for these services that allows for full funding of this position.

Services provided generally include the exercise and update of public health emergency response plans for each department, facilitating staff training requirements for emergency preparedness as well as improvement of disease surveillance and reaction capabilities of each health jurisdiction.

The period for this agreement is July 1, 2020 through June 30, 2021 and the total anticipated reimbursement from this agreement is $39,198. No local match is required for participation in this contract.

**FUNDING SOURCE**
The source of funding is the Missouri Department of Health and Senior Services contract.

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2020-450 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreements by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for public health emergency preparation activities for residents of the city and immediate passage prevents delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of July, 2020, by a vote of

_____
Ryan D Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**Missouri Department of Health and Senior Services**
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

**Randall W. Williams, MD, FACOG**
Director

**Michael L. Parson**
Governor

RECEIVED
JUN 0 8 2020

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

# PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

| **Tracking #** | **Contract Title:** |
|---|---|
| 48520 | PUBLIC HEALTH EMERGENCY PREPAREDNESS |

| **Contract Start:** | **Contract End:** | **Questions/Please Contact:** |
|---|---|---|
| 7/1/2020 | 6/30/2021 | PROCUREMENT UNIT @ (573)751-6471 |

| **Contract #:** | **Amend #:** |
|---|---|
| | 00 |

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

| NAME OF ENTITY/INDIVIDUAL (Contractor) | | |
|---|---|---|
| JOPLIN CITY HEALTH DEPARTMENT | | |
| DOING BUSINESS AS (DBA) NAME | | |
| | | |
| MAILING ADDRESS | | |
| 321 EAST 4TH STREET | | |
| CITY, STATE, and ZIP CODE | | |
| JOPLIN | MO | 64801 |
| REMIT TO (PAYMENT) ADDRESS (if different from above) | | |
| | | |
| CITY, STATE, and ZIP CODE | | |
| | | |

| CONTACT PERSON | EMAIL ADDRESS |
|---|---|
| | |
| PHONE NUMBER | FAX NUMBER |
| | |
| TAXPAYER ID NUMBER (TIN) | DUNS NUMBER |
| *****0196 | 010649846 |
| CONTRACTOR'S AUTHORIZED SIGNATURE | DATE |
| | |
| PRINTED NAME | TITLE |
| | |
| DEPARTMENT OF HEALTH AND SENIOR SERVICES<br>DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE | DATE |
| | |

**PUBLIC HEALTH EMERGENCY PREPAREDNESS**
JOPLIN CITY HEALTH DEPARTMENT

## 1. GENERAL

1.1 The contract amount shall not exceed $39,198.00 for the period of July 1, 2020 through June 30, 2021.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.3.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.3.3 Taxes (e.g., city/county/state/federal)

1.3.4 State and local certifications (e.g., professions/occupations/activities)

1.3.5 Licenses and permits (e.g., city/county license, sales permits)

1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Public Health Emergency Preparedness
Program Contact: Katie Sweet
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-526-5448
Email: Preparedness@health.mo.gov

## 2. PURPOSE

2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

## 3. DEFINITIONS

3.1 Director of Local Public Health Agency: Referred to herein as "Administrator."

3.2 PREP: The Partner Readiness Evaluation Program is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).

3.3 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the local public health agencies and state to intervene in the disease investigation process.

3.4 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.

3.5 Health Care Coalitions (HCC): A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

## 4. GENERAL DELIVERABLES

4.1 The Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800B – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), and IS-200 – Basic Incident Command System. Public Health and Medical Services and the FEMA Classroom Study Program: ICS 300 – Intermediate Incident Command System, and ICS 400 – Advanced Incident Command System must be completed by command staff only. These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within 10 months of hiring date.

4.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.

4.3 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov. The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.

4.4 Within one week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employees' name, job function/title and contact information. The Contractor shall send this information by email to: Preparedness@health.mo.gov.

4.5 The Administrator or their designated employee is encouraged to attend semi-annual LPHA Planning meetings.

4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at https://webapp03.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis%2fdefault.aspx.

4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at: http://s1.sos.mo.gov/cmsimages/adrules/csr/previous/19csr/19csr0806/19c20-20.pdf

4.8 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department's Regional Senior Epidemiologist and/or Medical Epidemiologist.

4.9 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

4.10 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN, the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.

4.11 The Contractor shall participate in necessary trainings as scheduled by the Department's Office of Emergency Coordination (OEC) regarding the use of the HAN system https://www.mo-hns.org/.

4.12 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.

4.13 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.

4.14 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures. The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning,

4.15 By June 30th, the Contractor shall complete the Tangible Personal Property Report and submit to OEC. This form needs to be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds. Items priced over $5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at http://clphs.health.mo.gov/lphs/gcu.php. Submit this form electronically to OEC at Preparedness@health.mo.gov.

4.16 By June 30th, the Contractor shall submit to OEC a comprehensive inventory list of items under $5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.

4.17 The Contractor must use the provided template to report this inventory to OEC or submit an inventory list already in place. It the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at http://clphs.health.mo.gov/lphs/gcu.php .

4.18 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. (See Attachment C for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition. Attachment C is attached hereto and incorporated by reference as if fully set forth herein). Participation shall include, but not be limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level. (See Attachment D for healthcare coalitions – frequently asked questions).

4.19 By June 30, at least one staff member of the Contractor will have completed WebEOC training.

4.20 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan (specifically the health and medical annex).

4.21 The Contractor must review Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein. If one or more of the following deliverables is marked by an "X" on Attachment E, the Contractor shall complete the marked deliverables during the contract period:

4.21.1 The Contractor shall participate in a one day Partner Readiness Evaluation Program (PREP) exercise once every four years with the date selected by the state.

4.21.2 The State Emergency Management Agency (SEMA) will notify the Contractor within sixty (60) days of the PREP visit.

4.21.3 The Contractor shall provide lunch on the day of the table-top exercise to participants during the PREP visit. An additional $200 shall be included in the contract budget for this expense.

4.21.4 The Contractor shall participate in the development of an HSEEP compliant After Action Report (AAR) for the PREP exercise.

4.22 The Contractor shall validate/update their POD Operational Data Collection Sheet within the DHSS-SNS POD Board in WebEOC semi-annually (December 31/June 30).

4.22.1 Information on the sheet should be derived from existing plans, resources, agreements and partnerships. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

## 5. WORK PLAN DELIVERABLES

5.1 The Contractor shall select a minimum of three or more Capabilities within the six (6) Domains to work on during the contract period to ensure that all 15 Capabilities within the six (6) Domains are completed within the project period ending June 30, 2024.

5.1.1 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at http://cphs.health.mo.gov/lphs/gcu.php .

5.2 The Contractor shall attend a Public Health Emergency Preparedness Grant strategic planning session for the new project period (once every five years).

5.3 By September 30, the Contractor shall submit the "Record of Changes" page, as well as the changes made to their updated Local Public Health Emergency Plan or Guide.

## 6. REPORTS

6.1 The Contractor shall submit Semi-Annual Reports of activities to OEC by January 15, and July 15. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at http://clphs.health.mo.gov/lphs/gcu.php

6.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

6.3 The Contractor shall complete and submit a Jurisdictional Risk Assessment (JRA) once every five years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at risk individuals. Using the file library within WebEOC, https://webeoc.sema.dps.mo.gov/eoc7/, locate your LPHA by name and upload your JRA.

6.4 The Contractor at a minimum of twice per calendar year during the effective dates of the contract, agrees to verify which of its employees are still employed and still require access to the Department's WebSurv and HAN systems. The Contractor shall perform verification and updates with the WebSurv and HAN systems' Program Security Officer at Division of Community and Public Health, Office of Emergency Coordination, Emergency Response Center.

## 7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment G, which is attached hereto and is incorporated by reference as if fully set forth herein.

7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.4 Indirect costs

7.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 0.00% of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.

7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: https://www.gsa.gov

7.7 The Contractor shall follow competitive procurement practices.

## 8. INVOICING AND PAYMENT

8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

8.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

8.2.1 In addition, the contractor shall submit Invoicing Tool with each invoice to ensure that indirect costs are calculated correctly, as stated in section 7.4 above. The Invoice Tool can be accessed at http://clphs.health.mo.gov/lphs/gcu.php .

8.3 The Contractor shall submit invoices monthly. Invoices shall be due by the 15th day of the month following the month in which the Contactor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

8.4 The Department will pay the Contractor monthly upon receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

8.5 All Public Health Emergency Preparedness invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P.O. Box 570

Jefferson City, MO 65102-0570

Or email to:
Preparedness@health.mo.gov

8.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

8.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

8.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

8.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

8.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

8.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

8.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at

https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://beta.sam.gov/.

8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

## 9. AMENDMENTS

9.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

## 10. RENEWALS

10.1 The parties may renew the agreement for three (3) additional one-year period if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

## 11. MONITORING

11.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

11.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

## 12. DOCUMENT RETENTION

12.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

12.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

12.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

12.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

12.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

## 13. CONFIDENTIALITY

13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

13.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

## 14. LIABILITY

14.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

14.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

14.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

## 15. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

15.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

15.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid

solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

15.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

15.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

15.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

## 16. AUTHORIZED PERSONNEL

16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after

enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

16.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

16.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

16.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

16.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

16.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## 17. TERMINATION

17.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

17.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

17.1.2 A change in federal or state law relevant to this contract occurs; or

17.1.3 A material change of the parties to the contract occurs; or

17.1.4 By request of the Contractor.

17.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

17.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

17.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

17.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

## 18. SUBCONTRACTING

18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall

expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

18.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

18.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

18.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

18.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

# CERTIFICATIONS AND SPECIAL PROVISIONS

## 1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

## 2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

## 3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.1 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.2 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.3 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 any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.4 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.5 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 31 U.S.C. § 1352. 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.

## CERTIFICATIONS AND SPECIAL PROVISIONS

### 1. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

1.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

### 2. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

2.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

2.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

## CERTIFICATIONS AND SPECIAL PROVISIONS

2.1 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

## 3. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

3.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

3.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

3.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

3.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

3.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

3.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

3.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

3.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

3.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

3.1.9 Missouri Governor's E.O. #10-24; and

3.1.1 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

## 4. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

4.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

4.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

4.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

## 5. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

5.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

## SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

## SUBRECIPIENT SPECIAL CONDITIONS

1.1 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.2 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.3 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.3.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.3.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.3.3 Use forced labor in the performance of the award or subawards under the award.

1.3.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.4 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.5 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.6 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

## SUBRECIPIENT SPECIAL CONDITIONS

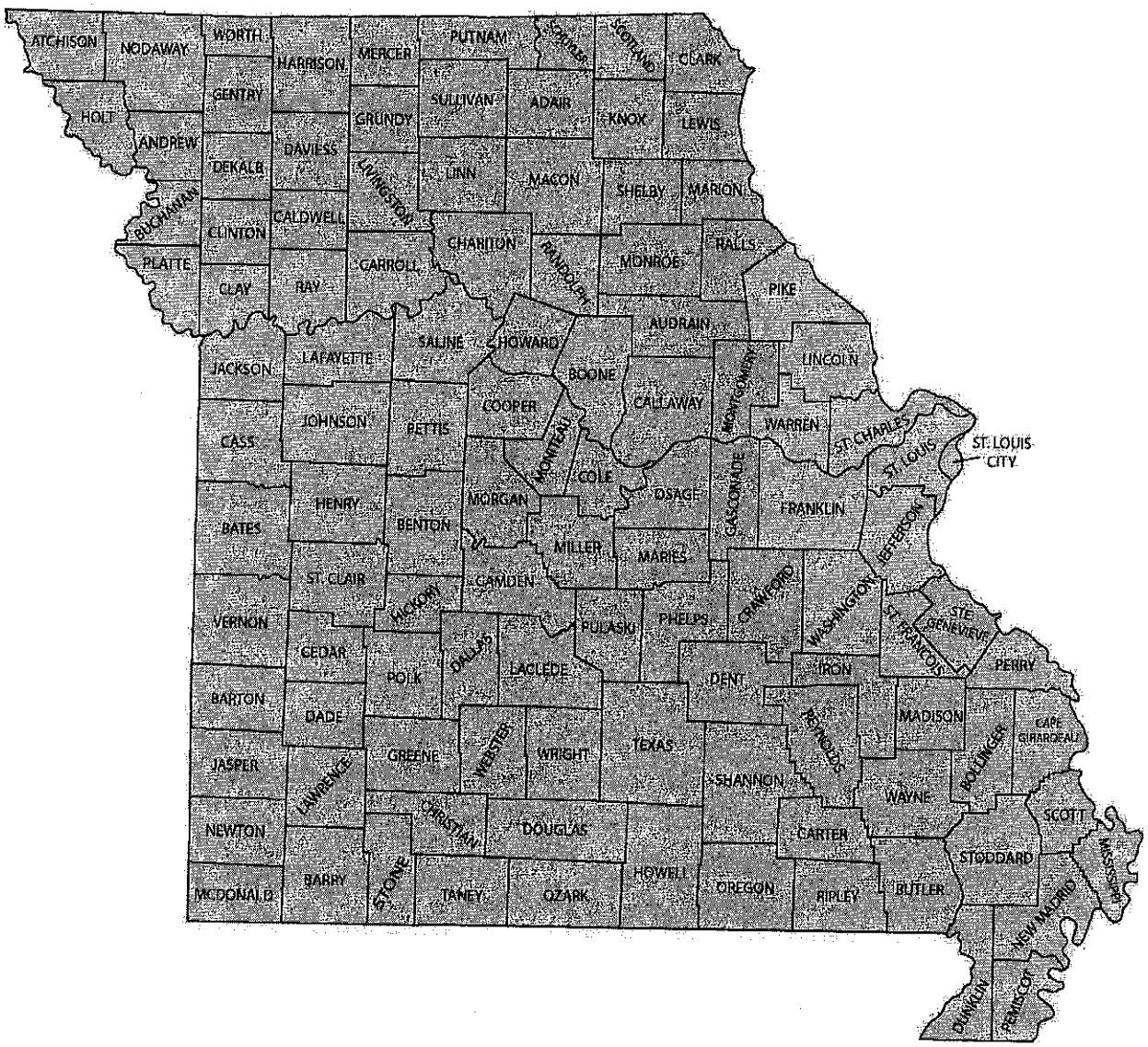
Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.1 Equipment

1.1.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.1.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

# MISSOURI HEALTHCARE COALITIONS




| Healthcare Coalition (HCC) Contacts | | |
|---|---|---|
| **Region A** | **Non-Urban Rural** | **Region C** |
| Erin Lynch<br>Mid-America Regional Council<br>elynch@marc.org<br>816-701-8390 | Jackie Gatz<br>Missouri Hospital Association<br>jgatz@mhanet.com<br>573-893-3700 | Dale Chambers<br>St. Louis Area Regional Response System<br>Dale.Chambers@ewgateway.org<br>314-421-4220 |

Effective Date: July 1, 2019

# HEALTHCARE COALITION
# FREQUENTLY ASKED QUESTIONS

**What is a regional healthcare coalition?**

Missouri has seven regional healthcare coalitions (HCCs) covering the entire geography of the state. The HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Assistant Secretary for Preparedness and Response (DHHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

A HCC is defined as "a **collaborative network of healthcare organizations** and their **respective public and private sector response partners** . . . that serve as a multiagency coordinating group to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization disaster operations."

**Who are members of the regional healthcare coalitions?**

Each regional healthcare coalition must maintain four core members in order to receive ASPR funding: **public health**, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

**What is public health's role in the regional HCCs?**

Local public health is often the local Emergency Support Function-8 (ESF-8) lead agency and, as such, has responsibility to assure all ESF-8 partners and functions have been anticipated and plans are developed. Engaging in the routine planning meetings with the regional HCC, trainings and exercises as they occur provides an excellent opportunity for collaborative planning, identification of remaining vulnerabilities and barriers, and a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

**What is the role of a regional healthcare coalition during and in preparation for an emergency response?**

HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

**How do the HCCs relate to the LPHAs' PHEP responsibilities?**

The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. There are methods to ensure your efficient, yet appropriate levels of engagement to thoughtfully contribute subject matter expertise as well as receive benefits from membership. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.

| ATTACHMENT E | | | |
|---|---|---|---|
| 2020-2021 PUBLIC HEALTH EMERGENCY PREPAREDNESS | | | |
| Scope of Work Additional Deliverables | | | |
| "X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD | | | |
| LPHA NAME | PREP Visit Deliverables Under Section 4.21.1 to 4.21.4 | Non-CRI Deliverable 4.22 | |
| Adair County Health Department | | X | |
| Andrew County Health Department | | X | |
| Atchison County Health Department | | X | |
| Audrain City-County Health Unit | X | X | |
| Barry County Health Department | | X | |
| Barton County Health Department | | X | |
| Benton County Health Department | | X | |
| Bollinger County Health Center | X | X | |
| Butler County Health Department | X | X | |
| Caldwell County Health Department | | | |
| Callaway County Health Department | | X | |
| Camden County Health Department | X | X | |
| Cape Girardeau County Public Health Center | X | X | |
| Carroll County Health Department | | X | |
| Carter County Health Department | | X | |
| Cass County Health Department | | | |
| Cedar County Health Department | | X | |
| Chariton County Health Center | | X | |
| Christian County Health Department | X | X | |
| City of St Joseph Health Department | X | X | |
| St Louis City Department of Health & Hospitals | | | |
| Clark County Health Department | | X | |
| Clay County Public Health Center | | | |
| Clinton County Health Department | | | |
| Cole County Health Department | | X | |
| Columbia City Health Dept. | | X | |
| Cooper County Public Health Department | | X | |
| Crawford County Nursing Service | | X | |
| Dade County Health Department | | X | |
| Dallas County Health Department | | X | |
| Daviess County Health Department | | X | |
| Dent County Health Center | | X | |
| Douglas County Health Department | X | X | |
| Dunklin County Health Department | | X | |
| Franklin County Health Department | | | |
| Gasconade County Health Department | X | X | |
| Grundy County Health Department | X | X | |
| Harrison County Health Department | | X | |

| LPHA NAME | PREP Visit Deliverables Under Section 4.21.1 to 4.21.4 | Non-CRI Deliverable 4.22 | |
|---|---|---|---|
| Henry County Health Center | | X | |
| Hickory County Health Department | | X | |
| Holt County Health Department | | X | |
| Howard County Public Health Department | | X | |
| Howell County Health Department | | X | |
| Independence City Health Department | | | |
| Iron County Health Department | | X | |
| Jackson County Health Department | | | |
| Jasper County Health Department | | X | |
| Jefferson County Health Department | | | |
| Johnson County Health Department | X | X | |
| Joplin City Health Department | | X | |
| Kansas City Health Department | | | |
| Knox County Health Department | | X | |
| Laclede County Health Department | X | X | |
| Lafayette County Health Department | | X | |
| Lawrence County Health Department | X | X | |
| Lewis County Health Department | | X | |
| Lincoln County Health Department | | | |
| Linn County Health Department | | X | |
| Livingston Coutny Health Center | X | X | |
| Macon County Health Department | | X | |
| Madison County Health Department | | X | |
| Marion County Health Department and Home Health Agency | X | X | |
| McDonald County Health Department | X | X | |
| Mercer County Health Department | | X | |
| Miller County Health Department | | X | |
| Mississippi County Health Department | | X | |
| Moniteau County Health Center | X | X | |
| Monroe County Health Department | | X | |
| Montgomery County Health Department | | X | |
| Morgan County Health Center | | X | |
| New Madrid County Health Department | X | X | |
| Newton County Health Department | | X | |
| Nodaway County Health Center | | X | |
| Oregon County Health Department | X | X | |
| Osage County Health Department | | X | |
| Ozark County Health Center | X | X | |
| Pemiscot County Health Center | | X | |
| Perry County Health Department | | X | |
| Pettis County Health Center | X | X | |
| Phelps/Maries County Health Department | X | X | |

| LPHA NAME | PREP Visit Deliverables Under Section 4.21.1 to 4.21.4 | Non-CRI Deliverable 4.22 | |
|---|---|---|---|
| Pike County Health Department Home Care & Hospice | | X | |
| Platte County Health Department | | | |
| Polk County Health Department | | X | |
| Pulaski County Health Department | | X | |
| Putnam County Health Department | | X | |
| Ralls County Health Department | | X | |
| Randolph County Health Department | | X | |
| Reynolds County Health Center | X | X | |
| Ripley County Public Health Center | | X | |
| Saline County Health Department | | X | |
| Schuyler County Health Department | X | X | |
| Scotland County Health Department | | X | |
| Scott County Health Department | | X | |
| Shannon County Health Center | | X | |
| Shelby County Health Department | | X | |
| Springfield-Greene County Health Department | | X | |
| St Charles County Dept. of Community Health & Environment | | | |
| St Clair County Health Center | | X | |
| St Francois County Health Center | | X | |
| St Louis County Department of Health | | | |
| Ste Genevieve County Health Department | X | X | |
| Stoddard County Public Health Center | | X | |
| Stone County Health Department | | X | |
| Sullivan County Health Department | X | X | |
| Taney County Health Department | | X | |
| Texas County Health Department | | X | |
| Tri-County Health Department | X | X | |
| Vernon County Health Department | X | X | |
| Warren County Health Department | | | |
| Washington County Health Department | | X | |
| Wayne County Health Center | | X | |
| Webster County Health Unit | | X | |
| Wright County Health Department | | X | |

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

# Subrecipient Annual Financial Report

| 1. Contractor Name and Complete Address | | | |
|---|---|---|---|
| | | | |
| 2. Contract Number | 3. Contract Period (MM/DD/YY) From: | To: | 4. Contractor Identifying Number (optional) |
| | | | |
| 5. DUNS Number | 6. EIN | 7. Report Type ☐ Annual ☐ Final | |
| | | | |

**8. Transactions**

**Contract Expenditures:**

| | |
|---|---|
| 8a. Total contract funds authorized: | |
| 8b. Total expenditures: | |
| 8c. Unspent balance of contract funds (line a minus b): | $0.00 |

**Match Requirements (if required by the contract):**

| | |
|---|---|
| 8d. Total match required: | |
| 8e. Total match expenditures: | |
| 8f. Remaining match to be provided (line d minus e): | $0.00 |

9. Remarks: Attach any explanations deemed necessary.

**10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).**

| 11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor | 11b. Telephone (Including Area Code) | 11c. Email Address |
|---|---|---|
| | | |
| 11d. Signature of Authorized Certifying Official of the Contractor | | 11e. Date Report Submitted (MM/DD/YY) |
| | | |

MO 580-3091 (07-17)

## *JOPLIN CITY HEALTH DEPARTMENT*
## Public Health Emergency Preparedness Budget
## FY21 (July 1, 2020 - June 30, 2021)

| Category | Budget | Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only) |
|---|---|---|
| Personnel Services | 27,294.00 | 27,294.00 |
| Fringe Benefits | 11,800.00 | 11,800.00 |
| Travel | 50.00 | 50.00 |
| Equipment | | |
| Supplies | 0.00 | 0.00 |
| Other | 54.00 | 54.00 |
| Contractual | | |
| Subcontractor #1 (Enter Name) | 0.00 | 0.00 |
| Subcontractor #2 (Enter Name) | 0.00 | 0.00 |
| Subcontractor #3 (Enter Name) | 0.00 | 0.00 |
| Subcontractor #4 (Enter Name) | 0.00 | 0.00 |
| Subcontractor #5 (Enter Name) | 0.00 | 0.00 |
| Total Direct Costs | 39,198.00 | |
| Indirect (Administrative) Cost | 0.00 | |
| **TOTAL CONTRACT** | **39,198.00** | |

| | |
|---|---|
| Allowed cost for the calculation of Indirect (Administrative) Costs: | 39,198.00 |
| If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting. | 0.00% |
| Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No) | no |
| Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement. | |

**EXHIBIT 1**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**
**The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

| | |
|---|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm. |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

**Business entity,** as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

## BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that_____(Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract Number/Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity,_____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

| | |
|---|---|
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Company Name (if applicable) | Date |

*Complete the following if you DO NOT meet the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530. (Do not complete Box B.)*

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that_____(Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

| | |
|---|---|
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature |
| Business Entity Name | Date |
| E-Mail Address | |

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now_____(Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm_____(Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that_____(Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

| | |
|---|---|
| Authorized Representative's Signature | Printed Name |
| Title | Date |
| E-Mail Address | E-Verify Company ID Number |

Subscribed and sworn to before me this_____(DAY) of_____(MONTH, YEAR). I am commissioned as a notary public within the County of_____(NAME OF COUNTY), State of _____(NAME OF STATE), and my commission expires on_____(DATE).

| | |
|---|---|
| Signature of Notary | *Date* |

*(Complete the following if you have the Exception Certification and a valid E-Verify Memorandum of Understanding (MOU) with the State of Missouri. If completing Box C – no other box is to be completed.)*

## BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that_____(Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted:

_____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

_____
(if known)

| | |
|---|---|
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature |
| E-Verify MOU Company ID Number | E-Mail Address |
| Business Entity Name | Date |

## FOR STATE USE ONLY

Documentation Verification Completed By:

| | |
|---|---|
| Buyer | Date |

# STATE OF MISSOURI
# DEPARTMENT OF HEALTH AND SENIOR SERVICES

## TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

## 1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

## 2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) maybe rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

## 6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## 1. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## 2. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## 3. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## 4. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## 5. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 6. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## 7. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

## 8. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

# CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

| | | | | | |
|---|---|---|---|---|---|
| **Tracking #** | 48520 | **State:** 0% | $0.00 | **Federal:** 100% | $39,198.00 |
| **Contract Title:** | PUBLIC HEALTH EMERGENCY PREPAREDNESS | | | | |
| **Contract Start:** | 7/1/2020 | **Contract End:** | 6/30/2021 | **Amend#:** 00 | **Contract #:** |
| **Vendor Name:** | JOPLIN CITY HEALTH DEPARTMENT | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **CFDA:** | 93.069 | **Research and Development:** | N | | |
| **CFDA Name:** | PUBLIC HEALTH EMERGENCY PREPAREDNESS | | | | |
| **Federal Agency:** | DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION | | | | |
| **Federal Award:** | * | | | | |
| **Federal Award Name:** | * | | | | |
| **Federal Award Year:** | 2020 | **DHSS #:** | CDC-RFA-TP19-190102-FOA | **Federal Obligation:** | $39,198.00 |

*** The Department will provide this information when it becomes available.**

**Project Description:**

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-508 – Approving a contract with MetLife to provide long-term disability insurance for city employees.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-508 Ordinance; Exhibit "A" MetLife Contract

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves disability insurance coverage for city employees effective on January 1, 2021.

**BACKGROUND**
In February, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations at a recent council meeting. Council approved the recommendations in order to finalize contracts for formal approval. Vendors are selected for a five-year period beginning on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees. Benefits remain the same during this five-year period.

MetLife is the recommended vendor for long-term disability insurance coverage. Currently, the monthly cost per $1,000 of salary for general employees is $.29 and $.441 for public safety employees. MetLife bid $.18 for general employees and $.183 for public safety employees per $1,000 of salary. The provisions of this insurance coverage are the same as the current benefit.

The anticipated total annual cost is $26,000.00, which is a projected annual savings of $21,600.00. MetLife bid a three-year rate guarantee, so there will be no increase for 2021 through 2023.

**FUNDING SOURCE**
This item is included in all funds based on payroll.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis in order to begin new vendor implementation and ensure the benefits are established and in place by January 1, 2021 to minimize disruption for employees.

**COUNCIL BILL NO. 2020-508** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and MetLife to provide disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and MetLife to provide disability insurance coverage for City employees on behalf of the employer, the City of Joplin.

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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves disability coverage for City employees.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT “A”



# City of Joplin

**Long Term Disability**

Proposal produced on June 18, 2020
This quote is valid for 90 days from date of proposal

# City of Joplin
# Rate Summary

| Coverage | Participating Lives | Covered Volume | Rates | Annual Premium |
|---|---|---|---|---|
| **LTD Option 1.1** 5712021 | | | | |
| **Long Term Disability** | 494 | $1,648,410 | | $35,700 |
| AAFT EXCL Pension Disability Public Safety EEs ***(per $100 Covered Monthly Payroll)*** | 433 | $1,385,863 | $0.18* | |
| AAFT Pension Disability Public Safety Employees ***(per $100 Covered Monthly Payroll)*** | 61 | $262,547 | $0.183* | |
| Rates are guaranteed from January 1, 2021 - December 31, 2023 | | | | |

* Please note that the fee for EAP services will be payable in combination with your Disability or Life Insurance premium. Upon agreement of these fees, MetLife will attach an EAP overview summary to the end of the Disability or Life insurance certificate and this attachment will constitute your agreement to purchase EAP services from MetLife.

Employee Assistance Program services are provided by LifeWorks US under an agreement with MetLife.

Signature: Date:

# Summary of Benefits
# Long Term Disability - LTD Option 1.1

| Long Term Disability | | |
|---|---|---|
| **Class Description** | AAFT EXCL Pension Disability Public Safety EEs (30 Hours) | AAFT Pension Disability Public Safety Employees (30 Hours) |
| **Monthly Benefit** | 50% of Predisability Earnings | 50% of Predisability Earnings |
| **Maximum Monthly Benefit** | $5,000.00 | $5,000.00 |
| **Minimum Monthly Benefit*** | Greater of 15% of monthly benefit or $50.00 | Greater of 15% of monthly benefit or $50.00 |
| **Elimination Period** | 90 Days or until the end of the STD Maximum Benefit Period. | 90 Days or until the end of the STD Maximum Benefit Period. |
| **Own Occupation Period** | 24 months | 24 months |
| **Social Security Integration** | Family Social Security | Family Social Security |
| **Benefit Duration** | RBD w/ SSNRA | RBD w/ SSNRA |
| | The later of Your Normal Retirement Age as defined by Social Security or the period shown below:<br>**Age on Date of Your Disability** / **Benefit Duration**<br>less than 60 — to age 65<br>60 — 60 months<br>61 — 48 months<br>62 — 42 months<br>63 — 36 months<br>64 — 30 months<br>65 — 24 months<br>66 — 21 months<br>67 — 18 months<br>68 — 15 months<br>69 and over — 12 months | The later of Your Normal Retirement Age as defined by Social Security or the period shown below:<br>**Age on Date of Your Disability** / **Benefit Duration**<br>less than 60 — to age 65<br>60 — 60 months<br>61 — 48 months<br>62 — 42 months<br>63 — 36 months<br>64 — 30 months<br>65 — 24 months<br>66 — 21 months<br>67 — 18 months<br>68 — 15 months<br>69 and over — 12 months |
| **Rehabilitation Incentives included in quote** (details in limitations and definitions) | Work Incentive<br>Rehabilitation Program Incentive<br>Family Care Incentive<br>Moving Expense Incentive | Work Incentive<br>Rehabilitation Program Incentive<br>Family Care Incentive<br>Moving Expense Incentive |
| **Employee Assistance Program** | Option 1, 5 sessions. | Option 1, 5 sessions. |
| **Survivor Benefit** | Included in this quote | Included in this quote |
| **Portability** | Included in this quote | |
| **Cost of Living Adjustment** | Cost of Living Adjustment does not apply. | Cost of Living Adjustment does not apply. |
| *The minimum monthly benefit is subject to overpayment situations and any applicable rehabilitation incentives. | | |

| Long Term Disability | Rate per $100 Of Covered Monthly Payroll | Covered Monthly Payroll | Est Monthly Premium | Est Annual Premium |
|---|---|---|---|---|
| AAFT EXCL Pension Disability Public Safety EEs | | | | |
| Standalone | $0.18 | $1,385,863 | $2,495 | $29,935 |
| AAFT Pension Disability Public Safety Employees | | | | |
| Standalone | $0.183 | $262,547 | $480 | $5,766 |
| Rates are guaranteed from January 1, 2021 - December 31, 2023 (36 months) | | | | |

| AAFT EXCL Pension Disability Public Safety EEs | |
|---|---|
| **Limitations and Definitions** | |
| **Definition of Disability** | Due to a Sickness, or as a direct result of accidental injury:<br>The employee is receiving Appropriate Care and Treatment determined by their Physician as necessary to treat the Sickness or injury and complying with the requirements of such treatment, and<br>• During the elimination period and the next 24 months is unable to earn more than 80% of predisability earnings at their Own Occupation for any employer in their Local economy, and<br>• After such period, is unable to earn more than 60% of their predisability earnings from any employer in their Local economy at any gainful occupation for which they are reasonably qualified taking into account their training, prior education and experience. |
| **Definition of Predisability Earnings** | The amount of the employee's gross salary or wages from his/her employer as of the day before his/her disability began. Predisability earnings includes: **Basic earnings only**.<br><br>The term does not include:<br>• The grant, award, sale, conversion, and/or exercise of shares of stock or stock options;<br>• The Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or<br>• Any other compensation from the Employer. |
| **Pre-Existing Conditions** | 3/12 |
| **Pre-Existing Condition Limitation** | Pre-existing Condition means a Sickness or accidental injury for which the employee:<br>• Received medical treatment, care, or services; or<br>• Took prescription medication or had medications prescribed<br>in the 3 months before insurance or any increase in the amount of insurance under the certificate takes effect.<br>We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a Disability that results for a Pre-existing Condition, if the employee has been Actively at Work for less than 12 consecutive months after the date their Disability insurance or the elected increase in the amount of such insurance takes effect under the certificate. |
| **Work Incentive** | While disabled and receiving a Monthly Benefit, employees may receive up to 100% of Predisability Monthly Earnings, including family care expense reimbursement, Rehabilitation incentive, return-to-work earnings, and other income benefits. After the first 24 months following the employees return to work, MetLife will reduce the employees Monthly Benefit by 50% of the amount the employee earns from working while Disabled. |

| | |
|---|---|
| **Rehabilitation Incentive** | 10% increase in the Monthly Benefit if participating in an approved Rehabilitation Program. |
| **Family Care Incentive** | If the employee works or participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for up to $400 per month for eligible Family Care expenses incurred by an employee for each eligible family member during the first 24 months of benefit payments. |
| **Moving Expense Incentive** | Moving Expense Incentive: If the employee participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for expenses incurred in order to move to a new residence if recommended as part of the Rehabilitation Program. |
| **Temporary Recovery** | If the employee returns to Active Work before completing the Elimination Period and then becomes Disabled again due to the same or related condition, a new Elimination Period is not required provided the return to full time work is within a period of 30 work days or less. MetLife will count the days worked while Disabled toward the satisfaction of the Elimination Period. If the return to Active Work is greater than 30 work days, a new Elimination Period is required.<br><br>If the employee returns to Active Work, after they begin to receive Monthly Benefits, for a period of 180 continuous days or less and becomes Disabled again due to the same or related condition, they will not have to complete a new Elimination Period. |
| **Zero Day Residual** | If the employee continues to meet the Definition of Disability, the elimination period may be satisfied during part-time employment. |
| **Survivor Benefit** | If the employee dies while they are Disabled, a single sum payment equal to 3 times the employee's last net Monthly Benefit is made to the employee’s survivor. |
| **Portability** | Employees can purchase disability income insurance under a separate group disability contract upon the Employee's termination from the Employer's plan. |
| **Continuity of Coverage** | Provided for groups where this plan will replace an inforce insured plan in force on the day immediately preceding the effective date of this plan. |
| **Cost of Living Freeze** | Cost of Living Freeze is included in this quote. |
| **Waiver of Premium** | Premium payments for Disabled employees are waived while benefits are payable. |
| **Indexing** | For the purposes of determining whether an employee continues to be Disabled and for calculating the Work Incentive, we will add to the employee's Predisability Earnings an amount equal to the lesser CPI or 10% |

| Specific Disabilities | |
|---|---|
| **Mental or Nervous Disorders or Diseases unless due to schizophrenia, Neurocognitive Disorders** | AAFT EXCL Pension Disability Public Safety EEs<br>If the employee is Disabled, Disability benefits are limited to one occurrence per lifetime maximum of 24 months.<br><br>Bipolar I Disorder will not be limited.<br><br>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes |
| **Chronic Fatigue Syndrome and Related Disorders** | AAFT EXCL Pension Disability Public Safety EEs<br>No Limitation |
| **Neuromuscular, Musculoskeletal or Soft Tissue Disorder** | AAFT EXCL Pension Disability Public Safety EEs<br>No Limitation |
| **Alcohol, Drug or Substance Abuse or Addiction** | AAFT EXCL Pension Disability Public Safety EEs<br>If the employee is Disabled, Disability benefits are limited to one occurrence per lifetime maximum of 24 months.<br><br>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes |

| AAFT Pension Disability Public Safety Employees | |
|---|---|
| **Limitations and Definitions** | |
| **Definition of Disability** | Due to a Sickness, or as a direct result of accidental injury:<br>The employee is receiving Appropriate Care and Treatment determined by their Physician as necessary to treat the Sickness or injury and complying with the requirements of such treatment, and<br>• During the elimination period and the next 24 months is unable to earn more than 80% of predisability earnings at their Own Occupation for any employer in their Local economy, and<br>• After such period, is unable to earn more than 60% of their predisability earnings from any employer in their Local economy at any gainful occupation for which they are reasonably qualified taking into account their training, prior education and experience. |
| **Definition of Predisability Earnings** | The amount of the employee's gross salary or wages from his/her employer as of the day before his/her disability began. Predisability earnings includes: **Basic earnings only**.<br><br>The term does not include:<br>• The grant, award, sale, conversion, and/or exercise of shares of stock or stock options;<br>• The Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or<br>• Any other compensation from the Employer. |
| **Pre-Existing Conditions** | 3/12 |
| **Pre-Existing Condition Limitation** | Pre-existing Condition means a Sickness or accidental injury for which the employee:<br>• Received medical treatment, care, or services; or<br>• Took prescription medication or had medications prescribed<br>in the 3 months before insurance or any increase in the amount of insurance under the certificate takes effect.<br>We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a Disability that results for a Pre-existing Condition, if the employee has been Actively at Work for less than 12 consecutive months after the date their Disability insurance or the elected increase in the amount of such insurance takes effect under the certificate. |
| **Work Incentive** | While disabled and receiving a Monthly Benefit, employees may receive up to 100% of Predisability Monthly Earnings, including family care expense reimbursement, Rehabilitation incentive, return-to-work earnings, and other income benefits. After the first 24 months following the employees return to work, MetLife will reduce the employees Monthly Benefit by 50% of the amount the employee earns from working while Disabled. |

| | |
|---|---|
| **Rehabilitation Incentive** | 10% increase in the Monthly Benefit if participating in an approved Rehabilitation Program. |
| **Family Care Incentive** | If the employee works or participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for up to $400 per month for eligible Family Care expenses incurred by an employee for each eligible family member during the first 24 months of benefit payments. |
| **Moving Expense Incentive** | Moving Expense Incentive: If the employee participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for expenses incurred in order to move to a new residence if recommended as part of the Rehabilitation Program. |
| **Temporary Recovery** | If the employee returns to Active Work before completing the Elimination Period and then becomes Disabled again due to the same or related condition, a new Elimination Period is not required provided the return to full time work is within a period of 30 work days or less. MetLife will count the days worked while Disabled toward the satisfaction of the Elimination Period. If the return to Active Work is greater than 30 workdays, a new Elimination Period is required.<br><br>If the employee returns to Active Work, after they begin to receive Monthly Benefits, for a period of 180 continuous days or less and becomes Disabled again due to the same or related condition, they will not have to complete a new Elimination Period. |
| **Zero Day Residual** | If the employee continues to meet the Definition of Disability, the elimination period may be satisfied during part-time employment. |
| **Survivor Benefit** | If the employee dies while they are Disabled, a single sum payment equal to 3 times the employee's last net Monthly Benefit is made to the employee's survivor. |
| **Continuity of Coverage** | Provided for groups where this plan will replace an inforce insured plan in force on the day immediately preceding the effective date of this plan. |
| **Cost of Living Freeze** | Cost of Living Freeze is included in this quote. |
| **Waiver of Premium** | Premium payments for Disabled employees are waived while benefits are payable. |
| **Indexing** | For the purposes of determining whether an employee continues to be Disabled and for calculating the Work Incentive, we will add to the employee's Predisability Earnings an amount equal to the lesser CPI or 10% |
| **Specific Disabilities** | |

| | |
|---|---|
| **Mental or Nervous Disorders or Diseases unless due to schizophrenia, Neurocognitive Disorders** | AAFT Pension Disability Public Safety Employees<br>If the employee is Disabled, Disability benefits are limited to one occurrence per lifetime maximum of 24 months.<br><br>Bipolar I Disorder will not be limited.<br><br>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes |
| **Chronic Fatigue Syndrome and Related Disorders** | AAFT Pension Disability Public Safety Employees<br>No Limitation |
| **Neuromuscular, Musculoskeletal or Soft Tissue Disorder** | AAFT Pension Disability Public Safety Employees<br>No Limitation |
| **Alcohol, Drug or Substance Abuse or Addiction** | AAFT Pension Disability Public Safety Employees<br>If the employee is Disabled, Disability benefits are limited to one occurrence per lifetime maximum of 24 months.<br><br>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes |

| Exclusions |
| --- |
| We will not pay for any Disability caused or contributed to by:<br>• War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act;<br>• Your active participation in a riot;<br>• Intentionally self-inflicted injury;<br>• Attempted suicide while sane; or<br>• Commission of or attempt to commit a felony. |

| Long Term Disability Coverage Highlights |
| --- |
| Broker Commissions included in the rate: None |
| Expected Participation: 100% |
| Employee Contributions: 0% |
| Financial Arrangement(s): Non-retrospectively Experience Rated |
| Situs is MISSOURI |
| Foreign National(s): Does Not Apply |
| Actively at Work provision applies |
| Employer FICA Match: MetLife is not the agent for purposes of remitting the Employer share of FICA. MetLife is not the agent for tax remitting; therefore the Employer is responsible for issuing W-2s, remitting and reporting the Employer share of FICA, reporting wages and taxes on their Form 941 and state or federal unemployment tax remitting and reporting. If requested, MetLife will automatically withhold and remit federal and state taxes and the employee share of FICA from taxable benefit payments. MetLife will issue the W-2s for taxable benefits using the Employer's name and EIN at no charge if requested by the Employer, but we are not the agent, therefore the Employer still retains all the responsibilities noted above minus the W-2 responsibility. If the Employer uses the services of a payroll vendor, they should discuss this with the vendor to determine if it will cause any reporting issues. |
| Rehabilitation Program Participation: Disability benefit payments will end on the date the employee ceases or refuses to participate in a Rehabilitation Program that MetLife requires. |

Reductions: Benefits will be reduced by income and recoveries from certain other sources including but not limited to: Social Security disability or retirement benefits received or eligible to receive because of Disability; any state, public or federal employee retirement or disability plan benefits received or eligible to receive because of Disability, including State Teachers Retirement System (STRS), Public Employee Retirement System (PERS) or Federal Employee Retirement System (FERS); group insurance policies; certain early retirement plans; no-fault auto laws; governmental compulsory benefit plan or program; other disability programs or plans, sick pay, vacation pay, or other salary continuation; Workers' Compensation benefits; occupational disease laws; maritime maintenance and cure; third party recoveries; and unemployment insurance laws or programs.

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, a government compulsory plan or program, or STRS, PERS or FERS Benefit Plans or Programs, we expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge. With respect to benefits under a government compulsory plan or program or STRS, PERS or FERS Benefit Plans or Programs, to apply means to pursue such benefits through all applicable levels of appeal provided for under such benefit plans or programs.

We will reduce the amount of Your Disability benefit by the amount of Social Security benefits, we estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits
We will reduce Your Disability benefit by the amount of such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefit that We estimate You are eligible to receive, if We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment under this certificate coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefits under any such plans or programs.

MetLife has made every effort to quote a plan that matches the substance of the requested plan design to the best of our ability, based on the plan documentation made available at the time of quote. The actual language used in the contracts will reflect what is filed in the applicable jurisdictions. Our rates are based on the plan design illustrated in this Cost & Benefit Summary.

## Employee Assistance Program – Standard

Employee Assistance

- Toll-free telephone assessments, referrals and counseling
- Work and Life Services – Childcare, Eldercare, Financial, Pre-Retirement

Clinical Counseling

- Up to 5 distance (telephonic or video conferencing) counseling sessions per incident with licensed counselor

Web-Based Services

- Articles, Checklists, and Worksheets – cover substance abuse, anger management, depression, grief and loss, stress, coping with disaster, childcare, adult care, health/fitness, working/living, communication/relationships, retirement, finance
- Online provider search, self-referrals and authorizations
- Online assessments for depression, stress, anxiety, and insomnia
- Work/life resource and referral directory, online tools (child development tracker, interactive charts for tax, personal finance, retirement, etc.;)
- Life-events navigation – allows members to access services via common life events
- Health/Fitness, Personal Growth, Employee Development Content and Tools
- Unlimited 24/7 access to hundreds of award-winning downloadable educational materials including articles, e-booklets, audio recordings, toolkits and assessments, and more on our website, LifeWorks.com
- World-class technology platform, including the consumer-grade Lifeworks Mobile App consumer-grade mobile app
- The Well-being Feed, available exclusively through the LifeWorks Mobile App, which streams useful and informative prevention messages around health, relationships, finances and more to raise awareness and educate participants on all aspects of their wellbeing. The Well-being Feed also allows a company administrator to communicate directly with employees. This occurs through push messaging that drives wellbeing education and maximizes awareness and utilization of benefits.

## Employer Consultation Services

- Management Consultation – Coaching discussions with managers on ways to approach difficult situations and assist employees in need.
- Job Performance Referrals (JPRs) – A program that includes customized action plan to help an employee resolve problems and improve job performance.
- Onsite Critical Incident Stress Debriefing (CISD) – Work site meetings that provide education and support to ease return to work and help employees cope with a traumatic event. **Fee for Service**
- Training and Development Seminars and Workshops – Offering a wide variety of workshops as well as training services that will help your business succeed. **Fee for Service**
- Orientations for Employees / Supervisors – Session to learn and review the kinds of counseling and other assistance available through the EAP. **Fee for Service**

LifeWorks will be solely responsible for all services provided under the Employee Assistance Program (EAP).

| Underwriting Assumptions |
| --- |
| ***PlanSmart****- PlanSmart is a multifaceted program, offered at no additional cost, which enables you to provide your employees with access to a range of financial and retirement education resources through on-site workshops, with optional personal consultations and decision-support assistance.<br><br>*Retirewise* - Retirewise is an in-depth program consisting of a four-part series of workshops that deliver objective information covering a broad spectrum of retirement issues from Estate Planning to Tax Planning. Each workshop is delivered by a locally based financial professional.<br><br>*Certain conditions apply. Please discuss with your MetLife representative to determine if this program is right for your company. |
| WillsCenter.com: Online will prep service offered through SmartLegalForms, Inc., available to all customers at no charge. |
| If insurance coverage is provided, it will be governed by the terms and conditions of the insurance policy and applicable law. If administrative services are provided, they are governed by the terms and condition of the administrative services agreement and by applicable law. |
| If MetLife is requested to duplicate contractual provisions from the prior carrier, such provisions must be compatible with all MetLife's standards. |
| The quoted rates and or fees are based upon the request received. If new or additional information in connection with this request is provided, MetLife reserves the right to change its quote at any time before the effective date. After the effective date, rate and or fees are subject to the terms and conditions of the policy and or administrative services agreement. |
| Only those eligible persons residing in the United States may be covered. Any others must be approved by MetLife. |
| **NOTICE REGARDING NON-US COVERAGE**<br>When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a Metropolitan Life Insurance Company (MLIC) affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MLIC or any other insurer that is not a member of MAXIS GBN. Please note that while MLIC is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund. |
| Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures. |
| SIC Code: 9111 |

## U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, herein called MetLife, enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products *("Products")* with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products *(each an "Intermediary")*. MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business *(number of products sold or dollar value of premium)* with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife *(e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements)*.

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

## Non-U.S. Coverage

When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0320002233[exp1220][All States][DC,GU,MP,PR,VI]
L0818507932[exp0820][All Territories]

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-509 – Approving a contract with Delta Dental to provide dental insurance for city employees.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-509 Ordinance; Exhibit "A" Delta Dental Contract

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves dental insurance coverage for city employees effective on January 1, 2021.

**BACKGROUND**
In February, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations at a recent council meeting. Council approved the recommendations in order to finalize contracts for formal approval. Vendors are selected for a five-year period beginning on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees. Benefits remain the same during this five-year period.

Delta Dental is the recommended vendor for dental insurance coverage. Currently, the annual cost to the City is $325,100.00. Delta Dental bid an annual cost to the City of $303,000.00, The provisions of this insurance coverage are the same as the current benefit. This is a projected annual savings of $22,100.00. Delta Dental bid a two-year rate guarantee, so there will be no increase for 2021 through 2022.

**FUNDING SOURCE**
This item is included in all funds based on payroll.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis in order to begin new vendor implementation and ensure the benefits are established and in place by January 1, 2021 to minimize disruption for employees.

**COUNCIL BILL NO. 2020-509** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin.

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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

DELTA DENTAL

**ENROLLMENT AGREEMENT**

EXHIBIT "A"

Delta Dental of Missouri ("DDMO") and City of Joplin ("Company" or "Group") agree as follows.

1. Benefits - Commencing with the Effective Date, DDMO will furnish benefits for dental care to eligible and enrolled employees of Company and, if applicable, their eligible and enrolled dependents in accordance with the Group Membership Certificate, the applicable Schedule of Benefits, and the Summary Plan Description issued by DDMO for Group from time to time (all of which are made a part of this Agreement), provided that applicable dues have been paid. Copies of the Group Membership Certificate, the Schedule of Benefits, and Summary Plan Description in effect on the Effective Date are attached to this Agreement.

2. **Group Members, Dues and Member Communications –**
   (a) Company, as sponsor for the group health plan, will give each eligible employee an opportunity to enroll and become a DDMO member, and will remit to DDMO the applicable dues. The Company may enter into agreements related to business divestitures that allow employees affected by a divestiture to remain enrolled in Company benefit plans after termination of employment by the Company. In such an event, the Company will continue to remit to DDMO applicable dues for affected individuals for the period of time specified in such an agreement, and such individuals will be encompassed in the term "employees" as used herein.
   (b) On behalf of its enrolled employees and their dependents, Company will receive certain documents and notices from DDMO (e.g., individual certificate of coverage, privacy notices), and agrees to provide such documents and notices to the enrolled employees and their dependents in accordance with applicable law and the direction of DDMO. Company will indemnify, defend and hold harmless DDMO from and against any losses, penalties, damages or injuries (including reasonable attorneys' fees) that DDMO sustains as a result of Company's failure to comply with this Section 2(b).

3. **Enrollment Conditions –**
   (a) Company certifies that, as of the Effective Date, it has 500 eligible employees.
   (b) Company agrees that at least 93 % of its eligible employees as of the Effective Date and 0 % of such employees' eligible dependents must be enrolled under this Agreement as DDMO members.
   (c) If the number of DDMO members participating under this Agreement is ever less than that required in Section 3(b) above, DDMO may terminate this Agreement by giving written notice of termination to Company or change the dues by giving at least 31 days' written notice to Company, which shall be effective as of the date specified by DDMO in the notice.
   (d) DDMO enrollment regulations in force from time to time shall apply to this Agreement and to Company's memberships hereunder. Such regulations may be waived by DDMO signing an attachment to this Agreement. Unless so waived, these regulations are incorporated herein by this reference.

4. **Termination –** Either party may terminate this Agreement on an anniversary of the Renewal Date or after the Initial Term in accordance with Section 9. Termination of this Agreement for any reason terminates the DDMO membership hereunder of the enrolled employees of Company (and their enrolled dependents). Termination of a business unit or portion of a business unit of the Company due to a business divestiture does not constitute termination of this Agreement, except as otherwise set forth therein.

5. **Data on Members -** Company will furnish DDMO with all data necessary to the determination of dues, payment of benefits, or administration of any provisions of this Agreement, the Group Membership Certificate, the applicable Schedule of Benefits, and the Summary Plan Description. Such data includes names, age and sex, dates of eligibility and termination, and any other relevant information DDMO requests.

6. **Inadvertent Error** - Inadvertent or clerical error by either Company or DDMO shall not prejudice any person's coverage. However, if any such error is discovered to have resulted in reduction or non-payment of dues which should otherwise have been payable, Company shall remit such dues. Conversely, if such error is found to have resulted in an overpayment, DDMO shall refund such overpayment.

7. **Dues** - All dues and service charges shall be due and payable in advance. The initial charges must be paid on or before January 1, 2021. Dues and service charges may be paid within a grace period of 31 days from the due date of each payment after the initial payment.

   DDMO may change the dues by giving 31 days' written notice to Company. Such change shall only be effective on the Renewal Date of this Agreement or any anniversary of the Renewal Date, unless the change is the result of a change in the number of members as provided in Section 3(c) above, or a change in benefits required by state or federal law or any change in the interpretation of state or federal law.

8. **Effective Date and Renewal Date** - For the purpose of carrying out the provisions of this Agreement, the effective date January 1, 2021 ("Effective Date") and the renewal date is January 1, 2023 ("Renewal Date").

9. **Term** - This Agreement shall continue in force for a period of 24 months beginning with the Effective Date (the "Initial Term"). After the Initial Term, it will automatically renew for successive terms of one year each commencing on the Renewal Date and each anniversary of the Renewal Date unless not later than 31 days prior to the end of the then-current term either party notifies the other party that this Agreement will not renew, in which event this Agreement will expire on the last day of the then-current term. This Agreement replaces any prior agreement between Company and DDMO.

10. **Status** – DDMO may provide enrollment and disenrollment information to the "Plan Sponsor" (within the meaning of 45 CFR 164.103) or a "Business Associate" (within the meaning of 45 CFR 160.103) of the Plan. The Company certifies that it is the "Plan Sponsor" for the group health plan which includes the dental benefits provided hereunder ("Plan"). The Company agrees that it will have and maintain a fully-executed Business Associate Agreement with any "producer" or "agent of record" designated by the Company for the Plan ("Broker") that provides services for or on behalf of the Plan, and will promptly notify DDMO, in writing, of such designated person and any changes thereto. The Company will provide a copy of such fully- executed Business Associate Agreement to DDMO, upon its request. The Company authorizes to DDMO to disclose to the Broker information and data concerning the Plan's dental benefits and claims, participation in the Plan, enrollment in or disenrollment from the Plan and other information relating to the Plan.

11. **Acceptance By Company** - The Company shall, and is hereby deemed to, accept and be bound by this Agreement by payment of the Company's dues or by the signature of an authorized Company officer below.

| | |
|---|---|
| City of Joplin | Delta Dental of Missouri |
| Company | |
| | |
| Authorized Officer | Authorized Officer |
| | President and CEO |
| Title | Title |
| | |
| Date of Signing | Date of Signing |

DELTA DENTAL

**GROUP DATA FORM – FULLY INSURED**

☑ Dental ☐ Vision ☐ Both

☑ New Group ☐ Change ☐ New Add

Legal Name of Group (Group Sponsor) City of Joplin Phone #: (417)624-0820

Address: 602 S. Main St. City: Joplin State: MO Zip: 64801

Tax ID #: _____ Plan's Fiscal Year End: 12/31 Plan # (3 digit, assigned by plan sponsor): _____ SIC Code: 9121

| | Name & Title | Address, if different | Phone # | E-mail Address |
|---|---|---|---|---|
| Plan Administrator | | | | |
| Billing Contact | | | | |
| Trustee | | | | |
| Agent of Legal Service | | | | |

**Effective Date:** January 1, 2021

**Eligibility provision, choose one:**

☐ Coverage begins on the 1st of the month following _____ days of employment. Coverage ends on the last day of the month.

☐ Coverage begins on the date of employment. Coverage ends on the day employment terminates.

☐ Coverage begins on the day following _____ days of employment. Coverage ends on the day employment terminates.

☐ Other (explain): _____

**Dependent children, choose one:**

☐ Dependent children covered from birth to the end of the month in which they turn age 26.

☐ Other _____

**Coverage Available for Domestic Partners:** ☐ Yes ☐ No

Applicable employees working _____ hours per week are eligible for coverage.

**Dental (if applicable):**

Company agrees to contribute _____% of the employee dues and _____% of the dependent dues.

Company agrees that at least _____% of eligible employees and _____% of eligible dependents must be enrolled.

**Prior coverage**: ☐ Yes ☐ No If yes, name of carrier: _____

**If applicable**, Company currently has _____ eligible participants (_____%) **literate in the same non-English language**.

What language(s) _____.

**Vision (if applicable):**

Company agrees to contribute _____% of the employee dues and _____% of the dependent dues.

**Prior coverage**: ☐ Yes ☐ No If yes, name of carrier: _____

**Invoice Type, choose one**: ☐ Preferred option - Electronic retrieval – On-Line Access ☐ Paper invoice mailed

**Does the invoice need to be separated by division, class, or location?** ☐ Yes ☐ No If yes, please **submit** division listing with your enrollment.

**AGENT/AGENCY INFORMATION**

**Legal Agency Name:** Segal **Tax ID:** _____

**Business Address:** 101 N. Wacker Dr. Suite 500

**City:** Chicago **State:** IL **Zip:** 60606

**Agent Name:** John Hardy **Agent License #:** _____

**Agent Phone:** (312)984-8651 **Agent Email:** jhardy@segalco.com

**Agent/Agency Commission: Dental** 0 **%** **Vision** _____ **%**

**TPA Name:** _____ **TPA Admin Fee %:** _____ **TPA Tax ID:** _____

**GA Name:** _____ **GA Admin Fee %:** _____ **GA Tax ID:** _____

**If applicable, attach the following documents:**

Rates and benefit plan(s) agreed upon.

A copy of your current schedule of benefits/SPD outlining prior coverage, coinsurance, deductibles, maximums, and benefit period.

**A check for the initial monthly dues must accompany this application.** (If after the 10th of the month of coverage, two month's premium is required.)

**Standard delivery for contracting documents to Plan Sponsor for distribution will be electronic.**

GROUP SPONSOR: I VERIFY THAT THE PRECEDING INFORMATION IS CORRECT.

_____ _____

Signature and Title Date

The contract becomes valid and effective only after Delta Dental has accepted and returned a fully executed contract to the group sponsor. Any misrepresentation of submitted data may cause the contract to be declared null and void by Delta Dental.

**DELTA DENTAL**
**THIRD PARTY DISCLOSURE ACKNOWLEDGEMENT**

City of Joplin ("Plan Sponsor") and Delta Dental of Missouri ("Delta Dental") entered into a contract ("Enrollment Agreement") under which Delta Dental provides either prepaid dental benefits or administrative services in connection with Plan Sponsor's employee welfare benefit plan ("Plan"). Plan Sponsor has retained Segal ("Vendor") for purposes of providing certain services ("Services") in connection with its Plan.

In connection with such Services, Plan Sponsor requests that Delta Dental disclose to Vendor certain information concerning Delta Dental, its business, networks or operations, the Plan's dental benefits, participation in the Plan, enrollment in or disenrollment from the Plan and other matters that Delta Dental deems to be confidential or proprietary to Delta Dental, the Plan, Plan Sponsor or individuals. Plan Sponsor acknowledges that the requested disclosure and use do not violate the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as from time to time amended and all regulations promulgated thereunder, and this request for disclosure is being made by a person authorized under HIPAA and the Plan to make such request.

Plan Sponsor also acknowledges that a fully-executed Business Associate Agreement is in place with Vendor for the Plan and will provide a copy of such fully-executed agreement to Delta Dental, upon its request.

Plan Sponsor further acknowledges that Delta Dental will be informed in writing, via certified mail, of any termination or change in the scope of Services provided by Vendor at least 30 days prior to the effective date of such termination or change. Written notice should be sent to the following address:

Karl Mudra
CIO, Security Officer
Delta Dental of Missouri
12399 Gravois Rd
St. Louis, MO 63127

**Plan Sponsor**

By:_____
Authorized Signature

Print Name:_____

Print Title:_____

Date:_____

DELTA DENTAL® DeltaVision®

# REQUEST FOR ACCESS TO ONLINE EMPLOYER PORTAL

**GROUP NAME:** City of Joplin

**ACCESS FOR** ■ **DENTAL** [■ Full Update Access ☐ View Only] ☐ **VISION** [☐ Full Update Access ☐ View Only]

Group Number _____ Group Number _____

Sublocations: ■ All ☐ Other (list below) Sublocations: ☐ All ☐ Other (list below)

_____ _____

_____ _____

***(If only specific sublocations are needed, please list them individually in the "Other" section above.)***

---

## KEY USER INFORMATION

NOTE: Separate accounts will be created for the Dental and Vision Employer Portals. Only Authorized Key User, listed below, will have the ability to grant employees of Group, including temporary employees and contracted staff, herein referred to as "Workforce," access to the Employer Portal(s) for the benefit plans specified above. Authorized Key User and other Workforce members granted access will collectively be referred to as "Authorized Individuals." It will be the responsibility of Authorized Key User to manage user access for Group including any additions, terminations or modifications. If access is needed for a broker, consultant, TPA or other third party please contact your group accounts representative.

AUTHORIZED KEY USER'S NAME: _____

AUTHORIZED KEY USER'S WORK EMAIL ADDRESS: _____
*(Username and password will be emailed to this address)*

AUTHORIZED KEY USER'S WORK PHONE NUMBER: _____

Delta Dental of Missouri ("DDMO") permits Authorized Individuals to open Employer Portal user accounts to submit enrollment data on Group's behalf and to access certain other Group benefit plan data. Group, acting through its undersigned authorized representative, (a) certifies that the Authorized Individuals are authorized to submit data to DDMO on Group's behalf for the benefit plans specified above; (b) accepts and agrees to comply with DDMO's Terms and Conditions of Use, available for review online at https://www.deltadentalmo.com/; and (c) agrees to the following conditions: (1) DDMO may rely on all electronically submitted data to the same extent as if submitted by non-electronic means; (2) Group shall ensure that Authorized Individuals safeguard account information to access the Employer Portal(s), including username and password, do not share or disclose user name or password to any party and shall immediately notify DDMO in writing if the confidentiality or security of such account information is compromised; (3) Authorized Key User shall ensure that all Authorized Individuals are members of Group's Workforce and shall immediately terminate access for any Authorized Individual who leaves Group's Workforce or otherwise no longer requires access; (4) Authorized Key User will not grant access to anyone not a part of Group's Workforce and will instead require that any third party performing services on Group's behalf requiring access to the Employer Portal request access directly through DDMO; (5) Group shall ensure its Authorized Individuals safeguard and hold in confidence all information accessed via the Employer Portal(s), and only access, use or disclose any information as permitted by law, including HIPAA; (6) Group shall be solely responsible for any liability arising from the use of the Employer Portal(s) and shall indemnify, hold harmless and defend DDMO against any claim arising from any Authorized Individual's use of the Employer Portal(s) or Group's or any Authorized Individual's failure to safeguard the confidentiality and security of account information or any information available via the Employer Portal, including, but not limited to, any errors, omissions or violations of any laws; Upon termination of the applicable agreement between DDMO and Group, any and all access to the Employer Portal shall be immediately terminated. **The individual signing this form represents and warrants that they have the authority to permit the requested access and bind Group to (i) DDMO's Terms and Conditions of Use and (ii) the terms and conditions set forth above.**

Group Administrator: _____ Phone: _____

Group Administrator's Signature: _____ Date: _____

**Once completed, please email to your group accounts representative or GAService@deltadentalmo.com**

DELTA DENTAL® DeltaVision®

## REQUEST FOR ACCESS TO ONLINE EMPLOYER PORTAL
**(BROKERS, CONSULTANTS and OTHER THIRD PARTIES)**

**GROUP NAME:** City of Joplin

**ACCESS FOR** ☑ **DENTAL** [☑ Full Update Access ☐ View Only] ☐ **VISION** [☐ Full Update Access ☐ View Only]

Group Number _____ Group Number _____

Sublocations: ☑ All ☐ Other (list below) Sublocations: ☐ All ☐ Other (list below)

_____ _____

_____ _____

***(If only specific sublocations are needed, please list them individually in the "Other" section above.)***

### BROKER/CONSULTANT INFORMATION

NOTE: Separate accounts will be created for the Dental and Vision Employer Portals. Only Authorized Key User, listed below, will have the ability to grant employees of Company, including temporary employees and contracted staff, herein referred to as "Workforce," access to the Employer Portal(s) for Group's benefit plans specified above. Authorized Key User and other Workforce members granted access will collectively be referred to as "Authorized Individuals." It will be the responsibility of Authorized Key User to manage user access for Company including any additions, terminations or modifications.

COMPANY (AGENCY) NAME: _____

AUTHORIZED KEY USER'S NAME: _____ PHONE: _____

AUTHORIZED KEY USER'S BUSINESS EMAIL ADDRESS: _____
*(Username and password will be emailed to this address)*

Delta Dental of Missouri ("DDMO") permits Group to allow a third party contracted to perform services on Group's behalf ("Company") to open Employer Portal user accounts for Authorized Individuals, for the purpose of submitting enrollment data to DDMO on Group's behalf and to access certain other Group benefit plan data. Company, acting through its undersigned authorized representative, (a) certifies that, subject to Group's approval, Authorized Individuals are authorized to submit data to DDMO on Group's behalf for the benefit plans specified above; (b) accepts and agrees to comply with DDMO's Terms and Conditions of Use, available for review online at https://www.deltadentalmo.com/; and (c) agrees to the following conditions: (1) DDMO may rely on all electronically submitted data to the same extent as if submitted by non-electronic means; (2) Company shall ensure that Authorized Individuals safeguard account information to access the Employer Portal(s), including username and password, do not share or disclose user name and password to any party and shall immediately notify DDMO in writing if the confidentiality or security of such account information is compromised; (3) Authorized Key User shall ensure that all Authorized Individuals are members of Company's Workforce and shall immediately terminate access for any Authorized Individual who leaves Company's Workforce or otherwise no longer requires access; (4) Company shall ensure its Authorized Individuals safeguard and hold in confidence all information accessed via the Employer Portal(s), and only access, use or disclose any information as permitted by law, including HIPAA; (5) Company shall be solely responsible for any liability arising from the use of the Employer Portal(s) and shall indemnify, hold harmless and defend DDMO against any claim arising from any Authorized Individual's use of the Employer Portal(s) or Company's or any Authorized Individual's failure to safeguard the confidentiality and security of account information or any information available via the Employer Portal, including, but not limited to, any errors, omissions or violations of any laws. Upon termination of the applicable agreement between DDMO and Group, any and all access to the Employer Portal shall be immediately terminated. **The individual signing this form on behalf of the Company represents and warrants that they have the authority to bind Company to (i) DDMO's Terms and Conditions of Use and (ii) the terms and conditions set forth above.**

Company (Agency) Representative: _____ Title: _____

Signature: _____ Date: _____

Group certifies that it is the "Plan Sponsor" for the group health plan which includes dental and/or vision benefits. Group approves Company to access Group's information as set forth above, and agrees that DDMO shall have no liability to Group for any claim arising out of any Authorized Individual's use of the Employer Portal(s). Group acknowledges it has a Business Associate Agreement in place with Company to permit Company to access Group's information that is available on the Employer Portal(s). **The individual signing below on behalf of the Group represents and warrants that they have the authority to permit the requested access and bind the Group to the terms and conditions of this paragraph.**

Group Administrator: _____ Phone: _____

Group Administrator's Signature: _____ Date: _____

**Once completed, please email to your group accounts representative or GAService@deltadentalmo.com**

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-510 – Approving a contract with Symetra to provide life insurance for city employees.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-510 Ordinance; Exhibit "A" Symetra Contract

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves life insurance coverage for city employees effective on January 1, 2021.

**BACKGROUND**
In February, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations at a recent council meeting. Council approved the recommendations in order to finalize contracts for formal approval. Vendors are selected for a five-year period beginning on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees. Benefits remain the same during this five-year period.

Symetra is the recommended vendor for life insurance coverage. Currently, the monthly cost per $1,000 of salary is $.135. Symetra bid $.118 per $1,000 of salary for employees. The provisions of this insurance coverage are the same as the current benefit.

The anticipated total annual cost is $43,100.00, which is a projected annual savings of $6,300.00. Symetra bid a three-year rate guarantee, so there will be no increase for 2021 through 2023.

**FUNDING SOURCE**
This item is included in all funds based on payroll.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis in order to begin new vendor implementation and ensure the benefits are established and in place by January 1, 2021 to minimize disruption for employees.

**COUNCIL BILL NO. 2020-510** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Symetra to provide life insurance coverage for City employees on behalf of the employer, the City of Joplin.

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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
P.O. Box 34690
Seattle, WA 98124-1690

Phone: (800) 426-7784
Fax: (866) 348-0058
TT/TTY (800) 833-6388 (Deaf/HH only)

Leslie Haase
City of Joplin
602 South Main Street
Joplin, MO 64801

Re: Policy 01-016842-00
January 01, 2021

Dear Policyholder:

This letter contains the results of our annual review of your group insurance coverages. We have evaluated your rates using current census data and your plan's experience.

Effective January 1, 2021 your renewal rates are as follows: :

| | Lives | Volume | Current Rates | Renewal Rates |
|---|---|---|---|---|
| Basic Life | 508 | $29,912,500 | $0.115 | $0.098 |
| Basic AD&D | 508 | $29,912,500 | $0.02 | $0.02 |
| Supplemental Employee Life | 299 | $14,801,000 | Step-rates* | Step-rates* |
| Supplemental Spouse Life | 144 | $3,563,500 | Step-rates* | Step-rates* |
| Supplemental Child Life | 145 | $1,450,000 | $0.07 | $0.07 |

Symetra® is a registered service mark of Symetra Life Insurance Company.

| | Current Monthly Premium | Renewal Monthly Premium | Percent Change |
|---|---|---|---|
| Basic Life | $3,439.94 | $2,931.43 | **-15%** |
| Basic AD&D | $598.25 | $598.25 | **0%** |
| Supplemental Employee Life | $2,976.77 | $2,532.77 | **-15%** |
| Supplemental Spouse Life | $690.06 | $589.81 | **-15%** |
| Supplemental Child Life | $101.50 | $101.50 | **0%** |

- Life rates are based on per $1,000
- AD&D rates are based on per $1,000

- Renewal rates are guaranteed for 3 years from the date shown above.

If you have any questions regarding this renewal information, please contact me or Segal Consulting. We appreciate the opportunity to provide this insurance coverage and look forward to many more years of continued service to you.

Sincerely,

Bernadette McGarry
Regional Account Manager
312-517-9010
Symetra

6/19/2020
date

cc: Segal Consulting

Symetra® is a registered service mark of Symetra Life Insurance Company.

SYMETRA LIFE INSURANCE COMPANY
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

# PREMIUM RATE NOTICE

| | |
|---|---|
| Policy Number: | 01-016842-00 |
| Policyholder: | City of Joplin |
| Effective Date of Premium Rates: | January 01, 2021 |

| **Coverage** | **Monthly Rate** |
|---|---|
| Basic Life | $0.098 |
| Basic AD&D | $0.02 |
| Supplemental Employee Life | Step-rates* |
| Supplemental Spouse Life | Step-rates* |
| Supplemental Child Life | $0.07 |

- Life rates are based on per $1,000
- AD&D rates are based on per $1,000

Symetra® is a registered service mark of Symetra Life Insurance Company.

Supplemental Employee Life Step-rates are as follows:

| | Current: | Renewal: |
|---|---|---|
| **Age** | **Rate per $1,000** | **Rate per $1,000** |
| < 25 | $0.05 | $0.05 |
| 25-29 | $0.05 | $0.05 |
| 30-34 | $0.05 | $0.05 |
| 35-39 | $0.08 | $0.08 |
| 40-44 | $0.12 | $0.10 |
| 45-49 | $0.19 | $0.15 |
| 50-54 | $0.33 | $0.23 |
| 55-59 | $0.53 | $0.43 |
| 60-64 | $0.71 | $0.66 |
| 65-69 | $1.11 | $1.11 |
| 70-74 | $1.67 | $1.67 |
| 75 + | $2.90 | $2.06 |

Supplemental Spouse Life Step-rates are as follows:

| | Current: | Renewal: |
|---|---|---|
| **Age** | **Rate per $1,000** | **Rate per $1,000** |
| < 25 | $0.05 | $0.05 |
| 25-29 | $0.05 | $0.05 |
| 30-34 | $0.05 | $0.05 |
| 35-39 | $0.08 | $0.08 |
| 40-44 | $0.12 | $0.10 |
| 45-49 | $0.19 | $0.15 |
| 50-54 | $0.33 | $0.23 |
| 55-59 | $0.53 | $0.43 |
| 60-64 | $0.71 | $0.66 |
| 65-69 | $1.11 | $1.11 |
| 70-74 | $1.67 | $1.67 |
| 75 + | $2.90 | $2.06 |

Symetra® is a registered service mark of Symetra Life Insurance Company.

Rates will be guaranteed until December 31, 2023 unless there is a change in benefits, eligibility, or an Associated Company is added.

Premium rate adjustments due to change in age are effective on the policy anniversary following the date of change.

SYMETRA LIFE INSURANCE COMPANY

Margaret Meister

BY: Margaret Meister, President

Date: June 19, 2020

Instructions: (1) Use these rates beginning on the effective date shown above.
(2) Retain this Premium Rate Notice with your policy.

SYMETRA®
RETIREMENT | BENEFITS | LIFE

Symetra® is a registered service mark of Symetra Life Insurance Company.

# Underwriting Renewal Worksheet

**Case Name: City of Joplin** **Policy number: 01-016842-00**

**RAM: Bernadette McGarry** **Renewal Date: 1/1/2021**

| Basic Employee Life | | | | | |
|---|---|---|---|---|---|
| | Lives | Volume | Rate per $1,000 | Monthly Premium | Annual Premium |
| **Basic Employee Life** | **508** | **$29,912,500** | **$0.098** | **$2,931.43** | **$35,177.10** |

- There are no Basic Employee Life commissions.
- Basic Employee Life Rates are guaranteed for 3 years

| Basic Employee AD&D | | | | | |
|---|---|---|---|---|---|
| | Lives | Volume | Rate per $1,000 | Monthly Premium | Annual Premium |
| **Basic Employee AD&D** | **508** | **$29,912,500** | **$0.02** | **$598.25** | **$7,179.00** |

- There are no Basic Employee AD&D commissions.
- Basic Employee AD&D Rates are guaranteed for 3 years

| Supplemental Employee Life | | | | | |
|---|---|---|---|---|---|
| Age | Lives | Volume | Rate per $1,000 | Monthly Premium | Annual Premium |
| **< 25** | 17 | $850,000 | $0.05 | $42.50 | $510.00 |
| **25 - 29** | 30 | $1,500,000 | $0.05 | $75.00 | $900.00 |
| **30 - 34** | 44 | $2,200,000 | $0.05 | $110.00 | $1,320.00 |
| **35 - 39** | 45 | $2,250,000 | $0.08 | $180.00 | $2,160.00 |
| **40 - 44** | 42 | $2,100,000 | $0.10 | $210.00 | $2,520.00 |
| **45 - 49** | 46 | $2,300,000 | $0.15 | $345.00 | $4,140.00 |
| **50 - 54** | 29 | $1,450,000 | $0.23 | $333.50 | $4,002.00 |
| **55 - 59** | 26 | $1,300,000 | $0.43 | $559.00 | $6,708.00 |
| **60 - 64** | 14 | $700,000 | $0.66 | $462.00 | $5,544.00 |
| **65 - 69** | 2 | $65,000 | $1.11 | $72.15 | $865.80 |
| **70 - 74** | 4 | $86,000 | $1.67 | $143.62 | $1,723.44 |
| **75 +** | 0 | $0 | $2.06 | $0.00 | $0.00 |
| **Total** | **299** | **$14,801,000** | | **$2,532.77** | **$30,393.24** |

- There are no Supplemental Employee Life commissions.
- Supplemental Employee Life Rates are guaranteed for 3 years

| Supplemental Dependent Life | | | | | |
|---|---|---|---|---|---|
| Age | Lives | Volume | Rate per $1,000 | Monthly Premium | Annual Premium |
| < 25 | 6 | $150,000 | $0.05 | $7.50 | $90.00 |
| 25 - 29 | 9 | $225,000 | $0.05 | $11.25 | $135.00 |
| 30 - 34 | 25 | $625,000 | $0.05 | $31.25 | $375.00 |
| 35 - 39 | 28 | $700,000 | $0.08 | $56.00 | $672.00 |
| 40 - 44 | 23 | $575,000 | $0.10 | $57.50 | $690.00 |
| 45 - 49 | 20 | $500,000 | $0.15 | $75.00 | $900.00 |
| 50 - 54 | 11 | $275,000 | $0.23 | $63.25 | $759.00 |
| 55 - 59 | 14 | $350,000 | $0.43 | $150.50 | $1,806.00 |
| 60 - 64 | 5 | $125,000 | $0.66 | $82.50 | $990.00 |
| 65 - 69 | 1 | $16,500 | $1.11 | $18.32 | $219.84 |
| 70 - 74 | 2 | $22,000 | $1.67 | $36.74 | $440.88 |
| 75 + | 0 | $0 | $2.06 | $0.00 | $0.00 |
| **Spouse Total** | **144** | **$3,563,500** | | **$589.81** | **$7,077.72** |
| | | | | | |
| **Child** | **145** | **$1,450,000** | **$0.07** | **$101.50** | **$1,218.00** |

- There are no Supplemental Dependent Life commissions.
- Supplemental Dependent Life Rates are guaranteed for 3 years

| Implementation Credits | | |
|---|---|---|
| Structure | Schedule | Total Amount Offered |
| One-Time | Flat | $2,000 |

Underwriter: Matt Doucette
Comments / Special Notes: Reducing basic life rate from $0.115 to $0.098 and lowering supplemental life rates, so they are Table I compliant and client does not have to calculate imputed income. Rate guarantee is 3 years.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-511 – Approving a contract with EyeMed to provide vision insurance for city employees.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-511 Ordinance; Exhibit "A" EyeMed Contract

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves vision insurance coverage for city employees effective on January 1, 2021.

**BACKGROUND**
In February, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations at a recent council meeting. Council approved the recommendations in order to finalize contracts for formal approval. Vendors are selected for a five-year period beginning on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees. Benefits remain the same during this five-year period.

EyeMed is the recommended vendor for vision insurance coverage. Vision insurance is voluntary insurance paid by city employees. Currently, the annual cost is $41,900.00. EyeMed bid no change in cost or benefits. EyeMed bid a four-year rate guarantee, so there will be no increase for 2021 through 2024.

**FUNDING SOURCE**
This item is included in all funds based on payroll.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis in order to begin new vendor implementation and ensure the benefits are established and in place by January 1, 2021 to minimize disruption for employees.

**COUNCIL BILL NO. 2020-511** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin.

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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Hello

EXHIBIT "A"

I have great news for City Of Joplin Full. The EyeMed renewal process just became easier. For renewals with no changes, we no longer require a signature. Your benefits will continue as-is.

**Rates below will be effective 1/1/2020.**

| Tier | Current Rate | Renewal Rate |
|---|---|---|
| Employee Only | $5.33 | $5.33 |
| Employee + Spouse | $10.12 | $10.12 |
| Employee + Children | $10.65 | $10.65 |
| Employee + Family | $15.65 | $15.65 |

As a reminder, we will continue to guarantee these rates for 48 months with the exception of changes in benefits, network, contributions, number of eligible employees or any future tax, fee or assessment imposed by the Federal or State governments. This document should be retained for your records.

We look forward to continuing our relationship. In addition to your same great savings we have a couple more to share.

- Routine Retinal Screening: Pay no more than $39 at EyeMed in-network provider locations.
- Hearing Care Discount: 40% off of a hearing exam and set discounted pricing for hearing materials from the Amplifon Hearing Health Care network.
- Sun Savings: $20 off any purchase, or $50 off purchase of $200+ at Sunglass Hut.*
- International Travel Solution: Assistance for vision emergencies when traveling abroad.

If you'd like to see additional plan design options or if there are any questions, don't hesitate to contact me. We know things change, so if there is a new contact person, please send me their contact information so that I can follow up.

**There is no additional action required.**

Thank you for your business.

Best regards,

Jeff Weak
Account Manager
jweak@eyemed.com
4000 Luxottica Place
Mason, OH 45040

* May not be combined with any other offers or discounts. This is not insurance. Redeemable at any participating U.S. Sunglass Hut, Sunglass Hut at Macy's or online, or at SunglassHut.com. Excludes Chanel, Maui Jim, Oakley, Tiffany and Tom Ford. Exclusions may apply. Limitations and exclusions may apply. For a complete list of current offers, EyeMed members may log into their member account at eyemed.com.

INDEPENDENT PROVIDER NETWORK + LENSCRAFTERS PEARLE VISION TARGET OPTICAL sears OPTICAL

# City of Joplin

## Proposed Benefits

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option Exam Only

Exam Only

Insight Network

Fully Insured

Employee Paid

Funded Benefits

| Vision Care Services | In-Network Member Cost | Out of Network Member Reimbursement |
|---|---|---|
| **Exam Services** | | |
| Exam | $10 copay | Up to $40 |

## Frequency

**Examination**
Once every 12 months

**Lenses**
Unlimited

**Frame**
Unlimited

## Terms

**Contract Term**
48 months

**Rate Guarantee**
48 months

**Monthly Rates**

| | |
|---|---|
| Subscriber | $1.43 |
| Subscriber + Spouse | $2.72 |
| Subscriber + Child(ren) | $2.87 |
| Subscriber + Family | $4.22 |

lonthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, tl umber of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies.
yeMed Vision Care reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For curre sting of brands by tier, call 866.939.3633.

**lan Details**

luote for group situsedin the State of MO and will be valid until the 01/01/2021 implementation date. Date Quoted 06/25/2020. Rates are valid only when the quoted lan is the sole stand-alone vision plan offered by the group. Percentage discounts are not part of the insurance benefit. Underwritten by Fidelity Security Life Insurance ompany of Kansas City, Missouri, except in New York. Fidelity Security Life Policy number VC-146, form number M-9191.

**lan Exclusions/Limitations**

lo benefits will be paid for services or materials connected with or charges arising from: any Vision Materials; Medical or surgical treatment, services or supplies for tl eatment of the eye, eyes or supporting structures; refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of ai Vorkers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or visi aining, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by olicyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lense lano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to l overed under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 da om the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials wou ext become available. Fees charged by a Provider for services other than a covered benefit and any local, state or federal taxes must be paid in full by the Insured Pers the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequenc ome provisions, benefits, exclusions or limitations listed herein may vary by state.

y signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address rovided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting yeMed by mail, email, or telephone. If City of Joplin has chosen this benefit design, attach this document to the group application and sign here:

Signature Date

**City of Joplin**

# Saving our members some extra green

We're committed to keeping money in our members' pockets.
That's why we offer our members additional discounts above the proposed plan benefits.

$avings for Members

## 40% off

additional pairs of glasses and a 15% discount on conventional lenses once funded benefit is used – an industry exclusive

## 20% off

any item not covered by the plan, including non-prescription sunglasses

## Lasik

Lasik or PRK from US Laser Network
15% off retail price or 5% off promotional price

## Hearing Care

Amplifon Hearing Health Care Network
40% off hearing exams and a low price guarantee on discounted hearing aids

**Additional Discounts**

| Vision Care Services | In-Network Member Cost |
|---|---|
| **Discounted Exam Services** | |
| Retinal Imaging | Up to $39 |
| **Contact Lens Fit and Follow-up** | |
| *(Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)* | |
| Fit and Follow-up - Standard | $40 |
| Fit and Follow-up - Premium | 10% off retail price |
| **Discounted Standard Plastic Lenses** | |
| Single Vision | $50 |
| Bifocal | $70 |
| Trifocal | $105 |
| **Discounted Frames** | 35% off retail price |
| **Discounted Lens Options** | |
| Standard Progressive | $135 |
| Anti Reflective Coating - Standard | $45 |
| Photochromic - Non-Glass | $75 |
| Polycarbonate - Standard | $40 |
| Scratch Coating - Standard Plastic | $15 |
| Tint - Solid or Gradient | $15 |
| UV Treatment | $15 |
| **Contact Lenses (discount applied to materials only)** | |
| Conventional Contact Lenses | 15% off Retail Price |
| **Other Add-on Services and Materials** | 20% off retail price |

iscount Details
ember receives a 20% discount on items not covered by the plan at EyeMed In-Network locations. Discount does not apply to EyeMed Provider's professional service: contact lenses.
lan discounts cannot be combined with any other discounts or promotional offers.
certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online ovider locator to determine which participating providers have agreed to the discounted rate.
iscounts on vision materials may not be applicable to certain manufacturers' products
yeMed Vision Care reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the list oduct level. All providers are not required to carry all brands at all levels.
ervice and amounts listed above are subject to change at any time.

# City of Joplin

## Proposed Benefits

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option Full Plan

Exam & Materials

Insight Network

Fully Insured

Employee Paid

Funded Benefits

| Vision Care Services | In-Network Member Cost | Out of Network Member Reimbursement |
|---|---|---|
| **Exam Services** | | |
| Exam | $10 copay | Up to $40 |
| **Frame** | | |
| *Any available frame at provider location* | $0 copay; 20% off balance over $130 allowance | Up to $91 |
| **Contact Lenses** | | |
| *(Contact Lens allowance includes materials only)* | | |
| Contacts - Conventional | $0 copay; 15% off balance over $110 allowance | Up to $110 |
| Contacts - Disposable | $0 copay; 100% of balance over $110 allowance | Up to $110 |
| Contacts - Medically Necessary | $0 copay; Paid-In-Full | Up to $210 |
| **Standard Plastic Lenses** | | |
| Single Vision | $15 copay | Up to $30 |
| Bifocal | $15 copay | Up to $50 |
| Trifocal | $15 copay | Up to $70 |
| Lenticular | $15 copay | Up to $70 |
| Progressive - Standard | $80 copay | Up to $50 |
| Progressive - Premium Tier 1 | $100 copay | Up to $50 |
| Progressive - Premium Tier 2 | $110 copay | Up to $50 |
| Progressive - Premium Tier 3 | $125 copay | Up to $50 |
| Progressive - Premium Tier 4 | $80 copay, 80% of charge less $120 allowance | Up to $50 |

## Frequency

**Examination**
Once every 12 months

**Lenses (in lieu of contacts)**
Once every 12 months

**Contacts (in lieu of lenses)**
Once every 12 months

**Frame**
Once every 24 months

## Terms

**Contract Term**
48 months

**Rate Guarantee**
48 months

**Monthly Rates**

| | |
|---|---|
| Subscriber | $5.33 |
| Subscriber + Spouse | $10.12 |
| Subscriber + Child(ren) | $10.65 |
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**lan Exclusions/Limitations**

lo benefits will be paid for services or materials connected with or charges arising from: Medical or surgical treatment, services or supplies for the treatment of the ey yes or supporting structures; refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensati w, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal visi ids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition mployment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) conta nses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, exce hen Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; st or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fe harged by a Provider for services other than a covered benefit and any local, state or federal taxes must be paid in full by the Insured Person to the Provider. Such fee axes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefi xclusions or limitations listed herein may vary by state.

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Signature _____ Date _____

**City of Joplin**

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We're committed to keeping money in our members' pockets.
That's why we offer our members additional discounts above the proposed plan benefits.

## $avings for Members

### 40% off
additional pairs of glasses and a 15% discount on conventional lenses once funded benefit is used – an industry exclusive

### 20% off
any item not covered by the plan, including non-prescription sunglasses

### Lasik
Lasik or PRK from US Laser Network
15% off retail price or 5% off promotional price

### Hearing Care
Amplifon Hearing Health Care Network
40% off hearing exams and a low price guarantee on discounted hearing aids

**Additional Discounts**

| Vision Care Services | In-Network Member Cost |
|---|---|
| **Discounted Exam Services** | |
| Retinal Imaging | Up to $39 |
| **Contact Lens Fit and Follow-up** | |
| *(Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)* | |
| Fit and Follow-up - Standard | $40 |
| Fit and Follow-up - Premium | 10% off retail price |
| **Discounted Lens Options** | |
| Anti Reflective Coating - Standard | $45 |
| Anti Reflective Coating - Premium Tier 1 | $57 |
| Anti Reflective Coating - Premium Tier 2 | $68 |
| Anti Reflective Coating - Premium Tier 3 | 20% off retail price |
| Photochromic - Non-Glass | $75 |
| Polycarbonate - Standard | $40 |
| Scratch Coating - Standard Plastic | $15 |
| Tint - Solid or Gradient | $15 |
| UV Treatment | $15 |
| **Other Add-on Services and Materials** | 20% off retail price |

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# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-512 – Approving a contract with UMR to provide health insurance services for city employees.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-512 Ordinance; Exhibit "A" UMR Contract

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves a contract with UMR to provide stop loss coverage, administrative services and EAP services for the City's health self-insurance coverage effective on January 1, 2021.

**BACKGROUND**
In February, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations at a recent council meeting. Council approved the recommendations in order to finalize contracts for formal approval. Vendors are selected for a five-year period beginning on January 1, 2021. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

UMR, utilizing a United HealthCare plan, is the recommended vendor for our health insurance components. UMR's plan offers a broad network to city employees that includes both Freeman and Mercy options, as well as other providers like Barnes-Jewish. UMR bid an administrative fee of $32.77 per employee per month, while the current fee is $41.10. This represents an approximate annual savings of $49,580.00. UMR bid a fee of $1.56 for the Employee Assistance Program (EAP) per employee per month, while the current fee is $2.20. This represents an estimated annual savings of $3,809.00. The stop loss fee will not be determined until later in the year as it is based on actual claims experience.

In order to offer the broad network, the discount achieved on claims is less than in the narrow network. As a result, in order to remain cost neutral under the broad network, the plan design will be changed slightly. The plan design has not changed since at least 2010. The single deductible will increase from $500.00 to $750.00 and the out-of-pocket maximum will increase from $1,500.00 to $2,000.00.

The premiums for the health insurance for the 2021 calendar year have not been established. Since we are self-insured, the claims incurred for this year will continue to be assessed prior to setting these rates. The premiums for 2021 will be set in October in time for open enrollment services.

**FUNDING SOURCE**

This item is included in all funds based on payroll.

**RECOMMENDATION**

Staff recommends approval of this council bill on an emergency basis in order to begin new vendor implementation and ensure the benefits are established and in place by January 1, 2021 to minimize disruption for employees.

**COUNCIL BILL NO. 2020-512** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and UMR to provide health insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and UMR to provide health insurance coverage for City employees on behalf of the employer, the City of Joplin.

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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance approves insurance coverage for City employees.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# EXHIBIT "A"

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between UMR, Inc. and City of Joplin, MO ("Customer") is effective January 1, 2021 ("Effective Date"). This Agreement covers the services UMR is providing to Customer, either directly or in conjunction with one of UMR's affiliates, for use with Customer's Self-Funded employee benefit plan.

UMR identifies this arrangement as Contract No.: 76-414552

By signing below, each party agrees to the terms of this Agreement.

City of Joplin, MO
602 S. Main Street
Joplin, MO 64801

**By: _____**

Authorized Signature

**Print Name: _____**

**Print Title: _____**

**Date: _____**

UMR, Inc.
400 E. Business Way, Suite 100
Cincinnati, OH 45241

**By: _____**

Authorized Signature

**Print Name: _____**

**Print Title: _____**

**Date: _____**



Proprietary Information of UnitedHealth Group

## Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

**Bank Account:** Bank Account maintained for the payment of Plan benefits, expenses, fees, and other Customer financial obligations.

**Confidential Information:** Includes without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information ("Rate Information") and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remains Confidential Information.

**Employee:** A current or former employee of Customer or its affiliated employer.

**IRC:** The United States Internal Revenue Code of 1986, as amended from time to time.

**IRS:** The United States Internal Revenue Service.

**Medical Benefit Drug Rebate:** Any discount, price concession, or other direct or indirect remuneration UMR receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's medical benefit during the Term. Medical Benefit Drug Rebate does not include any discount, price concession, administration fees, or other direct or indirect remuneration UMR receives from a drug manufacturer for direct purchase of a prescription drug.

**Medicare Part D Retiree Drug Subsidy Program ("RDS"):** The program as set forth in Section 1860D-22 of Title XVIII of the Social Security Act, as amended by the Medicare Prescription Drug, Improvement and Modernization Act of 2003 ("MMA"), Subpart R of the MMA Final Regulation, or any successor regulation promulgated by the Centers for Medicare and Medicaid Services ("CMS"), and any guidance issued by CMS, and any mandated updates of required information.

**Network:** The group of Network Providers UMR makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

**Network Provider:** The physician, medical professional, or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

**Overpayments:** Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

**Participant:** Employee or dependent who is covered by the Plan.

**Plan:** The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits UMR is administering, as described in the Summary Plan Description.

**Plan Administrator:** The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

**Self-Fund** or **Self-Funded:** Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits.

**Summary Plan Description** or **SPD:** The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

**Systems:** Means the systems UMR owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

**Tax** or **Taxes:** A charge imposed, assessed, or levied by any federal, state, local, or other governmental entity.

**Term or Term of the Agreement:** The period of twelve (12) months commencing on the Effective Date (the "Initial Term") and automatically continuing for additional 12-month periods (each, a "Renewal Term") until the Agreement is terminated.

## Section 2 – Customer Responsibilities

**Section 2.1 Responsibility for the Plan.** UMR is not the Plan Administrator of the Plan. Any references in this Agreement to UMR "administering the Plan" are descriptive only and do not confer upon UMR anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires UMR to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement, including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

**Section 2.2 Plan Consistent with the Agreement.** Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide UMR with such communications which refer to UMR or UMR's services. Customer will amend them if UMR reasonably determines that references to UMR are not accurate, or any Plan provision is not consistent with this Agreement or the services that UMR is providing.

**Section 2.3 Plan Changes.** Customer must provide UMR with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow UMR to determine if such change will alter the services UMR provides under this Agreement. Customer's requested changes must be mutually agreed to in writing prior to implementation of such change.

UMR will notify Customer if (i) the change increases UMR's cost of providing services under this Agreement, or (ii) UMR is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee, or if UMR notifies Customer under Section 2.3(ii) that UMR is unable to reasonably implement or administer the change, then (a) UMR shall have no obligation to implement or administer the change, and (b) Customer may terminate this Agreement upon (60) sixty days written notice.

**Section 2.4 Affiliated Employers.** Customer represents that together Customer and any of its affiliates covered under the Plan make up a single "controlled group" as defined by the IRC. Customer agrees to provide UMR with a list of Customer affiliates covered under the Plan upon request.

**Section 2.5 Information Customer Provides to UMR.** Customer will tell UMR which of Customer's Employees, their dependents, any other persons, or any combination of these, are Participants. This information must be accurate and provided to UMR in a timely manner. Customer will notify UMR of any change to this information as soon as reasonably possible.

UMR will be entitled to rely on the most current information in UMR's possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. UMR will not be required to process or reprocess claims, but if UMR agrees to do so, additional fees may apply.

Customer agrees to provide UMR, in a timely manner with all information that UMR reasonably requires to provide services under this Agreement. UMR shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents, or authorized representatives.

**Section 2.6 Notices to Participants.** Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services UMR is providing under this Agreement are discontinued.

**Section 2.7 Escheat.** Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

## Section 3 – Fees

**Section 3.1 Fees.** Customer will pay fees to UMR as compensation for the services provided by UMR. In addition to the fees specified in Exhibit B – Fees, Customer must also pay UMR any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

**Section 3.2 Changes in Fees.** (a) UMR can change the fees on each Renewal Term. UMR will provide Customer with thirty (30) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or thirty (30) days after UMR provides Customer with written notice of the new fees. UMR will provide Customer with a new Exhibit B – Fees that will replace the existing Exhibit B – Fees for the new Renewal Term.

(b) UMR may also change the fees, if any one or more of the following occur:

(1) any time there are changes made to this Agreement or the Plan, which affect the fees;

(2) when there are changes in laws or regulations which affect or are related to the services UMR is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5, Taxes And Assessments;

(3) if the number of Employees covered by the Plan or any Plan option changes by fifteen percent (15%); or

(4) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by fifteen percent (15%) or more from the assumed average contract size. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

(c) If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

**Section 3.3 Due Dates, Payments, and Penalties.** Customer agrees to pay fees to UMR based on the monthly invoice UMR provides. UMR reserves the right to provide Customer with an estimated invoice for the first month of services. The due date for payment of the invoiced amounts is on the last day of the month for such billing period ("Due Date"). Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). Adjustments to monthly billing statements for retroactive enrollment or eligibility changes will be performed based on information provided by Customer. Requests for fee adjustment must be made in a timely manner but no more than three (3) months following the date of the change.

Late Payment. If amounts owed are not paid as required when due, Customer will be provided with a notice of default and fifteen (15) days to cure. If Customer does not cure, UMR may terminate this Agreement as provided for in this Agreement. If any portion of the fee is disputed, Customer shall pay UMR the undisputed portion as provided in this Section 3, and shall provide written details to UMR prior to the date payment is due, explaining Customer's good faith basis for disputing such fee. Customer may withhold the disputed portion during pendency of such dispute, during which time both parties agree to use commercially reasonable efforts to resolve the dispute.

## Section 4 – Records, Information, Audits

**Section 4.1 Records.** UMR shall keep records relating to the services it provides under this Agreement for as long as UMR is required to do so by law.

**Section 4.2 Use of Confidential Information.** Each party will limit the use of the other's Confidential Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Confidential Information to any person or entity other than to the receiving party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Notwithstanding the foregoing, UMR's Rate Information cannot be disclosed to Customer or to any third party without UMR's express written consent and, if required by UMR, a mutually agreed upon confidentiality agreement. Customer may not sell, license or grant any other rights to Confidential Information."

If Customer needs access to UMR's Confidential Information, UMR, at its discretion, may allow Customer to use UMR's Confidential Information subject to the following conditions:

(1) The information requested must relate to UMR's services under this Agreement;

(2) The Customer must give UMR reasonable advance notice and an explanation of the need for UMR's Confidential Information;

(3) It must be legally permissible for UMR to release such information;

(4) The release and use must be consistent with UMR's provider contractual obligations; and

(5) The release and use must be consistent with UMR's data use and release policies.

Such use is subject to the terms of this Agreement and as required by UMR, a mutually agreed upon confidentiality agreement.

If Customer is subject to a Freedom of Information Act (FOIA) request and the request includes UMR's Confidential Information, Customer will contact UMR prior to releasing any information and give UMR the opportunity to review, respond, and/or object to the FOIA request.

UMR also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Such access is subject to the conditions in this Section. Before UMR provides Confidential Information to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

UMR will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Customer demonstrates that the information is in response to a subpoena, legal process, or other release of information required by applicable law.

Customer is responsible for entering into any and all legally required agreements with consultant or vendor to ensure protection of the PHI, including but not limited to, a Business Associate Agreement, as defined under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

This provision shall survive the termination of this Agreement.

**Section 4.3 Audits.** During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity may conduct an annual medical claims audit of UMR's performance under the Agreement once each calendar year. Prior to the commencement of this audit, UMR must receive a signed, mutually agreeable confidentiality agreement.

Customer must advise UMR in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UMR. All audits will be limited to information relating to the previous eighteen (18) months.

With respect to UMR's claims processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample as approved by UMR ("Scope"). UMR will not support any external audits a) where the audit firm is paid on a contingency basis, and b) that do not use a statistically valid random selection methodology (other than as provided for in this section); this includes electronic/data mining audits that are used for purposes of recovery discovery.

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a per day charge for any on-site audit visit that is not completed within five (5) business days or for sample sizes exceeding the Scope specified above. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope. In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs due to a Customer request related to the audit, such fees to be reviewed and approved by the Customer in advance. For any audit initiated after this Agreement is terminated or for any audit in addition to those provided for in this section (if approved by UMR), Customer will pay all expenses incurred by UMR.

Customer will provide UMR with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

**Section 4.4 Service Auditor Reports.** UMR may make its Type II service auditor report ("Report") available to UMR's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #18 (SSAE18). Should new guidelines covering service auditor reports be issued, UMR may make the equivalent of, or any successor to, the SSAE18 Type II Report available to UMR's self-funded customers. The Report is UMR's Confidential Information and shall not be shared with any third parties without UMR's prior written approval, except that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants, on the condition that such consultants are not in any way a competitor of UMR's and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted in this Section , Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

**Section 4.5 PHI.** The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Agreement Addendum attached to this Agreement.

## Section 5 – Taxes And Assessments

**Section 5.1 Payment of Taxes and Expenses.** In the event that any Taxes are assessed against UMR as a claim administrator in connection with UMR's services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse UMR through the Bank Account for the Customer's proportionate share of such Taxes (but not Taxes on UMR's net income). UMR has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse UMR for a proportionate share of any cost or expense reasonably incurred by UMR in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by UMR's unreasonable delay or unreasonable determination to dispute such Tax.

**Section 5.2 Tax Reporting.** In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, Customer agrees to comply with these requirements.

**Section 5.3 State and Federal Surcharges, Fees and Assessments.** The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 ("PPACA"), as amended from time to time. This includes the funding, remittance, and determination of the amount due for PPACA required Taxes and fees.

## Section 6 – Indemnification

**Section 6.1 Customer Indemnifies UMR.** (a) Customer will indemnify UMR and hold UMR harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses UMR incurs, including reasonable attorneys' fees and costs, which arise out of:

(1) Customer or its vendors', subcontractors', or authorized agents' gross negligence or willful misconduct in the performance of (A) Customer or its vendors', subcontractors', or authorized agents' obligations under this Agreement, or (B) Customer's or Customer's vendors' subcontractors', or authorized agents' performance under any other agreements entered into by UMR with those third parties on Customer's behalf;

(2) Customer's material breach of (A) this Agreement, or (B) any other agreements entered into by UMR with third parties on Customer's behalf;

(3) a breach by a third party of any other agreements UMR enters into with such third parties on Customer's behalf;

(4) third party claims brought against UMR as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws)

(b) If the parties are unable to mutually resolve the matter, or are unable to resolve it through mediation, the indemnification obligations set forth in this Section are enforceable against Customer only as determined by a court or other tribunal having jurisdiction of the matter.

(c) This provision shall survive the termination of this Agreement.

**Section 6.2 UMR Indemnifies Customer.** (a) UMR will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses that Customer incurs, including reasonable attorneys' fees and costs, which arise out of:

(1) UMR's or its vendors' subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of UMR's or its vendors', subcontractors', or authorized agents' obligations under this Agreement; and

(2) UMR's material breach of this Agreement.

(b) If the parties are unable to mutually resolve the matter, or are unable to resolve it through mediation, the indemnification obligations set forth in this Section are enforceable against UMR only as determined by a court or other tribunal having jurisdiction of the matter.

(c) Customer shall remain responsible for payment of benefits and UMR's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments, or expenses that constitute payment of Plan benefits.

(d) This provision shall survive the termination of this Agreement.

## Section 7 – Plan Benefits Litigation

**Section 7.1 Litigation Against UMR.** If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or health care provider against UMR to recover Plan benefits, related to its duties under this Agreement ("Plan Benefits Litigation"), UMR will select and retain defense counsel to represent its interest.

**Section 7.2 Litigation Against Customer.** If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

**Section 7.3 Litigation Against UMR and Customer.** If Plan Benefits Litigation is begun against the Plan and UMR jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

**Section 7.4 Litigation Fees and Costs.** All reasonable legal fees and costs UMR incurs will be paid by Customer (except as provided in Section 6.2) if UMR gives Customer reasonable advance notice of UMR's intent to charge Customer for such fees and costs, and UMR consults with Customer in a manner consistent with UMR's fiduciary obligations on UMR's litigation strategy.

**Section 7.5 Litigation Cooperation.** Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

**Section 7.6 Payment of Plan Benefits.** In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

**Section 7.7 Survival.** This provision shall survive the termination of this Agreement.

## Section 8 – Mediation

Except in the case of UMR's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing in this Section is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

## Section 9 – Termination

**Section 9.1 Services End.** UMR's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, UMR may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

**Section 9.2 Termination Events.** This Agreement will terminate under the following circumstances:

(1) The Plan terminates;

(2) Both parties agree in writing to terminate the Agreement;

(3) After the Initial Term, either party gives the other party at least sixty (60) days prior written notice;

(4) UMR gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed UMR when due under the terms of this Agreement,

(5) UMR gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement;

(6) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party;

(7) UMR may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code;

(8) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or UMR and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions; or

(9) As otherwise specified in this Agreement.

## Section 10 – Miscellaneous

**Section 10.1 Subcontractors.** UMR can use its affiliates or subcontractors to perform UMR's services under this Agreement. UMR will be responsible for those services to the same extent that UMR would have been had it performed those services without the use of an affiliate or subcontractor.

**Section 10.2 Assignment.** Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, UMR can assign this Agreement, including its rights and obligations to UMR's affiliates, to an entity controlling, controlled by, or under common control with UMR, or a purchaser of all or substantially all of UMR's assets, subject to notice to Customer of the assignment.

**Section 10.3 Governing Law.** This Agreement is governed by the applicable laws of the State of Delaware. This provision shall survive the termination of this Agreement.

**Section 10.4 Entire Agreement.** This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

**Section 10.5 Amendment.** Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

**Section 10.6 Waiver/Estoppel.** Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

**Section 10.7 Notices.** Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

**Section 10.8 Use of Name.** The parties agree not to use each other's name, logo, service marks, trademarks, or other identifying information without the written permission of the other, except that Customer grants UMR permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for UMR to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

**Section 10.9 Compliance with Laws and Regulations.** The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

**Section 10.10 No Third Party Beneficiaries.** Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**Section 10.11 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

**Section 10.12 Acceptance.** Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

# EXHIBIT A – STATEMENT OF WORK

The following are the administrative services UMR has agreed to provide to Customer. Customer may request that UMR provide services in addition to those set forth in this Agreement. If UMR agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by UMR, for these additional services. The services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

## Section A1 Network

**Network Access, Management and Administration**. UMR will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

UMR generally does not employ Network Providers and they are not UMR's agents or partners, although certain Network Providers are affiliated with UMR. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. UMR is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through UMR's affiliates' networks, or the payment for services rendered by the provider or facility.

**Value Based Contracting Program.** UMR's contracts with some Network Providers may include withholds, incentives, and/or additional payments, that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with UMR's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as UMR makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if UMR makes the determination that the Network Provider failed to meet a standard, UMR will return to Customer the applicable amount. UMR shall provide Customer reports describing the amount of payments made on behalf of Customer's Plan.

Only the initial claims based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance, or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

## Section A2 Recovery Services

**Claim Recoveries.** In the event an Overpayment is made, UMR shall make an attempt to recover Overpayments using its Overpayment recovery procedures. In the event the recovery attempts are unsuccessful, UMR will follow its established overpayment recovery rules for an escalated recovery process. Recovery attempts will remain open for a minimum of twelve months. UMR will be responsible for reimbursement of any unrecovered Overpayment to the extent the Overpayment was due to UMR's gross negligence.

Customer will be charged fees for the services described in this Section provided by UMR through a subcontractor or affiliate, or as negotiated in advance with Customer. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

**Subrogation.** UMR will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "Subrogation"). Customer will not engage any entity except UMR to provide the services described in this Section without UMR's prior approval.

UMR may initiate litigation to recover payments, but UMR has no obligation to do so. If UMR initiates litigation, Customer will cooperate with UMR in the litigation.

Customer will be charged fees for the Subrogation services as shown in Exhibit B – Fees. The fees are deducted from the actual Subrogation recoveries. Customer will be credited with the net amount of the Subrogation recovery.

In the event that Customer directs UMR to stop working on a particular Subrogation claim because the Customer wants to handle the Subrogation claim itself, or because the Customer waives its Subrogation interest, or for other reasons, UMR retains the right to charge Customer a reasonable fee based on costs incurred prior to receiving that notification from Customer.

**Claim Recovery and Subrogation Process**. Customer delegates to UMR the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of UMR's standards and procedures may not result in full or partial recovery for any particular case. UMR will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical.

If this Agreement terminates, or, if UMR's claim recovery or Subrogation services terminate, UMR can continue to recover any payments UMR is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

**Fraud and Abuse Management.** UMR's Special Investigation Unit reviews and investigates potentially fraudulent or inappropriate billings submitted by providers and Participant. Following investigation, the identified claims are either paid in accordance with the Plan, or are denied for such reasons as are uncovered by the Special Investigation Unit. Fraud and Abuse Management processes will be based upon UMR's proprietary and confidential procedures, modes of analysis and investigations.

UMR will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and UMR's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to UMR the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. UMR does not guarantee or warranty any particular level of prevention, detection, or recovery. UMR agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if UMR's claim recovery services terminate, UMR can elect to continue fraud and abuse recoveries that are in progress and the fees will continue to apply.

## Section A3 Providing Funds for Benefits

**Responsibility.** The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers, or non-Network Providers. UMR has no liability or responsibility to provide these funds.

**Control of Plan Assets.** In the event that the Plan is found to have Plan assets, the Customer shall have absolute authority with respect to such Plan assets, and UMR shall neither have nor be deemed to exercise any discretion, control or authority with respect to the disposition of Plan assets.

**Bank Account.** Customer shall establish, maintain, and appropriately fund Bank Account in the name of the Customer. Customer shall be responsible for all payments issued against the account. UMR shall be given the necessary nonexclusive authority to utilize any funds in said account for payment of Plan benefits. UMR shall provide Customer with access to the daily online check register, and will also provide a monthly report for reconciliation purposes. It is understood that Customer is solely responsible for handling issues related to uncashed checks, including any record keeping, reporting, or payment responsibilities set forth under any state's unclaimed property law, to the extent such laws apply.

**Payment.** Customer is solely responsible for paying for Plan benefits. UMR will have no obligation to arrange for payment of Plan benefits if Customer has not made the requisite funds available to UMR in accordance with this Agreement.

**Underfunding.** If Customer does not fund its Bank Account with sufficient funds with which to pay claims, Customer must immediately correct the deficiency. UMR may suspend any of its services under this Agreement for the period of time Customer does not have sufficient funds in its Bank Account. If Customer does not correct the funding deficiency within fifteen (15) business days of UMR's notice to Customer, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began.

## Section A4 Medical Benefit Drug Rebate Payments

**Allocation and Payment of Medical Benefit Drug Rebates.** From time to time, UMR or a subcontractor may negotiate with drug manufacturers regarding the payment of Medical Benefit Drug Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. Customer will receive 80% of the Medical Benefit Drug Rebates UMR receives. UMR will retain the balance of such Medical Benefit Drug Rebates as part of UMR's compensation. When UMR negotiates directly with drug manufacturers for the payment of Medical Benefit Drug Rebates to UMR, UMR will pay Customer the agreed upon Medical Benefit Drug Rebates within thirty (30) calendar days of UMR's receipt of such Medical Benefit Drug Rebates from the drug manufacturer. If UMR is not able to make payment to Customer within thirty (30) calendar days, UMR will pay interest on such Medical Benefit Drug Rebates from the date of receipt until UMR makes payment to Customer, less approximately thirty (30) days for processing. UMR will retain interest earned during this processing timeframe. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Customer will only receive Customer's Medical Benefit Drug Rebates to the extent that Medical Benefit Drug Rebates are actually received by UMR. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents UMR from receiving Medical Benefit Drug Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Medical Benefit Drug Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, UMR may, without limiting UMR's right to other remedies, immediately terminate Customer's and Plan's entitlement to Medical Benefit Drug Rebates (including forfeiture of any Medical Benefit Drug Rebates earned but not paid). In addition, Customer agrees to reasonably cooperate with UMR in order to obtain Medical Benefit Drug Rebates.

**Subcontractor Compensation.** If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of Medical Benefit Drug Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. UMR will provide information on the amount, if any, retained by the subcontractor as compensation for its services, in advance of Customer's execution of this Agreement. In addition, UMR will provide Customer with thirty (30) days advance notice of any material increase in or method for subcontractor compensation. If at any time Customer does not find the subcontractor compensation acceptable, Customer may terminate the Medical Benefit Drug Rebates services after thirty (30) days advance written notice to UMR.

## Section A5 Claims Determinations and Appeals

**Claim Procedures.** Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals, and (iii) performing the fair and impartial review of second level internal appeals (if applicable). As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to UMR under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. In the event that Customer has not finalized the Summary Plan Description before UMR receives an appeal from a Participant, then UMR will follow the claims installation documents that Customer approved, or if needed,

UMR will contact Customer for applicable information. Participants who receive an adverse benefit determination can file an appeal with UMR within the timelines established in Customer's SPD. It is understood that UMR will provide one or two appeal levels for claims that it has processed, as mutually agreed to in writing by the parties. UMR agrees to send an appealed claim to an independent reviewer if required by Department of Labor or Department of Health and Human Services. In addition, and if applicable to Customer's Plan, UMR agrees to send a voluntary appeal to an independent review organization in compliance with health care reform regulations. Customer understands that the cost of such mandated independent reviews will be the responsibility of Customer, unless otherwise stated in Exhibit B – Fees. It is understood that UMR is not responsible for handling appeals on claim-related decisions that were originally made by another vendor of Customer's. Customer acknowledges and agrees that certain services provided by UMR and as described in the Summary Plan Description will comply with federal laws and regulations, as provided for under ERISA.

**Catastrophic Events:** During such time as a government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe"), Customer directs UMR to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level) , (c) extension of time frames for timely claims filing and/or appeals, (d) early replacement of lost or damaged durable medical equipment, and (e) other protocols reasonably required to provide Participants with access to health plan and pharmacy benefits as applicable. Such protocols are applicable to Participants whose place of residency falls within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.

## Section A6 System Access

**Access.** UMR grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain UMR's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to UMR, the hardware, software, and Internet browser requirements UMR provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by UMR in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from UMR, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

**Security Procedures.** Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by UMR for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to UMR, and maintain appropriate logs and monitoring of system activity, Customer shall notify UMR within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by UMR which impact the System.

**Termination.** UMR reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by UMR, including any amendments thereto or (ii) immediately on the date UMR reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, except that if run-out is provided in accordance with Exhibit A - Statement of Work, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described

in this Agreement, Customer agrees to cease all use of Systems, and UMR will deactivate Customer's identification numbers, passwords, and access to the System.

## Schedule of Services

### A. Claims Administration Services

| Service | Comments |
|---|---|
| Claims for Plan benefits must be submitted in a form that is satisfactory to UMR in order for UMR to determine whether a benefit is payable under the Plan's provisions. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination. | |
| **Implementation of Customer's benefit plans and payment of claims.** | • |
| **Standard claims processing including:**<br>• Re-pricing and payment of claims.<br>• Auto and manual adjudication using proprietary software.<br>• Provide an Explanation of Benefits (EOB) notice to Participants and Remittance Advice (RA) statement to providers as required<br>• Prepare and mail 1099's to providers and other vendors, using UMR's name and tax identification number. | |
| **Standard coordination of benefits** for all claims | UMR pays claims for Medicare-eligible persons as either primary or secondary, based on the Medicare Secondary Payor Rules. |
| **Claims Run-Out Services.** UMR will process all claims received up to the date of termination of this Agreement. Any unprocessed claims will be denied, unless Customer requests claims run-out services (unprocessed claims incurred prior to the termination date) at a mutually agreed upon fee prior to the termination of this Agreement. In the event that UMR receives claims after the run-out period expires, then UMR will deny the claim. | If the Agreement terminates because Customer fails to pay UMR fees due, fails to provide the funding for the payment of benefits, or UMR terminates for any other material breach, run-out will not apply.<br><br>**Suspension of Run-out Processing**<br>If Customer does not pay the run-out fees it owes UMR when due as set forth above, UMR will notify Customer. If Customer does not make the required payment UMR may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.<br><br>**Termination of Run-out Processing**<br>Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service. |
| **Foreign service procedures** | Participants who receive services in a country other than the United States must pay the claim and then submit the claim to UMR for reimbursement. UMR will reimburse the Participant for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Participant paid the claim, or on the date of service if paid date is not known. |
| **State Surcharges.** If during the term of the Agreement UMR receives a surcharge invoice from a state for the Plan or claims paid under the Plan, UMR agrees to submit applicable payments to the state on behalf of Customer. The amount due to the state will be withdrawn from Customer's claims bank account. | This service does not apply to New York Surcharges. |

| Service | Comments |
|---|---|
| **Claim Reprocessing.** Customer requests to reprocess certain claims. | No fee is charged for claims being reprocessed in connection with an error made by UMR.<br><br>A fee is charged for claims being reprocessed: a) as a result of retroactive benefit or eligibility changes that Customer made or in connection with other actions by Customer, its employees or agents, or b) if Customer contracts directly with a provider network and that provider network gives UMR incorrect or late fee or other provider information that necessitates adjustment of claims. |
| **Credit Balance Recovery Program**. | UMR has a contract with a cost containment recovery vendor that routinely reviews credit balances, primarily at large hospitals and providers of service throughout the United States. Vendor works with the hospital/provider to identify amounts that have been overpaid due to inaccurate billings and other reasons. Vendor then verifies that the patient was covered by a Plan that UMR administers, and works with the facility or provider to recover the overpayment for the Plan. The applicable credit, less recovery fee, is forwarded to the Customer. |
| **New York Surcharge Services**: Upon acceptance from the New York Public Goods Pool, UMR agrees to compile and forward to the State of New York, an electronic report that shows the liability that Customer has for covered lives, patient services and total amount due from Customer. The report is compiled on a monthly or annual basis in accordance with the requirements of the State of New York for Customer. UMR agrees to file the report and send the applicable payments to the State of New York via a draw from Customer's bank account. | It is understood that Customer is solely responsible for completing necessary New York Surcharge election forms and responding to inquiries regarding the election.<br><br>In the event that a claim is adjusted after the New York Surcharge fee has been paid and the adjustment affects how much the provider actually receives, UMR will make an adjustment on a future report to the State. |

## B. MEMBER SERVICES

| Service | Comments |
|---|---|
| **Toll-free access to a customer care unit** | |
| **Employee access to a member website** enabling Participants to:<br>• Check claim status.<br>• Check eligibility information.<br>• Search for providers and online health information. | |
| **Identification Cards.**<br>UMR will provide standard ID cards (including replacement cards) for each employee who is covered under Customer's Plan. | Customer may, at its option, order customized ID cards at an additional cost. |

## C. CUSTOMER REPORTING SERVICES

| Service | Comments |
|---|---|
| UMR will provide Customer with the following standard reports through encrypted online access. | |
| **Banking.** Online access to the check register, searchable for disbursement information at the transaction level. | |
| **Monthly Online Reports (Plan Performance).** Online access to monthly reports containing Plan performance details. Customer can also use online data to develop ad-hoc queries such as census information, claim activity and large claim detail. | |
| **Eligibility and Benefits Inquiry**. Online eligibility inquiry provides Customer with access to Participant eligibility information. Online benefit inquiry provides specific benefit information for each Participant. | |

| Service | Comments |
|---|---|
| **Claims Inquiry.** Customers can review the status of participant claims online. Customer is responsible for ensuring that its employees comply with HIPAA privacy regulations. | |
| **Annual Report.** Provides the information that Customer can use to complete the 5500 form or 990 form. | |
| **Customization, non-standard or ad hoc reports** | Fees are determined on a report-specific basis |
| UMR reserves the right, from time to time, to change the content, format and/or type of UMR's reports. | |

## D. Other Services

| Service | Comments |
|---|---|
| **Summary Plan Description (SPD) Assistance.** UMR will prepare a customized draft of an SPD for the Plan, one additional draft, in response to Customer's comments and a final draft SPD. | If the SPD is not finalized sufficiently in advance of the Effective Date of UMR's services, UMR will utilize benefits and exclusions that UMR has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved UMR will administer claims and otherwise provide UMR's services in accordance with information and it will govern and remain in full force and effect until a final SPD is provided to UMR. |
| **SPD Exception Processing.** In the event Customer wants UMR to make an exception to Customer's Summary Plan Description (SPD), Customer must notify UMR in writing of such exception using a form designated by UMR. Customer is fully and solely responsible for any compliance or stop loss issues that may occur as a result of making an exception to its SPD. | UMR shall not be liable to any degree when following directions from Customer, its employees or agents, and Customer agrees to indemnify UMR and hold it harmless from and against any and all claims arising from Customer's decision to make an exception to the SPD. |
| **Summary of Benefits and Coverage (SBC) Services.** Upon receipt of a completed service election form from Customer, UMR agrees to provide the following (SBC) services:<br>• Draft one standard full SBC per benefit Plan design if UMR is the only vendor administering benefits for Customer; or<br>• Draft one standard partial SBC per benefit Plan design if UMR administers the medical Plan but Customer utilizes external vendors for other benefits.<br>• Provide one SBC update per year if needed.<br>• Post the final approved SBC to UMR's web portal for Customer. | Customer is responsible for providing UMR with written details about the Plan and benefit changes in an agreed upon period of time prior to the date Customer needs the final SBC from UMR.<br><br>Customer is responsible for completing sections of the SBC related to Customer and external vendors, if any, and returning applicable details to UMR within an agreed upon timeframe.<br><br>Customer is responsible for complying with SBC regulations, including but not limited to distribution of SBC's to Participants. In the event that Customer requests UMR to provide other non-standard SBC services, UMR will charge a reasonable fee for agreed upon services. |
| **Stop Loss Reporting**. UMR will use commercially reasonable efforts to assist Customer as necessary in compiling information, tracking and filing paid specific stop loss insurance claims with the Customer's chosen stop loss insurance carrier, on behalf of Customer.<br><br>If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential claims that exceed the stop loss policy's attachment point. | Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement or as soon thereafter as reasonably possible, if UMR did not place Customer's stop loss coverage with the carrier. Customer acknowledges that the election of any stop loss insurance carrier is at the discretion of Customer, and the applicable policy must be specifically accepted by Customer.<br><br>UMR will provide reasonable assistance in appealing denials or limitations as appropriate. In the event, however, that Customer's chosen stop loss insurance carrier adjudicates a given stop loss claim as denied or partially denied, or if reimbursement pursuant to the applicable stop loss policy is otherwise limited in any way, Customer acknowledges that the UMR has no responsibility for any determination made by the stop loss carrier, including but not limited to determinations |

| Service | Comments |
|---|---|
| | regarding eligibility for coverage under the Customer Plan or determinations of medical necessity.<br><br>Customer and its third party stop loss carrier may be required to execute UMR's standard nondisclosure and indemnification agreement prior to UMR providing any stop loss information. |
| **Transition to new Third Party Administrator (TPA).** **U**MR will cooperate with Customers' transition to a new TPA upon termination of this Agreement and will provide cancellation reports to Customer upon request. | |
| **Medicare Secondary Payer Reporting.** UMR shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions ("Reporting Requirements") in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. UMR shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data. | Customer agrees to provide to UMR in a timely manner and in an agreed upon format any and all data that UMR requires to comply with the Reporting Requirements. |
| **Teladoc Services:** UMR contracts with an outside vendor to provide Teladoc services for Participants on behalf of the Plan. The vendor contracts with licensed physicians to provide the service.<br><br>For General Medicine, Participants will be provided with toll-free access to telephone or web-based video access to medical consultation and health information services from a licensed physician 24 hours a day, seven days a week, or, upon request and if allowed by state law. | Customer is responsible for notifying Participants that if they choose to utilize Teladoc Services, they must complete a comprehensive medical history disclosure form either online, by paper, or by telephone, pay the applicable fee to Teladoc, and cooperate with any other reasonable requirements that Teladoc may require before services can be provided by a physician.<br><br>Customer understands that Teladoc is an independent contractor and is not affiliated with UMR in any way. Customer agrees and understands that UMR does not provide medical advice or warrant the advice provided by Teladoc. In no event shall UMR be found responsible or liable in any way or to any extent for any losses, claims or damages, including but not limited to consequential, special, punitive, incidental, or direct or indirect damages resulting from the services provided by Teladoc and its employees, subcontractors and agents. |
| **Transplant Solutions (TS) Services**<br>• Transplant Network via Centers of Excellence (COE)<br>• Ventricular Assist Devices (VAD)<br>• Transplant Access Program (TAP) Network<br>• Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee.<br>• Cellular Therapy Services<br>• Specialized Physician Review | The fees for Transplant Solutions (TS) Services are specified in Exhibit B – Fees.<br><br>. |

## E. PHARMACY BENEFIT SERVICES

| Service | Comments |
|---|---|
| UMR through its Pharmacy Benefit Manager (PBM) affiliate will provide the Pharmacy Benefit Services described in this Section. **Average Wholesale Price (AWP):** The average wholesale price, as reflected on the Medi-Span Prescription Pricing Guide (with supplements) ("Medi-Span"), of a Prescription Drug based on the eleven (11) digit NDC of the Drug on the date dispensed. UMR will rely on Medi-Span as updated by UMR no less frequently than every seven days to determine AWP for purposes of establishing the pricing provided to Customer under this Agreement. UMR will not establish AWP, and UMR will have no liability to Customer arising from use of Medi-Span. | |

| Service | Comments |
|---|---|
| **Brand Drug:** A single-source or multi-source Prescription Drug product as designated by the Medi-Span Prescription Pricing Guide (with supplements) or other available data resources that identify as a Brand product.<br><br>**Dispensing Fee:** The contracted rate of compensation paid to a Network Pharmacy for the processing and filling of a prescription claim.<br><br>**Prescription Drug List (PDL):** The list of Prescription Drugs as developed by UMR and approved and adopted by Customer for use with the Plan.<br><br>**Generic Drug:** A prescription drug product, whether identified by its chemical, proprietary or non-proprietary name, that is therapeutically equivalent and interchangeable with a Prescription Drug having an identical amount of the same active ingredient(s). For purposes of this Agreement, the Generic Drug determination is made based upon factors including indicators included in the Medi-Span Prescription Pricing Guide (with supplements) or other available data resource that identify as a Generic product.<br><br>**MAC:** The maximum allowable cost of a Prescription Drug as specified on a list established by UMR. UMR may have multiple MAC lists, each of which is subject to UMR's periodic review and modification in its sole discretion.<br><br>**Mail Order Pharmacy:** A facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs via postal or commercial courier delivery to individuals, including Participants. Mail Order Pharmacy includes pharmacies that are affiliates of UMR.<br><br>**Network Pharmacy:** A retail pharmacy, Mail Order Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs to Participants, and has entered into a Network Pharmacy agreement. An affiliate of UMR, in its capacity as a Mail Order Pharmacy or Specialty Pharmacy is a Network Pharmacy of the Customer.<br><br>**Prescription Drug**: An FDA approved drug required to be dispensed or administered only by prescription from a licensed care professional in accordance with laws.<br><br>**Rebate**: Any discount, price concession or other remuneration UMR receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a Prescription Drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any, discount, price concession, manufacturer administration fees or other direct or indirect remuneration UMR receives from a drug manufacturer for direct purchase of a Prescription Drug.<br><br>**Single-Source Generic:** A Generic Drug that has only one generic manufacturer.<br><br>**Specialty Drugs:** Prescription Drugs available at UMR's Specialty Pharmacy, including: (a) biotechnology drugs; (b) orphan drugs used to treat rare diseases; (c) typically high-cost drugs; (d) drugs administered by oral or injectable routes, including infusions in any outpatient setting; (e) drugs requiring on-going frequent patient management or monitoring; and (f) drugs that require specialized coordination, handling and distribution services for appropriate medication administration<br><br>**Specialty Pharmacy:** A facility that is duly licensed to operate as a pharmacy to dispense Specialty Drugs. Specialty Pharmacy includes pharmacies that are affiliates of UMR. | |
| **Pharmacy Network**. UMR/PBM will make Network Pharmacies available to Customer Participants.<br>• PBM will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time.<br>• PBM and UMR will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network. | |
| **Claims**. PBM shall accept and process claims submitted by Participants when such Participant submits claims properly completed on a PBM standard paper claim form, together with proper proof of payment.<br><br>PBM uses criteria for its Quantity Limit Program that is developed by its National Pharmacy and Therapeutics' Committee. PBM will receive and review requests from the Customer and/or Participants for exceptions based on this criteria. Customer will at all times retain the right to override the PBM recommendation, at which time the override will be | Both parties understand that if pharmacy claims are paid for a Participant prior to being notified by the Customer that the Participant has been terminated, UMR and PBM will be under no obligation to recover payments made prior to said notification.<br><br>In connection with Prescription Drug claims, there may be a timing difference between when UMR withdraws funds from Customer claims account and when PBM issues payments to pharmacies and other payees. UMR and/or PBM may retain interest earned on these amounts during this time. Interest is |

| Service | Comments |
|---|---|
| entered into the system by PBM to allow coverage for the product and quantity requested.<br><br>PBM will provide claims appeal services for Participants who request a review of an Adverse Benefit Determination on pharmacy claims, as mutually agreed to by the parties.<br><br>PBM uses commercially reasonable efforts to not reimburse Participants for Prescription Drugs purchased outside of the United States, with the exception of Prescription Drugs purchased for emergency purposes. An exception may also be made for Participants who are covered by a United States health Plan, but who are living abroad. | expected to be paid at overnight deposit rates by UMR's banking institution.<br><br>PBM maintains systems for processing pharmacy claims and may receive access fees as compensation for services PBM provides to Network Pharmacies. |
| **Pharmacy Audits.** During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity ("Auditor") may conduct an annual pharmacy claims audit of UMR's performance under the Agreement once each calendar year. Prior to the commencement of this audit, UMR must receive a signed, a mutually agreeable confidentiality agreement.<br><br>Customer must advise UMR in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UMR. No audits may be initiated or conducted during the months of December and January due to the demands of annual renewals and the implementation period. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. The audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample as approved by UMR. UMR will not support any external audits a) where the audit firm is paid on a contingency basis, or b) that do not use a statistically valid random selection methodology; this includes electronic/data mining audits that are used for purposes of recovery discovery.<br><br>Customer will pay any expenses that it or its Auditor incurs in connection with the audit. In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs due to a customer request related to the audit, such fees to be reviewed and approved by the Customer in advance. For any audit initiated after this Agreement is terminated or for any audit in addition to those provided for in this Section (if approved by UMR), Customer will pay all expenses incurred by UMR.<br><br>UMR will provide Auditor with access to prescription claims data, subject to the provisions of the confidentiality agreement. Additional documentation (e.g. policies and procedures) requested during the course of an audit, other than that needed to determine the accuracy of pharmacy claims payments, may be provided at UMR's reasonable discretion. After reviewing the claims for the audit period, | |

| Service | Comments |
|---|---|
| Auditor may provide a sample size of claims, not to exceed 300 prescription claims per audit, for UMR to perform additional research.<br><br>A final audit report shall be provided by Customer or Auditor in writing to UMR forty-five (45) days after the end of the audit. Such final audit report will contain a representative sample of prescription claims or the entire suspected error population, as well as the dollar amount associated with any suspected errors. If the entire suspected error population is provided, then UMR will review a statistically valid sample of the prescription claims and provide Customer or Auditor with its response within forty-five (45) days of UMR's receipt of the final audit report. Customer or its Auditor shall have thirty (30) calendar days to reply to UMR's response. If Customer or its Auditor fail to provide either the initial final audit report or fail to reply to UMR's audit response within the timeframes provided, then the audit will be considered closed. Any payment made, whether by UMR or Customer, based upon audit findings will be made within thirty (30) days following Customer and UMR agreeing to the audit results and payment of any amounts due as reflected in an executed audit settlement agreement.<br><br>Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a "big four" public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against UMR or UMR's affiliates. However, if no "big four" public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used. Rebate audits are to be conducted separate from claims audits, must be conducted on site at UMR, and are limited to five (5) Rebate agreements. | |
| **Allocation and Payment of Rebates.** UMR and/or PBM will negotiate with drug manufacturers for the payment of Rebates to UMR and/or PBM. The amount of Rebates that is available depends on a number of factors. UMR agrees to share rebates with the Customer to the extent stated on the Fee Schedule. In the event, however, that Customer terminates pharmacy services prior to completion of a full Term of the Agreement, UMR and/or PBM will retain any portion of unpaid rebates.<br>Customer agrees that all payments associated with Rebates and any related interest are not due and owing to Customer until UMR and/or PBM actually pays them to Customer pursuant to this Agreement | Customer will only receive Rebates to the extent that Rebates are actually received by UMR and/or PBM. If a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, UMR shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that UMR has the right to propose a change to the fees as provided for in the Fees Section or increase the percentage of Rebate dollars retained by UMR. |

## F. COBRA SERVICES

| Service | Comments |
|---|---|
| Specific to COBRA (the federal Consolidated Omnibus Budget Reconciliation Act of 1985, and all rules and regulations promulgated thereunder), UMR is not a "Named Fiduciary" of the Plan as defined by the IRC. For Section 1 Definitions, the term "Plan" will include health benefits which are subject to the continuation requirements of COBRA. In addition, the following sections of the Agreement do not apply to the COBRA Program services:<br><br>• Claim Recovery Services and Third Party Liability Recovery<br>• Fraud and Abuse Management | |

| Service | Comments |
|---|---|
| • Benefit Determinations and Appeals<br>• Service Auditor Reports<br>Any reference to Summary Plan Description (SPD) assistance does not apply. | |
| **General Responsibilities of the Customer.**<br>• The Customer shall be responsible for the administration of COBRA, except to the extent expressly delegated to UMR through this Section.<br>• Providing UMR with COBRA premium information and due dates at least two (2) weeks prior to the effective date of the change, and for complying with the COBRA regulations governing the twelve (12) month determination period.<br>• Determining if a Qualifying Event occurs and such determination shall be binding upon UMR. Within thirty (30) calendar days following notification of the Qualifying Event, Customer shall notify UMR of the Qualifying Event by either submitting a completed COBRA Action Form, or submitting information via the COBRA Online Web Notification system, or by utilizing another format that is mutually agreed upon.<br>• Notifying UMR in a timely manner if Customer determines or has reason to believe that the Qualified Beneficiary is not entitled to COBRA. | |
| **General Responsibilities of UMR.**<br>*Use if code 0528 is purchased*<br>• Providing the initial (general) COBRA written notice to newly hired employees, to those enrolling due to a change in status (special enrollment), and to new spouses, for the fee as stated on the Fee Schedule.<br>• Upon notification from Customer of a Qualifying Event via the COBRA Action form or another acceptable means of written communication, UMR shall send a letter to the Qualified Beneficiaries advising them of their rights to continue coverage under federal COBRA including enrollment and payment information.<br>• Upon receipt of a completed enrollment form and appropriate payment, send a letter of confirmation to the COBRA Enrollee acknowledging such receipt.<br>• Collecting COBRA monthly payments from enrollees and provide Customer with a monthly accounting of payments. All such payments shall be retained by UMR until the month end and then shall be returned to Customer in a mutually agreed upon manner.<br>• In the event that a COBRA Enrollee's coverage terminates prior to the end of the maximum COBRA coverage period, UMR shall provide the COBRA Enrollee with a written notice of early termination in accordance with applicable federal COBRA regulations.<br>• Sending a Notice of Unavailability to a Qualified Beneficiary if it is determined by the Customer or UMR that the Qualified Beneficiary is not entitled to COBRA coverage in accordance with applicable federal COBRA regulations. | |
| **COBRA services for Qualified Beneficiaries who are enrolled in a benefit plan with Customer's outside carrier(s).**<br>• Upon notification from the Customer that a Qualifying Event has occurred, UMR will send a letter to the | Customer is fully and solely responsible for ensuring that its insurance policies or contracts with outside carriers are in compliance with COBRA regulations. |

| Service | Comments |
|---|---|
| Qualified Beneficiaries advising them of their rights to continue coverage under federal COBRA including enrollment and payment information.<br>• UMR will consider a Qualified Beneficiary's election and payments to be timely if the election form and monthly payments are received by UMR or postmarked by the due date or within the thirty day grace period. UMR assumes no liability if the outside carrier does not consider these timely, or if there are conflicts with the insurance policy. | Customer is responsible for notifying the outside carriers that all COBRA election forms and premium payments will be sent directly to UMR.<br><br>UMR assumes no liability for meeting state insurance regulations for the outside carriers or Customer.<br><br>The outside carriers that the Customer contracts with are fully and solely responsible for meeting all applicable insurance regulations. |

## G. Flexible Spending Account (FSA) Services

| Service | Comments |
|---|---|
| **General Responsibilities of the Customer.**<br>• Customer is responsible for the administration and compliance of the FSA Plan(s), except to the extent expressly delegated to UMR through this Agreement.<br>• Providing eligible employees with information on the Plan(s) and any applicable regulations.<br>• Obtaining compensation reduction agreements, as applicable, from eligible employees who have elected to receive qualified Plan benefits on a pre-tax basis. | |
| **General Responsibilities of UMR.**<br>• Process claims for reimbursement of FSA Plan benefits. Provide an Employer Forfeiture Report that will be available online each month.<br>• Provide covered employees access to their account information on UMR's 24-hour website, mobile application and interactive voice response system.<br>• At Customer's request, UMR will send a Time Is Running Out letter to covered employees after the end of the Plan's third quarter. | In the event that unused funds remain in the account for a terminated employee or an employee who is no longer eligible to participate in the Plan, those amounts will be reflected within the Employer Forfeiture Report available at the end of the month after any run-out period has ended. |
| *Use if code 0161 is purchased*<br>**Non-Discrimination Testing.** UMR contracts with an outside vendor to provide non-discrimination testing for cafeteria and other plans. The vendor will work directly with Customer to gather necessary information for the testing and to provide a copy of the test results and any recommendations for the Plan. | Customer is responsible for paying the vendor directly for fees associated with the non-discrimination testing. |
| **Debit Card.** UMR contracts with an outside vendor to provide two debit cards to eligible employees. UMR will be responsible for loading each person's available amounts on to the debit card system at the start of each new Plan year and ongoing as described in Customer's SPD, so that the card only covers qualified expenses up to the available balance in the employee's account(s). | Customer is responsible for sending applicable amounts to UMR prior to the start of each new Plan year, for updating UMR if a change is made mid-year, and for providing other Plan-related information that may be needed by UMR for this service. |

## EXHIBIT B – FEES

This exhibit lists the fees Customer must pay UMR for UMR's services during the term of the Agreement. Unless specified otherwise, these fees apply for the period from January 1, 2021 through December 31, 2023. Customer acknowledges that the amounts paid for administrative services are reasonable.

***All fees shown as per employee per month (PEPM) unless otherwise noted***

| **Administration and access fees** | **Subscribers** | **Fees 1/1/2021** | **Fees 1/1/2022** | **Fees 1/1/2023** |
|---|---|---|---|---|
| Medical claims - excludes run-in – includes 1st and 2nd Level Appeals, NurseLine, Utilization Management, Case Management and Disease Management | 496 | $33.77 | $33.77 | $34.56 |
| UnitedHealthcare Choice Plus ® network - access fee | 496 | Included | Included | Included |
| Required stop loss interface fee | 496 | Included | Included | Included |
| Utilization Management (UM) | 496 | Included | Included | Included |
| Case management (CM) | 496 | Included | Included | Included |
| Medical and pharmacy integration - per participating employee per month | 496 | Included | Included | Included |
| Telemedicine (Teladoc) | 496 | Included | Included | Included |
| Plan Advisor | 496 | $2.95 | $2.95 | $3.10 |
| Advanced Claim Review - specialized review of high-cost targeted claims and medical records - % of savings | 496 | 30% | 30% | 30% |
| CRS Benchmark Program – Multiplan's Complimentary Network, Fee Negotiation and Data iSight - % of savings | 496 | 22% | 22% | 22% |
| **Subtotal** | **496** | **$36.72** | **$36.72** | **$37.65** |

| | **Transplant Solution (TS) Services** | |
|---|---|---|
| 1400 | **Transplant Network via Centers of Excellence (COE)**<br>Customer shall pay UMR administrative fee based upon the Transplant type as follows: | |
| | **Bone Marrow/Stem Cell** | |
| | Autologous less than 11 days | $5,000 Per Transplant |
| | Autologous 11 or more Days – breast Cancer | $10,000 Per Transplant |
| | Autologous 11 or more Days – all other diagnosis | $20,000 Per Transplant |
| | Allogeneic – related/unrelated | $20,000 Per Transplant |
| | Non-myeloablative BMT - mini | $5,000 Per Transplant |
| | **Tandem BMT** | |
| | Auto/Auto | $10,000 Per Transplant |
| | Auto/Allo Related Mini | $20,000 Per Transplant |
| | Auto/Allo Unrelated Mini | $20,000 Per Transplant |
| | Heart, Single Lung, Heart/Lung | $10,000 Per Transplant |
| | Double Lung, Multi-Organ | $20,000 Per Transplant |
| | Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel | $20,000 Per Transplant |
| | Kidney | $3,500 Per Transplant |
| | Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas | $7,500 Per Transplant |
| | **Ventricular Assist Devices (VAD)** | |
| | Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant) | 10% of savings, capped at $10,000 Per Case |

| | | |
|---|---|---|
| | Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year) | 10% of savings, capped at $10,000 Per Case |
| | Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only) | 10% of savings, capped at $10,000 Per Year |
| | If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged.<br><br>If a Participant receives transplant care, but no transplant is performed ("Early Term"), the administrative fee will be 35% of the difference between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above.<br><br>A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider's transplant program, (2) cases in which the Participant dies prior to transplant or VAD implant, or (3) cases in which Participant's coverage ends prior to transplant or VAD implant. | |
| | **Transplant Access Program (TAP) Network** | The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees will not exceed the administrative fee for the corresponding transplant set forth in the table above. |
| | **Extra-Contractual Services** | The fees are 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above. |

| | | |
|---|---|---|
| | **Cellular Therapy Services** | Extra-Contractual services are required for Cellular Therapy cases. For Cellular Therapy cases, Customer shall pay UMR an administrative fee equal to 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the provider's usual charges for the same services, not to exceed $20,000 per Cellular Therapy Case as defined in the written agreement entered into between UMR and provider as applicable to the Participant.<br><br>Early Term pricing as set forth above, applies to cases in which the Participant receives care and no cellular therapy infusion occurs (i.e. Early Term Cellular Therapy cases). |
| | **Specialized Physician Review** | The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to $1,295 for a Comprehensive Review from a single reviewer, or $1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to $495 for a single review or $1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of $200 for each physician reviewer. |
| | **Credits** | |

| | | |
|---|---|---|
| 9872 | Implementation Credit | $15,000 One-Time Credit |
| 0767 | Wellness Credit | $15,000 One-Time Credit |

**OptumRx Pharmacy Services**

| | | | |
|---|---|---|---|
| UMR through its Pharmacy Benefit Manager affiliate OptumRx will provide Pharmacy Benefits Services. Fees assume the pharmacy benefits program is not a discount-card program. | | | |
| | | | |
| Rates are contingent upon adoption of OptumRx's Broad Network | | | |
| | **Year 1** | **Year 2** | **Year 3** |
| | | | |
| | **Published AWP** | **Published AWP** | **Published AWP** |
| Electronic claim adjudication - per claim [1] | $0.00 | $0.00 | $0.00 |
| **Retail** | | | |
| Brand discount, plus dispensing fee | 18.50% + $0.60 | 18.75% + $0.60 | 19.00% + $0.60 |
| Net effective generic discount, plus dispensing fee | 81.50% + $0.60 | 81.75% + $0.60 | 82.00% + $0.60 |
| **Home Delivery** | | | |
| Brand discount, plus dispensing fee | 25.00% + $0.00 | 25.25% + $0.00 | 25.50% + $0.00 |
| Net effective generic discount, plus dispensing fee | 85.00% + $0.00 | 85.25% + $0.00 | 85.50% + $0.00 |
| **Retail 90 Rx (Optional)** | | | |
| Brand discount, plus dispensing fee | 20.00% + $0.00 | 20.25% + $0.00 | 20.50% + $0.00 |
| Net effective generic discount, plus dispensing fee | 81.50% + $0.00 | 81.75% + $0.00 | 82.00% + $0.00 |
| | | | |
| **Rebate Share** | | | |
| | 100% Pass-Through | 100% Pass-Through | 100% Pass-Through |
| **Premium PDL** | | | |
| Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim | $200.00 | $220.00 | $240.00 |
| Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim | $425.00 | $450.00 | $475.00 |
| Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim | $425.00 | $450.00 | $475.00 |
| Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim | $800.00 | $825.00 | $850.00 |
| **Select Comprehensive** | | | |
| Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim | $175.00 | $190.00 | $205.00 |
| Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim | $400.00 | $425.00 | $450.00 |
| Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim | $400.00 | $425.00 | $450.00 |
| Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim | $900.00 | $925.00 | $950.00 |

| | | | |
|---|---|---|---|
| **Select** | | | |
| Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim | $150.00 | $165.00 | $180.00 |
| Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim | $350.00 | $375.00 | $4000.00 |
| Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim | $350.00 | $375.00 | $4000.00 |
| Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim | $750.00 | $775.00 | $800.00 |
| | | | |
| **Generic Dispensing Rate Guarantee** | | | |
| Overall | 85.0% | 85.4% | 85.7% |
| | | | |
| Generic Dispense Rate (GDR) means, for any full contract year, the number of Generic Drug prescriptions (including OTC prescriptions) divided by the total number of all prescriptions for such contract year (excluding any Specialty Drugs filled in any channel). To be eligible for the GDR Guarantee, the Client must: (a) maintain an average copayment differential between Tier 1 and Tier 2 of $15 or more within each Plan Design; (b) adopt OptumRx's formulary; (c) implement "Dispense as Written" penalties for DAW 2 claims for the majority of Members; and (d) implement all OptumRx recommended clinical programs (for example, prior authorization, step therapy). The penalty for a missed GDR Guarantee will be calculated by taking the total number of prescriptions multiplied by the percentage the GDR was missed by multiplied by the difference between the average cost for a brand drug and the average cost for a generic drug during the measurement period. Penalties will be calculated within 90 days of the close of the full contract year.<br>• Brand cost is defined as: (Brand Drug ingredient cost + Brand Drug dispensing fee - Brand Drug copayment - Brand Drug Rebate)<br>• Generic cost is defined as: Generic Drug ingredient cost + Generic Drug dispensing fee - Generic Drug copayment - Generic Drug Rebate, if applicable) | | | |
| | | | |
| **Additional Programs** | | | |
| Prior authorizations - per clinical prior authorization | Included | Included | Included |
| | | | |
| Specialty drugs are priced on an individual drug basis, with an estimated average aggregate specialty discount around 18.50%. | | | |
| | | | |
| Compound Drug Claim Pricing: AWP less Standard Contracted Discount + $7.50 Dispensing fee | | | |
| | | | |
| [1] *An additional $1.75 per claim applies to the electronic per claim fee for paper claims.* | | | |
| | | | |
| **Pharmacy Conditions** | | | |
| Fees proposed assume the use of OptumRx™ as the pharmacy benefits manager. | | | |
| | | | |
| Under the Traditional Pricing Model, City of Joplin shall pay the effective retail pharmacy rates as set forth above. These rates may differ from the amounts paid to the retail pharmacies and OptumRx may retain the difference. | | | |
| | | | |
| The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product. | | | |
| | | | |
| Discounts are based on Published AWP. | | | |
| | | | |
| Discounted ingredient costs are based upon the actual 11 digit National Drug Code, specific to the quantity dispensed submitted by a participating network pharmacy at the time of adjudication. | | | |
| | | | |
| Discount and dispensing fee guarantees are reconciled at the aggregate level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee | | | |

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| guarantees are not reconciled on an individual Claim basis. Any excess discount or reimbursement delivered under any discount or reimbursement channel or component may be credited to any other discount or reimbursement contracted for under this Agreement. |
| |
| The effective overall Generic Drug discount rate includes MAC, non-MAC and U&C Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein. |
| |
| Compound Prescription Drug Claims, OTC Claims, Specialty Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products, Claims filled at in-house or Client-owned pharmacies, fraudulent Claims, and Claims filled outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and Georgia will be excluded from the guarantees. |
| |
| UMR reserves the right to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting UMR's performance under the Agreement, including but not limited to: (a) any government imposed change in federal, state of local laws or interpretation thereof or industry wide change that makes UMR's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, authorized Generic Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates. For modifications or amendment made pursuant to (a), (b), or (c) above, UMR agrees to modify the pricing in an equitable manner to preserve the financial interests of both parties and provide documentation that the revised pricing terms are equitable. |
| |
| UMR reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (a) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from City of Joplin's service selection; (b) a reduction of greater than 20% in the total number of Members from the number provided to UMR during pricing negotiations upon which the financial provisions included in this Agreement are based; (c) implementation or addition of a one hundred percent (100%) Member paid Claims Plan Specifications; (d) any substantive change in City of Joplin's formulary, exclusions, utilization management programs, or administrative edits, which may impact Rebates from Drug Manufacturers; or (e) UMR is no longer the exclusive Specialty Pharmacy provider. For modifications or amendments made pursuant to (a), (b), (c), (d), or (e), above, City of Joplin agrees to provide UMR at least ninety (90) days' notice prior to making any changes. In the event the pricing needs to be modified, within forty-five (45) days of City of Joplin's notice, UMR shall provide City of Joplin with any modified pricing to ensure City of Joplin is aware of pricing modifications prior to implementation. |
| |
| OptumRx Specialty Pharmacies shall be the exclusive specialty providers under this Agreement. |
| |
| Medicare Part D Wrap plans are required to use Pass-Through pricing. |
| |
| Groups with in-house pharmacies utilizing 340B or GPO pricing are required to use Pass-Through pricing. |
| |
| Generic Drug Discount includes single source generics. |
| |
| Usual & Customary claims are included within discount guarantees. |
| |
| Zero balance claims are included within discount guarantees prior to the application of member copayment. |
| |
| Retail 90 pricing is for retail claims with greater than 83 days' supply. |
| |
| Home Delivery pricing guarantees require an average days' supply of at least 83 days in the aggregate. |

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| Drugs in the following Specialty therapeutic categories are included in the non-specialty guarantees: HIV, Hepatitis B, Transplant |
| |
| UMR will have no obligation under any financial guarantees under the contract for the contract year (i.e., each 12-month period following the effective date) in which City of Joplin terminates, if the portion of the contract year before the effective date of City of Joplin's termination is less than 12 full months. |
| |
| Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval. |
| |
| **Rebate Management Terms** |
| |
| Rebates will be remitted quarterly, no later than 180 days after the end of the incurred quarter. |
| |
| All rebate guarantees are subject to the following terms: |
| |
| “Rebate” means any discount or rebate that OptumRx receives from Drug Manufacturers, in OptumRx’s capacity as a group purchasing organization for Client, that is contingent upon and related directly to Member use of a Prescription Drug during the Term. “Rebate” does not include Manufacturer Administrative Fees, price protection amounts or any discount, price concession or other direct or indirect compensation OptumRx receives for the purchase of a Prescription Drug or for the provision of any product or service. |
| |
| **Select** |
| City of Joplin's adoption, without deviation, of OptumRx’s formulary, as well as any changes OptumRx makes to its formulary. |
| |
| **Select Comprehensive** |
| Select Comprehensive rebates are contingent upon: City of Joplin's adoption, without deviation, of OptumRx’s formulary and the following utilization management programs (Prior Authorization, Step Therapy and Quantity Limits) as well as any changes OptumRx makes to its formulary or utilization management programs. |
| |
| **Premium PDL** |
| Premium Formulary rebates are contingent upon: City of Joplin's adoption, without deviation, of OptumRx’s formulary and formulary exclusions, as well as any changes OptumRx makes to its formulary and formulary exclusions; and the implementation of the step therapies required by OptumRx, as well as any changes OptumRx makes to its formulary or utilization management programs. |
| |
| Rebates and the Guaranteed Rebate Amount excludes ineligible Claims, such as Claims with invalid service provider identification or Prescription Drug numbers; Claims with an invalid submit date; Claims with zero days supplied; Claims with zero quantity; Claims where the plan is not the primary payer; Claims for plans where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50 percent of the Claim when evaluated in aggregate at the therapeutic class level; Generic Drug Claims; products not covered by City of Joplin’s benefit design or formulary; fraudulent Claims; multi-source Brand Drugs; House Generic Drug Claims; direct member submitted Claims; Claims for devices without a Prescription Drug component or claims that are not for Prescription Drugs (except for insulins or diabetic test strips); Claims for re-packaged NDCs; stale dated Claims over 180 days old; Compound Prescription Drug Claims; Claims from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act; or Claims from entities eligible for federal supply schedule prices (for example, Department of Veterans Affairs, U.S. Public Health Service, Department of Defense, Indian Health Services); long term care facility Claims; Medicaid Managed Care Claims in states where the state law prohibits OptumRx from collecting supplemental Rebates; or for utilization pursuant to a consumer card or discount card program |

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| where the plan had no cost liability on the Claim or Claims that are otherwise not eligible for Rebates under the Rebate Agreement with the applicable Drug Manufacturer. |
| |
| UMR may adjust Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) if any of the following occur: (a) if City of Joplin makes any change to its formulary, not initiated by OptumRx, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs, or (c) if future Formulary changes reduce Rebates. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of this Agreement. |
| |
| Rebate guarantees are reconciled in the aggregate. |
| |
| City of Joplin may choose only one pharmacy network option during any given contract year. The following pharmacy network options are available for selection: |
| **Broad Network** |
| The Broad Network is OptumRx's most comprehensive pharmacy network and provides access to more than 67,000 retail pharmacies, including all major pharmacy chains. |
| |
| **Standard Network** |
| The Standard Network is anchored by either Walgreens or CVS Pharmacy, based upon City of Joplin's selection. The Standard Network provides deeper discounts, but requires members to utilize a restricted network of pharmacies. The Standard Network provides access to approximately 50,000 retail pharmacies. |
| |
| **Walgreens90/CVS90 Saver Network** |
| Under the Walgreens90/CVS90 Saver Network, Members may only obtain retail 90 prescriptions at a Walgreens Pharmacy (Walgreens90)/CVS Pharmacy (CVS90) or at OptumRx's Home Delivery Pharmacy, with the exception that up to 2 retail 30 prescriptions ("Grace Fills") may be filled at any Network Pharmacy. Members shall be incentivized to use the Walgreens90/CVS90 Saver Network through copayment design, with the exception of Grace Fills. Members shall pay 50 percent of the cost of any retail maintenance prescription filled outside of a Walgreens (Walgreens90)/CVS (CVS90) Pharmacy or OptumRx's Home Delivery Pharmacy, with the exception of Grace Fills. All pricing guarantees for Walgreens90/CVS90 Saver are contingent upon OptumRx's Home Delivery Pharmacy acting as the exclusive mail service provider. Maintenance status of a claim is defined by the Pricing Source maintenance indicator. |
| |
| **Walgreens90/CVS90 Saver Plus Network** |
| Under the Walgreens90/CVS90 Saver Plus Network, Members may only obtain retail 90 prescriptions at a Walgreens Pharmacy (Walgreens90)/CVS Pharmacy (CVS90) or at OptumRx's Home Delivery Pharmacy, with the exception that up to 2 retail 30 prescriptions ("Grace Fills") may be filled at any Network Pharmacy. Members shall be incentivized to use the Walgreens90/CVS90 Saver Plus Network through copayment design, with the exception of Grace Fills. Members shall pay 100 percent of the cost of any retail maintenance prescription filled outside of a Walgreens (Walgreens90)/CVS (CVS90) Pharmacy or OptumRx's Home Delivery Pharmacy, with the exception of Grace Fills. All pricing guarantees for Walgreens90/CVS90 Saver Plus are contingent upon OptumRx's Home Delivery Pharmacy acting as the exclusive mail service provider. Maintenance status of a claim is defined by the Pricing Source maintenance indicator. |

**Fees for Optional Services**

[Placeholder for final elected services]

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

UMR may receive direct or indirect compensation from third parties in the course of administering Customer's Plan(s), such as commissions paid to UMR for the placement of stop loss policies, or being the third party administrator of record. All third party compensation received is taken into account by UMR when it prices the administrative fees that it charges Customer for services under this Agreement to the extent reasonably possible, it being understood that certain compensation relates to UMR's total book of business rather than to any single customer.

A stop loss interface fee surcharge applies if stop loss coverage is not placed with a UMR preferred market. Consult your UMR representative for a list of preferred markets.

Certain pharmacies may be exempt from the above rates and discounts if they are located in a state that elects to participate at a state fee schedule rate.

UMR agrees to use commercially reasonable efforts to ensure that the Plan remains cost neutral when Average Wholesale Pricing (AWP) modifications occur, however it is understood that UMR has no control over changes in federal, state or other applicable law or regulation that requires AWP modifications, or if there is a material change to the AWP as published by the pricing agency that establishes Average Wholesale Prices.

**Implementation Credit**

UMR is providing an implementation credit to Customer as shown in the Fee table above. UMR will apply the implementation credit to Customer's administrative fee billing until the credit amount is exhausted, starting with the initial billing.

**Conditions**: The following conditions apply to the one-time implementation credit:

- Requires a three year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Assumes an enrolled employee count within 15% of the quoted employee count of 496.
- Assumes an Effective date of January 1, 2021.

**Early Termination Fees.** In exchange for this credit, Customer agrees to repay UMR the following amounts, not to exceed the actual amount credited, if Customer terminates this Agreement prior to the end of the initial three-year term for reasons other than UMR's material breach of the Agreement:

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR $15,000.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR $10,000
- If Customer terminates the Agreement during the third year of the Agreement, Customer shall pay UMR $5,000

**Wellness Credit**

UMR has provided a annual wellness credit as shown in the Fee table above to Customer for purposes of implementing wellness initiatives. This credit can be used towards UMR Health and Wellness programs, if purchased, and related resources used to improve the health and well-being of persons.

**Eligible Services Covered by the Wellness Credit includes:**

- UMR Health & Wellness services to include Clinical health risk assessments (CHRAs), biometric screenings, cholesterol, blood pressure, glucose, etc. or health coaching.

- Incentives provided to encourage participation in wellness programs such as gift cards for CHRA and biometric completion, or for coaching completion, company-wide drawing, fitness equipment at a person's desk such as peddlers, stretch bands, balance ball chairs, or walking workstations.
- Fitness packages such as pedometers, exercise logs, weight loss, nutrition or exercise guidelines.
- Fitness center equipment
- Wellness resource library – DVDs and CDs
- Wellness program communication plan
- One-week, onsite, enhanced environmental audit (available through UMR)
- Onsite fitness testing program (available through UMR)
- Onsite coaching – 2 days/quarter (available through UMR)
- Onsite health and wellness or behavioral change classes such as Weight Watchers or stress management.
- Fund company-wide fitness or wellness competitions such as Biggest Loser, or Get Fit.
- Flu shots

UMR will consult with Customer to develop a plan to use wellness credits, if requested. Expenses not listed above are subject to prior written approval by UMR.

**Conditions**: The following conditions apply to the wellness credit:

- Requires a three year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Any unused credit dollars at the end of the specified term are forfeited by the Customer.
- Reimbursement or payment will not be made directly to any person or vendor.
- Approved credit expenses are credited to the ASO fees on the monthly bill.
- Assumes final medical enrollment is within 15% of the quoted employee count of 496.

**Early Termination Fees**. In exchange for this credit, Customer agrees to repay UMR the following amounts, not to exceed the actual amount credited, if Customer terminates this Agreement prior to the end of the initial three-year term for reasons other than UMR's material breach of the Agreement:

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR 100% of the wellness credit.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR 50% of the wellness credit.
- If Customer terminates the Agreement during the third year of the Agreement, Customer shall pay UMR 25% of the wellness credit.

## EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Base Medical Service Fees payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. If the Agreement terminates prior to the Customer's recovery of such credit, UMR shall refund such amount to the Customer for each deviation from the performance guaranteed in this Exhibit (as defined below). Such service fee credit will be granted providing the conditions identified below are met. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period of the Agreement, unless otherwise amended. With respect to the aspects of UMR's performance addressed in this Exhibit, these fee adjustments are Customer's exclusive financial remedies.

The first year of the performance guarantees will run for a nine-month period and will apply to all medical claims processed by UMR from April 1, 2021 through December 31, 2023. Thereafter, the performance guarantees shall be based on medical claims processed during the succeeding twelve-month Agreement year.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

UMR shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent UMR's failure is due to Customer's actions or inactions or if UMR fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or UMR's required compliance with any law, regulation, or governmental agency mandate or anything beyond UMR's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, UMR may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If UMR specifies new performance guarantees, UMR will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

The parties agree to the minimum performance guarantees set forth below. Should plan enrollment decrease by more than fifteen percent (15%) these performance guarantees are terminated and null and void.

## I. Financial Accuracy

UMR agrees that Claim payments, on an aggregated dollar basis, shall be ninety-nine percent (99%) accurate to the plan of benefits. If however, the financial accuracy falls below the agreed upon level, UMR will give a credit as stated on the table below.

Financial Accuracy will be calculated by dividing the total audited dollars paid correctly by the total audited dollars processed. This will be measured on department results.

| UMR's Performance | Penalty |
|---|---|
| 99% or higher | 0% |
| 98.5% to 98.9% | 1% |
| 98.0% to 98.4% | 2% |
| Less than 98.0% | 3% |

## II. Turnaround Time

UMR agrees that ninety percent (90%) of all clean Claims will be processed within 10 business days from the date that UMR receives all information necessary to adjudicate the Claim. In the event that UMR's turnaround time falls below the agreed upon level, UMR will give a credit as stated on the table below.

Claims will be considered "processed" when UMR has released the Claim for payment, denial or request for additional information. This will be measured on department results.

| UMR's Performance | Penalty |
|---|---|
| 90.0% or higher | 0% |
| 85.0% to 89.9% | 1% |
| 80.0% to 84.9% | 2% |
| Less than 80.0% | 3% |

## III. Customer Service

UMR guarantees the following levels of customer service will be maintained.
These areas are all measured based on department results.

### 1. Average speed-to-answer telephone calls

UMR agrees that on average, calls will be answered in thirty (30) seconds or less. If calls are answered in more than thirty (30) seconds, UMR will give a credit as stated on the table below.

| UMR's Performance | Penalty |
|---|---|
| 30 seconds or less average | 0% |
| 31 to 45 seconds average | 1% |
| 46 seconds or higher average | 2% |

### 2. Abandonment Rate

UMR agrees that on average, three percent (3%) or less of calls may be abandoned. If more than the agreed upon level of calls are abandoned, UMR will give a credit as stated on the table below.

| UMR's Performance | Penalty |
|---|---|
| 3.0% or less average | 0% |
| 3.1% to 4.0% average | 1% |
| More than 4.0% average | 2% |

**Aggregate Penalty:** The aggregate maximum penalty will not exceed 5% of the annual base medical administration fee and the network access fees.

**Performance Guarantee Conditions:**

- Performance Guarantees begin 90 days after plan effective date.
- Performance Guarantees are for medical claims administration.
- Performance Guarantees are measured annually.
- Performance Penalties will be credited on the invoice following the annual measurement.
- Performance Guarantees are not in effect until a signed administrative service contract is received.

**Account Management**

UMR agrees the account management scorecard will be an average of 3 or higher. Every quarter we will send the scorecard to you via email. You will have three weeks to respond. If we don't hear back from you, the rating defaults to an automatic average of 4 (4=always meets expectations). If however, the score falls below the agreed upon level, UMR will give a credit as stated on the table below.

The guarantee is calculated by the average of all eight measurable needs on the attached account management service scorecard:

| UMR's Performance | Penalty |
|---|---|
| Average score of 3 or higher | 0% of medical administration and network access fee |
| Average score of 2.5 through 2.99 | 1% of medical administration and network access fee |
| Average score of 2.0 through 2.49 | 2% of medical administration and network access fee |
| Average score below 2 | 3% of medical administration and network access fee |

**Aggregate Penalty:** The aggregate maximum penalty will not exceed 3% of the annual base medical administration fee and the network access fees.

**Guarantee Conditions:**

- Performance Guarantees are measured annually.
- Performance Penalties will be credited on the invoice following the annual measurement.
- Performance Guarantees are not in effect until a signed administrative service contract is received.


Proprietary Information of UnitedHealth Group

## EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is incorporated into and made part of the Administrative Services Agreement ("Agreement") between UMR, Inc. on behalf of itself and its affiliates ("Business Associate") and City of Joplin, MO ("Covered Entity") and is effective on 1/01/2021.

The parties hereby agree as follows:

**1. DEFINITIONS**

1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA").

1.2 "Privacy Rule" means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

1.3 "PHI" means Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to the performance of the Services.

1.4 "Security Rule" means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

1.5 "Services" means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

**2. RESPONSIBILITIES OF BUSINESS ASSOCIATE**

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law, except that to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).

2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D) Business Associate shall pay for the reasonable and actual costs associated with those notifications.

2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure, of PHI that apply to Business Associate with respect to that PHI.

2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.

2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.

2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

2.10 comply with the applicable requirements of 42 CFR Part 2 to the extent Covered Entity, a Part 2 program or another lawful holder provides Part 2 Records to Business Associate in accordance with 42 CFR § 2.32 or Subpart D.

## 3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

## 4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures, permitted or required by this BAA or the Agreement, Business Associate may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, on the condition that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule, which de-identified information does not constitute PHI, is not subject to this BAA and may be used and disclosed on Business Associate's own behalf.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.

4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

**5. TERMINATION**

5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of the Covered Entity, if feasible to do so, including such PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations, and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

**6. MISCELLANEOUS**

6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.

6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-513 – Approving a budget amendment for FY 2020.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-513 Ordinance; Schedule "A" Budget Amendment

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill amends the adopted 2019-2020 Budget of the City of Joplin.

**BACKGROUND**
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the general fund budget in the amount of $64,500.00 to provide masks for the citizens of Joplin.

This budget amendment increases revenue and expenditures in the same amount. A request will be submitted to the County for reimbursement of this expenditure under the CARES grant. While it is likely this item will qualify for reimbursement, there is no guarantee until it is approved by the County. If this item is not approved for reimbursement, the general fund will fund this item.

This budget amendment will cover the cost of 50,000 reusable cotton-type masks. The cost of masks changes daily, so the cost could change by the time the order is placed. Upon approval of this budget amendment, the order will be placed immediately to lock in the lowest price possible and ensure timely shipment.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $64,500.00 and expenditures by $64,500.00.

**FUNDING SOURCE**
This item is not applicable for budget amendments.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis to quickly order masks for citizens.

**COUNCIL BILL NO. 2020-513** **ORDINANCE NO.**

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

WHEREAS, the City of Joplin, Missouri passed Ordinance 2019-166 on October 21, 2019, which estimated revenues and appropriated funds for the fiscal year 2019-2020, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing revenue by the total amount of Sixty-Four Thousand Five Hundred Dollars and No Cents ($64,500.00) and by increasing appropriations by the total amount of Sixty-Four Thousand Five Hundred Dollars and No Cents ($64,500.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
6-Jul-20

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 001 | General Fund | | | | | |
| | Grant Revenue | 001-0000-470-1501 | CARES Grant | $ | 64,500 | |
| | Finance Accounting Services | 001-2003-500-5008 | COVID-19 Costs | | | 64,500 |
| | Total General Fund | | | $ | 64,500 | 64,500 |
| | Grand Total | | | $ | 64,500 | 64,500 |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-514 – Approving additional positions for the Salary Administration Plan.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-514 Ordinance; Exhibit "A" Salary Administration Plan

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill makes revisions to the Salary Administration Plan.

**BACKGROUND**
In order to respond to COVID-19, the Health Department is creating additional temporary full-time positions. The job descriptions are still being developed and will be presented to the personnel board. However, in order to quickly respond to this emergency, the positions are being added to the Salary Administration Plan so the positions can be filled as quickly as possible. Three new positions are being added for this response:

- Case Investigator/Contact Tracer, Grade 170
- Lead Case Investigator/Contact Tracer, Grade 200
- Data Manager, Grade 200

These positions are temporary in nature and will be funded by the CARES grant received by the Counties.

Additionally, the Assistant City Manager position is being reinstituted at Grade 410.

**FUNDING SOURCE**
This item is not applicable for this item.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis to help respond to COVID-19 quickly.

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JULY 6, 2020
* - 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 | $9.719 | $9.913 | $10.112 | $10.314 | $10.520 | $10.731 | $10.945 | $11.164 | $11.387 | $11.615 | $11.847 | $12.084 | $12.326 | $12.573 | $12.824 | $13.080 | $13.342 | $13.609 | $13.881 | $14.159 | | |
| | | $20,216 | $20,620 | $21,032 | $21,453 | $21,882 | $22,320 | $22,766 | $23,221 | $23,686 | $24,159 | $24,643 | $25,135 | $25,638 | $26,151 | $26,674 | $27,207 | $27,752 | $28,307 | $28,873 | $29,450 | | |
| 110 | Custodian | $10.714 | $10.928 | $11.147 | $11.370 | $11.597 | $11.829 | $12.066 | $12.307 | $12.553 | $12.804 | $13.060 | $13.322 | $13.588 | $13.860 | $14.137 | $14.420 | $14.708 | $15.002 | $15.302 | $15.608 | | |
| | Laborer I | $22,285 | $22,731 | $23,185 | $23,649 | $24,122 | $24,605 | $25,097 | $25,599 | $26,111 | $26,633 | $27,165 | $27,709 | $28,263 | $28,828 | $29,405 | $29,993 | $30,593 | $31,205 | $31,829 | $32,465 | | |
| | Utility Worker | | | | | | | | | | | | | | | | | | | | | | |
| | WIC Certifier | | | | | | | | | | | | | | | | | | | | | | |
| 120 | Airport Operations Worker | $11.250 | $11.475 | $11.705 | $11.939 | $12.177 | $12.421 | $12.669 | $12.923 | $13.181 | $13.445 | $13.714 | $13.988 | $14.268 | $14.553 | $14.844 | $15.141 | $15.444 | $15.753 | $16.068 | $16.389 | | |
| | Court Assistant I | $23,400 | $23,868 | $24,345 | $24,832 | $25,329 | $25,835 | $26,352 | $26,879 | $27,417 | $27,965 | $28,524 | $29,095 | $29,677 | $30,270 | $30,876 | $31,493 | $32,123 | $32,766 | $33,421 | $34,089 | | |
| | Transit Dispatcher | | | | | | | | | | | | | | | | | | | | | | |
| | Transit Driver I | | | | | | | | | | | | | | | | | | | | | | |
| 130 | Automotive Service Worker | $11.812 | $12.048 | $12.289 | $12.535 | $12.786 | $13.041 | $13.302 | $13.568 | $13.840 | $14.116 | $14.399 | $14.687 | $14.980 | $15.280 | $15.586 | $15.897 | $16.215 | $16.540 | $16.870 | $17.208 | | |
| | Laborer II | $24,569 | $25,060 | $25,562 | $26,073 | $26,594 | $27,126 | $27,669 | $28,222 | $28,786 | $29,362 | $29,949 | $30,548 | $31,159 | $31,783 | $32,418 | $33,067 | $33,728 | $34,402 | $35,091 | $35,792 | | |
| | Recreation Leader | | | | | | | | | | | | | | | | | | | | | | |
| | Senior Clerk | | | | | | | | | | | | | | | | | | | | | | |
| | Transit Driver II | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Laboratory Assistant | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Utility Worker | | | | | | | | | | | | | | | | | | | | | | |
| 140 | Compliance Officer I | $12.402 | $12.650 | $12.903 | $13.161 | $13.424 | $13.693 | $13.967 | $14.246 | $14.531 | $14.822 | $15.118 | $15.420 | $15.729 | $16.043 | $16.364 | $16.691 | $17.025 | $17.366 | $17.713 | $18.067 | | |
| | Detention Officer | $25,796 | $26,312 | $26,838 | $27,375 | $27,923 | $28,481 | $29,051 | $29,632 | $30,224 | $30,829 | $31,445 | $32,074 | $32,716 | $33,370 | $34,037 | $34,718 | $35,413 | $36,121 | $36,843 | $37,580 | | |
| | Engineering Assistant | | | | | | | | | | | | | | | | | | | | | | |
| | Equipment Operator | | | | | | | | | | | | | | | | | | | | | | |
| | Human Resources Assistant | | | | | | | | | | | | | | | | | | | | | | |
| | Parks Caretaker | | | | | | | | | | | | | | | | | | | | | | |
| | Police Services Assistant | | | | | | | | | | | | | | | | | | | | | | |
| | Utility Locator | | | | | | | | | | | | | | | | | | | | | | |
| 150 | Animal Control Officer | $13.023 | $13.283 | $13.549 | $13.820 | $14.097 | $14.378 | $14.666 | $14.959 | $15.259 | $15.564 | $15.875 | $16.192 | $16.516 | $16.847 | $17.184 | $17.527 | $17.878 | $18.235 | $18.600 | $18.972 | | |
| | Court Assistant II | $27,088 | $27,630 | $28,182 | $28,746 | $29,321 | $29,907 | $30,505 | $31,115 | $31,738 | $32,372 | $33,020 | $33,680 | $34,354 | $35,041 | $35,742 | $36,457 | $37,186 | $37,930 | $38,688 | $39,462 | | |
| | CVB Tourism & Events Specialist | | | | | | | | | | | | | | | | | | | | | | |
| | Parks Facilities Maintenance Technician | | | | | | | | | | | | | | | | | | | | | | |
| | Recreation Coordinator | | | | | | | | | | | | | | | | | | | | | | |
| | Traffic Markings and Sign Technician | | | | | | | | | | | | | | | | | | | | | | |
| | Transit Driver Supervisor | | | | | | | | | | | | | | | | | | | | | | |
| 160 | Accounting Specialist | $14.358 | $14.645 | $14.938 | $15.237 | $15.542 | $15.852 | $16.169 | $16.493 | $16.823 | $17.159 | $17.502 | $17.852 | $18.209 | $18.574 | $18.945 | $19.324 | $19.710 | $20.105 | $20.507 | $20.917 | | |
| | Automotive Mechanic I | $29,865 | $30,462 | $31,071 | $31,693 | $32,326 | $32,973 | $33,632 | $34,305 | $34,991 | $35,691 | $36,405 | $37,133 | $37,876 | $38,633 | $39,406 | $40,194 | $40,998 | $41,818 | $42,654 | $43,507 | | |
| | Compliance Officer II | | | | | | | | | | | | | | | | | | | | | | |
| | Evidence Technician | | | | | | | | | | | | | | | | | | | | | | |
| | Heavy Equipment Operator | | | | | | | | | | | | | | | | | | | | | | |
| | Human Resources Specialist | | | | | | | | | | | | | | | | | | | | | | |
| | Legal Specialist | | | | | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Operator | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Operator | | | | | | | | | | | | | | | | | | | | | | |
| 170 | Assistant City Clerk | $15.077 | $15.379 | $15.686 | $16.000 | $16.320 | $16.646 | $16.979 | $17.319 | $17.665 | $18.018 | $18.379 | $18.746 | $19.121 | $19.504 | $19.894 | $20.292 | $20.697 | $21.111 | $21.534 | $21.964 | | |
| | Case Investigator/Contact Tracer (Temporary) | $31,360 | $31,987 | $32,627 | $33,280 | $33,945 | $34,624 | $35,317 | $36,023 | $36,743 | $37,478 | $38,228 | $38,992 | $39,772 | $40,568 | $41,379 | $42,207 | $43,051 | $43,912 | $44,790 | $45,686 | | |
| | 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 | $15.829 | $16.146 | $16.468 | $16.798 | $17.134 | $17.476 | $17.826 | $18.183 | $18.546 | $18.917 | $19.295 | $19.681 | $20.075 | $20.476 | $20.886 | $21.304 | $21.730 | $22.164 | $22.608 | $23.060 | | |
| | Automotive Mechanic II | $32,924 | $33,583 | $34,254 | $34,940 | $35,638 | $36,351 | $37,078 | $37,820 | $38,576 | $39,348 | $40,135 | $40,937 | $41,756 | $42,591 | $43,443 | $44,312 | $45,198 | $46,102 | $47,024 | $47,965 | | |
| | Building Maintenance Technician | | | | | | | | | | | | | | | | | | | | | | |
| | Nutritionist I (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Recycling Coordinator | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Plant Technician | | | | | | | | | | | | | | | | | | | | | | |
| 190 | Building Inspector | $16.621 | $16.953 | $17.292 | $17.638 | $17.991 | $18.351 | $18.718 | $19.092 | $19.474 | $19.864 | $20.261 | $20.666 | $21.079 | $21.501 | $21.931 | $22.370 | $22.817 | $23.273 | $23.739 | $24.214 | | |
| | Construction Inspector | $34,572 | $35,263 | $35,968 | $36,688 | $37,421 | $38,170 | $38,933 | $39,712 | $40,506 | $41,316 | $42,143 | $42,986 | $43,845 | $44,722 | $45,617 | $46,529 | $47,460 | $48,409 | $49,377 | $50,364 | | |
| | Environmental Public Health Specialist I (E) | | | | | | | | | | | | | | | | | | | | | | |
| | GIS Technician | | | | | | | | | | | | | | | | | | | | | | |
| | Property Negotiator/Appraiser | | | | | | | | | | | | | | | | | | | | | | |
| 200 | Community Health Planner/Educator (E) | $17.451 | $17.800 | $18.156 | $18.519 | $18.890 | $19.267 | $19.653 | $20.046 | $20.447 | $20.856 | $21.273 | $21.698 | $22.132 | $22.575 | $23.026 | $23.487 | $23.956 | $24.436 | $24.924 | $25.423 | | |
| | Data Manager (Temporary) | $36,298 | $37,024 | $37,765 | $38,520 | $39,290 | $40,076 | $40,878 | $41,695 | $42,529 | $43,380 | $44,247 | $45,132 | $46,035 | $46,955 | $47,895 | $48,852 | $49,829 | $50,826 | $51,843 | $52,879 | | |
| | Golf Course Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Lead Case Investigator/Contact Tracer (Temporary) | | | | | | | | | | | | | | | | | | | | | | |
| | Nutritionist II (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Planner (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Supervisor | | | | | | | | | | | | | | | | | | | | | | |
| | Utility Billing Supervisor | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Pretreatment Technician | | | | | | | | | | | | | | | | | | | | | | |
| 210 | Asst CVB Dir/Director of Sales/CVB (E) | $18.324 | $18.690 | $19.064 | $19.446 | $19.834 | $20.231 | $20.636 | $21.049 | $21.469 | $21.899 | $22.337 | $22.784 | $23.239 | $23.704 | $24.178 | $24.662 | $25.155 | $25.658 | $26.171 | $26.695 | | |
| | Building Maintenance Supervisor (E) | $38,114 | $38,876 | $39,654 | $40,447 | $41,256 | $42,081 | $42,922 | $43,781 | $44,657 | $45,550 | $46,461 | $47,390 | $48,338 | $49,304 | $50,291 | $51,296 | $52,322 | $53,369 | $54,436 | $55,525 | | |
| | Chief Wastewater Plant Technician | | | | | | | | | | | | | | | | | | | | | | |
| | Communications Technician | | | | | | | | | | | | | | | | | | | | | | |
| | Environmental Public Health Specialist II (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Fire Apparatus Fleet Manager | | | | | | | | | | | | | | | | | | | | | | |
| | IT Analyst | | | | | | | | | | | | | | | | | | | | | | |
| | Land Surveyor (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Public Safety Communications Manager (E) | | | | | | | | | | | | | | | | | | | | | | |
| 300 | Assistant to the City Manager (E) | $19.240 | $19.625 | $20.017 | $20.418 | $20.826 | $21.243 | $21.667 | $22.101 | $22.543 | $22.994 | $23.453 | $23.923 | $24.401 | $24.889 | $25.387 | $25.895 | $26.412 | $26.941 | $27.479 | $28.029 | $28.590 | $29.161 |
| | Fleet Maintenance Supervisor (E) | $40,019 | $40,820 | $41,636 | $42,469 | $43,318 | $44,184 | $45,068 | $45,969 | $46,889 | $47,827 | $48,783 | $49,759 | $50,754 | $51,769 | $52,804 | $53,861 | $54,938 | $56,037 | $57,157 | $58,300 | $59,466 | $60,656 |
| | Golf Course Professional (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Infrastructure Maintenance Supervisor (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Plans Reviewer | | | | | | | | | | | | | | | | | | | | | | |
| | Recreation Manager (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Laboratory Supervisor | | | | | | | | | | | | | | | | | | | | | | |
| | Wastewater Pretreatment Inspector | | | | | | | | | | | | | | | | | | | | | | |
| 310 | Assistant Wastewater Plant Superintendent | $20.203 | $20.607 | $21.019 | $21.440 | $21.868 | $22.306 | $22.752 | $23.207 | $23.671 | $24.144 | $24.627 | $25.120 | $25.622 | $26.135 | $26.657 | $27.191 | $27.734 | $28.289 | $28.855 | $29.432 | $30.021 | $30.621 |
| | Communications Technician Manager (E) | $42,022 | $42,863 | $43,720 | $44,594 | $45,486 | $46,396 | $47,324 | $48,270 | $49,236 | $50,220 | $51,225 | $52,249 | $53,294 | $54,360 | $55,447 | $56,556 | $57,688 | $58,841 | $60,018 | $61,218 | $62,443 | $63,692 |
| | Community Health Nurse (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Emergency Management Coordinator (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Jail Administrator (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Public Information Officer (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Regional Response Planner (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Senior Accountant (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Transportation Coordinator (E) | | | | | | | | | | | | | | | | | | | | | | |
| | WIC Services Coordinator (E) | | | | | | | | | | | | | | | | | | | | | | |
| 320 | * Assistant Director of Human Resources/Safety Manager (E) | $21.213 | $21.637 | $22.070 | $22.511 | $22.962 | $23.421 | $23.889 | $24.367 | $24.854 | $25.351 | $25.859 | $26.376 | $26.903 | $27.441 | $27.990 | $28.550 | $29.121 | $29.703 | $30.297 | $30.903 | $31.521 | $32.152 |
| | Athletic Facilites Superintendent ( E) | $44,123 | $45,006 | $45,906 | $46,824 | $47,760 | $48,715 | $49,690 | $50,684 | $51,697 | $52,731 | $53,786 | $54,861 | $55,959 | $57,078 | $58,219 | $59,384 | $60,571 | $61,783 | $63,019 | $64,279 | $65,565 | $66,876 |
| | Capital Improvement Project Manager ( E) | | | | | | | | | | | | | | | | | | | | | | |
| | Cemetery Superintendent ( E) | | | | | | | | | | | | | | | | | | | | | | |
| | Financial Analyst (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Medical Services Coordinator (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Parks Maintenance Superintendent (E) | | | | | | | | | | | | | | | | | | | | | | |
| 330 | Airport Manager (E) | $22.274 | $22.719 | $23.174 | $23.637 | $24.110 | $24.592 | $25.084 | $25.586 | $26.098 | $26.619 | $27.152 | $27.695 | $28.249 | $28.814 | $29.390 | $29.978 | $30.577 | $31.189 | $31.813 | $32.449 | $33.098 | $33.760 |
| | * Assistant City Prosecutor (E) | $46,330 | $47,257 | $48,202 | $49,166 | $50,149 | $51,152 | $52,175 | $53,219 | $54,283 | $55,369 | $56,476 | $57,605 | $58,758 | $59,933 | $61,131 | $62,354 | $63,601 | $64,873 | $66,171 | $67,494 | $68,844 | $70,221 |
| | Civil Engineer I (E) | | | | | | | | | | | | | | | | | | | | | | |
| | * Municipal Court Administrator (E) | | | | | | | | | | | | | | | | | | | | | | |
| 340 | CDBG Project Manager (E) | $23.388 | $23.856 | $24.333 | $24.820 | $25.316 | $25.822 | $26.339 | $26.865 | $27.403 | $27.951 | $28.510 | $29.080 | $29.662 | $30.255 | $30.860 | $31.477 | $32.107 | $32.749 | $33.404 | $34.072 | $34.753 | $35.448 |
| | Chief Building Official (E) | $48,647 | $49,620 | $50,612 | $51,625 | $52,657 | $53,710 | $54,784 | $55,880 | $56,998 | $58,138 | $59,300 | $60,486 | $61,696 | $62,930 | $64,189 | $65,473 | $66,782 | $68,118 | $69,480 | $70,870 | $72,287 | $73,733 |
| | City Prosecutor (E) | | | | | | | | | | | | | | | | | | | | | | |
| | * Infrastructure Superintendent (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Network Manager | | | | | | | | | | | | | | | | | | | | | | |
| | 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) | $24.557 | $25.048 | $25.549 | $26.060 | $26.581 | $27.113 | $27.655 | $28.208 | $28.772 | $29.348 | $29.935 | $30.534 | $31.144 | $31.767 | $32.402 | $33.050 | $33.711 | $34.386 | $35.073 | $35.775 | $36.490 | $37.220 |
| | * Assistant Director of Health & Env/Epid Coordinator (E) | $51,079 | $52,100 | $53,142 | $54,205 | $55,289 | $56,395 | $57,523 | $58,673 | $59,847 | $61,044 | $62,264 | $63,510 | $64,780 | $66,076 | $67,397 | $68,745 | $70,120 | $71,522 | $72,953 | $74,412 | $75,900 | $77,418 |
| | * Assistant Director of Planning, Development and Neighborhood Services (E) | | | | | | | | | | | | | | | | | | | | | | |
| | Civil Engineer II (E) | | | | | | | | | | | | | | | | | | | | | | |
| | * CVB Director (E) | | | | | | | | | | | | | | | | | | | | | | |
| 360 | * Assistant Director of Public Works/Operations (E) | $25.785 | $26.301 | $26.827 | $27.363 | $27.911 | $28.469 | $29.038 | $29.619 | $30.211 | $30.815 | $31.432 | $32.060 | $32.702 | $33.356 | $34.023 | $34.703 | $35.397 | $36.105 | $36.827 | $37.564 | $38.315 | $39.081 |
| | * Assistant Finance Director (E) | $53,633 | $54,705 | $55,800 | $56,916 | $58,054 | $59,215 | $60,399 | $61,607 | $62,839 | $64,096 | $65,378 | $66,686 | $68,019 | $69,380 | $70,767 | $72,183 | $73,626 | $75,099 | $76,601 | $78,133 | $79,696 | $81,289 |
| 370 | * Human Resources Director/Risk Mgmt (E) | $29.848 | $30.445 | $31.054 | $31.675 | $32.308 | $32.955 | $33.614 | $34.286 | $34.972 | $35.671 | $36.385 | $37.112 | $37.854 | $38.612 | $39.384 | $40.171 | $40.975 | $41.794 | $42.630 | $43.483 | $44.353 | $45.240 |
| | | $62,084 | $63,326 | $64,592 | $65,884 | $67,202 | $68,546 | $69,916 | $71,315 | $72,741 | $74,196 | $75,680 | $77,193 | $78,737 | $80,312 | $81,918 | $83,557 | $85,228 | $86,932 | $88,671 | $90,444 | $92,253 | $94,098 |
| 380 | * Assistant Director of Public Works/Engineering (E) | $31.342 | $31.969 | $32.608 | $33.260 | $33.926 | $34.604 | $35.296 | $36.002 | $36.722 | $37.457 | $38.206 | $38.970 | $39.749 | $40.544 | $41.355 | $42.182 | $43.026 | $43.886 | $44.764 | $45.659 | $46.573 | $47.504 |
| | * Community Health Director (E) | $65,191 | $66,495 | $67,825 | $69,182 | $70,565 | $71,977 | $73,416 | $74,884 | $76,382 | $77,910 | $79,468 | $81,057 | $82,678 | $84,332 | $86,019 | $87,739 | $89,494 | $91,284 | $93,109 | $94,972 | $96,871 | $98,808 |
| | * Director of Planning, Development and Neighborhood Services (E) | | | | | | | | | | | | | | | | | | | | | | |
| | * Parks & Recreation Director (E) | | | | | | | | | | | | | | | | | | | | | | |
| 390 | * Director of Information Technology (E) | $32.908 | $33.566 | $34.237 | $34.922 | $35.621 | $36.333 | $37.060 | $37.801 | $38.557 | $39.328 | $40.115 | $40.917 | $41.735 | $42.570 | $43.421 | $44.290 | $45.176 | $46.079 | $47.001 | $47.941 | $48.900 | $49.878 |
| | * Finance Director (E) | $68,449 | $69,818 | $71,214 | $72,638 | $74,091 | $75,573 | $77,084 | $78,626 | $80,198 | $81,802 | $83,439 | $85,107 | $86,809 | $88,546 | $90,317 | $92,123 | $93,965 | $95,845 | $97,762 | $99,717 | $101,711 | $103,745 |
| 410 | * Assistant City Manager (E) | $36.281 | $37.007 | $37.747 | $38.502 | $39.272 | $40.057 | $40.858 | $41.675 | $42.509 | $43.359 | $44.226 | $45.111 | $46.013 | $46.933 | $47.872 | $48.829 | $49.806 | $50.802 | $51.818 | $52.855 | $53.912 | $54.990 |
| | * Public Works Director (E) | $75,464 | $76,974 | $78,513 | $80,084 | $81,685 | $83,319 | $84,985 | $86,685 | $88,419 | $90,187 | $91,991 | $93,831 | $95,707 | $97,621 | $99,574 | $101,565 | $103,597 | $105,668 | $107,782 | $109,937 | $112,136 | $114,379 |
| 162 | Firefighter Trainee | $10.2301 | $10.4839 | $10.7380 | $10.9921 | $11.2459 | $11.5000 | $11.7541 | $12.0079 | $12.2620 | $12.5161 | $12.7699 | $13.0240 | $13.2782 | $13.5319 | $13.7861 | $14.0398 | $14.2940 | $14.5481 | $14.8019 | $15.0560 | | |
| | | $29,790 | $30,529 | $31,269 | $32,009 | $32,748 | $33,488 | $34,228 | $34,967 | $35,707 | $36,447 | $37,186 | $37,926 | $38,666 | $39,405 | $40,145 | $40,884 | $41,624 | $42,364 | $43,103 | $43,843 | | |
| 172 | Firefighter/EMT | $10.7679 | $11.0361 | $11.3029 | $11.5701 | $11.8379 | $12.1051 | $12.3719 | $12.6401 | $12.9069 | $13.1741 | $13.4420 | $13.7091 | $13.9770 | $14.2442 | $14.5110 | $14.7788 | $15.0460 | $15.3128 | $15.5810 | $15.8479 | | |
| | | $31,356 | $32,137 | $32,914 | $33,692 | $34,472 | $35,250 | $36,027 | $36,808 | $37,585 | $38,363 | $39,143 | $39,921 | $40,701 | $41,479 | $42,256 | $43,036 | $43,814 | $44,591 | $45,372 | $46,149 | | |
| 192 | Fire Driver/Engineer | $11.9880 | $12.2751 | $12.5622 | $12.8489 | $13.1360 | $13.4231 | $13.7102 | $13.9969 | $14.2840 | $14.5711 | $14.8578 | $15.1449 | $15.4320 | $15.7191 | $16.0058 | $16.2919 | $16.5790 | $16.8661 | $17.1532 | $17.4399 | | |
| | | $34,909 | $35,745 | $36,581 | $37,416 | $38,252 | $39,088 | $39,924 | $40,759 | $41,595 | $42,431 | $43,266 | $44,102 | $44,938 | $45,774 | $46,609 | $47,442 | $48,278 | $49,114 | $49,950 | $50,785 | | |
| 312 | Fire Captain | $14.4900 | $14.8359 | $15.1820 | $15.5282 | $15.8740 | $16.2191 | $16.5649 | $16.9111 | $17.2569 | $17.6020 | $17.9481 | $18.2940 | $18.6401 | $18.9859 | $19.3310 | $19.6769 | $20.0230 | $20.3692 | $20.7139 | $21.0601 | $21.4059 | $21.7521 |
| | | $42,195 | $43,202 | $44,210 | $45,218 | $46,225 | $47,230 | $48,237 | $49,245 | $50,252 | $51,257 | $52,265 | $53,272 | $54,280 | $55,287 | $56,292 | $57,299 | $58,307 | $59,315 | $60,319 | $61,327 | $62,334 | $63,342 |
| 342 | Battalion Chief (E) | $24.447 | $24.962 | $25.476 | $25.991 | $26.505 | $27.020 | $27.534 | $28.049 | $28.563 | $29.078 | $29.592 | $30.107 | $30.621 | $31.136 | $31.650 | $32.165 | $32.679 | $33.194 | $33.708 | $34.223 | $34.737 | $35.252 |
| | Fire Marshal (E) | $50,849 | $51,921 | $52,990 | $54,061 | $55,130 | $56,202 | $57,270 | $58,342 | $59,411 | $60,482 | $61,551 | $62,623 | $63,691 | $64,763 | $65,832 | $66,903 | $67,972 | $69,044 | $70,112 | $71,184 | $72,253 | $73,324 |
| | Fire Training Chief (E) | | | | | | | | | | | | | | | | | | | | | | |
| | | $17.4619 | $17.8300 | $18.1971 | $18.5649 | $18.9320 | $19.3001 | $19.6669 | $20.0350 | $20.4021 | $20.7699 | $21.1370 | $21.5052 | $21.8719 | $22.2400 | $22.6071 | $22.9749 | $23.3420 | $23.7102 | $24.0769 | $24.4451 | $24.8122 | $25.1799 |
| | | $50,849 | $51,921 | $52,990 | $54,061 | $55,130 | $56,202 | $57,270 | $58,342 | $59,411 | $60,482 | $61,551 | $62,623 | $63,691 | $64,763 | $65,832 | $66,903 | $67,972 | $69,044 | $70,112 | $71,184 | $72,253 | $73,324 |
| 362 | Deputy Fire Chief (E) | $27.917 | $28.465 | $29.013 | $29.561 | $30.109 | $30.657 | $31.205 | $31.753 | $32.301 | $32.849 | $33.397 | $33.945 | $34.492 | $35.040 | $35.588 | $36.136 | $36.684 | $37.232 | $37.780 | $38.328 | $38.876 | $39.424 |
| | | $58,067 | $59,207 | $60,347 | $61,487 | $62,627 | $63,767 | $64,906 | $66,046 | $67,186 | $68,326 | $69,466 | $70,606 | $71,743 | $72,883 | $74,023 | $75,163 | $76,303 | $77,443 | $78,582 | $79,722 | $80,862 | $82,002 |
| 402 | Fire Chief (E) | $35.011 | $35.824 | $36.637 | $37.450 | $38.263 | $39.076 | $39.889 | $40.702 | $41.515 | $42.328 | $43.141 | $43.954 | $44.767 | $45.580 | $46.392 | $47.205 | $48.018 | $48.831 | $49.644 | $50.457 | $51.270 | $52.083 |
| | | $72,823 | $74,514 | $76,205 | $77,896 | $79,587 | $81,278 | $82,969 | $84,660 | $86,351 | $88,042 | $89,733 | $91,424 | $93,115 | $94,806 | $96,495 | $98,186 | $99,877 | $101,568 | $103,260 | $104,951 | $106,642 | $108,333 |
| 166 | Airport Police Officer | $14.167 | $14.536 | $14.904 | $15.272 | $15.640 | $16.008 | $16.376 | $16.744 | $17.113 | $17.481 | $17.849 | $18.217 | $18.585 | $18.953 | $19.321 | $19.690 | $20.058 | $20.426 | $20.794 | $21.162 | | |
| | Police Officer Trainee | $29,467 | $30,235 | $31,000 | $31,766 | $32,531 | $33,297 | $34,062 | $34,828 | $35,595 | $36,360 | $37,126 | $37,891 | $38,657 | $39,422 | $40,188 | $40,955 | $41,721 | $42,486 | $43,252 | $44,017 | | |
| 196 | Police Officer | $16.668 | $17.101 | $17.534 | $17.967 | $18.400 | $18.833 | $19.266 | $19.699 | $20.132 | $20.566 | $20.999 | $21.432 | $21.865 | $22.298 | $22.731 | $23.164 | $23.597 | $24.030 | $24.464 | $24.897 | | |
| | | $34,669 | $35,570 | $36,471 | $37,371 | $38,272 | $39,173 | $40,073 | $40,974 | $41,875 | $42,777 | $43,678 | $44,579 | $45,479 | $46,380 | $47,280 | $48,181 | $49,082 | $49,982 | $50,885 | $51,786 | | |
| 206 | Police Corporal | $17.959 | $18.409 | $18.858 | $19.307 | $19.757 | $20.206 | $20.655 | $21.105 | $21.554 | $22.003 | $22.453 | $22.902 | $23.351 | $23.801 | $24.250 | $24.699 | $25.149 | $25.598 | $26.047 | $26.496 | | |
| | | $37,355 | $38,291 | $39,225 | $40,159 | $41,095 | $42,028 | $42,962 | $43,898 | $44,832 | $45,766 | $46,702 | $47,636 | $48,570 | $49,506 | $50,440 | $51,374 | $52,310 | $53,244 | $54,178 | $55,112 | | |
| 316 | Police Sergeant | $20.203 | $20.691 | $21.179 | $21.667 | $22.155 | $22.643 | $23.131 | $23.619 | $24.107 | $24.596 | $25.084 | $25.572 | $26.060 | $26.548 | $27.036 | $27.524 | $28.012 | $28.500 | $28.988 | $29.476 | $29.964 | $30.452 |
| | | $42,022 | $43,037 | $44,052 | $45,067 | $46,082 | $47,097 | $48,112 | $49,128 | $50,143 | $51,160 | $52,175 | $53,190 | $54,205 | $55,220 | $56,235 | $57,250 | $58,265 | $59,280 | $60,295 | $61,310 | $62,325 | $63,340 |
| 346 | Police Captain (E) | $26.170 | $26.779 | $27.388 | $27.997 | $28.606 | $29.214 | $29.823 | $30.432 | $31.041 | $31.649 | $32.258 | $32.867 | $33.476 | $34.085 | $34.693 | $35.302 | $35.911 | $36.520 | $37.128 | $37.737 | $38.346 | $38.955 |
| | | $54,434 | $55,700 | $56,967 | $58,234 | $59,500 | $60,765 | $62,032 | $63,299 | $64,565 | $65,830 | $67,097 | $68,363 | $69,630 | $70,897 | $72,161 | $73,428 | $74,695 | $75,962 | $77,226 | $78,493 | $79,760 | $81,026 |
| 366 | Assistant Police Chief (E) | $26.866 | $27.526 | $28.185 | $28.844 | $29.504 | $30.163 | $30.822 | $31.482 | $32.141 | $32.800 | $33.460 | $34.119 | $34.778 | $35.438 | $36.097 | $36.756 | $37.416 | $38.075 | $38.734 | $39.394 | $40.053 | $40.712 |
| | | $55,881 | $57,254 | $58,625 | $59,996 | $61,368 | $62,739 | $64,110 | $65,483 | $66,853 | $68,224 | $69,597 | $70,968 | $72,338 | $73,711 | $75,082 | $76,452 | $77,825 | $79,196 | $80,567 | $81,940 | $83,310 | $84,681 |
| 406 | Police Chief (E) | $34.555 | $35.389 | $36.224 | $37.059 | $37.894 | $38.728 | $39.563 | $40.398 | $41.232 | $42.067 | $42.902 | $43.736 | $44.571 | $45.406 | $46.240 | $47.075 | $47.910 | $48.744 | $49.579 | $50.414 | $51.248 | $52.083 |
| | | $71,874 | $73,609 | $75,346 | $77,083 | $78,820 | $80,554 | $82,291 | $84,028 | $85,763 | $87,499 | $89,236 | $90,971 | $92,708 | $94,444 | $96,179 | $97,916 | $99,653 | $101,388 | $103,124 | $104,861 | $106,596 | $108,333 |

**COUNCIL BILL NO. 2020-514** **ORDINANCE NO.**

AN ORDINANCE approving the placement of the positions within the Salary Administration Plan for the City of Joplin; and containing an emergency clause.

WHEREAS, additional full-time temporary positions are needed to assist the Health Department in the COVID-19 response; and,

WHEREAS, the Assistant City Manager position is being added to the Salary Administration Plan.

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

Section 1. That placement of the Assistant City Manager position will be a Range 410 within the Salary Administration Plan as set forth in Exhibit "A".

Section 2. That placement of the Case Investigator/Contact Tracer will be a Range 170 within the Salary Administration Plan as set forth in Exhibit "A".

Section 3. That placement of the Lead Case Investigator/Contact Tracer and Data Manager will be a Range 200 within the Salary Administration Plan as set forth in Exhibit "A".

Section 4. That the City Manager of the City of Joplin, Missouri, is hereby authorized to establish these positions in accordance with the attached, for and on behalf of the City of Joplin.

Section 5. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage

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

_____, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-515 – Approving a contract with Waters Edge to complete a study of Ewert Pool.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-515 Ordinance; Exhibit "A" Waters Edge Contract; Waters Edge Bid Response; City of Joplin RFP; Summary of Scores and Comments

**REVIEWED BY**
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves a contract with Waters Edge to complete a study of Ewert Pool.

**BACKGROUND**
The ½-cent parks/stormwater sales tax is set to expire on March 31, 2022. With voter approval, the August 2021 election will allow this tax to continue without interruption. As such a tentative timeline has been established and provided to the City Council at a previous work session. For past sales tax initiatives, staff has compiled a master plan or a needs listing as a start to the process. Council then appointed a citizen's task force to review the needs, present a final recommended project list to the council and serve to educate and garner public support for the initiative.

The stormwater master plan will be complete this fall. While the parks department has been working on the needs listing, there are two areas that require a broader assessment of the options. At a work session in February, staff presented the framework for two RFP's to provide the needed assessment of Memorial Hall and Ewert Pool in order to include these two items in the parks needs listing for the renewal. After much discussion, staff prepared the RFP's and City Council reviewed the final drafts. The RFP's were issued on April 24th with a due date of May 29th. The City staff recently completed its assessments of the bids as well as interview evaluations with the bid finalists. This is a summary of the bid evaluation process.

**Summary of Bid Process:**
The following six bids were received in response to the Ewert Pool Study RFP:

- Confluence
- Counsilman Hunsaker
- RDG
- SFS Architecture

- Vireo Landscape Architecture
- Waters Edge

A city staff team was assembled to assess the bids as set forth in the RFP. The initial team was Paul Bloomberg, Jake Cowen, David Hertzberg, Dan Johnson, Patrick Tuttle and Leslie Haase. 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. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the finalists were chosen for finalist interviews as described in the RFP. The top three bidders were chosen for the Ewert Pool Study, which was Counsilman Hunsaker, RDG, and Waters Edge.

**Finalist Process Summary:**

Finalist interviews for Ewert Pool was held on Friday, June 12th. The city staff team that participated in the finalist interviews was Paul Bloomberg, Jake Cowen, David Hertzberg and Leslie Haase. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as a mixture of in-person and virtual meetings. The presentation teams represented the staff that would be assigned to work on the project.

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 and detailed comments related to the final scores is attached for your review. Waters Edge had the highest final score for the Ewert Pool Study and has submitted the best overall bid. The contract price is $29,500.00.

**FUNDING SOURCE**

This item is included in the parks/stormwater sales tax budget.

**RECOMMENDATION**

Staff recommends approval of this council bill on an emergency basis in order to meet the timeline for the sales tax renewal effort.

**COUNCIL BILL NO. 2020-515** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Waters Edge to complete a study of Ewert Pool; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Waters Edge to complete a study of Ewert Pool.

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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance will meet the upcoming sales tax renewal timeline.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# EXHIBIT A

**CONTRACT NO.**_____

**ADDRESS & PHONE OF CITY**
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

Waters Edge Aquatic Design
11205 West 79th Street
Lenexa, KS 66214
(913) 438-4338

## AGREEMENT

**THIS AGREEMENT,** made and entered into this _____ day of _____, 2020, 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 2020-RFP-02 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** the Consultant submitted a proposal dated May 29, 2020 which proposal is attached hereto and incorporated herein as Exhibit B; and

**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, the services set forth in Exhibit A.

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. The term of the Agreement shall be for the period specified in Exhibit A.

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. The City agrees to pay the Consultant $29,500.00 for the Ewert Pool Study as set forth in Exhibit A.

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 parties 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 ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, 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. General Commercial Liability: The Consultant 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 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.

Professional Liability: The Consultant shall 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 of any subcontract thereunder (the Consultant hereby assumes 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**

_____
Waters Edge

By: _____
Signature

Name: _____
Print or type

Title: _____

**APPROVED AS TO FORM:**

_____
Peter C. Edwards, City Attorney

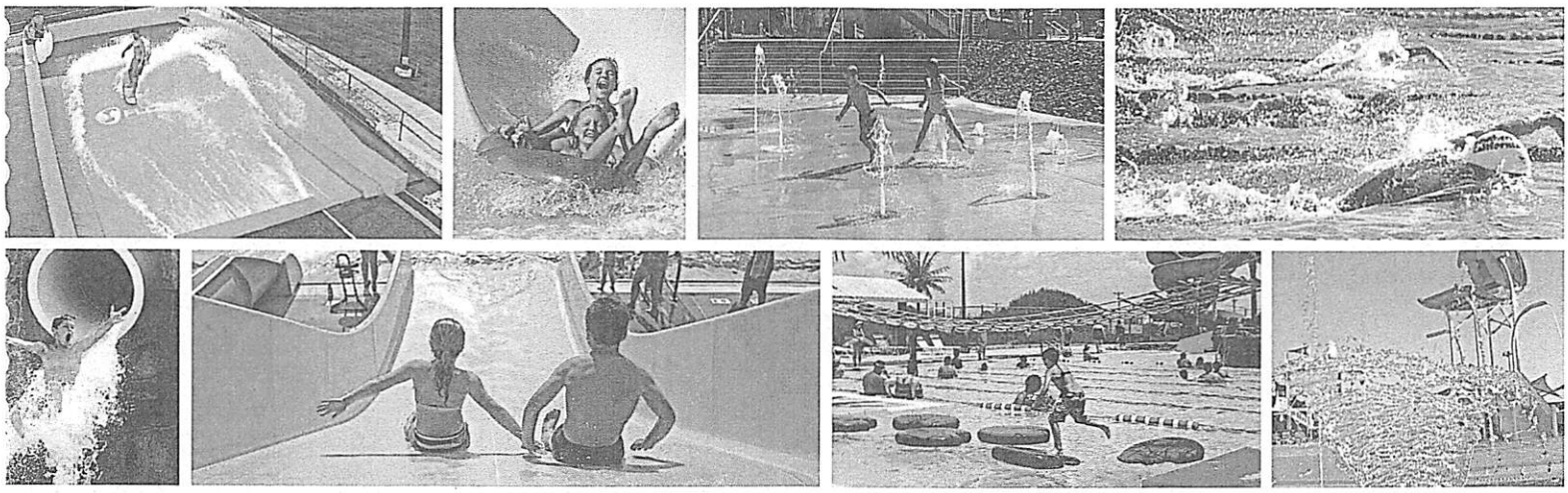
waters edge
AQUATIC DESIGN

landworks
STUDIO

AMERICAN
RAMP
COMPANY

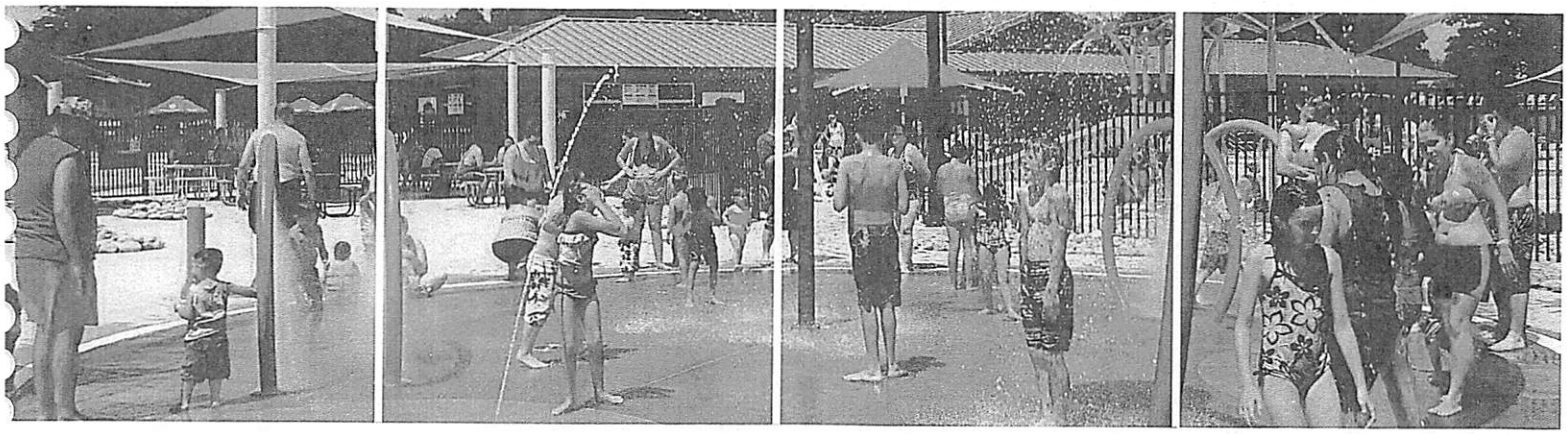
Proposal for

# Joplin, Missouri
# Proposal No. 2020-RFP-02: Ewert Pool Study



CITY OF
JOPLIN
MISSOURI

May 29, 2020




1. **Company Profile**
2. **Organizational Structure**
3. **Key Staff Resumes**
4. **Experience and Qualifications**
   - Methodology
5. **References**
6. **Timeline**
7. **Cost of Proposal**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AQUATIC DESIGN

May 29, 2020

Mr. Paul Bloomberg, Director of Parks and Recreation
City of Joplin
Parks and Recreation Department

Re: Request for Proposal No. 2020-RFP-02: Ewert Pool Study

Dear Mr. Bloomberg:

We greatly appreciate the opportunity to submit our qualifications as the City of Joplin studies and explores options for the Ewert Pool and pool site. Waters Edge Aquatic Design understands the tremendous impact an aquatics facility and park space can have on a community, and also the importance of analysis of aquatic needs and desires to ensure the City offers the appropriate recreational opportunities to the community it serves.

Our staff's aquatics experience began more than 40 years ago and we understand what works in the aquatic industry. Waters Edge is uniquely qualified for this project due to our experience in conducting feasibility studies and design for aquatic facilities, as well as our history of successful projects in the Midwest, including communities throughout Missouri. We recently worked with community members of Carthage, MO on an aquatics study, and are currently working with the City of Wichita, KS on a multi-site pool improvement and splashpad conversion project. Additionally, our team has worked with the City of Joplin in the past and are familiar with the City's aquatic offerings. Our qualified staff will work as an integrated part of the team to complete the scope of the project, and provide reports and recommendations that are focused and actionable.

Waters Edge brings to your project a comprehensive and well-rounded team of individuals with the expertise and experience necessary for completion of the Ewert Pool Study. **Our team is uniquely led by, and consists of, innovative aquatic designers and engineers** with advanced degrees in a variety of aquatic fields, and a former aquatics director and aquatic program administrator. We are teamed with an experienced landscape architect, Landworks Studio, with whom we have completed numerous aquatic projects, and a Joplin-based action sports company, American Ramp Company, to assist with the development of the potential skatepark. With this blend of experience we are able to offer forward-thinking review processes with viewpoints from multiple disciplines.

We value community and agency partners. To show this, we work closely with the project team and the community to create an outcome that best fits the goals and needs of each stakeholder. We do not use cookie-cutter concepts and processes. Rather, we determine preferences, and ultimately action plans, based on project goals, site considerations, programming needs, and operational requirements. We use all of this information to create cost estimates, comparative analysis and operational feasibility studies. We strive for excellence and will ensure that you receive the best value and delivery of services in a prompt and cohesive manner.

At the end of the day the City of Joplin deserves a team with a track record of successful performance; one with a passion that brings a creative collaborative attitude, and who understands the importance of the small details while listening to your needs. Aquatics are our passion and innovation is our drive. Our success is a direct correlation to our belief that your desires are not only unique, but are the key to unlocking the project success you want and deserve. Our team is both enthusiastic and honored to be given this opportunity to work with the City of Joplin.

Sincerely,

Jeff Bartley, Principal, PE
jbartley@wedesignpools.com
Waters Edge Aquatic Design | 11205 W 79th St | Lenexa, KS 66214
913.438.4338 | www.wedesignpools.com

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# 1. COMPANY PROFILE

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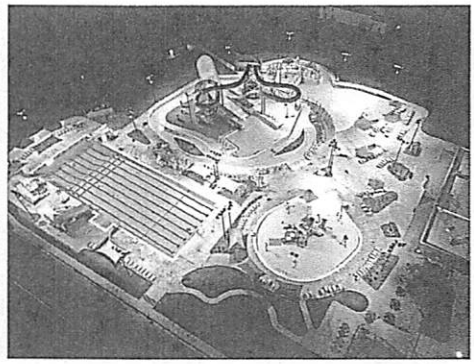


# Firm Overview

Waters Edge Aquatic Design was founded in 2000, and is an aquatic engineering firm with decades of award winning aquatic planning and design experience. We specialize in the evaluation, planning, and design of aquatic centers, natatoriums, water parks, fountains, and spray grounds. We focus on creating visually stunning, energy efficient, sustainable aquatic facilities that are also functional and easy to operate.

With a diverse team of licensed engineers, experienced designers, knowledgeable project managers, former aquatics director, program administrator and lifeguard, we are able to provide a distinct insight and a properly executed plan. Our expertise and experience allow us to review every concept with a detailed approach and an operator's perspective. Providing the opportunity for each facility to become more efficient and strategically planned.

We believe that every project is unique to its community and site; therefore, we understand each aquatic project deserves an equally unique solution. We do not approach projects with a one-size-fits-all model. Instead, we incorporate community history and preferences, user-group and programing needs, budget, and the goals of the City to create a project that is individually tailored.

To us, water is a form of art that adds excitement to life, which is why we are in the aquatics business. Since its founding, our firm's portfolio has grown to encompass every type of project imaginable, but our philosophy remains the same: a commitment to helping communities grow and prosper through the unique design of tailored, dream-like aquatic features & facilities.

**Waters Edge Aquatic Design, LLC**
11205 W. 79th St., Lenexa, KS 66214
913-438-4338
jbartley@wedesignpools.com

AQUATIC PROJECTS

667



...AND COUNTING...

AQUATIC AWARDS



37

# What Sets Us Apart







## Teamwork

Our staff is in constant collaboration, which benefits the overall project team. We understand that last minute situations arise, and we contribute positively to their timely resolution. Quick and accurate response is our standard practice.

## Listening & Understanding

Listening to the City's requirements and needs for the project is not only an important step, but the foundation for creating ideas and making decisions that serve the City and the project. Through active listening and information gathering, we are able to take what we have heard and understand, and move forward with implementation in a manner that is in service to your project.

## Efficiency of Design

Efficiency of design is critical for the bottom line, including the demand for hiring, staffing, and scheduling. We have built-in processes during each phase of our project approach, that allows for the designing of facilities that take these areas into account; utilizing different disciplines and perspectives to ensure the facility design is operationally efficient and sustainable.

## Life Cycle Operating Costs

Successful planning for aquatic facilities, and the ongoing success of operating those facilities, includes feasibility studies. By looking at initial capital investment, and what it costs to operate and maintain a facility, we can then plan what type and amount of revenue could and should be expected to be produced. The same life cycle operating analysis applies to the systems and products that are incorporated into the project. All systems, materials and products are analyzed on the initial cost, as well as the maintenance costs and efforts, and life expectancy. Cost recovery and planning ahead for projected costs and revenues allows cities and their facilities to keep their promise of financial integrity and maintain the trust of its constituents.

## Education of Product Choice

It is our approach to begin every new project individually geared towards creating a successful and unique end result. Researching product options begins with us, which will involve looking at specifications, requirements, durability, cost, and usefulness factors. This information is then shared with the team in a clear and easy to understand manner in order to provide education on the options. It is our experience that there are rarely individual products and systems that are consistently the best choice for every project. We do not sell or push systems and products, as we do not have a benefit or financial advantage with any manufacturer or supplier. We put the work in to offer options that are a fit for your project, and we are dedicated to offering options that benefit the communities we serve.

## Innovative Products

Integrating innovative ideas and products is an important element when creating a facility that is unique and distinct. By developing and maintaining professional contacts and relationships with a multitude of companies who provide goods and services, and by not aligning with any one product selection, our team is able to keep track of trends and new products. Innovation comes with open communication plus discovery, and we are the partner to navigate this fun-filled process.

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waters edge
AQUATIC DESIGN

# Our Aquatic Experience

We genuinely care about our clients and the communities they serve. We are passionate about taking a unique approach to each project and creating innovative solutions that please the communities. Below is a sampling of projects completed in the last 10 years. We feel this list coupled with our strong list of references affirms our ability to successfully complete both the planning and implementation phases of your aquatic project. ***Projects listed in bold with asterisk evolved from feasibility studies/master plans conducted with Waters Edge****

**CURRENTLY UNDER DEVELOPMENT**

- **Roeland Park, KS - Pool Improvments***
- St. Joseph, MO - Park Improvements
- Goddard, KS - Indoor Waterpark
- Hampden Township, PA - Feasibility Study
- Lenexa, KS - Aquatics Study
- Marion, IA - Feasibility Study
- Wichita, KS - Multi-Site Aquatic Planning and Design
- Baxter Springs and Yates Center, KS - CDBG Pool Projects

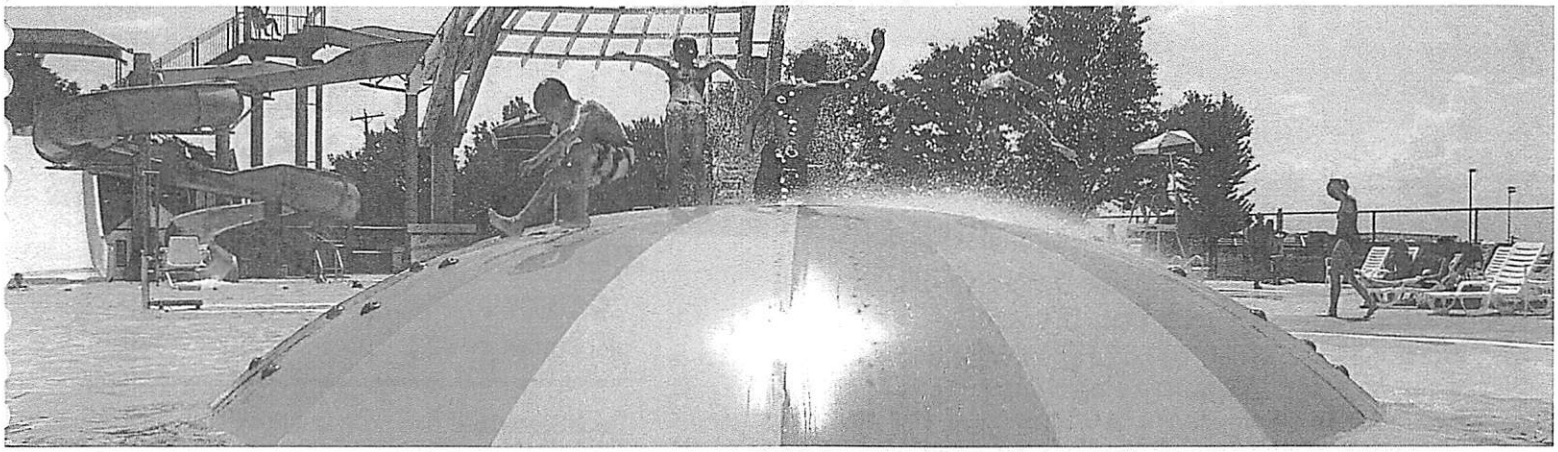
**SUCCESSFULLY COMPLETED PROJECTS**

- Castle Rock, CO - Outdoor Aquatic Center
- Oscaloosa, IA - Indoor Pool
- Kirksville, MO - Indoor and Outdoor Aquatic Center
- Carrollton, MO - Outdoor Aquatic Center
- Marion, IA - Marion YMCA
- Shawnee Mission, KS - BE Smith Children's Center SMMC
- Dunedin, FL - Toronto Blue Jays Training Facility
- Clarendon, TX - Outdoor Aquatic Center
- Belle Plaine, MN - Outdoor Aquatic Center
- Sioux Center, IA - Addition to Existing Aquatic Center
- Sibley, IA - Outdoor Aquatic Center Improvements
- ***Norman, OK - Outdoor Waterpark****
- ***Hesston, KS - Outdoor Aquatic Center****
- Monett, MO - Outdoor Aquatic Center
- Brookfield, MO - Outdoor Aquatic Center
- ***Sabetha, KS - Outdoor Aquatic Center****
- Story City, IA - Outdoor Aquatic Center
- ***Ada, OK - Glenwood Aquatic Center****
- Ankeny, IA - DMACC Natatorium
- Des Moines, IA - Wellmark YMCA
- ***Dodge City, KS - Outdoor Waterpark****
- ***Garden City, KS - Indoor Waterpark****
- Kansas City, MO - Linwood YMCA
- Wichita, KS - Country Club Outdoor Pool
- Wichita, KS - YMCA Outdoor Addition
- ***Ada, OK - Wintersmith Aquatic Center****
- ***Moore, OK - Outdoor Aquatic Center****
- Kansas City, MO - Zoo Orangutan exhibit water feature
- Westminster, CO - Indoor pool remediation
- Columbus, NE - Pawnee Plunge expansion
- Yankton, SD - Meridian Bridge Plaza water feature
- ***Shawnee, OK - Shawnee Splash Waterpark****
- Lansing, KS - High School competitive pool
- Wellington, TX - Community Aquatic Center
- Wentzville, MO - Splash Station Aquatic Center
- Chillicothe, MO – Chilli Bay Water Park
- ***Joplin, Missouri - Schifferdecker Aquatic Center****
- Indianola, IA - Wellness Center Indoor Pool
- ***Kansas City, MO - The Bay Aquatic Water Park****
- Lenexa, KS - Flat Rock Creek Pool Improvements
- ***Marshalltown, IA – Marshalltown Aquatic Center****
- ***Cedar Falls, IA – The Falls Aquatic Center****
- Kansas City, MO – Shoal Creek Valley Aquatic Center
- Austin, TX – Texas State School for the Blind
- Springfield, MO – Grant Beach Pool Improvements
- Manhattan, KS - CiCo Pool Expansion
- Manhattan KS - Northview Aquatic Center
- Pella, IA – Natatorium Renovation
- ***Ankeny, IA – Cascade Falls Water Park****
- ***Ames, IA – Furman Outdoor Aquatic Center****
- Lenexa, KS – Lakeview Village Indoor Pool
- Stuart, IA – Family Aquatic Center
- ***Fort Dodge, IA – Rosedale Rapids Aquatic Center****
- Vandalia, MO – Vandalia Aquatic Center
- ***Pella, IA – Pella Aquatic Center****
- Springfield, MO – Silver Springs Pool Improvements
- ***Olathe, KS – Black Bob Bay Aquatic Center****
- Topeka, KS – Capitol Federal Natatorium (Phase 1)
- Topeka, KS – Capital Federal Natatorium Expansion (Phase 2
- Hampton, IA – Aquatic Center
- Moberly, MO – Outdoor Aquatic Center
- Odessa, MO – Outdoor Aquatic Center
- Corning, IA – Family Aquatic Center
- Algona, IA – Family YMCA Indoor Pool
- ***Gladstone, MO – Gladstone Community Center****
- Clive, IA – YMCA Healthy Living Center (Indoor Pools)
- Urbandale, IA – Indoor Pool Renovation
- ***Topeka, KS – Shawnee North Aquatic Center****
- ***Sioux Falls, SD – Drake Springs Aquatic Center****
- Waukee, IA – Family YMCA Indoor Pools
- ***Lee's Summit, MO – R-7 Schools Indoor Aquatic Center****



# Aquatics International Dream Design Awards

Aquatics International is a publication dedicated exclusively for the aquatics industry. Every year they celebrate what they identify as industry leading aquatic designs. We have been honored to receive Dream Design awards over various years for multiple projects as shown below.



**Sabetha Aquatic Center - Sabetha, Kansas**



**Parrot Cove**
**Indoor Waterpark**
**Garden City, Kansas**



**Long Branch Lagoon**
**Waterpark**
**Dodge City, Kansas**



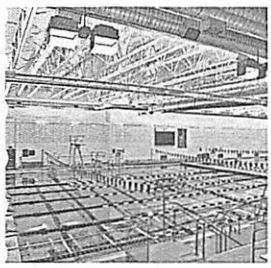
**Shawnee Splash**
**Waterpark**
**Shawnee, Oklahoma**



**Black Bob Bay**
**Waterpark**
**Olathe, Kansas**



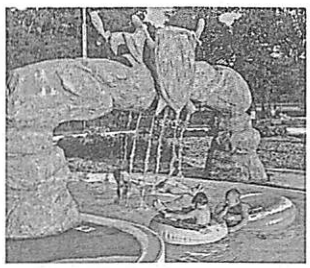
**Schifferdecker**
**Aquatic Center**
**Joplin, Missouri**



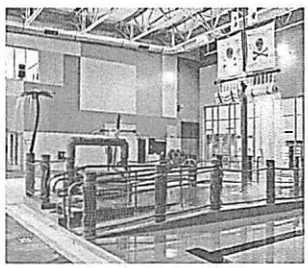
**R-VII School District**
**Aquatic Center**
**Lee's Summit, Missouri**



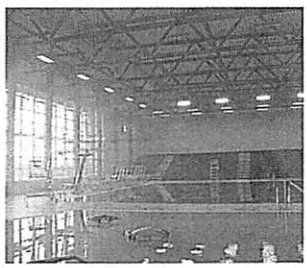
**Cascade Falls**
**Aquatic Center**
**Ankeny, Iowa**



**Shawnee County**
**Aquatic Center**
**Topeka, Kansas**



**Gladstone Community**
**Center**
**Glastone, Missouri**



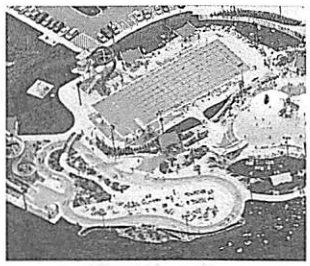
**Waukee**
**YMCA**
**Waukee, Iowa**



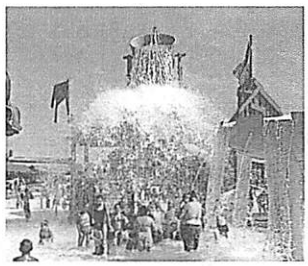
**Shoal Creek Valley**
**Aquatic Center**
**Kansas City, Missouri**



**Pella**
**Aquatic Center**
**Pella, Iowa**



**Furman**
**Aquatic Center**
**Ames, Iowa**



**Rock River Rapids**
**Waterpark**
**Derby, Kansas**



**Oleson Park**
**Sprayground**
**Fort Dodge, Iowa**

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# LANDWORKS studio



## Passionately creating timeless experiences that engage, elevate and inspire.

Established in the fall of 2000, our creative and inspired team strives to create memorable places enjoyed by all people. With every line we draw, we aim to enhance the everyday, creating places where people enjoy spending time. Award-winning leaders at Landworks Studio are involved every step of the way to ensure your success.

As a landscape architecture and planning firm, we see each project as an opportunity to bridge the goals of our clients to the needs of those who live in the community. We understand that every project and client is unique, but fundamentally our goals to elevate the users' experience and provide opportunities for lasting memories are always present.

## PROJECT EXPERTISE INCLUDES

- Parks Master Planning
- Parks and Recreation Master Planning
- Inclusive Public Engagement
- Community Planning
- Transportation + Streetscapes
- BMP & Sustainability
- Signage + Wayfinding
- Strategic Planning
- Branding
- Commercial + Mixed Use
- Multi-Family

**firm discipline** | Landscape Architecture + Planning
**years operating** | 20
**address** | 102 S. Cherry St - Olathe, KS 66061
**phone** | 913.780.6707
**web** | www.landworksstudio.com
**certifications** | WBE, DBE, PLA, ENV-SP, LEED

## CLIENT references

**Todd Spalding**
City of Jefferson, MO
Parks and Recreation Director

Jefferson City Parks Master Plan
Community Park Design

Phone | 573.634.6482
tspalding@jeffcitymo.org

**Cliff Middleton**
Planning and Development Manager
Johnson County Parks and Recreation

Meadowbrook Park, Mildale Signage
SMP Pickleball Courts

Phone | 913.826.3425
cliff.middleton@jocogov.org

**Jason Crum**
Lansing, KS
Parks and Recreation Director

Comprehensive Parks and Recreation Plan

Phone | 913.727.2960
jcrum@lansing.ks.us

"Landworks Studio excels at making **meaningful connections** with their clients and the communities in which they work in ways not typically seen in the private sector. The staff at Landworks Studio shares the values of **community-centered design,** encouraging meaningful public dialogue and truly listening to the needs of the client. The staff cares about **high quality**, yet with the focus always remaining on being **accessible**, listening to the client and being a **partner** in every sense of the word.

David D. Toland,
Secretary of Commerce, State of Kansas
Landworks Project: Vision Iola Community Wide Master Plan

landworks STUDIO

# AMERICAN RAMP COMPANY

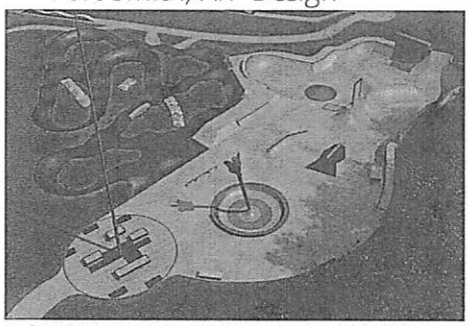
American Ramp Company is an international company that operates out of a fully equipped 57,000 sq. ft. corporate office and manufacturing facility located in Joplin, MO.

American Ramp Company specializes in designing, integrating, and building skate and bike park opportunities for public parks and offers custom skate park design services and consultations to municipalities, architects, engineers, landscape architects, contractors, and private interest groups.

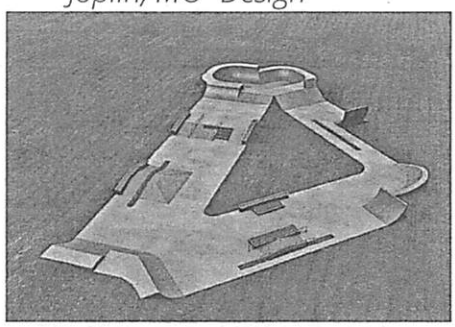
All of ARC's designers are skateboarders or BMXers making them uniquely qualified to understand current action sports trends and safety issues.

Combined expertise in landscape architecture, project management, design, and construction make American Ramp Company a qualified vendor for your park project.

*Fort Smith, AR- Design*



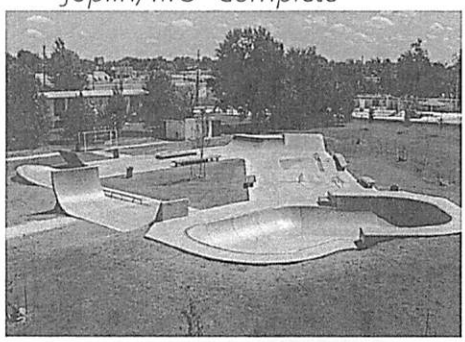
*Joplin, MO- Design*



*Forth Smith, AR- Complete*



*Joplin, MO- Complete*



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# 2. ORGANIZATIONAL STRUCTURE

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# Organizational Structure

The Project Team Organizational Chart illustrates the roles and responsibilities of each key member of our proposed team.

We emphasis that our approach:

- Offers streamlined and efficient processes.
- Offers a high degree of experience on aquatic-focused projects, including studies that pertain to multiple sites, evaluations, possible pool closures or modifications, and re-purposing.
- Consists of team members that have collaborated on similar projects.
- Provides established project management and communication procedures that allow for seamless integration of all disciplines throughout all phases of the project.

Our staff is in constant collaboration, which will benefit the overall project team. Short-notice requests and meetings are reasonable for us to accommodate, as we are in close proximity to the project site and members of the project design team. We understand that last minute situations arise, and we will contribute positively to their timely resolution. Quick response via phone and e-mail is standard practice. On-site and off-site meetings can also be coordinated between our staff members.













**Waters Edge Aquatic Design**
Prime; Aquatic Design Consultant

PROJECT MANAGER
Jeff Bartley, PE, LEED AP - Principal, Planning & Design

ADDITIONAL TEAM MEMBERS
Lauren Ozburn, CPRP, AFO - Planning & Public Engagement

**Sub-consultants**

LANDWORKS STUDIO - PLANNING & PUBLIC ENGAGEMENT
Erica Flad, PLA, LEED - Senior Landscape Architect

Joel Weikert, ASLA - Landscape Designer

AMERICAN RAMP COMPANY
Focus on expanded skate park option

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# 3. KEY STAFF RESUMES

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# Principal
# Jeff Bartley, PE, LEED AP



## Education

Master of Civil Engineering | The University of Kansas, Lawrence, KS
Emphasis in Water Resources/Hydraulics
BS | Civil Engineering - The University of Kansas

## Registrations

Professional Engineer (PE): *Kansas, Missouri, Illinois, Oklahoma, Minnesota, Hawaii, Iowa, New Mexico, South Dakota, Nebraska, Virginia, Maine, Texas, Pennsylvania, Louisiana, Colorado, Florida, Arkansas*
National Council of Examiners for Engineering and Surveying (N.C.E.E.S.)

## Professional Certifications

LEED Accredited Professional, Green Building Certification Institute,
National Swimming Pool Foundation, Certified Pool Operator
Illinois Swimming Facility Professional Engineer - IDPH

Jeff Bartley has over 25 years of experience in the aquatic design and consulting field, providing him the knowledge and skills necessary to lead aquatic projects. Jeff takes great pride in directing all aspects of planning, design, construction administration, and operator training of aquatic facilities. He is committed to designing tailored, energy-efficient, and sustainable facilities that optimize the site and budget, and exceed client expectations and goals.

Jeff has extensive technical knowledge of water modeling due to his graduate studies at the University of Kansas in hydraulics and water resources. During this time, Jeff conducted research studies in water flow modeling and taught a lab for water resources design to undergraduate students.

Jeff's research and project experience have given him the tools to understand the technical design aspects, as well as the planning issues involved with the unique challenges of creating remarkable aquatic facilities.

## Projects of Note

***Sabetha Aquatic Center****
*outdoor aquatic center*
*2018 Dream Design Award*
*Sabetha, Kansas*

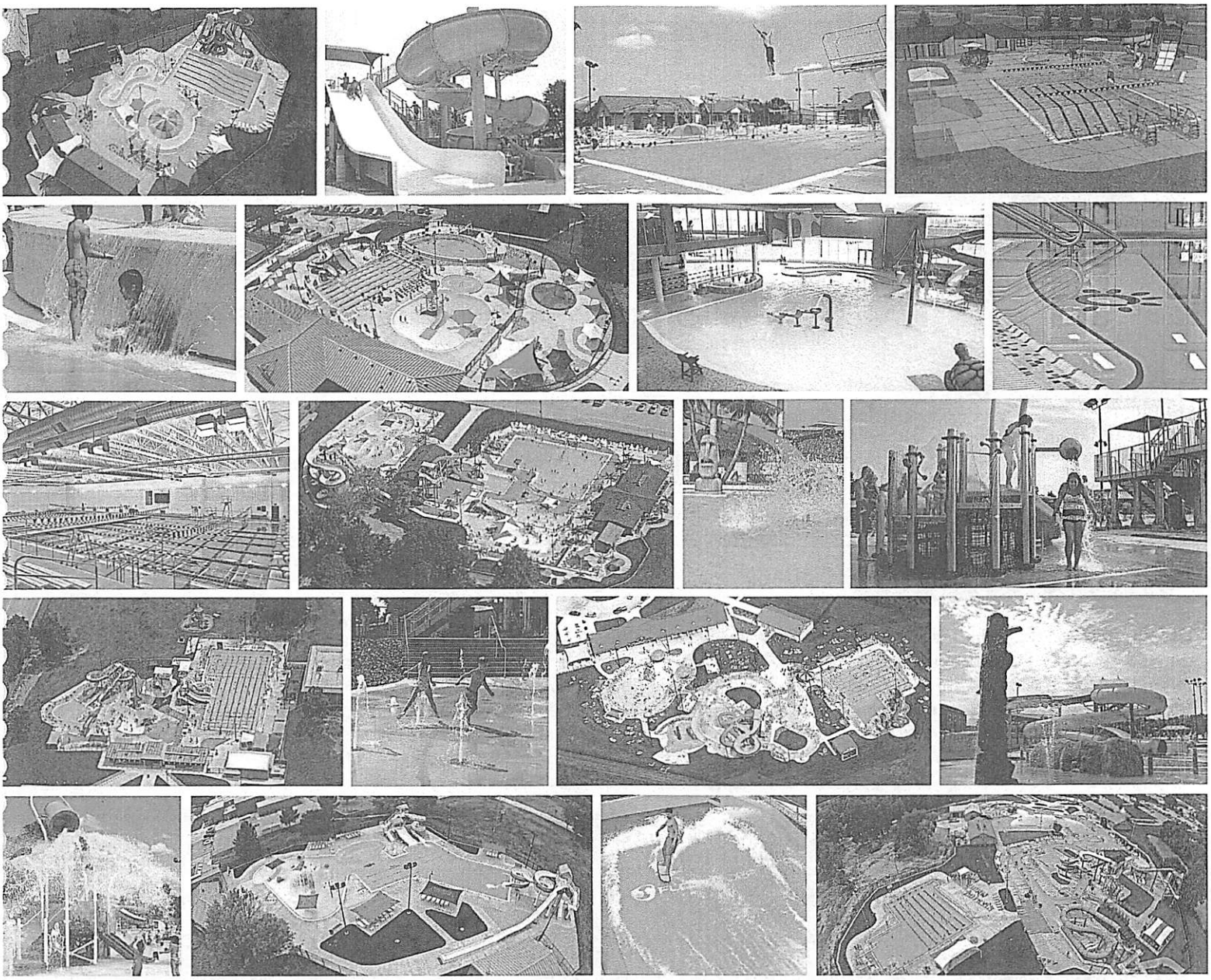
***Hesston Aquatic Center****
*outdoor aquatic center*
*Hesston, Kansas*

***Shawnee Splash Waterpark****
*outdoor renovation & spray ground*
*2016 Dream Design Award*
*Shawnee, Oklahoma*

***Blue Valley Recreation Center***
*indoor aquatic center*
*Overland Park, Kansas*

***R-7 Aquatic Center****
*indoor high school natatorium*
*Lee's Summit, Missouri*

***Chilli Bay Water Park***
*outdoor renovation*
*Chillicothe, Missouri*



***Schifferdecker Aquatic Center****
*outdoor aquatic center*
*2014 Dream Design Award*
*Joplin, Missouri*

***The Falls Aquatic Center****
*outdoor aquatic center &*
*sprayground*
*Cedar Falls, Iowa*

***Northview & Cico Community Pools***
*aquatic master plan*
*1 indoor and 2 outdoor facilities*
*Manhattan, KS*

***Dodge City, Kansas****
*aquatic master plan*
*outdoor and indoor facilities*
*feasibility study*

***Matt Ross Community Center***
*indoor aquatic center*
*Overland Park, KS*

***Pawnee Plunge Expansion***
*lap pool and FlowRider additions*
*Columbus, Nebraska*

**Projects included Feasibility Study*

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# Planning & Public Engagement
# Lauren Ozburn

waters edge AQUATIC DESIGN



## Education

BA | Psychology | University of Kansas, Lawrence, KS

## Certifications

Aquatic Facility Operator (AFO)
Certified Parks and Recreation Professional (CPRP)
Former Emergency Medical Technician (EMT), CPR/AED & First Aid Instructor, Lifeguard Instructor - *StarGuard*

## Community Involvement

Kansas Recreation and Parks Association, Aquatics Branch Chair
Kansas City Metro Aquatics Council
Johnson County Crypto Task Force
Former President of the Johnson County Swim and Dive League

Lauren Ozburn joined the Waters Edge Aquatic Design team after 17 years in the public sector. Her immersion into the aquatics industry started when she became a Lifeguard at the age of 15. This lead to her becoming a Swim Lesson Instructor, Head Lifeguard, Swim Lesson Coordinator, Pool Manager, and an Assistant Building Supervisor for a large community center. She then moved on to become a Recreation Supervisor with a specialty in aquatics, working in both the recreation and aquatics divisions. Throughout her career, Lauren has developed extensive knowledge of facility operations and programming. She works to inspire, and think critically on, aquatic facility planning and design, with the focus on being an engaged advocate for the strategic growth and support of communities through recreation.

## Aquatics Experience

Recreation Supervisor,
Aquatics | City of Lenexa, KS
**Full management:** Three outdoor and one indoor pool, including concessions, sales, contracts, O&M, SOP, and EAP creation. Recruited, hired and trained over 200 seasonal, variable, and part-time employees annually.

**Budget and finance:** Managed total budget of $1.13 million, including planning, justification, tracking, purchasing and reconciliation.

**Programming:** Managed recreation and aquatic programs, with over 200 athletes on the swim/dive team, 900 summer swim/dive lessons, and 1,200 indoor swim lessons annually.

Aquatics/Recreation Supervisor |
City of Bonner Springs, KS
Full management of one outdoor aquatic center, including staff, budget, concessions, maintenance, and recreation and aquatic programming.

## Projects of Note:

- *B.E. Smith Family Center - Operations*
- *Carrollton, MO - Planning*
- *Carthage, MO - Feasibility Study*
- *Cape Girardeau, MO - Feasibility Study*
- *Creston, IA - Planning*
- *Hampden Township, PA - Feasibility Study*
- *Kirksville, MO - Planning*
- *Lenexa, KS - Public Engagement*
- *Marion, Ia - Feasibility Study*
- *Norman, OK - Business Planning*
- *Roeland Park, KS - Feasibility Study & Consulting Services*
- *Wichita, KS - Planning*

## Project Roles:

- *Facility and project planning, master plans and feasibility studies, and operational business development*
- *Community marketing , communication, and outreach*
- *Concept and design review*
- *Full facility operational analysis*
- *Program and activity development*
- *Staffing plans and process review*
- *Budget development and planning, expenditure and revenue sources*
- *Agency and community needs assessments*
- *Owner support and engagement*



## Erica Flad, PLA, LEED

# senior landscape architect

With more than fourteen years experience working in multi-disciplinary firms and the public sector, Erica has created and developed a variety of public spaces for communities to engage with and enjoy for years to come. She has considerable experience in dealing with all facets of project management, beginning with conceptual design to seeing a project through construction close-out. Erica's background working in both the private and public sectors, has driven her passion for solving complex design problems and bringing satisfaction to clients by exceeding their expectations with visually attractive landscapes.

### education

BACHELOR OF LANDSCAPE ARCHITECTURE

NORTH DAKOTA STATE UNIVERSITY

2004

PLA| Missouri

### relevant projects

Gillham Park Sprayground*
Kansas City, MO

Penguin Park Playground Improvements*
Kansas City, MO

Roanoke Park - Karnes Playground*
Kansas City, MO

Longfellow Park*
Kansas City, MO

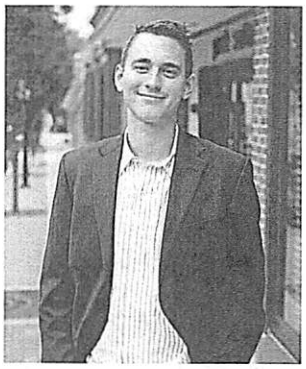
County Square Master Plan, Olathe, KS

Pleasant Lea Park Master Plan
Lee's Summit, MO

Stoneridge Master Plan, Olathe, KS

Parks and Recreation Master Plan
Lansing, KS

landworks STUDIO



## JOEL WEIKERT, ASLA

# landscape designer

Joel is a recent addition to the Landworks Studio team, but by no means a stranger to the office. While studying landscape architecture at Iowa State University, he used a semester away opportunity to intern with Landworks Studio for the majority of 2018. Upon returning to Ames to finish his education, Joel dove heavily into park design, wellness design for aging populations, and horticulture.

Joel is passionate about the opportunities of play coming from our everyday lives. Parks and playgrounds matter, but hints of fun and excitement peppered into our vernacular landscapes are just as important.

### education

BACHELOR OF LANDSCAPE ARCHITECTURE

IOWA STATE UNIVERSITY, 2019

### relevant projects

Hyde Park Aquatic Improvements
Joseph, MO

Linwood Park Splashpad, Wichita, KS

Boston Park Splashpad, Wichita, KS

Edgemoor Park Splashpad, Wichita, KS

Evergreen Park Splashpad, Wichita, KS

County Square Master Plan, Olathe, KS

Pleasant Lea Park Master Plan
Lee's Summit, MO

St.

Kansas City North Community Center Playground, Kansas City, MO

Community Park
Jefferson City, MO

Parks and Recreation Master Plan
Lansing, KS

landworks STUDIO

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# 4. EXPERIENCE AND QUALIFICATIONS

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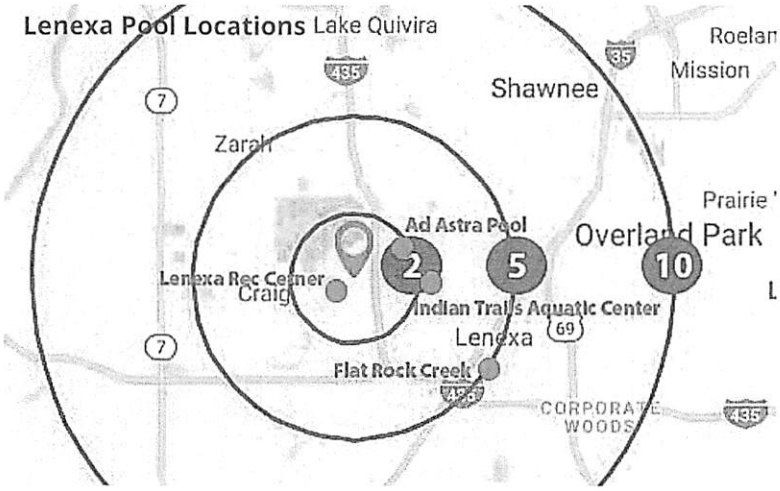
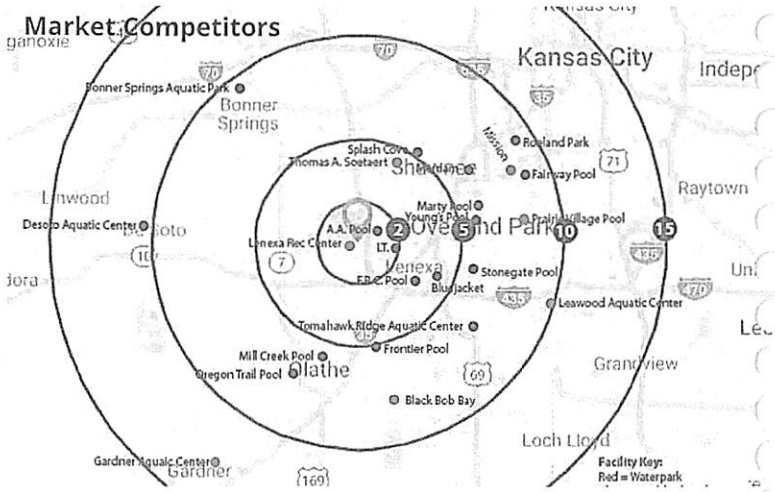
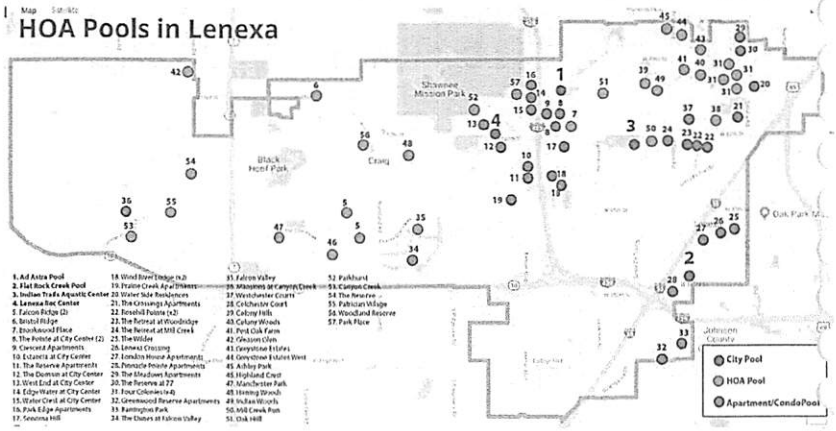
# Lenexa, KS
# Aquatics Study




The overall purpose of this aquatics study was to evaluate and analyze the condition of the existing facilities and determine how they serve the overall community needs.

The City of Lenexa currently operates three outdoor swimming facilities and a recreation center with indoor aquatics. The outdoor facilities are located in the eastern part of the city and the indoor pool is located in the western part. The city's population is growing to the west and there are no public outdoor recreational aquatic facilities in that area.




The condition and ability of the aquatics facilities to serve the community vary from one facility to the next, with some facilities being in better condition and better received than others. Overall, the facilities have aged and are in need of improvement. The overall attendance and revenue have decreased over the years such that the aquatics facilities are operating at a significant subsidy.

Multiple options were studied to improve aquatics in Lenexa, including a neighborhood approach, regional approach, central water park approach and integration of splashpad(s) into the system.

The next phase of this study is to conduct public engagement to determine the community priorities and needs as they pertain to aquatics in Lenexa, and further develop the options for future of aquatics in the City.

## Project Reference

**For more information regarding this project, please contact:**

*Logan Wagler*
*Deputy Parks & Recreation Director*
*(913) 477-7140*

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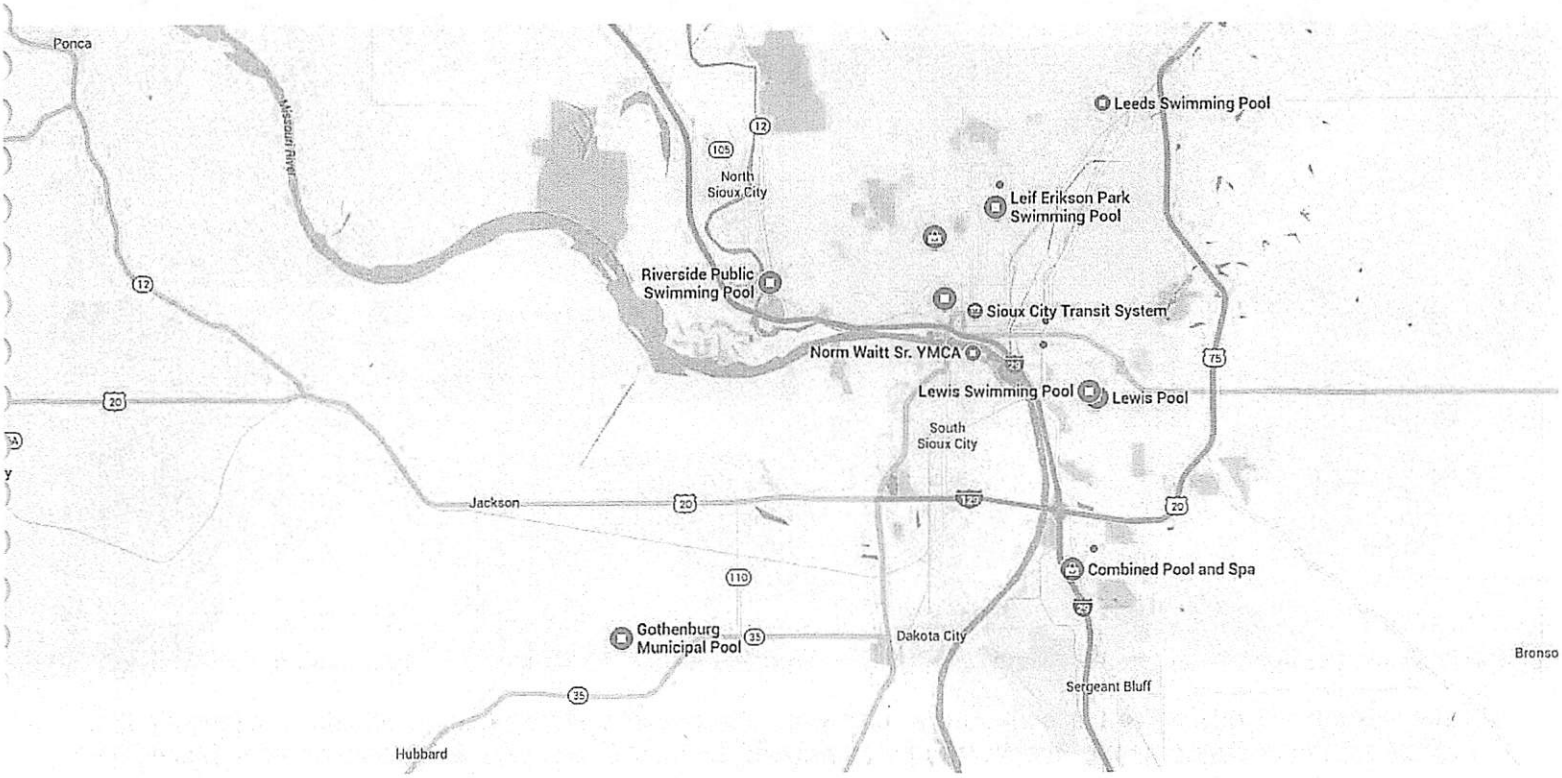
AQUATIC DESIGN

## Sioux City, IA
# Sioux City Aquatic Master Plan




Located along the Missouri River in Northwest Iowa, Sioux City operates five outdoor pools. Their pool operations were declining, resulting in a collective subsidy increase. Attendance at three of the pools were very low, prompting questions about possible pool closures. Waters Edge was chosen by Sioux City to evaluate the current pools and review their operations.

We began the project by holding public meetings in each pool's neighborhood. As one might expect, proponents for each pool attended the meetings not wanting to lose their pool. Patrons requested lower fees, more programs and longer hours. The availability of lifeguards became a key issue of discussion.

We identified a physical problems with a few of the pools and repair/renovation costs were provided. The final report recommended closing two pools and enhancing the remaining three pools. Building a new water park was the final recommendation. This would be located in a growing area without easy access to any of the existing pools.

## Project Reference

For more information regarding this project, please contact:

*Matt Salvatore*
*Parks & Recreation Director*
*(712) 279-6109*

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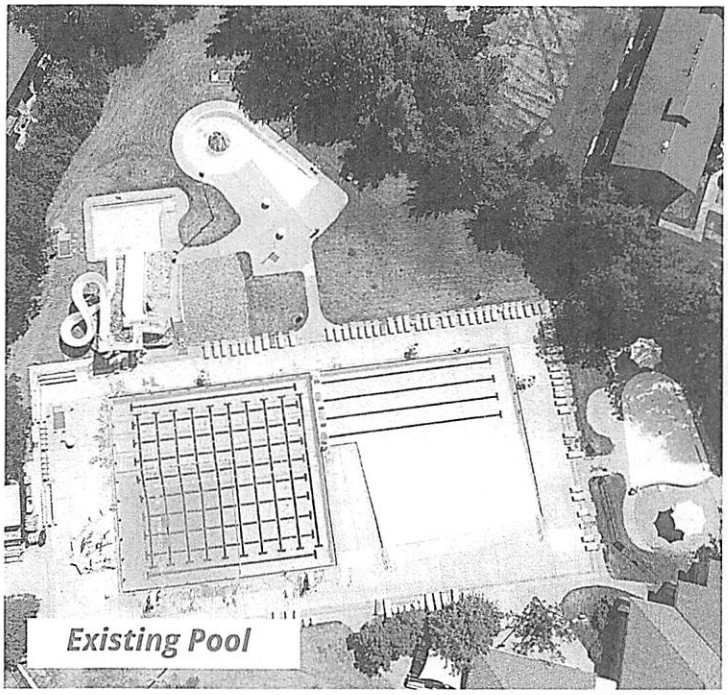
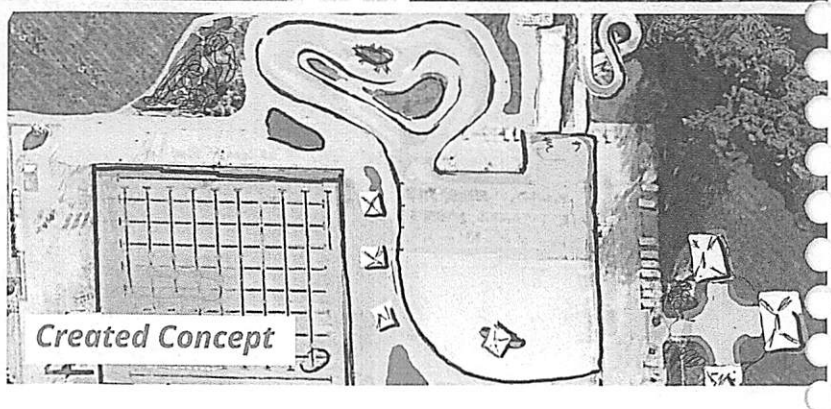
# Roeland Park, Kansas
# Aquatic Center Feasibility and Operational Study












The City of Roeland Park and a local county parks and recreation department had a long-standing joint-funding agreement for the operation of the Roeland Park Aquatic Center. Additionally, with a reduction in attendance and cost recovery over the years, and with the interlocal agreement expiring in May of 2019, the City of Roeland Park selected Waters Edge Aquatic Design in 2018 to conduct a feasibility and operational study to determine the long-term needs and options for the Roeland Park Aquatic Center.

**This study consisted of the assessment and evaluation of:**

- Pool's physical condition and mechanical systems
- Market and service area review
- Operational and management practices
- Participation and program analysis
- Operational and physical improvements with cost
- Community input through online surveys, comment cards, public and special user group meetings

With a competitive swimming focus, four bodies of water, minimal recreational amenities, and with ongoing and increasing maintenance and repair, options for improvements were provided. The final recommendation was to pursue operational and physical improvements that increased cost recovery through a reduction of expenses and increasing revenue, specifically improvements that reduced the operating season from a year-round facility to a summer swim season, and that would offer a facility that served both leisure and competitive swim team users. Operating and management themes and recommendations were also provided to increase the service and perception of the facility.

## Project Reference

**For more information regarding this project, please contact:**

*Keith Moody, City Administrator*
*(913) 722-2600*
*kmoody@roelandpark.org*

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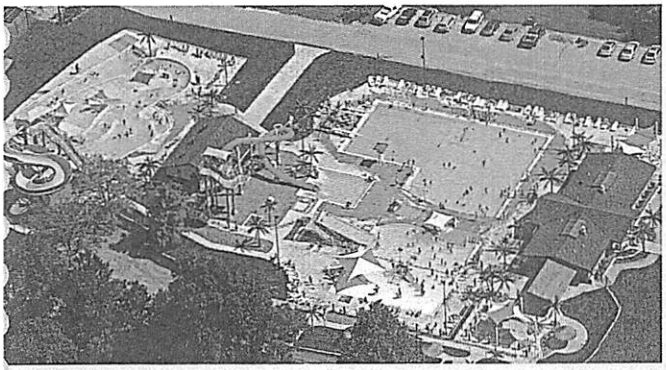
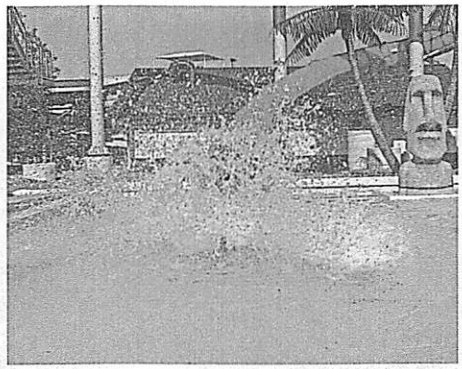
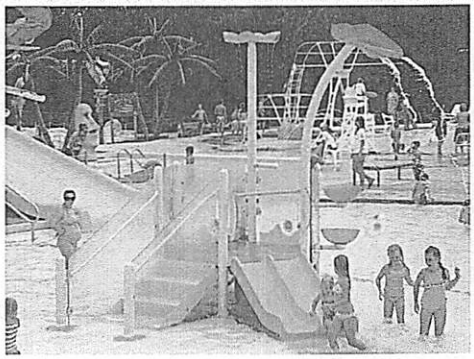
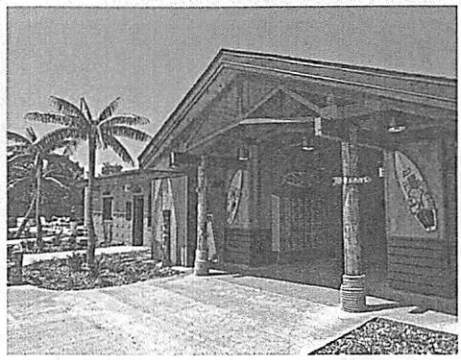
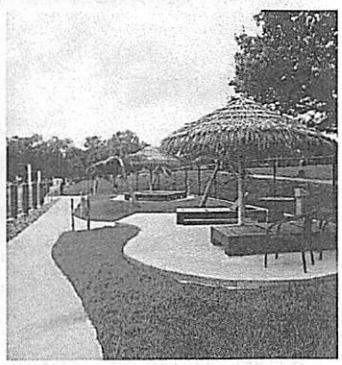
# Chillicothe, Missouri
# Chilli Bay Waterpark

Originally built in 1963, Chillicothe set out to create something truly special from their existing traditional pool. As far back as the early 90's, Waters Edge staff, prior to forming Waters Edge, had been involved with the initial additions and renovations of the existing pool beginning with the separate plunge area addition and renovation of the facility from a traditional "L" Shaped pool into a three, separate pool design. It wasn't until 2013 the complete renovation of the facility from a traditional municipal pool into a fully designed waterpark would emerge.

Working with the City & Chillicothe's pool planning committee a "tropical island theme" was selected for design and branding. With this in mind Waters Edge set out to develop a tropical oasis in the Midwest. Designers transformed the existing structures with a new wide bulkhead wall, a revised plunge area, and to complete the oasis, a Lazy River, multiple large waterslides , a log roll, play structure, and a transparent climbing wall were all added.

To tie "Chilli Bay" into the park, designers also sketched and developed ideas for the existing bathhouse, mechanical building, and landscaping elements. This included the renovation of the buildings with a "natural beach shack theme". The bathhouse entry was redesigned with a single corridor style entry complete with wood columns, custom built wood sliding gates, and "natural" wood paneling. Just as important in a tropical oasis are lounge areas making you want to spend the day at "Chilli Bay". Throughout the park, are private/rentable thatch shade areas, palm trees, custom post and rope barriers, hand carved tiki sculptures, and highly colorful play features. Elements were sourced from multiple coastal areas to add an authentic feel throughout.

## Fun Facts

**Branding A Community Effort**
Waters Edge designers worked with the City on branding and theming "Chilli Bay". From the landscaping, architectural elements, to the colors & features, each item was carefully considered. As an additional plus, a local Chillicothe artist offered to create custom directional signage. Adding a special touch to a true community waterpark.

## Quick Facts

***Cost:*** *$4 Million*

***Acreage:*** *3.25 acres*

***Final Project Completion:***
*Summer 2013*

## Project Reference

**For more information regarding this project, please contact:**

*Josh Norris*
*Director of Parks & Recreation*
*(660) 646-8859*

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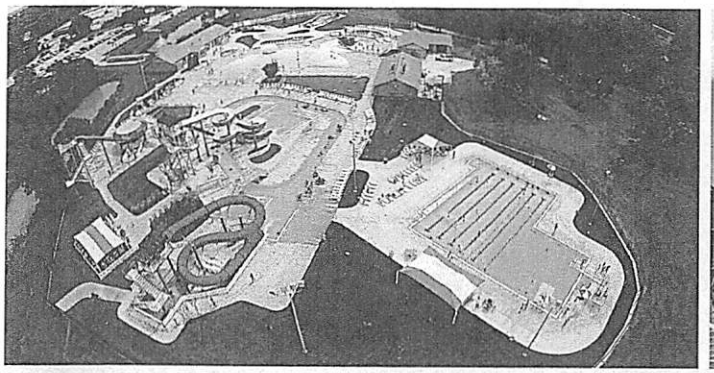
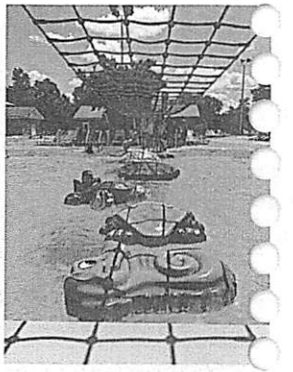
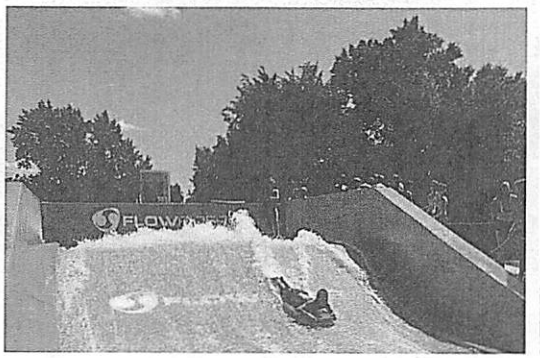
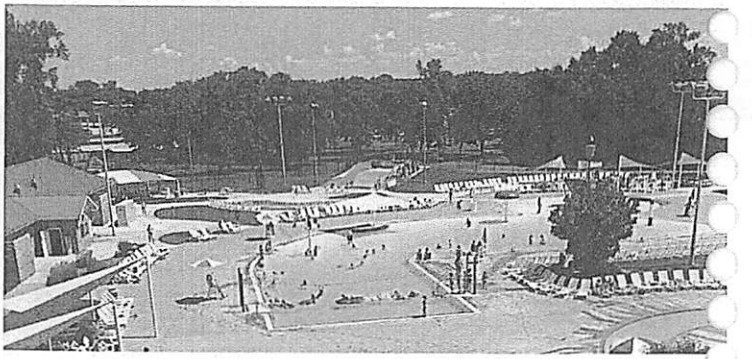
# Columbus, Nebraska
# Pawnee Plunge Waterpark Expansion









Nestled inside Pawnee Park near a creek and river, Pawnee Plunge's existing aging facility didn't blend with the natural beauty of its surroundings. It needed an updated park with amenities that would complement the area. The city of Columbus agreed and wanted to be able to provide more for their citizens. Hoping to provide something that would draw in traveling guests as well create a place for competitive events to be hosted. To help them complete this task, Waters Edge designed a plan to renovate and expand their current facility. With the addition of a new 6 lane 25 yard lap pool and previously missing deep water. This meant guests now had the opportunity to experience competition as well as multiple heights of diving and artificial rock climbing among the new 1 Meter & 3 Meter boards. As well as plenty of room for open swim & deck diving.

Not only was a new lap addition provided, the existing recreational pool was revamped with a new pirate themed large play structure and multiple sprays. This created an area for younger children to explore their imagination with water. Existing slides and features that remained were repainted and coated from faded pastel pinks and purples to more appropriate deep earth tones. A new concession & sprayground area was created. Natural landscaping was provided throughout the park to help soften tand connect the multiple spaces. As a signature feature Columbus also received the very first FlowRider wave simulation attraction in the state of Nebraska. Giving out of town & land locked guests a reason to travel and experience the adventurous sport of surfing within a beautiful setting.

## Fun Facts

***Take A Ride On tbe Waves***

*The FlowRider wave simulator at Pawnee Plunge was the first wave simulator installed in the state of Nebraska. Guests from far and wide travel to experience the thrills of surfing. No need for a large body of water, it is fully self contained and adjustable so that everyone young & old can this signature feature.*

## Quick Facts

***Cost:*** *$3.4 Million Expansion*

***Acreage:*** *5 acres*

***Project Completion:*** *May 2015*

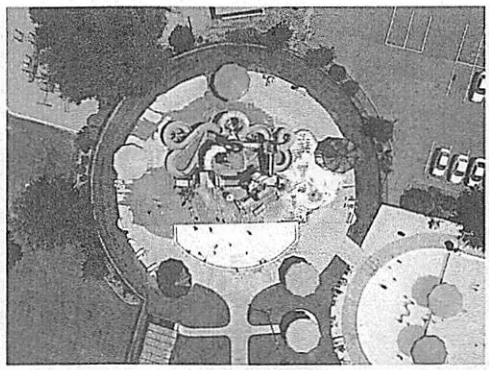
## Project Reference

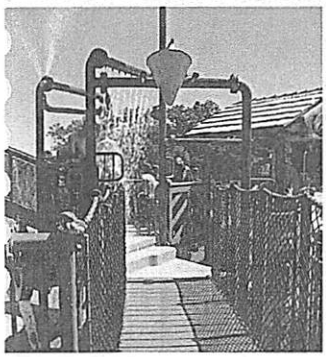
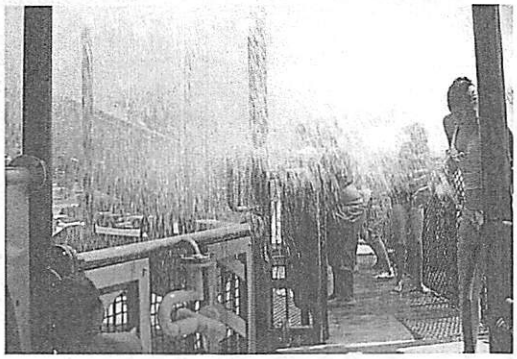
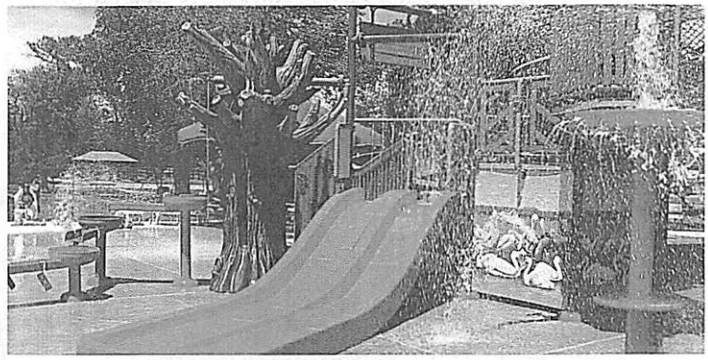
**For more information regarding this project, please contact:**

*Doug Moore, Public Property Director*
*(402) 562-4240*
*dmoore@columbusne.us*

waters edge
AQUATIC DESIGN

# Great Bend, Kansas
# The Wetlands Waterpark

## Signature Aquatic Features

- Interactive Play Structure
- Multiple age appropriate slides
- Dumping Bucket & Sprays
- Zero-Depth & Large Lounge Pool
- Various Shade
- Drop Slide

## Quick Facts

***Cost:*** *$2 Million*

***Water Surface Area:*** *7,504 sf*

***Final Project Completion:*** *Summer 2011*

*Phase I SprayPark: Summer 2005*
*Phase II Slide Addition: Summer 2011*

Named one of the eight wonders of Kansas, Great Bend is part of a one of the world's most significant natural wetlands, Cheyenne Bottoms & Quivera National Refuge. This wetland hosts millions of various migrating birds yearly, bringing with it a number of endangered or threatened species. For this reason, it was a natural fit that the large wet play structure would honor this natural significance with a wetland theme.

The play structure as well as the nearby shallow wading pool, bathhouse, and filter building, were the first additions made to the older existing pool with Waters Edge. Shortly after, the City chose to partner with Waters Edge once again for the addition of a drop slide to the deep area of the existing pool. These new additions, and amenities create The Wetlands Waterpark of Great Bend.

## Project Reference

For more information regarding this project, please contact:

*Scott Keeler*
*Director of Public Lands*
*(620) 792-9546*

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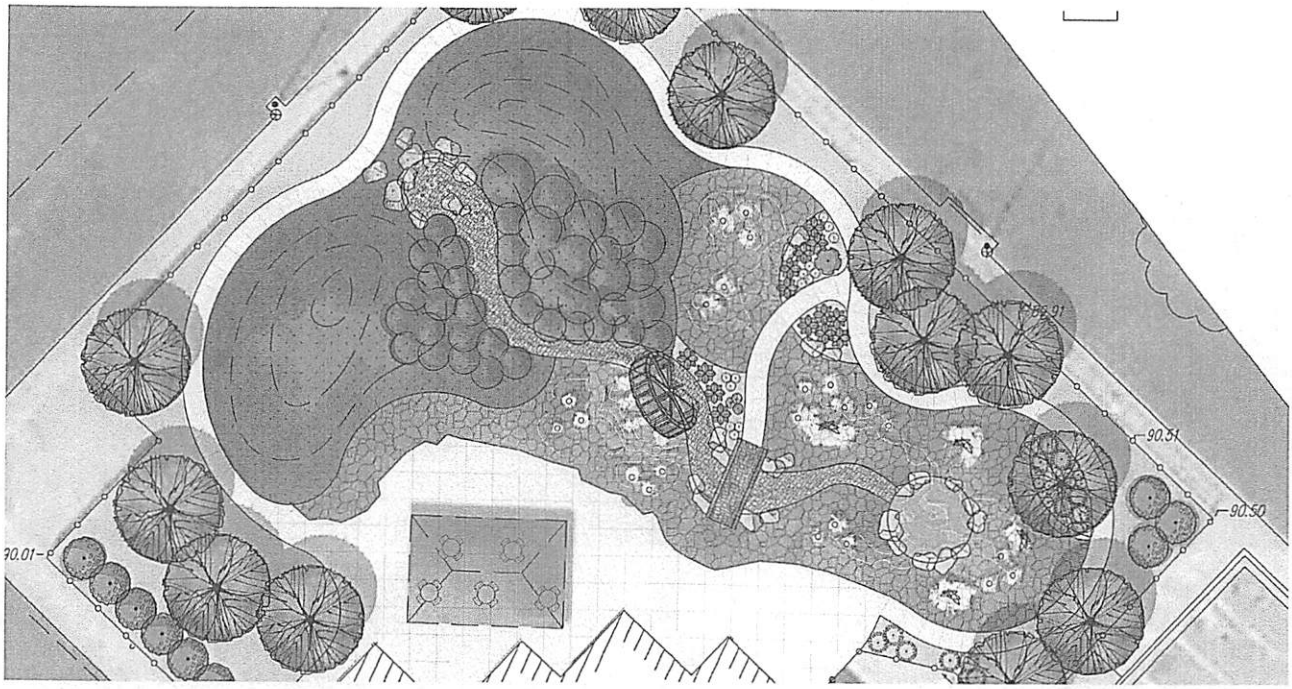





# LINWOOD PARK
# splashpad

The City of Wichita selected Landworks Studio to design multiple new splashpads throughout their park system.

The new splashpad at Linwood Park in Wichita is located within the footprint of the existing swimming pool. The theme for this water amenity evolved through the schematic and design development phases into one focused on the history of the site. While today Chisholm Creek is confined to a narrow concrete channel in the middle of I-135, it was once a free-flowing stream that meandered past the eastern edge of historic Wichita and through the middle of this present-day park. Water-powered mills dotted the edge of this and other 19th-century Wichita waterways. The design of this splashpad was inspired by these long uninhibited creeks and our early attempts, as settlers, to harness their power.

**location**
WICHITA, KS

**client**
CITY OF WICHITA, KS

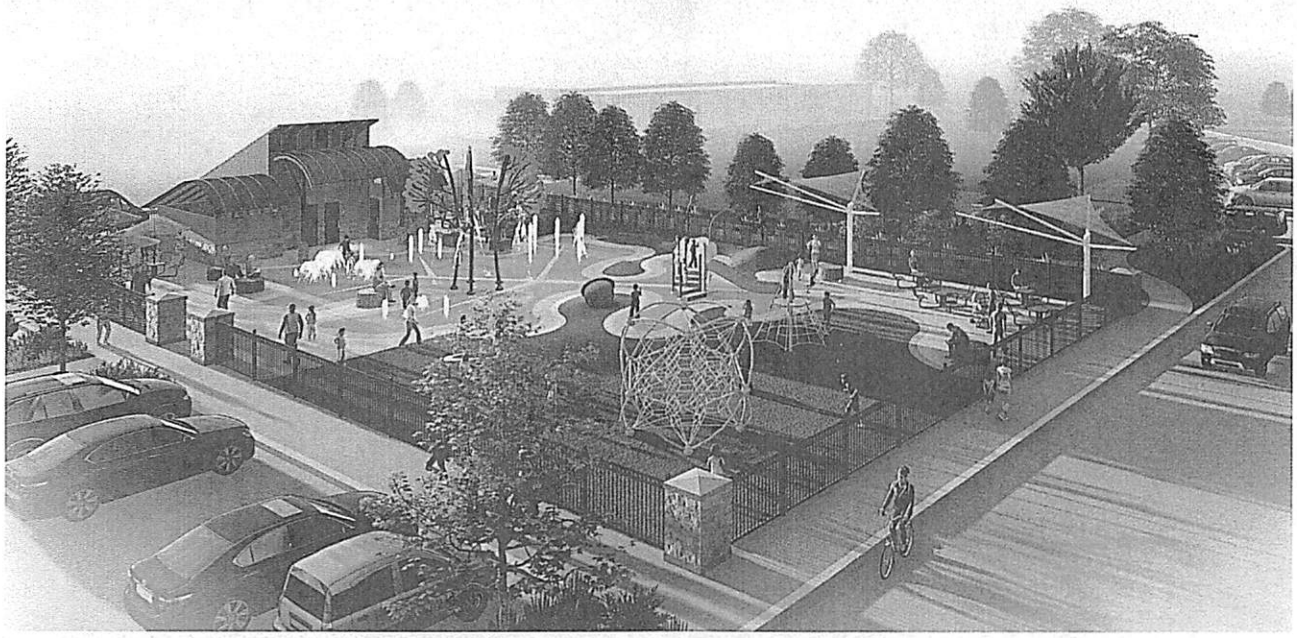
**project budget**
$750,000

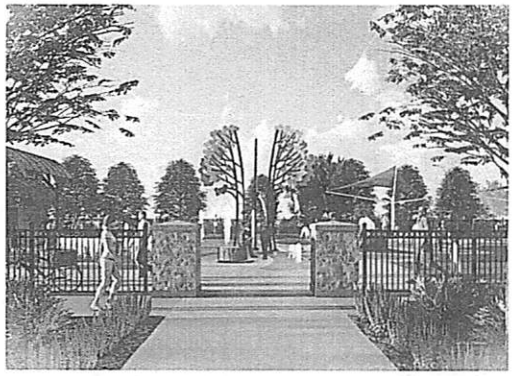
**design services**
LANDSCAPE ARCHITECTURE + PUBLIC ENGAGEMENT + AQUATICS

**project schedule**
2020

**Contact Info**
Larry Hoetmer, RLA, ASLA, Landscape Architect, Parks and Rec, Wichita, KS
phone | 316.268.4179

landworks STUDIO





# HYDE PARK
# aquatic improvements

Landworks Studio created Hyde Park's 57-acre master plan in 2017 where the recommendation was made to add aquatics to the park. Landworks was then selected to prepare construction documents for a unique splashpad within the park. The design inspiration for the splashpad is a state champion oak tree that once sat on the property. The park features a bathhouse, an oak leaf shaped splash element, a custom above-ground water feature, a variety of in-ground nozzles, dry play structures, improved pedestrian circulation, and additional parking.

This splashpad includes a number of different elements for kids of a broad age range, making it accessible to families.

**location**
ST JOSEPH, MO

**client**
CITY OF ST JOSEPH, MO

**project budget**
$1.7 MILLION (CONSTRUCTION)

**design services**
LANDSCAPE ARCHITECTURE + AQUATICS + WATER MANAGEMENT

**project schedule**
2020

**Contact Info**
Chuck Kempf, St. Joseph, MO
phone | 816.271.5500

landworks STUDIO

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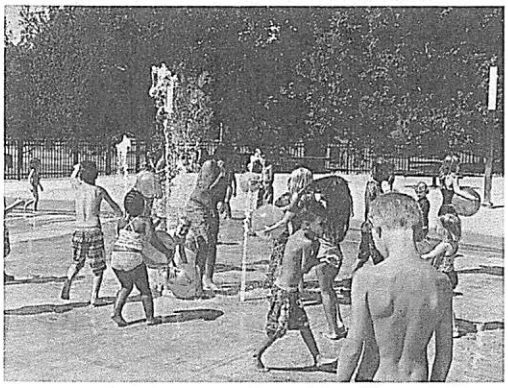

# GILLHAM PARK
# sprayground

Gillham Park is a linear park that serves several neighborhoods in midtown Kansas City, Missouri. One of the features in Gillham Park was a fill and drain wading pool, that over time became too costly for the City to maintain. Landworks Studio was selected to design a splashpad that captured the need for the community to engage with water. The overall design provides multiple venues for family activities in the summer months and beyond. This artful splashpad is located near an existing playground and includes interactive ways to cool off, a synthetic turf berm for picnics, unique overhead spray bars, a toddler spray area, and a shade structure. Landworks was able to meet the tight design schedule to allow the splashpad to open in the summer of 2018 for the community to enjoy.

**location**
KANSAS CITY, MO

**client**
CITY OF KASNSAS CITY, MO

**project budget**
$820,000 (CONSTRUCTION)

**design services**
LANDSCAPE ARCHITECTURE + PUBLIC ENGAGEMENT + WATER MANAGEMENT

**project schedule**
2018

**Contact Info**
Richard Allen | KCMO PRD
816.513.7713 | richard.allen@kcmo.org

landworks STUDIO

# METHODOLOGY

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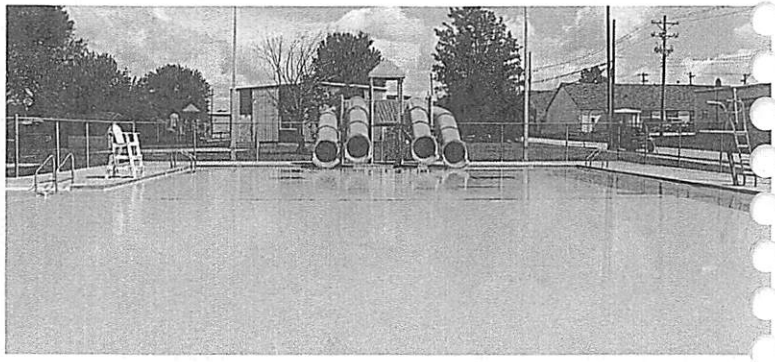


# Project Understanding

## Joplin Aquatics Division

The City of Joplin, MO currently offers three outdoor aquatic centers: Schifferdecker Aquatic Center, Cunningham Aquatic Center, and Ewert Aquatic Center. With diverse aquatic facility offerings, the City offers open swim, swim lessons, aqua fitness, pool parties and rentals. Ewert Pool specifically offers swimming lessons and open swim opportunities.

Ewert Aquatic Center was developed in the early 1920's, with the land for the pool being purchased in the, "greatest year in the City's history in development of parks." Ewert Aquatic Center opened in 1925. Utilizing a 1/4-cent parks/stormwater sales tax, it received improvements and updates in 2003.

We recognize the potential for the community to have sentimental and historical attachment to the facility, which will be important to be aware of as options for the Ewert Aquatic Center are explored.

It is our understanding that the Ewert Aquatic Center has seen a decline in attendance and participation over the years, particularly after the renovation of Schifferdecker Aquatic Center and Cunningham Aquatic Center. Due to this decline, it is desired to evaluate the life and use expectancy of Ewert Aquatic Center and the property.

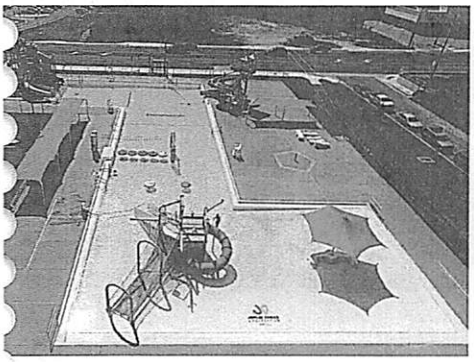
To respond to the current Ewert Aquatic Center's status in the City of Joplin, the City is looking to study future options for the pool and pool site. This includes:

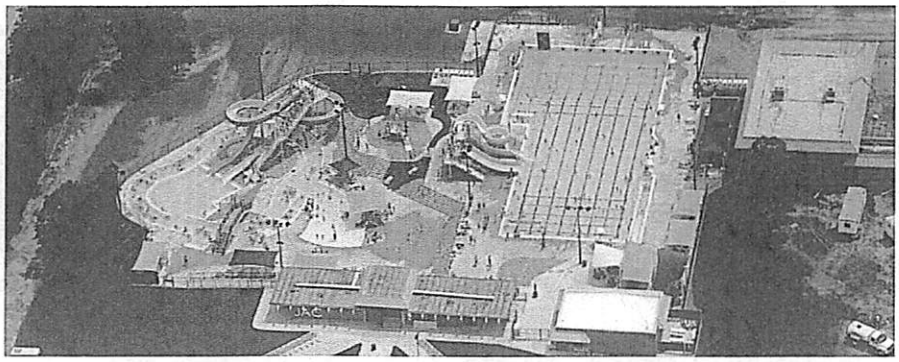
- Evaluating the physical conditions of Ewert Pool
- Studying the aquatics system and market
- Analysis of possible options and feasibility of those options
- Capital costs for each option
- Revenue and expenditure projections for each option

## Project Objectives

We understand the objectives and questions to be answered as listed in the RFP, which include:

- Does the City of Joplin need three pools?
- What is the appropriate number of pools for a community of Joplin's size?
- Provide a current structural analysis of Ewert Pool
- Analyze possible future uses at the site of Ewert Pool, including:
    1. Convert Ewert Pool into a splash pad
    2. Convert Ewert Pool into a splash park with features
    3. Convert Ewert Pool into Park land
    4. Convert Ewert Pool into expanded skate park area
    5. Renovate Ewert Pool
    6. Other options





# Project Methodology

## The Phases

An effective pool study incorporates a variety of evaluations, areas for analysis, and method for collecting information and data to make well informed decisions and recommendations. We strive to go above and beyond the call of duty for our clients and owners, and our approach is therefore unique to each project. We work collaboratively with the project team to develop a detailed approach that best fits the project goals, but having a framework of where to start is how we begin the process.

The project approach can be broken down into three major phases:

**Phase 1**

**Facility & Community Analysis**

- Gather information, including understanding your project goals and concerns
- Review existing documentation (e.g. reports, master plan documents, etc.)
- Analyze existing facility
- Analyze market area and demographics

**Phase 2**

**Public Outreach & Concept Design**

- Public meetings & outreach
- Concept , development & costs

**Phase 3**

**Final Report & Recommendation**

- Summarize previous steps & provide you with an opportunity to review & help develop the final report.
- Final report with recommendations
- Presentation to City

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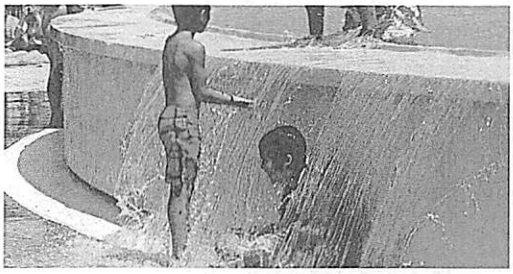
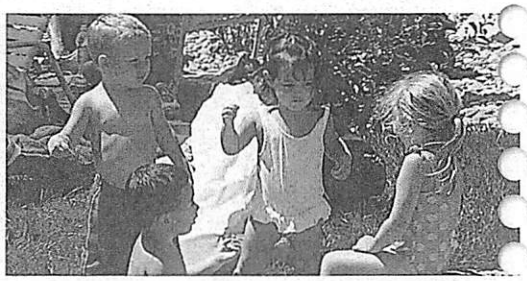




# Project Methodology Summary

***Task 1 – Facility Analysis***

- Perform an in-person visual evaluation of the existing facility
- Report on findings

***Task 2– Operations Analysis***

- Evaluate and trend existing operating conditions

***Task 3 – Market Analysis***

- Research existing aquatic facilities in the region
- Assess potential influence on the proposed facility
- Identify the primary and secondary service areas, current and future demographics, potential users, and facility trends

***Task 4 - Public Outreach***

- Participation in public meetings and outreach
  - Solicit community and stakeholder input relevant to community needs/interests
- Presentations to appropriate City groups and officials

***Task 5 – Facility Programming***

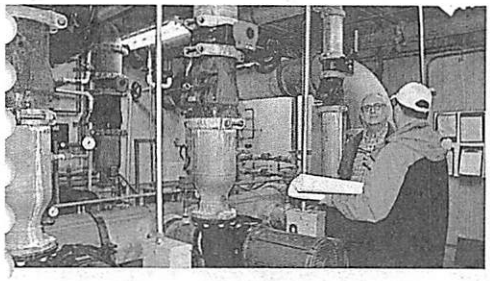
- Identify how desired services are being met and/or if the City can accommodate those with existing facilities
- Identify current and future programs desired
- Determine the components and programs to include in future options

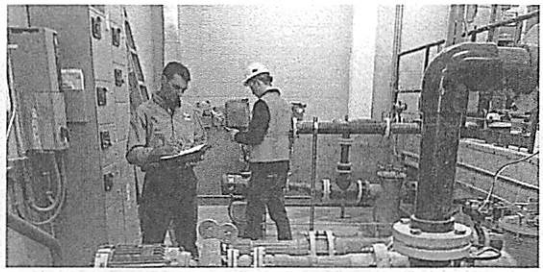
***Task 6 – Concept Design Options and Costs***

- Develop and propose concept design options
- Develop probable construction costs and operational estimates for options
- Develop the preferred concept design option and corresponding costs

***Task 7 – Final Report***

- Submit a written report including methodology and recommendations, including presentation





# Project Methodology

## Facility Analysis - Phase 1

Your facility analysis begins with understanding your goals, history, and facility story. It is important that we listen to your operating staff describe their challenges and frustrations, as well as reach out to the community for their feedback on your facility. During the facility analysis, we will review the original design drawings and specifications, and tour the facilities to observe the actual operating conditions. The intention of the facility evaluation is to understand where the facilities are in regards to functionality, and what the known and actual conditions of the facilities are. Having a good understanding about existing conditions allows us to determine what type and kind of recommendations are the best suited for your specific project. We use this analysis to recommend improvements, both in the immediate and long-term future.

To give you a better understanding of what to expect, some of the key items we evaluate are:

- Pool condition
- Deck & structures
- Features & amenities
- Water quality
- Water test log reviews
- Water loss potential
- ADA & VGB compliance
- Diving clearances
- Lighting levels
- Comparison with State and City standards
- Chemical systems
- Filter systems
- Recirculation systems
- Building condition
- Building systems
- Roofing systems
- HVAC systems
- Electrical systems
- Plumbing systems

Areas for Review Include:

- Analyze maintenance and repair history
- Assess conditions
- Review systems for code compliance

Main Goals of this Section:

Identification of:

- Deficiencies
- Improvements, including advantages and disadvantages to each
- Costs for improvements
- Prioritize improvements

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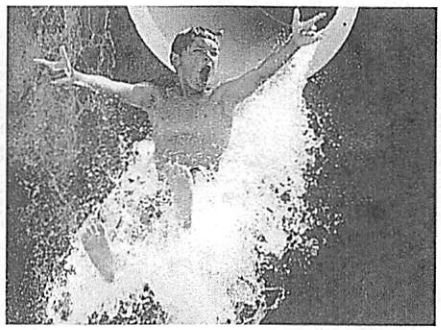


## Operations Analysis - Phase 1

We will conduct an analysis of the operations of the existing facility. This allows us to look at how your facility is performing when the doors are open, identifying what areas are going well and areas that may need improvement or modification. Reviewing reports generated by available software and manual tracking systems, including financial and participation reports, operating plans or manuals, and interviewing staff are the primary methods for conducting this analysis. The final report will include the tracking and data logs created to show trends over time, and will be used as the justification method for projections.

The Market Analysis, in combination with all other steps, will be used to help understand what types and quantities of aquatic opportunities are realistic for your community, and will also inform projected revenues and expenditures in the feasibility study.

Key areas of evaluation include:

- Attendance/use
- Program statistics
- Revenue
- Expenses

Main Goals of this Section:

- Trending
- Identification of areas that could undergo modification to increase efficiencies

## Market Analysis - Phase 1

There are a number of options for people to choose from in relation to how their water recreational needs are met. Knowing where those options are and what they consist of provides a basis of understanding for what the competition may be, and also where service gaps may exist. Benchmarking the facility against area facilities and participation statistics provides a basis for identifying areas that are both going well and what could improve at your facility. Studying how people are using services in the area and what their options are for participation will provide insight as to how your facility fits into the equation.

The Market Analysis, in combination with all other steps, will be used to help understand what types and quantities of aquatic opportunities are realistic for your community, and will also inform projected revenues and expenditures in the feasibility study.

The following areas will be analyzed to understand the market:

- Community characteristics and profile
- Inventory existing facilities, including location, size, components, rates, and cost recovery
- Identify influence of facilities in the service area on aquatics in the City

Main Goals of this Section:

- Service area identification and map
- Demographic & community profile
- Benchmarking
- Identifying primary and secondary service areas



## Public Outreach - Phase 2

Gaining input from the public can be key to understanding the facility from the user's perspective, and to develop a plan that will be supported by the public. Input from the public is generally only as good as the awareness and understanding that the public has with respect to possibilities, constraints, and financial impact. All public input should begin with an educational component, and we can help produce promotional/informational media for use in educating the public about the project and the goals behind the project (***see Example Marketing Pieces***). Engaging a diverse makeup of the community, such as age and type of use, will provide a more well-rounded input process.

Along with attending and supporting public meetings, other promotional channels can also be useful. For those who cannot attend formal or in-person meetings, and for those who may not feel comfortable speaking in front of others, social media, emails, and online/in-person surveys allow for more input and feedback. Building community support and consensus is an integral part in planning for City services, including the direction and future of aquatics.

It is understood the soliciting feedback and engaging the public is an important element to a successful feasibly and visioning study. We will work with you to identify the specific schedule and methodology early in the study process to ensure the methods selected fit the goals of the study. Below is a list of options and possible strategies for public outreach and collecting input. The individual strategies can be selected in part or in whole, and new strategies added, once the study has begun and as the team generates goals and expected outcomes.

For the Ewert Pool Study, there are additional options to explore to replace the Ewert Pool that are not aquatic focused. There are several options to accommodate this, which will be explored early in the study process to determine which may be a strategy that best fits the needs and goals of the City.

Possible Methods:

- General public meetings (e.g. open house or town hall)
- Focus group meetings (e.g. special user groups, existing neighborhood and/or neighbors near a new location, potential partners, etc.)
- Civic group meetings (e.g. schools, senior center/services, Rotary, Kiwanis, etc.)
- Online survey
- Set up a booth at City event(s) and/or pool-side events during the outdoor pool season
- Project page on the City's website, social media engagement
- In-person feedback forms or contact cards
- Concept design workshop

Main Goals of this Section:

- Gain support
- Compilation of public feedback
- Identify needs & priorities

Example marketing pieces:

Developing marketing materials for the project can be beneficial in communicating with the public to educate, gain support and consensus. We have assisted communities with these efforts utilizing a variety of methods, such as through social media, website, printed materials, and computer generated concepts. We have the capability to create 3-D renderings, and is an option many communities have found helpful in building project support.

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# Example Marketing Pieces

Developing marketing materials for the project can be beneficial in communicating with the public to educate, gain support and consensus. We have assisted communities with these efforts utilizing a variety of methods, such as through social media, website, printed materials, and computer generated concepts. We have the capability to create 3-D renderings, and is an option many communities have found helpful in building project support.

## Example Social Media



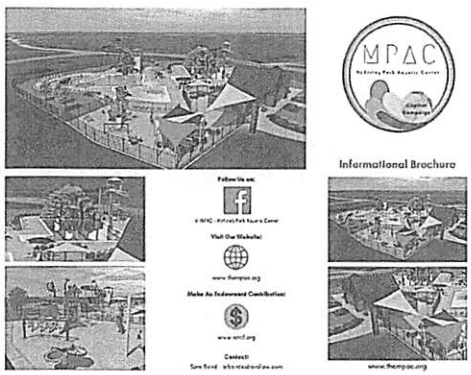

## Example Website

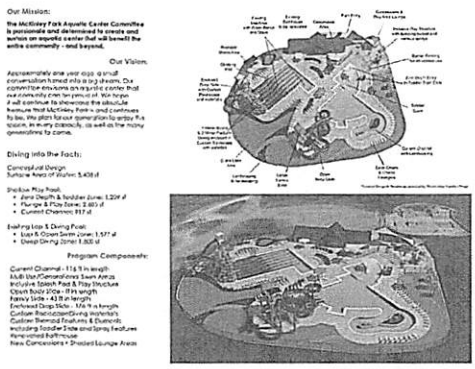


## Example Flyer

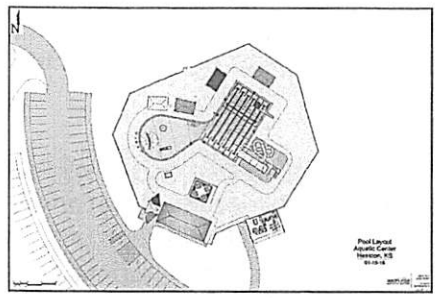


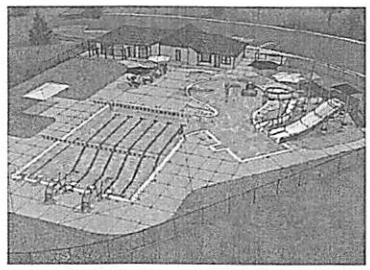

## Example Brochure

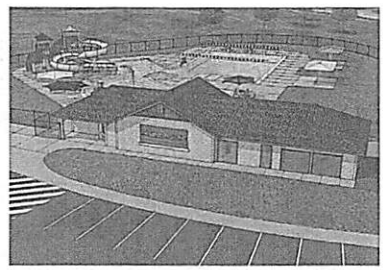


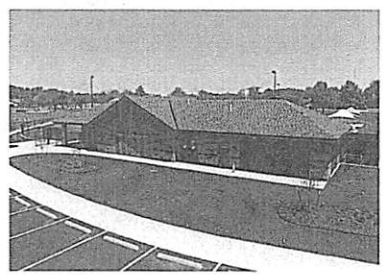

## 2-D Concept / 3-D Rendering / End-Product

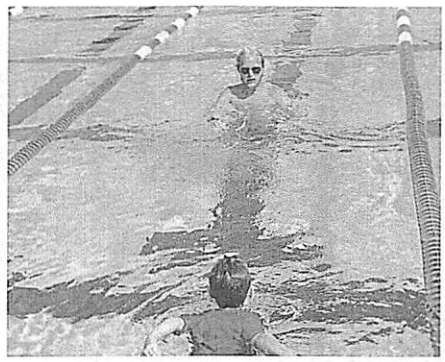
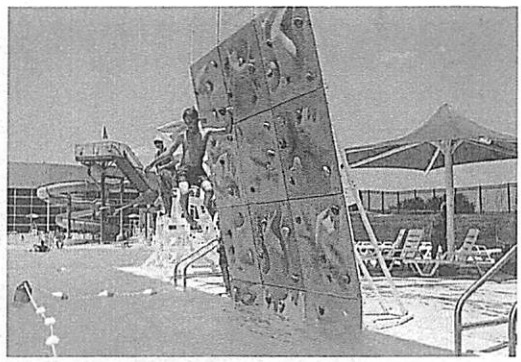








## Facility Programming - Phase 2

From input received in the Public Outreach Task and from the project team, we will identify features, amenities, activities, and programs that the community has reported to need or desire. In addition to the study of desired features, studying the activities and programs in which the community participates will allow for further understanding of how people utilize aquatic facilities and/or how they may want to in the future. Tracking programs offered by facilities in your market area helps us understand demand and possible duplication of service. This feedback can be utilized to generate program recommendations so that efforts and resources are directed at programs that are deemed the most critical.

For Ewert Pool Study, an extra layer of consideration will be to analyze the programs against existing services at other existing pool locations within the City, and how those existing facilities may be able to accommodate additional programming opportunities if necessary.

Information gathered will inform subsequent tasks, such as facility sizing, concepts, and the projected revenues and expenditures per option.

When looking at programming and activities, we will be interested in asking these types of questions:

- What does the user want and need in their programming options and features?
- How satisfied are users with available facilities and programs?
- Where does the community fulfill their aquatics needs?
- What activities does the community want?

Main Goals of this Section:

- Identify existing and new programs
- Identification of high priority & lower priority programs and features
- Provide space requirements and locations for concepts

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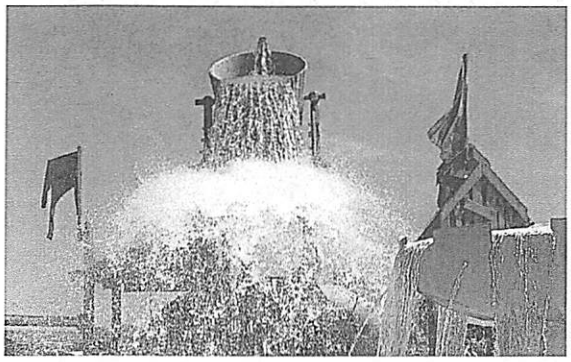
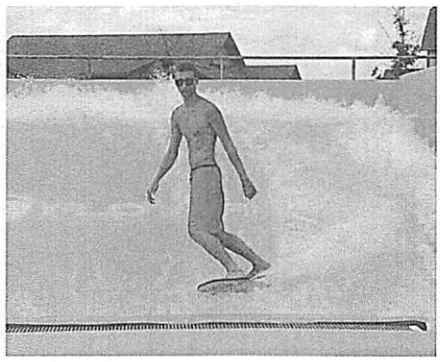




## Concept Design Options and Costs - Phase 2

The intent behind concept design is to get a strong understanding of what the site may include in regards to the explored options. To best offer viable and relevant concepts, we will first help City staff establish a complete list of the intended activities and uses of the facilities to then develop educated alternatives for concept designs. It is important to understand how users expect and want to use the space, to then be able to understand what needs and constraints may be present prior to creating layouts. Knowing ahead of time what activity may occur in the spaces will allow for a more efficient design process.

During the concept development process, we will be conducting a series of interactive meetings and workshops with the staff where we will graphically share our drawings, concept design images, thoughts, ideas, and receive feedback in return. It is a collaborative process in which we exercise our creativity and problem solving while involving the City and Committee's ideas, desires, and vision. After several iterations, the concepts will be further refined and narrowed to a handful of options.

Our mission will be to bring unique concepts, creating a final result that would best serve your community. We will continue to develop the concepts and provide diagrams, plans, sections, graphic representations, and narratives to reflect design objectives, space requirements, relationships, and site conditions. We present concepts by using perspective sketches and renderings, including computer modeling, to best demonstrate what the spaces look and feel like.

Building upon the previous steps, plans will be developed that reflect the future and enhanced use of the aquatics services. These plans will allow for the overall planning for future development and compare the options, utilizing both bubble diagrams to review site options and CAD drawings on final layouts to demonstrate components to scale. Each layout will be accompanied by opinion of probable costs that allow for comparisons between the options in regards to feasibility. If development cannot occur at one time, a capital development phasing program will accompany the plans if needed.

***An example 2-D concept, 3-D rendering, and the final/complete project are available on the following page to demonstrate how our materials could be presented and a progression in imagery.***

Main Goals of this Section:

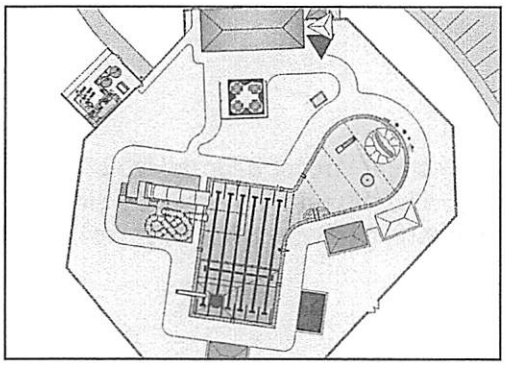
- Color plan view drawings of the pool concept layouts
- A site layout showing major site features
- A layout showing the pool outline with all the features
- Bathhouse and filter building footprint
- Color images of all proposed features
- Opinion of probable costs
- A summary report of the concept planning work, including drawings, feature images, capital costs

Concept Planning/Design Workshop - Charette Option

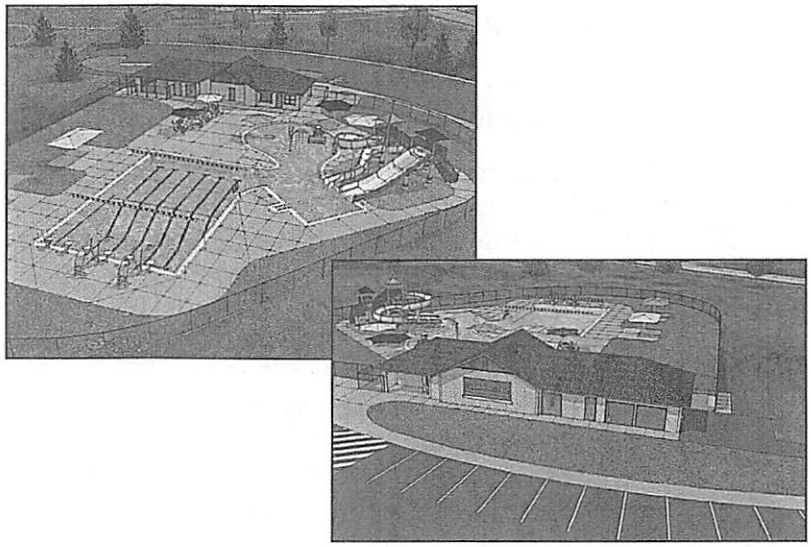
A powerful strategy to consider is a planning workshop. Our workshop focuses on efficiently and effectively finding the correct plan for you. Not only can it speed up the process, but it can also create an environment where ideas from the community, and the consultants come together to create a unique plan that fits the community's desires. Instead of having meetings a week or more apart, we bring part of our office to you, and concentrate the concept planning meetings to a few days. Our team members remain and work during these few days, while the staff and committee is able to drop in periodically for workshop meetings and sessions. The goal is to create a concept plan based off feedback from everyone in the room, while continually refining these plans until we create the perfect plan tailored to you.

The key benefits include creative ideas that come from working collaboratively, and creation of community focused concepts. The concept plan can also be created in a relatively quick time period by focusing efforts and staying on task until complete. In addition, the workshop is conducted where the committee and public can observe, improving visibility and public consensus. A few successful projects that used this process are Sabetha, Kansas, Outdoor Aquatic Center, Dodge City, Kansas - Long Branch Lagoon & Shawnee, OK - Splash Waterpark.

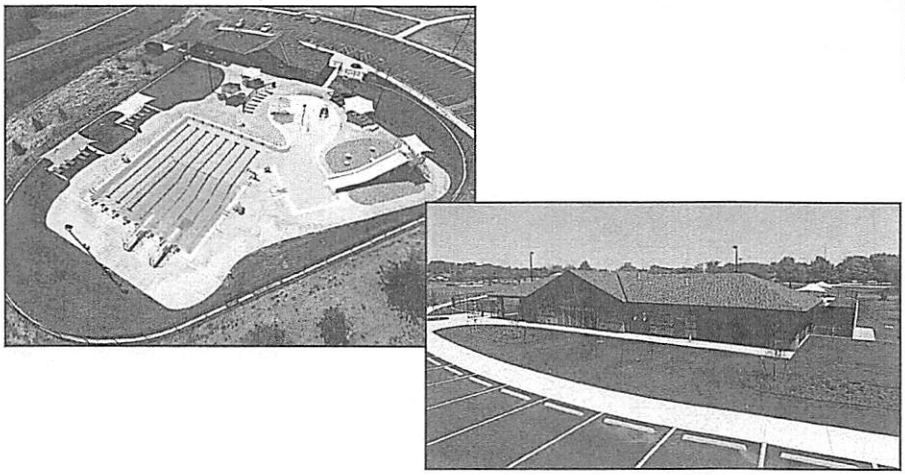
***Example 2-D Concept:***



***Example 3-D Rendering:***



***Completed Project:***



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Preliminary Cost Estimates and Feasibility

Each concept produced will include projected costs and a financing structure for the capital project. Financing and cost information at this stage will be based on recently financed, bid, and constructed projects similar to the final concept, adjusted for your location and inflation.

Additionally, each concept produced will include projections for operating revenues and expenditures. The operating cost projections will show the corresponding income needed to balance operating costs, and will also include projections of cost recovery. We will use your local costs for wages, utilities, and chemicals as a part of our cost projections and your specific ticket and program pricing for our income projections. This will be in the form of a spreadsheet so we can quickly prepare multiple options for your review.

The projected capital costs, operating revenues, and expenditures will be analyzed together to determine the feasibility of each option. These quantitative points, along with narrative and the qualitative feedback received, will all be used to determine feasibility and ultimate recommendations.

Considerations to determine feasibility:

- Needs and goals are met
- Public support
- Capital costs and available funding
- Cost recovery
- Operational implications

## Final Report & Recommendations - Phase 3

A final report will be prepared to recap the findings of the study and offer recommendations for determining the option(s) that best fit the needs of your community. Our recommendations will be based on the analysis of all areas identified in the Scope. In addition to the final report, the team will present study findings to the City.

The Final Written Report Will Include:

- Summary of scope and methodology
- Facility analysis report
- Operational and market analysis report
- Public outreach summary
- Options, concepts and costs, including projected revenue and expenditure
- Support photos, tables and data sets

# 5. REFERENCES

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## Wichita, Kansas

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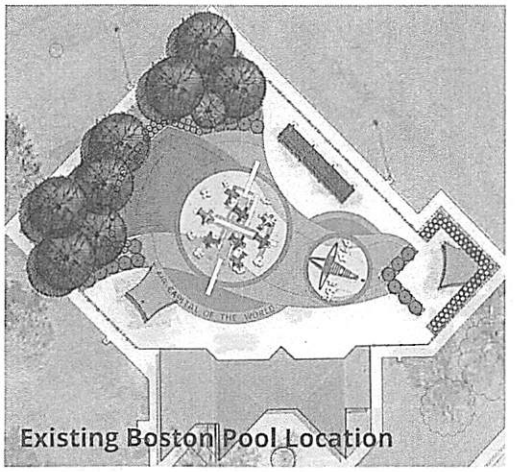
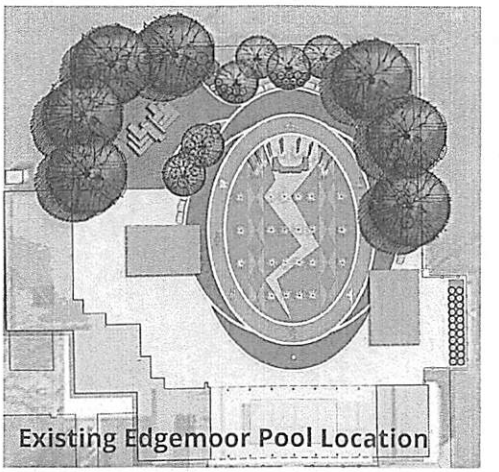
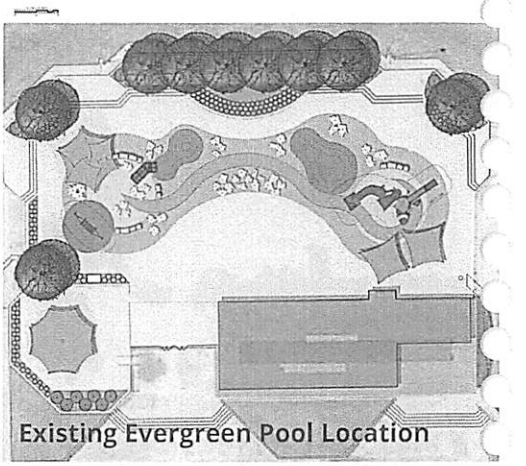
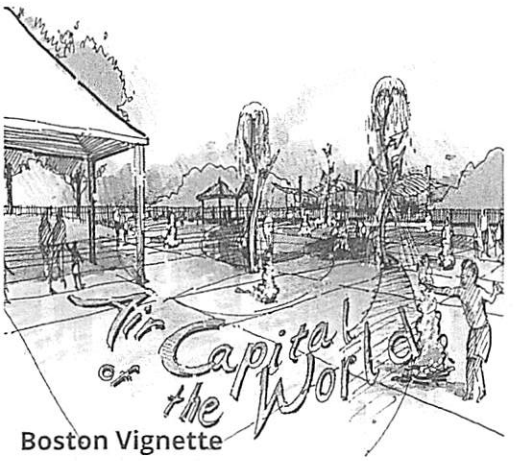
# Multi-Site Water Playground Conversions

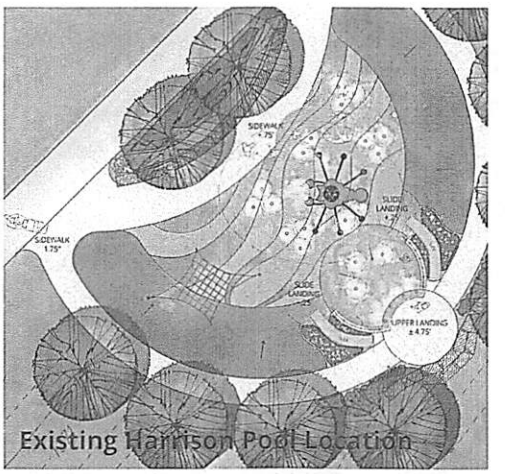

Existing Boston Pool Location

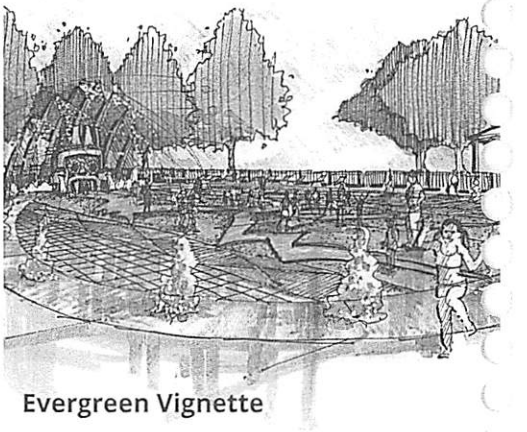

Existing Edgemoor Pool Location


Existing Evergreen Pool Location



Boston Vignette


Existing Harrison Pool Location


Evergreen Vignette

Waters Edge Aquatic Design and Landworks Studio were commissioned by the City of Wichita to conduct a multi-site pool planning and improvements project, addressing an aged pool system with decreasing participation. This phased project includes the conversion of four swimming pools to water playgrounds, addition of 2 new water playgrounds, and renovating six swimming pools.

Offering unique and exciting water playgrounds was a central focus of this project. It was also critically important to integrate branding, interactivity, seating and shade, aesthetically appealing design, and operational efficiency.

This is an ongoing project, and as of May 2020, Phase 1 of development has bid. This phase includes three pool improvements and three water playgrounds. The budget for each water playground is $1 million.

## Project Reference

**For more information regarding this project, please contact:**

*Brian Hill*
*Watson Park/Aquatics Supervisor*
*(316) 529-9940*

2010 *Aquatics International* Dream Design Award

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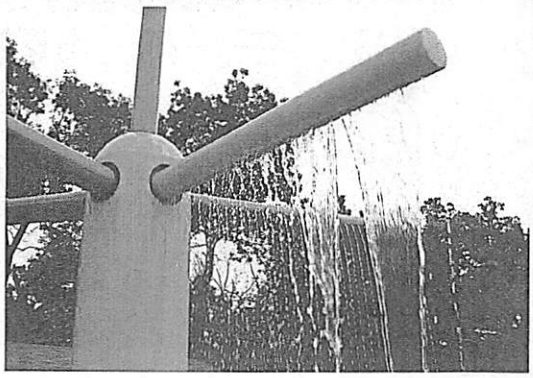
# Fort Dodge, Iowa
# Oleson Park Spray Ground




## Signature Aquatic Features

- Colored Concrete
- Benches for Seating
- Bubblers
- Sprays, Jets & Falling Water
- Interactive Play Feature
- Security Fencing & Lighting

## Quick Facts

***Cost:*** *$600,000*

***Water Surface Area:*** *2,660 sf*

***Project Completion:*** *Summer 2008*

The previous wading pool was in poor physical condition and lacked the modern play value for the neighborhood. To address the needs of the community, and as part of the City park master plan, a spray ground was chosen to replace the pool.

The existing bathhouse and some equipment was reused. Integrated into the space are seating benches along the perimeter, and a slightly raised edge to help control water loss from wind, directing water back to an under drain system.

To enhance the experience, three distinct areas are incorporated into the design, which are geared towards different age groups. The three areas are connected by a spiral pattern in the concrete. ADA access is incorporated throughout the park.

## Project Reference

For more information regarding this project, please contact:

*Lori Branderhorst, Parks & Recreation Director*
*City of Fort Dodge*
*(515) 576-7237*

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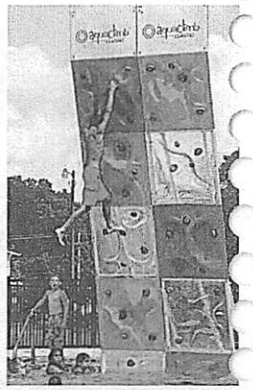
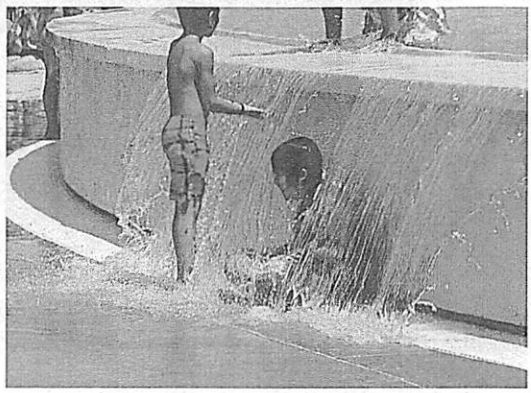
# Shawnee, Oklahoma
# Shawnee Splash Waterpark








## Signature Aquatic Features

- Zero-depth entry
- 1 and 3 meter diving
- Log roll
- 2 Climbing walls
- Current Channel
- Inter active play structure with dumping bucket
- Water bench with shade
- Underwater bench
- Body slide
- Family slide
- Spray ground

Waters Edge Engineers provided the city of Shawnee, OK, with a feasibility study of the existing WPA pool which was built in the 1930's. Like many communities, the leaders of Shawnee wanted to provide the citizens with a modern aquatic center, but do so as financially efficient as possible. Many options were studied, which ranged from simple renovations to complete replacement. The results of the study allowed the city to save portions of the bathhouse and the diving well structure, which allotted more of the budget to modern aquatic play features

Since the existing diving basin was too shallow for one-meter and three-meter diving, Waters Edge designers took an unusual approach to deepening the pool by raising the walls and surrounding the deck of the swimming pool. The end result is a very unique elevated diving well with a cascading water fall along the entire face of the pool.

## Project Reference

**For more information regarding this project, please contact:**

*James Bryce, Director of Operations*
*(405) 878-1529*
*jbryce@shawneeok.org*

2016 *Aquatics International* Dream Design Award

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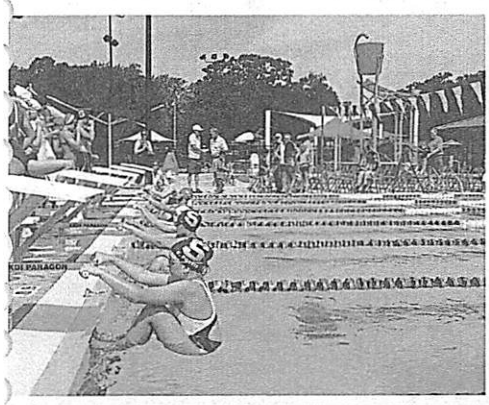
AQUATIC DESIGN











The facility also complements the surrounding park by providing a spray ground and concession area that can be utilized during events in the park, with a unique barrier fence approach. Including hosting swim meets as well as recreational activities.

The project also restored the appearance of the bathhouse closer to its original 1930's appearance. Which was important in keeping with part of the historical significance to the park.

The City was excited with Waters Edge ability to design a modern and unique park while still remaining to salvage the original history and enjoyment the park has brought, and continues to bring to Shawnee over the years.

## Publications / Features

***Aquatics International***
*Dream Design 2016 - July/August 2016*

## Quick Facts

***Cost:*** *$3.7 Million*

***Acreage:*** *2.74 acres*

***Project Completion:*** *June 2015*

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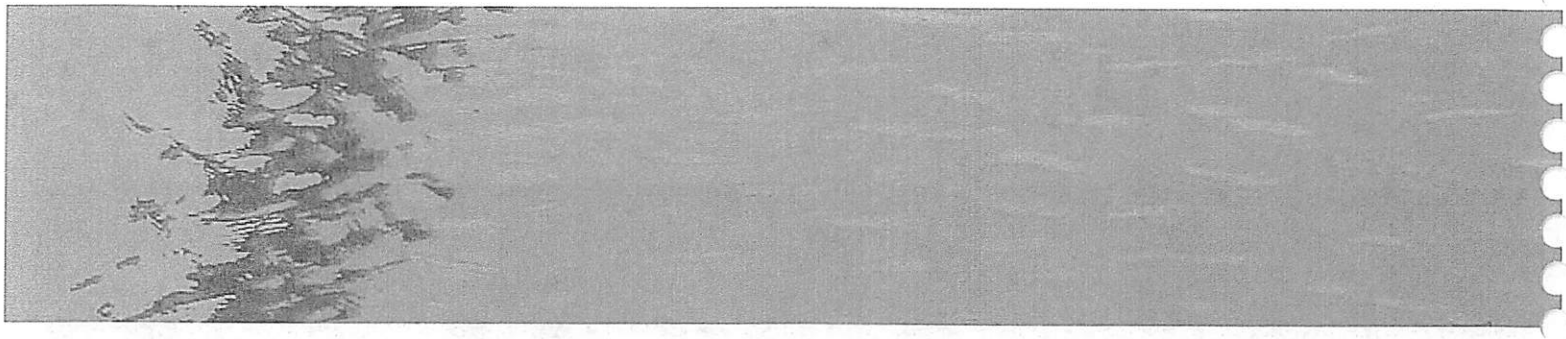


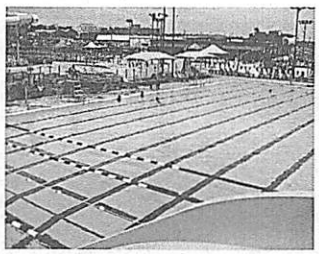
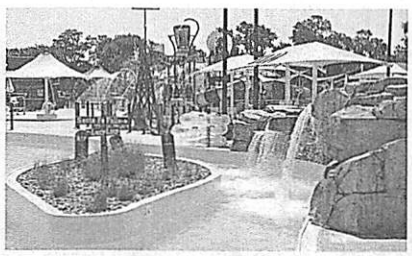



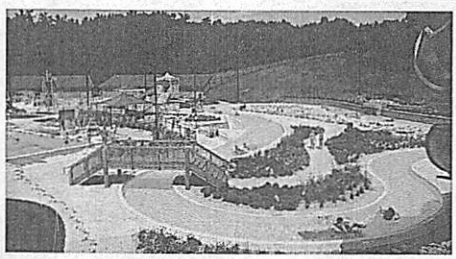

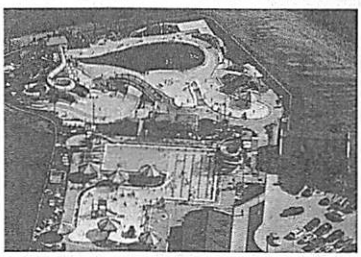












# Additional References

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*We work very hard for our clients, which has resulted in a long list of strong references. We are particularly proud of these references, and therefore prefer to provide additional references to those listed with our project profiles.*

| | | |
|---|---|---|
| ***City of Brookfield***<br>***Brookfield, MO***<br>*Dana Tarpening, City Admin*<br>*(660) 258-3377* | ***Raytown Parks and Recreation***<br>***Raytown, MO***<br>*Kevin Boji, Director*<br>*(816) 358-4100* | ***Westwood Family Aquatic Center***<br>***Norman, OK***<br>*Jud Foster, Parks and Rec Director*<br>*(405) 366-5472* |
| ***Long Branch Lagoon***<br>***Dodge City, KS***<br>*Ray Slatterly, Director of Engineering*<br>*(620) 225-8106* | ***Blue Valley Recreation Indoor***<br>***Overland Park, KS***<br>*Jim Hook, Facilities & Programming*<br>*(913) 685-6000* | ***The Falls Aquatic Center***<br>***Cedar Falls, IA***<br>*Bruce Verink, Recreation Director*<br>*(319) 273-8636* |
| ***Rock River Rapids***<br>***Derby, KS***<br>*Darcie Parkhurt, Assistant Director*<br>*(316) 788-3781* | ***Kenwood Cove Study***<br>***Salina, KS***<br>*Chris Cotten, Parks and Rec Director*<br>*(785) 309-5765* | ***Chillicothe Parks and Recreation***<br>***Chillicothe, MO***<br>*Josh Norris, Director Parks & Rec*<br>*(660) 646-8859* |
| ***City of Manhattan Parks & Rec***<br>***Manhattan, KS***<br>*Eddie Eastes, Director*<br>*(785) 587-2757* | ***Gladstone Community Center***<br>***Gladstone, MO***<br>*Justin Merkey, Director*<br>*(816) 316-4883* | ***Flat Rock Creek Community Pool***<br>***Lenexa, KS***<br>*Logan Wagler, Deputy Park Super.*<br>*(913) 477-7140* |
| ***Winterset Aquatic Center***<br>***Winterset, IA***<br>*John Pletchette, Director P&R*<br>*(515) 462-3258* | ***Black Bob Bay***<br>***Olathe, Kansas***<br>*Konni Knabe*<br>*(913) 971-8600* | ***Hummer Sports Park***<br>***USD 501, Topeka, KS***<br>*Mike Godbout, Manager*<br>*(785) 295-3756* |
| ***City of Sabetha***<br>***Sabetha, KS***<br>*Doug Allen, City Administrator*<br>*(785) 284-2158* | ***Pawnee Plunge***<br>***Columbus, NE***<br>*Doug Moore, Public Property Director, (515) 282-9622* | ***Kansas City Parks & Recreation***<br>***Kansas City, MO***<br>*Jordan Cline, KCParks Land. Arch.*<br>*(816) 513-7563* |

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# 6. TIMELINE

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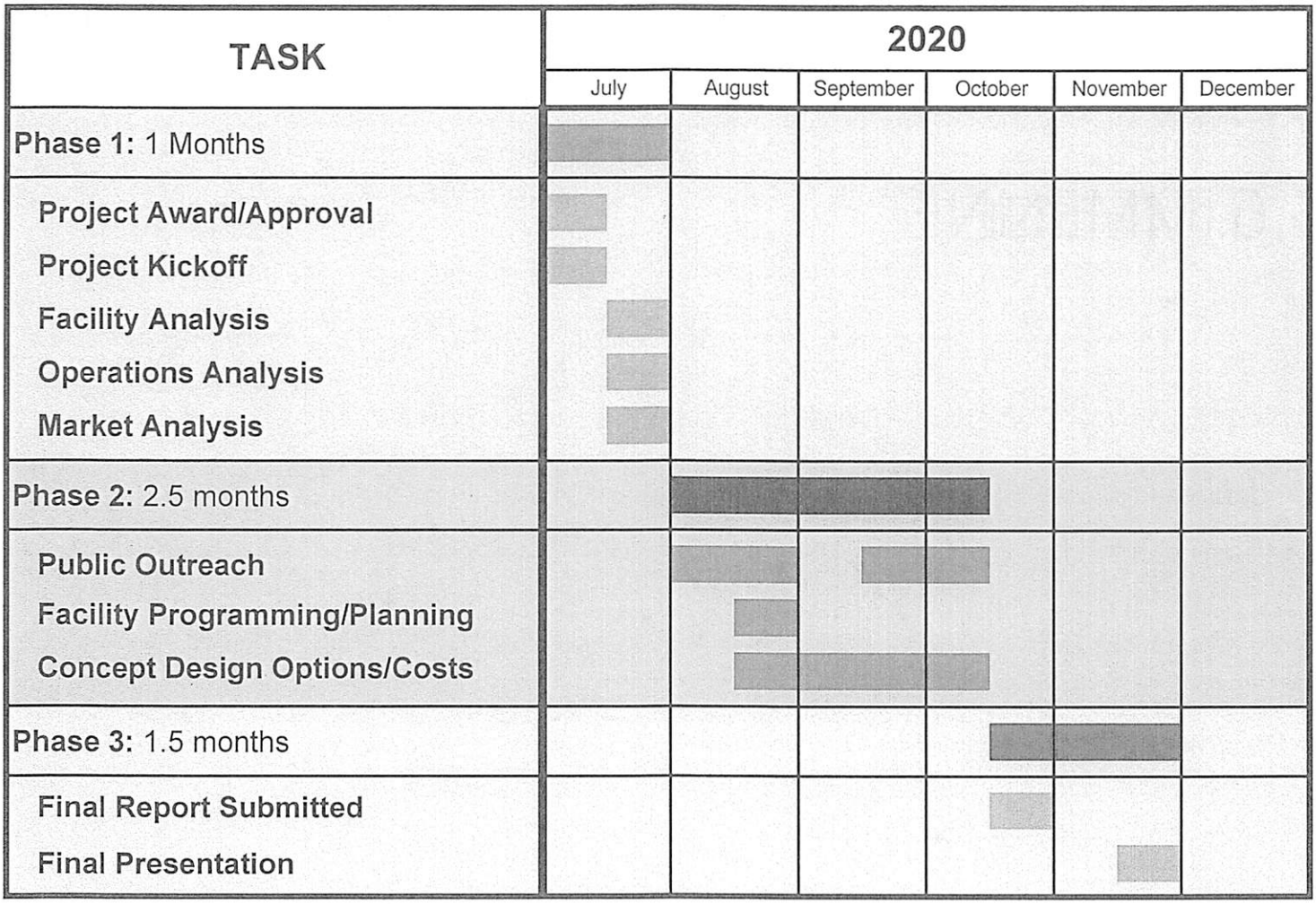
# Project Timeline

Our team has the capability and capacity to complete the project within our current workload. We have assembled a project team whose firms and staff members have completed numerous complex studies, aquatic centers and water parks over the years, and who have the necessary technical expertise. We have committed the resources to complete this project and have an extensive history of positive performance and service.

We will adopt a schedule beneficial to the project after consultation with the City and project team. A preliminary timeline is provided for the proposal and the identified scope. Specific dates for public meetings will be identified after contract award and project kickoff once the goals and objectives for the study are reviewed with the team.

We understand it is expected that the consultant may commence work on **July 7, 2020** and the final report is to be completed by **October 23, 2020.** We have provided a preliminary schedule by phase with individual tasks.



# 7. COST OF PROPOSAL

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# Cost of Proposal

The fee structure was formulated based off of our understanding of the project, the scope and objectives listed in the RFP, and project assumptions. Our team is open to refining the scope and are flexible to our approach as project needs and goals are explored.

Below we have demonstrated what the lump sum estimates are per phase.

**Project Cost Lump Sum (not to exceed): $29,500** *(excluding alternatives)*

| ESTIMATES | |
|---|---|
| | **Lump Sum** |
| **Phase 1:**<br>• Project award/approval<br>• Project kickoff<br>• Facility analysis<br>• Operational analysis<br>• Market analysis | $6,000 |
| **Phase 2:**<br>• Public outreach<br>*(2 public meetings)*<br>• Facility programming / planning<br>• Concept design options and costs | $18,500 |
| **Phase 3:**<br>• Final report<br>• Final presentation | $5,000 |
| **Total:** | **$29,500** |
| **Alternatives**<br>• 3-D rendering of final concept | $4,500 |

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CITY OF JOPLIN
EWERT POOL STUDY
PRELIMINARY OVERALL AVERAGE SCORE
4-Jun-20

| VENDOR NAME | SCORE | SCORE | SCORE | SCORE | SCORE | SCORE | TOTAL SCORE | OVERALL AVG SCORE |
|---|---|---|---|---|---|---|---|---|
| Waters Edge | 99 | 92 | 93 | 93 | 95 | 94 | 566 | 94.3 |
| RDG | 88 | 93 | 82 | 82 | 91 | 80 | 516 | 86.0 |
| Counsilman Hunsaker | 92 | 82 | 79 | 87 | 88 | 71 | 499 | 83.2 |
| Vireo Landscape Architecture | 85 | 82 | 70 | 79 | 68 | 76 | 460 | 76.7 |
| Confluence | 79 | 63 | 71 | 73 | 46 | 69 | 401 | 66.8 |
| SFS Architecture | 64 | 65 | 55 | 59 | 54 | 59 | 356 | 59.3 |

# SUMMARY OF PRELIMINARY COMMENTS FOR RFP ANALYSIS

# EWERT POOL STUDY

# JUNE 5, 2020

**Confluence**

- Described methodology is good. No discussion about some RFP components. Good experience. Good references. Good staff experience.
- Methodology was complete, but structural analysis listed as option when the RFP required this analysis. Good experience, no mention of skatepark option. No contacts listed in references. Would need to hire a local firm for the structural analysis.
- Very detailed approach for community input and design concepts. Confident they could accomplish the demands of the project.

**Counsilman Hunsaker**

- Described methodology is outstanding. Good experience with these types of studies. Not as many references listed. Excellent staff experience.
- Good project plan and description of how to provide complete study. Vast experience in aquatics, no mention of other areas. References were pool only.
- Variety of work for large and small communities. Appears previous projects have been creative and innovative. Local partner in PLJBD. Feel confident they would deliver on our needs.

**RDG**

- Described methodology is good. No discussion about some RFP components. Less experience with these studies listed. References not updated. Good staff experience.
- Well laid out plan on how to conduct the study. Ability to complete project evidenced by vast projects completed. Good experience, would like to see more open space and other play options. Would like more references on outdoor play. In-house staff to complete the project.
- Bid offers limited details on how they will collect their data.

**SFS Architecture**

- Described methodology is good. Some concern about public engagement methods. Good experience. Good references. Good staff experience.
- Great program detailed on how to conduct the study. Outstanding experience, especially ice skating. Great references. Well balanced project team.

- Similar to the other bids with nothing to set them apart from the others. References not as good.

**Vireo**

- Described methodology is good. No discussion about some components of RFP. Good experience with these types of studies. Good list of references. Good staff experience.
- Good described plan, but timeline is a concern. Good experience. Great references, good balance between aquatics and open play.
- They have the background to bring this project to life. Did not get a feel for developing the green space and making the park fully flow. Good references. Confident they could bring the project together, but feel limited on the creative, uniqueness we seek.

**Waters Edge**

- Described methodology is outstanding. Great experience with these types of studies. Outstanding references. Partner with good companies. Excellent staff experience.
- Methodology spelled out well. Good partners on this bid response. Good references for aquatic projects and open space projects. No reference for skate park component.
- The examples provided and their handling of stakeholders seem positive. Their use of green space will be important. Great approach to reach public input. Good creative aspects detailed. Presented Missouri-based projects. Confident this company will fully meet our needs and achieve successful results.

# EWERT POOL STUDY FINALIST INTERVIEW PRESENTATION

1. Introduce us to your point person/team that will lead this study.
2. Describe how you will complete the study outlined in the RFP.
3. Describe how you will incorporate public input in the process.
4. Describe your experience with this type of study.
5. Describe your past experience in completing the recommendation from the study.
6. Describe your experience with studying and transforming facilities such as Ewert Pool.
7. Describe how you determine the best use of the location now and well into the future.
8. Describe how you determine the financial sustainability of the option/recommendation.

CITY OF JOPLIN
EWERT POOL STUDY
FINAL OVERALL AVERAGE SCORE
15-Jun-20

| VENDOR NAME | SCORE | SCORE | SCORE | SCORE | TOTAL SCORE | OVERALL AVG SCORE |
|---|---|---|---|---|---|---|
| Waters Edge | 50 | 47 | 47 | 45 | 189 | 47.25 |
| Counsilman Hunsaker | 48 | 44 | 46 | 40 | 178 | 44.50 |
| RDG | 36 | 43 | 42 | 40 | 161 | 40.25 |

# SUMMARY OF FINAL COMMENTS FOR RFP ANALYSIS

# EWERT POOL STUDY

# JUNE 15, 2020

**Counsilman Hunsaker**

- Described needs assessment, facility program & space requirements, operations & business plan. 2 onsite meetings. Listened to council presentation on RFP development. Good examples for each type of option we are seeking. Great public outreach. Community engagement specialists. Look at impact on all pools, don't want recommendation to impact other pools. Great experience from study to completion.
- 3 prong needs assessment. Add value. Meet with task force and stake holders. A lot of parks experience, trail design and pool redesigns. Good record of cost projections.
- Their methodology is very thorough. They have laid out a good plan to complete the study. Great experience. Some ideas outside the box. Have researched Joplin. Didn't hear a skatepark representative.

**RDG**

- In-house skill set. Park Planning. Study is marketing plan. Spends time on project. Community project. Design professionals for each perspective. Public input-discover, assess, strategy, regional map, project greenlight. 3 workshops. Good study experience. Natural playscape. All options presented would be at an extra cost not included in the cost provided.
- Visit several times for a few days to do studies. Look at it as a community project. Develop a marketing plan and cost estimate. "Discover, assess, strategy". Skate park experience. Parks planning is what they do. Has used grants.
- I like their approach with project, except no definite plan on the skatepark portion. Gave impression they would decide the option, not community/stakeholders. Have projects outside the box.

**Waters Edge**

- Lots of studies-69 in past 5 years. Identify need, determine feasibility, create the plan. Tools to refine guided decisions. Benchmark to other cities. 2 open public meetings. Will set up project website. Educate public in order to get good public input. Focus group meetings. Feasibility and financial impact. Decision making matrix.
- Have plan in place. Assess pool and gather data. Identify needs. Market analysis. Meet with groups, survey, meet stakeholders. Many water projects, 69 in last 5 years. Partner with ARC for skatepark portion.

- I like their approach with their 3-step phase and how they will reach out to the community. Indicated that we shouldn't duplicate what we already have. Very solid firm, good work.

# NOTICE OF REQUEST FOR PROPOSAL

## REQUEST FOR PROPOSAL NO. 2020-RFP-02

# EWERT POOL STUDY

**RFP Due Date: 10:00 A.M., May 29, 2020**

**Location:** City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

**Staff:** Paul Bloomberg, Parks Director
**Email:** pbloombe@joplinmo.org

**Phone:** 417-625-4750

---

Proposals will be received by the Parks 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 24, 2020**
Issue Date

## 1.0 SCOPE OF WORK

### 1.1 Purpose

The City is interested in obtaining the services of a consulting firm to perform a study about the future possible uses of Ewert Pool. The City is interested in a qualified firm capable of taking a creative and innovative approach to reviewing the needs of the community, the possible future options for Ewert Pool, while obtaining open-ended public input about the options. The City is soliciting competitive proposals to perform this study.

It is the goal of the City to obtain public input, while utilizing industry knowledge, to provide information to assist the city in determining the best recommended use of Ewert Pool on behalf of the community well into the future.

### 1.2 Background

Ewert pool is located at 615 S Murphy Boulevard in Joplin. The City has two other pools. Schifferdecker pool located at 4th and Schifferdecker and Cunningham pool located at 25th and Maiden Lane.

According to Joplin Globe archives, 1923 was the "greatest year in City's history in development of parks". Paul Ewert announced he would purchase a tract of land on East Seventh Street and give it to the City for a park. In July of 1925, Ewert pool was opened inside Ewert park. Joplin had five city pools during the 1940's and 1950's. Ewert pool has offered swim lessons to adults and children, as well as swimming for the community for decades.

Ewert pool was renovated into an aquatic facility under the first ¼-cent parks/stormwater sales tax approved in 2001. The Ewert pool renovation was completed in 2003 at a cost of just over $1.1 million. A 140-foot slide was added, along with new attractions and features within the pool, larger deck space with shade areas, a family changing area and an expanded concession stand area. A zero-depth entry into the main pool was added, along with other various play features for families.

Usage of Ewert pool has continued to decline in with the renovation of Schifferdecker and Cunningham pools.

### 1.3 Study Requirements

The study will evaluate and answer the following items:

A. Does the City of Joplin need three pools?

B. What is the appropriate number of pools for a community of Joplin's size?

C. Provide a current structural analysis of Ewert pool.

The study will also analyze and provide detailed information about the following options for possible future uses at this location:

A. Convert Ewert Pool into a Splash Pad. Analysis shall include the following information:
    1. Provide detailed estimated cost of this conversion.
    2. Provide a description of the work required for this conversion.
    3. Describe any winter uses for this type of conversion.
    4. Evaluate and discuss utilizing the existing building for concessions, first aid, changing stations or any other options.
    5. Evaluate and discuss the recommended water and filter system required for this conversion.
    6. Provide a detailed estimated 3-year projected revenue and expenses for this option.

B. Convert Ewert Pool into a Splash Park with features. Analysis shall include the following information:
    1. Provide detailed estimated cost of this conversion.
    2. Provide a description of the work required for this conversion.
    3. Describe any winter uses for this type of conversion.
    4. Evaluate and discuss utilizing the existing building for concessions, first aid, changing stations or any other options.
    5. Evaluate and discuss the recommended water and filter system required for this conversion.
    6. Provide a detailed estimated 3-year projected revenue and expenses for this option.

C. Convert Ewert Pool into park land. Analysis shall include the following information:
    1. Provide detailed estimated cost of this conversion.
    2. Provide a description of the work required for this conversion.
    3. Provide a detailed estimated 3-year projected revenue and expenses for this option.

D. Convert Ewert Pool into expanded skate park area.
    1. Provide detailed estimated cost of this conversion.
    2. Provide a description of the work required for this conversion.
    3. Provide a detailed estimated 3-year projected revenue and expenses for this option.

E. Renovate Ewert Pool.
    1. Provide detailed estimated cost of this renovation.
    2. Provide a description of the work required for this renovation.
    3. Provide a detailed estimated 3-year projected revenue and expenses for this option.

F. Any other options. Please include the same type of information requested in the other options detailed above.

Consultant will obtain public input about the options throughout the process. Public response shall be included in the options listed above and detailed in the final report. Final report will be presented to City Council by Consultant.

## 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 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.

## 1.5 Administrative Requirements

### 1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the April 24, 2020 RFP issue date are subject to change:

| Activity | Date |
|---|---|
| RFP issued | April 24, 2020 |
| RFP Due Date | May 29, 2020 |
| Finalist Interviews (if required) | June 11 & 12, 2020 |
| Vendor Selection | June 12, 2020 |
| Complete Contract | June 24, 2020 |
| Present Contract to Council for Approval | July 6, 2020 |
| Consultant Commence Work | July 7, 2020 |
| Final Report Complete | October 23, 2020 |

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 May 8, 2020 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Ewert Pool Study RFP), City of Joplin, 3301 West 1st 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.)

### 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 June 12, 2020. The successful proposer shall enter into a contract with the City for the performance of work awarded to him 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 two (2) complete copies will be received at the Parks Department no later than 10:00 a.m. May 29, 2020. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

**For Mail or Hand Delivery**
**CITY OF JOPLIN**
**PAUL BLOOMBERG**
**DIRECTOR OF PARKS AND RECREATION**
**3301 WEST 1ST STREET**
**JOPLIN, MO 64801**
**Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2020-RFP-02: EWERT POOL STUDY "**

## 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.

**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**
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

**NAME, ADDRESS & PHONE OF CONSULTANT**

## AGREEMENT

**THIS AGREEMENT,** made and entered into this _____ day of _____, 2020, 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 2020-RFP-02 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** the Consultant submitted a proposal dated May 29, 2020 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 the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

**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, the services set forth in Exhibit C.

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. The term of the Agreement shall be for the period specified in Exhibit C.

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 parties 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 ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, 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 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 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

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-516 – Approving a contract with SFS Architecture to complete a study of Memorial Hall.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2020-516 Ordinance; Exhibit "A" SFS Architecture Contract; SFS Architecture Bid Response; City of Joplin RFP; Summary of Scores and Comments

**REVIEWED BY**
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves a contract with SFS Architecture to complete a study of Memorial Hall.

**BACKGROUND**
The ½-cent parks/stormwater sales tax is set to expire on March 31, 2022. With voter approval, the August 2021 election will allow this tax to continue without interruption. As such a tentative timeline has been established and provided to the City Council at a previous work session. For past sales tax initiatives, staff has compiled a master plan or a needs listing as a start to the process. Council then appointed a citizen's task force to review the needs, present a final recommended project list to the council and serve to educate and garner public support for the initiative.

The stormwater master plan will be complete this fall. While the parks department has been working on the needs listing, there are two areas that require a broader assessment of the options. At a work session in February, staff presented the framework for two RFP's to provide the needed assessment of Memorial Hall and Ewert Pool in order to include these two items in the parks needs listing for the renewal. After much discussion, staff prepared the RFP's and City Council reviewed the final drafts. The RFP's were issued on April 24th with a due date of May 29th. The City staff recently completed its assessments of the bids as well as interview evaluations with the bid finalists. This is a summary of the bid evaluation process.

**Summary of Bid Process:**
The following fourteen bids were received in response to the Memorial Hall Study RFP:

- A3G Architects
- Agile Group
- CSL
- DLR/CGA Group

- Hastings Chivetta
- HGA
- Hunden Strategic Partners
- HVS
- Johnson Consulting
- Marvel Architects
- RDG
- Sapp Design
- SFS Architecture
- Theatreprojects

A city staff team was assembled to assess the bids as set forth in the RFP. The initial team was Paul Bloomberg, Jake Cowen, David Hertzberg, Dan Johnson, Patrick Tuttle and Leslie Haase. 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. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the finalists were chosen for finalist interviews as described in the RFP. The top five bidders were chosen for the Memorial Hall Study, which consisted of CSL, DLR/CGA Group, Hunden Strategic Partners, Johnson Consulting, and SFS Architecture.

**Finalist Process Summary:**

Finalist interviews for Memorial Hall were held on Thursday, June 11th. The city staff team that participated in the finalist interviews was Paul Bloomberg, Jake Cowen, David Hertzberg and Leslie Haase. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as a mixture of in-person and 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 and detailed comments related to the final scores is attached for your review. SFS Architecture had the highest final score for the Memorial Hall Study and has submitted the best overall bid. The contract price will not be less than $120,000.00 and not more than $165,000.00.

**FUNDING SOURCE**
This item is included in the parks/stormwater sales tax budget.

**RECOMMENDATION**
Staff recommends approval of this council bill on an emergency basis in order to meet the timeline for the sales tax renewal effort.

**COUNCIL BILL NO. 2020-516** **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and SFS Architecture to complete a study of Memorial Hall; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and SFS Architecture to complete a study of Memorial Hall.

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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance will meet the upcoming sales tax renewal timeline.

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

of _____, 2020, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# EXHIBIT A

**CONTRACT NO.**_____

**ADDRESS & PHONE OF CITY**
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

SFS Architecture
2100 Central Street, Suite 31
Kansas City, MO 64108
(816) 474-1397

## AGREEMENT

**THIS AGREEMENT,** made and entered into this _____ day of _____, 2020, 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 2020-RFP-03 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** the Consultant submitted a proposal dated May 29, 2020 which proposal is attached hereto and incorporated herein as Exhibit B; and

**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, the services set forth in Exhibit A.

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. The term of the Agreement shall be for the period specified in Exhibit A.

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. The City agrees to pay the Consultant an amount not less than $120,000.00, but not to exceed $165,000.00 for the Memorial Hall Study as set forth in Exhibit A.

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 parties 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 ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, 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. General Commercial Liability: The Consultant 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 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.

Professional Liability: The Consultant shall 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 of any subcontract thereunder (the Consultant hereby assumes 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**

_____
SFS Architecture

By: _____
Signature

Name: _____
Print or type

Title: _____

**APPROVED AS TO FORM:**

_____
Peter C. Edwards, City Attorney

sfsarchitecture

drivenbyconnections

May 29, 2020

Paul Bloomberg, Director of Parks and Recreation
City of Joplin
3301 West 1st Street
Joplin, Missouri 64801

RE: Proposal for Memorial Hall Study
Request for Proposal No. 2020-RFP-03

Dear Paul and Selection Committee Members:

SFS Architecture is pleased to submit our Proposal to collaborate with the City of Joplin Parks Department and community stakeholders to study the future of historic Memorial Hall.

As you review our proposal, please keep in mind the following key strengths of our team:

**Enriching communities.** For nearly 50 years SFS has been enriching communities through meaningful collaborations and purposeful design. Of note are the more than 100 community facilities that we have designed throughout the Midwest, including many in southwest Missouri. These facilities have strengthened their communities, promoted health, wellness and economic prosperity and maximized value through creative design, innovative engineering and popular amenities.

**Meaningful collaborations.** From our experience studying existing buildings and historic properties, we bring an understanding of the key considerations for determining the future use of such facilities and the intricate interface of the varied stakeholders touched by a project. Through this understanding, we develop solutions that are conceived from a collaboration with our clients and community stakeholders, based on the unique context of each project. Our expectation is to work in a similar manner with you.

**Purposeful design.** Our team brings invaluable experience, expert planning and analysis, and innovative strategies that will be critical to working with you to expediently determine recommendations for the future use of Memorial Hall that best meet the needs of the Joplin community, while fostering positive outcomes. We are confident you will benefit from the synergies of our team!

**Joplin-centric Approach.** Understand Our Clients' Why. Explore Possibilities. Land Where It Makes Sense. Ensure Sound Execution. These principles provide the framework for completing a study of Memorial Hall that provides planning strategies that are actionable and resonate with the community. Please note that SFS has also submitted a Proposal for the Ewert Pool Study. The same guiding principles will be applied to that study. If selected for both projects, we anticipate efficiencies could be realized.

Thank you for your consideration. We look forward to the opportunity to share our approach to collaborating with you on this important community initiative.

Sincerely,

Kerry K. Newman, AIA, LEED AP | Principal-in-Charge
knewman@sfsarch.com | 816/541-2255 (direct)

Brian Garvey, AIA, DBIA, LEED AP | Principal
bgarvey@sfsarch.com | 816/541-2277 (direct)

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# 01 COMPANY PROFILES

## SFS Architecture: Driven by Connections

At SFS Architecture, we enrich communities through meaningful collaborations and purposeful design. Design is what we do; it's what we love. And what we love most is design that is dynamic and sustainable, enduring and enriching — design that builds relationships between people, their communities and the larger environment.

For nearly 50 years, our client-focused process has resulted in architecture that connects beauty with function and our clients' vision with reality. Each project begins and ends with discovery: of an organization's unique needs; of a community's character and aspirations; of the details that spark the "big idea" behind each design.

Successful projects begin with strong relationships. We engage our clients in a collaborative dialogue throughout the process. We exchange ideas, share expertise and – above all – we listen. Through open, candid communication, we gain consensus and create truly successful design.

### Year of Inception and History

Since the firm's inception in 1973, we have utilized a rigorous design approach to achieve our clients' goals for quality, function, budget, schedule and sustainability.

SFS has successfully managed projects for the public sector and routinely works with communities throughout the Midwest on community development projects. We have completed numerous projects throughout Missouri and southeast Kansas, and are familiar with the environmental, physical and geological conditions of the area, the construction market and other factors that could influence site development, building design and construction strategies.

### Contact Information

**Kerry Newman, AIA, LEED AP, Principal-in-Charge**
2100 Central Street, Suite 31; Kansas City, MO 64108
o: 816.474.1397 f: 816.421.8024 e: knewman@sfsarch.com



## Business Structure / Firm Leadership

Founded in 1973, SFS Architecture (formerly Shaughnessy Fickel and Scott Architects) is a State of Missouri registered Corporation authorized to practice architecture in the State of Missouri. Proof of relevant firm licensure and certifications follow.

SFS thrives under the leadership of principals Kerry Newman, Marsha Hoffman, Brian Garvey, Kwame Smith and Kelly Edinger Stindt. Principal leadership and involvement throughout all projects is a hallmark of our approach to client service. The firm currently has a staff of 37 that includes registered architects, architectural graduates and interior designers, many of whom are LEED accredited professionals, as well as support staff.

SFS is an Equal Opportunity Employer.

## Full-service Architecture, Interior Design and Planning

SFS offers a full range of services, including:

- Facility and Site Master Planning
- Programming and Space Planning
- Facility and Site Condition Surveys/Forensics
- Feasibility Studies
- Technical Studies
- High Performance Energy Studies
- Site Selection, Site Utilization Studies, Regulatory Approval Processes
- Stakeholder and Community Engagement
- Fundraising/Capital Campaign Assistance
- Architectural Design/Documentation
- Interior Architecture/Documentation
- Interior Design/Documentation
- FF&E Design/Procurement/Administration
- Sustainable Design/LEED Documentation
- Bidding/Negotiations/Bid Analysis
- Contract Award Assistance
- Construction Administration
- Project Close-out, Start-up Assistance,
- Warranty Review, Post-construction Evaluation
- Project Administration
- Owner's Representative Services
- Construction Management
- Move Management
- Post-occupancy Evaluations
- Research



State of Missouri

*Missouri Department of Commerce and Insurance*
*Division of Professional Registration*
*Board for Architects, Engineers, Land Surveyors & Landscape Architects*

**Architectural Corporation**

VALID THROUGH DECEMBER 31, 2021
ORIGINAL CERTIFICATE/LICENSE NO. 000122

SFS ARCHITECTURE, INC.
2100 CENTRAL ST STE 31
KANSAS CITY MO 64108
USA

EXECUTIVE DIRECTOR

DIVISION DIRECTOR

# Subconsultants

## OLSSON

Civil Engineer +
Landscape Architect

OFFICES:

702 S. Main Street
Joplin, MO 64801
T: 417/781-4714

olsson.com

With offices in Joplin, Olsson is a nationally recognized, employee-owned engineering and design firm with a rich history of success. Founded in 1956 on the very mindset that drives it today, Olsson is focused on improving communities by making them more sustainable, better connected and more efficient. Simply put, Olsson works to leave the world better than they found it.

Olsson believes a community's foundation is strengthened through partnership and collaboration between the communities and the people who live there. This has been a core value of the firm's since day one. And it's why they have worked closely with some communities for more than 50 years.

The work Olsson does in both large and small communities has improved the residents' lives in many ways through services such as infrastructure, environmental, field services and facilities engineering. Olsson designs safe roads that keep traffic moving; efficient water and wastewater treatment plants that meet the community's needs; innovative and energy-efficient buildings where people work and meet; well-designed airports; and much more.

## BOB D. CAMPBELL AND COMPANY

Structural Engineer

OFFICES:

4338 Belleview Avenue
Kansas City, MO 64111
T: 816/531-4144

bdc-engineers.com

BOB D. CAMPBELL & CO.
Structural Engineers Since 1957

Bob D. Campbell and Company has served the Kansas City architectural community for more than 60 years and continues to work with SFS Architecture on a variety of community projects. Bob D. Campbell and Company has provided structural engineering design services on a variety of community facilities, many of them historically significant, including civic and community centers, park facilities and other community gathering facilities.

As structural engineering consultants, Bob D. Campbell and Company provides a professional service that spans from the conceptual stages through construction phase inspections. The staff's diversity of experience is applied to all areas of concern relating to structural design and in service behavior, including environmental cause and effects.

Our knowledge of various construction materials provides an understanding of the performance and behavior of structures over their lifespan and formulates a basis of design for improved durability.

## SMITH & BOUCHER

M/E/P/FP Engineer

OFFICE:

25501 Valley parkway, #200
Olathe, KS 66061
T: 913/345-2127

smithboucher.com

smith&boucher
ENGINEERS

Smith & Boucher is a full service M/E/P/FP firm that provides engineering design for all project types and clients, located in the Kansas City area. Projects have covered nearly all 50 states as well as multiple projects in Central and South America.

Design expertise includes HVAC, plumbing, electrical power, electrical lighting, building management systems, fire alarm systems, fire protection systems, as well as the low voltage IT/Data, audio visual, CCTV, and building security systems. Market segments include everything from multifamily, mixed-use, retail, commercial office and hospitality to community recreation, cultural arts, education, healthcare and hospitality.

Smith & Boucher services include M/E/P/FP design and consulting engineering involving the design and production of construction documents. Building system commissioning, involves engineers working in the field to ensure building HVAC and electrical systems are installed properly and operating at optimal performance. Energy auditing and turnkey energy project implementation is the support that Smith & Boucher provides to Navitas, the firm's sister company that specializes in turnkey energy projects. Typical Navitas projects include the analysis, development, design,construction and financing arrangement based on calculated and guaranteed energy savings.

## PEERBOLTE CREATIVE

Theatrical Consultant

OFFICE:
PO Box 754
Warrensburg, MO 64093
T: 660/429-138

peerbolte.com

PEERBOLTE CREATIVE LLC
THEATRICAL CONSULTATION AND DESIGN

Peerbolte Creative is grounded in decades of practical experience in the arts and entertainment industry. The firm was founded by David Peerbolte, Theatre Planner, Professor Emeritus-University of Central Missouri and professional technical director. Peerbolte Creative opened a dedicated office in 1995 and has since grown from a small local company to a regional firm with a national reputation and an extensive portfolio of satisfied clients. In 2018, David retired and passed the reigns to longtime consultant Carl Hutcherson.

The staff at Peerbolte Creative has worked in theatres of all types; they understand performance equipment, support spaces, physical requirements and audience comforts. This perspective benefits the owner, the design team and the practitioner by designing appropriate solutions for each distinctive facility. Many venues are designed to be multi-use spaces which accommodate theatrical performances, music concerts, speakers, and presentations. Other facilities have dedicated spaces that are designed to meet the specific needs of a single discipline. As planners they are able to convey the desires, vision and needs of the clients into viable and sustainable designs that will benefit each facility now and into the future.

## BALLARD*KING & ASSOCIATES

Operations / Market Analysis

OFFICE:
2743 E. Ravenhill Circle
Highlands Ranch, CO 80126

ballardking.com

bk

Ballard*King & Associates (B*K) is a recreation facility planning and operations consulting firm specializing in recreation, aquatic and sports feasibility studies, parks and recreation master plans, operational audits and assessments for recreation, sports and wellness facilities and management solutions for parks and recreation departments or organizations. B*K has achieved more than 25 years of success by realizing that each client's needs are specific and unique.

B*K provides a variety services for clients who are considering a recreation center, aquatic center or park master planning project. The firm's vast practical experience enables them to guide clients through the challenges of evaluating current pricing and cost recovery strategies and implementing changes to achieve a more efficient operation.

The firm has completed more than 700 projects in 48 states and has working relationships with more than 140 architects coast-to-coast, including SFS Architecture. B*K is honored to be the recipient of five Athletic Business Facilities of Merit Awards.

## WEBB MGMT

Cultural Arts Consultant

OFFICE:
501 Fifth Avenue, #1201
New York, NY 10017
T: 212/929-5040

webbmgmt.org

WM

Founded by Duncan Webb in 1997, Webb Mgmt is a leading provider of advisory services for the development and operation of cultural facilities, organizations, agencies and districts. Clients include municipalities, colleges and universities, nonprofit arts organizations, community and private foundations, commercial developers, economic development agencies and various friends of the arts.

Webb Mgmt's mission is to advance the arts with sound planning and research.

Over the past 22 years, the firm has developed more than 450 feasibility studies, business plans, strategic plans and specialized research and consulting for facilities and organizations in the world of arts and culture, including numerous studies focused on the renovation and adaptive re-use of iconic facilities. Needs assessments consider, in great detail, whether and what facilities should be developed, improved or expanded based on sound research and analysis of market conditions and opportunities. Business plans meticulously address how such entities should be programmed, operated and financially sustained. This work is often completed right after the needs assessment, combining to form a comprehensive facility feasibility study.

# AVANT ACOUSTICS

Audiovisual and Acoustical Design

OFFICES:
14827 West 95th Street
Lenexa, KS
T: 913/888-9111

avantacoustics.com

AVANT ACOUSTICS

Established in 1964, AVANT ACOUSTICS is a world-class acoustical consulting and audio-visual design firm. Their innovative team of creative professionals can carefully assess the needs of a project and provide efficient solutions for architectural acoustics and audio-visual technology.

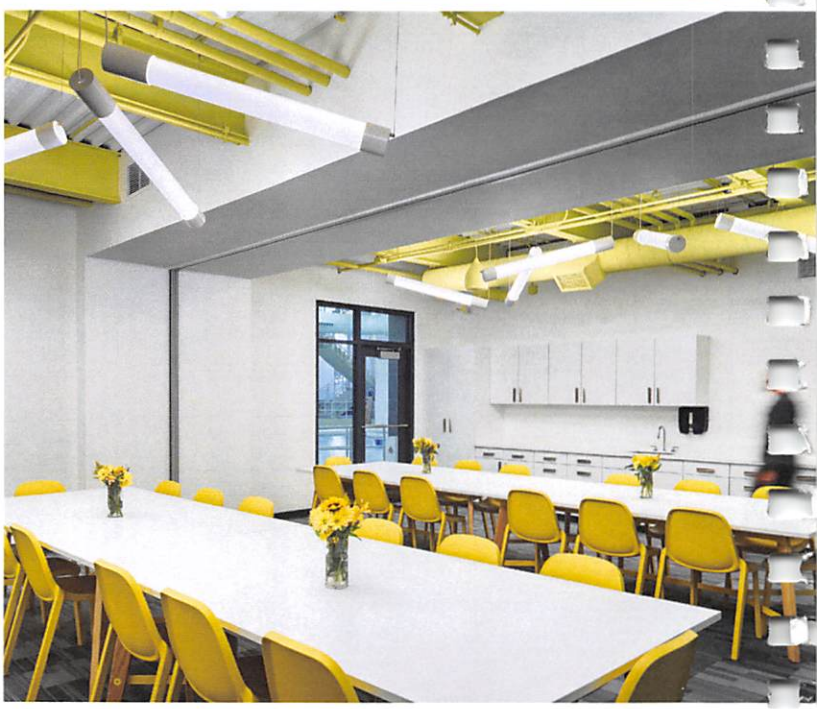
AVANT ACOUSTICS has tackled countless projects from concert venues to civic and convention centers and community facilities. From the feasibility stage through all phases of design, construction, and commissioning a venue sound system and audio-visual system, AVANT ACOUSTICS can provide services and support for any project.

By providing unparalleled project management with untiring advocacy for superior acoustics and technology implementation, AVANT ACOUSTICS strives to enhance the experience of design teams, facility owners, and end-user alike. In the process, they hold themselves to the highest standards of integrity, professionalism, and quality control, which results in exceptional projects for their partners and clients time and time again.











# 02 ORGANIZATIONAL STRUCTURE + RESUMES

The availability of qualified staff is an important factor when deciding on the right firm to hire for your project. All members of the SFS team have evaluated our respective workloads and can commit the necessary staff to complete the outlined project scope of work. The staff presented herein is prepared to begin the feasibility study upon Notice-to-Proceed. With 37 SFS staff members, and the staff of our qualified consultants, we have the resources to execute the services required for the Memorial Hall Study project. We will work with you to meet any critical timeframe or scheduling issues that may arise.

The following **Project Team Organization Chart** illustrates the roles and responsibilities of our proposed team and each key team member. Please note that this team has collaborated on several similar projects. Through this work, our team has established project management and communication procedures that allow for seamless integration of all disciplines throughout all phases of the project. In addition, our team includes professionals licensed in the State of Missouri. Resumes highlighting the qualifications and experience of key SFS Project Team members are provided on the following pages.

## SFS Core Leadership

**Kerry Newman**
AIA, LEED AP
Principal-in-Charge

**Brian Garvey**
AIA, DBIA, LEED AP
Principal Architect / Community Engagement Lead

## Architecture, Planning + Design

**Dana Gould**
AIA, LEED AP
Historic Preservation Architect

**Dirk Henke**
AIA, LEED AP BD+C
Project Architect

**Derek McMurray**
Design Support

## Specialty Consultants

**Olsson**
CLAYTON CRISTY
PE, CFM
CIVIL ENGINEER

JANE EARNHART
PLA, ASLA, LEED GA
LANDSCAPE ARCHITECT

**Bob D. Campbell and Company**
CHRIS BOOS
PE
STRUCTURAL ENGINEER

**Ballard* King & Associates**
JEFF KING
OPERATIONS/MARKET ANALYST

DARIN BARR
CPRP
OPERATIONS/MARKET ANALYST

**Webb Mgmt**
DUNCAN WEBB
CMC
CULTURAL ARTS CONSULTANT

As Needed for Optional Scope

**Smith & Boucher**
CHRIS ALBRIGHT
PE, CEM, LEED AP, CXA
LEAD M/E/P ENGINEER

LEE PIVERAL
PE, CEM, CMVP, CxA, LEED AP
ELECTRICAL ENGINEER

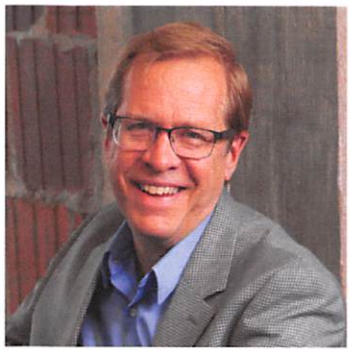
MATT PELLMAN - PE, CGD
MECHANICAL ENGINEER

**Peerbolte Creative**
CARL HUTCHERSON
THEATRICAL CONSULTANT

**AVANT Acoustics**
JOHN HODGSON - CTS-D
AUDIO-VISUAL / ACOUSTICAL DESIGN CONSULTANT

## Additional Staff Resources

SFS and its subconsultants can draw on additional staff resources to support project delivery. In addition, SFS has established relationships with other consultants specializing in areas specific to community facilities, such as environmental, exhibit design, code/life safety, among others, that can be leveraged to address specialized scope requirements, if needed.



# Kerry Newman AIA, LEED AP

Principal-in-Charge

Kerry, a Principal with SFS Architecture, has 36 years of experience collaborating with communities on important development initiatives. His portfolio of work includes 60+ community facilities, including multipurpose recreation centers, civic centers, activity centers, athletic facilities, aquatic centers, parks and other venues for community gathering. Through this experience, Kerry has developed the ability to coordinate among varied stakeholders and interests during the planning, design and construction process and guide the group to consensus for final project direction. Evident throughout all of Kerry's work is his drive to create quality public architecture to serve the community. Each project is given the detailed attention required to address the community's unique needs.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 32
Total: 36

EDUCATION
Bachelor of Architecture
Iowa State University

Bachelor of Arts in Architecture
Iowa State University

REGISTRATIONS
Licensed Architect
LEED Accredited Professional

PROFESSIONAL ACTIVITIES
American Institute of Architects

Association for Preservation Technology

Kansas Recreation and Park Association

Missouri Parks and Recreation Association

## NOTABLE PROJECTS

- Meadowbrook Activity Center + Park Improvements, Prairie Village, KS*
- Meadwobrook Park Clubhouse Feasibility Study, Prairie Village, KS
- Bonner Springs Government Services Center (Adaptive Reuse), Bonner Springs, KS*
- Civic Park Improvements, Including Krekel Civic Center and Aquatic Center Expansion, O'Fallon, MO*
- Heckart Community Center, Sedalia, MO*
- Excelsior Springs Community Center, Excelsior Springs, MO*
- Lake Olathe Park, Including Beach, Beach House and Other Park Amenities, Olathe, KS
- Olathe Community Center at Stagecoach Park, Olathe, KS
- Northland Regional Community Center Feasibility Study, Kansas City, MO*
- UG Healthy Campus/YMCA Community Center Planning Study, Kansas City, KS*
- Downtown Salina Fieldhouse, Salina, KS
- Columbia Sports Fieldhouse at Philips Park, Columbia, MO
- Historic Truman Depot Restoration and Pacific Avenue Trail, Independence, MO
- Historic Missouri State Fairgrounds Building Improvements, Sedalia, MO
- Irene B. French Community Center Feasibility Study, Merriam, KS*
- Blue Springs Community Center Feasibility Study, Blue Springs, MO*
- Northeast Community Center Feasibility Study and Sports Complex Design, Kansas City, MO*
- Fulton Community Center, Fulton, MO*
- Camdenton Community Center, Camdenton, MO*
- Kirksville Community Recreation and Aquatic Center, Kirksville, MO
- Roeland Park Community Center Improvements Planning, Roeland Park, KS*
- Lenexa Community Center/Senior Center Planning Study, Lenexa, KS*
- Merriam Recreation Facilities Master Plan, Merriam, KS*
- Blue Springs Fieldhouse Renovation (Adaptive Reuse), Blue Springs, MO*
- Recreation Park Activity Center, Raymore, MO
- Maryville Community Center + Addition, Maryville, MO
- New Community Recreation Centers at Eisenhower and Anthony Middle Schools, Manhattan, KS
- Milwaukee Public Schools Community Center Feasibility Study, Milwaukee, WI
- Pleasant Hill Community Center Planning Study, Pleasant Hill, MO
- Ernie Miller Park and Nature Center Master Plan Update/Park Structures Assessment, Olathe, KS
- Hawk Ridge Park and Amphitheater Improvements, Raymore, MO
- Kill Creek Park Observation Tower, Olathe, KS
- Shawnee Mission Park Marina Improvements, Shawnee, KS
- Legacy Park Amphitheater, Lee's Summit, MO
- Belmont Park, Shawnee, KS
- Historic Strang Park Improvements, Overland Park, KS
- Young's Aquatic Center Entry Building, Overland Park, KS
- Lone Elm Park Improvements, Olathe, KS
- Rising Star Park Master Plan, Platte City, MO
- West Park Master Plan, Warrensburg, MO

**Project included Feasibility Study*



# Brian Garvey AIA, DBIA, LEED AP

## Principal Architect / Community Engagement Lead

Brian is a Principal at SFS with 17 years of experience spanning all aspects of planning, design and construction. Brian's portfolio of work includes a broad range of project types, with a special emphasis on programming, facility master planning, feasibility studies and design of community parks, recreation and aquatic facilities. Facilities have included multipurpose community recreation centers, civic centers, activity centers, fieldhouses, park structures, amphitheaters and open space, among other amenities. He is accustomed to working with public entities and multi-disciplined teams to execute projects with demanding goals for stakeholder engagement, consensus, program, innovation, value, quality and sustainability.

**FIRM**
SFS Architecture

**YEARS OF EXPERIENCE**
With Firm: 13
Total: 17

**EDUCATION**
Bachelor of Architecture
University of Kansas

**REGISTRATIONS**
Licensed Architect: MO

NCARB Certified

LEED Accredited Professional

Certified Design-Build Professional

**PROFESSIONAL ACTIVITIES**
American Institute of Architects

National Council of Architectural Registration Boards

Historic Kansas City Foundation

Design-Build Institute of America

### NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Irene B. French Community Center Feasibility Study, Merriam, KS*
- Lake Olathe Park, Including Beach, Beach House and Other Park Amenities, Olathe, KS
- Meadowbrook Activity Center + Park Improvements, Prairie Village, KS*
- Meadowbrook Park Clubhouse Feasibility Study, Prairie Village, KS
- Civic Park Improvements, Including Krekel Civic Center and Aquatic Center Expansion, O'Fallon, MO*
- Heckart Community Center, Sedalia, MO*
- Excelsior Springs Community Center, Excelsior Springs, MO*
- Olathe Community Center at Stagecoach Park, Olathe, KS
- Northland Regional Community Center Feasibility Study, Kansas City, MO*
- UG Healthy Campus/YMCA Community Center Planning Study, Kansas City, KS
- Blue Springs Community Center Feasibility Study, Blue Springs, MO*
- Northeast Community Center Feasibility Study and Sports Complex Design, Kansas City, MO*
- Fulton Community Center, Fulton, MO*
- Camdenton Community Center, Camdenton, MO*
- Kirksville Aquatics Center, Kirksville, MO
- New Community Recreation Centers at Eisenhower and Anthony Middle Schools, Manhattan, KS
- Roeland Park Community Center Improvements Planning, Roeland Park, KS*
- Lenexa Community Center/Senior Center Planning Study, Lenexa, KS
- Merriam Recreation Facilities Master Plan, Merriam, KS
- Columbia Sports Fieldhouse at Philips Park, Columbia, MO
- Blue Springs Fieldhouse (Adaptive Reuse), Blue Springs, MO*
- Johnson County Arts and Heritage Center Museum Gift Shop and Cafe, Overland Park, KS
- Linden Square at Gladstone Village Center, Gladstone, MO
- Rising Star Park Master Plan, Platte City, MO
- Fort Scott Aquatic Center, Fort Scott, KS
- Wayside Waifs Site Master Plan; Shelter Renovation/Addition; New Canine Behavior Center, Kansas City, MO
- Endangered Wolf Center Education Building, Eureka, MO

**Project included Feasibility Study*



# Dana Gould AIA, LEED AP

Historic Preservation Architect

Dana, an Associate with SFS, is an historic preservation architect and project manager. She has dedicated her career to the preservation and rehabilitation of historic buildings. Recognizing the cultural significance historic buildings represent within their communities, Dana works with property owners to preserve their building's historic integrity while creating functional spaces for contemporary and future generations. She takes the time to understand each property she works on, delving into the history, significance and construction of the building before developing comprehensive solutions that respect its sense of place and history.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 2.5
Total: 23

EDUCATION
Bachelor of Architecture, Drury University

Master of Science in Historic Preservation, University of Pennsylvania

REGISTRATIONS
Licensed Architect: MO

LEED Accredited Professional

Meets CFR 36 Part 61 USA Historical Architect Professional Qualifications Standards

PROFESSIONAL ACTIVITIES
American Institute of Architects - Kansas City Chapter

Association for Preservation Technology, Central Plains Chapter

Missouri Alliance for Historic Preservation

National Trust for Historic Preservation

## NOTABLE PROJECTS

- Bonner Springs Government Services Center (Adaptive Reuse), Bonner Springs, KS
- Historic Truman Depot Restoration and Pacific Avenue Trail, Independence, MO
- Missouri State Fair Coliseum and Women's Building Renovation/Restoration, Sedalia, MO
- Blue Springs City Hall Renovation, Blue Springs, MO
- Missouri State Capitol, Exterior Masonry Restoration, Jefferson City, MO*
- SGT Charles R. Long U.S. Army Reserve Center Full Facility Restoration (Design-Build), Independence, MO
- Shawnee Mission Park Marina Improvements, Johnson County, KS
- Building Envelope Condition Study, Roman L. Hruska U.S. Courthouse, Omaha, NE
- Des Moines U.S. Courthouse Feasibility Study, Des Moines, IA
- Webster School Adaptive Reuse / Restoration, Kansas City, MO*
- University of Missouri - Columbia, Jesse Hall Elevator, HVAC and Fire Safety Systems Modernization, Columbia, MO*
- German Consulate Seismic Upgrade and Rehabilitation, San Francisco, CA*
- Fort Leavenworth Buildings 853, 8126, 8226, 8245 and 8468-487 Design-Build Rehabilitation, Fort Leavenworth, KS*
- Building System Modernization and Window Restoration, Milwaukee Federal Building, Milwaukee, WI*
- Historic Waldo Water Tower Restoration Feasibility Study, Kansas City, MO*
- Greater Holy Temple Church Renovation Phase 1 Planning, Kansas City, MO*
- Christ Church Anglican Nave Restoration, Overland Park, KS
- St. Mary Queen of the Universe Catholic Church Master Plan and Renovation, Salina, KS
- St. Malachy Catholic Church Master Plan, Beattie, KS
- St. Joseph Catholic Church Restoration, Topeka, KS
- Country Club Congregational Church Restoration Feasibility Study, Kansas City, MO*

*Prior to employment with SFS



# Dirk Henke AIA, LEED AP BD+C

Project Architect

Dirk brings 20 years of experience with a variety of projects and has been responsible for all aspects of project delivery, including: project management; client/stakeholder group engagement; design conceptualization, development and documentation; specifications; and permitting, bidding and construction administration. Dirk thrives on the principle that good design is collaborative as much as it is intuitive, and being humble, open-minded and curious leads to the most innovative discoveries and solutions.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 2+
Total: 20

EDUCATION
Bachelor of Architecture
University of Kansas

REGISTRATIONS
Licensed Architect: NY

LEED Accredited Professional Building Design + Construction

NCARB Certified

PROFESSIONAL ACTIVITIES
American Institute of Architects

## NOTABLE PROJECTS

- Bonner Springs Government Services Center (Adaptive Reuse), Bonner Springs, KS
- Manhattan Recreation Centers, Manhattan, KS
- Hawk Ridge Park and Amphitheater Improvements, Raymore, MO
- Civic Park Improvements, Krekel Civic Center and Aquatic Center Expansion, O'Fallon, MO
- UG Healthy Campus YMCA/Community Center Planning, Kansas City, KS
- Wayside Waifs Master Plan and Expansion, Kansas City, MO
- 4th Floor Renovation, Roman L. Hruska Federal Building and U.S. Courthouse, Omaha, NE
- UMB Technology Center 3rd Floor Renovation, Kansas City, MO
- Chapman Theatre Renovation, Kansas State University, Manhattan, KS*
- Waters Hall Classroom 231/Lecture Hall Modernization, Kansas State University, Manhattan, KS*
- Waters Hall Classroom 328/Lecture Hall Modernization, Kansas State University, Manhattan, KS*
- 4th Floor Cherry Hall Renovation, University of Missouri-Kansas City*
- Swallow Hall Renovation and Expansion, University of Missouri-Columbia*
- Wolpers and Johnston Hall Renovation, University of Missouri-Columbia*
- Barkley House Addition to Hatch Hall Design Study, University of Missouri-Columbia*
- Power Plant Addition, University of Missouri-Columbia*
- MCC Longview Campus Enrollment Center Renovation, Lee's Summit, MO*

*Prior to employment with SFS



# Derek McMurray

## Design Support

Derek, an Associate with SFS, has 18 years of architectural experience encompassing the planning and design of a broad range of facilities, including aquatics, parks and recreation. His work on these projects is all encompassing—from upfront planning and design development to the preparation of construction documents and construction administration. Derek's ability to communicate design concepts graphically using a variety of 2D and 3D tools allows the design team to thoroughly express the design intent to the client and other project stakeholders from the very early stages of the planning process.

FIRM
SFS Architecture

YEARS OF EXPERIENCE
With Firm: 11+
Total: 18

EDUCATION
Bachelor of Architecture
Kansas State University

### NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Johnson County Arts and Heritage Center Cafe, Overland Park, KS
- Meadowbrook Park and Activity Center, Prairie Village, KS
- Meadowbrook Park Clubhouse Feasibility Study, Prairie Village, KS*
- Bonner Springs Government Services Center (Adaptive Reuse), Bonner Springs, KS
- Legacy Park Amphitheatre, Lee's Summit, MO
- 9/11 Memorial, Overland Park, KS
- St. Peter's Church New Multipurpose Space and K-8 School Renovation/Addition, Kansas City, MO*
- Gangwish Library and Gibson Student Center, Ottawa University, Ottawa, K
- Thompson Center (Adaptive Reuse), University of Missouri-Columbia
- Cathedral of the Immaculate Conception East Campus Master Plan, Kansas City, MO
- Fulton Recreation Center, Fulton, MO*
- Northeast Community Center Feasibility Study and Phase 1 Sports Complex, Kansas City, MO*
- Mattie Rhodes Northeast Community Center Conceptual Planning, Kansas City, MO
- Maryville Recreation Center Addition, Maryville, MO*
- Ottawa University Recreation and Athletic Facilities Improvements, Ottawa, KS
- Big Bull Creek Park Maintenance Facility and Police Substation, Edgerton, KS
- Endangered Wolf Center Education Building, Eureka, MO
- Wayside Waifs Expansion Master Planning Study, Kansas City, MO
- Wayside Waifs Pets for Life Community Center Planning Study, Kansas City, MO
- Bluford Branch Library Renovation, Kansas City, MO
- Pleasant Hills Aquatic Center, Pleasant Hill, MO*
- Mission Aquatic Center, Mission, KS*
- Maring Aquatic Center, Chanute, KS
- Excelsior Springs Outdoor Aquatic Center Planning, Excelsior Springs, MO*
- Marshall Parks and Recreation Master Plan Update and Improvements, Marshall, MO
- Utility Park and City Zoo Planning and Concept Design, Clay Center, KS

*Project included Feasibility Study



# Clayton Christy PE, CFM

Civil Engineer

Clayton, located in Olsson's Joplin office, is a Vice President and Team Leader with experience in all-things engineering—including transportation engineering, municipal infrastructure design, residential and commercial development, water distribution, and wastewater management. His understanding of requirements for a project successful involves assembling the team, identifying a realistic budget and schedule, and building relationships with project stakeholders.

FIRM
Olsson

YEARS OF EXPERIENCE
With Firm: 4
Total: 27

EDUCATION
Bachelor of Science in Civil Engineering, Missouri University of Science and Technology

REGISTRATIONS
Licensed Professional Engineer: MO + Others

Certified Floodplain Manager

## NOTABLE PROJECTS

- City of Joplin On-Call Services Contract, Joplin, MO
- Joplin Public Library, Joplin, MO
- Joplin Infrastructure Improvement Projects, Joplin, MO
- Joplin Trails, Joplin, MO
- Joplin Training Facility, Joplin, MO
- Joplin TIGER Grant Reporting Phase 2 for Maiden Lane, Joplin, MO
- Joplin Community Development Block Grant (CDBG) Main Street Improvements, Joplin, MO
- Joplin CDBG DR-1 Mohaska Trail, Joplin, MO
- Joplin Area Transportation Study Organization, Joplin MO
- Christ in Youth Site Development, Joplin, MO
- Wildwood Ranch Joplin #10, Joplin, MO
- Wildwood Ranch Conceptual Development Plan, Joplin, MO
- Neev Holdings Holiday Inn Site Development, Joplin, MO
- Taylor Performing Arts Center Rehabilitation of Masonry Walls, Missouri Southern State University, Joplin, MO
- Metro Transportation Plan Update, Joplin, MO
- Jasper County On-Call Services Contract, Jasper County, MO
- Longhorn Restaurant, Branson, MO
- Preserve Self Storage Facility Site Development, Branson, MO
- Carthage Water and Electric Plant, Industrial Site Readiness, Carthage, MO



# Jane Earnhart PLA, ASLA, LEED GA

Landscape Architect

Jane coordinates projects for clients and breaks our work down into tasks that we can complete efficiently and effectively to achieve our clients' goals. She strives to look at issues from multiple perspectives to develop win-win solutions for all stakeholders, resulting in projects with purpose.

FIRM
Olsson

YEARS OF EXPERIENCE
With Firm: 10
Total: 34

EDUCATION
Bachelor of Landscape Architecture,
Kansas State University

REGISTRATIONS
Professional Landscape Architect: MO + Others

## NOTABLE PROJECTS

- Pitt Development Group, Pitt Development Mercy Joplin 50th Street Clinic Design Documents, Joplin, MO
- O'Reilly Development, Villas Residential Development, Joplin, MO
- Joplin Tree Planting Policy, Joplin, MO
- PAP 7-1 Joplin CDBG Main Street Improvements, Joplin, MO
- PAP 7-1 Joplin 20th Street Improvements, Joplin, MO
- Brazos Restaurant Corporation, Cheddar's Casual Café, Joplin, MO
- Various CDBG Surface and Storm Projects, Joplin, MO
- Wildwood Senior Living Facility, Joplin, MO
- Mercy Bolivar Clinic, Bolivar, MO
- Apartment Developments, Springfield, Carthage and Joplin, MO
- Forest Park Apartments, Joplin, MO
- Christian County Judicial Center, Christian County, MO
- Missouri National Guard Aviation and Classification Repair Army Depot (AVCRAD), Springfield, MO
- Kansas Army and Air National Guard, Pratt MVSC Expansion, Pratt, KS
- Veteran Housing Development, Carterville, MO
- Veterans Affairs Marion Mental Health Addition, Marion, IL
- Greene County Public Safety Coordination Center, Springfield, MO



# Chris Boos PE

Structural Engineer

Chris is a Principal at Bob D. Campbell & Company with more than 20 years of experience in structural design, drawing development and construction observation. He is accustomed to working with municipalities on a variety of community projects, including civic and community recreation centers, park facilities and swimming pools, as well as other projects. Chris continues to work with SFS on a variety of projects.

FIRM
Bob D. Campbell & Company

YEARS OF EXPERIENCE
With Firm: 11
Total: 22

EDUCATION
Bachelor of Science in Architectural Engineering

REGISTRATIONS
Licensed Professional Engineer

## NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Blue Springs Fieldhouse Renovation (Adaptive Reuse), Blue Springs, MO*
- Raymore Activity Center, Raymore, MO*
- Fulton Community Center, Fulton, MO*
- Legacy Park Amphitheatre Improvements, Lee's Summit, MO*
- Ottawa University New Press Box, Ottawa, KS*
- City Hall Renovation/Expansion, Blue Springs, MO*
- Fairway City Hall (Adaptive Reuse), Fairway, KS*
- Belton City Hall Renovation, Belton, MO*
- Big Bull Creek Park Maintenance Facility and Police Substation, Edgerton, KS*
- Missouri Gas Energy Service Center Design-Build, St. Joseph, MO*
- Grandview Police Storage Building, Grandview, MO*
- Mozingo Lake Welcome Center Planning, Maryville, MO*
- Fairway Aquatic Center and Multipurpose Room, Fairway, KS*
- Brookfield Aquatic Center, Brookfield, MO*
- Pleasant Hill Aquatic Center, Pleasant Hill, MO*
- Mission Aquatic Center, Mission, KS*
- Chanute Aquatic Center, Chanute, KS*
- Highlandview Pool Design, Overland Park, KS*
- Stonegate Pool, Overland Park, KS*
- Indian Hills Country Club Pool House Renovation, Mission Hills, KS
- Shawnee Mission School District Aquatic Center, Lenexa KS
- Heartland Center Aquatics Center, Parkville, MO
- Homestead Country Club Swim Facility and Tennis Pavilion, Prairie Village, KS

* Collaboration with SFS Architecture



# Chris Albright

## PE, CEM, LEED AP, CXA

Lead M/E/P Engineer

An officer of the firm, Chris Albright is a complex problem solver and forward thinker. Chris is highly experienced in MEP design, facility assessments, energy audits, master planning, and commissioning services. Chris has extensive knowledge beyond MEP systems and extends into envelope and general construction activities. His knowledge and foresight is utilized to solve issues before they become problems.

FIRM
Smith & Boucher

YEARS OF EXPERIENCE
With Firm: 22
Total: 22

EDUCATION
Bachelor of Science in Architectural Engineering, Kansas State University

REGISTRATIONS
Licensed Professional Engineer: MO + Others

Certified Energy Manager

LEED Accredited Professional

Certified Commissioning Authority

PROFESSIONAL ACTIVITIES
Building Commissioning Association

AABC Commissioning Group, American Society of Heating, Refrigerating & Air-Conditioning Engineers

Society of American Military Engineers, National

Fire Protection Association

NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Wayside Waifs Expansion, Kansas City, MO*
- Spencer Museum Renovation, University of Kansas, Lawrence, KS
- Nelson-Atkins Museum of Art Commissioning, Kansas City, MO
- Museum of Prairiefire Commissioning, Overland Park, KS
- Flint Hills Discovery Center, Manhattan, KS
- Toy & Miniature Museum Improvements, Kansas City, MO
- Merriam Community Center Commissioning, Merriam, KS
- Blue Valley Recreation Center, Overland Park, KS
- Jewish Community Center HVAC Study, Overland Park, KS
- City of Olathe Commissioning: Park Maintenance, Police Headquarters, Fire Station 8, Olathe, KS
- Indian Creek Library, Olathe, KS
- Gladstone City Hall Facility Assessment, Gladstone, MO
- Apostle Islands National Lakeshore Visitor Center Commissioning, Bayfield, WI*
- Santikos Theatres and Entertainment Center, San Antonio, TX
- KCK Fire Department Maintenance Facility Study and Design, Kansas City, KS
- Boehringer Ingelheim Animal Health Cosby 240 Feasibility Study, St. Joseph, MO
- KU Student Union Renovation, Lawrence, KS

* Collaboration with SFS Architecture



# Matt Pellman PE, CGD

Mechanical Engineer

A skilled mechanical engineer with a keen sense to design possibilities, Matt has designed mechanical and electrical systems involving airside and waterside HVAC, and plumbing for a variety of installations. His project experience includes commercial, educational and public installations. His projects have been followed through from initial design to their construction completion.

FIRM
Smith & Boucher

YEARS OF EXPERIENCE
With Firm: 16
Total: 16

EDUCATION
Bachelor of Science in Architectural Engineering, University of Kansas

REGISTRATIONS
Licensed Professional Engineer: MO + Others

Certified GeoExchange Designer

PROFESSIONAL | ACTIVITIES
American Society of Heating, Refrigerating & Air-Conditioning Engineers

American Society of Plumbing Engineers

## NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Meadowbrook Park Activity Center, Overland Park, KS*
- Kansas City Zoo Penguin Exhibit, Kansas City, MO
- Kansas City Zoo Orangutan Exhibit, Kansas City, MO
- Boehringer Ingelheim Animal Health Cosby 240 Feasibility Study, St. Joseph, MO
- Thornberry Boys and Girls Club, Kansas City, MO
- Apostle Islands National Lakeshore Visitor Center, Bayfield, WI*
- Tomahawk Community Center, Overland Park, KS
- Indian Creek Library, Olathe, KS
- Yates Center Gym Renovation, Yates Center, KS
- Woodside Racquetball Club, Westwood, KS
- Indian Hills Country Club Improvements, Mission Hills, KS
- Hallmark/Crown Center Renovations, Kansas City, MO
- Ft. Hood Apache Arts and Crafts Center, Ft. Hood, TX
- Kansas City Art Institute Student Living Center and Art Store Renovations, Kansas City, MO

* Collaboration with SFS Architecture



# Lee Piveral

## PE, CEM, CMVP, CxA, LEED AP

Electrical Engineer

Lee has designed and commissioned mechanical and electrical systems involving airside and waterside HVAC, plumbing, power distribution and lighting systems for a variety of installations. Lee has commissioned HVAC, plumbing, heating, power, fi re alarm, fi re sprinkler, energy management systems and security systems. His extensive experience in the design of HVAC, plumbing and electrical systems gives him a unique ability to troubleshoot existing and test new systems, and provide a solution to any problems that may be encountered.

FIRM
Smith & Boucher

YEARS OF EXPERIENCE
With Firm: 20
Total: 20

EDUCATION
Bachelor of Science in Architectural Engineering, Kansas State University

REGISTRATIONS
Licensed Professional Engineer: MO + Others

Certified Energy Manager

Certified Measurement and Verification Professional

Certified Commissioning Authority

LEED Accredited Professional

PROFESSIONAL ACTIVITIES
Design-Build Institute of America

Association of Energy Engineers

AABC Commissioning Group

### NOTABLE PROJECTS

- KCK Fire Department Maintenance Facility Study and Design, Kansas City, KS
- Boehringer Ingelheim Animal Health Cosby 240 Feasibility Study, St. Joseph, MO
- Gardner City Hall MEP Assessment, Gardner, KS
- Gladstone City Hall Facility Assessment, Gladstone, MO
- Independence City Hall MEP Assessment, Independence, KS
- Kill Creek Observation Tower, De Soto, KS*
- Gladstone Community Center Commissioning, Gladstone, MO
- Jewish Community Center HVAC Study, Overland Park, KS
- Shawnee Parks and Recreation Facilities Assessments, Shawnee, KS
- Ironwoods Park Improvements, Leawood, KS
- Museum of Prairiefire Commissioning, Overland Park, KS
- Flint Hills Discovery Center, Manhattan, KS
- Union Station Improvements, Kansas City, MO

* Collaboration with SFS Architecture



# Carl Hutcherson ETCP

Theatrical Consultant

For more than 20 years, Carl has been involved with a variety of Peerbolte projects ranging from lighting systems upgrades to full lighting and rigging systems in new construction. Lighting systems, integration, rigging systems both manual and motorized, equipment evaluation and commissioning are the strengths that Carl brings to every project. Carl is and an active designer and technician. He regularly works at a number of local theatres, including five years as the Technical Director and Carl's understanding of the day to day needs of an active Community Arts Center is an asset to every system design. In 2019 Carl took over leadership of Peerbolte Creative and is now the Principal Consultant.

## NOTABLE PROJECTS

- Johnson County Arts and Heritage Center (Adaptive Reuse), Overland Park, KS*
- Presser Performing Arts Center, Mexico, MO
- Missouri Theatre, Columbia, MO
- Liberty Center Association for the Arts, Sedalia, MO
- Liberty High School Performing Arts Center, Liberty, MO
- Maryville High School Performing Arts Center, Maryville, MO
- Olathe West High School Performaing Arts Center, Olathe, KS
- Lansing High School Performaing Arts Center, Lansing, KS
- Graceland University Shaw Center, Lamoni, IA
- Liberty North High School Performing Arts Center, Liberty, MO
- Studio Theatre, Northwest Missouri State University, Maryville, MO
- Shawnee Heights High School Performing Arts Center, Tecumseh, KS
- Morgan County High School Performing Arts Center, Versailles, MO

* Collaboration with SFS Architecture

### FIRM
Peerbolte Creative

### YEARS OF EXPERIENCE
With Firm: 22
Total: 22

### EDUCATION
Bachelor of Fine Art in Technical Theatre, Central Missouri State University

### REGISTRATIONS
Entertainment Technician Certification Program (ETCP) Certified Rigger - Theatre #698, 2009

### PROFESSIONAL ACTIVITIES
Speech and Theatre Association of Missouri

Resident Designer at Robert B. Atkin Performing Arts Center, Raytown, MO.

President and Founder of Askew Theatre, Warrensburg, MO

Acting Artistic Director of Liberty Center Association for the Arts, Sedalia, MO



# Jeff King

## Operations / Market Analyst

As a founding partner of Ballard*King & Associates, more than 200 communities have benefited from Jeff's extensive background in recreation and community center operation, planning and management. Jeff 's expertise comes from a vast array of experience and projects, including several teamed with SFS Architecture. Jeff has worked with many communities to develop funding strategies for parks and recreational facilities, including potential grants from government agencies and private foundations. Jeff provides a variety services for clients who are considering the evaluation of a civic facility, recreation center or park master planning project. His vast practical experience enables the team to guide clients through the challenges of evaluating current pricing and cost recovery strategies and implementing changes to a more efficient operation. From pinpointing specifics to broad visions, Jeff provides services to ensure the long-term success of your project.

FIRM
Ballard*King & Associates

YEARS OF EXPERIENCE
With Firm: 28
Total: 30+

EDUCATION
Bachelor of Arts in Business Administration, Lindenwood University

REGISTRATIONS
Certified Pool Operator

AFFILIATIONS
Ice Skating Institute of America

National Recreation and Park Association - Aquatic Section

Missouri Park and Recreation Association

### NOTABLE PROJECTS

- Joplin Aquatic Benchmark Study, Joplin, MO
- Civic Park/Civic Center/Aquatic Center Feasibility Study,O'Fallon, MO*
- Excelsior Springs Community Center Feasibility Study, Excelsior Springs, MO*
- Northland Regional Community Center/ Natatorium Feasibility Study, Kansas City, MO*
- Northeast Neighborhood Community Center/ Natatorium Feasibility Study, Kansas City, MO*
- Camdenton Community Center Feasibility Study, Camdenton, MO*
- Olathe Community Center/Natatorium Operational Review, Olathe, KS
- Blue Springs Community Center Feasibility Study, Blue Springs, MO*
- Pleasant Hill Community Center Feasibility Study, Pleasant Hill, MO*
- Recreation Park Activity Center Feasibility Study, Raymore, MO*
- Raymore Civic Recreation Center Feasibility Study/Visioning Session, Raymore, MO*
- Salina Recreation and Sports Center Feasibility Study, Salina, KS*
- Sedalia Community Center Feasibility Study, Sedalia, MO*
- Overland Park Recreation Center Feasibility Study, Overland Park, KS*
- Blue Springs Aquatics Study and Master Plan, Blue Springs, MO*
- Mission Aquatic Center Feasibility Study, Mission, KS*
- Fairway Aquatic Center Feasibility Study, Fairway, KS*
- Johnson County Parks and Recreation Master Plan, Johnson County, KS
- Lenexa Parks and Recreation Open Space Comprehensive Master Plan, Lenexa, KS
- Mission Parks and Recreation Master Plan, Mission, KS
- Overland Park Parks and Recreation Master Plan, Overland Park, KS
- Manhattan Parks and Recreation Facilities Feasibility Study, Manhattan, KS
- Marshfield Community Center Feasibility Study, Marshfield, MO

* Collaboration with SFS Architecture



# Darin Barr CPRP

## Operations / Market Analyst

Darin began his work with Ballard*King & Associates in 2007 and brings extensive experience in aquatic and recreation facility operation and planning. Darin has provided consulting services to numerous communities nationally who have benefited from his background in recreation and aquatic center planning and management. Prior to Ballard*King, Darin was the Senior Associate Director of the 300,000 SF Student Recreation Complex at the University of Missouri-Columbia. His main areas of responsibility were membership, dry-side facility operations, wet-side facility operations, maintenance and information technology. The diversity of Darin's experiences has shaped his unique perspective on the delivery of recreation services and the operation of recreation facilities. His management experience includes economic impact studies, space planning and equipment specifications, request for proposal, grand opening celebrations, preventive maintenance programs, staffing, budgeting, marketing, risk management and programming.

FIRM
Ballard*King & Associates

YEARS OF EXPERIENCE
With Firm: 13
Total: 17

EDUCATION
Master of Science in Public Administration, State University of New York-Brockport

Bachelor of Science in Parks, Recreation and Tourism, University of Missouri-Columbia

REGISTRATIONS
Certified Park and Recreation Professional

Certified Pool Operator

AFFILIATIONS
National Intramural Recreational Sports Association

Missouri Park and Recreation Association

University of Missouri – Adjunct Faculty

NOTABLE PROJECTS

- Blue Springs Community Recreation/Aquatic Center Feasibility Study, Blue Springs, MO*
- Civic Park/Civic Center/Aquatic Center Feasibility Study, O'Fallon, MO*
- Excelsior Springs Community Center Feasibility Study, Excelsior Springs, MO*
- Northeast Neighborhood Community Recreation/Aquatic Center Feasibility Study, Kansas City, MO*
- Northland Regional Community Center Feasibility Study, Kansas City, MO*
- Pleasant Hill Community Center Feasibility Study, Pleasant Hill, MO*
- Raymore Activity Center Feasibility Study, Raymore, MO*
- Raymore Civic Recreation Center Feasibility Study/Visioning Session, Raymore, MO*
- Mission Aquatic Center Feasibility Study, Mission, KS*
- Olathe Community Recreation/Aquatic Center Operational Review, Olathe, KS*
- Overland Park Recreation Center Feasibility Study, Overland Park, KS*
- Salina Recreation and Sports Center Feasibility Study, Salina, KS*

* Collaboration with SFS Architecture



# Duncan Webb CMC

Cultural Arts Consultant

Duncan M. Webb founded Webb Management Services, Inc. to provide management consulting services to the arts and cultural industries and has led the firm since 1997, completing more than 450 assignments for the advancement of cultural communities, organizations and facilities. His role in these projects involves project oversight and management, client/community facility and engagement, conclusions and recommendations, as well as financial projections.

Prior to foudnign Webb Management Services, Duncan was a banker, spending seven years in commercial lending and international finance. In 1986, after many years of volunteer work in the arts, he came into the field as a producer of experimental, industrial and commercial theatre. He also developed marketing and sponsorship programs.

Duncan has been an active speaker and published writer on arts management and the development, operation and financing of arts facilities. Webb's book "Running Theaters: Best Practices for Managers and Leaders" was the first book ever written on the management of performing arts facilities. It was recently translated into Mandarin and is being used to inform cultural development throughout China. A second edition is now in development. Duncan recently taught a course entitled "Managing in an Arts Environment" in the Arts Administration graduate program at Baruch College (CUNY).

FIRM
Webb Management Services

YEARS OF EXPERIENCE
With Firm: 23
Total: 30+

EDUCATION
Bachelor of Science in Economics, University of Western Ontario

Master of Science Business Administration, University of Toronto

REGISTRATIONS
Certified Management Consultant

## NOTABLE PROJECTS

- NextStage: The Future of Denver's Performing Arts Complex, Denver, CO
- Feasibility Study for Proctor's Theatre Expansion, Schenectady, NY
- Feasibility Study for Expansion at Tulsa Performing Arts Center, Tulsa, OK
- Feasibility Study for Arts Facilities + a Park City Arts District, Park City, UT
- Operating Scenarios for White Eagle Hall, Jersey City, NJ
- Feasibility Study for Performing + Visual Arts Facilities, The Woodlands, TX
- Feasibility Study for an African American Cultural Center, Virginia Beach, VA
- Feasibility Study for Expanded Performing + Visual Arts Facilities at the Goddard Center, Ardmore, OK
- Legacy Park Amphitheatre Improvements, Lee's Summit, MO*

* Collaboration with SFS Architecture



# John Hodgson CTS-D

## Audio-visual / Acoustical Design Consultant

John manages and performs the design and commissioning of audio-visual systems, architectural acoustics, noise control and sound systems. John's portfolio includes 100+ projects of many types of facilities, including performing arts centers, community centers, arenas, airports, educational facilities, offices, among others. Through this work, John maintains Avant Acoustic's high standards for work and management of technical staff.

FIRM
AVANT ACOUSTICS

YEARS OF EXPERIENCE
With Firm: 10
Total: 10

EDUCATION
Bachelor of Science
University of Kansas

REGISTRATIONS
Certified Technology Specialist - Design

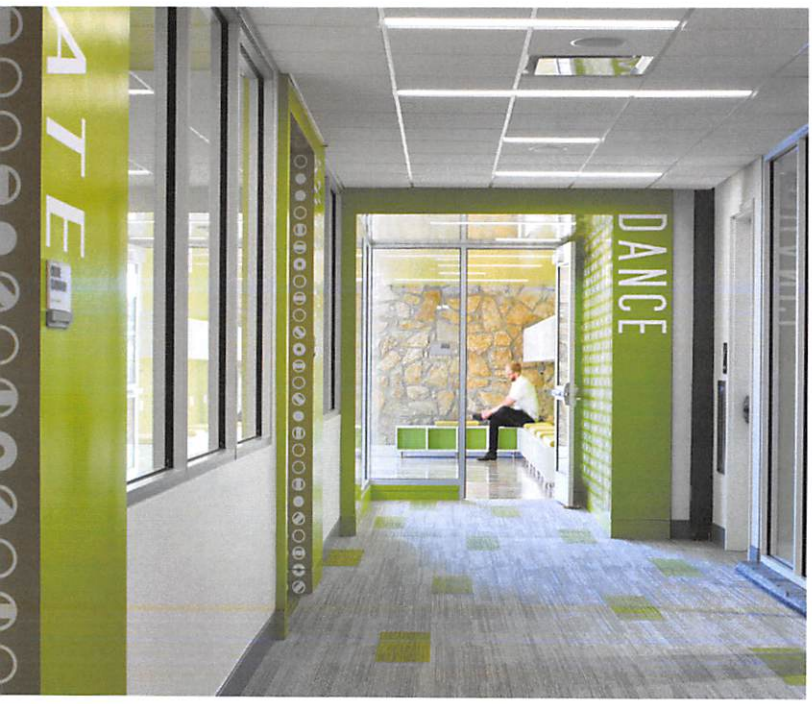
PROFESSIONAL ACTIVITIES
Acoustical Society of America (ASA)

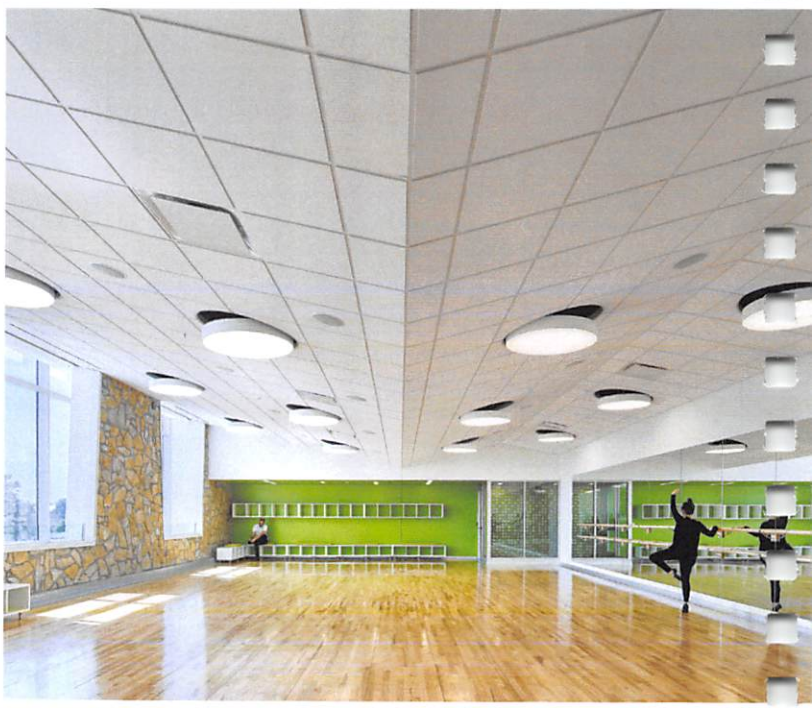
### NOTABLE PROJECTS

- Johnson County Arts and Heritage Center, Overland Park, KS*
- Excelsior Springs Community Center, Excelsior Springs, MO*
- Avila University Performing Arts Addition, Kansas City, MO
- Center for the Arts, Wichita, KS
- Emporia State University Bruder Theater, Emporia, KS
- Johnson County Central Resource Library, Overland Park, KS
- KI Convention Center, Green Bay, WI
- Performing Arts Center, Liberty, MO
- Stormont Vail Events Center, Topeka, KS
- University of Arkansas Vol Walker, Fayetteville, AR
- Wayside Waifs, Kansas City, MO*

* Collaboration with SFS Architecture




DANCE



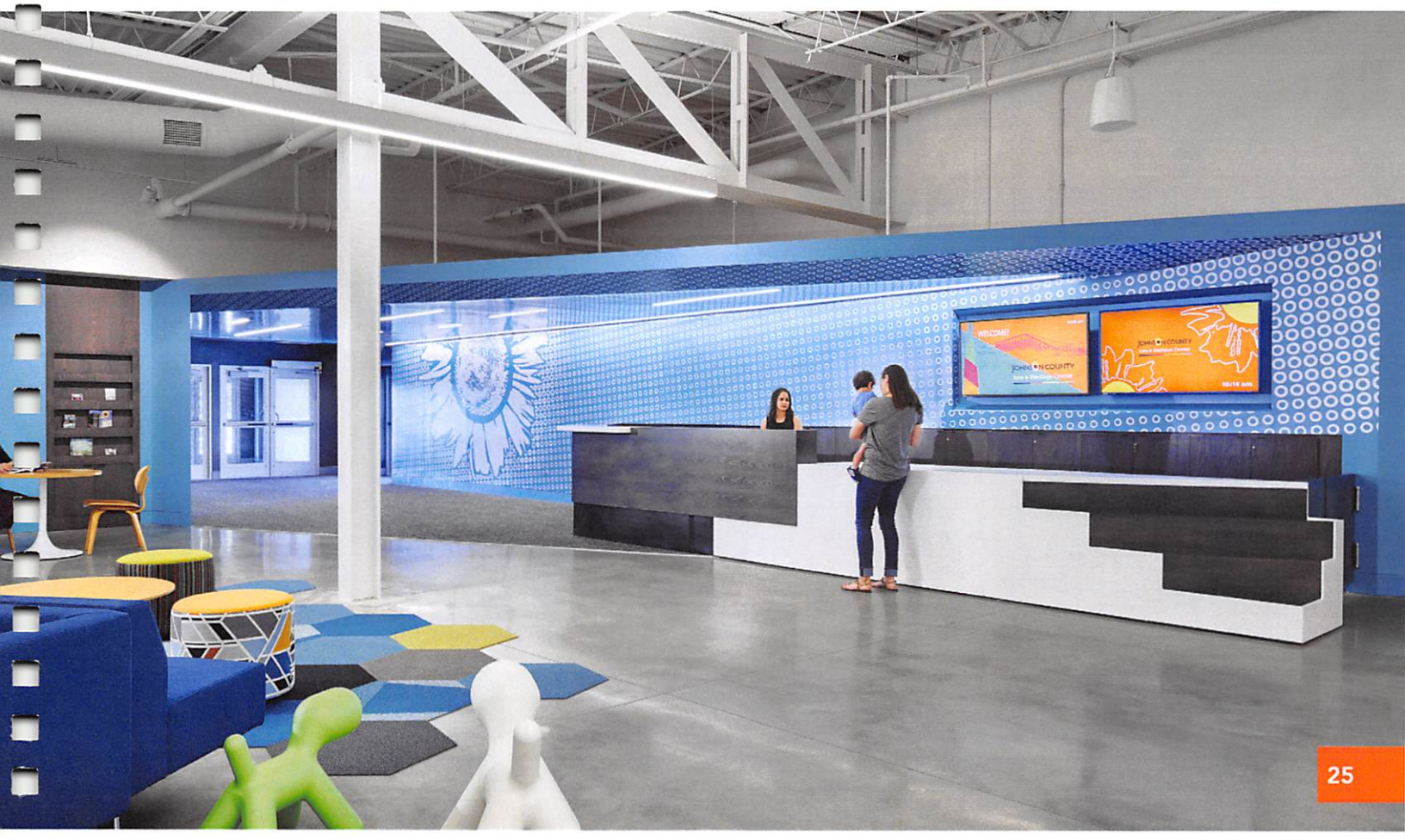

MUSEUM

# 03 EXPERIENCE AND QUALIFICATIONS

## Unique Qualities

SFS Architecture is rich in history, long on experience and passionate about our work. Three unique qualities about our firm that stand out among all others and we believe relate most directly to Joplin's Memorial Hall Feasibility Study include the following.

1. Focus on Community Architecture
2. Stakeholder and Community Engagement
3. Design Excellence

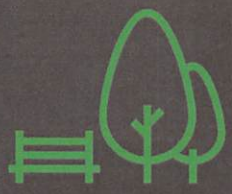


# 100+
## Communities Served

MISSOURI + KANSAS + NEBRASKA + IOWA

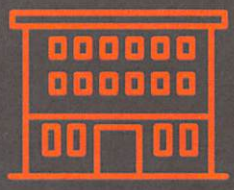
sfsarchitecture

**60+**



Parks / Recreation Facilities

**45+**



Civic / Community Centers

**30+**



Aquatic Centers

## Experience with Civic / Community Centers

SFS has collaborated with more than 100 community agencies to plan and design facilities for playing, working and learning. Facilities include: civic centers; recreation centers; multi-purpose activity centers; event halls and community rooms; Visitor centers; cultural heritage centers; Museums, exhibits and art galleries; multi-activity fieldhouses; gymnasiums; athletic courts and turf fields; fitness centers, including cardio, weights and aerobic/dance group exercise studios to support a variety of classes; rock-climbing walls; offices and support spaces; multi-media/technology-rich meeting rooms; catering/teaching kitchens; coffee bars and cafe's; inter-generational centers; wellness centers; auditoriums; black box theaters; party rooms; art and game rooms; child watch areas; member service/library kiosks; among others.

### Notable Projects

- Johnson County Arts and Heritage Center, Overland Park, KS
- Irene B. French Community Center Feasibility Study, Merriam, KS
- Krekel Civic Center at Civic Park, O'Fallon, MO
- Meadowbrook Park Activity Center, Prairie Village, KS
- Meadowbrook Park Existing Clubhouse Reuse Study, Prairie Village, KS
- Manhattan Community Centers, Manhattan, KS
- Fulton Community Recreation Center, Fulton, MO
- Raymore Recreation Park Activity Center, Raymore, MO
- Excelsior Springs Community Center, Excelsior Springs, MO
- Kirksville Community Center, Kirksville, MO
- Columbia Sports Fieldhouse at Philips Park, Columbia, MO
- Healthy Campus/Downtown YMCA/Community Center, Kansas City, KS
- Heckart Community Center, Sedalia, MO
- Roeland Park Community Center Concept Improvement Plan, Roeland Park, KS
- Olathe Community Center at Stagecoach Park, Olathe, KS
- Lansing Activity Center Assessment and Feasibility Study, Lansing, KS
- Blue Springs Fieldhouse, Blue Springs, MO
- Downtown Salina Fieldhouse, Salina, KS
- Mattie Rhodes Community Center Planning, Kansas City, MO
- Wayside Waifs Pets for Life Community Center Planning Study, Kansas City, MO
- Northland Regional Community Center Feasibility Study, Kansas City, MO
- Blue Springs Community Center Feasibility Study, Blue Springs, MO
- Moore Community Center Pre-referendum Support, Moore, OK
- Northeast Community Center Feasibility Study and Sports Complex, Kansas City, MO
- Merriam Parks and Recreation Master Plan, Including Community Center and Aquatics, Merriam, KS
- Community Center Feasibility Study, Overland Park, KS
- Leawood Community Center Renovation, Leawood, KS
- Maryville Recreation Center, Maryville, MO
- Maryville Recreation Center Addition, Maryville, MO
- Community Activity Center Feasibility Study, Indianola, IA
- Senior/Community Center Study, Harrisonville, MO
- Five Community Centers, A/E Oversight Services, Kansas City, MO

## Experience with Cultural Arts / Museums / Visitor Centers / Memorials

### Notable Projects

- Spiva Art Center Renovation/Reuse, Joplin, MO
- Johnson County Arts and Heritage Center, Overland Park, KS
- Joshua's Story Memorial at Overland Park Botanical Garden and Arboretum, Overland Park, KS
- 9/11 Memorial, Overland Park, KS
- Veterans Memorial at English Landing park, Parkville, MO
- Black Archives Museum Conceptual Planning, Kansas City, MO
- Bluford Branch Library Heritage Gallery, Kansas City, MO
- Mahaffie Stagecoach Stop and Farm New Livestock Barn and Heritage Center Improvements, Olathe, KS
- Missouri State Fair - Coliseum Building Renovation, Sedalia, MO
- Missouri State Fair - Womans Building Renovation, Sedalia, MO
- National Frontier Trails Visitors Center, Independence, MO
- Watkins Mill Historic Woolen Mill Visitor Center, Lawson, MO
- Welcome Center Planning at Mozingo Lake Recreation Area, Maryville, MO
- Linden Square at Gladstone Village Center, Gladstone, MO
- Legacy Park Amphitheatre, Lee's Summit, MO
- Hawk Ridge Park Amphitheater, Raymore, MO
- Jewel Cave National Monument Visitor Center Expansion, Custer, SD
- Apostle Islands National Lakeshore Visitor Center, Bayfield, WI
- Wind Cave National Park Visitor Center Improvements, Hot Springs, SD
- Pea Ridge National Military Park Visitor Center Improvements, Garfield, AR
- Charles Young Buffalo Soldiers National Monument Improvements, Wilberforce, OH
- Hopewell Culture National Historic Site Improvements, Chillicothe, OH
- Wilson's Creek National Battlefield Visitor's Center and Museum, Springfield, MO
- Gateway Arch National Park Improvements, St. Louis, MO

## Experience with Historic Preservation / Adaptive Reuse

SFS has extensive experience renovating, expanding, restoring, preserving and repurposing historic structures and building systems serving those structures. Experience includes historically significant buildings eligible for or listed on the National Register of Historic Places, National Historic Landmarks, National Historic Sites, National Parks, National Memorials, National Battlefields, and National Monuments, among others. Projects have required close coordination with State Historic Preservation Offices to ensure proposed design solutions, fixtures and new systems maintain the historical integrity of the structures.

### Notable Projects

- Johnson County Arts and Heritage Center, Overland Park, KS
- Missouri State Fair Coliseum Building Renovation, Sedalia, MO*
- Missouri State Fair Womans Building Renovation, Sedalia, MO*
- Truman Depot Renovation and Pacific Avenue Trail, Independence, MO
- Bonner Springs Government Services Center, Bonner Springs, KS
- St. Joseph Catholic Church Restoration, Topeka, KS*
- St. Peter's Church Multipurpose Space Addition and K-8 School Renovation/Addition, Kansas City, MO
- Second Presbyterian Church Front Porch Addition and Interior Renovations, Kansas City, MO
- Lafayette City Hall Restoration, Lexington, MO *
- Perkins Building Assessment and Renovation, Coffeyville, KS*
- National Frontier Trails Visitors Center, Independence, MO
- Watkins Mill Historic Woolen Mill Visitor Center, Lawson, MO
- Reynolds Journalism Institute (Sociology Building and Walter Williams Hall Renovation/Reuse), University of Missouri-Columbia
- Cathedral of the Immaculate Conception Renovation, Kansas City, MO*
- Cathedral of the Immaculate Conception East Campus Master Plan, Kansas City, MO
- First United Methodist Church Renovation, Topeka, KS
- St. Francis Xavier Catholic Church Renovation, St. Joseph, MO
- UMB Bank Ozark Office Building (Historic Rialto Building) Renovation, Kansas City, MO
- 920 Walnut Office Building Renovation, Kansas City, MO
- Grant Hall Conservatory of Music/Department of Theater Renovation/Reuse, University of Missouri-Kansas City
- Swope Park Pool Restoration, Kansas City, MO
- Missouri State Capitol Building Window Replacement, Jefferson City, MO*
- UMB Scout Investments Tenant Improvements, Kansas City, MO
- Lutjen Corporate Headquarters Tenant Improvements, North Kansas City, MO
- water.org Global Headquarters Tenant Improvements (Historic Piper Lofts Building), Kansas City, MO
- SFS Architecture Studio Tenant Improvements (Historic Creamery Building), Kansas City, MO
- Sacred Heart Catholic Church, Emporia, KS
- Fairway City Hall Renovation (Churchill Building), Fairway, KS
- Robert A. Young Federal Building Lobby Renovation, St. Louis, MO*
- U.S. Federal Courthouse Modernization, Wichita, KS*
- U.S. Federal Courthouse Modernization, Des Moines, IA*
- U.S. Federal Courthouse Modernization, Sioux City, IA*
- U.S. Federal Courthouse Modernization, Davenport, IA*
- Leavenworth County Courthouse Renovation/Reuse, Leavenworth, KS*
- Federal Building Window Replacement, Grand Island, NE*
- Bannister Federal Complex Relocation and Disposition - NHPA/ Section 106, Kansas City, MO

*Listed on the National Register of Historic Places

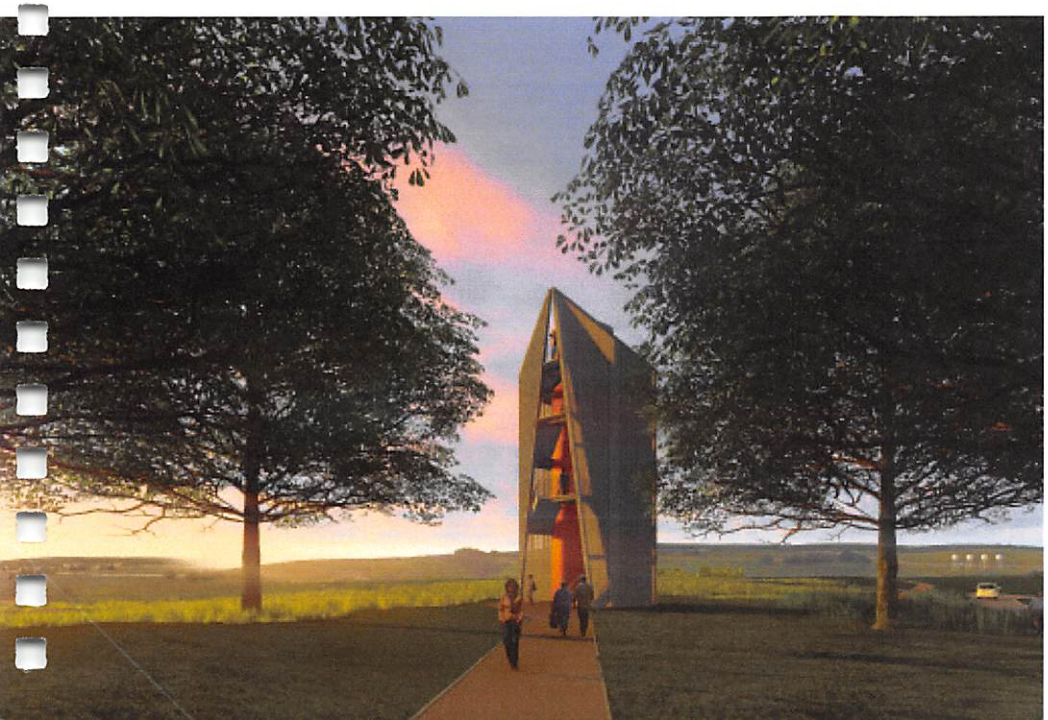


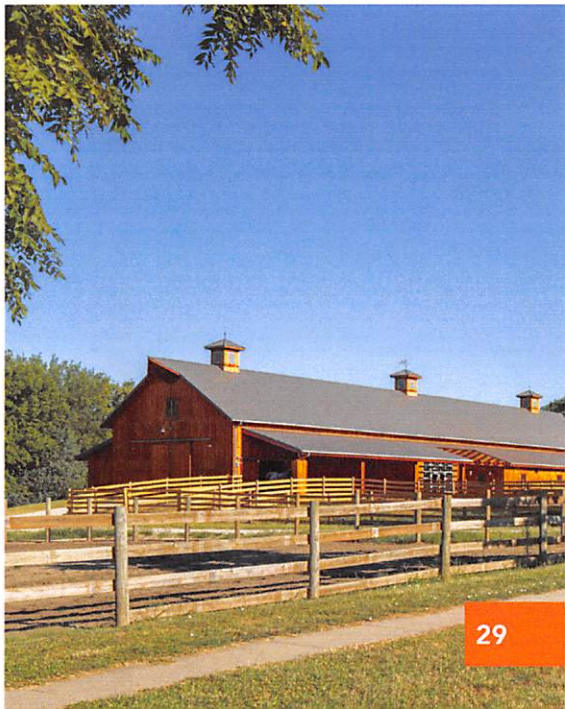
## Experience with Parks and Outdoor Recreation Amenities

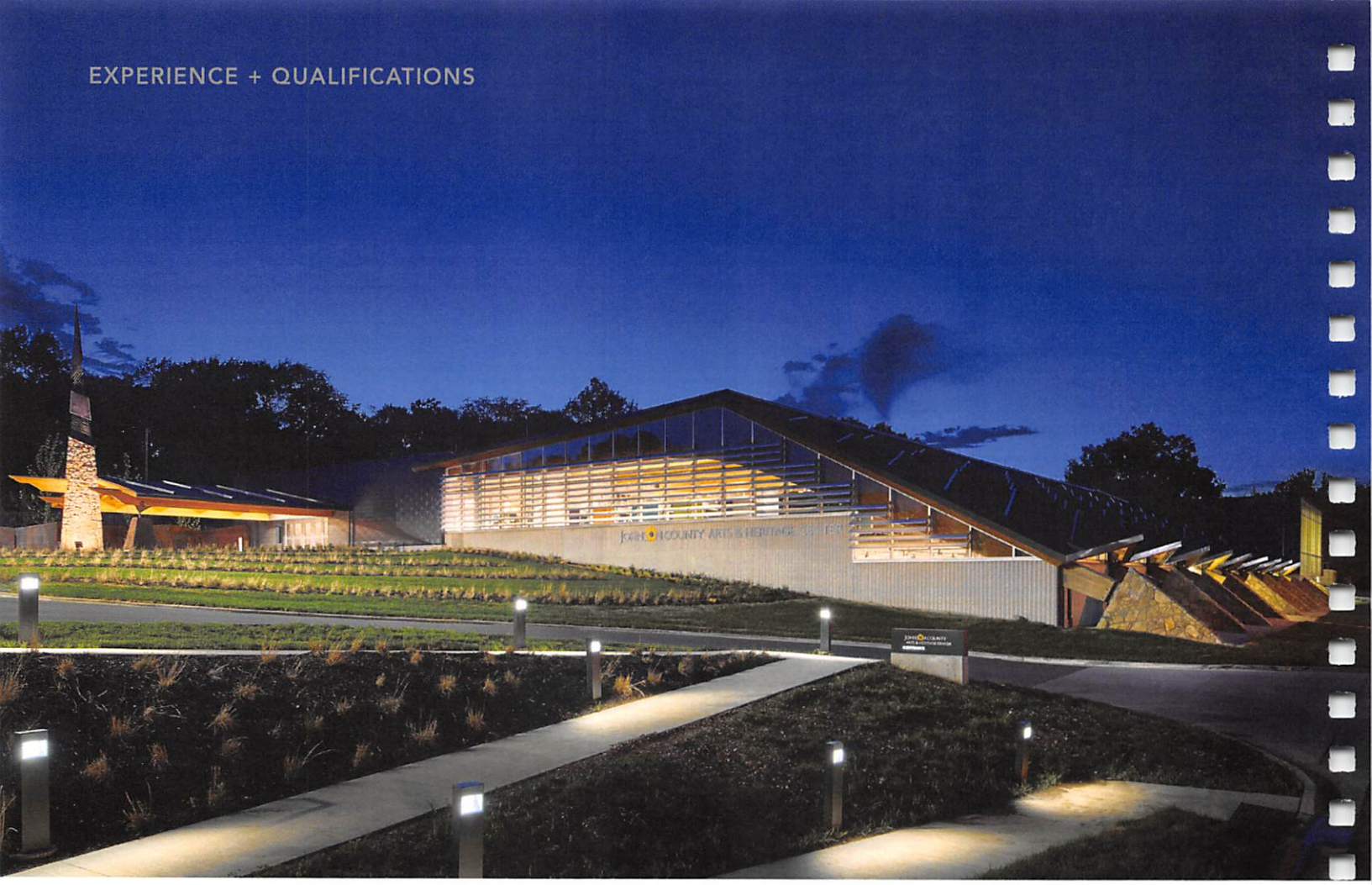
Park structures and outdoor recreation amenities designed by SFS include: spraygrounds; splashpads; indoor and outdoor playgrounds; parkland, trails and open space; picnic grounds; pavilions/shelters; restrooms; park observation areas; observation towers; amphitheaters and festival plazas; memorials and outdoor learning environments/exhibits; golf pro shops and cart barns; campgrounds; lodging and cabins; marinas; fishing piers; recreational boat docks; swim beaches; dog park amenities; livestock barns; nature centers; park trail bridges; outdoor multi-activity athletic fields; pickleball courts; tennis courts; ice skating rinks; park maintenance, equipment and storage facilities; park police stations; among others.

### Notable Projects

- Blue Springs Parks Master Plan, Blue Springs, MO
- Rising Star Park Master Plan, Feasibility Study and Improvements, Platte City, MO
- Mohawk Park Improvements, Mission, KS
- Lake Olathe Park Master Plan and Phase 1 Improvements, Olathe, KS
- Cedar Lake Park Master Plan, Olathe, KS
- Civic Park Improvements, Including New Shelter, Aquatic Center Expansion/Renovation and New Civic Center, O'Fallon, MO
- New Wilder Bluff Park, Shawnee, KS
- Strang Park Improvements, Overland Park, KS
- Nall Park Improvements, Roeland Park, KS
- Stagecoach Park Master Plan and Improvements, Olathe, KS
- Maryville Parks Master Plan, Maryville, MO
- Kill Creek Park Observation Tower, Olathe, KS
- Shawnee Mission Park Improvements, Shawnee, KS
- Hawk Ridge Park and Amphitheater Improvements, Raymore, MO
- West Park Master Plan, Warrensburg, MO
- Legacy Park Amphitheater Improvements, Lee's Summit, MO
- Linden Square at Gladstone Village Center, Gladstone, MO
- Ernie Miller Park and Nature Center Master Plan Update/Park Structures, Olathe, KS
- Shawnee Mission Park Administration Building Planning Study, Shawnee, KS
- Meadowbrook Park and Activity Center, Prairie Village, KS
- Parkville Veterans Memorial at English Landing Park, Parkville, MO
- Lone Elm Park Improvements, Olathe, KS
- Big Bull Creek Park Maintenance and Park Police Substation Complex, Edgerton, KS
- 9/11 Memorial, Overland Park, KS
- Mozingo Lake Welcome Center Concept Design, Maryville, MO
- Marshall Parks and Recreation Master Plan, Marshall, MO
- Marshall Parks and Recreation Master Plan Update, Marshall, MO
- Indian Foothills Park Trail System, Marshall, MO
- Merriam Parks and Recreation Facilities Master Plan, Merriam, KS
- Olathe Girls Softball Complex Restroom and Concessions Building, Olathe, KS
- 10th Avenue Park Improvements Concept Design, Leavenworth, KS
- Oregon Trail Park Renovation, Olathe, KS
- Utility Park Planning and Concept Design, Clay Center, KS
- Seneca Parks Planning/Skoch Park, Seneca, KS
- Park Maintenance Facility, Raymore, MO
- Missouri State Fair Building Improvements, Sedalia, MO
- Mahaffie Stagecoach Stop and Farm New Livestock Barn and Heritage Center Improvements, Olathe, KS
- Kansas Department of Wildlife, Parks and Tourism On-Call Contract, Park Units in Kansas
- Kansas Aquatic Biodiversity Center, Farlington Fish Hatchery, Farlington, KS
- Hillsdale State Park Cabin Prototypes, Hillsdale, KS
- National Park Service On-call Architectural Services, National Park Units in the Midwest
- Badlands National Park Campground Improvements, Interior, SD







# Johnson County Arts and Heritage Center

## Overland Park, Kansas

Seeking a new cultural hub for its growing population, Johnson County purchased the defunct King Louie bowling alley and ice rink with the intention of transforming the private facility into 76,000 square feet of open and welcoming space for community-focused arts education, history, performance, and dance.

Though in disrepair, the building's structural systems were beautiful and sound. Featuring long-span trusses and impressive glulam beams and timber structural decking in the ice rink, the building was well suited to the needs of a contemporary arts center.

SFS and team members enhanced the original design by emphasizing the building's inherent beauty (its undulating timber roof and limestone thrust-blocks, the porte-cochere and entry spire, the trapezoidal window openings to the billiards hall) and upgrading the entire building envelope. By replacing nearly the entire front façade with louver-shaded glass, we opened a view into the impressive vaulted ice rink space, setting the tone that this facility welcomes all in the community.

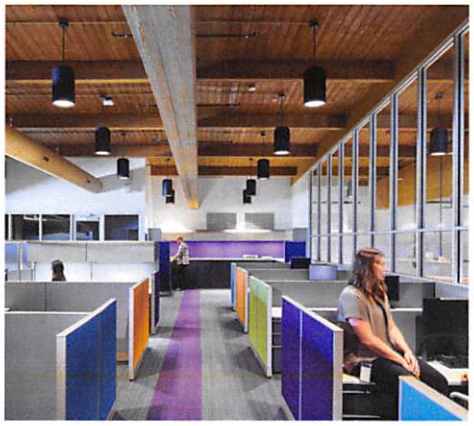
Interior program elements comprise a 6,000 SF Black Box Theatre, a 300-person event space, a new home for the Johnson County Museum, Rehearsal Studios, Art and Dance Classrooms, and office space for the County's Parks and Recreation, Theatre in the Park, and Museum staff.

Program elements were organized around a central space, the Cultural Commons, where all users interact. From there they traverse an interior landscape of steps and benches transitioning to the lower event space and theatre or look through full-height glazing over the lower-level museum and its soaring roof structure.

Striving for a neutral backdrop, finishes were kept minimal. Wayfinding is accomplished through large-scale colorful graphics featuring motifs that tie back to the historic uses of the building. The Museum, including the "Becoming Johnson County" exhibition, 1950s All-Electric house, KidScape Experience and historic White Haven Motor Lodge sign are featured in the former Ice Skating Rink. An outdoor five-piece sculpture of a mid-20th century living room by a national artist was installed at the entrance of the building.

This adaptive-reuse of a beloved bowling alley and ice rink results in a dynamic and inviting new cultural arts center for the community.





TEAM MEMBER INVOLVEMENT
SFS Architecture
Avant Acoustics
Bob D. Campbell and Company
Peerbolte Creative
Smith & Boucher

COMPLETION DATE
2017

CONSTRUCTION VALUE
$22 Million

PROJECT SIZE
76,000 SF

DESIGN AWARDS
Design-Build Merit Award - Institutional-School/University, Design-Build Institute of America/Mid-America Chapter

Merit Award for Excellence in Architecture - Unbuilt, American Institute of Architects - Central States Region

Excellence Award for Adaptive Reuse, Historic Kansas City

Capstone Award for Achievements in Real Estate - Adaptive Reuse, Kansas City Business Journal

Historical/Cultural Facility Award, National Association of County Park and Recreation Officials




# Meadowbrook Park + Activity Center

Prairie Village, Kansas

SFS assisted Johnson County Park and Recreation District in evaluating alternatives for accommodating indoor community/recreation program needs in northeast Johnson County. The study involved the feasibility of renovating the existing Meadowbrook Country Club clubhouse building versus constructing a new activity center within the 88-acre Meadowbrook Park. Scope of services included review of existing program and condition assessment information, preparation of revised program and concept options for reuse of the existing clubhouse, a new activity center and stand alone pavilion including associated cost estimates. Based on the results of the planning study, it was determined that a new Activity Center would best fit the needs of the community.

Following completion of the study, SFS was engaged to provide architectural services for the development of the 88-acre Meadowbrook Park. The park is part of a larger redevelopment effort aimed at transforming the former Meadowbrook Golf and Country Club into a mixed-use community. The park will include a variety of active and passive recreational amenities. Architectural elements designed by SFS as part of Phase 1 include the grand pavilion, a restroom building and three picnic shelters. Other park elements include pickleball courts, playgrounds, open play areas, activity lawn and trails.

In addition, SFS provided architectural design services for a new 12,000 SF activity center within the park. The activity center includes several multipurpose rooms of varying sizes, a banquet/events space that can seat up to 300, a catering kitchen, a lobby/prefunction space, administrative offices and handicap accessible restrooms available to the public. It was extremely important to maintain the topography and natural aesthetic of the former golf course.

The 350 SF park restroom building is sited to minimize disruption to the natural context but also allows visibility for improved safety and security for park patrons. It includes four unisex restrooms with lavatory and toilet, changing station and child seat, a drinking fountain and skylights. A series of design options were developed for consideration, including a concrete building and a stone structure. Both options were developed to complement other park structures.







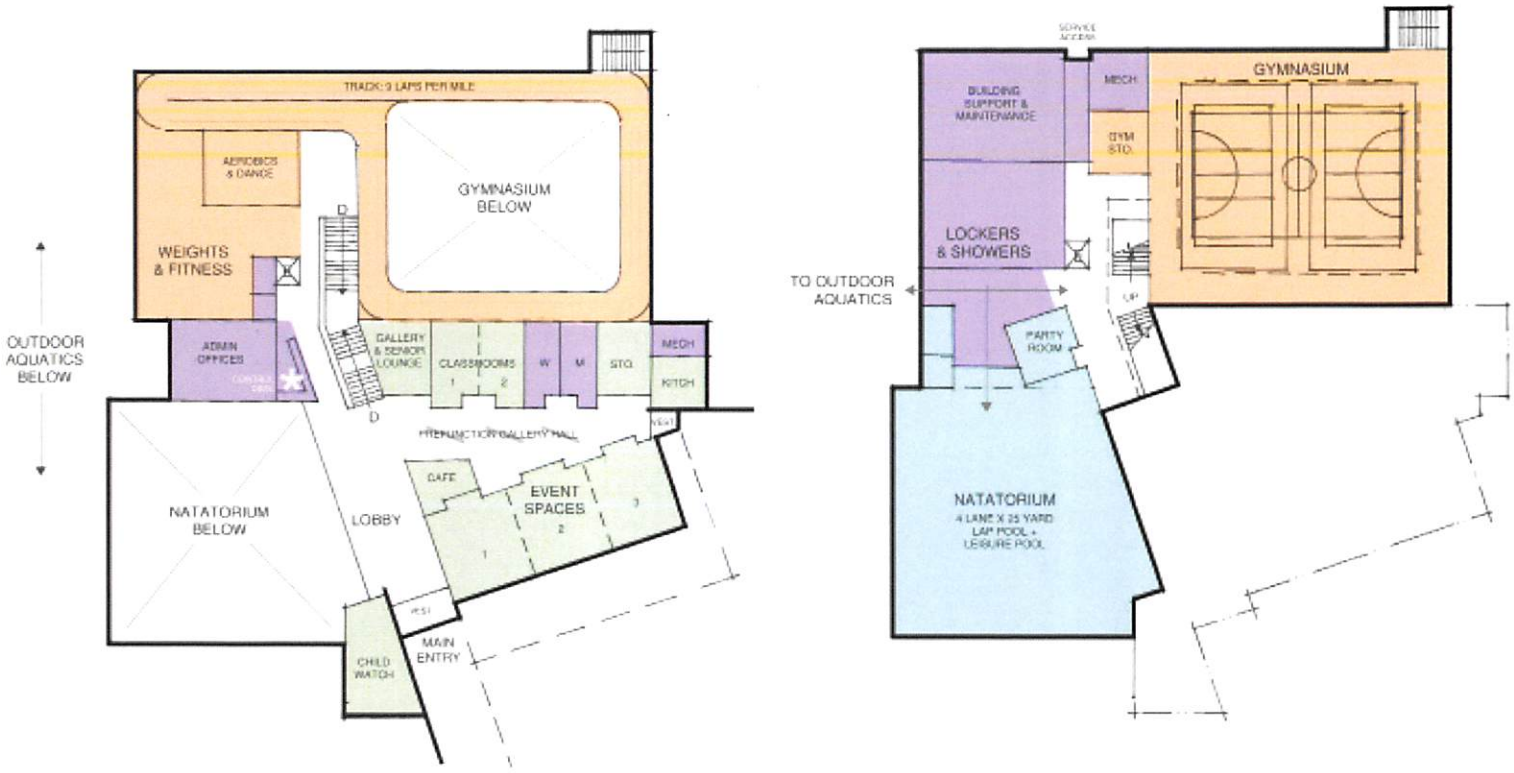

TEAM MEMBER INVOLVEMENT
SFS Architecture
Smith & Boucher

COMPLETION DATE
Summer 2019

CONSTRUCTION VALUE
$8.3 Million

PROJECT SIZE
82 Acre Park
Activity Center (12,000 SF)

DESIGN AWARDS
Capstone Award for Community Impact,
Kansas City Business Journal




# Merriam Recreation Facilities Master Plan and Feasibility Study

Merriam, Kansas

### Recreational Facilities Master Plan

SFS was part of a team that developed a facilities master plan for meeting the recreational needs of the Merriam community. The project included an evaluation of existing community recreational facilities: the Merriam Aquatic Center and adjacent Vavra Park, and the Irene B. French Community Center.

In addition, options for each facility were explored, including modernization to meet modern standards and codes, as well as replacement of existing facilities with new amenities. The team engaged the public throughout the planning process in a variety of ways, including a statistically valid survey, public workshops and focus groups.

Based on the planning process, the team recommended replacement of the existing facilities with a new complex in Vavra Park featuring a new community recreation center with both indoor and outdoor aquatics.

After exploring the community's interest and ability to provide both indoor and outdoor aquatic amenities as part of the new complex, funding options were explored which ultimately led to a successful referendum with minimal tax increase.

### Irene B. French Community Center Feasibility Study

Subsequent to voter approval for funding new construction of a community center, the SFS team was recently engaged to perform a study on the existing historic school building that previously served as a community center. This building consists of four building periods beginning with the original 1911 school building. Later additions include the 1938 gymnasium addition, the 1951 kitchen and classroom addition and the 1989 entrance and elevator/stair addition. Because of the historic appeal of the original 1911 school building, the City desired to understand the impacts and costs related to removing later additions and maintaining the original building for potential re-purposing. This involved architectural and structural analysis to assess the physical ramifications of the removal strategy and stabilization of the original building. In addition, the SFS team performed a mechanical/electrical/plumbing analysis to determine how the remaining building will be served for mechanical/electrical/plumbing infrastructure service. A detailed opinion of construction cost was provided for the identified actions. This information will be utilized by the City to make informed decisions on the financial feasibility for re-use of this structure.







TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
2017 (Master Plan)
Ongoing (Feasibility Study)

CONSTRUCTION VALUE
To be determined

PROJECT SIZE
To Be Determined



## Government Services Center

Bonner Springs, Kansas

SFS prepared a master plan for the new Bonner Springs Government Services Center including an existing facilities and site assessment, preparation of a space needs program through 2028, and development of concept plan options. Key department heads, administration and stakeholder members were interviewed to understand current and anticipated needs and the related space requirements for Police, City Clerk, Community Development, Finance, Municipal Court, Administration and support spaces.

After confirming program requirements, two viable site options were selected and evaluated for further development: a greenfield site option and an existing City owned site location (1918 school building). A public forum was held in conjunction with this planning exercise with feedback incorporated into the preferred concept design.

The preferred concept includes the adaptive reuse of the 1918 City-owned school building for the City Hall and new construction for the Police Department on the existing City-owned site. Since historic tax credits are being pursued, the adaptive reuse of the 1918 school building into a new City Hall entails the careful study of the building's original significant spaces and features so the treatment of the historic spaces and finishes meets the Secretary of the Interior's Standards for Rehabilitation.

The design of the new stair and elevator addition to City Hall as well as the new Police Facility complements the existing 1918 building yet speaks of its time. The main entrances of both buildings face a new public parking and pedestrian plaza that visually connects both facilities.









TEAM MEMBER INVOLVEMENT
SFS Architecture
Bob D. Campbell and Company

COMPLETION DATE
Fall 2020 (estimated)

CONSTRUCTION VALUE
City Hall: $7,001,876 (estimated)
Police Station: $5,330,184 (estimated)

PROJECT SIZE
29,650 SF (City Hall)
13,800 SF (Police Station)



# Civic Park Improvements: Alligator's Creek Aquatic Center + Krekel Civic Center

O'Fallon, Missouri

SFS Architecture collaborated with the City of O'Fallon to plan and design improvements to Civic Park, including a new Civic Recreation Center building and the renovation/ expansion of existing Alligator's Creek Aquatic Center.

A new, 14,000 SF single-story buiding was designed to replace the existing pool bathhouse facility. It includes gathering and general spaces for reception; lobby/lounge; multi-purpose room with catering kitchen; child watch space; vending area; restrooms; and storage. Administrative offices include private offices; open office area; conference/ break room; storage and equipment room.

SFS also designed a 3,600 SF bathhouse building at Alligator Creek Aquatic Center. The new facility includse concessions and vending; shower/restroom and family changing area; staff/first aid room; and general storage.

The expansion of Alligator's Creek Aquatic Center includes a lazy river addition; redesigned pool equipment/pump room; new spray pad for small children; conversion of existing current channel to open water approximately 3-4 feet deep; and natural landscaping.

The project also involved stormwater management facilities, park shelters, playground, spray ground and the expansion or reconfiguration of the three existing parking lots as well as an overflow parking lot.








TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates

COMPLETION DATE
Krekel Center: September 2018
Aquatic Center: May 2018

CONSTRUCTION VALUE
$7.8M

PROJECT SIZE
Krekel Center: 14,000 SF
Aquatic Center Bathhouse: 3,600 SF




## Heckart Community Center

Sedalia, Missouri

The SFS team worked with the City's core team, including the construction manager, to develop preliminary plans and concept design for a new community center. As part of the planning effort, the team refined the space program (previously developed by SFS in a 2016 feasibility study), developed site and building concepts, prepared cost information and generated marketing material and images for presentation to the public prior to the August 2019 referendum, which passed overwhelmingly. Subsequent to the successful referendum, SFS provided full design services for the new facility.

The 78,000 SF multi-purpose community center is planned for a prominent downtown site and will feature facility administration space, a community events/ convention hall and commercial kitchen, the Sedalia Senior Center, child watch area, arts and crafts room, aerobics/dance studio, gymnasium with basketball/ volleyball/pickleball courts, an elevated running/walking track, weights and fitness area, party rooms and indoor aquatics.

Aquatic features include zero-depth entry, a play feature, lap lanes, diving well, a current channel, a slide and hot tub. A partnership with Sedalia High School allowed for the design of an eight-lane, 25-meter lap pool, diving well and bleachers.

As part of the project, the team also planned for a potential wellness center partnership that would add health and wellness space and a therapy pool to the center.








TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates
Bob D. Campbell and Company

COMPLETION DATE
December 2021 (estimated)

CONSTRUCTION VALUE
$20 Million (estimated)

PROJECT SIZE
78,000 SF




# Excelsior Springs Community Center + Aquatics

Excelsior Springs, Missouri

The SFS team conducted a feasibility study to develop a full business plan, facility program, conceptual design and cost estimates for a new community center in Excelsior Springs. The process included market analysis, working with the City's Core Steering Team as well as a larger Citizens Committee to guide decision making, and full business planning services including operations pro forma to determine cost recovery levels for the facility. SFS also provided community interface services including on-line citizen input and public meetings/forums. In April 2014, the citizens of Excelsior Springs voted on a sales tax referendum to fund the construction of the new community center.

Following the successful referendum, the SFS team proceeded with design and construction phase services for the new community center. In partnership with the Excelsior Springs School District, the 50,000 SF center is located on a highly visible and accessible site shared with the High School, Middle School and Performing Arts Center. Program components include divisible multi-purpose community events hall and catering/teaching kitchen, intergenerational center, party room, child watch area, member service desk, offices and support space, racquetball courts, aerobics/dance studio, gymnasium with elevated walking track, weights and fitness area, and indoor aquatics.

SFS has worked with the community to develop conceptual plans for the outdoor aquatic center to be located adjacent to the new indoor aquatic facility and will economically share shower and locker facilities with the center.







TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates
Avant Acoustics

COMPLETION DATE
August 2016 (Community Center)
February 2018 (Phase 2 Aquatic Center Design)

CONSTRUCTION VALUE
$15.3 Million (Community Center)
$5 Million (Phase 2 Outdoor Aquatic Center)

PROJECT SIZE
50,000 SF Multipurpose Community Center with Natatorium

DESIGN AWARDS
Merit Award - Interior Architecture, American Institute of Architects - Central States Region; Capstone Award for Architectural Design, Kansas City Business Journal; Keystone Award for Economic Development, Clay County Economic Development Corporation; Merit Award, International Interior Design Association - Mid America Chapter; Best of KC City Center, International Interior Design Association - Mid America Chapter; Developments of Distinction Award, Urban Land Institute Kansas City; Business of the Year Award, Excelsior Springs Chamber of Commerce




## Lake Olathe Park Master Plan and Phase 1 Improvements Olathe, Kansas

As part of a multidisciplinary design team led by Confluence, SFS collaborated on the development of master plans for two of Olathe's premier community parks: Lake Olathe Park and Cedar Lake Park. Through extensive stakeholder and community engagement, the master plans establish a vision for the parks and outlines phased improvements. Following approval of the plan, SFS provided architectural design services for several new park structures at Lake Olathe, including:

**The Landing** - This building is designed as a rentable event space for a capacity of approximately 200 people. It has a larger event space, private dining space (that can also be used as a bridal preparation space), bar, catering kitchen, and restrooms.

**Marina + Beach Pavilion** - This building serves the dual purpose as both access to watercraft rental and entrance to beach. The Marina building is primarily for watercraft storage. The Beach building is for admissions, life guard office, concessions and restrooms.

**Beaver Shelter** - This building is an existing large open air shelter. It will be renovated to better unify with the new buildings.

**Beaver Shelter Restrooms** - This building will provide permanent restrooms and storage, adjacent to the Beaver Shelter.

**Fishing Pavilion** - This building is a shelter that is on the water's edge for fishing, fish cleaning, and picnicking.

The underlying design theme of the structures is to have a common and unifying architectural character. Though each building has its own specific function, building roof forms and material applications unite them with other lake/park structures, land forms, and signage, creating an overall consistency between the architecture and the park landscape. By integrating natural, native stone, expanses of glass and openness, overlooks, decks, and pathways, the structures provide a strong visual connection to both ground and water.

Phase 1 improvements also include the construction of Cedar Creek Trail, a 2.5 mile asphalt route connecting Lake Olathe and Cedar Lake.







TEAM MEMBER INVOLVEMENT

SFS Architecture

COMPLETION DATE

Master Plan: September 2016
Phase 1 Construction: May 2019

CONSTRUCTION VALUE

$15 Million

PROJECT SIZE

378 Acres (includes 170 water acres)
The Landing/Marina Pavilion: 6,500 SF
Beaver Shelter: 3,755 SF
Beaver Shelter Restrooms: 1,154 SF
Fishing Pavilion: 1,173 SF

DESIGN AWARDS

Merit Award for Design (Unbuilt)
American Society of Landscape Architects
- Prairie Gateway Chapter




# Olathe Community Center at Stagecoach Park

Olathe, Kansas

SFS was part of a multi-disciplinary team that collaborated with the City of Olathe to design a new community center in Stagecoach Park. The community center is designed to create strong relationships between interior and exterior space through site orientation, views and connecting spaces such as canopies, patios and sundecks. The architecture complements the existing fabric of the Olathe community and the natural beauty of the park as a composition of wood, stone, and glass under a sweeping curved roof.

Indoor recreation components include multi-activity court gymnasiums, elevated walking/jogging track, fitness center, aerobics and dance studios, locker rooms, and a natatorium that includes a beach-style leisure pool, flume slides, lap swimming, rope climbing, and bouldering walls. The center also includes community center administration offices, a divisible community room/event hall and catering prep kitchen, children's party rooms, a child watch area with indoor play, and a spacious lobby social space overlooking the park.

Site features include ample parking, pedestrian trail connections, adventure playground, sprayground area and adjacent patio spaces and interpretive park areas that extend the use of this facility into the surrounding park environs. Extensive design and planning efforts were undertaken to properly nestle this proposed facility and related site improvements into the existing passive park's rolling terrain, mature trees, and water features.









TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
July 2014

CONSTRUCTION VALUE
$23,584,839

PROJECT SIZE
41 Acre Park
72,000 SF Community Center

DESIGN AWARDS
Developments of Distinction Award, Urban Land Institute - Kansas City

Capstone Award for Achievements in Real Estate - Community Impact, Kansas City Business Journal

Honorable Mention, Construction Specifications Institute - Kansas City



# Northland Regional Community Center Feasibility Study

Kansas City, Missouri

The SFS team completed a business plan and feasibility study for the Kansas City Parks and Recreation Department to assess the need for a regional community center in the Northland.

The team developed a detailed work plan for community engagement that utilized focus group discussions, stakeholder workshops, and community input to develop a building program that responds to the needs of the Northland community. This program was then used to develop a pro forma to determine cost recovery through potential incoming revenue and expenditures of the center.

Citizen input was gathered from both community open house meetings and a customized online community input website (Mindmixer.com). This input was used to validate and update previous studies and surveys as well as the program that was developed by the stakeholder group through the work shop process.

Two other significant components of the study included site evaluation and strategic partnership evaluation. Through our partnership discussions, we were able to identify shared needs and goals between stakeholders to potentially leverage capital and operations dollars.

The study culminated in a feasibility study report and a business plan which KC Parks will use to determine the appropriate path forward to meet the needs of the growing population north of the Missouri River in Kansas City and the surrounding areas.

TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates

COMPLETION DATE
2014

CONSTRUCTION VALUE
$21.3 Million (estimated)

PROJECT SIZE
96,426 SF



# UG Healthy Campus / YMCA Community Center Planning

Kansas City, Kansas

As part of the Healthy Campus Initiative developed by the UG, SFS Architecture provided site planning, program development, conceptual design and cost estimating for Block 1 of the Healthy Campus to be located between Minnesota Avenue and State Street and between 10th and 11th streets in downtown Kansas City, Kansas.

The new Healthy Campus is part of a larger redevelopment plan to create healthy amenities for residents as well as serve as an economic development catalyst for the Downtown Parkway District.

Planned elements of the Healthy Campus include a community center, parking deck and plaza, grocery store, retail pedestrian walkways, streetscape and greenspace. A cohesive design language has been developed to tie together all elements within the block.

SFS assisted the UG in exploring multiple options for a new community center to be operated by the Greater Kansas City YMCA. Because of challenges to fund construction and operations of the facility, at this time there is not an option to build a new downtown YMCA.

TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
2017

CONSTRUCTION VALUE
$12 Million (estimated)

PROJECT SIZE
44,951 SF




## Downtown Salina Fieldhouse

Salina, Kansas

The Downtown Salina Fieldhouse is more than simply a recreation center. The new 65,000 SF indoor, multi-season, multi-sport fieldhouse not only provides much needed space for community recreation, youth and adult sports tournaments and special events, but is also projected to play a key role in the revitalization of the community's downtown district.

Based on existing information provided by the City, the SFS team conducted interactive program confirmation sessions to build consensus and develop conceptual construction costs for the new fieldhouse to be located in Downtown Salina. The team prepared schematic design options for the site and building, including a 3 dimensional model to illustrate the scale and function of the building. The team further developed materials for use in community engagement.

The layout features basketball courts convertible into volleyball courts. This space can also transform into a 20,000 SF turf area for one regulation indoor soccer or flag football field. Drop down batting cages and pitching tunnels are also featured.

Key criteria addressed in the fieldhouse design include flexibility, playability, integration with Downtown Development, sustainability, affordability, the existing program model, and other important stakeholder issues.

TEAM MEMBER INVOLVEMENT
SFS Architecture
Ballard*King & Associates

COMPLETION DATE
August 2017

CONSTRUCTION VALUE
$7,151,721

FACILITY SIZE
65,000 SF



# Columbia Fieldhouse at Philips Park

Columbia, Missouri

SFS Architecture collaborated with the City of Columbia to design a new 41,000 SF fieldhouse facility at the northern edge of the 140-acre A. Perry Philips Park.

The new fieldhouse, Phase 1 of a master plan also developed by SFS, features four athletic courts designed to accommodate basketball, volleyball, pickleball and other potential indoor sports throughout the year; an elevated walking track; three administration office suites; two multipurpose rooms; concessions; restrooms/changing rooms; and associated storage and mechanical spaces.

Phase 2 and Phase 3 are master planned to include two 40,000 SF expansions to accommodate a total of eight basketball courts, four indoor tennis courts and potentially an indoor soccer field. The expansions are anticipated to connect to Phase 1 via a designated hallway or connection point, allowing the future building(s) to be connected to the existing facility to form one control point for the entire facility.

Additional amenities will include outdoor athletic fields, shelters and associated parking.

TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
October 2019 (Phase 1)

CONSTRUCTION VALUE
$5.4 Million (Phase 1)

PROJECT SIZE
140 Acre Park
41,000 SF (Phase 1 fieldhouse)
40,000 SF (Phase 2 expansion)
40,000 SF (Phase 3 expansion)
121,000 SF (Total All Phases)




# Historic Truman Depot Restoration + Pacific Avenue Trail

Independence, Missouri

SFS is providing design and construction documentation for the restoration of the historic Truman Depot Amtrak Station, which is known for its affiliation with President Harry Truman's Whistle Stop Tour and is listed on the National and Local Register of Historic Places. Improvements will include accessibility, physical improvements, HVAC and electrical upgrades in a manner that preserves the historical integrity of the depot and continues the current function as a train station. A new visitor center will house the Whistle Stop Museum.

In addition, a new shared pedestrian/bicycle trail along Pacific Avenue will connect the Truman Train Depot with the existing National Frontier Trails Museum Complex (also designed by SFS). The new trail will allow pedestrians and cyclists to utilize both facilities while providing an easily accessible and safe route for visiting train passengers.

All restoration measures comply with the Secretary of Interiors Standards for Restoration, State Historic Preservation Office and the Independence Heritage Commission.

TEAM MEMBER INVOLVEMENT
SFS Architecture

COMPLETION DATE
April 2020 (construction documents)

CONSTRUCTION VALUE
$434,600 (estimated)

PROJECT SIZE
2,950 SF




# Historic Missouri State Fairgrounds Improvements

Sedalia, Missouri

SFS provided building condition assessments and architectural services for the renovation/restoration of three facilities at the Missouri State Fairgrounds: the Coliseum Building, Womans Building and West Campgrounds. The facilities are three of 66 structures comprising the 215-acre fairgrounds, which is a designated National Historic District and is listed on the National Register of Historic Places.

Improvements to the 4,800 SF Womans Building, built in 1910, include: roof replacement; window replacement; masonry restoration; exterior lead paint abatement; restroom renovations to improve accessibility; and upgrades to the building's electrical, plumbing and HVAC systems. In addition, SFS explored options for an elevator and stairway addition.

Renovation of the 26,977 SF Missouri State Fair Coliseum building, constructed in 1906, includes: roof, gutter and masonry repairs; brick restoration/ tuckpointing and terra cotta repair; exterior painting; replacement of exhaust fans; window and door replacement and repair; a new concrete floor; and accessibility upgrades.

Improvements to the 60-acre West Campgrounds include replacement of water service lines, lift stations and water towers serving the dump stations; replacement of electric service system and equipment,among others.

A collaborative effort among the SFS team, State of Missouri, State Fair Staff, and State Historic Preservation Office created design solutions that maintain the historical integrity of the existing structures and the overall Historic District.

TEAM MEMBER INVOLVEMENT
SFS Architecture
Bob D. Campbell and Company

COMPLETION DATE
2018

CONSTRUCTION VALUE
$5,027,334

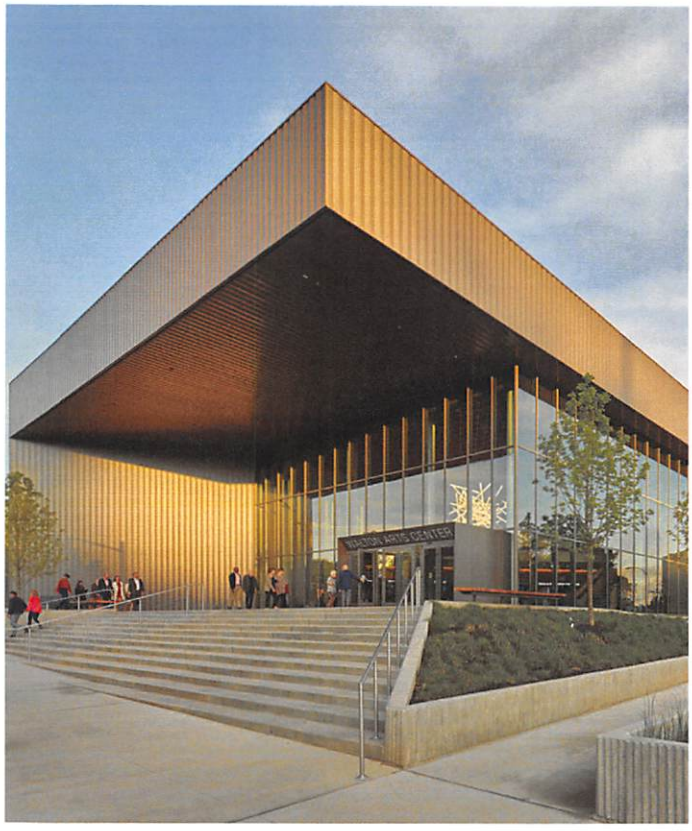
PROJECT SIZE
26,977 SF (Coliseum Building)
4,800 SF (Woman's Building)
60 Acres (Campgrounds)

DESIGN AWARDS
Preserve Missouri Award,
Missouri Preservation

## Webb Mgmt / Arts and Cultural Facilities, Renovations and Reuse

Webb Mgmt has deep experience with projects that address cultural arts and civic center feasibility, cultural district development and reuse, renovation and expansion. We also have a substantial amount of experience working in Missouri.

Cultural and Civic Feasibility Analysis for Downtown Westminster, CO
Worcester Auditorium Visioning Workshop, Worchester, MA
Chateau Theatre Reuse Study, Rochester, MN
Center Theatre Renovation Study, Monroe, NC
Renovation Plan for the Peterborough Town House, Peterborough, NH
M+T Bank Pavilion Renovation Study, Baltimore, MD
Scottsdale Destination Event Feasibility Study, Scotttsdale, AZ
Needs Assessment for Pompano Beach Facilities and Cultural Programming, Pompano Beach, FL
White Eagle Hall Business Plan, Jersey City, NJ
City of Round Rock Arts and Culture Strategic PlanRound Rock, TX
Colonial Theatre Expansion Demand Study and Business Plan, Phoenixville, PA
Missoula Performing Arts Facilities Feasibility Study, Missoula, MT
Cultural Plan Update for the City of Lee's Summit, MO
Gladstone Cultural Master Plan, Gladstone, MO
Kirkwood Performing Arts Center Feasibility Study, Kirkwood, MO
Kauffman Center for Performing Arts Fundraising Strategic Plan, Kansas City, MO
University of Missouri Performing Arts Facilities Feasibility Study, Columbia, MO
St. Louis Arts Facilities Master Plan, St. Louis, MO
St. Louis Symphony Powell Hall Renovation Feasibility Study, St. Louis, MO



## Walton Arts Center

Fayetteville/Bentonville, Arkansas

With facilities at capacity and a potential to develop programs and spaces that could serve regional communities and partners, Walton Arts Center (WAC) leadership hired Webb Mgmt to plan for a facility expansion project in 2012. Critical to the project was the involvement of Walmart, headquartered in Bentonville, and a potential partnership with the University of Arkansas, which needed new and improved facilities for their Fayetteville campus.

Demand for space on the part of two institutional partners, latent demand for arts programming in the region and the potential to attract new, high-quality touring product to a larger capacity theatre, led to our analysis of the feasibility of a 2,000-seat formal venue in Bentonville, a 600-seat, flexible performance space in Fayetteville and ancillary support and education spaces. Our work included a thorough market analysis, extensive review of competitive facilities, a survey of user demand and an analysis of the over-arching benefits and impacts new facilities would have on the region. Business planning also included benchmarking comparable facilities that accommodated touring activity and University arts programming.

Once the facility concept was adequately modified and affirmed, we developed detailed business plans for new facilities and WAC leadership, which accounted for utilization, rentals, management, staff expansion and more. Of particular importance was setting realistic targets for utilization of the 2,000-seat theatre by Walmart and touring groups. Our final output was a pro-forma operating budget for six years of operation of the expanded facility.



## Burlington Live Event Venues Market Study

Burlington, Vermont

In 2018, Webb Mgmt was hired by the Community and Economic Development Office (CEDO) of the City of Burlington to consider whether four live event facilities, under consideration or in development, possessed the quality and capacity necessary to sustain additional arts programming in and around Burlington. One of the four development concepts was renovation of the historic Memorial Auditorium, which was being primed for operation by a private party and presentation of live events and concerts.

In considering the viability of the plans for Memorial Auditorium, we engaged local officials to learn the vision for the Auditorium and arts and culture sector, analyzed characteristics of market demographics most pertinent to arts participation, surveyed the existing supply of live event facilities and commercial touring activity in Burlington and discussed the market potential for additional touring activity with active presenters and promoters.



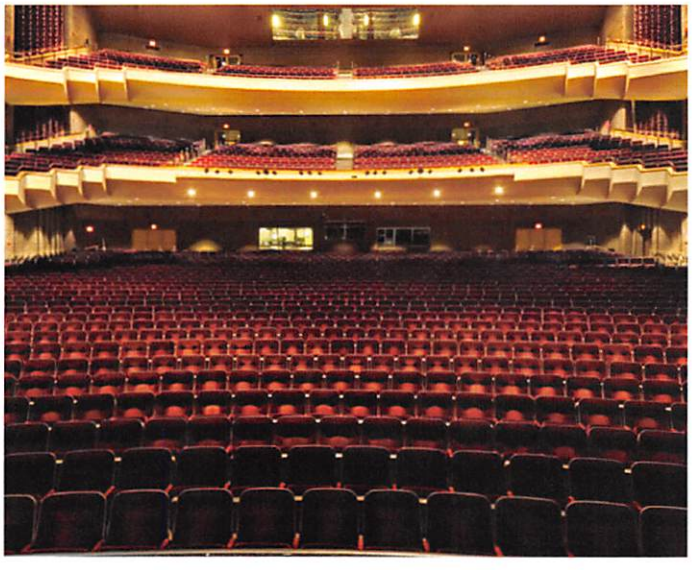
## Ovens Auditorium Study

Charlotte, North Carolina

In 2015, Webb Mgmt was hired by the Charlotte Regional Visitors Authority (CRVA) to assess the future of Ovens Auditorium. The 60-year old venue had hosted over 7,000 events and served more than 9.4 million people since its opening. With 2,403 seats, it was the largest venue of its kind in the Charlotte region. However, the facility had several physical and operational challenges that needed to be evaluated.

Realizing the facility's many physical limitations, CRVA needed guidance on how to approach renovations of the Auditorium so that it could remain a viable venue in Charlotte. Our work considered the question of how the Auditorium could and should be animated and operated in the future, in terms of potential audiences, users, surrounding facilities and the broader goals of the City of Charlotte.

We provided recommendations on how existing operations might be adjusted for a renovated auditorium and developed a pro-forma operating budget to suggest how physical and operational adjustments would affect revenues and expenses over time.



## Tulsa Performing Arts Center

Tulsa, Oklahoma

In 2018, Webb Mgmt, as part of a team led by Beck Design, was hired to create a master plan for the Tulsa Performing Arts Center. The study began with a review of the facility's operations, including detailed analyses of the Center's utilization; resident organization ticket buyer data, which addressed market potential for new programs and spaces; local and regional competition; and overall financial performance. Our analysis informed a vision and recommendations for renovation and expansion.

In a second phase of work, we developed an operating plan for the re-imagined Performing Arts Center, beginning with recommended adjustments to the existing governance structure as well as adjustments to operating policies and procedures. Our work product included detailed activity profiles and a pro-forma operating budget that reflected key changes related to programming, activity and operations.


FOUNDATION GYM
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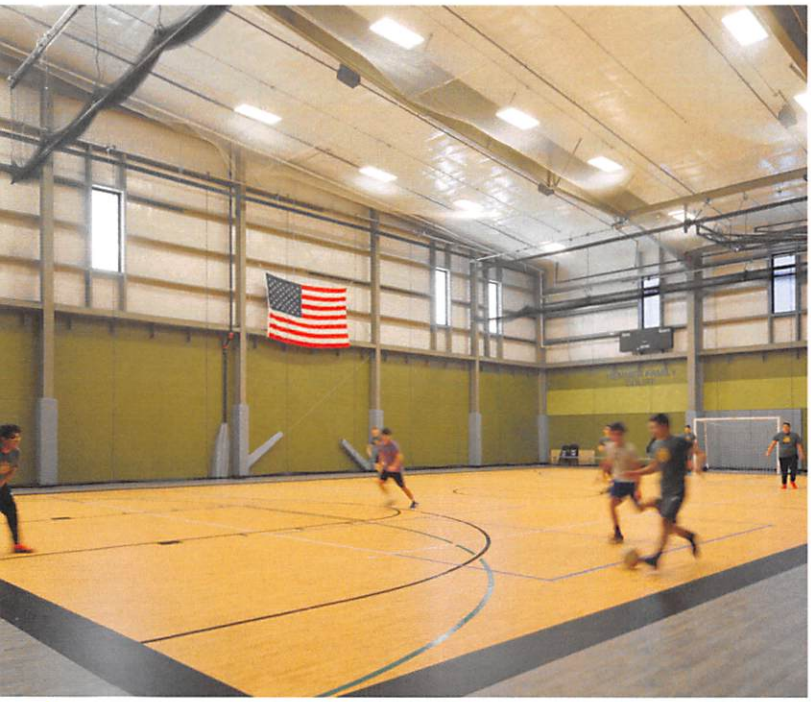
MIDDLEKAUFF FOUNDATION







# 04 REFERENCES

SFS has been recognized by its peers and industry colleagues for excellence in design, craftsmanship and artistry for numerous projects. This consistent level of excellence is backed by our disciplined cost, schedule and quality control process in place from the programming and design phases, to the production of construction documents, and through the construction administration phase.

The clients highlighted on the following pages can attest to our qualifications and performance with similar work as well as the strengths SFS will bring to your project, including our:

1. Ability to develop architectural solutions that respond to a client's vision and programmatic requirements with similar project types

2. Collaboration with civic leaders and other project stakeholders to envision and plan for renovated, restored and/or new facilities

3. Commitment to excellence in design, craftsmanship and artistry



| PROJECT NAME + LOCATION<br>FIRM INVOLVEMENT | PROJECT MANAGER | REFERENCE CONTACT INFORMATION |
|---|---|---|
| **SFS ARCHITECTURE** | | |
| **Johnson County Arts and Heritage Center, Overland Park, KS**<br>SFS Architecture, Bob D. Campbell and Company, Smith & Boucher, AVANT Acoustics, Peerbolte Creative | Original/Final:<br>Brian Garvey,<br>SFS Architecture | Danni Livingston, Director<br>Division of Planning, Design and Construction<br>Johnson County, Kansas<br>913.715.1100; danni.livingston@jocogov.org |
| **Lake Olathe Park Master Plan and Phase 1 Improvements; Olathe Community Center at Stagecoach Park, Olathe, KS**<br>SFS Architecture | Original/Final:<br>Brian Garvey,<br>SFS Architecture | Brad Clay, Deputy Director of Parks and Recreation<br>City of Olathe, Kansas<br>913.971.8618; bclay@olatheks.org |
| **Meadowbrook Park + Activity Center, Prairie Village, Kansas**<br>SFS Architecture, Smith & Boucher | Original/Final:<br>Brian Garvey,<br>SFS Architecture | Jeff Stewart, Executive Director<br>Johnson County, Kansas<br>Park and Recreation District<br>913.826.3409; jeff.stewart@jocogov.org |
| **New Civic Center, Park Improvements and Aquatic Center Expansion, O'Fallon, MO**<br>SFS Architecture, Ballard*King & Associates | Original/Final:<br>Brian Garvey,<br>SFS Architecture | Craig Feldt, Recreation Superintendent<br>City of O'Fallon, Missouri<br>636.474.8101; cfeldt@ofallon.mo.us |
| **Heckart Community Center, Sedalia, MO**<br>SFS Architecture, Ballard*King & Associates, Bob D. Campbell and Company | Original/Final:<br>Brian Garvey,<br>SFS Architecture | Amy Epple, Director of Parks and Recreation<br>City of Sedalia, Missouri<br>660.851.7675; aepple@sedaliaparks.com |
| **Excelsior Srings Community Center Excelsior Springs, MO**<br>SFS Architecture, Ballard*King & Associates, Avant Acoustics | Original/Final:<br>Brian Garvey,<br>SFS Architecture | Molly McGovern, City Manager<br>City of Excelsior Springs, Missouri<br>816.630.0752;<br>mmcgovern@ci.excelsior-springs.mo.us |
| **Columbia Sports Fieldhouse at Philips Park, Columbia, MO**<br>SFS Architecture | Original/Final:<br>Brian Garvey,<br>SFS Architecture | Gabe Huffington, Park Services Manager<br>City of Columbia, Missouri<br>573.874.7202; gabe.huffington@como.gov |
| **Historic Truman Depot Restoration + Pacific Avenue Trail, Independence, MO**<br>SFS Architecture | Original/Final:<br>Dana Gould,<br>SFS Architecture | Terry Thomas, PE<br>Independence Public Works<br>816.325.7636; TThomas@indepmp.org |
| **Historic Missouri State Fairgrounds Improvements, Sedalia, MO**<br>SFS Architecture,<br>Bob D. Campbell and Company | Original/Final:<br>Dana Gould,<br>SFS Architecture | Brad Lueke, Project Manager<br>Division of Facilities Management, Design and Construction<br>State of Missouri<br>573.751.3205; Brad.luecke@oa.mo.gov |

| PROJECT NAME + LOCATION<br>FIRM INVOLVEMENT | PROJECT MANAGER | REFERENCE CONTACT INFORMATION |
|---|---|---|
| **ADDITIONAL SUBCONSULTANT REFERENCES** | | |
| **Stormont Vail Events Center**<br>**Topeka, KS**<br>AVANT Acoustics | | Matt Rockers, Director of Operations<br>Stormont Vail Events Center<br>785.235.1986; matt.rockers@spectraxp.com |
| **Presser Performing Arts Center,**<br>**Mexico, MO**<br>Peerbolte Creative | Carl Hutcherson | Lois Brace, Executive/Artisitc Director<br>Presser Performing Arts Center<br>573.581.5592; lois@presserpac.com |
| **Liberty Center Association for the Arts,**<br>**Multiple Projects, Sedalia, MO**<br>Peerbolte Creative | Carl Hutcherson | Courtney Wilken, Program Director<br>Liberty Center Association for the Arts<br>660.827.3228; wilkenmusic@sbcglobal.net |
| **Lee's Summit Cultural Facilities Master Plan**<br>**Lee's Summit, MO**<br>Webb Mgmt | Duncan Webb | Joe Snook, Administrator<br>Lee's Summit Parks and Recreation Department<br>816.969.1500 |
| **Burlington Live Event Venues Market Study**<br>**Burlington, VT**<br>Webb Mgmt | Duncan Webb | Jesse Freedman, Projects and Policy Specialist<br>City of Burlington<br>802.540.1035; jfreedman@burlingtonvt.gov |
| **Tulsa Performing Arts Center**<br>**Tulsa, OK**<br>Webb Mgmt | Duncan Webb | Mark Frie, CEO<br>Tulsa Performing Arts Center<br>918.520.5715; mfrie@cityoftulsa.org |
| **Walton Arts Center**<br>**Fayetetteville/Bentonville, AR**<br>Webb Mgmt | Duncan Webb | Peter Lane, CEO<br>Walton Arts Center<br>479.571.2770; plane@waltonartscenter.org |

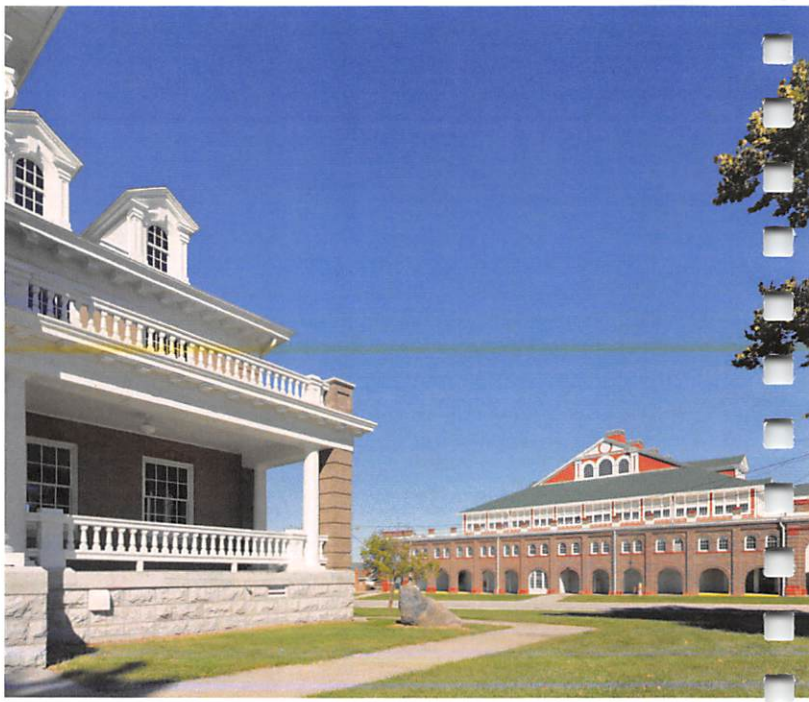
## Thank you.

You accepted a difficult challenge and have clearly excelled. Please accept our gratitude for pursuing this effort with such energy, diligence and creativity! Our appreciation extends to your entire team, of course. Many thanks to everyone.

Chad Foster
Project Manager - Johnson County Arts and Heritage Center
Johnson County Facilities Management Department








CARAMEL APPLES
POPCORN
COTTON CANDY
POPCORN
COTTON CANDY
RENTALS
NO SMOKING

# 05 PROJECT APPROACH + TIMELINE

SFS is committed to fostering a meaningful collaboration with you and the Joplin community to complete the Memorial Hall Study. To do so, the following guiding principles will guide our work. These principles provide a framework for the process outlined herein that we have tailored to meet the specific needs you have outlined in RFP No. 2020-RFP-03.




## UNDERSTAND OUR CLIENTS' WHY

We understand the primary goal of this study is to explore options for Memorial Hall to most effectively serve the needs of the City of Joplin, staff and community. Your community has previously engaged consultants to study Memorial Hall and we recognize the need to build from these as a foundation rather than start from scratch. **Our approach seeks to understand what has previously been studied and assessed, then employ efficient and streamlined stakeholder engagement while developing and evaluating a variety of concepts.** Our team offers a depth of expertise suited to this project that can be called into action as the process unfolds.

**A key element of our project approach is our understanding of successful stakeholder engagement.** We believe that input from a wide variety of staff and community perspectives is important to meet the unique needs of the project. We accomplish this using interviews and/or meetings to encourage open discussion, empathy, creative thinking and problem solving. We are extremely proud of the relationships we have built with our clients and equally proud of the community facilities we have helped them plan and develop. This process has been utilized to successfully assist our clients with short- and long-range planning of similar community facilities. Our goal is consensus. **The path to that goal is through meaningful connections and collaborations.**

## Data Collection and Documentation

To start, the SFS Team will review previous studies, master plans and other planning endeavors related to Memorial Hall or surrounding properties. Other examples of information that is useful in understanding your project include existing building drawings, maintenance records, surveys, geotechnical data, zoning maps, utility maps, current power usage, reports, etc.

## Building Condition Assessment

**The SFS Team will review all previous building condition assessments and reports for pertinent information for developing informed conceptual options and accurate budgeting.** If needed, our comprehensive team of experts will perform a thorough visual assessment of the entire building to evaluate physical conditions, including systems deficiencies, maintenance, accessibility and code compliance in addition to roofing, windows, building envelope, site, utility access, environmental (if needed), interior construction, vertical circulation, structural integrity, mechanical, electrical, plumbing, fire protection and life safety systems. Additional information on the operations and maintenance-related issues will be collected for analysis. Cost options for optional building assessments are included in our enclosed fee worksheet.

We utilize a worksheet developed for efficiently executing the field work and reporting our findings. This will allow the team to clearly document the physical and functional building conditions and identify and prioritize building repair and maintenance requirements. The information can be used by the City as accurate, impartial data while enabling staff to clearly understand existing property conditions and pinpoint high problem areas for current and future building improvement projects, including the future Cornell Cultural Center near Memorial Hall.

**Structural Systems, Building Envelopes and Roof** - The SFS Team will evaluate the building structure to identify any structural deterioration and determine compliance with standards of life safety and building code requirements. In addition, the team will evaluate building envelope items including roofs, windows, walls, doors and ceilings, to identify issues that may include assembly deterioration and water or air infiltration.

**Accessibility, Life Safety and Code Compliance Review** - As part of the comprehensive study, the SFS Team will review the building interior and exterior to identify any items in non-compliance with universal accessibility standards and identify other life safety and code issues that may pose a challenge to planning for adaptation of the building for future uses. Examples of these issued might include vertical circulation constraints and exiting requirements for emergency egress or path or travel.

**Mechanical, Electrical, Plumbing Systems** – If needed, the SFS Team will review existing maintenance reports provided by City staff relative to repairs and/or upgrades of the mechanical, electrical and plumbing systems. In addition, the team will evaluate the remaining useful life of systems and relevance in the concept options that are developed for consideration.



**The findings of these assessments will be compiled in a report that includes a prioritized improvement strategy considering the program and concept options being explored for the building.**

## Stakeholder + Community Engagement

**The SFS Team is very comfortable with and highly effective at public engagement.** We feel it is best to engage the public and key stakeholders early in the process. At this point, it is best to explain the process, timeline, and opportunities for input and feedback to allow the community to provide their initial thoughts and concern. Community meetings early in a project such as this can inform program options and concept alternatives that are explored as well. We understand that older buildings carry emotional and sentimental value in their communities. We are sensitive to this but will strive to remain objective. We believe the adaptive reuse of an existing building is one of the most sustainable strategies in the building industry, but the solution must also be sustainable in the community for this to be successful. Through thoughtful community and stakeholder engagement, we will seek clarity in what the community needs, wants, and will support for the long range. The public engagement process is ongoing, but is outlined further later in this approach as well as in our proposed schedule.

## Demographic and Market Analysis

A demographic and market analysis will be performed by the SFS Team. The purpose of this analysis is to identify patronage forecasts and estimate revenue capabilities of each alternative, whether it be a concert venue, cultural arts center, civic center, sports venue, memorial park or a combination of amenities. Important facets of this analysis include developing service areas for the new community facility alternatives, analyzing demographic characteristics of said service areas, and overlaying participation rates from the National Sporting Goods Association (NSGA) and the National Endowment of the Arts (NEA). It is important to note that the identification of service areas will be completed working in conjunction with various project partners and using the most current demographic information available.

The market analysis includes aspects of GIS planning through the plotting and mapping of age group distribution, median age, household income, market potential index and population trends. The focus is the completion of the competitive market analysis where the team will identify, review and visit each alternative service provider that exists in the identified service areas. This step of identifying potential competitors, including existing City-owned concert venues and civic centers, in the service areas is an important step when providing recommendations about similar components and the subsequent size of said components. Facility and program specific information is collected for developing an inventory matrix of facility components, fees and charges and programs. This information is also plotted on a map with corresponding service radius to help identify and visually review the saturation of existing service providers in Joplin.

Webb Mgmt will analyze the characteristics of the market demographics specific to arts participation, survey the existing supply of live event facilities and commercial touring activity in Joplin, and assess the market potential for additional cultural arts facilities.






# EXPLORE POSSIBILITIES

## Facility Programming

**A variety of program options will be explored for Memorial Hall.** We propose a workshop to review previously identified options to fully understand the background and key issues of each prior to our team developing concepts. Through this discussion there is much to learn and discover even before concept plans are created. Additional options to explore may arise and others might fall away allowing resources to be focused where the most value can be gained.

## Partnerships + Alternative Funding Sources

The SFS Team will initiate preliminary discussions with the City regarding established and potential strategic partnerships to determine synergistic program opportunities. We will look at realistic partnering opportunities and assist in the determination of cost/benefit, participation/use levels, image perceptions and management structures of those partnerships.

**Across the country, agencies are looking beyond traditional funding mechanisms and toward the use of alternative funding and partnerships to realize improvements and programming for public agencies.** Through our team's extensive experience with community facilities, we will identify various other successful models where alternative funding and multi-jurisdictional funding have been used.

Given the age and historic nature of Memorial Hall, leveraging the federal historic tax credit program may be considered to recover some specific costs. The process of designing, pursuing and documenting projects for the historic tax credit program is a tedious and detailed process requiring a thorough understanding for success. Our team is currently involved in multiple projects utilizing this program and is knowledgeable in the considerations that need to be made if this is a possibility.

## Conceptual Design: Exploring and Evaluating Options

We believe the best way to truly engage our client in a process of informed decision making is by exploring multiple options in a visual format. The SFS Team will develop concepts for the reuse of Memorial Hall and park alternatives as described in the RFP at a minimum but are always willing to look at other concepts as the process unfolds.




By reviewing a wide variety of schemes and features, we begin to understand which solutions best fit the needs and character of the Joplin community and the preferred direction will be clarified. As each solution is explored, we will ask:

- *Does it accommodate the needs of partner agencies?*
- *Does it maximize program opportunities?*
- *Does it capitalize on the unique circumstances in Joplin?*
- *Does it fit with other community strategies and initiatives?*
- *Does it meet operational and budget parameters?*
- *Does it promote the character, goals and aspirations of the community?*
- *Does it provide flexibility for growth and trends in the community?*
- *Does it meet goals for sustainable design and operations?*

The answers to these questions and more will help the project stakeholders evaluate and make critical decisions on which solution will best serve the needs of the Joplin community.

## Visualization Tools

**Our team uses state-of-the-art technology to communicate, collaborate and execute.** Throughout the planning process, we employ a variety of tools that help to visually communicate design concepts, including site plans, floor plans, renderings, animations, and virtual reality models. From the early stages of our process, we engage the project team and stakeholders in virtual explorations of the project. In our workshops, we explore ideas for site and building options in real-time – viewing the project from all angles and perspectives which enables the project team to make decisions with greater understanding and confidence. The refined concept design model can then be used as a dynamic way to help educate stakeholders and donors about the project.

## Public Participation and Community Input Process

**We believe a key to achieving consensus is a proactive and clear presentation of project information beginning early and continuing throughout the process.** We take pride in being adept at engaging the public to allow everyone the opportunity to be authors in the story of their community. The SFS Team proposes the following community engagement process starting early and will continue throughout to ensure understanding, empathy, collaboration, and consensus. We will work closely with your core project team to confirm this process is consistent with your goals for outreach and transparency.

**Meetings are the traditional cornerstone of the public engagement process, but we have had to be flexible and creative recently to stay relevant in uncertain times.** Due to limitations on physical public gatherings, we have utilized new methods for successful public engagement such as GoToWebinar, GoToMeeting, Zoom, FaceBook Live, and other virtual meeting and presentation platforms. We have been utilizing online virtual meetings for almost a decade for internal coordination so our familiarity has allowed us to comfortably facilitate meetings, interviews, discussions from early in the project design phases all the way into the construction phase without missing a beat. We have found that attendance may actually increase over physical meetings due to the flexibility virtual engagement allows.

**We would propose to hold a public meeting approximately every 3 to 4 weeks during the process.** At this time, we assume these will occur virtually. If it is safe to do so and we feel the public will engage, a traditional or hybrid physical/ virtual public meeting is also viable.

Topics of the public meetings we envision for the Memorial Hall project are as follows:

### Meeting #1: Town Hall *

*GoToWebinar is proposed and allows for live polling, public comment, and feedback moderation.*
** This meeting is intended to occur early during the - "Understanding the 'Why'" - phase of our process.*

- Introduction to the Process and Schedule
- Questions, Concerns and Open Discussion
- Preferencing Exercises
- Next Steps

### Meetings #2 and #3: Public Presentation and Feedback

*GoToWebinar is proposed and allows for live polling, public comment, and feedback moderation.*

- Review Process and Schedule
- Present Preliminary Program Options and Concepts (Meeting #2)
- Present Program and Concept Refinement (Meeting #3)
- Public Q&A

### Meeting #4+: Governing Body Presentations *

*GoToWebinar is proposed and allows for live polling, public comment, and feedback moderation.*
** This meeting is intended to occur during the - "Land Where it Makes Sense" - phase of our process.*

- Review Final Concept and Associated Draft Report
- Gather Feedback from Governing Bodies
- Public Comments (as allowed)

**We propose to create a project website where ongoing updates to the process, concepts and options may be shared and insights gained.** We leverage online survey tools such as SurveyMonkey to gather open-ended input from the community on a variety of topics. While this is not considered a statistically valid survey, our experience has shown that it is a highly valuable and relevant tool for community feedback.

Focus groups are an effective means to understand specific issues, needs and concerns of a particular user or stakeholder group. The SFS Team will assist the City in identifying participants for focus group meetings to maximize value and potentially resolve specific issues or concerns. The focus groups will identify their vision, values, and key issues providing insight from their unique perspectives. **It is important for key stakeholders to understand a variety of perspectives. This will cultivate a more robust understanding of the project goals and result in the most holistic solution.**

## methodsofengaging



## Budgeting and Cost Opinions

**We cannot emphasize enough that early and ongoing budgeting is critical to the success of any project.** A thorough draft of a comprehensive project master budget should not just include the cost of construction but estimates of all foreseeable soft costs and hard costs, too. Through our work with various types of clients on a wide variety of projects, we have developed project master budget worksheets to help our clients be real in truly understanding project costs and put them in a proactive stance for implementation.

The SFS Team utilizes our internal cost database supplemented by a cost estimating consultant to develop opinions of probable construction cost for design options. We seek feedback through a variety of construction trade partners to help validate costs as more detail is developed and frequently maintain the overall project master budget.

# LAND WHERE IT MAKES SENSE

**As the SFS Team explores opportunities with the project stakeholders, seeks a wide range of public opinion through various means and methods, and analyzes the financial estimates, we will work with you to find the right path for the project.** Based on the information gathered to date, the team will agree on one or two concepts to proceed with more detailed programming, design and cost information will be generated to confirm the recommended concept.

To confirm we have made informed and appropriate decisions, we will seek public input on the selected concept that can be used to inform the future design development if the project moves forward to implementation. Landing where it makes sense is the logical conclusion and expected results of a thorough and comprehensive due diligence process.

## Operational Pro Forma

We advocate balancing your service objectives with revenue considerations. We believe good community and park facilities offer "something for all" yet should be planned to minimize subsidy requirements. Making patron utilization projections a visible part of the early planning process can help decision making. The SFS Team has the necessary resources to develop detailed and accurate operations and maintenance projections for concert venues, civic centers and park facilities. Some of the focus areas include market analysis, operational feasibility analysis of program elements and operational pro-forma listing detailed budgets for expense and revenue projections, staffing, operating hours and scheduling, attendance estimates, fee structures and maintenance plans.

Our base scope will include a thorough demographic and market analysis performed by Ballard*King with input from Webb Mgmt. Once a direction is chosen for a concept option to be developed, our team will develop a detailed operation pro forma looking out a minimum of three years of projected expenses and revenue.

## Phasing and Implementation

**It is important for the results of any feasibility study to be realistic, actionable and achievable.** We will work with your team to outline appropriate phasing of the project.

# ENSURE SOUND EXECUTION

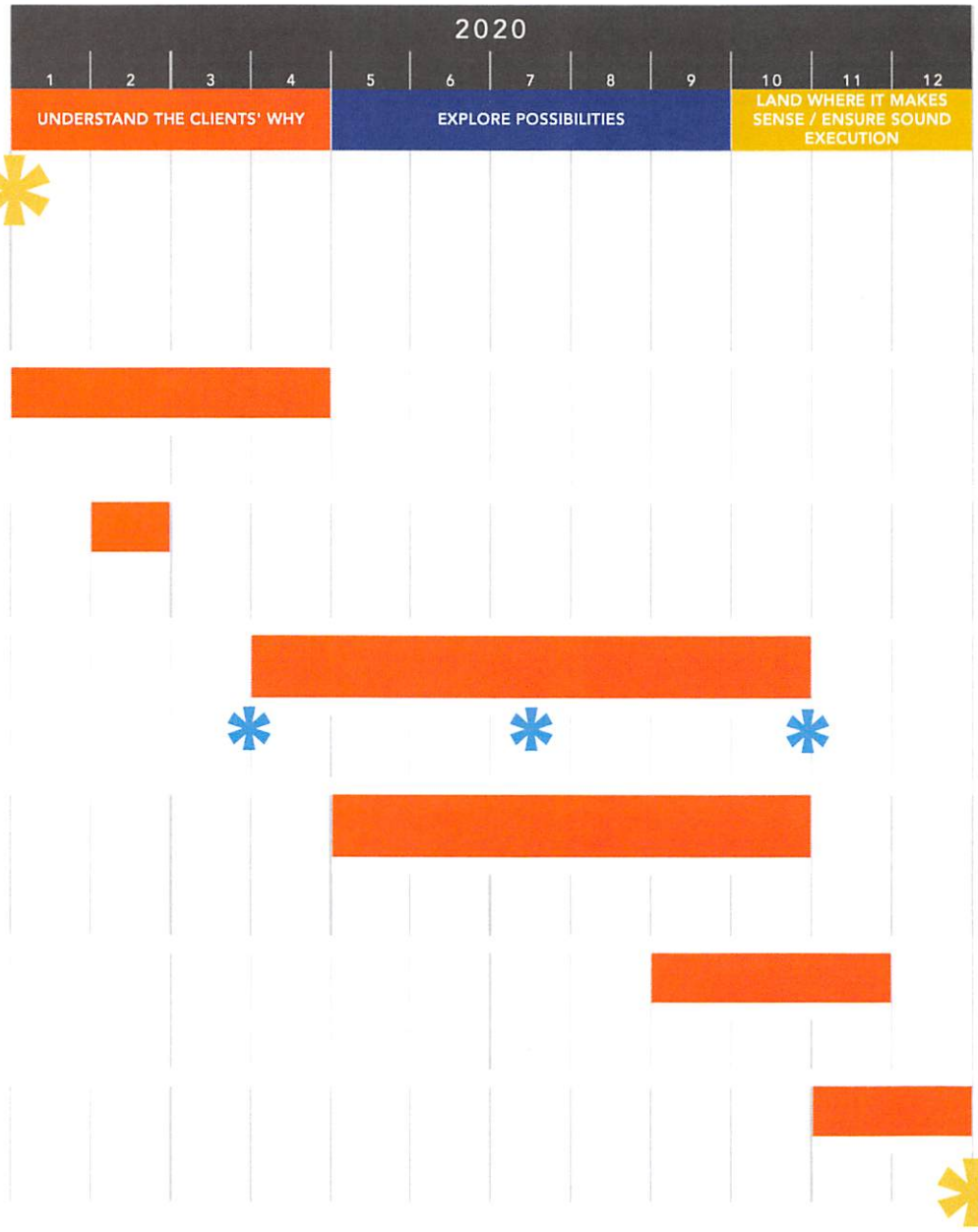
**A recommendation is thin and hollow if we fail to convey why and how we got there.** The final report will document the feasibility study including market analysis, demographic analysis, operational information, assessments and recommended concept. It will also include conceptual options and phasing options considered as well as the master budget estimated for the total project cost. In addition to the results of the study, it is equally important to document the process and feedback from the community. This is imperative in demonstrating to City leadership our due diligence in preparing a comprehensive feasibility study. Following receipt of comments on the draft, SFS will finalize, submit and present the results of the Feasibility Study to the City of Joplin.

Meeting the current and future community needs of the City of Joplin and those who will use the facilities are the results our approach seeks to achieve. Your knowledge will be very beneficial to the SFS Team in creating a complete understanding of the unique circumstances in Joplin. Combined with our knowledge of community and park facility needs, as well as creative planning solutions, this will result in a road map for success.

## Proposed Schedule

A preliminary Schedule, based on the process outlined herein, is provided below. The schedule indicates milestones for stakeholder and community engagement. Please note that our schedule and project approach are based on our current understanding of your project and can be refined and adjusted as necessary following discussions with your team. We are prepared to begin the project upon Notice-to-Proceed.

## Scope of Services




**PROJECT KICK-OFF**
- Project vision, goals, objectives
- Confirm workplan/scope
- Confirm participating agencies and partners
- Confirm time frames
- Confirm public input process requirements
- Identify potential primary and secondary services
- Setup project website

**DATA GATHERING**
- Gather/review existing studies and program information
- Conduct demographic/market analysis
- Explore partnerships and funding opportunities

**BUILDING ASSESSMENT**
- Structural assessment
- Building systems assessment (if needed)

**ACTIVE COMMUNITY ENGAGEMENT**
- Town hall meeting
- Public presentations and feedback meetings
- Community survey (online)
- Focus group discussions
- Preferred direction

**PROGRAMMING AND CONCEPTUAL DESIGN**
- Prelimary program options
- Preliminary concept diagrams
- Ongoing budget estimating
- Selection of preferred concept
- Concept and budget refinement

**OPERATIONS PRO FORMA**
- Establish final operating criteria
- Draft pro forma
- Review and discussion
- Final pro forma

**FINAL REPORT**
- Document planning process
- Document options considered
- Document final recommendations
- Prepare final graphics

**STAKEHOLDER ENGAGEMENT**

✱ Denotes potential stakeholder engagement meetings, presentations, etc.

**ADDITIONAL REVIEW MEETINGS AND PRESENTATIONS AS NEEDED**

# 06 PROJECT COST

## Proposed Scope and Compensation

### Base Scope Summary

SFS proposes the base project scope summarized below based on our proposed approach, process, and timeline for professional services:

- Virtual meetings as needed with the City and Stakeholders to discuss the project and review progress
- Up to six (6) meetings in person or virtually as conditions allow for public engagement and focus groups
- Creation and maintenance of a project website and use of the SFS SurveyMonkey tool
- Building structural assessment, life safety, code, and compliance review of existing building and surrounding site
- Demographic and Market Analysis
- Project master budget consulting and opinions of construction costs
- Conceptual design
  - Program options development
  - Concept plans and diagrams as needed to convey options for consideration
  - 3D massing studies, as needed
  - Narrative descriptions as needed for concepts and recommendations
  - Concept refinement (plans, 3D, aerial rendering)
  - Cost opinions for renovation or new construction work
- Operations pro forma showing financial projections of the selected concept
- Draft and final feasibility study
- Presentations as needed to Governing Bodies

**We anticipate the fees for this BASE SCOPE of professional services to be in the range of $120,000.00 to $165,000.00 inclusive of all anticipated project-related expenses.** The final cost of the professional services on this project will be determined by the following variables:

*Final Scope.* Review, discuss, and confirm the project scope with the key decision maker(s) at the City of Joplin to verify all goals and objectives are being adequately addressed.

*Reimbursable Expenses.* Project-related expenses will be identified in the final scoping of the project and billed as a reimbursable cost at 1.1 times the actual cost to the SFS Team. The proposed range above includes an allowance of $5000.00 for expenses such as travel/lodging expenses, reproduction, shipping, postage, and other direct expenses.

*Economy of Scale.* If the SFS Team is selected to provide professional services for both the Memorial Hall and Ewert Pool studies, there are efficiencies in having a consistent team that should reduce the combined fees of the two studies.

Alternative Scope Options indicated below are excluded from our proposal. We can work with the City to provide the cost of these items to bring additional value to the process if needed.

- Additional financial pro formas performed by Ballard*King;
- Building systems assessment (M/E/P/FP systems) performed by Smith & Boucher Inc;
- Geotechnical explorations performed by Olsson;
- Topographic and boundary surveying performed by Olsson;
- Environmental Assessments performed by a third party that is to be determined.

CITY OF JOPLIN
MEMORIAL HALL STUDY
PRELIMINARY OVERALL AVERAGE SCORE
4-Jun-20

| VENDOR NAME | SCORE | SCORE | SCORE | SCORE | SCORE | TOTAL SCORE | OVERALL AVG SCORE |
|---|---|---|---|---|---|---|---|
| Hunden Strategic Partners | 92 | 93 | 87 | 92 | 80 | 444 | 88.8 |
| DLR Group | 86 | 91 | 84 | 81 | 90 | 432 | 86.4 |
| CSL Thornton Tomasetti | 85 | 90 | 72 | 94 | 87 | 428 | 85.6 |
| Johnson Consulting | 96 | 94 | 68 | 84 | 82 | 424 | 84.8 |
| SFS Architecture | 79 | 85 | 78 | 75 | 89 | 406 | 81.2 |
| Theatreprojects | 87 | 84 | 72 | 93 | 67 | 403 | 80.6 |
| RDG | 69 | 91 | 80 | 85 | 76 | 401 | 80.2 |
| A3G Architects | 86 | 86 | 63 | 79 | 68 | 382 | 76.4 |
| Hastings Chivetta | 76 | 84 | 80 | 67 | 59 | 366 | 73.2 |
| Sapp Design | 60 | 86 | 79 | 77 | 60 | 362 | 72.4 |
| HGA | 63 | 72 | 80 | 56 | 71 | 342 | 68.4 |
| HVS | 76 | 72 | 68 | 63 | 59 | 338 | 67.6 |
| Agile Group | 49 | 57 | 66 | 75 | 64 | 311 | 62.2 |
| Marvel Architects | 65 | 65 | 52 | 61 | 52 | 295 | 59.0 |

# SUMMARY OF PRELIMINARY COMMENTS FOR RFP ANALYSIS

# MEMORIAL HALL POOL STUDY

# JUNE 5, 2020

**A3G**

- Experience in green space and parks. Very limited on their approach. No reference to successful past projects. Limited references.
- Good plan. Projects are small scale. Sufficient references. Concern about experience for this scale of project.
- Approach is simplistic. Small company with no experience with this size of project. References for small projects only.

**Agile Group**

- Bid heavy in sports projects and limited on civic or theater focus. No indication the results sought will be delivered. No past reference to renovation projects. Low confidence in outcome.
- Didn't list structural engineer. Everything is sports related.
- Vague, didn't like verbiage. Limited to sports venues, not applicable to this venue. No architect/engineer. Limited visits proposed.

**CSL**

- Innovative ideas. The projects referenced are large scale projects. They have a background in renovating historic theaters and civic centers. They reference indoor and outdoor structures.
- Very thorough in methodology. Good plan. Large scale projects. Good information provided for each project. References don't list project managers. Heavily sports oriented. Less concert hall projects.
- Holistic, top down approach. Lots of experience with big venues. Not a lot of references listed.

**DLR/CGA**

- Though CGA has a history of work with COJ and Joplin Schools projects, plus experience in evaluating Memorial Hall, in their bid there is no reference to a theater specific design team member. Who was presented is not broad enough in theatrical renovation. This project needs a deep, fresh, creative out of the box examination. Structural examination

would be fine, but transforming the use/operations with long-term sustainability not as evident. No team theatrical expertise listed in references.

- Well planned out process with qualified teams. Well documented references. Professional staff. Good timeline.
- Good, solid, well rounded plan. Has intimate knowledge of Memorial Hall. Local references provided.

**Hastings Chivetta**

- No detailed strategy, too many pictures. Process is vague at best. Limited references provided.
- Solid methodology. Only one firm from the team gives their process. Provided references, but didn't describe the project. Good staff.
- Start with client involvement, workshops, then gather information for viable options. Lots of city government experience. References for each partnering firm. Good staff.

**HGA**

- Standard proposal, but heavy in performing arts. Not clear how each RFP requirement will be distinctly handled. Description of public input is vague. References provided were heavy in university performing arts centers and lacking in community/civic space.
- No in-person public input provided. Provided relevant information from their projects. Sufficient references, but no managers. Heavy in performing arts.
- All areas of RPF addressed, specific timeline shown. Extensive in area of developing/renovating performance halls, many with universities rather than city government.

**Hunden Strategic Partners**

- Renovation thinkers on the team. Strong background in design and feasibility studies. References show a past in both renovation and new design. Theatrical production experience.
- Well thought-out plan to conduct this project. Vast amount of experience. Minimum references provided. Limited profiles of staff.
- Comprehensive thorough analysis. Extensive experience. Hands on. Not many references. Smaller staff.

**HVS**

- High-end project. Impressive projects, some include renovation and creative ideas.

- Great process. Didn't include mechanical/plumbing/electrical infrastructure. Amazing experience. Similar sized venues and age as Memorial Hall. Able references given. Assembled a great team.
- 2 phase approach. Large and small past projects. Extensive references.

**Johnson Consulting**

- Their approach seems deeper on studying the market than creativity focus on the building. Market analysis approach seems to be a standard process, not tailored to our needs. Each person on the team brings uniqueness rather than any one firm.
- Excellent plan to complete the study. Included the 2018 Tourism Study. Good research. Good examples of projects. Different size projects. References for all firms and managers. Appropriate staff.
- They concentrate on studies. Staff to evaluate just parking, which is important. References for all firms on team.

**Marvel**

- Creative presentation, great feel and concept. Strong contender based on experience. Only bid to detail studying the acoustics as part of the research. Impressive work and several skill levels. Urban-based.
- Mentioned honoring the military. Listed each team members relevance to Memorial Hall. Several references provided, but no managers. Great staff.
- Foundation is a focus on civic scale and go from there. Good experience, well-rounded. Minimum references.

**RDG**

- Diverse background of working with "hall" type projects and theaters. Limited exposure with green space projects. Strength with renovation or retrofitting projects through analysis and design experience. References were limited. Confident they could deliver a good end-result.
- Liked their plan for the project. Listed each option and how they would perform each option. Good experience. Didn't list the project manager.
- Gave recommendation on every aspect, heavy public input. Less focus on building structure analysis. Project lists limited information on scope of work. References not specific to each entity.

**Sapp Design**

- Addressed memorials in their process, but limited green space experience indicated. References didn't indicate renovation, but did show additions and new construction. Experience with local municipalities and various size projects.
- Methodology well thought out. Good experience. No references for Ballard-King. Ballard King is all aquatics.
- Focus on design with future in mind while listening to all input from client. Completed small and large projects. Limited experience listed.

**SFS Architecture**

- They have the experience for this project. Have completed projects involving multi-use and renovation. Good examples of developing community and green space as part of their projects. The team has deep expertise and local connection.
- Methodology sound and well thought out. Sufficient experience. Excellent references. Excellent team for the project.
- Goal-driven and wants to understand clients needs. Extensive list of projects. Good list of references.

**Theatre Projects**

- All around good feel about this company and their partnerships. Their described process focused greatly on the long-term use of the facility, not just preserving the building. Supporting theatrical facilities is an expertise of theirs. References show experience in how to renovate, plus adjoin the grounds and surrounding buildings into a functional part of downtown.
- Good methodology. Vast experience in theaters and performing arts. Nothing listed about parks and civic centers. References for theaters only.
- Well laid out plan. Seems to have a narrow focus just on performing arts venues.

# MEMORIAL HALL STUDY FINALIST INTERVIEW PRESENTATION

1. Introduce us to your point person/team that will lead this study.
2. Describe how you will complete the study outlined in the RFP.
3. Describe how you will incorporate public input in the process.
4. Describe your experience with this type of study.
5. Describe your past experience in completing the recommendation from the study.
6. Describe your experience with studying and transforming facilities such as Memorial Hall.
7. Describe how you determine the best use of the location now and well into the future.
8. Describe how you determine the financial sustainability of the option/recommendation.

CITY OF JOPLIN
MEMORIAL HALL STUDY
FINAL OVERALL AVERAGE SCORE
4-Jun-20

| VENDOR NAME | SCORE | SCORE | SCORE | SCORE | TOTAL SCORE | OVERALL AVG SCORE |
|---|---|---|---|---|---|---|
| SFS Architecture | 50 | 45 | 46 | 40 | 181 | 45.25 |
| DLR Group | 44 | 44 | 47 | 45 | 180 | 45.00 |
| Johnson Consulting | 45 | 46 | 44 | 40 | 175 | 43.75 |
| CSL Thornton Tomasetti | 35 | 43 | 45 | 30 | 153 | 38.25 |
| Hunden Strategic Partners | 30 | 42 | 40 | 25 | 137 | 34.25 |

# SUMMARY OF FINAL COMMENTS FOR RFP ANALYSIS

# MEMORIAL HALL POOL STUDY

# JUNE 15, 2020

**CSL**

- 13 people on the project. Legends covers sports, attraction, leisure specialists. Same type project as this. Extensive music venue experience. Convention/Civic Center experience. Great understanding of current status of Memorial Hall. Collaborative effort. Good structural analysis. Will look at market today and into the future. Good public engagement process. Good cost estimates/financial analysis. Accuracy of projections-12 above 100% and 5 below, none lower than 88%. They are about people, projects, process.
- Cost, visit site, constant communication. Assess condition of hall. Study local market, now and into future. Community wide survey, gather information from large group. Market study and site analysis. Several examples of other projects. They use ROI in their studies.
- I liked their approach. Seemed to work well together. Good experience. Projects are large scale. Lot of entertainment/music/sports venues.

**DLR/CGA**

- Local understanding of community assets, costs of projects and fund raising. Designing Cornell Complex. Discussed meetings, surveys and platform mural. 140 similar type studies, like Empire Market. Historic Building expertise. Market analysis-Rivoli Case Study. Discussed multi-use piece. 85% of studies implemented with the same team. Tax credit specialists. Good revenue projection. Stewards for project.
- Market condition, costs, costs into future. Work with stakeholders and engage community. 140 similar studies. Team approach, grounded in research and data. Look for market gaps. Future goals, building adaptability and sustainability. Team has worked together for 10 years.
- I like the specific answers to the questions. Good community engagement. Team concept, example Rivoli case study. Vast amount of experience. Good public engagement person. Familiar with Memorial Hall. Worried that they will focus on performing arts only.

**Hunden Strategic Partners**

- Host, Stay, Play. ED, tourism development focus. Helps cities bring projects to fruition. Uses Placer.ai to analyze location and foot traffic. Costs and benefits of each option.

Great approach to study. Good experience. Experience with tax credits and historic buildings. Needs analysis only on parking.

- Gather public input, surveys online, radio. Use Placer.ai, study market and structural health of building. 25 years, 700+ projects, wide range of expertise.
- Presentation was unorganized. Didn't discuss public input in their process. 30+ years of experience and worked with historic tax credits. Not good presentation.

**Johnson Consulting**

- Good process detailed in depth. Good public input tools. Good team. Good detail about other projects provided. Great experience with studies and completion of projects. Experience with tax credits and historic buildings. Good financial analysis. Detailed out each step of the plan.
- Kick-off meeting-meet with users and organizations. Assess structure, perform market analysis. Look at 100-mile radius and gather data from area. Good experience. Organized presentation.
- They answered our questions. Large phased out approach to the project. Lots of experience. Large team. Concerned about the number of people and firms on the project.

**SFS Architecture**

- Studies follow through to completion. Experience with tax credits and historic buildings. Understand public sentiment with buildings such as Memorial Hall. Good stakeholders list. Discussed economic impact. Good approach to financial sustainability piece. Great preliminary market data. Uses OPIA (Operation Performance Indicator Analysis). Great overall process. Great public input process. Neutral and objective in completing study and receiving public input.
- Set goals and objectives, assess condition of Hall. Involve community and possibilities. Build excitement in community and have community buy in for the final recommendation ahead of time. Communication is very important. Several community meetings. Gave many examples of similar projects. Covered all bases.
- Like their approach to the study. Like that they have worked with historic tax credits. Presented several similar projects they have completed. Very organized presentation. Liked their Johnson County Arts/Heritage Center, similar to Memorial Hall. Wish they had a little more local aspect to team.

# NOTICE OF REQUEST FOR PROPOSAL

## REQUEST FOR PROPOSAL NO. 2020-RFP-03

# MEMORIAL HALL STUDY

**RFP Due Date: 10:00 A.M., May 29, 2020**

**Location:** City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

**Staff:** Paul Bloomberg, Parks Director
**Email:** pbloombe@joplinmo.org

**Phone:** 417-625-4750

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Proposals will be received by the Parks 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 24, 2020**
Issue Date

## 1.0 SCOPE OF WORK

### 1.1 Purpose

The City is interested in obtaining the services of a consulting firm to perform a study about the future possible uses of Memorial Hall. The City is interested in a qualified firm capable of taking a creative and innovative approach to reviewing the needs of the community, the possible future options for Memorial Hall, while obtaining open-ended public input about the options. The City is soliciting competitive proposals to perform this study.

It is the goal of the City to obtain public input, while utilizing industry knowledge, to provide information to assist the city in determining the best recommended use of Memorial Hall on behalf of the community well into the future.

### 1.2 Background

Memorial Hall is located at 212 West 8th Street in Joplin. Memorial Hall is Joplin's only Veteran's Memorial and Community Center with a seating capacity of 2,750.

According to Joplin Globe archives, city officials first began considering plans for a war memorial in November 1918. In January of 1920, the Robert S. Thurman post of the American Legion and the Women's Auxiliary began preliminary plans for a campaign to provide Joplin with a suitable memorial hall in honor of the men who served in the war against Germany. In a special election in July of 1923, Joplin voters approved a proposal for issuing bonds to provide for the construction of Memorial Hall. The election effort was sponsored by the American Legion. Members of the Joplin City Commission informally approved school property at 8th Street and Joplin Avenue as the site for a new Memorial Hall in October of 1923.

In August of 1924, construction of the $250,000 Memorial Hall began. A.S. Greenwell was awarded the contract for construction of the Hall. He was quoted as saying, "The building may be used as an opera house and convention hall. The auditorium will seat 4,110 persons. The stage will be larger than that of Joplin's largest theater. The auditorium will measure 187 feet long, running north and south, and 140 feet wide. On the first floor, plans call for a seating capacity of 2,497 persons. The entire auditorium, balcony and stage, are designed to be as magnificent as a building constructed for the purpose of an opera house alone." Plans called for a two-and-a-half story structure, covering almost the entire site between Joplin and Wall Streets and Eighth street to within a short distance of Ninth street. The front will face Eighth street. The front entrance will support four massive pillars and contain five double-door entrances.

A large crowd attended ceremonies dedicating the new Memorial Hall in October 1925. The News Herald stated, "In a spirit of patriotism and reverence, Joplin's Memorial hall was dedicated yesterday. Built as a tribute to the sacrifices of those who served their country in time of war, the massive structure was consecrated in peace. The building was dedicated as a monument to three generations of defenders of the flag." Quarters in the new Memorial Hall were set aside for use by the Robert S. Thurman Post, American Legion, and Auxiliary when the building was opened in 1925.

Utilization of Memorial Hall has evolved through the years as needs have changed through the reflection of our changing community. The utilization will also be impacted with the addition of the future Cornell Cultural Center being built in front of Memorial Hall.

### 1.3 Study Requirements

The study will evaluate and answer the following items:

A. Provide a current structural analysis of Memorial Hall.

B. What is the appropriate use of Memorial Hall or this area in general? Can our community support the facility as a concert venue, considering the current arrangement with Connect2Culture for Memorial Hall and their plans for the facility? Should Memorial Hall be remodeled for a different purpose, such as a multi-purpose civic center providing space for community/civic use, parks department programming, meeting space, limited sports programming space, usage by veterans group, small convention space opportunities, and/or emergency operations use? Are there other possible uses?

C. Analyze and discuss what is available in the community for concert type venues, such as Missouri Southern State University facilities, Joplin R-VIII School District facilities, the surrounding casino's, and the Cornell Cultural Center.

D. Analyze and discuss what is available in the community for civic uses or meeting space, etc.

The study will also analyze and provide detailed information about the following options for possible future uses at this location:

A. If the study determines that a 2,000-seat concert venue is the recommended use of the facility for the community, renovate Memorial Hall as primarily a concert style venue. Analysis shall include the following information:
    1. Provide detailed estimated cost of this renovation.
    2. Provide a description of the work required for this renovation.
    3. Evaluate and describe parking requirements and availability for this option.
    4. Provide a detailed estimated 3-year projected revenue and expenses for this option.

B. If the study determines that a Civic Center is the recommended use of the facility, renovate Memorial Hall into a Civic Center venue. Analysis shall include the following information:
    1. Provide detailed estimated cost of this renovation.
    2. Provide a description of the work required for this renovation.
    3. Evaluate and describe parking requirements and availability for this option.
    4. Provide a detailed estimated 3-year projected revenue and expenses for this option.

C. If the study determines that the recommended use of the facility is a combined Civic Center and Concert Venue, renovate Memorial Hall into a combination Civic Center/Concert Venue. Analysis shall include the following information:
    1. Provide detailed estimated cost of this renovation.
    2. Provide a description of the work required for this conversion.
    3. Evaluate and describe parking requirements and availability for this option.
    4. Provide a detailed estimated 3-year projected revenue and expenses for this option.

D. If the study determines a Memorial Park for Veterans is the recommended use at the location, renovate Memorial Hall into a Memorial Park for Veterans. Analysis shall include the following information:
    1. Evaluate and describe other potential uses of the property, in addition to the Memorial Park, such as a future Discovery Center and/or Museum.
    2. Provide detailed estimated cost of the demolition of Memorial Hall and construction of the Memorial Park.
    3. Provide a description of the work required for this renovation.
    4. Evaluate and describe parking requirements and availability for this option.
    5. Provide a detailed estimated 3-year projected revenue and expenses for this option.
    6. Provide available meeting space for legion meetings.

E. If the study determines this site is not the best location for a Civic Center, evaluate the need for a Civic Center at another location in the community with the exact site to be determined at a later date.
    1. Provide detailed estimated cost of this option.
    2. Provide a description of the work required for this option.
    3. Evaluate and describe the best long-term usage of such a facility.
    4. Rank the best geographic location for such a facility.
    5. Define the recommended size of land required for this option.
    6. Define the recommended size of the facility based on the recommended usage.
    7. Provide a detailed estimated 3-year projected revenue and expenses for this option.

F. Any other options. Please include the same type of information requested in the other options detailed above.

Consultant will obtain public input about the options throughout the process. Public response shall be included in the options listed above and detailed in the final report. Final report will be presented to City Council by Consultant.

### 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 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.

## 1.5 Administrative Requirements

### 1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the April 24, 2020 RFP issue date are subject to change:

| Activity | Date |
|---|---|
| RFP issued | April 24, 2020 |
| RFP Due Date | May 29, 2020 |
| Finalist Interviews (if required) | June 11 & 12, 2020 |
| Vendor Selection | June 12, 2020 |
| Complete Contract | June 24, 2020 |
| Present Contract to Council for Approval | July 6, 2020 |
| Consultant Commence Work | July 7, 2020 |
| Final Report Complete | October 23, 2020 |

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 May 8, 2020 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Memorial Hall Study RFP), City of Joplin, 3301 West 1st 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.)

### 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 June 12, 2020. The successful proposer shall enter into a contract with the City for the performance of work awarded to him 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 two (2) complete copies will be received at the Parks Department no later than 10:00 a.m. May 29, 2020. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

**For Mail or Hand Delivery**
**CITY OF JOPLIN**
**PAUL BLOOMBERG**
**DIRECTOR OF PARKS AND RECREATION**
**3301 WEST 1ST STREET**
**JOPLIN, MO 64801**
**Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2020-RFP-03: MEMORIAL HALL STUDY "**

### 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.

**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**
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

**NAME, ADDRESS & PHONE OF CONSULTANT**

## AGREEMENT

**THIS AGREEMENT,** made and entered into this _____ day of _____, 2020, 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 2020-RFP-03 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS,** the Consultant submitted a proposal dated June 1, 2020 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 the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

**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, the services set forth in Exhibit C.

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. The term of the Agreement shall be for the period specified in Exhibit C.

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 parties 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 ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, 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 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 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

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2020-140 – approving an Occupancy License Agreement with Missouri & Northern Arkansas Railroad Company, Inc and the City of Joplin.

**MEETING DATE**
July 6, 2020

**ORIGINATING DEPARTMENT**
Public Works - Engineering

**ATTACHMENTS**
Location Map, Agreement, CB2020-140

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

**SUMMARY**
This Council Bill approves the execution of a occupancy license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 4th and School Stormwater project (TS0612) across railroad right-of-way; establishing certain obligations for the continuation of the occupancy.

**BACKGROUND**
The Parks and Storm Water Sales Tax was approved by voters in 2011. A capital improvement project recommendation list was developed for the utilization of the 2012-2022 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project for culvert and ditch improvements at 4th and School. The existing ditch and culverts running between the existing railroad tracks and the Empire Market property do not have sufficient capacity and cause flooding in the adjacent Empire Market building. The ditch empties into 2-24" RCP culverts where it crosses under 4th street and into a 42" RCP which has a less than 5-year design capacity. The 4th and School stormwater project includes ditch and culvert improvements to increase the system capacity and accommodate the 100-year event. The improvements include installation of a precast 5' x 6' reinforced concrete box culvert crossing underneath MNA railroad at 5th street as well as storm sewer improvements in parallel with the railroad right-of-way. This agreement allows for the installation of the improvements as well as the continued occupancy by the City with these improvements within railroad right-of-way. As part of this agreement MNA has waived the agreement processing fee, engineering review fee and contractor right of entry fee associated with the Occupancy agreement application.

**RECOMMENDATION**
Staff recommends approval of this Council Bill No. 2020-140, occupancy license agreement between Missouri & Northern Arkansas Railroad Company, Inc (MNA) and the City of Joplin on first reading.

# 4th and School Occupancy Agreement related Stormwater Improvements



# OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, by and between **Missouri & Northern Arkansas Railroad Company, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 160, Jacksonville, FL 32224**, and **City of Joplin, Missouri (**"LICENSEE"), whose address is **602 South Main Street, Joplin, MO 64801.**

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. LOCATION/DESCRIPTION.**

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. ( ) above ground (X) below ground

B. ( ) water pipeline ( ) sewer pipeline (X) stormwater pipeline ( ) cable tv wireline ( ) fiber optic wireline

( ) communications wireline ( ) power wireline

located at or near Mile Post **330.8, Tamko Industrial Lead Subdivision, Latitude: 37.08635, Longitude: -94.5033,** at or near **Joplin**, County of **Jasper**, State of **MO**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

**Underground storm sewer pipeline crossing and parallelism** including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power **("LICENSEE'S Facilities"), placed as shown on Exhibit A attached hereto and made a part hereof, ("LICENSEE'S Scope of Work"), referenced on Exhibit A.1 attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

1.3 THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the conditions specified herein.

**Section 2. USE/PURPOSE/OWNERSHIP.**

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

**Section 3. FEE.**

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **$0.** LICENSEE shall also submit a **one-time agreement processing fee** of **$0, engineering review fee** of **$0** and a **contractor right of entry fee** of **$0,** which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT.

Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

**Section 4. TERM/TERMINATION.**

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE.

**Section 5. INDEMNITY/LIABILITY.**

5.1. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE, WITHOUT WAIVING SOVEREIGN IMMUNITY AND WITHOUT WAIVING OR RELEASING ANY AVAILABLE DEFENSES, HEREBY ASSUMES RISK OF AND AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND LICENSOR AND ITS PARENT, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT AND AFFILIATES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION 5 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

**Section 6. RESERVED.**

**Section 7. RESERVED.**

**Section 8. ASSIGNMENT.**

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

**Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.**

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 4, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports are required by law. This clause shall survive termination of this Agreement.

**Section 10. NOTIFICATION.**

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at 866.527.3499 in order to obtain LICENSOR'S consent prior to entering LICENSOR's property.

**Section 11. RESERVED.**

**Section 12. ALTERATIONS/REPAIRS.**

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

**Section 13. RESERVED.**

**Section 14. INSURANCE.**

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS,** attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

**Section 15. RESERVED.**

**Section 16. RESERVED.**

**Section 17. RESERVED.**

**Section 18. GOVERNMENTAL REQUIREMENTS.**

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR's property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface of underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR's Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at is option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND LICENSOR AND ITS PARENT AND AFFILIATES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF LICENSOR'S NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, INVITEES OR EMPLOYEES.

**Section 19. RESERVED.**

**Section 20. RESERVED.**

**Section 21. RESERVED.**

**Section 22. LEGAL NOTICES.**

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE: City of Joplin, Missouri
602 S. Main Street
Joplin, MO 64801
Attention: Dan Johnson

LICENSOR: Missouri & Northern Arkansas Railroad Company, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224

Copy to:
General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

**Section 23. SPECIAL PROVISIONS**.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

**Section 24. PRIOR AGREEMENTS.**

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

**Section 25. APPLICABLE LAW.**

This Agreement shall be governed by and construed under the laws of the State of MO without regard to the choice of law provisions thereof.

**Section 26. INTERPRETATION/SEVERABILITY.**

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

**Section 26. HEADINGS.** The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

**Section 27. CONSTRUCTION OF TERMS.** The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

**Section 28. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

***(Signature Page Follows)***

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____.

LICENSOR

**Missouri & Northern Arkansas Railroad Company, Inc.**

By: _____

Name:

Its:

LICENSEE

**City of Joplin, Missouri**

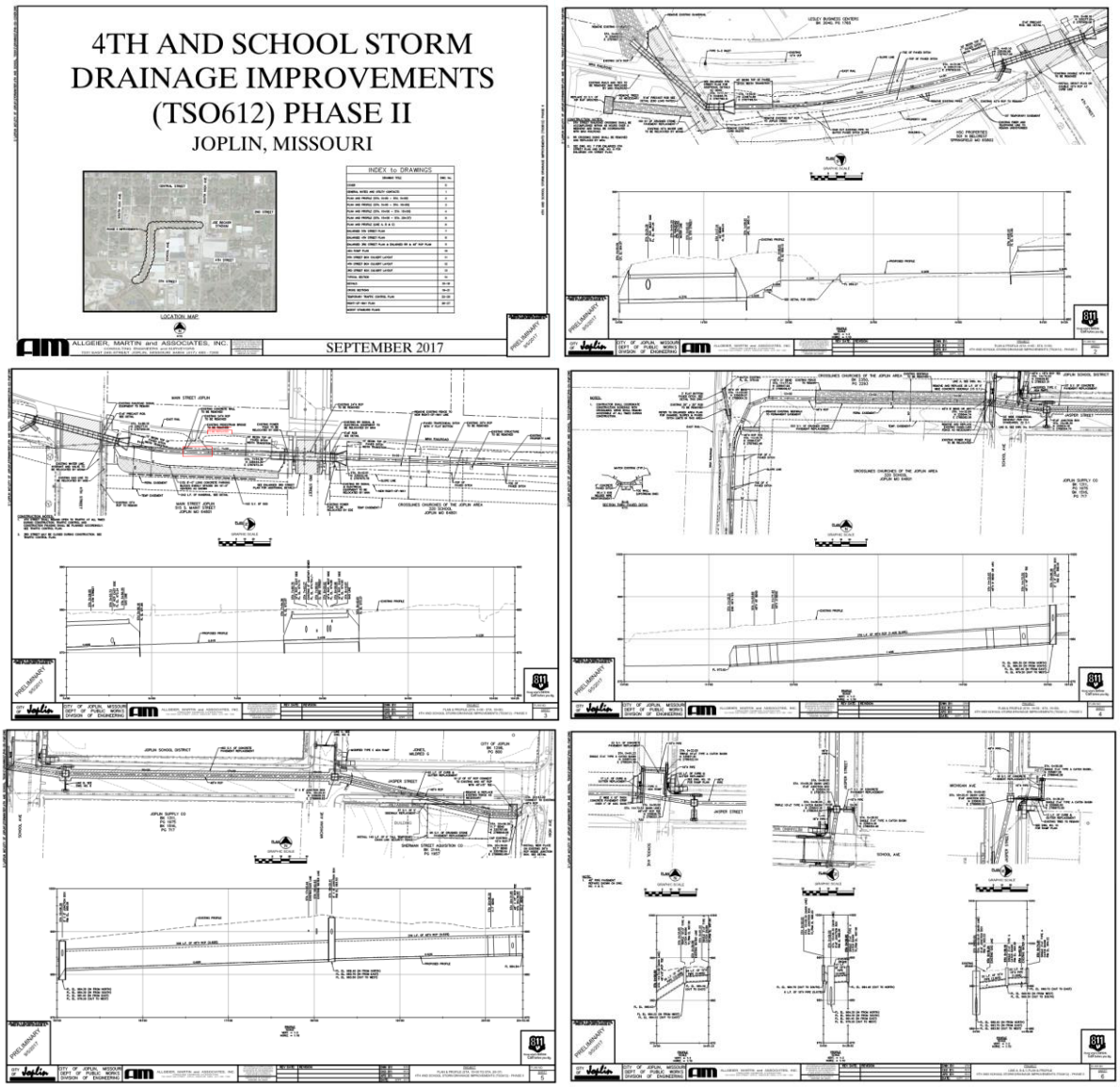
By: _____

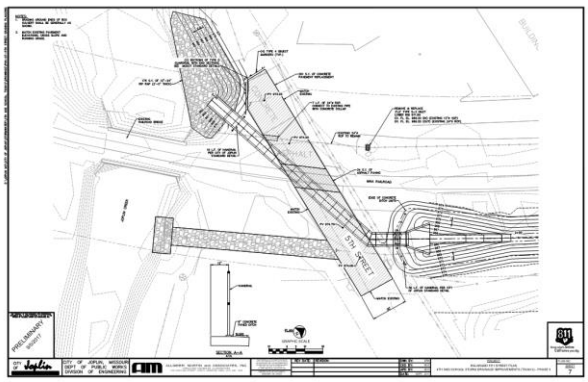
Name:

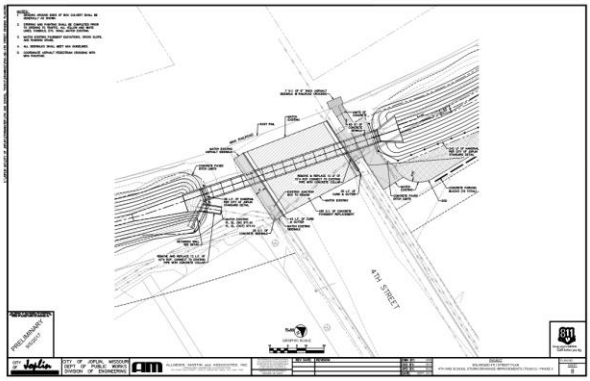
Its:

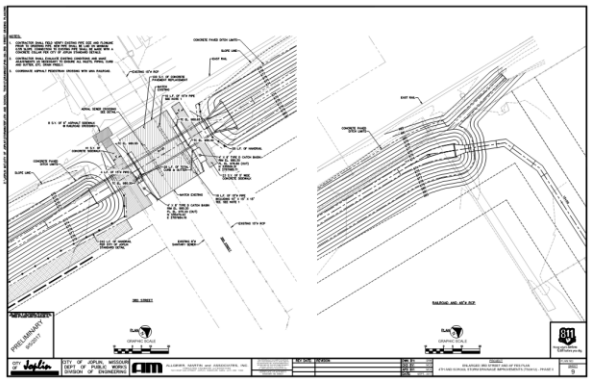
EXHIBIT A

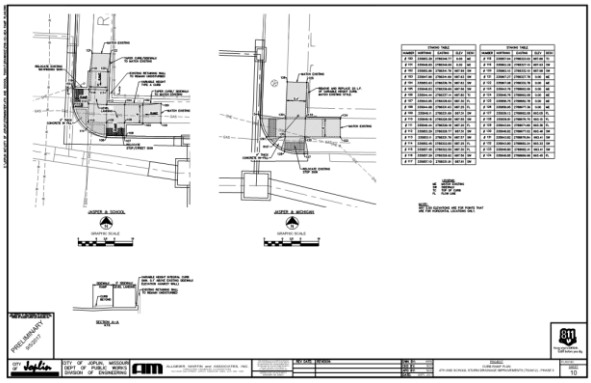
**LICENSEE'S FACILITIES**

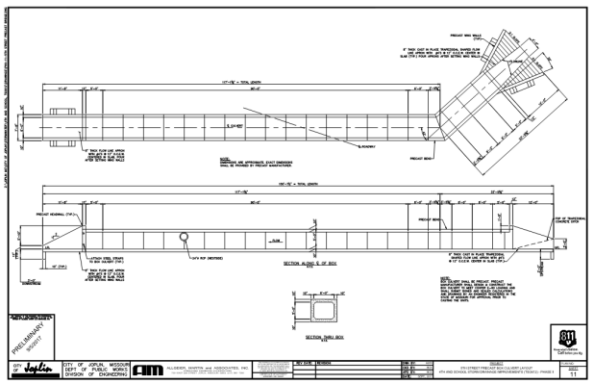


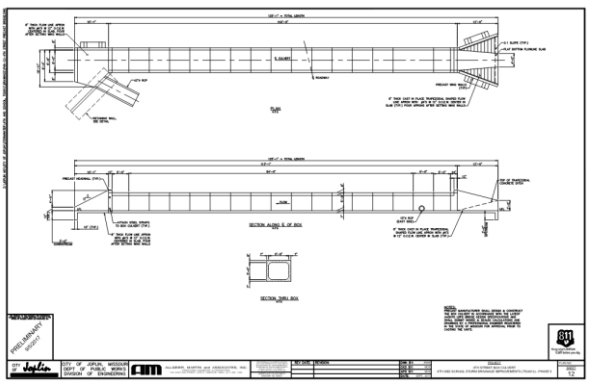


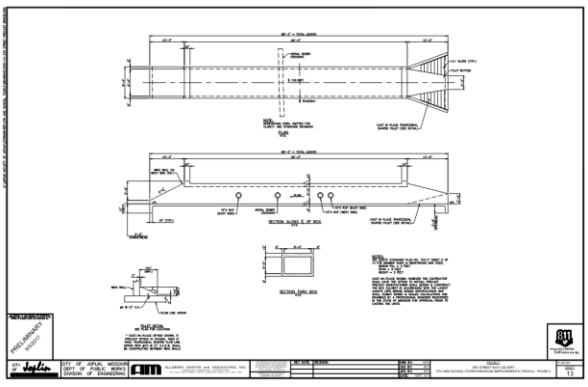


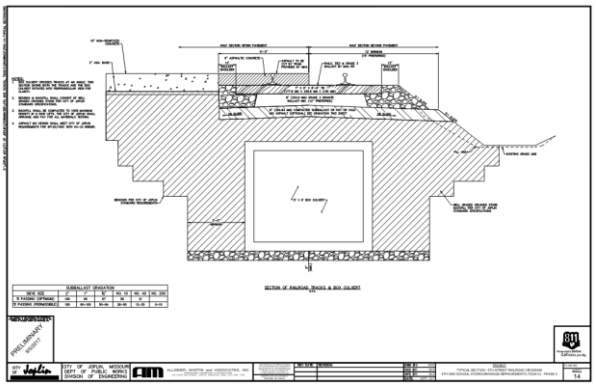


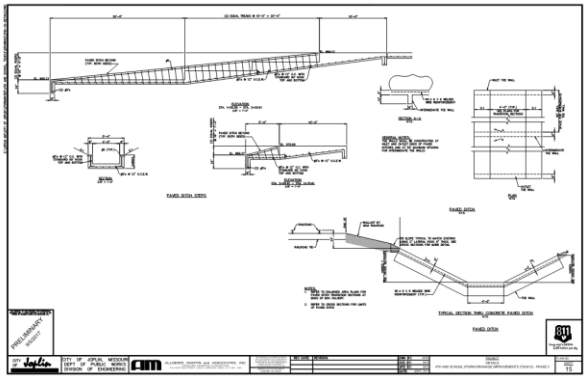


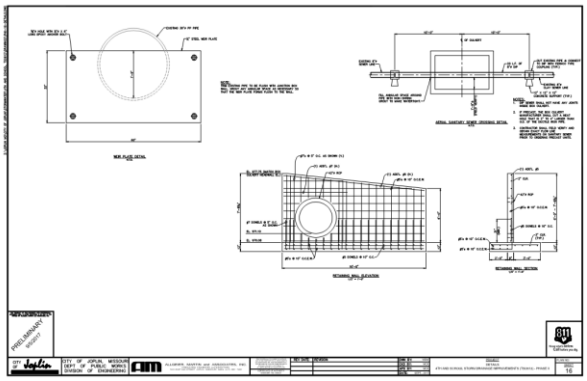


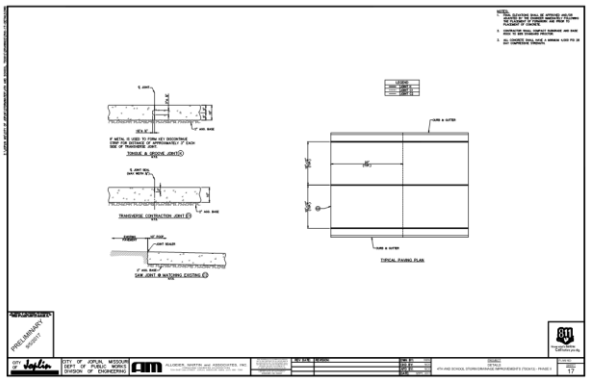


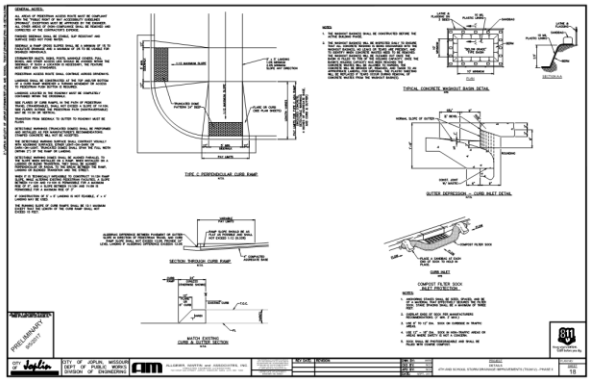


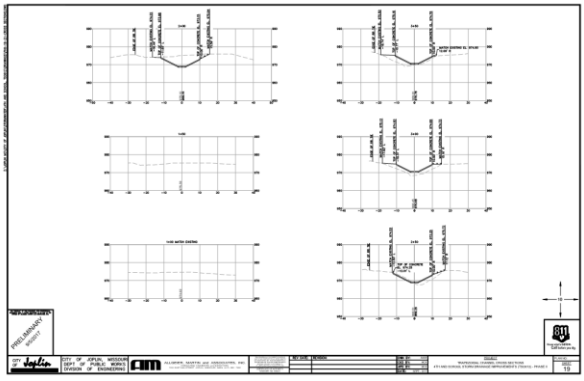


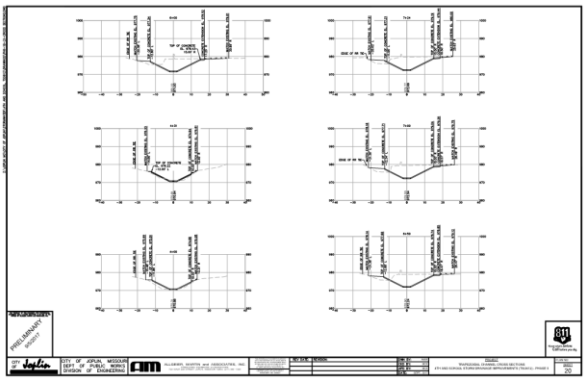


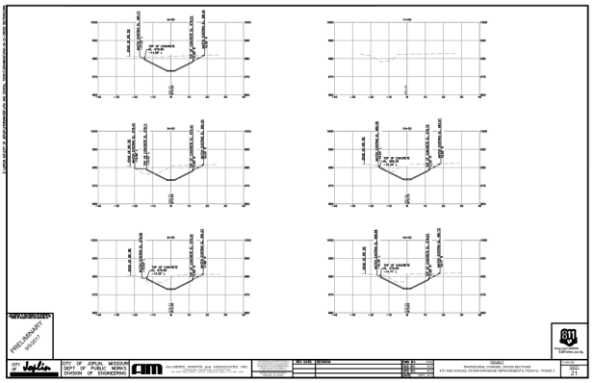


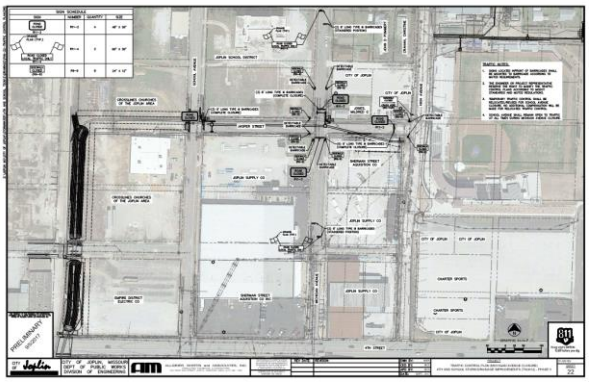


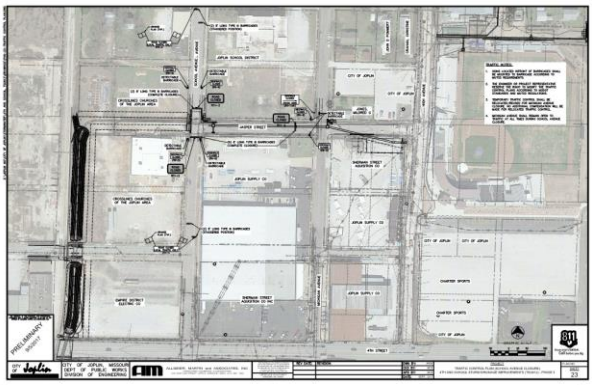


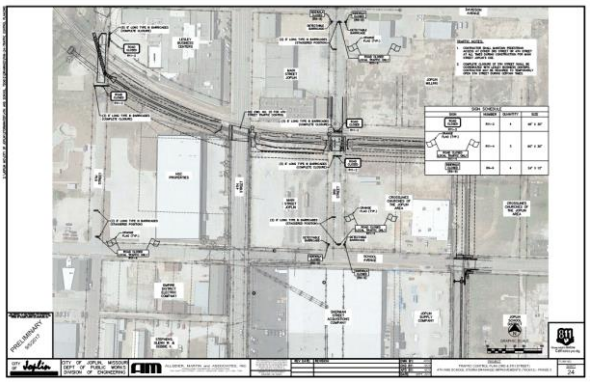


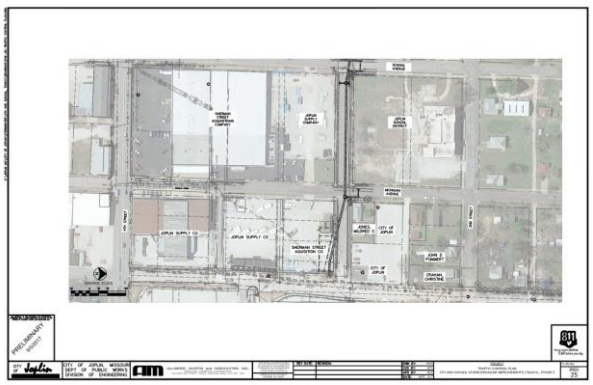


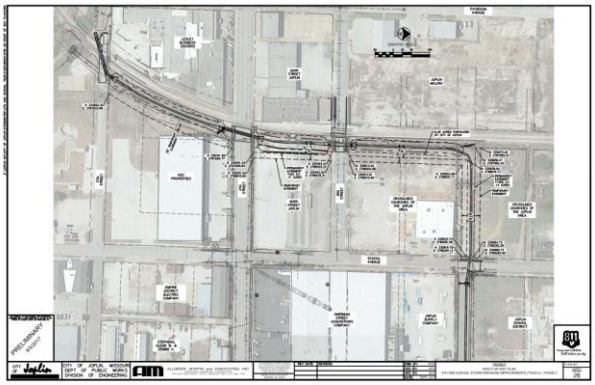












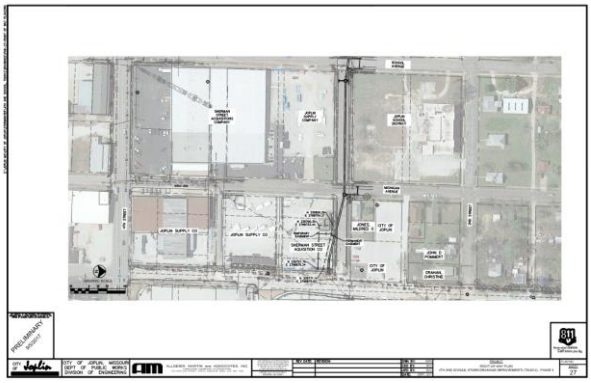


EXHIBIT A.1

5th St. Box Culvert Crossing

City of Joplin shall:

1. Arrange and pay for a contractor to install the precast 5'x6' reinforced concrete Cooper E-80 rated box culvert in an open trench;
2. Including excavation, box culvert, bedding, structural backfill, pavement replacement, ballast replacement on either side of rails (not in between), topsoil replacement, seed, and mulch;
3. Pay and arrange for materials testing for structural backfill;
4. Coordinate with the MNA Railroad and complete the installation of the box culvert within 60 hours over a weekend while the tracks are not in service.

MNA Railroad shall:

1. Arrange and pay for the removal and replacement of a designated section of track (rails and ties) with MNA forces to allow for the installation of the box culvert, including materials;
2. Arrange and pay for the removal and replacement of cross bucks or any required signal equipment, including materials;
3. Waive flagging fees to the City of Joplin associated with the encroachment;
4. Waive crossing fees to the City of Joplin associated with the crossing;
5. Coordinate with the City of Joplon and complete the installation within 60 hours over a weekend while the tracks are not in service.

Parallelism, 5th St. to Vacated Jasper

City of Joplin shall:

1. Arrange and pay for a contractor to construct storm sewer improvements;
2. Including, earthwork, installation of box culverts, pave ditch, and appurtenances associated with the ditch improvements;
3. Replace any ballast that is removed by the City's contractor during the construction of improvements;
4. Eliminate pedestrian bridge and crossing between 3rd St. and 4th St.;
5. Only work during the times desingated by MNA Railroad for all work within 25 feet of the rail;
6. Coordinate with MNA Railroad for the removal and replacement of signal equipment.

MNA Railroad shall:

1. Arrange and pay for the removal and replacement of signal equipment at 4th St. and 3rd St. as noted on the plans with MNA forces to allow for the installation of storm sewer improvements, including any underground fiber or electric;
2. Provide any specialty temporary traffic control that may be required by MNA; Waive flagging fees to the City of Joplin associated with the encroachment and shut down the railroad during designated times when not in use;
3. Coordinate with the City of Joplin for the construciton of storm sewer improvements.

EXHIBIT B

**SURVEY**

EXHIBIT C

**INSURANCE REQUIREMENTS**

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars ($2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars ($6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates and** shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates and** shall **name the Licensor and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars ($1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track,** the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars ($2,000,000) each occurrence and Six Million Dollars ($6,000,000) aggregate limit The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by** the **Licensor** and **its affiliates.**

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licensor with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on

or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licensor at the following address, or to such other address as the Licensor may hereafter specify:

Missouri & Northern Arkansas Railroad Company, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement of the work;

(2) The Licensee shall maintain such policies on a continuous basis;

(3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and

(4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licensor may require the Licensee to purchase additional insurance if the Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licensor will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.

**COUNCIL BILL NO. 2020-140** **ORDINANCE NO**

AN ORDINANCE approving an occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, as it pertains to construction of an underground storm sewer pipeline crossing and parallelism related to the 4th and School Stormwater Project (TS0612) and establishing certain obligations regarding the continuation of the occupancy; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said occupancy agreement by and between the City of Joplin and Missouri & Northern Arkansas Railroad Company, Inc, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**CB 2020-266**

Case 026-20: Final Plat Review – A request to review the Final Plat of QuikTrip No. 7061 located 6601 E. 32nd St. – QuikTrip Corporation

Alan Betchan, AAB Engineering, LLC, 200 N. McKinley, Sand Springs, Oklahoma, This Final Plat aligns with the preliminary that was just approved.

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

**MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE, CASE 026-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT).**

Z&P Meeting: June 8, 2020
City Council Meeting: July 6, 2020

# STAFF PLANNING REPORT
## Final Plat

**CASE 026-20** Final Plat Review

**NAME OF SUBDIVISION** Quiktrip No. 7061

**LOCATION:** Northeast corner of 32nd St. and Prosperity Rd.

**APPLICANT:** Daniel Chambers

**PRESENT ZONING:** C-3

**PRESENT LAND USE:** Fuel sales and convenience store

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | C-3 | C-3 | M-2 | C-3 |
| Land Use | Future Warehousing | Vacant | Semi-truck sales & service | Vacant |

**SUBDIVISION:**

| Number of lots |
|---|
| 3 |

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| E. 32nd St. | Arterial | 150' |
| Prosperity Ave. | Local | 100' |

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

No.

**UTILITIES:** Existing. New easements are included with the replat. A new sewer extension has been completed.

**FLOOD PLAIN:** N/A

**STAFF ANALYSIS:**

**DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?**

Yes.

**DISCUSSION:**

The final plat approval is for Quiktrip No. 7061 located in just off of I-49 on E. 32nd St. This subdivision will be 3 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Daniel Chambers of QuikTrip is seeking a 3-lot commercial subdivision for future commercial development located at the Northeast corner of E 32nd St. and Prosperity Ave. The applicant has already extended sewer and does show easements in the final plat for existing and future utilities, along with a dedication of 100' wide right-of-way for a future realignment of Prosperity Ave. All lots meet the minimum lot size requirements for area and width. There will be stormwater facilities provided with a detention area in the Northwest corner of the plat.

*Staff recommends approval of Case 026-20.*

**ENCLOSURES:**

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

~~Subdivision~~ Case No.: 026-20
Date Filed: _____
Date of Meeting: 6-8-20
Filing Fee: _____

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: QuikTrip No. 7061

II. Name of Owner: QuikTrip Corporation, An Oklahoma Corporation

III. Name of Subdivider: Daniel Chambers

IV. Name of Person who prepared the Plat: Alan Betchan, PE - AAB Engineering, LLC 918-514-4283

V. Date of Hearing: _____

VI. Location of Property by Streets: Northeast corner of 32nd Street and Jaguar Road

VII. Present Zoning of Property: C3

VIII. Present Uses of Property: Vacant

IX. No. of Acres in Total Tract: 20.82 Acres No. of Lots: 3 lots

Instructions:
The following checklist is to be completed and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

| IX. Does the Final Plat show the following information? | Yes | No |
|---|---|---|
| A. Name of the subdivision | X | |
| B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct. | X | |
| C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. | X | |
| D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and | | |

| | | |
|---|---|---|
| decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. | X | |
| E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. | X | |
| F. Exact locations, widths and names of all streets and alleys to be dedicated. | X | |
| G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. | X | |
| H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. | X | |
| I. Building setback lines on the front and side streets with dimensions. | X | |
| J. Name and address of the registered land surveyor preparing the plat. | X | |
| K. Scale of plat, 1" = 100' or larger, date or preparation and north point. | X | |
| L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. | X | |
| XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? | X | |
| XII. Have all acknowledgments been signed? | | |
| A. Owner or owners and all mortgager. | X | |
| B. Dedications or reservations. | X | |
| C. Surveyor preparing plat. | X | |
| XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? | X | |
| XIV. Deed Restrictions: | | |
| A. Are any deed restrictions planned for subdivision? | | X |

B. If so, has a copy been submitted? _____ _____

XV. How has installation of the following improvement been guaranteed?

| | Construction | Bond | Petition (%) |
|---|---|---|---|
| Streets | _____ | _____ | _____ |
| Water | _____ | _____ | _____ |
| Sewer | _____ | _____ | _____ |
| Sidewalks | _____ | _____ | _____ |
| Other, as required | | | |
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |

XVI. Are additional comments attached? __X__ _____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

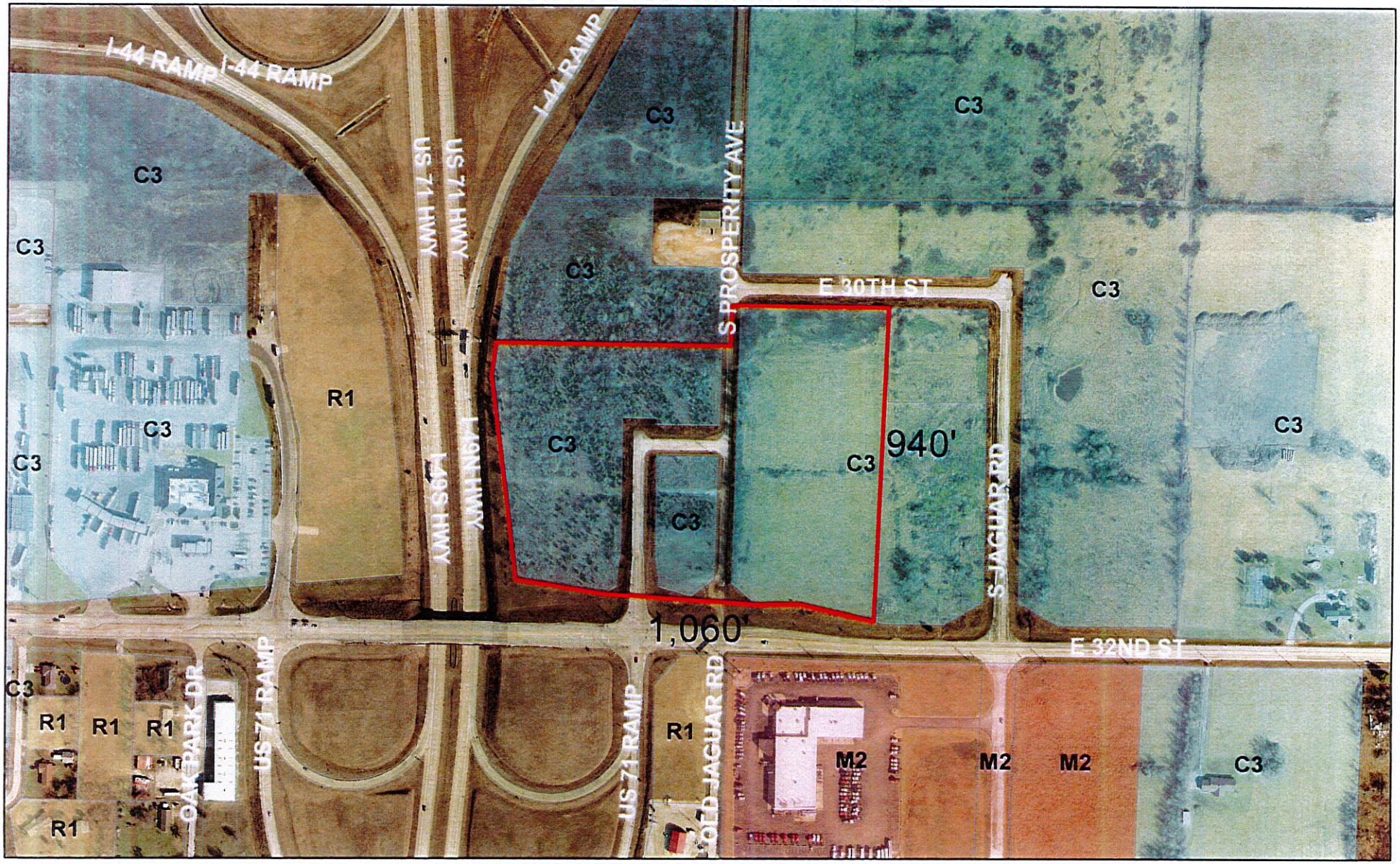


Signature

6-15-20

Date

# Case 026-20: Final Plat Review




Case 026-20: Final Plat Review – A request to review the Final Plat of QuikTrip No. 7061 located 6601 E. 32nd St. – QuikTrip Corporation

0 205 410 820 1,230 1,640 Feet

N

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2020-266 – Final Plat Review, QuikTrip No. 7061 Subdivision

**MEETING DATE:**
July 6, 2020

**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 026-20: Final Plat Review – A request to review the Final Plat of QuikTrip No. 7061 located 6601 E. 32nd St. – QuikTrip Corporation.

**BACKGROUND:**
The final plat review is for Quiktrip No. 7061 located just off of I-49 on E. 32nd St. This subdivision will be 3 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Alan Betchan, AAB Engineering, LLC, 200 N. McKinley, Sand Springs, Oklahoma. This is a three (3) lot commercial development. QuikTrip has purchased the entirety of the tract and assembled it. The store has been constructed and will open in about three weeks. The balance of it is surplus property and will be sold off.

**PUBLIC COMMENT;**
None.

**FUNDING SOURCE:**
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

**RECOMMENDATION:**
Planning & Zoning Commission recommend approval, 5 In Favor, 0 Nays, 1 Absent.
Staff recommends approval of Case 026-20.

**ATTACHMENTS:**
CB 2020-266, Planning Report, Commission Minutes

P & Z Case
Case 026-20
QuikTrip Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-266 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of QuikTrip No. 7061 Subdivision located at 6601 E. 32nd St. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at 6601 E. 32nd St. in the City of Joplin, Jasper County, Missouri, be and the same are hereby fixed and established as follows:

> A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**CB 2020-267**

Case 027-20: Final Plat Review – A request to review the Final Plat of Eagles Edge Subdivision located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

Rick Nichols, Anderson Engineering, 1934 E. Moniteau, Joplin, MO. The preliminary plat has come before you several weeks ago and nothing has changed.

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

**MS. STEELE MOVED, SECONDED BY MR. EASTMAN, CASE 027-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, AND MR. KIMBLE VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT).**

Z&P Meeting: June 8, 2020
City Council Meeting: July 6, 2020

# STAFF PLANNING REPORT
## Final Plat

**CASE 027-20** Final Plat Review

**NAME OF SUBDIVISION** Eagles Edge

**LOCATION:** Between W. Wildwood Ranch Pkwy. and W. 32nd St.

**APPLICANT:** James & Lance Ledford

**PRESENT ZONING:** R-1 Single-family Residential

**PRESENT LAND USE:** Vacant

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-1 | R-1 | R-1 | R-1 |
| Land Use | Vacant | Vacant | Vacant | Vacant |

**SUBDIVISION:**

| Number of lots |
|---|
| 20 |

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| W. 32nd St. | Collector | 90’ |
| W. Wildwood Ranch Pkwy. | Collector | 65’ |

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

No.

**UTILITIES:** Existing. New easements are included with the replat. A new sewer extension is planned.

**FLOOD PLAIN:** N/A

**STAFF ANALYSIS:**

**DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?**

Yes.

**DISCUSSION:**

The final plat approval is for Eagles Edge Subdivision located in Wildwood Ranch. The property is currently outside of the city limits; however, the subdivision will be annexed into the city in phases as the neighborhood is constructed. This subdivision will be the first 20 lots of the total planned 152 lots, zoned R-1 Single-family Residential upon annexation. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

James and Lance Ledford are seeking a 20-lot final plat for a planned 152-lot subdivision for new single-family dwelling development located between W. Wildwood Ranch Pkwy. and W. 32nd St. The applicant will be extending both of those streets the length of the development as well as other utilities. The applicant is providing access through the development with streets going east to west along with sidewalk access across, as well as a stub out to the west for cross-access to future development. All lots meet the minimum lot size requirements for area and width. There will be stormwater facilities provided through the development to direct water flow to a detention area in the Northwest corner of the development.

*Staff recommends approval of Case 027-20.*

**ENCLOSURES:**

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

~~Subdivision~~ No.: 027-20
Date Filed:
Date of Meeting:
Filing Fee:

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Eagle's Edge

II. Name of Owner: Ledford Construction and Development

III. Name of Subdivider: Ledford Construction and Development

IV. Name of Person who prepared the Plat: Anderson Engineering Inc.

V. Date of Hearing: June 8, 2020

VI. Location of Property by Streets: W. 32nd Street and W. Wildwood Ranch Parkway

VII. Present Zoning of Property: R-1

VIII. Present Uses of Property: Meadow

IX. No. of Acres in Total Tract: 5.70 Acres No. of Lots: 20

Instructions:
The following checklist is to be completed and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

| IX. Does the Final Plat show the following information? | Yes | No |
|---|---|---|
| A. Name of the subdivision | X | |
| B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct. | X | |
| C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. | X | |
| D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and | | |

B. If so, has a copy been submitted? _____ _____

XV. How has installation of the following improvement been guaranteed?

| | Construction | Bond | Petition (%) |
|---|---|---|---|
| Streets | _____ | _____ | _____ |
| Water | _____ | _____ | _____ |
| Sewer | _____ | _____ | _____ |
| Sidewalks | _____ | _____ | _____ |
| Other, as required | | | |
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |

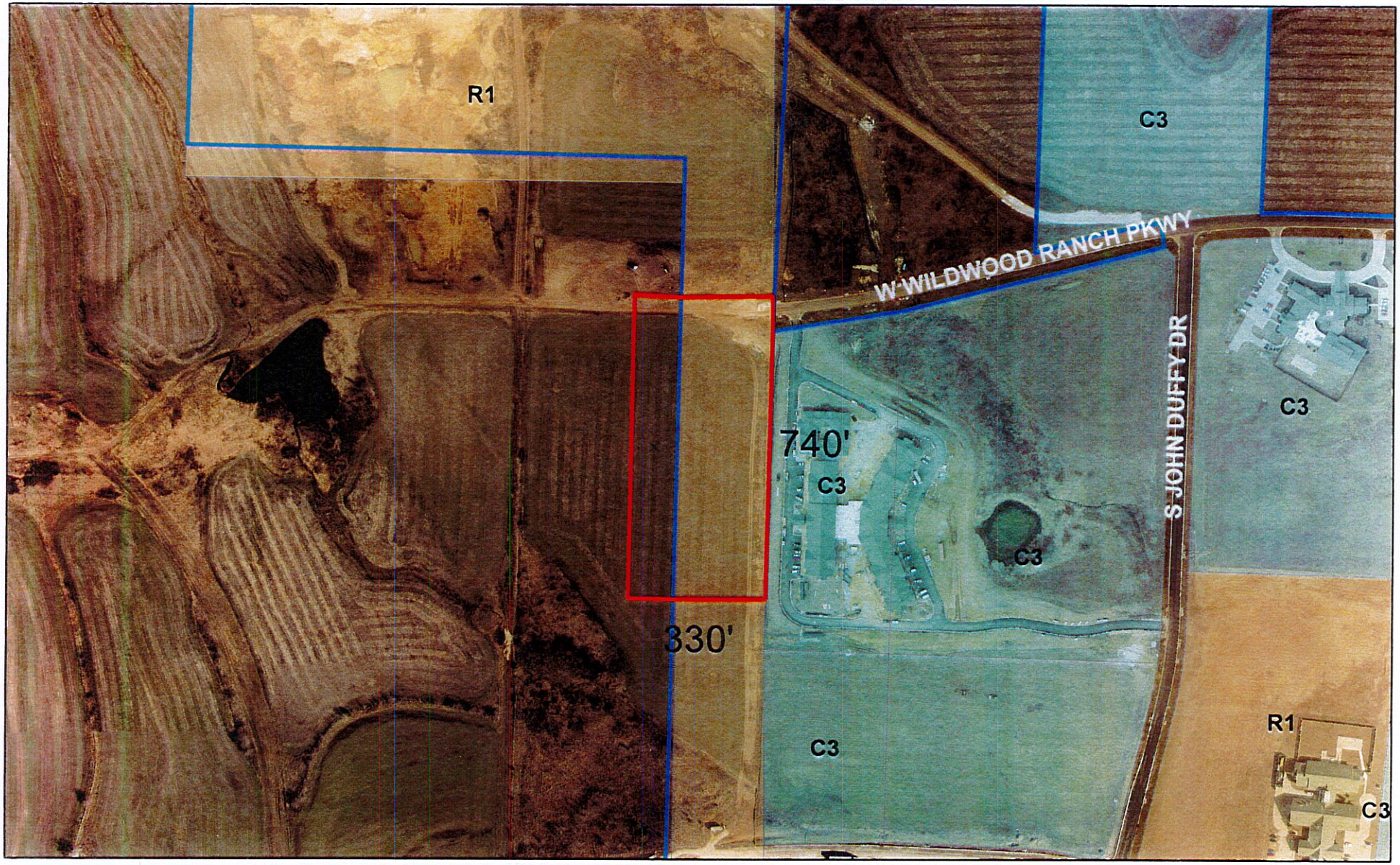
XVI. Are additional comments attached? _____ _____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

_____ 6-17-20

Signature Date

# Case 027-20: Final Plat Review




A request to review the Final Plat of Eagles Edge Subdivision located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

Joplin City Limits

0 170 340 680 1,020 1,360 Feet

N

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2020-267 – Final Plat Review, Eagles Edge Subdivision

**MEETING DATE:**
July 6, 2020

**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 027-20: Final Plat Review – A request to review the Final Plat of Eagles Edge Subdivision located approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St. – James and Lance Ledford

**BACKGROUND:**
James and Lance Ledford are seeking a final plat approval for the first 20 lots of a 152-lot subdivision for new single-family dwelling development located between W. Wildwood Ranch Pkwy. and W. 32nd St. The applicant will be extending both of those streets the length of the development as well as other utilities. The applicant is providing access through the development with streets going east to west along with sidewalk access across, as well as a stub out to the west for cross-access to future development.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Rick Nichols, Anderson Engineering, 1934 E. Manitou, Joplin, MO. The preliminary plat has come before you several weeks ago and nothing has changed. This sub-division is approximately 152 lots and proceeding in three phases with annexation of each phase.

**PUBLIC COMMENT;**
None.

**FUNDING SOURCE:**
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

**RECOMMENDATION:**
Planning & Zoning Commission recommend approval, 5 In Favor, 0 Nays, 1 Absent.
Staff recommends approval of Case 027-20.

**ATTACHMENTS:**
CB 2020-267, Planning Report, Commission Minutes

P & Z Case
Case 027-20
James and Lance Ledford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-267 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of Eagles Edge Subdivision located at approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St., in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at approximately 400' West and 650' North of the West end of public right-of-way on W. 32nd St., in the City of Joplin, Jasper County, Missouri, be and the same are hereby fixed and established as follows:

> Commencing at a found aluminum monument at the Southeast corner of said Section 13; thence North 88°40'30" West along the South line thereof, 2027.47 feet to a point on the East line of a tract of land described in Book 2501, Page 39 in the Recorder of Deeds Office in Jasper County, Missouri; thence North 0°00'00" East along the East line thereof, 220.09 feet to a found 1/2" iron bar at the Northeast corner of said tract of land; thence North 1°33'33" East, 675.44 feet to the point of beginning of the tract herein described; thence North 88°10'12" West, 199.70 feet; thence North 1°49'48" East, 11.27 feet; thence North 88°10'12" West, 142.00 feet; thence North 1°49'48" East, 651.92 feet; thence North 1°30'00" East, 65.00 feet; thence South 88°30'00" East, 146.60 feet; thence 195.86 feet on a curve to the left, having a radius of 1970.00 feet and a chord bearing North 88°39'06" East, 195.78 feet; thence South 1°49'48" West along the West line of a tract of land described in Book 2398, Page 218, 739.89 feet to the point of beginning. Contains 5.70 acres, more or less, subject to any existing easements, more generally described as being located approximately 200' Southwest of the end of public right-of-way of W. Wildwood Ranch Pkwy.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney